

**APPLICATION FORM FOR ALLOTMENT OF 24*7 VEG RESTAURANT IN THE HOSTEL
ZONE OF IIT MADRAS-2019**

To

The Chairman,
CMGFS,
C/o Dean (Students),
IIT Madras,
Chennai 600036.

Subject: Request for allotment of 24*7 Veg Restaurant in the hostel zone of IIT Madras.

Sir,

This is with reference to Tender Notification No. CMGFS/4/2019 dated 09.07.2019 regarding Establishment, Operation, Maintenance and Comprehensive Management of 24*7 Veg Restaurant in the hostel zone of IIT Madras. I hereby submit Tender in the prescribed format. I have read all the terms and conditions of allotment annexed with the Tender Document thoroughly and understand its contents.

Further, I hereby agree to abide by the terms and conditions stipulated by IIT Madras from time to time during the operation of my business on awarding the License for the same.

Date:

Yours faithfully,

Signature of the applicant

Full Name.....

Correspondence Address.....

.....

.....

Mobile No.

E-mail:.....



TENDER DOCUMENT

Date of Release of Tender: 09.07.2019

NAME OF WORK	:	Establishment, Operation, Maintenance and Comprehensive Management of 24*7 Veg Restaurant in the hostel zone of IIT Madras
TENDER NOTIFICATION NO.	:	CMGFS/4/2019 dated 09.07.2019
VALIDITY OF THE TENDER	:	90 days from the date of opening of the tender.
EMD	:	Rs. 10,000/- (Rupees Ten Thousand only)
PRE-BID MEETING	:	15.07.2019 (Monday) 4 PM
LAST DATE FOR SUBMISSION OF TENDER DOCUMENTS	:	18.07.2019 (Thursday) up to 3 PM
ADDRESS FOR SUBMISSION OF TENDER	:	Chairman, Committee for Monitoring General Facilities of Students (CMGFS), C/o Dean (Students), IIT Madras, Chennai – 600 036.
DATE OF OPENING OF TECHNICAL BID AND VENUE	:	18.07.2019 (Thursday) 3.15 PM onwards, Conference Hall, O/o Dean (Students)
DATE OF OPENING OF FINANCIAL BID	:	Will be intimated later to technically qualified tenderers.

DATE:

SIGNATURE OF THE TENDERER

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CHECKLIST FOR SUBMISSION OF TENDER
(This checklist duly filled and signed be enclosed with the tender form)

All the documents to be enclosed with the tender form should be numbered and signed.

1.	Name of the Tenderer	
2.	Father's Name	
3.	Address	
4.	Mobile Number	
5.	Details of the 24*7 Veg Restaurant	

Sl. No.	Documents	Yes/No/NA	Remarks				
1.	Earnest money through Demand Draft (DD) drawn in favor of REGISTRAR, IIT MADRAS payable at SBI, IIT Madras <table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">DD No. :</td> <td>Amount:</td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> </table>	DD No. :	Amount:	Date of Issue:			
DD No. :	Amount:						
Date of Issue:							
2.	Copies of experience certificate enclosed						
3.	Copies of Educational and Professional qualifications attached.						
4.	Copies of previous three years Income Tax Returns enclosed i.e. Financial years 2015-16, 2016-17 & 2017-18						
5.	Self-attested Residence proof along with copy of <i>Aadhaar</i> card enclosed.						
6.	Self-attested photocopy of proof of proprietorship or partnership deed etc., enclosed						

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Sl. No.	Documents	Yes/No/NA	Remarks
7.	Self-attested photocopy of authority letter to negotiate and sign the tender and license deed on behalf of the Firm enclosed.		
8.	Self-attested passport size photograph (s) pasted on the tender form at Page No. 26 enclosed.		
9.	Affidavit to the effect that the firm/individual is not blacklisted by the Government organization enclosed.		
10.	An affidavit to the effect that the applicant/firm either himself/herself or through any partner/near relative i.e., son(s)/daughter(s)/father/mother/siblings/father-in-law/mother-in-law/daughter-in-law(s)/son-in-law(s)/husband/wife does not have a license in the Institute for any other shop enclosed.		
11.	The tender dealing in food items should have license from the competent authority under prevention of Food Adulteration Act/Rules and FSSAI license. Self-attested copy of the same enclosed.		
12.	Self-attested copy of PAN No. and GST No. enclosed.		
13.	Whether all the listed documents have been placed inside Envelope "A", "B", "C" & "D" respectively and thereafter the four envelopes have been put inside the Master Envelope.		
14.	Whether Checklist has been enclosed with the Tender form and placed in the Master Envelope.		
15.	Whether all the pages of the tender form are signed.		
16.	Miscellaneous.		

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NOTICE INVITING TENDER (NIT)

Sealed tenders are invited for allotment of 24*7 Veg Restaurant on license basis in the ground floor of Himalaya mess in the Hostel Zone of IIT Madras. There is a specific requirement of 24*7 Veg Restaurant for catering to the campus populace numbering approximately 12000 including students, faculties, staff and their families. Following 24*7 Veg Restaurant are being offered on license basis.

(Amount in Rs.)

Description	Carpet area (In sq. ft.)	License fee per annum	Security Deposit (refundable)	EMD
24*7 Veg Restaurant	599.22	1,86,956.64	2,00,000	10,000

- 01 For details regarding terms and conditions/tender documents please visit our website <http://tenders.iitm.ac.in>
- 02 The tender form can be downloaded from the Institute website.
- 03 Dean (Students) reserves the right to accept/reject any or all the tenders without assigning any reason thereof.
- 04 The duly filled and signed tender documents shall be either sent to the Chairman, CMGFS (tender committee), C/o Dean (Students), IIT Madras, Chennai - 600036 by speed/registered post, or dropped in the tender box kept in the O/o Dean (Students) **so as to reach on or before 18.07.2019 (Thursday) by 3 PM.**
- 05 Tenders will be opened as per the schedule mentioned above.
- 06 A Tenderer may apply for more than one shop by filling up Tender forms separately for each shop. In case any tenderer applies for more than one shop in one Tender Form, the tender so applied shall be rejected straightaway.
- 07 If qualified, only one shop is to be considered for allotment to a family which would include self, husband or wife, father, mother, son(s), daughter (s), father-in-law, mother-in-law, son-in-law(s), daughter-in-law(s), siblings. Members of same family would not be allowed to secure any other allotment of shops **through partnerships or any other means.**
- 08 The tenderer is liable to pay the prescribed license fee upon allotment/occupation.

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09 The recommendations of the committee constituted for this purpose will be forwarded to the competent authority for approval and the decision taken by the competent authority, thereby, approving the recommendations will be final and binding on the tenderer.

10 Tender Evaluation:

- a) The weightage for technical parameters (non-financial matters): 35%
- b) Weightage for financial parameters : 65%

The proposal(s) with highest weighted combined score (quality and cost) shall be selected.

Maximum technical marks to be allotted by the evaluation committee would be 50. The tenderer has to score a minimum of 25 marks to be eligible for evaluation of financial bid. If none of the bidders have a technical evaluation score of 25 and more, then the financial bid of the bidder who has scored highest technical score among the participating bidders will be taken up for further consideration. The criteria for awarding the marks for technical evaluation is as under:

Sl. No.	Parameter	Marks
1.	Evaluation to analyze the capability/compatibility of the tenderer (Refer: Assessment sheet Page No. 28) and Inspection by the team nominated by the committee.	25
2.	Performance Report of Shops in the Government/Semi-Government Institutions/Organizations/Autonomous bodies/PSUs etc. (Form "A")	25
	Performance Report for private shopkeepers (Self-attested Work Experience Certificate, Certificate-cum-Appraisal Report supported with related documents (Form "B"))	
TOTAL		50

Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,

C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive bids

X = Weightage for the Price bid

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The tenderer with MAXIMUM number of the best Evaluated Bid Scores (B) among responsive bids shall be the most advantageous bid. In case of a tie, the tenderer with higher technical marks would be allotted the contract. Further, even after doing so if there is a tie then the committee will decide on the appropriate procedure to be adopted for determining the eligible tenderer for award of contract.

Final selection of the tenderer shall be based on the scoring system mentioned above. If the Tender Committee arrives at a decision that the rate quoted by any Bidder is too low with reference to the quality and quantity expected by the Institute, the respective tenders are likely to be rejected from further consideration. The Tender Committee reserves the right to negotiate the prices quoted by the Bidders.

Note: The marks awarded for Tender Evaluation by the constituted committee shall be final and binding on the tenderers.

- 11 The tenderer shall be an Indian Citizen.
- 12 Tender received after 3 PM on 18.07.2019 (Thursday) will be straightaway rejected and the Institute will not be responsible for delay in delivery including postal delay.
- 13 EMD amount of the successful bidder would be adjusted against the security deposit payable. In case the successful tenderer fails to remit the security deposit and the security deposit for electric supply within 15 days of issuance of Allotment letter, the EMD amount shall be forfeited and the allotment cancelled.

14 **Vacation/Termination of Allotment:**

The license for the allotted premises will be initially awarded and valid for 12 calendar months, starting from the date of allotment. The tenderer will also remit security deposit and license fee for first six months in advance, within a period of 15 days from the date of allotment. The subsequent license fee will also be payable in advance for next six months on the due date to be mentioned in the allotment letter.

In case, the tenderer/allottee vacate/terminate his business in the allotted premises before the completion of 12 calendar months, then the Institute will be at liberty to forfeit the security deposit and license fee paid in advance.

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The Institute/Licensor will be at liberty to terminate the license of the allotted premises and also forfeit security deposit and license fee paid in advance by giving 10 days' notice to the tenderer/allottee for any breach of the Terms & Conditions of the Tender Document/Agreement besides also on the following grounds:

- a) Sale or storage of banned drugs/alcoholic material/items, narcotics and psychotropic substances within the Institute Campus.
- b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the Institute.
- c) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
- d) Indulging in *Gherao*/blocking of any Institute building/properties or officer/official and demonstration or taking out procession within the Institute premises.

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TERMS & CONDITIONS

01 Validity of Tender:

Validity of the present tender for allotment and re-allotment shall be for a period of 90 days from the date of opening of tender. The Earnest money will be forfeited in case an applicant withdraws his/her bid during this period.

In case the successful bidder/allottee does not occupy the allotted premises within 15 days from the date of allotment, Institute will be at liberty to re-allot the 24*7 Veg Restaurant to the next highest successful bidder and the said re-allotment will be subject to the approval of the Competent Authority.

EMD of the first allottee shall be forfeited in that case.

02 Incomplete/ telegraphic/conditional tender or the tender without EMD is liable to be rejected.

03 Earnest Money Deposit:

Tender must be accompanied with Earnest Money Deposit (EMD) as given above in the Tender Notice in the form of DD in favor of Registrar, IIT Madras payable at SBI, IIT Madras having validity of at least 3 months from the date of issue of Tender documents. The EMD amount will not carry any interest.

EMD amount of the successful bidder would be adjusted against the security deposit payable. In case the successful tenderer fails to remit the security deposit and the security deposit for electric supply within 15 days of issuance of Allotment letter, the EMD amount shall be forfeited and the allotment cancelled.

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04 Tender must be submitted in 04 (Four) sealed envelopes, as per details given below:-

01	The Tender Form Pages <u>No. 01 to 26 and 28</u> duly signed on every page along with all the required documents in Envelope	Envelope – A
02	The Earnest Money Deposit. (EMD) in the form of Demand Draft in favor of Registrar, IIT Madras payable at SBI, IIT Madras along with duly filled document mentioned at <u>Page No. 29</u>	Envelope – B
03	The Technical Evaluation Bid in the Prescribed form i.e. Form-A for Performance Report of shops in the Govt. / Semi-Govt. Institutions / organizations. OR Form- B for Performance Report-cum-self Declaration for Private shopkeepers.	Envelope – C
04	The Financial Bid in the prescribed format given in Annexure – “A”	Envelope-D

All the above 04 (Four) envelopes (**Envelop – A to D**) are required to be sealed in a **Master Envelope**. The tenderer should write Name, Postal Address, E-mail address & Phone Number on all the envelopes. **They should also mention details of the Shop on top of the envelope for which the application is being made.** Those who fail to follow this procedure may be disqualified to participate in the tender process.

All rates shall be written in the column meant for Price Bid properly. The tenderers to quote the rates in figures as well as in words (CAPITAL letters only), neatly. **If there is a discrepancy between words and figures, the amount in words shall prevail. Any cutting or over writing should be attested by the tenderer with date.** Tenders of firms received with prices quoted on variable basis will be rejected straightaway. Also, quotes qualified by vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance etc., will be treated as vague offers and rejected.

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05 **Pre-Qualifications Documents:** The following pre-qualification documents are to be submitted along with the tender form in the envelope to be marked **Envelope "A"** already explained above.

- a) A self-attested copy of **only one** of the following documents along with Aadhaar Card:
- | | |
|--------------------|---|
| i) Passport | ii) Voter Identity Card |
| iii) Ration Card | iv) Water/Electricity bill (latest) |
| v) Driving License | vi) Telephone Bill. (BSNL Latest Bill of Land Line) |
| vii) PAN Card | |
- b) Self-attested photocopy of the Ownership Document of existing business/ Partnership Deed in the case of a Firm is required to be attached. An attested copy of Registration Certificate of partnership Firm issued by the Registering Authority alongwith declaration regarding continuity of partnership/Firm should be attached with the Tender Document.
- c) In case of Firm, self-attested photocopy of authority to negotiate and sign tender and license deed on behalf of the Firm should also be attached.
- d) Self-attested Passport size photograph(s) to be pasted on the Tender Form at Page No.26.
- e) Affidavit attested by a Magistrate 1st Class/Oath Commissioner/Notary Public to the effect that the individual/firm is not blacklisted by any Government Organization and that neither any criminal case nor any economic offence is pending before any Court of Law or Registered with Police.
- f) Copies of Experience Certificates along with previous three years Income Tax Returns of individual or firm are required to be attached with the Tender Document.
- g) Self-attested photocopy of highest academic and Professional qualification.
- h) Self-attested photocopy of PAN Number, GST No. etc.

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06 Acceptance of tender:

- a) The authority for acceptance of the tender documents and tendered rates will rest with the competent authority of the Institute, who does not bind itself to accept the lowest or any other tender, nor does it undertake to assign reasons for its decision in this matter.
- b) Acceptance of tendered rates will be communicated to the firm through an award letter.
- c) All the tender documents submitted by a tenderer shall become property of the Institute, and the Institute shall have no obligation to return the same to the tenderer.
- d) Canvassing in any form is strictly prohibited and tender submitted by the tenderer who resorts to canvassing is liable for rejection.
- e) **If the tenderer deliberately gives wrong information or conceals any information/facts in the tender or uses any fraudulent means for acceptance of the tender, then the Institute reserves the right to reject the tender at any stage of execution without any financial liability and initiate legal action against such tenderer as it deems fit.**

07 Documents/payments to be submitted/deposited by the successful tenderer:

- a) Documents/payments are to be submitted/deposited by the successful bidder within 15 days from the issue of Allotment Letter or before taking over possession of the premises, whichever is earlier. The possession of the premises will be handed over only after submission of the following documents:-
 - i) License Deed on Non-Judicial Stamp Paper worth Rs. 100/-.
 - ii) Six months advance License Fee.
 - iii) Security deposit and additional security amount for Electricity supply.
 - iv) The shop dealing with Food items shall deposit a copy of **FSSAI License Certificate** issued to them or has to apply for the same within 15 days from the issue of Allotment Letter and submit a copy of the same to the Institute.
 - v) **The licensee should deposit the receipt of having applied for Police Verification Report in respect of himself/herself and the employees, if any, to be engaged in the allotted premises within 15 days of taking over possession of the premises and must deposit the Police Verification Report within 03 months from the date of issue of the allotment letter.**

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08 **Period of License:** The allotment would initially be made for a period of 12 calendar months from the date of allotment as per the terms and conditions of Tender Document. The allotment can be further extended on mutually agreed terms and conditions subject to satisfactory service, conduct and behavior of the Licensee and the said extension will be solely at the discretion of Institute. The licensee shall not be eligible for such an extension as a matter of right whatsoever, and decision of Institute shall be final and binding on the licensee.

09 Institute shall have the right without prejudice to terminate the license of any tenderer before expiry of 12 calendar months or any extended period by giving a notice of 10 days.

10 **Payment of license fee:** The licensee shall deposit to the licensor the license fee and other fixed allied charges (if any), for a period of six months in advance within 15 days from the issuance of Allotment Letter. The subsequent installments of license fee is also to be deposited in advance, as per the schedule to be mentioned vide separate letter issued by the Institute. If the licensee fails to deposit the license fee in advance, the following penalty clause shall be invoked:

	Penalty
Within 1 st Fifteen days from due date	Rs. 250/-
16 Days to 30 Days from the due Date	Rs. 500/-
31 Days to 60 Days from the due Date	Rs. 1500/-
61 Days to 90 Days from the due Date	Rs. 2500/-

If the licensee fails to make the payment of dues within 90 days, then the license fee along with penalty (Rs. 2500/-) will be recovered from the Security Deposit.

The licensee will pay the license fee through Cheque drawn in favor of Registrar, IIT Madras/ Online transaction / payment directly to bank and produce a copy of receipt for reconciliation.

11 Payment of Electricity / Water charges:(Housekeeping/security common area)

Water will be provided for basic activities on the basis of metered consumption at the applicable rates. The licensee is required to pay electricity and water charges as fixed by the Institute from time to time, with Accounts Department of the Institute, as per the demand raised by the Estate Office of the Institute.

Electricity will be provided for the purpose of running the facilities (excluding decorative purposes) at prevailing rates in the Institute. The licensee will be liable to deposit a certain amount as per the demand raised by Estate Office of Institute, in advance towards Electricity supply/consumption. The said deposit will be payable by the licensee before taking possession of the allotted premises.

Every effort must be exercised by the tenderer to minimize electricity and water usage and avoid unnecessary usage and wastage.

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12 Maintenance and miscellaneous charges:

The licensee /tenderer is liable to pay the maintenance and miscellaneous charges in respect of common area proportionate to the carpet area, as decided by CMGFS. These charges are subject to revision and are payable to the student activities trust

13 Security Deposit:

The licensee is liable to remit the security deposit amount upon issuance of Allotment letter as per the Terms & Conditions mentioned herein before. Failure to do so shall lead to cancellation of Allotment letter and forfeiture of EMD. The deposit shall not bear any interest.

The security deposit or remainder thereof, if not forfeited shall be refunded without any interest to the licensee after the expiry of license only after vacation of the premises and after adjusting dues, if any. In the event of breach or non-observance of any of the terms & conditions of this license, the deposit shall be forfeited either in full or part thereof.

14 Occupation of the premises:

- a) The allottee /tenderer will have to occupy the allotted premises within 15 days of issuance of the Allotment Letter, subject to the Terms & Conditions mentioned here in before in the Tender Document and Allotment Letter.

Failure to occupy the allotted premises within stipulated period of 15 days from the issuance of the Allotment Letter shall lead to cancellation of allotment and forfeiture of EMD and any other amount paid by the tenderer.

The date of issuance of Allotment Letter will be taken as date of acceptance of Allotment Letter by the tenderer for all intents and purposes.

- b) The licensee shall use the premises solely for the purpose for which it has been licensed and for no other purpose and he/she shall not part with the premises/ sub-let the premises to any one directly or indirectly.

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15 Specific Conditions:

- a) For the purpose of trade, the licensee at his own cost shall ensure display (size 3'x2') at conspicuous place, rates to be charged and discount to be offered by him to the customers and other relevant terms and conditions. The display should be installed after taking approval from the Engineering Unit of the Institute. The prices of the items shall not be more than the local market rate and shall be approved and reviewed by CMGFS periodically. The licensee/tenderer shall not charge in excess of the rates approved by CMGFS/Institute.
- b) The licensee shall ensure provision and sale of quality products and in no case substandard, spurious, spoiled, poor quality, damaged and articles beyond the expiry date etc., would be stocked or sold by the licensee. Breach of these conditions may also entail immediate suspension and cancellation of the license. The products shall conform to the rules & regulations and other laws of the land.
- c) In the event of breach or non-observance of any of the terms and conditions of this license, the security deposit shall be forfeited either in full or in part in addition to levy of fine as per CMGFS Handbook, subject to periodic revision. This will be without prejudice to any other action.

16 License deed:

The licensee shall execute necessary license deed specifying the terms and conditions as mentioned herein, on a Non-judicial stamp paper worth Rs. 100/- at his own cost, within 15 days from the issue of Allotment Letter along with other documents/payments, failing which, penalty as mentioned above shall be imposed. **This tender will also form part of the license deed so executed.**

17 Sale of items:

- a) **Product Pricing:** The rates of items permitted for sale in the shops, shall not be higher than the rates as approved for the allotment and shall run the business in accordance with terms & conditions of the Tender Document. The CMGFS/ Institute will have right to see the quality, market price and reasonability of the price of items at any point of time.
- b) Preparation of tea/coffee/snacks/food etc., with use of stove/cooking range/electrical appliances for cooking would not be permitted in the shop, as there is no provision for kitchen, exhaust and drainage in the shop(s).
- c) No material for sale, display, equipment or furniture including the counter etc., shall be kept in the corridor/verandah/ open space etc., before the shop. Violation if any would invite a strict action. The material if any so displayed would be confiscated and fine upto Rs. 2500/- per violation shall be imposed. It would also entail termination of the license.

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18 Upkeep and maintenance of premises:

- a) The licensee shall keep the premises in neat and clean condition and shall be liable to pay for the cost of making good any damage thereto caused by negligence or misuse of premises by the licensee and shall indemnify the licensor against any loss/damage/additions/alternations to the premises. The licensee will get the whitewash /paint done in the shop at his/her own costs from time to time as & when required.
- b) The licensee shall not store empty packing cases/baskets /goods/material etc., in the open spaces around the premises. The area in front of the said premises shall neither be encroached nor used for any purpose other than public passage. The licensee shall also not make any addition or alternation in or around the premises without the written consent from the Estate Office of the Institute.
- c) The waste must be disposed-off and 100% cleared before closing of each business day and also cleared at regular intervals during the day. The licensee would provide dust free and mosquito/fly free environment. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises, which would be binding on the licensee. The tenderer shall ensure proper hygiene and cleanliness any failure in this regard is liable for penalty. Repeated violations with regard to hygiene and cleanliness shall entail termination of contract.
- d) Non-compliance of any instructions issued in connection with the sale of products and maintenance of premises shall entail imposition of fine upto Rs. 2500/- per violation, by the licensor. Repeated violations shall lead to termination of the license.
- e) The licensee shall provide prompt and efficient service and shall appoint necessary staff (s) (with proper police verification) for the purpose and ensure that there is no mismanagement on his part or his staff. The licensee shall be fully responsible for the conduct and character of his/her staff(s). All violations would attract fine upto Rs. 2500/- per violation and any serious violation/repeated violation shall lead to termination of the license.
- f) The Licensee shall pay all the taxes/cess and any other amounts, which are levied by the Central/State Government from time to time. Non-payment of taxes or any other dues to the statutory authorities shall result in termination of license followed by vacation of premises.
- g) The licensee shall comply with all the rules and regulations of the Institute. The license shall neither store nor trade in any psychotropic drugs/material, Liquor, *Bidi*, Cigarette, Pan Masala, tobacco products etc. The licensee shall ensure that his/her employees are courteous towards the customers. Any involvement on the part of the licensee or any of his employee, in any act of moral turpitude shall make the licensee liable for termination of the license.
- h) Neither the license nor any of the rights conferred thereunder shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

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- i) The Licensee shall not employ any child labour(s) and shall not contravene any rules contained in the LABOUR EMPLOYMENT ACT, 1970 and other labour laws. The contract will be terminated with immediate effect if these laws are violated.
- j) The shop shall maintain a register with name, age and address of all their employees and submit the same to the CMGFS in a prescribed format after award of contract/license. The shop must report any changes in their list of employees to the CMGFS immediately following changes.
- k) The licensee shall not construct or make any structural/electrical alterations or install additional fittings inside the premises of the work place without prior approval from the Institute.
- l) The tenderer shall promptly inform the competent authority if anyone from outside or inside the campus uses compulsion or coercion against them or in any way obstructs the functioning of the facility.
- m) The licensee shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by IIT Madras shall be taken care of by the tenderer and returned in the same condition as received.
- n) The licensee shall be solely responsible for implementation of laws relating to labour, shops & establishment, minimum wages, ESI, EPF & Workmen Compensation Act etc.

The licensee shall be responsible for the payment of wages and allowances to his/her staff as per Minimum Wages Act in force and also wherever applicable shall pay all the statutory dues to persons employed by him/her.

The licensee shall be responsible to pay all the dues to the employee including the statutory dues payable under various labour laws. In the event of violation of any contractual or statutory obligations in respect of the personnel/labour, the licensee shall be responsible and liable for the same. In the event of any claim, action or suit is imposed against the Institute, the licensee shall be required to reimburse to the Institute any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employers and when such liability is determined.

Neither any employee of the licensee nor the licensee will claim any right of employment with the Institute. Further the licensee and his employees will not take out or participate in any type of procession/demonstration/Gherao of buildings/ properties or officers/ officials of the Institute, in any manner whatsoever. In the event of such an incident happening, the Institute will be at liberty to initiate criminal and civil proceedings against such offender and also claim damages from the said offender. The tenderer shall also be debarred from any future tenders floated by the Institute.

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- o) The licensee would be required to make necessary fire safety arrangements in the shop and also install appropriate number of fire extinguishers in consultation with the Chief Security Officer of the Institute.
- p) Institute will not be a party nor will help the Licensee in the event of a Government Agency or its official visiting their premises for inspection in connection with the discharge of his duties. Any dispute arising out of the same shall be the responsibility of the Licensee and the Government Agency.
- q) In the event of death of licensee, the license shall come to an end. However, the licensor may permit Legal Heir of the licensee to run the business on the same Terms & Conditions for the remaining period of license on execution of fresh deed of license by such Legal Heir.
- r) In case of breach of any of the terms and conditions of this license, the competent authority may revoke the license and forfeit the security deposit/EMD and the licensee shall thereupon forfeit all the rights thereunder, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.
- s) The fine imposed for any breach/violation must be deposited within the stipulated period. If the tenderer fails to deposit the penalty or any other amount due, CMGFS can cancel the allotted premises and forfeit the security deposit and any other deposits lying with the Institute and further the CMGFS shall be at liberty to re-allot the premises inviting fresh tender.
- t) The licensee shall permit access to Dean (Students), CMGFS and any official authorized by CMGFS/Dean (Students) at all times for the purpose of inspecting the premises and the business being carried out.

18 Cleanliness and Sanitation:

The licensee shall fulfill the following responsibilities regarding cleanliness and sanitation:

- a) Hygiene and sanitation standards should strictly comply with FSSAI regulations and/or prevalent norms. Compliance to the hygiene standards will be checked periodically. Non-compliance to hygiene standards will be sufficient reason to terminate the contract.
- b) Keeping the premises and surroundings neat, clean and hygienic.
- c) Periodic fumigation as per laid down norms.

19 Business timings: The business hours for providing services shall be 24*7, subject to revision by the competent authority, in this case CMGFS.

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20 **Arbitration:** Dean (Students) shall constitute a Dispute Redressal Committee (DRC) to resolve all the disputes. The DRC shall have to give decision on the claims of the tenderer or CMGFS/Institute within 60 days of receipt of reference. If no decision is given by DRC within this period then the claimant shall be at liberty to seek appointment of Arbitrator. In case, either the CMGFS/Institute or the tenderer is not satisfied with the decision of DRC, each can seek appointment of arbitrator. The tenderer shall be only entitled to invoke the arbitration clause after invoking the remedy available under the DRC. All unresolved disputes shall be referred to Dean (Students), who shall be the sole arbitrator and who may appoint his assignee to be the sole arbitrator between the parties. The place of arbitration between parties shall be at Chennai and applicable law shall be Arbitration and Reconciliation Act, 1996 or any amendment to the said law thereafter. The cost of arbitration shall be borne equally by both the parties.

21 **Monitoring of Performance:**

The licensee's performance will be monitored on a regular basis through the Committee for Monitoring General Facilities of Students (CMGFS). Meetings of the CMGFS, scheduled every month, should be attended by the Licensee and the Manager of the IIT Madras facility, and not by any others. All recommendations made by the CMGFS shall be notified to the tenderer who must strictly comply with the same.

22 **Near Relative:** The bidder should give a certificate that none of his/her near relative is working in IIT Madras. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in the case of a limited company by all the directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in any tender of IIT Madras. The format of the certificate is given as **Annexure-I**.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s), & son's wife (daughter in law), daughter(s) & daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

23 **Gate Passes:**

The shop shall arrange to obtain security passes from the Security Section of IIT Madras for all their employees and issue the same to them. No employee must stay in the premises of IIT Madras after working hours. The shop must obtain the necessary written permission from the competent authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty.

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24 **Waste disposal:**

Waste disposal is the responsibility of the licensee. All biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable wastes) and handed over to OWZONE personnel. No waste should be thrown out of the windows of the shop and in the surrounding premises nor should be fed to the animals. Non-compliance of waste disposal will invite penalty. Garbage and waste disposal should be strictly done as per the Institute norms. Fumigation for pest/rodent control should be done regularly every six months and whenever pest/rodents are sighted repeatedly.

25 **Evaluation and Instructions:**

The shop and their staff shall comply with all instructions and directions of the CMGFS/Institute functionaries given from time to time. In the event of any emergency, the staff of the tenderer shall comply with instructions given by the CMGFS (the format for the shop evaluation and the instruction sheet are given in **Annexure-II**), without waiting for confirmation by the Licensee and if found violating the instructions, the shop will be penalized severely.

26 **Indemnity Clause:** The tenderer shall fully indemnify and hold harmless the other party, its affiliates and its respective officers, representatives, employees, students and other stakeholders from and against any claims, demands (including reasonable attorney's fees), legal proceedings, administrative inquiries, investigations and proceedings, damages, losses, settlements, fines, penalties, costs and expenses asserted against any of them as a result of any one or more than one of the following:

- a. Any breach of any provision of this agreement by or attributable to the indemnifying party; or
- b. Any breach of any law required to be complied with by indemnifying party; or
- c. Any claim against non-indemnifying party or its officers, representatives, employees, students and other stakeholders arising out of act or omission attributable to the indemnifying part.

The tenderer shall fully indemnify and keep indemnified IIT Madras against any action, claim or proceeding relating to theft or willful/unforeseen damage of goods or equipments related to, by the users and other residents of the campus. IIT Madras or its employees shall not be liable for claims or damages of any kind for injury to or death of any person, or damage or loss of property arising out of such injury, attributed directly or indirectly to the operations or performance of the tenderer.

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27 Vacation of premises after expiry/ revocation of license:

- a) In case, the contract is terminated/license is revoked or it comes to an end by efflux of time, the contractor shall handover vacant possession of the licensed premises immediately. Failure to handover the vacant possession of the premises as aforesaid, would render the tenderer to pay a penalty as mentioned hereunder;

Up to 1 st week	Up to 2 nd week	Up to 3 rd week	Up to 4 th week	Beyond 4 th week
2000/-	4000/-	8000/-	12000/-	Rs. 2000/- per day

- b) After expiry of the license, the licensee cannot operate the shop, in any condition. In case Licensee fails to deposit the penal license fee as above, the licensor will be liberty to effect the same out of the security deposit/EMD/ License fee deposited in advance.
- c) IIT Madras shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the tenderer and same shall not be subject to challenge. All the goods belonging to the tenderer in such circumstances shall be deemed forfeited there from and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the tenderer in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the department as aforesaid.
- d) All fixtures, furniture, etc., which are properties of IIT Madras should be handed over to the Institute in good and tenable condition. The cost of repair charges incurred following mishandling and/or willful damage (except normal wear and tear) will be deducted from the security deposit.
- e) The licensee shall deliver the vacant and peaceful possession of the premises in its original condition to the Estate Officer of the Institute after the expiry or revocation of the license.
- f) CMGFS/Institute shall be at liberty to get back possession of the allotted premises by taking the assistance of Security/ Institute Administration/ Public Administration.

28 Plastics: Use and throwaway plastics such as plastic sheets used for food wrapping, spreading on dining table etc., plastic plates, plastic coated tea cups and plastic tumbler, water pouches and packets, plastic straw, plastic carry bag and plastic flags irrespective of thickness **are banned inside the IIT Madras campus.**

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Carry bags made from compostable plastics bearing a label “compostable” and conforming to the Indian Standard: IS or ISO 17088:2008 titled as Specifications for “Compostable Plastics” only can be used.

Use of Paper bags/plates/cups etc., is encouraged. Cloth bags may be made available for users at nominal charges.

29 Suggestions/Complaint provision:

A “Suggestions/complaint provision” must be displayed as per the guidelines of CMGFS, visible to all the customers, so that the customers may record comments about any item. A copy of the suggestion/complaint should be given to the customer after obtaining signature from the shop in-charge. The CMGFS shall have the right to check the arrangement at any time.

30 Safety Standards:

Safety standards should be maintained. Fire extinguishers, sand buckets, should be installed in accessible places and should be in working condition. List of emergency numbers should be displayed in a prominent place. First aid kit should be available to meet any emergencies.

31 Conduct of licensee/tenderer and his employees:

- a) Licensee or his employees shall not indulge in any kind of misbehavior with residents of the hostel zone and other inmates of the campus. Further, shall not indulge in quarrels, fights and use any kind of lethal weapons or any objects to inflict injuries, inside the campus.
- b) Licensee or his employees shall not involve in unauthorized removal or theft of things/items from inside the IIT Madras Campus.
- c) Licensee or his employees shall not remain in the IIT Madras Campus beyond working hours without prior intimation to the CMGFS.
- d) Harming flora and fauna in the campus or feeding animals inside the campus is prohibited and any violation on this count shall entail termination of the contract.

DATE:

SIGNATURE OF THE TENDERER

32 Force Majeure:

If at any time, during the continuance of the agreement/contract, the performance in whole or in part, by the Individual/firm, of any obligation specified in the agreement/contract, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civil commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), the firm may be excused from performance of its obligation provided that notice of happenings of any such event is given by the firm to the department within **seven calendar days** from the date of occurrence thereof. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of department as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

33 Termination of Contract:

- A. Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever.
- B. The licensor/department shall be at liberty to terminate the license of the allotted premises and also forfeit security/caution deposit for any breach of the Terms and Conditions of the Tender Document/Agreement besides also on the following grounds:-
 - a) Sale or storage of banned drugs/alcoholic material/items, narcotics and psychotropic substances within the IIT Madras Campus.
 - b) Sale of substandard goods/overcharging of price more than MRP or rates approved by the CMGFS.
 - c) Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
 - d) To indulge in *Gherao*/blocking of any IITM building/properties or officer/official and demonstration or taking out procession within the Institute premises.
- C. The contract can be terminated in the case of any violations/breaches mentioned elsewhere in the Tender document also.

34 As per the directions of Government of India, the licensee should have option for Point of Sale (PoS)/ Swipe Machine and other apps necessary for digital payment.

35 The individuals who are participating in the tender process cannot sign documents of other participating tenderers as a witness.

36 The CMGFS/Dean (Students) may modify or relax any of the terms and conditions.

DATE:

SIGNATURE OF THE TENDERER

I/We accept all the terms and conditions mentioned above and hereby tender Earnest Money Deposit as per the following details:

EMD details:

Demand Draft No.Date.....
For Rs.....
At scheduled Bank.....
Branch.....

Affix attested
latest Passport
size
Photograph
with date.

Allotment of 24*7 Veg Restaurant in the hostel zone of IIT Madras.

Signature of tenderer
(and seal if applicable)

Date: _____

Name in full (of tenderer):
Date of Birth:
PAN Number
Father/Husband's Name.....
Address of correspondence.....
.....
Permanent Address
.....
Phone/Mobile No
E-mail

DATE:

SIGNATURE OF THE TENDERER

PROFORMA FOR AFFIDAVIT
ON NON – JUDICIAL STAMP PAPER OF RS. 100/-
(TO BE ATTESTED BY A MAGISTRATE 1ST CLASS/OATH COMMISSIONER/ NOTARY
PUBLIC)

I S/o
..... R/o police station District
..... Director / partner/ sole proprietor
(Strike out whichever is not applicable) of
..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That deponent / Firm
has not been blacklisted or declared insolvent by any of the Union or State
Government / Organization.
- II. That none of the individual / firm / Company blacklisted or any partners or
shareholder thereof has any connection directly or indirectly with or has any
subsistence interest in the deponent business / firm company.
- III. That neither deponent nor any of his /her partner has been involved / convicted
in any criminal case / economic offence nor any criminal case / economic offence
is pending against deponent or any deponent partner before any court of law /
Police.

Dated:.....

Deponent

VERIFICATION

I do hereby solemnly declare and affirm that the above declaration is true and correct to
the best of my knowledge and belief and nothing has been concealed.

Deponent

DATE:

SIGNATURE OF THE TENDERER

ASSESSMENT SHEET

Sl. No	Parameters	Name of the tenderer	Name of the tenderer
01	Period of Experience as per attached documents		
02	Copies of previous three years Income Tax returns showing turnover i.e. Financial year 2015-16, 2016-17 & 2017-18		
03	Individual		
04	Company		
05	Profile / experience in the field		
06	No. of workers proposed to be hired by the bidder for running of shop		
07	Amount proposed to be invested		
08	Facilities to be provided		
09	EPF Registration No.		
10	ESI Registration No.		
11	PAN No.		
12	GST No.		
13	Specialty		
14	Presentation		
15	In the case of existing license holders, feedback/ performance reports etc. (They will be considered subject to their surrendering the existing license.)		

DATE:

SIGNATURE OF THE TENDERER

**PERFORMANCE REPORTS OF SHOPS IN THE GOVERNMENT/SEMI-GOVERNMENT
INSTITUTIONS / ORGANIZATIONS/AUTONOMOUS ORGANIZATIONS**
(To be issued by the organization where facility is being provided)

1. Name of Shopkeeper :
2. Name of Shop & Location :
3. Name of organization where shop is located :
4. Name and contact No. of the person in the
Organization for verification :
5. Date of allotment of shop :
6. Date of expiry of license for the shop :
7. Performance Report

a)	Quality of items / works	:	Excellent / very Good / Good / Fair
b)	Resourcefulness	:	Excellent / very Good / Good / Fair
c)	Interpersonal relationship	:	Excellent / very Good / Good / Fair
d)	Punctuality Opening & Closing of shop and Maintaining service hours.	:	Excellent / very Good / Good / Fair
e)	Regularity in paying dues	:	Excellent / very Good / Good / Fair

Date:

(Signature with Name, designation and
Seal of the organization)

DATE:

SIGNATURE OF THE TENDERER

**PERFORMANCE REPORT –CUM – SELF DECLARATION
FOR PRIVATE SHOPKEEPERS**

- 1 Name of the Business Establishment :
- 2 Whether it is proprietorship / partnership Firm :
- 3 Since how long are you in this business? Give details? Please attaché extra sheet of your experience (detailing experience in the business / certificate of performance if any :
- 4 Do you have any other business establishment? If yes, please give details. :
- 5 Number of employees working with the business establishment. :
- 6 Turnover/ sale for the last three years
- | Year | Amount (in Rs.) |
|-----------|-----------------|
| 2015-2016 | |
| 2016-2017 | |
| 2017-2018 | |
- 7 Name of your banker. Please attach certificate of your financial status issued by the banker :
- 8 Whether any other relative / family member already doing any other business in the Institute premises if yes, please give details :

It is certified that the information supplied by me/us is true and correct to the best of my /our knowledge & belief and nothing has been concealed herein and this information can be used for assessment of performance vis-à-vis tender (s). Further, it is also certified that the above mentioned business establishment is providing quality services to its customers since the date of establishment of business. The undersigned / firm has not been prosecuted in any Court of Law.

Date:

(Signature of the tenderer)

DATE:

SIGNATURE OF THE TENDERER

CERTIFICATE FOR NON PARTICIPATION OF NEAR RELATIVE

I _____ Son of / W/o _____
R/o _____ hereby certify that none of my relative(s) as defined in tender condition 22 of tender document is/are employed in IITM or its ancillaries as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, the department shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed _____

For and on behalf of the Bidder

Name (in Capital letters) _____

Position _____

Date _____

DATE:

SIGNATURE OF THE TENDERER

Shop Evaluation Form and Instruction Sheet

Date :
Shop (Name & No.) :
Name of Evaluator :

Shop Evaluation Form

Evaluation scale 1 to 5 with 1 for worst and 5 for the best (weights in brackets)

No.	Performance Parameter Net Score	Score
1.	Quality of service (3)	1 2 3 4 5
2.	Availability of skilled workforce (3)	1 2 3 4 5
3.	Availability of minimal required infrastructure (2)	1 2 3 4 5
4.	Speed of service (3)	1 2 3 4 5
5.	Courteousness/Hospitality of the staff (2)	1 2 3 4 5
6.	Shop Cleanliness (2)	1 2 3 4 5
7.	Availability of items/service (3)	1 2 3 4 5
8.	Adherence to operational timings (2)	1 2 3 4 5
Weighted Average		
		/ 100

Comments/Observations

Instructions to Licensee

Date :

Shop (Name & No.) :

No.	Instruction	Deadline

Reasons for Instructions:

Name & Signature of Shop licensee/Manager :

Names & Signatures of CMGFS Team Members :

I/We agree to the above instructions specified.

Signature of Bidder
Official seal and address

DATE:

SIGNATURE OF THE TENDERER

TO BE SUBMITTED IN SEPARATE ENVELOPE
24*7 Veg Restaurant

Sl. No.	Description of items	Price (In Rs.)
	VEG ITEMS	
01	Pongal	
02	Medhu vada	
03	Idly(2 pcs)	
04	Plain dosa	
05	Masala dosai	
06	Plain rava dosai	
07	Onion rava dosai	
08	Rava masala dosai	
09	Onion othappam	
10	Kal dosai	
11	Onion dosai	
12	Sambar idly	
13	Sambar vada	
14	Chapati (2 pcs)	
15	Parotta 2pcs	
16	Chilli paneer dosai	
17	Gobi masala dosai	
18	Chilli mushroom dosai	
19	Tea	
20	Filter coffee	
21	Plain milk	
22	Lemon tea	
23	Ginger tea	
24	Black tea	
25	Boost	
26	Horlicks	
27	Veg biryani	
28	Sambhar rice	
29	Curd rice	
30	Samosa	

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Sl. No.	Description of items	Price (In Rs.)
	VEG ITEMS	
31	Coconut bholi	
32	Dhal bholi	
33	Mini jamun	
34	Veg fried rice	
35	Paneer fried rice	
36	Mushroom fried rice	
37	Schezwan fried rice	
38	Jeera rice	
39	Gobi fried rice	
40	Plain roti	
41	Plain naan	
42	Butter roti	
43	Aloo parotta	
44	Paneer parotta	
45	Palak paneer	
46	Kadai paneer	
47	Mushroom masala	
48	Paneer butter masala	
49	Gobi masala	
50	Dhal fry	
51	Mixed veg curry	
52	Kadai veg	
53	Aloo gobi masala	
54	Chilli gobi	
55	Chilli idly	
56	Chilli parotta	
57	Gobi manchurian dry	
58	Gobi Manchurian gravy	

NOTE:

- The rates of items shall be submitted in the above format.
- The prices/rates quoted shall be indicated in words as well as figures.
- Prices/rates against all items should be quoted excluding taxes. **Taxes, if any, shall be indicated separately.**
- Tenderers should furnish samples of the items along with rates, if asked for. Samples submitted after tender opening shall not be accepted.
- CMGFS/Institute shall not be bound to accept the lowest quotation and tender could be awarded to any other firm or agency whose samples/items are found superior or are as per requirements. The decision of CMGFS shall be final in this regard.

DATE:

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- The tenderer should submit an analysis of rates if called upon to do so by the department.
- The rate quoted by the tenderer shall be applicable irrespective of the volume of sales.
- All Columns/Rows should be properly filled in case of any omission the bid is liable to be rejected.
- **Wherever applicable and if found necessary, the tenderer agrees to provide quantity against the item as approved by CMGFS/Institute.**
- Artificial colors/flavors cannot be used.
- The rates shall be approved by CMGFS/Institute. The tenderer agrees to provide service on approved rates.
- The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations.
- Any other items/facilities may be mentioned separately but the same will not be considered for financial evaluation.

DATE:

SIGNATURE OF THE TENDERER