

# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI



आईआईएसईआर तिरुपति मे फल, जूस और शेक्स शॉप  
चलाने के लिए निविदा

**TENDER FOR RUNNING A FRUITS, JUICES &  
SHAKES SHOP**

**AT**

**IISER TIRUPATI**

निविदा संदर्भ सं/Tender Reference No: IISERT/ADMIN/01/25

दिनांक/Dated: 04/07/2025

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### निविदा आमंत्रण सूचना

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान, तिरुपति, देश में उच्च गुणवत्ता वाली विज्ञान शिक्षा और अनुसंधान को बढ़ावा देने के लिए शिक्षा मंत्रालय, भारत सरकार द्वारा स्थापित राष्ट्रीय महत्व का एक प्रमुख स्वायत्त संस्थान है।

निदेशक, आईआईएसईआर तिरुपति फल, जूस और शेक्स की दुकान चलाने के लिए ऑनलाइन बोलियां आमंत्रित करते हैं।

बोलीदाताओं को दो-बोली प्रणाली के तहत दो बोलियां, यानी तकनीकी बोली और वित्तीय बोली प्रस्तुत करना आवश्यक है।

### NOTICE INVITING TENDER

Indian Institute of Science Education and Research, Tirupati, is a premier autonomous Institution of National Importance established by the Ministry of Education, Government of India, for the promotion of high-quality science education and research in the country.

The Director, IISER Tirupati, invites online bids for **running a Fruits, Juices, and Shakes shop**.

The bidders are requested to give a detailed tender in two bids, i.e., technical bid and financial bid, under the two-bid system.

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद (सीपीपी) पोर्टल <https://eprocure.gov.in/eprocure/app> या संस्थान की वेबसाइट [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in) से डाउनलोड किया जा सकता है और निविदा जमा करने की अंतिम तिथि और समय तक केवल ई-प्रोक्योरमेंट पोर्टल के माध्यम से ऑनलाइन जमा की जानी है।

The Tender Document can be downloaded from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or the Institute website [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in) and bid is to be submitted online only through the E-procurement portal up to the last date and time of submission of tender.

निविदा की महत्वपूर्ण तिथियां /Critical Dates of Tender

| क्र. सं.<br>S.No | विवरण/Particulars  | तारीख/Date | समय घंटों में<br>Time in hrs |
|------------------|--|------------|------------------------------|
| 1.               | ऑनलाइन प्रकाशन की तिथि<br>Date of Online Publication       | 04/07/2025 | 09:00 Hrs.                   |
| 2.               | बोली-पूर्व बैठक /Pre-Bid conference                        | 08/07/2025 | 11:00 Hrs.                   |
| 3.               | बोली जमा करने की प्रारंभ तिथि<br>Bid Submission Start Date | 09/07/2025 | 09:00Hrs.                    |
| 4.               | बोली जमा करने की अंतिम तिथि<br>Bid Submission Close Date   | 24/07/2025 | 15:00Hrs                     |
| 5.               | तकनीकी बोलियों का खुलना<br>Opening of Technical bids       | 25/07/2025 | 15:30 Hrs.                   |

### **CHAPTER – I**

#### **1. TENDER DOCUMENT:**

##### **1.1 Bidder must read the complete ‘Tender Document’:**

NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.

##### **1.2 Availability of the Tender Document:** The Tender Document can be downloaded from the Central Public Procurement (CPP) Portal at <https://eprocure.gov.in/eprocure/app> or from the Institute's website at [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in).

- i.** The bid must be submitted online only through the E-procurement portal up to the last submission date and time.
- ii.** **No manual bids will be accepted.**
- iii.** **All required documents must be uploaded to the CPP portal as specified in the Technical Bid.**
- iv.** The technical bid must be submitted in PDF, while the financial bid should be submitted in an Excel sheet, both uploaded to the CPP portal.

##### **1.3 Clarifications: As outlined in Clause 5 of Chapter II.**

#### **2. PRE-BID MEETING:**

IISER Tirupati will be conducting a Pre-bid meeting online through GMeet/Zoom/Webex/any other virtual meeting tool on 08/07/2025 from 11:00 AM. All prospective bidders are requested to kindly send their queries through email at [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in) to reach the latest by 07/07/2025. Clarifications to all the queries received before the due date will be given during the Pre-Bid Meeting and only the queries which remain unclarified (or) the queries which have an impact on the change in technical specifications will be mentioned in the minutes of the pre-bid meeting and the same will be uploaded on our website and CPPP portal. In the event that all queries received are clarified during the pre-bid & if there are no changes in the technical specifications, then, nil report will be uploaded in the website and CPPP portal.

No queries will be entertained after the Pre-bid meeting.

The Pre-Bid meeting link shall be sent by email to the bidders interested in attending the Pre-Bid meeting upon their request. Bidders interested must send a request for access to the Prebid meeting at [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in). Bidders attending the Pre-Bid meeting online must ensure an active and uninterrupted high-speed internet connection with a working microphone and a good-quality camera from their end. In case of frequent disconnection (or) bad connection, IISER Tirupati will not be responsible for the same, and no further correspondence will be entertained post the date of the Pre-Bid meeting.

Note:

**Any representative is attending for the pre-bid conference on behalf of the Service provider/ Bidder, an authorization letter, duly signed and stamped as per the format provided in Annexure-X (Authorization for Attending Pre-Bid Conference), must be submitted.**

**3. SUBMISSION OF BIDS: As outlined in Clause 4 of Chapter II.**

**4. TIME SCHEDULE**

| S.No | Particulars                | Date       | Time in hrs |
|------|----------------------------|------------|-------------|
| 1.   | Date of Online Publication | 04/07/2025 | 09:00 Hrs.  |
| 2.   | Pre-Bid conference         | 08/07/2025 | 11:00 Hrs.  |
| 3.   | Bid Submission Start Date  | 09/07/2025 | 09:00Hrs.   |
| 4.   | Bid Submission Close Date  | 24/07/2025 | 15:00Hrs    |
| 5.   | Opening of Technical Bids  | 25/07/2025 | 15:30 Hrs.  |

**5. BID OPENING:**

**5.1.** Technical Bids will be opened on **July 24, 2025, at 15:30 Hrs.**

**5.2.** The financial bids of the eligible bidders will be opened on a later date. The date and time for the opening of Financial Bids will be announced later. Bids would be summarily rejected if submitted through any means other than the online system. IISER Tirupati shall not be responsible for any postal delays, internet connectivity issues, etc., from the bidder's end at the time of bid submission.

**Contact for information:**

Technical & Commercial contact:

Assistant Registrar (Admin)

Indian Institute of Science Education and Research (IISER), Tirupati

Address: Srinivasapuram, Jangalapalli Village, Panguru (G.P.), Yerpedu Mandal, Tirupati – 517619, Chittoor District, Andhra Pradesh, India. Email: [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in) Ph: 0877 2500209 Website: [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in)

## CHAPTER II

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) and the Institute's website at [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions provided below are designed to assist bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submitting them online through the CPP Portal.

For more information on submitting online bids on the CPP Portal, please visit: <https://eprocure.gov.in/eprocure/app>.

#### **1. REGISTRATION:**

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (**URL:<http://eprocure.gov.in/eprocure/app>**) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
- 1.3. Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify/ TCS / nCode/ e-Mudhra, etc.), with their profile.
- 1.5. Only **one valid DSC should be registered by a bidder**. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.
- 1.6. The bidder then logs in to the site through the secure log-in by entering their user ID and password, as well as the password of the DSC/ e-Token.
- 1.7. The CPP Portal also has a user manual with detailed guidelines on enrolment and participation in the online bidding process. Any queries related to the process of online bids or queries related to the CPP Portal may be directed to the 24/7 CPP Portal Helpdesk.
- 1.8. The Institute will not be responsible for any type of technical issue regarding the uploading of the Tender on the website.

#### **2. SEARCHING FOR TENDER DOCUMENT:**

- 2.1. There are various search options built into the CPP Portal to facilitate bidders in searching 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 several search parameters such as organization

name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.

- 2.2. 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 inform the bidders through SMS/e-mail in case a corrigendum is issued to the tender document.
- 2.3. The bidder should note the unique Tender ID assigned to each tender, in case they require clarification or assistance from the Helpdesk.

### 3. PREPARATION OF BIDS:

- 3.1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 3.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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 documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule, and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with a black and white option.
- 3.4. To avoid the time and effort required in uploading the same set of standard documents that are required to be submitted as a part of every bid, a provision for uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use the "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

### 4. SUBMISSION OF BIDS:

- 4.1. Bidder should log into the site well in advance for bid submission so that they upload the bid in time, i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- 4.4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.



**4.6.** Kindly add a scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

### **5. ASSISTANCE TO BIDDERS:**

- 5.1.** 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.
- 5.2.** Any queries relating to the process of online bid submission or queries relating to the CPP Portal in general may be directed to the 24/7 CPP Portal Helpdesk. The contact numbers for the helpdesk are **0120-4200462, 0120-4001002, 91-882624.**

### CHAPTER - III

#### 1. GENERAL TERMS & CONDITIONS OF CONTRACT

##### 1. Objectives of the Tender:

- 1.1. The objective of this tender is to solicit proposals from the interested bidders for participation in a bid process for running a **Fruits, Juices, and Shakes shop** for approximately 1500+ users at the campus. The Institute does not guarantee the minimum number of users and volumes of business at any point in time. The undergraduate students have their academic break from April 2025 to July 2025 and December 2025 for the year 2025, subject to any changes in the academic calendar from time to time as per the Institute's academic requirements.
- 1.2. The Institute will not be responsible for any break in the academic schedule due to any unforeseen situations beyond the control of the Institute.
- 1.3. The successful bidder will be responsible for running a **Fruits, Juices, and Shakes shop** at IISER Tirupati for a **period of one year**, which may further **extend to two years** on a yearly basis, subject to satisfactory performance.
- 1.4. The Tender intends to provide details regarding the scope of works/services that are deemed necessary to share with interested bidders.
- 1.5. The Successful bidder on the Award of the contract must commence running a **Fruits, Juices, and Shakes shop** at the campus on **01/08/2025**. After the Award of the contract, no further communication for the extension of the date in this regard shall be entertained.

##### 2. Eligibility Criteria:

The invitation for bids is open to all entities registered in India who fulfil the eligibility criteria as specified below:

- 2.1. Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' criteria. Bidder should meet the following eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract.
- 2.2. The bidder must have a valid registration and trade license for at least one year, demonstrating experience in providing similar services for running a **Fruits, Juices, and Shakes shop**.
- 2.3. The bidder shall necessarily be a valid legal entity, having the following registrations:
  - 2.3.1. Income Tax Registration
  - 2.3.2. GST Registration
  - 2.3.3. FSSAI Registration

Tenderers should submit documents in support of the eligibility criteria along with the tender/bid. No document in support of the minimum eligibility criteria will be accepted/entertained after the opening of the tender. A Technical Bid that is not accompanied by these documents would be summarily rejected.

3. **Visit to the Campus:** Interested bidders shall mandatorily visit the site with prior appointment during the working hours between 0930 hrs to 1700 hrs before submission of the bid.

4. **Tender Procedures:**

- 4.1. The Tender must be prepared in accordance with the requirements specified in this Tender and in the format prescribed in this document for each of the above-mentioned qualifying criteria as proof of having the minimum requirements.
- 4.2. Proposals must be direct, concise, and complete. All information not directly relevant to this Tender should be omitted.
- 4.3. The Tender should contain copies of references and other documents as specified in the Tender.
- 4.4. In case of a person other than the Authorized Signatory signing the Tender, an authorization letter, authorizing the Bidder to sign/ execute the tender as a binding document and also to execute all relevant agreements forming part of the Tender, shall be included.
- 4.5. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.6. IISER Tirupati will not accept the Tender proposal in any manner other than that specified in this Tender. Proposals submitted in any other manner shall be treated as defective, invalid, and shall be rejected.

5. **Earnest Money Deposit Details:**

- 5.1. **EMD Amount of ₹ 50,000/- (Fifty Thousand only)** in the form of a Demand Draft from a Nationalized/scheduled bank in favor of The Director, IISER Tirupati. Bidders registered with MSME/ NSIC are exempted from payments of EMD and are required to submit the Bid Securing Declaration Form.

**Details of the Bank for Payment:**

- i) **Bank Name** : **State Bank of India**  
ii) **Branch Name** : **IIT Campus Branch, Tirupati**  
iii) **Account Number** : **35029946671**  
iv) **IFSC Code** : **SBIN0064604**

- 5.2. The same may be deposited by registered post or in person to the REGISTRAR, IISER, TIRUPATI, before the last participation date of the bid.
- 5.3. The scanned copy of the EMD must be uploaded to the CPP portal as proof of deposit of the EMD. Bidders who do not submit the required documents online will be summarily rejected.

6. **Evaluation Process of The Tender:**

For running a **Fruits, Juices, and Shakes shop**, the evaluation shall be done as under:

Bids will be scrutinized for technical Evaluations as per the Eligibility Criteria **clause no. 2 at “Chapter-III”**. Experience documents are to be clear. Copies of all statutory documents are to be submitted. Incomplete Bids or non-submission of any documents indicated will cause the bids to be rejected.

Financial Bids of only those agencies will be opened that qualify in the Technical Bid. The decision of the committee & the Competent Authority shall be final and binding, and no correspondence shall be entertained in this regard.

- (i) It will be assumed that the organization/firm is not in a position to supply the information.
- (ii) All claims made by the bidder in their Tender proposal must be supported by authentic documents.
- (iii) The proposal and all correspondence and documents shall be written in English.
- (iv) The successful Bidder / Tenderer's Bid Security (BS) / Earnest Money Deposit (EMD) will be discharged upon the Bidder / Tenderer furnishing the performance security.
- (v) The Successful bidder/tenderer will have to enter into an Agreement with IISER Tirupati and also furnish a Performance Bank Guarantee of the amount **₹ 1,00,000 (Rupees one Lakh only)** valid for 14 months from the date of commencement of the contract, which is to be renewed from time to time as per further renewals/amendments of the contract.
- (vi) **The Bid Security (BS) may be forfeited:** In case of a successful Bidder/Tenderer, if the Bidder/Tenderer fails to furnish order acceptance within 1 day of the order and/or fails to furnish Performance Security within 21 days from the date of contract/ order.
- (vii) **For any query/clarification, please contact the Assistant Registrar, IISER Tirupati, during working hrs on phone no 0877-2500-224 /0877 2500 -233/235 or at all times on [purchase@iisertirupati.ac.in](mailto:purchase@iisertirupati.ac.in).**

**(viii) FINAL Selection of service provider:**

The selection of the service provider is based on the opening of the financial bid after the evaluation criteria have been met. The bidders will have to discount the menu given in Annexure I. This discount applies to each Fruits, Juice & Shakes. The Bidder who gives the highest discount will be considered as H1. The contractor must sell Fruits, Juices, and shakes at the quoted discounted rates on the menu price indicated in Annexure I.

**2.4 Site Visit:** It is **mandatory** for all interested bidders to conduct a site visit and assess and acquaint with the infrastructure provided in Shop as mentioned in the tender document, where the services are to be rendered, the site visit will provide bidders with a clear understanding of the scope of service, existing conditions, and any other relevant details required to submit a comprehensive and accurate bid. The bidders are requested to submit the Site visit form attached in the bid document as Annexure XI duly signed by both the parties without fail. The bids submitted without the site visit form will be summarily rejected.

**7. Licence Fee:**

- (i) **The bidders will have to pay fixed monthly license fees of ₹1,200 to IISER, Tirupati.**
- (ii) GST on license fees @ 18% or as per the prevailing Government rates shall be payable.

8. **Time of Mobilization:** The work covered by this contract shall have to commence on 01/08/2025 after the receipt of communication in the form of a letter/email/fax message and signing of the Agreement.
9. **Interpretation of Contract Documents:**
- 9.1. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error, or omission in the contract, the matter may be referred to the Registrar, IISER Tirupati, who shall give his decision and issue to the Bidder/Tenderer directing in how the work is to be carried out. The decision of the Competent Authority shall be final and conclusive, and the Bidder/Tenderer shall carry out work by this decision.
- 9.2. All services shall satisfy the high standards befitting the reputation of the Institute.
10. **Bidder/Tenderer's Subordinate Staff and their Conduct:**
- 10.1. The Bidder/Tenderer shall provide to the satisfaction of the Institute sufficient staff to supervise the execution of the work, including those with previous experience to supervise the type of work comprised in the contract in such manner as shall ensure work of a high standard commensurate with the reputation of the Institute. The Bidder/Tenderer shall appoint skilled personnel to ensure that the **Fruits, Juice, and Shakes** preparations are of good taste and to the satisfaction of the users.
- 10.2. The bidder/Tenderer for the operation of the facility shall fulfill the following responsibilities regarding cleanliness and sanitation:
- 10.2.1. Hygiene and sanitation standards should be strictly compliant with FSSAI regulations and/or prevalent norms. Compliance with the hygiene standards will be checked periodically. Noncompliance with hygiene standards will be sufficient reason to terminate the contract.
- 10.2.2. The bidder shall ensure that all employees of **Fruits, Juices, and Shakes shop** during their working hours, wear neat & tidy washed uniforms, head covering caps, face masks, and use gloves while preparing and serving **Fruits, Juices, and Shakes**, and, wherever applicable, maintain the personal hygiene of employees. Food handlers shall be free from Contagious diseases or any skin disorders. The Bidder/Tenderer shall have to submit a medical fitness certificate periodically (every six months), certified by the Medical officer of the Institute as proof of workers being healthy and fit to work in the **Fruits, Juice, and Shakes** preparation area. The staff must strictly adhere to all safety and hygiene precautions related to COVID-19 issued by the Food Safety and Standards Authority of India (FSSAI) from time to time.
- 10.2.3. Smoking, consumption/distribution of alcohol, use of pan and gutka, and drug/substance abuse by the employees is strictly prohibited in the **Fruits, Juices and Shakes shop** area as well as the Institute's premises
- 10.3. The Bidder/Tenderer shall submit to the Administration Department a list of workers, with complete details including local/permanent addresses, contact details, and their photographs, etc., for approval, who may be allowed to work in the Shop.
- 10.4. If and whenever any of the Bidder/Tenderer's employees shall, in the opinion of the Institute, be guilty of any misconduct or be incompetent or negligent in the performance of their duties or that in the opinion of the Institute, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the Bidder/Tenderer if, so directed by the Institute, shall remove such person/persons from employment within a reasonable time. Any person or persons so removed from work shall not again be employed in connection

with the work without the written permission of the Institute.

**10.5.** Any person so removed from work shall be replaced at the expense of the Bidder/Tenderer by a competent substitute in a reasonable time.

**10.6.** The Bidder/Tenderer shall be responsible for the proper behavior of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Bidder/Tenderer shall be bound to prohibit and prevent any employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or the properties. The Bidder/Tenderer shall be responsible thereof and indemnify the Institute of all consequent claims or actions for damages or injury or on any other grounds whatsoever. **The decision of the Registrar, IISER Tirupati, on any matter arising under this clause shall be final.**

### **11. Sub-Letting of Works:**

No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned, or sublet by the Bidder/Tenderer directly or indirectly to any person, firm, or whosoever. An action will be taken as per the direction of the Competent Authority if it is found that the bidder has sublet the work to a third party.

### **12. Force Majeure:**

**12.1.** In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean acts of God, war, revolt, riot, fire, flood, and acts and regulations of the Government of India or any of its authorized agencies.

**12.2.** Upon the occurrence of such cause and its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof, giving full particulars and satisfactory proof. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.

**12.3.** If the work is suspended by force majeure conditions lasting for more than ONE (01) month, the Institute shall have the option of cancelling the contract in whole or in part thereof at its discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Bidder/Tenderer.

### **13. Release of Information:**

The Bidder/Tenderer shall not communicate or use in advertising, publicity, sales releases, or in any other medium, photographs, or other reproductions of the work under this contract.

### **14. Completion of Contract:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of the contract. The same



may be extended further based on satisfactory performance of the Bidder/Tenderer with mutual consent on the same terms and conditions.

### **15. Schedule of Rates and Payments:**

The price to be paid by the users to the Bidder/Tenderer for the whole of the work to be done and the performance of all the obligations undertaken by the Bidder/Tenderer as per the terms of the contract shall be ascertained by the application of the schedule of rates and payment shall be made accordingly to the work executed and approved by the Institute.

### **16. Accident or Injury to Workman:**

The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Bidder/Tenderer through a claim from the insurance company. The Bidder/Tenderer shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect of or in relation thereto.

### **17. Damage to Property:**

No addition or alteration to the building or sanitary installation shall be carried out without obtaining prior approval in writing from the Competent Authority of the Institute

The Bidder/Tenderer shall make good any damage caused to the premises, except normal wear and tear. The decision of the Institute on the question whether damage is caused to the premises and if so, the quantum of damages payable on this account, shall be final and binding on the Bidder/Tenderer.

The Bidder/Tenderer shall be responsible for making good to the satisfaction of the Institute any loss or damage to any structures and properties within the Institute premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Bidder/Tenderer, his employees, agents, representatives, or sub-Bidder/Tenderers, he shall make good the loss as assessed by the Institute.

### **18. Accounting and Payment:**

**18.1.** IISER Tirupati will not be responsible for the payment. The bidder must sell **Fruits, Juices, and Shakes** at per discounted rates approved by the competent authority.

**18.2.** The rates so fixed are inclusive of all taxes, duties, levies, etc., imposed by the State/Central government and local bodies as on the dates of award of the work. However, if any new tax, duty, or levy is imposed or enhanced by the government/local bodies after the award of work, the same shall be discussed with the competent authority for revising the rates.

**18.3.** The service provider shall be accountable for on-the-spot sales of add-ons and its accounting.

### **19. General Rules:**

**19.1.** The premises will be used for the purpose for which the allotment will be made and not for

any other purpose without the written permission of the Competent Authority.

- 19.2.** The Licensee will not be permitted to franchise the contract for any other commercial activity outside the scope of the contract.
- 19.3. No person with any offensive police record shall be employed to work in the Institute Fruits, Juices and Shakes Shop. The service provider shall provide an undertaking for the same to the Institute.**
- 19.4.** Safety measures are to be provided by the Service provider/ themselves.
- 19.5.** The Service provider will ensure and comply with the provisions of various municipal and other local Rules/ Regulations/ Laws of the Government
- 19.6.** The Institute shall not be the party in case any dispute takes place between the Service provider and his employees.
- 19.7.** All staff deployed shall be sensitized towards proper attitude and behavior with women staff + students. They will have to mandatorily undergo a gender sensitization workshop conducted by the Institute or any other agency.

## **20. Termination:**

The Institute shall at any time be entitled to determine and terminate the contract for any reason, including unsatisfactory performance. A notice in writing from the institute to the Bidder/Tenderer shall be issued giving 30 (Thirty) days for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances, this 30 (Thirty) day period may be appropriately reduced or waived.

## **21. Arbitration:**

- 21.1.** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/after completion or abandonment of work orduring extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- 21.2.** If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such a person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both parties consent to this effect, failing which the arbitrator shall be entitled to proceed denovo.
- 21.3.** It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
- 21.4.** It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.
- 21.5.** The venue of arbitration shall be at IISER Tirupati.
- 21.6.** Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any



statutory modifications or re-enactment thereof, rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.

### **22. Jurisdiction:**

The contract shall be governed by and construed according to the laws in force in India. The Bidder/Tenderer shall hereby submit to the jurisdiction of the courts situated at Tirupati for actions and proceedings arising out of the contract, and the courts at Tirupati shall have the sole jurisdiction to hear and decide such actions and proceedings.

### **23. Important Notes:**

**23.1.** The Institute reserves the right to:

**23.1.1.** Amend the scope and value of the contract.

**23.1.2.** Amend the rate of the contract.

**23.2.** For any of the above actions, the Institute shall neither be liable for any damages nor be under any obligation to inform the applicants, the grounds for the same.

**23.3.** The Director, IISER Tirupati does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason.

**23.4.** Efforts on the part of the agencies or their agents to exercise influence or to pressurize the Institute for this contract shall result in rejection of the application. Canvassing of any kind is prohibited.

### 2. SCOPE OF WORK

The service provider is expected to provide the following services:

- 2.1. Preparation and Serving of **Fruits, Juices, and Shakes** in clean & hygienic
- 2.2. All the Fruits and other products must be fresh and of good quality.
- 2.3. All the Juice items and Shakes shall not be sold above the MRP. Juice items & Shakes prepared from outside shall not be brought inside the Institute without taking prior approval from the Institute authority related to the quality of food items.
- 2.4. The successful bidder must ensure that a minimum of 40 % of items in each category will be available per day.  
Note: For Menu Details, refer to Annexure I in the Tender Document
- 2.5. Cleaning of utensils and serving items is under the scope of the vendor.
- 2.6. Refilling of branded liquid soap for handwash is to be done by the service provider.
- 2.7. Housekeeping & Cleaning of the preparation area (inside the Shop) and auxiliary area attached to the **Fruits, Juices, and Shakes Shop** will be in the scope of the vendor. The pick-up at the kiosk is self-service, and users should clear their disposable waste after consumption in the respective bins. However, the Service provider is to ensure that the same is followed meticulously, and dining tables are to be cleaned after every use. The approximate area of the **Fruits, Juices, and Shakes Shop** is as follows:
- 2.8. Fruits, Juices and Shakes Shop is located in the dining block, admeasuring approximately **16.38 sq. meters**.
- 2.9. Single-use plastic, including plastic straws, etc., is prohibited on campus.
- 2.10. The Shop premises and water shall be provided by the Institute free of cost. Electricity at actuals to be paid by the service provider. However, every effort must be exercised by the Service Provider to minimize electricity and water usage and desist from unnecessary usage, and Voltage above 415 volts is to be used only with prior approval of the Competent Authority.
- 2.11. The contractor has to pay the **monthly Licence fee** before the 7th of every month. In the event of failing to do so, the contractor will not be allowed to open the Shop till the time the rent is paid (any deviation in this is to be duly approved by the competent authority of the Institute in advance).
- 2.12. The contractor shall purchase a separate meter and get it installed by the Engineering section of the Institute for recording electricity consumption. Payment of electricity charges will be made based on actual consumption, based on actual meter reading, as per the tariff fixed by the Institute (currently **₹7 per unit**), including surcharge plus applicable taxes, if any, and communicated by the Institute. Electricity charges have to be paid monthly. If the utility charges (Electricity) are not paid by the contractor within 15 days of the intimation to pay the Utility charges, the Shop will not be allowed to open till the time the utility charges are paid.
- 2.13. The inventory of articles shall be handed over to the Bidder/Tenderer in good and working condition at the commencement of the contract. **The Bidder/Tenderer shall be the custodian of this Institute's property and inventory during the period of the contract and shall make good any loss to the inventory by way of misuse or loss at his own cost.**

- 2.14. The preparation of **Juices and Shakes** shall be as per the brands mentioned in **Annexure II**.
- 2.15. The fruits and other products shall be kept in a clean, hygienic place and served in clean utensils, and no laxity will be permitted in this regard. The utensils must be maintained sparkling clean at all times.
- 2.16. The Service provider shall pay special attention to maintaining the Shop in a neat and tidy condition at all times. For this purpose, the Shop shall be cleaned thoroughly every day by the **Housekeeping staff of the service provider**.
- 2.17. The waste material and unused/leftover waste from the Shop will be removed from the shop premises every day. **The Bidder/Tenderer ensures that all the waste material and unused/leftover waste will be disposed of** in a clean and economically sustainable manner.
- 2.18. The Bidder/Tenderer shall not be allowed to use the Shop premises for anything other than the **Fruits, Juices & Shakes shop** beyond the scope of the contract.
- 2.19. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the bidder and the Institute committee.
- 2.20. The Institute Committee shall be authorized to impose an appropriate fine, as decided by the Competent Authority, on the Bidder/vendor in the event of sub-standard quality of fruits and other items, malpractice, lack of cleanliness or hygiene, or violation of any of the contract conditions.
- 2.21. Any complaint of insects and/or foreign objects found in any Fruits, Juices, and shakes would invite a fine as given below on the service provider in addition to the expenses towards health issues, if any, suffered by any users due to, consumption of such items. Any violation shall also result in the termination of the contract.
- 2.22. **Tentative Timings:** The following timings will be followed: **08.00 am to 09.00 pm**.  
**Note:** The above schedule is subject to change by the order of the IISER Tirupati.

### 3. PENALTIES

**3.1 IISER, Tirupati,** will have the full power to impose a penalty on the Vendor for not fulfilling the institute's requirements. Any lapses by the contractor will be viewed seriously, and penalties will be imposed on the contractor as given below:

(The penalty will be deducted from the performance guarantee deposit of the contractor.)

| S.NO | Violation  | Penalty per complaint (₹)                          |
|------|--|--|
| 1.   | Violation of any other tender term not mentioned below   | 5,000/-  |
| 2.   | Cockroaches, flies, insects, etc., in fruits and other items   | 5,000/-  |
| 3.   | Deliberate usage of spoiled/stale flavor ingredients, ex, rotten fruits, and items with an expiry date.                          | 10,000/-   |
| 4.   | Presence of annoying items in the Fruits, Juices, and shakes: - Harmful items like blades, glass, nails, pieces of plastic, etc. | 5,000/-  |
| 5.   | Three or more complaints related to cleanliness in a day/week  | 5,000/-  |
| 6.   | Food poisoning incidents (The same will be investigated by the Institute).   | Forfeiture of PBG and /or Cancellation of contract |
| 7.   | Non-adherence to the timings mentioned in the tender   | 5,000/-  |
| 8.   | Changes in the listed items without permission from IISER Tirupati   | 5,000/-  |
| 9.   | If the quality of items is not found to be appropriate, or if it is diluted.   | 5,000/-  |
| 10.  | Inappropriate personal hygiene of workers  | 5,000/-  |
| 11.  | Failure to maintain a proper health checkup of the workers   | 5,000/-  |
| 12.  | Using/storing brands not mentioned in the contract without prior permission  | 5,000/-  |
| 13.  | Noncompliance with the workers' dress Code / Uniform or deployment of requisite manpower at the site as given in the tender      | 5,000/- per incident                               |
| 14.  | Use of spurious brands, goods, or accessories in the preparation of food/ presentation   | 5,000/-  |
| 15.  | Damage to the Institute infrastructure   | 5,000/-  |
| 16.  | Possession /sale of restricted items, alcohol/tobacco, or consumption of Tobacco items   | 5,000/-  |

**3.2** The vendor has to pay the fine imposed by the Institute within 15 days of the fine-imposing date, failing which, the Registrar reserves the right to terminate the agreement. The security & caution deposit shall be forfeited, and the vendor has to vacate within 7 days of the notice, failing which legal action shall be initiated by the Institute.

**CHAPTER – IV: BID INFORMATION**

The Bidders are requested to submit their responses for the Tender/Tender response in TWO (02) parts, clearly labelled according to the following categories:

**PART-ONE (TECHNICAL BID)**

- (i) A list of all submitted documents should be provided.
- (ii) EMD Amount of ₹ 50,000/- (Fifty Thousand only)
- (iii) Annexures I TO X.
- (iv) Tender Documents duly signed and stamped on every page by the Authorized person of the Firm.

**PART-TWO (FINANCIAL BID)**

| Sl. No. | Description      | Flat discount offered on fixed prices for all items given in Annexure I (Flat Discount in %) |
|---------|------------------|--|
| (A)     | Discount offered | _____ %  |

Notes: - The bidder is to acquaint himself with the scope of work, all terms and conditions, and penalty details, etc., of the tender document before quoting the rates. After a flat discount ON ALL ITEMS GIVEN IN Annexure I, the decimal value of the individual item will be rounded off to the nearest value. The bidder who offers the highest discount on fixed rates for all items given in Annexure I will be given the contract to run the **Fruits, Juices, and Shakes Shops**.

**Items / Services which will be provided/served in the Shop / Outlet**

**INDICATIVE ITEMS**

| FRUITS |                                  |       |           |
|--------|----------------------------------|-------|-----------|
| S.No.  | Item                             | Price | Quantity  |
| 1.     | Fruit salad                      | 20    | 200 grams |
| JUICES |                                  |       |           |
| S.No.  | Items                            | Price | Quantity  |
| 1.     | Lemon                            | 15    | 300 ml    |
| 2.     | Mosambi                          | 25    | 300 ml    |
| 3.     | Banana                           | 25    | 300 ml    |
| 4.     | Musk Melon                       | 25    | 300 ml    |
| 5.     | Watermelon                       | 25    | 300 ml    |
| 6.     | Orange                           | 25    | 300 ml    |
| 7.     | Pineapple                        | 25    | 300 ml    |
| 8.     | Grapes                           | 25    | 300 ml    |
| 9.     | Cocktail (Mixed fruit)           | 25    | 300 ml    |
| 10.    | Apple                            | 25    | 300 ml    |
| 11.    | Strawberry                       | 25    | 300 ml    |
| 12.    | Any seasonal Vegetable Juice     | 25    | 300 ml    |
| SHAKES |                                  |       |           |
| 1.     | Badam shake                      | 30    | 200 ml    |
| 2.     | Vanilla Milk Shake               | 35    | 200 ml    |
| 3.     | Strawberry Milkshake             | 35    | 200 ml    |
| 4.     | Oreo Milkshake                   | 40    | 200 ml    |
| 5.     | Mango Milkshake                  | 40    | 200 ml    |
| 6.     | Sapota Milkshake                 | 40    | 200 ml    |
| 7.     | Black Currant Milk Shake         | 40    | 200 ml    |
| 8.     | Chocolate Milk Shake             | 40    | 200 ml    |
| 9.     | Chocolate Milk Shake with Chips  | 45    | 200 ml    |
| 10.    | Kit Kat Milk Shake               | 45    | 200 ml    |
| 11.    | Butterscotch Milkshake           | 45    | 200 ml    |
| 12.    | Butterscotch Milkshake with nuts | 45    | 200 ml    |
| 13.    | Double Chocolate Milkshake       | 50    | 200 ml    |
| 14.    | Red Velvet Milkshake             | 50    | 200 ml    |
| 15.    | Dry Fruit Milkshake              | 60    | 200 ml    |
| OTHERS |                                  |       |           |
| 16.    | Lemon mint Mojito                | 50    | 300 ml    |
| 17.    | Banana custard                   | 30    | 300 ml    |
| 18.    | Mango custard                    | 30    | 300 ml    |

|     |                     |    |        |
|-----|---------------------|----|--------|
| 19. | Apple custard       | 30 | 300 ml |
| 20. | Mixed fruit Custard | 35 | 300 ml |
| 21. | Banana smoothie     | 45 | 300 ml |
| 22. | Watermelon smoothie | 45 | 300 ml |
| 23. | Carrot smoothie     | 50 | 300 ml |
| 24. | Musk melon smoothie | 50 | 300 ml |
| 25. | Sapota smoothie     | 50 | 300 ml |
| 26. | Mint Mojito         | 50 | 300 ml |
| 27. | Orange Mojito       | 50 | 300 ml |
| 28. | Blue Ocean Mojito   | 50 | 300 ml |
| 29. | Watermelon Mojito   | 50 | 300 ml |
| 30. | Green Apple Mojito  | 50 | 300 ml |
| 31. | Lassi               | 25 | 300 ml |
| 32. | Strawberry Lassi    | 35 | 300 ml |
| 33. | Roohafza Lassi      | 35 | 300 ml |
| 34. | Mango Lassi         | 35 | 300 ml |
| 35. | Apple Lassi         | 35 | 300 ml |
| 36. | Kiwi Lassi          | 35 | 300 ml |
| 37. | Pineapple Lassi     | 35 | 300 ml |
| 38. | Orange Lassi        | 35 | 300 ml |
| 39. | Black Currant Lassi | 35 | 300 ml |
| 40. | Chocolate Lassi     | 35 | 300 ml |
| 41. | Dry Fruit Lassi     | 40 | 300 ml |
| 42. | Falooda             | 40 | 300 ml |
| 43. | Fruit Falooda       | 45 | 300 ml |
| 44. | Kesar Falooda       | 45 | 300 ml |
| 45. | Green Pista Falooda | 50 | 300 ml |
| 46. | Dry fruit Falooda   | 50 | 300 ml |
| 47. | Mango Malai         | 50 | 300 ml |
| 48. | Mulberry Malai      | 60 | 300 ml |
| 49. | Nutella mud         | 60 | 300 ml |

Note:

1. The above rates are inclusive of all applicable taxes, such as GST.
2. If the vendor desires to sell any items other than the above-mentioned items, the vendor should obtain prior approval from the Institute.

**Quality of ingredients and other items to be used in the Preparation of Juices and Shakes:**

| S. No. | Items                   | Brand   |
|--------|-------------------------|---|
| 1.     | Milk, Butter, Curd      | Amul, Heritage, Britannia, Vijaya, Jersey, Hatsun |
| 2.     | Sugar (White)           | Madhur, Dhampure, Uttam sugar, etc.               |
| 3.     | Flavorings and Essences | Hershey, Mala, Trinity, etc.                      |
| 4.     | All non-brands          | As desired by the IISER, Tirupati                 |

**Note –**

1. In case of non-availability of the Brand as per the above table, prior approval of the Institute is to be taken to get equivalent quality material approved by the FSSAI Act.
2. Artificial colours in the preparation of Juices and Shakes are strictly prohibited.



### **BIDDER'S STATEMENT**

**(ON THE COMPANY LETTER HEAD OF THE BIDDER)**

#### **NOTE:**

Bidders MUST submit ALL required documents in support of the minimum eligibility criteria along with the Tender proposal. No document in support of the minimum eligibility criteria will be accepted/entertained after the last date for submission of Tender Response. A list of all submitted documents should be provided.

| S No. | Description  | Detailed Response |
|-------|--|-------------------|
| 1.    | Name & Address of the Bidder organisation/firm   |                   |
| 2.    | Date of Commencement of Business   |                   |
| 3.    | Address of the Headquarters  |                   |
| 4.    | Name of the Authorised Person  |                   |
| 5.    | Legal Status (Attach copies of the original document defining the legal status):   |                   |
|       | i) An individual   |                   |
|       | ii) A proprietary firm/ HUF Firm   |                   |
|       | iii) A Firm in partnership   |                   |
|       | iv) A limited company  |                   |
|       | v) Corporation or Co-operative society   |                   |
| 6.    | Details of Registrations:  |                   |
|       | i) Income Tax Registration (Attach attested copy)  |                   |
|       | ii) GST registration   |                   |
|       | iii) FSSAI Registration  |                   |
|       | Bidder should comply with all legal documents related to the Food Safety & Standards Authority of India at Tirupati on the award of the contract. PF & ESIC Registration, Labour License if applicable.  |                   |
| 7.    | The bidder must have a valid registration and trade license for at least one year, demonstrating experience in providing similar services (s) for operating a Fruits, Juices, and Shakes shop. Valid registration and trade license for the same must be provided. |                   |
| 8.    | Details of the Firm.   |                   |



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Srinivasapuram – Jangalapalli Village, Panguru (G.P), Yerpedu Mandal, Tirupati Dist.,  
Andhra Pradesh – 517619

Website: [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in)

|    |   |  |
|----|---|--|
|    | (i) Address   |  |
|    | (ii) Phone No. Landline no Mobile no                  |  |
|    | (iii) Email address                                   |  |
|    | (iv) Year of Establishment                            |  |
|    | (v) Name of contact person and contact details        |  |
|    |   |  |
| 9. | Details of the earnest money deposit (EMD) submitted. |  |

Note: A Copy of the tender document to be attached with the signature and stamp of the authorized person.



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

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**ANNEXURE –IV**

## **BID SECURING DECLARATION FORM**

To,

The Director  
Indian Institute of Science Education and Research  
Srinivasapuram- Jangalapalli Village, Panguru (G.P)  
Yerpedu Mandal, Tirupati (Dist), Andhra Pradesh  
-517619 INDIA

### **Subject Bid Security Declaration**

It has been certified that all information provided in the tender form is true and correct to the best of my knowledge and belief. No forged/tampered document(s) are produced with a tender form for gaining an unlawful advantage. We understand that IISER, Tirupati, is authorized to enquire to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false/misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work/purchase orders being executed by us. Further IISER, Tirupati is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s that are improper/illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities/practices in my / our dealings with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute, or Any other Govt. Organization.

I / We are accepting that if we withdraw or modify our bids during the period of validity, etc., we will be suspended for a period of six months to participate in any tender issued by IISER Tirupati.

**Date: Signature of the Tenderer**

**Place:**

**Stamp**



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

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Srinivasapuram – Jangalapalli Village, Panguru (G.P), Yerpedu Mandal, Tirupati Dist.,

Andhra Pradesh – 517619

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**ANNEXURE –V**

## **DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**

(to be provided on letterhead of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/ State Government/ Public Undertaking/ Institute nor any criminal case registered/ pending against the firm or its owner/partners anywhere in India (or) against any of its branches (or) partners abroad.

I also certify that the above information is true and correct in any every respect and any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Place:

Name:

Designation:

Contact No.:

### **DRAFT AGREEMENT FORMAT**

(To be made on Rs 100.00 Non-Judicial Stamp Paper)

This agreement is made at Tirupati on the ..... day of.....**XXXXXX** ('Effective Date') between Indian Institute of Science Education and Research (IISER, TIRUPATI), a statutory body of the Government of India, acting through the **REGISTRAR of IISER, TIRUPATI**, having its office at IISER, TIRUPATI Campus, Srinivasapuram-Jangalapalli Village, Panguru (G.P), Yerpedu Mandal, Tirupati, Andhra Pradesh – 517 619(herein after called 'IISER, TIRUPATI' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and assigns) of the (First Part)

**and**

M/s.....having its registered office at ..... (hereinafter called the 'Service Provider',) which expression, unless repugnant to the context, shall mean and include its successors-in-interest, assigns, etc. of the Second Part.

WHEREAS the 'IISER, TIRUPATI' is desirous to engage the 'Service Provider' for running a Fruits, Juices and Shakes Shop at IISER, TIRUPATI-517619 on the terms and conditions stated below:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The Service provider shall **provide Fruits, Juices, and Shakes shop services** at IISER, Tirupati.
2. On the award of the contract, the contractor shall deposit **₹ 1,00,000/-** as security and caution deposit with the institute, called a deposit/pay order/ bank guarantee/ Demand Draft issued by a scheduled bank in favour of The Registrar, IISER, Tirupati in specified form which shall be valid for two months beyond the duration of the contract.
3. The service provider shall **operate the Fruits, Juices, and Shakes shop** at the premises by deploying its well-trained and experienced personnel.
4. **Security deposit of ₹ 1,00,000** with validity of 60 days beyond the contractual obligation, in the form of Bank Guarantee of Nationalized and Scheduled Commercial Banks authorized to do Govt. business (i.e. HDFC, ICICI and Axis Bank Ltd) shall be furnished by the 'Service Provider' at the time of signing of the Agreement as per "Annexure- VIII" of bid document.
5. There would be **no increase in rates payable to the 'Service Provider'** during the contract period. The 'Service Provider' also agrees to comply with the Terms and Conditions & Scope of work of the bid document.

6. The Service provider shall pay the rental charges of ₹. 1200/- Plus GST or as per the prevailing Government rates shall be payable
7. The Service provider shall **keep in liaison** with the police/local authorities and fire brigade **to obtain timely assistance** from them **in case of an emergency**.
8. The **IISER, Tirupati**, shall always have the right and liberty to **do a surprise inspection** at its sites.
9. The services rendered by the service provider under this agreement will be under the close supervision, coordination, and guidance of the IISER, Tirupati.
10. All personnel shall abide by the security/ safety/ discipline directives issued by the IISER, Tirupati.
11. It is clearly understood by the service provider that the persons employed by the service provider for providing services as mentioned herein shall be the employees of the service provider only and not of the IISER, Tirupati.
12. The Service provider shall obtain all registrations/ permissions/ licences, etc., which may be required under any labour or other legislations for providing the services under this agreement.
13. The Service provider/Bidder shall be solely responsible for compliance with the provisions of various laws, Industrial and any other laws applicable, and all the licences/ statutory obligations, etc., relating to the maintenance contract in IISER, TIRUPATI. The “Service Provider” will give proof of fulfilling statutory obligations. The ‘IISER, TIRUPATI’ shall have no liability in this regard.
14. The Service provider undertakes to comply with the applicable provisions of all welfare legislations and, more particularly, with the Contract Labour (Regulations and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement.
15. In the event of failure of the Service provider to provide the services or part thereof as mentioned in this agreement for any reason whatsoever, the **IISER, Tirupati shall be entitled to procure services from other sources and the Service provider shall be liable to pay forthwith to the IISER, Tirupati the difference of payments made to such other sources, besides damages at double the rate of payment.**
16. The Service provider/Bidder shall be solely responsible for any accident/medical/health health-related liability/compensation for the personnel deployed by it at the IISER, TIRUPATI site. The ‘IISER, TIRUPATI’ shall have no liability in this regard.
17. The contract can be terminated by either party by giving one month's notice to the other party.
18. In case of non-compliance with the contract, the ‘IISER, TIRUPATI’ reserves its right to:
  - 18.1. Terminate/Cancel/revoke the contract; and/or
  - 18.2. Impose a penalty as per clause 3 of Chapter III of the Tender document.
19. The IISER, Tirupati, shall give **only 24 hours' notice for termination** of this agreement to the Service provider **when there is a major default** in compliance with the terms and

conditions of this agreement or the Service provider has failed to comply with its statutory obligations.

20. This agreement may be terminated forthwith if the Service Provider becomes **insolvent, ceases its operations, dissolves, files for bankruptcy, or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to terminate this agreement immediately.**
21. Any violation of the instruction/agreement or suppression of facts will attract cancellation of the agreement without any reference or any notice period.
22. The following documents shall be deemed to form and be read and construed as part of this service contract agreement, viz:
  - 22.1. Letter of Award/Acceptance of Service Contract
  - 22.2. Terms and Conditions of the Service Contract.
  - 22.3. Notice Inviting Tender/ Complete RFP including Annexure and Forms.
  - 22.4. Scope of Work of the Service Agency.
  - 22.5. Addenda, clarifications, if any.
  - 22.6. Any other additional terms & conditions forming part of the service contract.
23. The Service provider shall always inform the IISER, Tirupati, in writing about any change in its address or the names and addresses of its key personnel.
24. The parties can amend this agreement at any time. However, such an amendment shall be effective only when it is reduced to writing and signed by the authorised representatives of both parties hereto.
25. The Service provider shall not change its ownership without prior approval of the IISER, Tirupati.
26. In case of a dispute between the 'Service Provider' and 'IISER, TIRUPATI', 'IISER, TIRUPATI' shall have the right to decide. However, all matters shall have the jurisdiction of the local courts at Tirupati.
27. **This agreement is made in duplicate.** The Service provider shall return a copy of this agreement, duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work order against this agreement without prior submission of order acceptance, it will be taken that all terms are acceptable.
28. The total value of the agreement, including applicable taxes, for the job work at IISER, TIRUPATI will be Rs..... /- for one year, which will be effective from.....
29. The contract will be valid for the year w.e.f. ....



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

Srinivasapuram – Jangalapalli Village, Panguru (G.P), Yerpedu Mandal, Tirupati Dist.,

Andhra Pradesh – 517619

Website: [www.iisertirupati.ac.in](http://www.iisertirupati.ac.in)

**ANNEXURE –VII**

## **NO RELATIONSHIP CERTIFICATE**

**(ON OFFICIAL LETTERHEAD, SIGNED AND STAMPED)**

This certificate is issued to affirm that we, M/s \_\_\_\_\_, are participating in the tender process for \_\_\_\_\_ (specify the goods/services being procured) under tender No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Indian Institute of Science Education and Research Tirupati, hereby declares that there exists no relationship, whether direct or indirect, between any of our employees and any employee of the procuring organization, namely IISER Tirupati.

We understand and acknowledge that in the event of any such relationship being discovered at any stage during the tender process or subsequent contract execution, we shall accept full responsibility for such findings.

Furthermore, we undertake that we are liable to be blacklisted by the procuring organization, and the Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) submitted by us will be forfeited by IISER Tirupati without any recourse.

This declaration is made in good faith and with full awareness of the consequences of providing false information.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Signatory**  
**(Signature of the Bidder with Official Seal)**





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**ANNEXURE –VIII**

## UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE

(On company letterhead)

Date: .....

Tender No: .....

We undertake to submit Performance Bank Guarantee (PBG) of ₹ 1,00,000/- One Lakh rupees only in case IISER Tirupati decides to award the contract to us against tender no \_\_\_\_\_ dated for providing Fruits, Juices and Shakes shop services at the campus. The PBG will be valid for 14 Months from the date of commencement of the contract.

Thanking you,

Sincerely,

For M/s \_\_\_\_\_

(Name of the bidder)

Signature & company Seal

Name, Designation, and contact

### **ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date:

To,

The Director

Indian Institute of Science Education and Research Tirupati

**Sub: Unconditional Acceptance of Terms & Conditions of the 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' 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 (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/ organization have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of the above-mentioned tender document(s) / corrigendum(s) in their totality/entirety.
5. 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/organization 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.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



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**ANNEXURE –X**

## **Authorization for Attending Pre-bid Conference**

(The Service provider/Bidder shall fill in this Form by the instructions indicated on its letterhead.)

Service Provider's Name \_\_\_\_\_

Date.....

To

REGISTRAR,

IISER, TIRUPATI, – 517619 (A.P.)

Ref: CPP Portal Bid No.: ..... dated .....

Tender Title: **Running a Fruits, Juices, and Shakes Shop**

Subject: Authorization for attending Pre-bid Conference on \_\_\_\_\_(date).

The following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of \_\_\_\_\_(Service provider) in order of preference given below.

| Sr. No.                         | Name Government Photo ID Type/Number | Government Photo ID Type/ Number |
|---------------------------------|--------------------------------------|----------------------------------|
| 1                               |                                      |                                  |
| 2                               |                                      |                                  |
| <b>Alternate Representative</b> |                                      |                                  |

Note:

1. A maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Date:

Signatures of the bidder

or

Place:

Officer authorized to sign the bid.

Documents on behalf of the bidder

[Name & address of the Service provider/Bidder and seal of the company]



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## ANNEXURE –XI

**On the Letterhead of the Bidder/Service Provider/Firm]**

### **DECLARATION OF SITE VISIT – FRUITS, JUICES & SHAKES SHOP**

I/We, \_\_\_\_\_, the undersigned, [Name of the Partner/s or Authorized Representative of Bidder], representing [Name of the Bidder/Service Provider/Firm], it is hereby declared that a thorough inspection and assessment of the premises at New Dining Block at IISER Tirupati Campus has been conducted by us. This includes verification of existing facilities, infrastructure, utilities, and service points where the supply, installation.

During the site visit, we have: Carefully reviewed and recorded the layout and functioning of the premises. Assessed existing available space, water and power supply, drainage, and related utilities. Verified locations designated for storage, food preparation, and service areas. Understood the operational requirements and any logistical constraints relevant to the execution of the contract. We confirm that the bid submitted is based on actual conditions observed during the site visit, and we are fully aware of the responsibilities, risks, and requirements involved.

Furthermore, we agree that: Any omissions, errors or misjudgments on our part regarding the site conditions shall not be considered a ground for extra claims or changes post-award. We shall undertake the execution of services/supplies strictly as per the site conditions observed and the terms of the tender. We acknowledge that the accuracy and completeness of our bid rely on the inspection carried out and we shall not raise any claims for additional compensation on account of site conditions.

Representative, IISER Tirupati

Name:

Designation:

Contact No.

Authorized Signatory (Agency)

Name:

Designation:

Contact No.

Seal

Seal

Place: \_\_\_\_\_

Date: \_\_\_\_\_

### CHECKLIST FOR BIDDER

BIDDERS are to indicate whether the following are enclosed/mentioned by striking out the non relevant option.

| (Technical - Bid)<br>(Following documents to be provided as a single PDF file) |  |             |           |                   |
|--|--|-------------|-----------|-------------------|
| Sl. No.  | Documents  | Annexure No | File Type | Document Attached |
| 1.   | SCANNED COPY OF EMD OF ₹.1,00,000/- (ONE LAKH)                                 | -           | .PDF      | (Yes /No)         |
| 2.   | INGREDIENTS AND OTHER ITEMS TO BE USED IN THE PREPARATION OF JUICES AND SHAKES | II          |           |                   |
| 3.   | BIDDER'S STATEMENT   | III         | .PDF      | (Yes /No)         |
| 4.   | BID SECURING DECLARATION FORM  | IV          | .PDF      | (Yes /No)         |
| 5.   | DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION                              | V           | .PDF      | (Yes /No)         |
| 6.   | DRAFT AGREEMENT FORMAT   | VI          | .PDF      | (Yes /No)         |
| 7.   | NO RELATIONSHIP CERTIFICATE  | VII         | .PDF      | (Yes /No)         |
| 8.   | UNDERTAKING FOR SUBMISSION OF PERFORMANCE BANK GUARANTEE                       | VIII        | .PDF      | (Yes /No)         |
| 9.   | ACCEPTANCE OF TENDER TERMS   | IX          | .PDF      | (Yes /No)         |
| 10.  | AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE                                 | X           | .PDF      | (Yes /No)         |
| 11.  | UNDERTAKING FOR THE SITE VISIT   | XI          | .PDF      | (Yes /No)         |
| 12.  | TENDER TERMS & CONDITIONS ACCEPTANCE SIGNED WITH OFFICIAL SEAL IS ATTACHED     | -           | .PDF      | (Yes /No)         |

| (Financial - Bid)<br>(Following documents to be provided as a single PDF file) |   |             |           |                   |
|--|---|-------------|-----------|-------------------|
| Sl. No.  | Documents   | Annexure No | File Type | Document Attached |
| 1.   | PRICE BID SHOULD BE SUBMITTED IN EXCEL (BOQ) FORMAT | I           | .PDF      | (Yes /No)         |



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## IMPORTANT NOTICE

Tenderers responding to this enquiry shall be deemed to agree to the terms and conditions herein contained. These terms and conditions shall be binding on the successful tenderer. Conditional tenders are liable to be rejected. IISER TIRUPATI will process the tender as per IISER TIRUPATI standard procedures. The director of the Institute reserves the right to reject any or all or part of the tender without assigning any reason, and shall also not be bound to accept the lowest tender. IISER TIRUPATI would not be under any obligation to give any clarifications to the agencies whose bids are rejected.

I agree to all the terms and conditions mentioned in the tender document of the Institute.

Signature of the Tenderer.