

## e PROCUREMENT PORTAL

Tender inviting authority	:	The Registrar, KSLU, Hubballi
Tender notification Number	:	No. KSLU/Adm/Catering/2018-19/ Dated:
Tender Title	:	<b>Tender for SUPPLY OF TEE SNACKS AND EXECUTIVE LUNCH/ WORKING LUNCH</b>
Tender Nature	:	SERVICES
Type of Tender	:	ITEM WISE
Tender Evaluation Type	:	TWO COVER system,
Department	:	K S L U
Bid Validity Period	:	90 days
No of Calls	:	<b>Ist Call</b>
Tender Type	:	OPEN
Denomination Type	:	RUPEES
<b>CONTACT INFORMATION:</b>	:	
Contact Person name	:	
Office Telephone Number	:	0836-2222392-2222479
Mobile Number	:	
Estimated cost (Approx)	:	Rs. 20,00,000.00
Amount of Earnest Money Deposit (INR)	:	Rs. 50,000.00
Tender Processing Fee	:	As per e-governance Tariff
<b>Tender Schedule / Dates</b>	:	
NIT Published Date	:	
Last Date & Time for Tender Queries/Clarifications	:	26/06/2018 Up to 5 PM
Last Date & Time for receipt of tenders	:	03/07 /2018 Up to 5 PM
Date & Time for Opening of Financial Bid	:	05/07/2018 5.10 PM
<b>Security deposit</b>	:	The successful tenderer shall have to pay a security deposit of Rs 50,000-00 in the form of DD in the name finance officer of any Nationalized Banks valid for a period of ONE year w.e.f. date of work/service order

SUPPLIER

1

  
REGISTRAR

**TENDER DOCUMENT**  
**FOR THE SUPPLY OF SNACKS AND EXECUTIVE LUNCH/WORKING**  
**LUNCH FOR A PERIOD OF ONE YEAR TO THE KARNATAKA STATE**  
**LAW UNIVERSITY**

NO: \_\_\_\_\_

DATE:

**SECTION I. INVITATION FOR TENDERS (IFT)**

(Through GOK e-procurement platform [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in))

1. The Registrar, KSLU, Hubballi invites tenders from eligible Tenderers for the supply of Snacks and Executive Lunch/Working lunch for One year as per details noted in the Section III of the tender document.
2. Tender documents (and additional copies) may be downloaded from e-procurement portal Tenderers may obtain further information at **e-procurement platform [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)** and kslu website [kslu.ac.in](http://kslu.ac.in).
3. Tenders must be accompanied by EMD amount specified in the tender document, i.e., Rs. 50,000.00 (Twenty Fifty Thousand Rupees only) of the drawn in favour of the Finance Officer, KSLU, Hubballi payable at Hubballi. Earnest money deposit to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.
4. Tenders must be delivered/uploaded to **e-procurement platform [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)** on or before 5.00 hours on 03/07/2018 and will be opened on 05/07/2018 at 5.10 hours, in the presence of the Tenderers of their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. Other details can be seen in the tender documents.

SUPPLIER

2

  
REGISTRAR

## SECTION II : INSTRUCTIONS TO TENDERERS

### A. Introduction

#### **1. Eligible Tenderers**

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

#### **2. Cost of Tendering:**

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Karnataka State Law University hereinafter referred to as "KSLU", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### B. The Tender Documents

#### **2. Contents of Tender Documents**

2.1 The food items required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- (a) Instruction to Tenderers (ITT);
- (b) Schedule of Requirements;
- (c) Qualification Criteria;
- (d) Tender Form and Price Schedules
- (e) Contract Form

2.2. The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the Tender documents of submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

2.3 A prospective Tenderer requiring any clarification of the tender documents may notify the KSLU in writing or by telex or cable or fax at the KSLU's mailing address indicated in the Invitation for Tenders. The KSLU will respond in writing to any request for clarification of the tender documents which it receives no later than 8 days prior to the deadline for submission of tenders prescribed by the KSLU. Written copies of the KSLU's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers which have received the tender documents.

SUPPLIER

3

  
REGISTRAR

### **3. Amendment of Tender Documents**

- 3.1 At any time prior to the deadline for submission of tenders, the KSLU may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.
- 3.2 All prospective Tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 3.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KSLU, at its discretion, may extend the deadline for the submission of tenders.

### **4. Documents Comprising the Tender**

- 4.1 The tender prepared by the Tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 5,6 and 7;
  - (b) Earnest money deposit furnished in accordance with ITT clause 8.

### **5. Tender form**

- 5.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the food items to be supplied, a brief description of the food items, quantity and prices.

### **6. Tender Prices**

- 6.1 The Tenderer shall indicate on the Price Schedule, the unit prices and total tender prices of the food items it proposes to supply under the contract. To this end, the Tenderers are allowed to offer discounts. However, Tenderers shall quote for the complete requirement of food items and services specified under schedule, failing which such Tenderers will not be taken into account for evaluation and will not be considered for award.
- 6.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The price of the food items, quoted including all duties and sales and other taxes already paid or payable
  - (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- 6.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account.

### **7. Tender Currency**

- 7.1 Prices shall be quoted in Indian Rupees

**SUPPLIER**

4

  
**REGISTRAR**

## 8. Earnest Money Deposit and Security Deposit

8.1 Pursuant to ITT clause 4, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-III-Schedule of Requirements.

8.2 The earnest money deposit is required to protect the KSLU against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to clause 8.6

8.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

Earnest Money Deposit (EMD) through e-procurement portal. EMD payment can be paid in the following two modes of payment: by authorized dealer in India.

i. NEFT

ii. OTC (Remittance at the Bank Counter – Only Axis Bank)

8.4 The successful tenderer shall have to pay a Security Deposit of (5% of the estimated cost) in the form of DD in the name of Finance officer of any Nationalized Bank valid for a period of One year w.e.f. date of Work/Service Order.

8.5 Any tender not secured in accordance with ITT clauses 8.1, 8.3 and 8.4 above will be rejected by the KSLU.

8.6 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the KSLU, pursuant to ITT clause 9.

8.7 The earnest money deposit may be forfeited:

(a) If a Tenderer

(i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 20

## 9. Period of Validity of Tenders

9.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the KSLU. A Tender valid for a shorter period shall be rejected by the KSLU as non responsive.

## 10. Deadline for Submission of Tenders

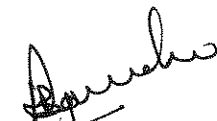
Tenders must be received by the KSLU no later than the 17.00 hours on / /2018 specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the KSLU, the Tenders will be received up to the appointed time on the next working day.

## 11. Late Tenders

Any tender received by the KSLU after the deadline for submission of tenders prescribed by the KSLU, will be rejected and/or returned unopened to the Tenderer.

SUPPLIER

5

  
REGISTRAR

## **12. Opening of Tenders by the KSLU**

12.1 The KSLU will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 4.30 hours on / / 2018 and in the following location:

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the KSLU, the tenders shall be opened at the appointed time and location on the next working day.

12.2 Tenders and modifications sent pursuant to ITT that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances. The KSLU will prepare minutes of the tender opening.

## **13. Clarification of Tenders**

During evaluation of tenders, the KSLU may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

## **14. Evaluation and Comparison of Tenders**

The KSLU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 17 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

## **15. Award of Contract**

In the absence of prequalification, the KSLU will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified and is qualified to perform the contract satisfactorily.

## **16. Award Criteria**

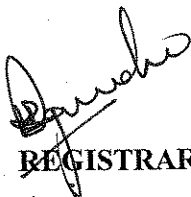
The KSLU will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

## **17. Preliminary Examination**

17.1 The KSLU will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization shall be treated as non-responsive.

SUPPLIER

6

  
REGISTRAR

#### SECTION IV: QUALIFICATION CRITERIA

1. The Tenderer should be a either Proprietorship, or Partnership Firm or Private Limited Company or Public Limited Company. Furnish the copy of Certificate incorporation or Partnership deed or Registration copy with the appropriate authorities in support of the nature of organization.
2. Tenderer should have at least existing three clients and provide the list of the five clients with their address and a proof of agreement copy entered with them.
3. The Tenderer should produce the copy of Permanent Account Number (PAN) issued by the Income Tax Authorities.
4. The average annual turnover of the company should be Rs. 10.00 Lakhs or more for the last 3 financial years i.e., 2015-16, 2016-17 and 2017-18. Furnish copy of the Annual Report or Balance Sheets, Profit and Loss Account and Schedules in support of turnovers.
5. The Tenderer shall submit the copy of Income Tax Return filed with the Income Tax Authorities for the last 3 Financial years i.e., 2015-16, 2016-17 and 2017-18 (Assessment year 2015-16, 2016-17 and 2017-18)
6. The Tenderer shall submit the copy of VAT/GST returns filed with the concerned authorities for the last 3 years i.e, 2015-16, 2016-17 and 2017-18.
7. The Tenderer shall submit the copy of Service Tax Registration Certificate along with the last 3 years returns filed with GST/VAT Tax Authorities i.e., 2015-16, 2016-17 and 2017-18.
8. Each and every page of the tender documents submitted/uploaded in e-procurement portal shall be serially numbered and signed by the authorized signatory of the concerned Tenderer.
9. Tender form to be filled and uploaded.

SUPPLIER

21

  
REGISTRAR

**SECTION V: TENDER FORM**

Date:

To: The Registrar, KSLU, Navanagar, Hubballi.

(Name and address of the KSLU)

Having examined the Tender Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver \_\_\_\_\_ (Description of Goods and Services) in conformity with the said tender documents for the sum of \_\_\_\_\_ (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12.2 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(Signature)

Duly authorized to sign Tender for and on behalf of

**SUPPLIER**

22

  
**REGISTRAR**



Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO	BRIEF DESCRIPTION OF CATERING SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
-------	--	-------------------------	------------	-------------	----------------

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
 said .....(For the Purchaser)  
 in the presence of: .....

Signed, Sealed and Delivered by the  
 said .....(For the Supplier)  
 in the presence of: .....

**SUPPLIER**

  
**REGISTRAR**

**Technical bid format**

1.	Name and Address of the Firm. Telephone No. Fax No. E-Mail.	
2.	Name and Designation of Firm in charge or contact Person.	
3.	Status ( Whether an Individual / Partnership / Firm / Public / Private Limited Company )	
4.	In case of Partnership Firm a) Whether it has been registered. b) If registered, provide certified, extract from the Registre of Firm. c) Name of all Partners. d) Details of Partnership deed. (please enclose copy of the same)	
5.	Tenderer should have at least existing three clients and provide the list of the five clients with their address and a proof of agreement copy entered with them.	
6.	The Tenderer should produce the copy of Permanent Account Number (PAN) issued by the Income Tax Authorities.	
7.	The average annual turnover of the company should be Rs. 10.00 Lakhs or more for the last 3 financial years i.e., 2015-16, 2016-17 and 2017-18. Furnish copy of the Annual Report or Balance Sheets, Profit and Loss Account and Schedules in support of turnovers.	
8.	The Tenderer shall submit the copy of Income Tax Return filed with the Income Tax Authorities for the last 3 Financial years i.e., 2015-16, 2016-17 and 2017-18 (Assessment year 2015-16, 2016-17 and 2017-18)	
9.	The Tenderer shall submit the copy of VAT/GST returns filed with the concerned authorities for the last 3 years i.e, 2015-16, 2016-17 and 2017-18.	
10.	The Tenderer shall submit the copy of Service Tax Registration Certificate along with the last 3 years returns filed with GST/VAT Tax Authorities i.e., 2015-16, 2016-17 and 2017-18.	
11.	Each and every page of the tender documents submitted/uploaded in e-procurement portal	

SUPPLIER

38

  
REGISTRAR

	shall be serially numbered and signed by the authorized signatory of the concerned Tenderer.	
12	Tender form to be filled and uploaded.	

**DECLARATIO**

The information furnished above to the best of my knowledge and ability is true and we Undertake to.

Inform you if any change in the above particulars regarding our business from time to time.

Place:

Date:

Signature of the tenderer with  
Name, Address & Seal

**SUPPLIER**

39

  
**REGISTRAR**

2