



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR CAFETERIA SERVICES AT IIM KASHIPUR

NOTICE INVITING TENDER (NIT) NO.

IIMKASHIPUR/PUR DEPTT /NIT/ 01/ 2021-22 DATED 20 APR 2021

1. Bids in sealed cover are invited for rate contract from reputed, experienced and financially sound parties for Cafeteria Services at IIM Kashipur. Please super scribe the outer cover of the sealed bid as “CAFETERIA SERVICES AT IIM KASHIPUR”, NIT/01 dated 20 Apr 21 to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.
2. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below –
 - a. Bids/queries to be addressed to: STORE AND PURCHASE OFFICER
 - b. Postal address for sending the Bids:

STORE AND PURCHASE OFFICER
INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR
KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR,
UTTARAKHAND (INDIA) PIN – 244713
Website: www.iimkashipur.ac.in
 - c. Name/Designation of the contact personnel: STORE AND PURCHASE OFFICER
 - d. Telephone numbers of the contact personnel: 91-7088270882, 7900444090 / 321
 - e. e-mail ids of contact personnel: purchase@iimkashipur.ac.in
 - f. Last date and time of submission of Bid: 25 May 2021 at 1100hrs. Any changes of the schedule will be notified on the Institute’s website.
 - g. Date and time of opening of Bid: 25 May at 1130hrs onwards. Any changes of the schedule will be notified on the Institute’s website. If the date is holiday, the next working day will be the opening date of the tender.
3. **Cost of Bid Document/Tender Fee:** NIL. Bidders can download bid document from the website of IIM Kashipur. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.
4. **Estimated Volume of Business** The yearly total estimated business volume is approximately Rs. 6,00,000/- (Rupees Six Lakh approximately).
5. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.



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6. The NIT may be signed on all the pages by the bidder. Buyer also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
7. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
8. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above. The Bid should contain copy of NIT document duly signed and may be stamped on each page along with demand draft of EMD as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services.
9. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing or telephonically about the clarifications sought not later than two days prior to the date of opening of the Bids.
10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.
13. **Earnest Money Deposit:** N/A
14. **SCOPE OF WORK:**
 - (a) The period of contract shall be initially for two years which may be extended annually on satisfactory performance of the vendor and on mutual consent of both the parties. Proposed date of commencement of the Work/Contract: **01 Jul 2021.**
 - (b) The Contractor shall fulfill all the obligations arising under the contract and shall not enter into sub-contract with other party/parties. He shall have no right for tenancy, demise or any interest whatsoever in respect of said premises.
 - (c) The Contractor shall supply quality food stuffs, beverages and other refreshments to the satisfaction of the Institute. The Institute has a right to inspect the materials used by the Contractor periodically and impound any items, the quality of which is found substandard. The Institute is also entitled to insist on branded materials to be used for preparation of food/beverages. Only fresh items like vegetables etc., shall be used.
 - (d) All items of food, raw materials for food purchased will have to confirm to the standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "Agmark", ISI , FSSAI as applicable.
 - (e) The Contractor shall use the Electrical cooking range and other similar equipment's of its own. LPG is not to be used in academic area. The Contractor shall arrange all items such as Refrigerator, cutlery, crockery, utensils and other equipment to be installed in the kitchen and other requirements for running the Canteen. The contractor will take all necessary precautions towards safety as per government guidelines and fire hazards.



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- (f) The rate list and menu as approved by the Institute should be displayed clearly. Any change in the rate list or item should be duly approved by Institute authority. Item mentioned in the approved rate list are only to be kept in canteen. No special item to be prepared and supplied by the contractor. The menu as per Appendix-II. All packed items not to be sold above MRP.
- (g) Surprise visits to the canteen will be made by the Institute's officials from time to time to inspect the canteen premises to check the quality of food, services and cleanliness of the canteen. The contractors have to cooperate for all such inspections. If required, a feedback from the users could be obtained anytime.
- (h) The Canteen will function from 10:00 am to 8.00 pm and may change as per the requirement of the institute. Timings could be flexible but with prior permission from the Institute authority. Canteen shall be kept open on all the days during the period when the Classes, training courses or seminars etc., are conducted by the Institute and on such other days as may be indicated by the Institute.
- (i) The contractor shall maintain all the items including equipment, utensils, cooking area and surroundings in proper and hygienic conditions. The Contractor shall store food stuffs, drinking water and other articles in a hygienic condition. The contractor shall also maintain a list of kitchen equipments, utensils and other appliances installed in the canteen at his own cost and shall produce such list to the institute whenever required. The contractor shall store the food stuffs, drinking water and other articles in a hygienic condition as per food and safety norms.
- (j) The Contractor shall arrange proper bins for throwing refuse/waste from the canteen and arrange at his own cost for regular, prompt and proper removal of such refuse from the Institute, every day. The good quality and adequate size of bins to be placed at appropriate place(s) at cafeteria as notified by the estate department of the institute.
- (k) The contractor and his staff deployed shall adhere to the institute's discipline norms and in no case shall disturb the working of the institute and follow the instructions issued from time to time in this connection.
- (l) Requisite staff of canteen contractor will be allowed to stay in the canteen after working hours (under special circumstances) only with prior permission from the administration of the Institute and no unauthorized person shall be allowed to stay in the canteen.
- (m) The Contractor shall employ at his own expenses efficient and experienced persons for supervision and working of the Canteen and adequate number of helpers/stewards. The Contractor shall ensure that such servants employed by him shall be free from diseases, clean, courteous and neatly dressed.
- (n) The contractor shall have no right to sublease the contract or entrust the work to anyone else without the written permission of the Institute.
- (o) The contractor shall strictly adhere to:
 - (i) Child Labor Abolition Act
 - (ii) Essential Commodities Act
 - (iii) Food and Beverages Act
 - (iv) State Guest Contract Act or Any other Act as applicable from time to time
- (p) The possession of the premises will always be that of IIM Kashipur even when the premises would be in use of the contractor.
- (q) No employee/student/outsideers will be allowed to smoke or consume alcohol/ banned or abused drugs in the canteen. The contractor shall not keep or sell any tobacco products or health hazard articles.



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- (r) The said premises shall not be utilized for purpose otherwise than for the purpose of running the Canteen. The Contractor shall not make or permit to be made without the prior permission in writing of the Institute, any structural alterations or additions of any kind, either temporarily or permanently to the said premises.
- (s) The contractor is required to pay the electricity and allied charges per month as per the norms of the institute. The rent as finalised will be paid by the contractor before 10th day of every month. The delay in payment of the same will invite a penalty of Rs. 100/- (Rupees One Hundred only) per day.
- (t) The Institute reserves the right to terminate the contract at any time after getting recommendation of an independently appointed committee against any serious complaint(s) regarding the performance/maintenance of the canteen. The committee shall consist of at least one student and non-teaching staff representative of adequate level as a member and the decision taken by the competent authority on the recommendation of the committee in this regard shall be final.
- (u) The contractor shall be responsible for recovery of dues if any towards any person/student of the Institute. It is advised not to encourage the credit system. Steps should be taken to promote digital transaction as per Government orders.
- (v) Payment for the bills for services provided to the Institute will be made on monthly basis after submission of bills in duplicate for the month.
- (w) The contract can be terminated either by the Institute or the Contractor by giving minimum three months of notice. In case the contractor violates the terms & conditions of the contract his contract would be cancelled without any notice.
- (x) The price of the food articles may be revised after one year as per the prevailing market rate.

15. All allotment shall be made only on rent basis. However, before the occupation of the shops the allottee, after getting the allotment letter, the allottee shall have to submit the following:

- (i) Performance Guarantee as prescribed is to be deposited in advance before occupation. It will be refunded on successful completion of the tenure of contract.
- (ii) Execute a lease agreement in the prescribed Performa on stamped paper worth Rs. 100/-. Self Police verification and the police verification of the employees to be submitted at the earliest to the institute.
- (iii) All formalities in respect of allotment of shop like signing inventory of fixtures (electrical and civil), etc. shall be completed by the allottee within 30 working days or as time prescribed of allotment.

16. **ARBITRATION:** Except as otherwise provided elsewhere the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during 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 mutual understanding of both the parties. 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 IIM Kashipur to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties' consent to this effect, failing which the Arbitrator shall be entitled to proceed denovo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties



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themselves. The venue of arbitration shall invariably be at Kashipur. Subject as aforesaid the provisions of the Arbitration and conciliation Act 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. If any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Kashipur.

17. Performance Guarantee: The successful bidder will be required to furnish a Performance Guarantee by way of DD/Banker's Cheque/Bank Guarantee deposit through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 20,000/- (Rupees Twenty Thousand only) within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry contract.

18. Termination of Contract:- IIM Kashipur shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of the terms and conditions of the Agreement and/or any contract whatsoever. A notice in writing from IIM Kashipur to the Company/ Agency shall be served, giving 30 (thirty) days' time for such termination and vacation of the premises, without assigning any reasons thereof. In the event of any breach, delay or unsatisfactory performance on the part of the Agency , IIM Kashipur may, without prejudice to its other rights, claims, entitlements etc., terminate this Agreement if such breach, delay or performance is not cured by the Consultant within 15 days from the date of receipt of notice.

19. No joint venture: Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Institute and Agency. Neither Party shall have the power to control the activities and operation of the other Party or bind the other party and their status is and at all times will continue to be, that of independent entities with respect to each other.

20. Governing Law: This Agreement shall be construed and enforced in accordance with the law governing such matters in India.

21. Evaluation Criteria - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT. The Bids forwarded by the Bidders will be evaluated with reference to the eligibility characteristics of the NIT. The compliance of Bids shall be determined based on the parameters specified in the NIT and financial evaluation in total.
- b. The successful Bidder will be decided upon the highest rent quoted by the particular Bidder as per the Format on Annexure - I.
- c. All the rates/rent quoted should be inclusive of all taxes.

Date:

Signature & Seal of the Applicant /Firm



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Annexure - I

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APPLICATION FORM FOR CAFETERIA SERVICES, IIM KASHIPUR

1. Name of the Firm/ Proprietor: _____

2. Full Name of Applicant : _____

3. Address & Contact No: _____

4. Bid/Quoted Rent (Per month) for Cafeteria: Rs. _____

(In words: _____)

5. I the undersigned Shri/Smt. _____

of age @ _____ Resident of _____

certify that I/We before signing this bid document have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions of the NIT. I hereby submit my unconditional quote.

* Bidders may visit the cafeteria location at IIM Kashipur before quoting the rent of the prescribed shop.

** All the enclosures to be enclosed along with this Annexure.

- (a) Copy of Aadhar Card
- (b) Copy of PAN Card
- (c) Copy of GST (if available)
- (d) Demand Draft of EMD

Date:

Signature & Seal of the Applicant /Firm

Telephone No.



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Annexure – II

Menu and Rate list

Sl. No.	Name of Item	Qty	Rates to be quoted (inclusive of GST) Rs.	Maximum Rate (incl. of GST) Rs.
1	Tea Standard Ginger / Elaichi	Each		15/-
2	Tea Green	Each		20/-
3	Tea Lemon	Each		15/-
4	Coffee	Each		25/-
5	Coffee Cappuccino	Each		40/-
6	Nimbu Pani (Sweet / Salted)	Each		25/-
7	Milk (Horlicks / Boost etc.)	Each		40/-
8	Milk Shake (Seasonal Fruit)	Each		50/-
9	Soup per bowl	Each		50/-
10	French Fries	Each		50/-
11	Muffin 60 Gm	Each		30/-
12	Patties Veg 100 Gm	Each		20/-
13	Patties Paneer 100 Gm.	Each		30/-
14	Brownie 70 Gm	Each		30/-
15	Pastries (Assorted) 100 Gm	Each		60/-
16	Veg sandwich	Each		30/-
17	Egg Sandwich	Each		40/-
18	Chicken Sandwich	Each		50/-
19	Bread Butter Toast (Two Bread)	Each		25/-
20	Burger Veg	Each		50/-
21	Burger Chicken	Each		70/-
22	Pizza Mini	Each		80/-
23	Pasta	Each		50/-
24	Ice Cream Cone Per scoop	Each		50/-
25	Samosa / Kachori (Pyaz / Daal)	Each		20/-
26	Masala Omelette with 02 Bread Slice	Each		40/-
27	Boiled Egg	Each		12/-
28	Maggie with Vegetable	Each		30/-
29	Maggi Cup Noodles	Each		70/-
30	Egg Roll	Each		40/-
31	Egg Chicken Roll	Each		60/-
32	Boiled Egg (Fried) Two Nos.	Each		30/-
33	Vanilla Shake	Each		50/-
34	Cream Roll	Each		30/-
35	Idly Sambhar	Each		50/-
36	Fruit Chat	Each		50/-
37	All Packed eatables	Each		On MRP

Note: Any additional food/beverages are to be kept in the cafeteria after due approval of administrative authorities of the institute. The revision of prices shall be done after one year with due approval of the competent authority of the institute.

Date:

Signature & Seal of the Applicant / Firm