



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/ 23 / 2021-22 DATED 16 DEC 2021

SECTION- I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District - Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in single bid system from reputed, experienced and financially sound agencies/companies.

Brief Tender Details:

Tender Description	Tender Fees (Rs.)
Tender for Cafeteria Services at IIM Kashipur	NIL

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	16 Dec 2021	1700hrs
2	Bid Submission start date & time	17 Dec 2021	0900hrs
3	Bid Submission close date & time	12 Jan 2022	1100hrs
4	Opening of Bid	12 Jan 2022	1130hrs

INSTRUCTIONS TO BIDDERS

1. Bids in sealed cover are invited under single bid system from reputed, experienced and financially sound parties. Please super scribe the outer cover of the sealed bid as "CAFETERIA SERVICES AT IIM KASHIPUR", NIT/23 (dated 16 Dec 2021) to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

2. The Financial quote as per Annexure -I of only eligible and qualified bidders will be taken into account, after the same has been ascertained by evaluation of the Bids by the Tender Opening Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

3. The address, contact numbers, date of issue of 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:-

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
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
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	12 Jan 2022 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Bid	12 Jan 2022 at 1130 hrs 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.

4. Cost of Bid Document/Tender Fee: NIL

5. Tender Value/Estimated Volume of Business The yearly total estimated business volume is approximately Rs. 6,00,000/- (Rupees Six Lakh approx.)

6. Issue of Tender: The tender document can be downloaded from the Institute website - www.iimkashipur.ac.in or eprocure.gov.in. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

7. 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.

8. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.

9. 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.

10. Forwarding of Bids – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain copy of NIT document duly signed and stamped on each page along with Annexure-I and II of the NIT supported by all the documentary proofs to establish eligibility and their potential of professional readiness for the work services.

11. Clarification regarding contents of the NIT: A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at purchase@iimkashipur.ac.in latest by 08 Jan 2022, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.

12. 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 IIM Kashipur prior to deadline



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email 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. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.

13. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

14. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.

15. Security Deposit: The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to Rs. 20,000/- (Rupees Twenty Thousand only) within 30 days of receipt of the confirmed order. The Security Deposit shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The Security Deposit, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on "No Claim Certificate" from the Bidder.

SECTION – II

Conditions of the Contract

1. General Terms and Conditions:

- (a) 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) Security Deposit 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 cafeteria 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.
- (b) 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 Feb 2022.**
- (c) The Vendor 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.
- (d) The Vendor 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 Vendor 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.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

- (e) 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.
- (f) The Vendor shall use the Electrical cooking range and other similar equipment's of its own. LPG is not to be used in academic area. The Vendor 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 vendor will take all necessary precautions towards safety as per government guidelines and fire hazards.
- (g) 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 vendor. The menu as per Appendix-II. All packed items not to be sold above MRP.
- (h) 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 vendors have to cooperate for all such inspections. If required, a feedback from the users could be obtained.
- (i) The Canteen will function **from 10:00 am to 2.00 am** 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.
- (j) The vendor shall maintain all the items including equipment, utensils, cooking area and surroundings in proper and hygienic conditions. The Vendor shall store food stuffs, drinking water and other articles in a hygienic condition. The vendor 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 vendor shall store the food stuffs, drinking water and other articles in a hygienic condition as per food and safety norms.
- (k) The Vendor 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.
- (l) The vendor 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.
- (m) Requisite staff of canteen vendor 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.
- (n) The Vendor shall employ at his own expenses efficient and experienced persons for supervision and working of the Canteen and adequate number of helpers/stewards. The Vendor shall ensure that such servants employed by him shall be free from diseases, clean, courteous and neatly dressed.
- (o) The vendor shall have no right to sublease the contract or entrust the work to anyone else without the written permission of the Institute.
- (p) The vendor 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



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

- (q) The possession of the premises will always be that of IIM Kashipur even when the premises would be in use of the vendor.
- (r) No employee/student/outsideers will be allowed to smoke or consume alcohol/ banned or abused drugs in the canteen. The vendor shall not keep or sell any tobacco products or health hazard articles.
- (s) The said premises shall not be utilized for purpose otherwise than for the purpose of running the Canteen. The Vendor 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.
- (t) The vendor 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 vendor 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.
- (u) 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.
- (v) The vendor 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.
- (w) 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.
- (x) The electricity charges shall be paid @ Rs. 6.25 per unit by the contractor on monthly basis along with the rent.
- (y) The price of the food articles may be revised after one year as per the prevailing market rate with due approval of the competent authority of the institute.

2. Non-disclosure of Contract documents: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

3. Termination of Contract: IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-

(i) The agreement may be terminated in whole or in part, by either party in the event of a material breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.

(ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.

(iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

4. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
5. **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subvendor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.
6. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
7. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.
8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
9. **Indemnity:** The Vendor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/ commission/ omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.
10. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties,



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

11. **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.

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

SECTION – III

Technical / Eligibility Criteria of the Bidders

1. **Eligibility Criteria**

- (a) The agency should have valid GST registration (documentary evidence to be submitted).
- (b) Self attested Copy of Aadhar Card and PAN card to be enclosed.
- (c) Minimum 03 (one) year of experience in running a cafeteria in reputed establishments, Government / Public Sector Undertakings / Autonomous Bodies / reputed colleges and schools. (Documents, Work orders/certificates from the organisation to this effect should be enclosed)
- (d) The average turnover in last three financial year (2017-18, 2018-19, 2019-20) shall not be less than twenty (20) lakhs. (A self-attested copy of certificate issued by a Chartered Accountant shall be enclosed)
- (e) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Vendor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated will be assumed for this purpose.

2. **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.

Signature of the Bidder with stamp



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

Annexure - I

Affix your
recent
coloured
paasport size
photo

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
- (d) Coy of experience certificate

Date:

Signature & Seal of the Applicant /Firm
Telephone No.

BIDDER'S SIGNATURE WITH SEAL



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

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