



Ref: IITH/MS/165/Cafeteria/2022, dated.17.08.2022

**NOTICE INVITING TENDER**

1. Sealed tenders are hereby invited to setup and run Cafeterias at the following locations of IIT Hyderabad:
  - 1) Academic Block-A (2<sup>nd</sup> Floor)
  - 2) Academic Block -B (Ground Floor)
  - 3) BTBM Building (Ground Floor)
  - 4) Academic Block - C (7<sup>th</sup> Floor)

The bidders either can quote for all the locations or for any single Location. The contract will be initially for a period of one year and extendable for a further period of Two more years based on the performance of the vendor. Interested bidder may submit their bids in a sealed envelope in Single Bid System so as to reach the following Address on or before **12:30PM on 08.09.2022**.

Management Services Section,  
Room No. A-222B, Academic Block-A,  
Indian Institute of Technology Hyderabad,  
Kandi, Sangareddy, Telangana-502284  
040-2301 6773 ; [office.admin@iith.ac.in](mailto:office.admin@iith.ac.in)

2. The bids will be opened at **03:00PM on 08.09.2022** in the presence of authorized representatives of the bidders, who would like to participate in the opening of bids.
3. The bidder shall quote the **maximum monthly License Fee (including GST @ 18%)** that he intends to pay for each of the location mentioned above. The bidder offers higher license fee and fulfills all the eligibility criteria and other terms and conditions mentioned in the tender documents will be selected for award of contract for each location separately.
4. **Tender Fee and Earnest Money Deposit (EMD)** -The bidders have to submit tender fee (non-refundable) of Rupees **590/-** (Rupees Five Hundred and ninety only) including GST and an EMD of **Rs.5,000/-** by way of a Demand Draft/Banker's cheque (in favor of **The Director, IIT Hyderabad** and **Payable** at Hyderabad) along with their bid. Bids without Tender fee and EMD shall summarily be rejected. Once submitted, withdrawal of bids is not permitted and shall result in forfeiture of the EMD.
5. **Security Deposit:** Successful bidder has to deposit an amount equivalent to **10 times the monthly license fee** quoted in the form of DD or BG in favor of the Director, IIT Hyderabad.
6. The Bids should be valid for 90 days at least, from the date of submission of bids.
7. The Tender shall be submitted only in the name of the registered firm, not by any Third Party. Third Party tenders shall be rejected summarily.
8. Late/Delayed Tenders shall not be accepted, IITH shall not be responsible for any Postal/ Courier Delay.
9. Any conditional/incomplete bid shall be rejected.

Sd/-  
Registrar

## SCOPE OF WORK

The successful bidder has to setup and run the **cafeterias** in the following areas.

- 1) Academic Block-A (2<sup>nd</sup> Floor)
- 2) Academic Block -B (Ground Floor)
- 3) BTBM Building (Ground Floor)
- 4) Academic Block - C (7<sup>th</sup> Floor)

The suggestive items to be available in the **cafeterias** are as follows:

1. Tea
2. Coffee
3. Milk
4. Green Tea
5. Black Tea
6. Horlicks
7. Boost
8. Puffs, Maggie, Samosa, Mirchi Bajji etc
9. Biscuits, chips, Pastries, Cakes etc.

Automatic beverage vending machines are already available in some of the locations. The bidder has to opt to operate the same till the completion of agreement period, in addition to the other services being provided by them and pay the requisite rent apart from licenses fee.

### Available Vending Machines:

**Academic Block-B : Lavazza - Monthly License Fee - Rs.2800/- (Approx.)- Agreement till February 2023**

**Academic Block-A : Coffee Day - Monthly License Fee - Rs.2800/- (approx..)**

## GENERAL TERMS & CONDITIONS

1. The items must be served under utmost clean and hygienic conditions.
2. Rates for the items shall be fixed as per Annexure -1 of the tender and shall remain fixed during the period of contract. Packed food/beverages served must not exceed the MRP.
3. The allotted area is to be kept clean and maintained properly.
4. No separate storage space will be provided by the Institute.
5. The contractor should be prepared for surprise and periodical checks by IITH Officers to ensure quality of food being served by him.
6. The contractor must visit the site and gather a clear idea about allotted space before submitting the tender. The contractor shall not make any additions or alterations in the allotted space during the period of contract and shall be responsible for the loss or damage to the assets, if any, handed over to him by IITH.
7. The contractor is advised to clearly understand the scope of work and the content of work involved before quoting.
8. The service hours in the canteen shall be from **09:00 AM till 06:00PM** on weekdays (Mon- Sat), which can be modified later by the institute based on requirement.
9. IITH shall not be responsible for any injury/loss of life to any worker of the contractor that may take place inside or outside the IITH premises. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
10. The contractor will have to attach his Permanent Account Number (PAN), Last Income tax return and copy of proof of annual turnover along with his Bid, if available.
11. The contractor shall ensure the compliance to various legal obligations under the Factory Act, Minimum Wages Act, EPF Ac, Employment Liability Act 1938, Workmen Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labor (R&A) Act 1970 and modifications thereon and other laws relating thereto and the rules made thereunder from time to time.
12. The Contractor will strictly abide with all Govt. rules/orders/regulations regarding employment of staff on contract basis. In particular, Minimum Wages standards will be ensured and the salary/wages shall be paid in the Bank Account of the employee and every month.
13. The contractor should comply with all the applicable statutory obligations i.e. EPF, ESI, etc.
14. Contractor will be required to execute an agreement in the prescribed format before awarding the Cafeteria contract.

15. IITH reserves right to terminate contract in case services rendered are not satisfactory and up to the expectation.
16. IITH reserves the right to cancel the Tender, at any stage without assigning any reasons.
17. Subletting of Contract is not permissible.
18. The IITH shall have the right to review the working of this License from time to time and if at any time it is found that the contractor has failed to fulfill any of the conditions of this License or that his working is unsatisfactory, IITH may terminate this License after giving the one-month notice, but no such notice will be necessary if the License is terminated on the grounds of serious misconduct or any other act as the IITH may deem fit.
19. The Contractor shall not transfer or assign any part of his interest in this License and that the (period of this) License shall also be liable to be terminated by death or insolvency of the contractor before the expiry of the period of this License.
20. GST & other statutory levies will be applicable.
21. The contractor shall display the approved rates prominently in the area allotted.
22. IITH will not provide any equipment's and utensils. The contractor shall arrange necessary utensils, dust bins and equipment's at his own cost.
23. The contractor shall be required to pay license fee along with electricity and water charges for the area allotted to him.
24. The Contractor shall ensure that all garbage generated from his canteen shall be disposed off and make arrangements to dispose the garbage outside the campus.
25. The contractor and his staff shall make their own residential arrangement outside the premises of the IITH. No one will be granted permission to stay in the cafeteria during night or during non-functional hours.
26. The contractor shall have to pay one-month license fee (in advance), which quoted by him before starting the work.
27. The license fee quoted by the contractor shall be payable on or before 7<sup>th</sup> day of every English calendar month, where after each day of delay in payment will incur a fine of Rs.100/- per day to the licensee.
28. The workers should maintain personal hygiene.

29. If in the opinion of the IITH authorities, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately.
30. The staff should be able to speak minimum English and Hindi.
31. The contractor and his staff shall remain polite and well behaved with the students, staff and the guests of IIT Hyderabad. If it is found contrary, the contract can be terminated without any notice.
32. Any change like timing of operation, rate of items, take away facility and any additional item to be included in the approved list shall require the permission of the concerned authority.
33. The contractor has to issue appropriate photo ID card to all his staff working in the Cafeteria.
34. The contractor shall have to register all his employees who will be working in the IITH along with a copy of their photographs, residential details for clearance by the IITH security. Contractor should employ sufficient number of staffs to cater efficiently.
35. The contractor shall be responsible for the cleaning of dustbins for maintaining proper hygiene suiting to the Institute's dignity, the Contractor should also take care of Pest Control at the canteen premises.
36. The contractor shall have to maintain a dress code selected by the concerned authority for his employees. If employees found without dress code any point of time within working hours a fine may be charged by competent authority.
37. The contractor will have to ensure that the employees are in clean uniform and maintain personal hygiene and discipline in the campus.
38. Proper monitoring and safekeeping of items shall be done by the contractor, IITH shall not be responsible for any theft in the Cafeteria.
39. The contractor shall not employ any child worker.
40. The contractor should always maintain a feedback book. The monitoring committee of the institute will frequently go through the book. Failure to produce the same will be taken seriously and a fine will be imposed.
41. The contractor must keep change and must not use toffee, chocolate or any other item in lieu of change.
42. The contractor must use branded sauces, drinks and good quality food items/ materials for selling and serving. The contractor must seek approval of brand from monitoring committee of the institute.

43. The contractor shall not be an employee or a close relative (including son, daughter, and siblings of self or spouse) of any employee of IIT Hyderabad or any other Central/ State government organization. The contractor must submit a declaration to this effect on a judicial stamp.
44. The contractor must intimate concerned officer in charge if there any emergency to close the shop.
45. **Penalties for Violations of Rules, Terms and Conditions: a suitable penalty will be imposed for breach of any conditions of the contract.**
46. **Timings:** The service hours of the shop shall be from **09:00 AM to 06:00PM (Mon-Sat)**. A register to this effect shall be maintained by the security, where the contractor or his representative on duty shall sign at the time of opening and closing the shop.
47. The contractor or his representatives must not sleep in the premises provided to him.
48. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealing/processing. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Hyderabad, Telangana, India only.
49. The Arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act 1996 and the venue of arbitration shall be at Hyderabad. The decision of the Arbitrator shall be final and binding on both the parties.
50. **Force Majeure:** Any delay due to Force Majeure will not be attributable to the Service provider. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Vendor or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Contract for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the service provider for a period exceeding a continuous period of 7 (seven) days.
51. **Jurisdiction:** This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to executive jurisdiction of the Indian Courts at Hyderabad.

**Sd/-  
Registrar**

**BID FORMS**

FORM-I

**BIDDER INFORMATION SHEET**

<b>S.No.</b>	<b>Description</b>	<b>Details to be filled by the Bidder</b>	<b>Complied? (Yes/No)</b>
1	Name of the company with registered address		
2	Name of Proprietor/Contact Person : Mobile No : e-mail :		
3	Proof of Registration of the firm [copy of the registration certificate to be enclosed]		
4	PAN No. in the name of Firm or in the proprietor Of the firm, in case of Proprietary firm ( <b>MANDATORY</b> ) [copy of the PAN to be enclosed]		
5	GST Registration No of the firm (if applicable) [copy of the GST registration certificate to be enclosed]		
6	EPF Registration No. of The firm ( <b>MANDATORY, if applicable to the firm</b> ) [copy of the EPF registration certificate to be enclosed]		
7	ESIC Registration No. of The firm ( <b>MANDATORY, if applicable to the firm</b> ) [copy of the EPF registration certificate to be enclosed]		
8	Proof of Annual turnover (approximate) [Proof to be enclosed]		
9	Experience in relevant field in Central/State Govt. Academic Institution/Offices/private organizations (Desirable : <b>Minimum 2 years</b> ) [Proof to be enclosed]		
10	Food Safety and Supply Authority of India ( <b>FSSAI</b> ) Registration ( <b>MANDATORY</b> )		
11	An affidavit, <b>in original</b> , duly certified by a Notary that a. the Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed. b. there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Hon'ble Court. c. the contractor is not an employee or a close relative (including son, daughter, and siblings of self or spouse) of any employee of IIT Hyderabad.		
14	Acceptance of the All Terms and Condition of Tender( <b>MANDATORY</b> )		

Date:

Signature of Bidder with Seal

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ACCEPTANCE BY THE TENDERER  
(To be submitted along with Technical Bid)

To  
The Director  
IIT Hyderabad  
Kandi, Sangareddy-502284

I/We agree to have read and furnish/abide by **Notice Inviting Tender** and **SCOPE OF WORK AND GENERAL TERMS & CONDITIONS** or such portions thereof as you may specify in the Acceptance of Tender at the prices given in the said schedule in accordance with the above condition and the General and special conditions governing the Contract enclosed here to on receipt of order for the same.

I/We agree to hold this offer open until 90 days and shall be bound by a communication of acceptance dispatched within the period specified above.

I/We agree to all the terms and conditions of the Tender. I agree that all the information given above are true to my knowledge any false information given therein shall render me disqualified and my contract may be terminated on account of that.

Sign of Bidder with Seal  
Address:

Telephone No.:

Fax:

Station:

Date:



Ref: IITH/MS/165/Cafeteria/2022,dated.17.08.2022

**PRICE BID**

To  
The Director  
IIT Hyderabad  
Kandi, Sangareddy-502284

The License Fee which I/we offer to pay to IITH to set up and run the **cafeterias** is as under:

S.No.	Description	License Fee (Rs.) per month including GST @18%
1	Cafeteria at Academic Block-A	
2	Cafeteria at Academic Block-B	
3	Cafeteria at Academic Block-C	
4	Cafeterias at BTBM Building	

**Note:** 1) The bidders can quote for any number of places.

I/We agree to pay all Electricity, Water Charges etc. including applicable taxes, as per consumption.

I/We agree to hold this offer open until 90 days from the date of opening of this Price Bid and shall be bound by a communication of acceptance dispatched within the period specified above.

I/We agree to all the terms and conditions of the Tender. I agree that all the information given above are true to my knowledge any false information given therein shall render me disqualified and my contract may be terminated on account of that.

**Signature of the Bidder with Seal  
Address:**

**Telephone No.:**

**Fax:**

**Place:  
Date:**

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(To be submitted along with Technical Bid)

Type	Items	Single (Rs.)
Tea	All flavors(120ml)	13
Coffee	All flavors(120ml)	15
Boost	120 ml	15
Horlicks	120 ml	15
Soup	All flavors	15
Samosa		15
Veg Puff		10
Paneer Puff		18
Egg Puff		12
Dilkush		12
Pastries & Cakes	All flavors	30
Cream bread		12
Vanilla, Chocolate Muffins		45
Chocolates	Branded only	As per MRP
Toffee	Branded only	As per MRP
Chips	Branded only	As per MRP
Biscuits	Branded only	As per MRP
Cookies	Branded only	As per MRP
Fruit Cakes	All flavors (Branded + Packed)	As per MRP

Sign of Bidder with Seal

Place:

Date: