



INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD
Kandi, Sangareddy-502285
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Notice Inviting Tender

Tender Notice: IITH/Admn/165/DCK/2020

Date: 27.01.2020

Sealed Tenders are invited by The Director, Indian Institute of Hyderabad (IITH), from reputed Service Providers/Manufacturers/firms for the following items-

| S.NO. | TENDER REF NO. | NAME OF ITEMS/SERVICES | Place, Last Date & Time of submission of Tender |
|-------|---|---|---|
| 01 | IITH/Admn/165/DCK/2020 dated 27.01.2020 | To run Dry canteen shop Near Hostel area & PG Labs at IITH Kandi Campus | The Registrar IIT Hyderabad, Kandi, Sangareddy-502285 <u>LAST DATE & TIME : 18.02.2020</u> <u>BY 03:00 PM</u> |

1. The Tender Document has (a) Notice Inviting Tender (01 page), (b) Scope of Work & General T&C (05 pages) (c) **Part I (01 page)** (d) **Part II (01 page)** (e) **Part III (01 Page)** and (f) Annexure 1 (02 pages). The Tender document is available on IITH Website and can be downloaded.
2. The Bids should be submitted in **Two Bid System**, each of which is to be submitted in separate envelope. One envelope should contain Technical Bid and the other envelope should contain Price Bid. Both the envelopes should be kept in one big envelope, which should be superscribed with Tender Reference Number, Name of the Service and Date of Opening of the Tender.
3. **Tender Fee and Earnest Money Deposit (EMD)** -The bidders have to submit tender fee (non-refundable) of Rupees **500/-** (Rupees Five Hundred only) and an EMD of **Rs. 10,000/-** by way of a Demand Draft/Banker's cheque (in favor of **The Director, IIT Hyderabad** and **Payable at Hyderabad**) along with their Technical bid. Technical Bid without EMD shall be summarily rejected. Once submitted, withdrawal of bids is not permitted and shall result in forfeiture of the EMD.
4. **The Technical Bid should contain duly filled in and signed Part I, Part II and Annexure I of the Tender, Tender Fee of Rs 500/- (non-refundable), Earnest Money Deposit and other supporting documents mentioned as mandatory in the Part I.**
5. **The Price Bid should contain only the duly filled in Part III of the Tender.** The bidder shall quote the **maximum monthly Licence Fee** he intends to pay to IITH. The highest Licence Fee offering bidder from amongst the technically Qualified Bidders and fulfilling all the terms and conditions of IITH Tender, shall be awarded the contract.
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. The Technical Bid shall be opened **on 18.02.2020 at 03:30PM in Admn Office** at Academic Block A, IITH Kandi Campus, in the presence of authorized representatives of the bidders, who would like to participate in the opening of the bids.
9. Late/Delayed Tenders shall not be accepted, IITH shall not be responsible for any Postal/ Courier Delay.
10. Any conditional/incomplete bid shall be rejected.

Sd/-
Deputy Registrar (Admin)
IIT Hyderabad.

SCOPE OF WORK AND GENERAL TERMS & CONDITIONS

1. To run Dry Canteen at IIT Hyderabad (Kandi Premises), the contract will be initially for a period of one year. Subject to satisfactory performance, the Director, IITH at his discretion may extend for a further period of one/two years, if agreed mutually.
2. The items must be served under utmost clean and hygienic conditions.
3. Rates for the items shall be fixed as per Annexure -1 of the tender and shall remain fixed during the period of contract.
4. The Canteen area is to be kept clean and maintained properly.
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. For visit, bidders may contact IITH Kandi Hostel Office (040-23016131).
7. The contractor is advised to clearly understand the working of the IITH dry canteen and the content of work involved before starting the canteen.
8. No cooking is allowed in the canteen, except use of Microwave oven. Gas/Stove or any other ovens are not allowed.
9. Only packaged drinking water is allowed. Dry packed food stuff and packaged soft drinks are allowed in the canteen.
10. Only use and throw plates, glasses, and spoons are allowed in the Dry canteen.
11. The service hours in the canteen shall be from 09:00 AM till 01:00AM on weekdays (Mon- Sat), and from 03:00PM till 11:00 PM on Sunday & holidays, which can be modified later by the institute based on requirement.
12. 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.
13. The contractor will have to attach his Permanent Account Number (PAN), Last Income tax return and copy of proof of annual turnover along with Technical Bid.
14. 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 1970and modifications thereon and other laws relating thereto and the rules made thereunder from time to time.
15. 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.
16. Payment of necessary Provident Fund / ESI Contributions of the employed personnel will be made by the Contractor.
17. Contractor will be required to execute an agreement in the prescribed format before awarding the Dry canteen contract.
18. IITH reserves right to terminate contract in case services rendered are not satisfactory and up to the expectation.
19. IITH reserves the right to cancel the Tender, at any stage without assigning any reasons.
20. Subletting of Contract is not permissible.
21. Quotations qualified by such vague and indefinite expressions such as "Subject to immediate acceptance". 'Subject to prior sale' will not be considered.

22. 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.
23. 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.
24. GST & other statutory levies will be applicable.
25. The contractor shall display the approved rates prominently in the Dry canteen stall.
26. The contractor has to arrange at least 4 to 8 sets of tables and chairs (4 chairs per table) at the Dry canteen.
27. IITH will not provide any equipment's and utensils. The contractor shall arrange necessary utensils, dust bins and equipment's at his own cost.
28. The contractor shall be required to pay license fee along with electricity and water charges for the area allotted to him.
29. 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.
30. 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 dry canteen during night or during non-functional hours.
31. Except students and staff, outsiders shall not be not allowed to take food in the Dry canteen.
32. **Security Deposit:** The successful bidder shall have to pay a sum of **Rs. 1 lakh** as Security Deposit by way of a **Bank guarantee in favor of Director IIT Hyderabad, from a Nationalized Bank**, which will be refunded without any interest, at the end of the contract after adjusting the amount of any damage caused to the premises by any omission or discrepancy on the part of the Contractor or his employee. However, if the contractor fails to serve in the tenure or defaults on any terms and conditions of the tender/agreement the entire amount of security deposit will be forfeited.
33. The contractor shall have to pay one month license fee (in advance), which quoted by him before starting the work.
34. The license fee quoted by the contractor shall be payable on or before 7th day of every English calendar month, where after each day of delay in payment will incur a fine of Rs 500/- per day to the licensee.
35. The workers should maintain personal hygiene.
36. 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.
37. The staff should be able to speak minimum English and Hindi.
38. 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.
39. 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.
40. The contractor shall have to register all his employees who will be working in the dry canteen 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.
41. The contractor shall be responsible for the cleaning of the table, chair and dustbins for maintaining proper hygiene suiting to the Institute's dignity, the Contractor should also take care of Pest Control at the canteen premises.
42. The contractor will have to provide one staff for cleaning the common areas of dining near the cafeteria.
43. The contractor shall have to issue appropriate photo ID card to all his staff working in the Dry canteen.

44. 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.
45. The contractor will have to ensure that the employees are in clean uniform and maintain personal hygiene and discipline in the campus.
46. Proper monitoring and safekeeping of items shall be done by the contractor, IITH shall not be responsible for any theft in the Dry canteen.
47. The contractor shall not employ any child worker.
48. 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.
49. The contractor must keep change and must not use toffee, chocolate or any other item in lieu of change.
50. 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.
51. 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.
52. The contractor must intimate to the Hostel office if there any emergency to close the shop.

53. Penalties for Violations of Rules, Terms and Conditions:

- a) Insects cooked along with food : Rs. 5,000/- to 25,000/-
- b) Soft objects like hair, rope, plastic, cloth, etc. in food : Rs. 5,000/- to 25,000/-
- c) Any complaint of stones/pebbles of diameter more than 2 mm: Rs. 5,000/- to 25,000/-
- d) Hard and/or sharp objects like glass pieces, nails, hard plastic, etc.: Rs. 5,000/- to 25,000/-
- e) Timings mentioned in the tender or decided with the respective council should be followed strictly.: Rs 10,000/-
- f) If the quality & quantity is not found up to be appropriate or it is diluted.: Rs 10,000/-
- g) Using brands not mentioned in the contract without prior permission and adulteration: Rs 5,000/- to 25,000/-
- h) Any sudden increase in price of any item.: Rs 10,000/-
- i) If found without wearing the proper uniform in any working hours.: Rs 10,000/-
- j) Food poisoning: At least Rs. 50,000/- or more
- k) Area inside and outside the canteen should be maintained hygienic, clean and healthy, violation in this case: Rs 10,000/-.
- l) Uncleanliness of premises, tables & chairs: Rs. 500/- for each occasion.

54. **Timings:** The service hours of the shop shall be from 09:00 AM to 01:00 AM (Mon-Sat) and 3:00PM to 11:00PM (Sundays/Holidays). 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. Any change like timing of operation, rate of items, and any additional item to be included in the approved list will require the permission of the concerned authority of IITH.

55. Penalty for not observing timings in a calendar month:

a) Opening Timings:

- i) Late opening by ½ hour(half-an-hour) - Rs.500 per occasion from 3rd to 6th occasion
(*First 2 occasions - No Penalty*)
- ii) Late opening by ½ hour(half-an-hour) - Rs.750 per occasion from 7th to 9th occasion
- iii) Late opening by ½ hour(half-an-hour)- Rs.1,000 per occasion from 10th to 14th occasion
- iv) Late opening by ½ hour(half-an-hour) - Rs.2,000 per occasion from 15th occasion onwards

b) Closing Timings:

- i) Early closing by ½ hour(half-an-hour) - Rs.500 per occasion from 3rd to 6th occasion
(*First 2 occasions - No Penalty*)
- ii) Early closing by ½ hour(half-an-hour) - Rs.750 per occasion from 7th to 9th occasion
- iii) Early closing by ½hour (half-an-hour) - Rs.1,000 per occasion from 10th to 14th occasion
- iv) Early closing by ½hour (half-an-hour) - Rs.2,000 per occasion from 15th occasion onwards.

If any of the above mentioned terms & conditions and any tender documental points are violated regularly the imposition of fine will increase Rs. 1000/- per day and so on.

56. 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.

57. 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.

58. 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.

59. 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/-
Deputy Registrar (Admin)
Indian Institute of Technology Hyderabad

TECHNICAL BID

Technical Details should be provided in the prescribed format i.e. Part-'I' which should inter alia contain the following:

The tenderer should be a registered contractor having a valid license and should furnish the proof of his experience in relevant field in Central/State Govt. Academic Institution/Offices/private organizations.

- a) An affidavit, **in original**, duly certified by a Notary that 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) An affidavit, **in original**, duly certified by a Notary that 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) An affidavit, **in original**, duly certified by a Notary that 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.
- d) The entire tender document should be duly signed & sealed by the tenderer.

PART I

| S.No. | Description | Details to be furnished by the Tenderer | Documentary evidence required to be attached | Compliance by the Tenderer (Yes/No) |
|-------|---|---|---|-------------------------------------|
| 1 | Name of the company with registered address | | N/A | |
| 2 | Phone, Fax, Email, Mobile and name of Proprietor/Contact Person | | N/A | |
| 3 | Proof of Registration of the firm | | Attested copy of the Registration Certificate | |
| 4 | EPF Registration No. of The firm (MANDATORY, if applicable to the firm) | | Attested copies of EPF Registration Certificate along with receipt of last premium paid | |
| 5 | ESIC Registration No. of The firm (MANDATORY, if applicable to the firm) | | Attested copies of ESIC Registration Certificate | |

| | | | | |
|----|--|--|---|--|
| | | | along with receipt of last premium paid | |
| 6 | GST Registration No. of the firm(if applicable) | | Attested copies of GST Registration Certificate along with receipt of last premium paid | |
| 7 | PAN No. in the name of Firm or in the proprietor Of the firm, in case of Proprietary firm (MANDATORY) | | Attested copy of PAN. | |
| 8 | Proof of Annual turnover (approximate) | | Attested copies of annual turnover | |
| 9 | Experience in relevant field in Central/State Govt. Academic Institution/Offices/private organisations (Minimum 2 years MANDATORY) | | Attested Copies of Supply Orders/award letters/agreement/experience certificate | |
| 10 | Food Safety and Supply Authority of India (FSSAI) Registration (MANDATORY) | | Endorsed | |
| 11 | An affidavit, in original , duly certified by a Notary that 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 | | In original | |
| 12 | An affidavit, in original , duly certified by a Notary that 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 | | In original | |
| 13 | An affidavit, in original , duly certified by a Notary that 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. | | In original | |
| 14 | Acceptance of the All Terms and Condition of Tender (MANDATORY) | | | |

Date:

Sign of Tenderer with office stamp

PART II

Ref: IITH Tender Notice No: IITH/Admn/165/DCK/2020

dated: 27.01.2020

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

To,

The Director
IIT Hyderabad
Kandi, Sangareddy-502285

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 Tenderer with office stamp
Address:**

Telephone No.:

Fax:

Station:

Date:

PART III

Ref: IITH Tender Notice No: IITH/Admn/165/DCK/2020,

dated 27.01.2020

PRICE BID

(To be submitted separately, not along with the Technical Bid)

To,

The Director
IIT Hyderabad
Kandi, Sangareddy-502285

The License Fee which I offer to pay to IITH for running the Dry Canteen at IITH Kandi Campus is Rs..... (Rupees.....only) per month.

I/We agree to pay all Electricity, Water Charges etc. as per consumption in running of the Dry Canteen Shop at IITH Kandi Campus.

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.

Sign of Tenderer with office stamp

Address:

Telephone No.:

Fax:

Place:

Date:

Annexure 1

Ref: IITH Tender Notice No: IITH/Admn/165/DCK/2020

date: 27.01.2020

(To be submitted along with Technical Bid)

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| Type | Items | Single (Rs.) |
|----------------------------------|---------------------------------------|--------------|
| Puff's, Rolls & Bread | Veg puff | 10 |
| | Paneer puff | 18 |
| | Samosa | 10 |
| | Palak Paneer roll | 18 |
| | Methi Paneer Roll | 25 |
| | Aloo Capsicum Savories | 25 |
| | Dilkush | 12 |
| | Cream Bread | 12 |
| | Vanilla, Chocolate Muffins | 45 |
| | Cookies | 70 |
| | Egg Puff | 12 |
| | Ginger Chicken Puff | 18 |
| | Chicken Roll | 20 |
| | Chicken Tikka Roll | 30 |
| | Butter Chicken Roll | 30 |
| Methi Chicken Puff | 30 | |
| Burgers and Pizzas | | |
| | Veg Burger | 35 |
| | Chicken Burger | 40 |
| | Chicken Pizza | 80 |
| | Veg Pizza | 70 |
| Cool Drinks | | |
| | | As per MRP |
| Juices & Shakes | All flavors (Branded Tetra Pack only) | As per MRP |
| Pastries & Cakes | All flavors | |
| Sandwich | Veg sandwich | 30 |
| | Paneer Sandwich | 35 |
| | Chicken Sandwich | 35 |
| Soup | All flavors | 15 |
| Tea | All flavors(120ml) | 8 |
| Coffee | All flavors(120ml) | 8 |
| 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 Tenderer with office stamp

Place:
Date: