

# **Indian Institute of Information Technology Design and Manufacturing Kurnool**

**An Institute of National Importance  
Funded by the Ministry of Education, Government of India.**



**NOTICE INVITING TENDERS  
FOR**

**Establishment, Operation, Maintenance and  
Comprehensive Management of IIITDM Kurnool Cafeteria/Canteen at  
Administrative Block, IIITDM Kurnool, Kurnool, Andhra Pradesh.**

Tender No: IIITDMKNL/2024-25/OT/Cafeteria/Canteen/2, Dt. 07/06/2024

Telephone: 08518-289115

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Website: [www.iiitk.ac.in](http://www.iiitk.ac.in)

## **DISCLAIMER**

- 1.**The information contained in this Tender document or subsequently provided to Bidders, whether in the document or verbal or any other form by or on behalf of Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) by any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- 2.**The purpose of this Tender document is to provide interested parties with information that may be useful to them in eliciting their proposals according to this Tender document. This Tender document may not be appropriate for all persons, and it is not possible for the Institute, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.
- 3.**This Tender document includes statements, which reflect various assumptions and assessments made by the Institute in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require.
- 4.**The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.
- 5.**Information provided in this document to the Tenderer(s) is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Institute accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 6.**The Institute, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Tender Stage.
- 7.** Institute reserves the right to reject any or all the tenders at any stage or accept them in part or reject the lowest tender without assigning any reason thereof and the decision of the Institute in this respect shall be final.

**Registrar**

## 1. PREAMBLE

**Tender No:** IIITDMKNL/2024-25/OT/Cafeteria/Canteen/2,

**Dt.** 07/06/2024

Indian Institute of Information Technology Design and Manufacturing Kurnool (IIITDM Kurnool) invites Open Tenders for the Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Cafeteria At Administrative Block, IIITDM Kurnool, Kurnool, Andhra Pradesh as specified in the following scope of Work. Those having experience in running such a Cafeteria/Canteen/Mess/Food Court & possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply.

- a) **Scope of Work: “Establishment, Operation, Maintenance and Comprehensive Management of IIITDM Kurnool Cafeteria/Canteen at Administrative Block, IIITDM Kurnool, Kurnool, Andhra Pradesh”.** as per the terms & conditions outlined in this tender document.

**Tender Title: “Establishment, Operation, Maintenance and Comprehensive Management of IIITDM Kurnool Cafeteria/Canteen at Administrative Block, IIITDM Kurnool, Kurnool, Andhra Pradesh”.**

- b)
- c) The tender document can be downloaded from either Central Public Procurement (CPP) Portal <http://eprocure.gov.in/epublish/app> or the Institute website [www.iiitk.ac.in](http://www.iiitk.ac.in).
- d) The tenders can either be dropped in the Tender Box in the Administrative Building of the Institute or sent by **Indian Speed Post / Registered Post only** to the address given below.

**To,**

**Registrar, IIITDM Kurnool, Jagannathagattu, Kurnool-518008.**

**The Institute will not take any responsibility for postal delays.**

- e) The following are the critical timelines of this Tender:

S. No.	Particulars	Date & Time
1	Date of Publication & Download of Tender	07 June 2024
2	Pre Bid meeting	12 June 2024 (Wednesday) At 03:00 PM
3	Bid Submission Start date	13 June 2024 (Thursday) From 10:00 AM
4	Bid submission End Date & Time	02 July 2024 (Tuesday) Till 02:00 PM
5	Opening of Techno Financial Bid	02 July 2024 (Tuesday) At 02:30 PM

- f) Interested bidders are welcome to visit the Institute Campus physically to have a look at the proposed site.
- g) Queries, if any, can be made through e-mail only to [purchase@iiitk.ac.in](mailto:purchase@iiitk.ac.in) on or before the Pre-bid meeting to be held in the Mini Conference Room, Opposite to Registrar Office, Administrative Building, IIITDM Kurnool. Queries received via any other mode shall not be entertained. The queries should only be sent in the following format on the official letterhead of the company.

S. No	Page No (tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

- h) If there is any addendum/corrigendum related to the Tender, it shall only be published on the Institute website. The Bidders are advised to check the Institute website regularly. No other mode of notice will be given.
- i) The Bidders are requested to submit the bids after the issue of clarifications duly considering the changes made, if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued, if any, during a pre-bid meeting in their bid.
- j) Bidders need to submit **self-attested** hard copies of relevant documents. All documents submitted by the vendors will be verified by IIITDM Kurnool.
- k) Bidders are requested to follow Institute Website for updates/ Corrigendum on the Tender
- l) If the last date of receiving/opening of the bids coincides with a holiday, then the next working day shall be the receiving/opening date.

Name and Signature of Bidder with seal

## **2. EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE GUARANTEE**

- a) The Bidders are required to pay Earnest Money Deposit (EMD) as specified below in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660.

	<b>Tender Processing Fees (Non-Refundable)</b>	<b>Earnest Money Deposit (EMD) (Refundable)</b>	<b>Security Deposit</b>
Amount	NIL	Submitting Bid Security Declaration (Only if eligible for exemption of EMD) as per <b>Annexure-IV</b> or ₹. 20,000/-	<b>Whichever is higher of:</b> <b>(a) Five (05) Months License Fee</b> <b>(Or)</b> <b>(b) Rs. 50,000/- (Rupees Fifty Thousand Only)</b>
Validity	---	With a validity period of 90 days beyond the opening of the Technical bid	Contract period + minimum 2 months extra

- b) **Bids received without EMD or Bid Security Declaration as per Annexure-IV shall be summarily rejected. Bidders claiming EMD exemption by submitting Bid Security Declaration must submit valid supporting document proving their eligibility for EMD exemption.**
- c) The Successful Bidder shall submit Security Deposit in the form of DD/ Banker's Cheque, drawn from any nationalized bank in favour of "The Director, IIITDM Kurnool, Kurnool, Andhra Pradesh", payable at SBI, Nandyal Road Branch, Kurnool- IFSC Code SBIN0021660. The Security Deposit will be returned to the vendor within 2 months (without interest) after the end of the contract period subject to compliance of all the terms & conditions of the Work Order/Agreement during the Contract period.
- d) EMD of Bidder shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of his/her bid.
- e) Further, if the successful Bidder fails to furnish the Security Deposit within the specified period, his/her EMD shall be forfeited.
- f) In case the Bidders / Successful Bidder(s) are found in breach of any condition(s) at any stage of the tender, EMD / Performance Guarantee shall be forfeited.
- g) In cases of d, e and f, apart from forfeiting EMD/ Security Deposit, the Institute may initiate any penal action against the Bidder/successful Bidder, which the Competent Authority deems it to be fit.
- h) EMD will be returned to Unsuccessful Bidders without any interest whatsoever, after opening of financial bids.

Name and Signature of Bidder with seal

### **3. METHOD OF SUBMISSION OF BIDS**

- a) The bids should be filled in Single bid formats (Technical Bid and Financial Bid) with all the required documents as enclosures in separate sealed covers
- b) There should be the main envelope, called a Master envelope, and three more envelopes, namely: Envelope-1, Envelope-2, and Envelope-3.
  - i. Envelope-1: Superscribed as **“EMD for Establishment, Operation, Maintenance and Comprehensive Management of IITDM Kurnool Cafeteria/Canteen at Administrative Block, IITDM Kurnool, Kurnool, Andhra Pradesh”**. The Demand Draft/Banker’s Cheque / EMD exemption declaration (**Annexure-IV**) towards EMD should be kept in this envelope and sealed.
  - ii. Envelope-2: Superscribed as **“Technical Bid for Establishment, Operation, Maintenance and Comprehensive Management of IITDM Kurnool Cafeteria/Canteen at Administrative Block, IITDM Kurnool, Kurnool, Andhra Pradesh”**. The complete tender document (downloaded from the website) along with the required supporting documents needs to be **spiral-bounded** and should be kept in this envelope and sealed.
  - iii. Envelope-3: Superscribed as **“Financial Bid for Establishment, Operation, Maintenance and Comprehensive Management of IITDM Kurnool Cafeteria/Canteen at Administrative Block, IITDM Kurnool, Kurnool, Andhra Pradesh”**. The Financial Bid (as per the template in **Annexure-V**) should be kept in this envelope and sealed.
- c) All the documents in Envelopes 2 and 3 should be duly **signed by the Bidder with the stamp** of the firm.
- d) All these three envelopes, Envelope-1, 2, and 3 should be kept in the **Master envelope**.
- e) The master envelope should be super-scribed with **“Establishment, Operation, Maintenance and Comprehensive Management of IITDM Kurnool Cafeteria/Canteen at Administrative Block, IITDM Kurnool, Kurnool, Andhra Pradesh”**.
- f) Incomplete bids or bids not submitted in the prescribed format are liable for rejection. Also, the Bids received after the due date and time shall be summarily rejected.
- g) The Bids should be valid for a period of 120 days from the date of opening of the Technical Bid.

Name and Signature of Bidder with seal

#### **4. ELIGIBILITY CRITERIA**

- (a) Each page of the Tender document along with all other submitted documents must be duly signed by authorized signatory with Bidder's company seal and initial, otherwise, the document will be invalid. (Power of attorney, if any, to be submitted)
- (b) **Experience:** Experience 03 Years (as on 31 Jan 2024) of executing similar work in Central or State Government Higher Educational Institutions such as IITs, NITs, IIITs, IIMs, Central University, Leading Research Organizations like DRDO, ISRO, CSIR, PSU's, Public listed Companies, reputed leading Private Institutions, should be attached with Tender document. The Bidder should submit copies of work orders/ experience certificate of work completed or ongoing, issued by concern Institute (or) establishment along with their email IDs & Contact Numbers. **(self-attested copy)**
- (c) Self-attested copy of GST Certificate of the Bidder, be enclosed.
- (d) A declaration undertaking on the Letterhead of the Bidder/Agency that all the terms and conditions as given in the tender document are acceptable and the Agency has not been blacklisted by any of the organization at any point of time and no criminal case is pending against the said firm/agency **(as per the template in Annexure – III)** should be given.
- (e) Copy of Registration of /Agency / Firm / Company issued by concerned Authority of the State Shops and Commercial Establishment Act is mandatory, wherever applicable; **(self-attested copy)**
- (f) Bidders should be registered with Food Safety and Standards Authority of India (FSSAI). Copy of the latest valid Certificate to be attached. **(self-attested copy)**
- (g) **Annual Turnover:** The Average Annual Turnover of the firm should be **10 Lakh** & above in last three Financial Years **(2020-21, 2021-22 and 2022-23)** duly audited & Certified by Chartered Accountant (CA).

All Bidders / Agencies / Firms must fulfill the specified eligibility criteria and submit the documents and declarations (duly self- attested) in support of their claim along with the Bids. Bids not meeting Eligibility Criteria stated below and not accompanied by the requisite documents shall be treated as incomplete, hence be rejected:-

**Note: - The bidders should submit all the required documents for the above listed eligibility criteria, failing which their bid will be treated as invalid or cancelled.**

**Name and Signature of Bidder with Seal**

## **5. EVALUATION PROCEDURE**

- a) Both the Technical & Financial Bids will be opened on the same day in the presence of Bidders, who may be present in the Purchase section of the Institute.
- b) A Committee duly constituted by the Competent Authority would evaluate the bids submitted by the Bidders.
- c) Prior to the detailed evaluation, the Institute will determine the substantial responsiveness of each bid to the Bid document. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding/Bid document and is without any material defects and deviations. Deviations from, or objections or reservations to critical provisions such as those concerning qualification/eligibility criteria, availability of facilities and amenities as needed, availability of government/statutory approvals and clearances, ready and explicit willingness to accept and honor the terms and conditions of contract, etc. will be deemed to be material deviations.
- d) Initially the Technical Bid will be opened and financial bid of the responsive bidders would be opened. Bids of the non responsive bidders will not be opened.
- e) The base license fee fixed is @ Rs. 5,000/- per month (excluding GST) for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a as is where is basis to run the IIITDM Kurnool Cafeteria/Canteen. GST & any other taxes/duties as applicable time to time must be paid extra by the licensee.
- f) Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount which is MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
- g) The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
- h) The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
- i) In case of a tie between the quotes, the tie-breaker will be on the following parameter: The bidder who has more financial stability – the bidder who has more average annual turnover taken together the past three financial years as mentioned in eligibility criteria above will be awarded the bid.
- j) If a bid is not substantially responsive, it will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- k) The Contract will be awarded to the H1 Bidder, i.e. the bidder who quotes the highest License Fee among all the technically qualified bidders. The decision of the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh, is final in this regard.
- l) The Bidder should quote the License Fee in the financial bid in figures as well as in words.
- m) Bids with revised/modified rates/offers after the opening of the Bids shall be summarily rejected and the entire Earnest Money Deposit (EMD) submitted with the Bid shall be forfeited.
- n) The Bid is not transferable under any circumstances.
- o) Telegraphic, conditional or incomplete Bids shall not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
- p) Institute reserves the right to reject any or all the Bids at any stage or accept them in part or reject the lowest Bid without assigning any reason thereof and the decision of the Institute in this respect shall be final.

### **Visit to Bidder's Business Outlet(s):**

Complete details of Business Outlet(s) operated by the bidders must be enclosed with their respective Technical bids; the name of the contact person with phone numbers must be printed/ written on the envelope. Inspection committees if needed may carry out surprise visits to the existing Cafeteria/Canteen/Food Court/Restaurant run by the bidders and their reports will form valuable input for the shortlisting process.

I/we accept all the terms and conditions of the Bid notice.

Date.....

Place.....

Name and Signature of Bidder with seal

**SIGN AND SEAL OF THE BIDDER**

## **6. DETAILED SCOPE OF WORK AND OTHER TERMS AND CONDITIONS**

### **A. SCOPE**

**NAME OF WORK:** ESTABLISHMENT, OPERATION, MAINTENANCE AND COMPREHENSIVE MANAGEMENT OF IITDM Kurnool Cafeteria/Canteen At Administrative Block, IITDM Kurnool CAMPUS.

**LICENSE PERIOD :** The license shall be given initially for a period of Two years. The IITDM Kurnool may renew/extend the License to such further period (s), as it may deem proper and in any case not exceeding Five years from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.

**LICENSE FEE :** The license fee will remain un-changed during the initial license period of 02 (two) years. However, a 10% annual increase in the License Fee would be applicable after the end of initial 2 years.

**START OF SERVICE:** The provisional date of Start of service period is 01.07.2024 or any other date as communicated in the Work Order to the successful bidder.

**Details of the work:** The Director, Indian Institute of Information Technology Design and Manufacturing Kurnool invites tender for Establishment, Operation, Maintenance and Comprehensive Management of IITDM Kurnool Cafeteria/Canteen At Administrative Block, IITDM Kurnool CAMPUS , conforming to the specifications given in the schedules here.

The Licensee shall arrange utensils, crockery, cutlery and other equipment/items/ required for cooking, storing, displaying and selling at his own cost while Kitchen furniture like Dining Tables & Chairs and also Lights, Fans and Water Dispenser would be provided by the Institute. However, the cleaning & minor maintenance of the items provided by the Institute will be the responsibility of the Licensee. Ducting (for exhaust) have to be setup by the contractor at their own cost.

#### **Allotted Space:**

A permanent, RCC top building of plinth area around 3600 SFT situated in the Lower Ground Floor of Seminar Hall Complex, IITDM Kurnool. Out of the total area, an area of Approx. 1250 SFT would be allotted to the licensee for cooking, storage, cleaning, selling & other operations while the remaining area of 2350 SFT would be dining hall space which would not be allotted exclusively to the licensee and can be used by the staff, students, visitors for dining. However, the cleaning & minor maintenance of the Dining area would be the responsibility of the Licensee.

IITDM Kurnool shall provide the following for running the Cafeteria/Canteen:

- a) IITDM Kurnool will provide water for basic activities and an amount of Rs. 2,000/- per month will be charged for Water. The amount is subject to Annual revision by the Institute from the third year of the contract.
- b) Electricity will be charged from the contractor for actual consumption as per the market rate. The charges towards the electricity sub meter are to be paid by the contractor/licensee.

Every effort must be exercised by the contractor/licensee to minimize electricity usage and desist from unnecessary usage. If found wasting water/electricity, Institute reserves the right to impose penalty.

The Cafeteria should remain open from morning **07.00 AM to till night 07.00 PM on a daily basis**. The Institute reserves the right to modify the Timings for the opening of the Cafeteria/Canteen. The licensee shall employ their workers accordingly to keep the Cafeteria/Canteen opened on all days (including all



Saturdays, Sundays, festival days, except on national holidays) in view of the requirement of Staff, Guests, Visitors students, hostellers, employees, families staying in the quarters. However, the licensee will have to abide by all the statutory norms and conditions as per the government instructions in following working hours for the workers, holidays, shifts, facilities to be provided to the workers, their wages etc.

The successful agency/bidder/licensee shall provide the items as listed below to the Institute Fraternity, as per specified timings at reasonable or fixed price, best quality and right quantity.

Sl. No.	Item	Price In Rs. (Including Taxes)	Sl. No.	Item	Price In Rs. (Including Taxes)
<b>Beverages</b>			<b>Tiffins &amp; Rice Items</b>		
1	Tea/Lemon Tea/Black Tea	10/-	1	Idly (03 Nos. – Big size)	35/-
2	Coffee	12/-	2	Wada (02 Nos. – Big size)	35/-
3	Horlicks/Boost	15/-	3	Poori (02 Nos. – Big size)	35/-
4	Milk	12/-	4	Mysore Bonda (04 Nos. – Big size)	35/-
5	Fruit Juice	35/-	5	Dosa, Plain	30/-
6	Milk Shake	40/-	6	Dosa, Masala/Onion	35/-
7	Other Packed Beverages	MRP	7	Uthappam, Plain	35/-
			8	Uthappam, Onion	40/-
<b>Snacks</b>			9	Pongal, 200 Gms.	35/-
1	Veg Manchuria, 250 Gms.	40/-	10	Upma, 200 Gms.	35/-
2	Punugulu, Plate of 10 Nos.	20/-	11	Pesarattu	35/-
3	Mirchi Bajji, Plate of 04 Nos.	20/-	12	Tomato Bath	30/-
4	Aloo Samosa, Big	10/-	13	Alu Paratha, 02 Nos.	40/-
5	Onion Samosa, Small, 03 Nos.	10/-	14	Chole Bhature (02 Nos.) with pickle & Onion	50/-
6	Masala Wada	5/-	15	Uggani(100 Gms.) with Bhajji (02 Nos.)	35/-
			16	Lemon Rice 200 Gms.	30/-
<b>Millet Tiffins &amp; Rice Items</b>			17	Chapathi , 02 pieces with curry	40/-
1	Millet Idly//Wada (02 Nos. – Big)	40/-	18	Bisibelabath, 250 Gms. With papad	40/-
2	Millet Dosa	50/-	19	Curd Rice, 200 Gms.	30/-
3	Mini Thali – Millet	100/-	20	Zeera Rice, 200 Gms.	45/-
			21	Raagi Mudda (02) with dal/curry	50/-
<b>Other items</b>			22	Mini Thali (2 chapati/ poori/ phulka, 150 Gm. Rice, 50 Gm. Flavor Rice, Dal, Veg Curry, Salad, Pickle, Papad)	60/-
1	Chocolates/Biscuits etc.	MRP			
2	Ice Creams	MRP			
3	Bakery Items	Not Fixed			

Note:

- For the items where the prices are fixed, the contractor shall collect only such amount and where the prices are not fixed (Excluding packaged products where MRP is fixed), the same will be fixed by the Committee appointed by the Institute. Packaged products where MRP is fixed shall be sold at prices not higher than MRP.
- Institute reserves the right to increase/decrease the list of the items to be offered based on the recommendations of the Committee appointed by the Institute.
- Any revision to the above rates of the items to be offered would be decided by the Committee appointed by the Institute by taking views of the vendor and would be reasonable & at par with the market rates. The decision of the Committee is final.

## **B. Specific Terms and Conditions**

- a) The successful Bidder/lessee shall ensure that the customers are charged reasonable rate for the products as fixed in consultation with the Institute in this regard. The Institute may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be initiated. Contractor shall install swiping machines & UPI scanners for convenience in payments for the goods delivered and proper bills/receipts to be issued.
- b) The area of allotted space for Cafeteria/Canteen will be approx 1250 square feet.
- c) Electricity & Water Charges: Electricity Charges shall be paid as per the Sub Meter Reading and the Govt tariff Rate. The Sub Meters should be Electrical Digital Proof, and will be procured at the cost of the licensee. Water will be provided at charges of Rs. 2,000/- per month.
- d) **Non Exclusive Clauses:** The allotment of Food Court and Restaurant shall be on “NON EXCLUSIVE BASIS” i.e. the Institute shall have right to grant license to more than One licensee to do same Business in the same Premises.
- e) The Institute will have right to assess the quality, market price and reasonability of items.
- f) The Vendor may supply those food / eatable items not under contract but where demand exists with the approval of the Institute. Cost of such items shall have to be competitive and not more than MRP/Market Price. Approved price of eatables including additional demand created, be prominently displayed.
- g) The firm will supply / serve Breakfast, Lunch, Dinner, and Snacks in Cafeteria/Canteen/Cafeteria as per requirement and schedule drawn by Institute Authorities.
- h) Firm will engage sufficient bearers to serve in Faculty & Staff Chambers and also to organize High Tea, Executive Lunch / Dinner during official functions. Firm will have adequate manpower for late hour service on Sat, Sun, Holidays as per requirement. However Institute doesn't guarantee any such business.
- i) The Vendor will make his own Pest Control arrangements inside & area surrounding the Cafeteria. Highest degree of Hygiene, Cleanliness will be ensured.
- j) Contractor shall install swiping machines/ UPI scanners for convenience in payments for the goods delivered.
- k) No subletting of work/space will be allowed at any stage.
- l) The successful Bidder shall engage sufficient number of Cafeteria/Canteen staff, considered appropriate for serving the Institute Fraternity.
- m) The successful Bidder shall be liable to provide tea, coffee, snacks, light refreshment, cold drinks, breakfast, etc of good quality and should be stored / served under highly hygienic Conditions. The rations & material used for preparing items shall be Branded and of standard quality.
- n) The Licensee has to ensure that Cafeteria/Canteen Staff serving in the complex are well mannered and in proper uniform.
- o) The successful Bidder shall ensure that they provide best and standard services to the customers.
- p) The Licensee shall arrange utensils, crockery, cutlery and other equipment/items required to function the Cafeteria/Canteen at his own cost. Ducting (for exhaust) have to be setup by the contractor.
- q) The Bidder will have proper valid license from concerned/prescribed authorities to prepare & serve food items. Also, shall comply with all norms & guidelines of Statutory Authorities in this regards. The Vendor shall be responsible for any consequence arising due to Non-compliance of Guidelines issued by Statutory Authority. The Institute shall be in no way responsible for the same.
- r) The licensee must ensure that preparation and serving of veg and non-veg items have separate cooking & service counter.
- s) Bills for institutional services must be submitted by 7th of every month for reimbursement. No delay acceptable.
- t) The Bidder should provide plan for Waste Management along with the Tender document.
- u) Bidder should be registered with EPF, ESIC and other Statutory and must have valid Labour license for persons, as & where applicable. These documents may be obtained after issue of Work Order.
- v) All Food handlers must take proper haircut, shave properly, nails trimmed, must not be chewing Tabaco/ Paan Masala, must not smoke inside the campus, wear head gear & Aprons.

### **C. General Terms and Conditions:**

- a. The Agreement, Performance Bank Guarantee/Security Deposit should be submitted within **15 days** of issue of Work Order.
- b. The service provider will not damage or alter any civil structure. Before undertaking any work, the Licensee shall have to take approval of the Institute through Estate section.
- c. The successful Bidder will be allowed to commence the business upon compliance of all statutory requirements like Deposit of Agreement and Performance Bank Guarantee/Security Deposit.
- d. **Change in Nature of Business:** The licensee has to do the same business which is mentioned in the Tender Notification and for which license is issued. If the licensee is found indulging in business at the allotted area other than the stipulated in the Agreement, the license is liable for termination duly forfeiting the Performance Bank Guarantee/Security Deposit.
- e. The Vendor will be allowed to take orders from the Departments/ Residents of Campus for official and personal function. However, Institute doesn't guarantee any such business.
- f. IIITDM Kurnool reserves the Right to visit the previous & Current Clients of Bidder and obtains authentic feedback regarding quality of food & services.
- g. In the event of death of licensee, the license shall come to an end. However, the licensor may permit the Legal Heir of the licensee to function the business on the same Terms & Conditions for the remaining period of license on execution of fresh license deed by such Heir.
- h. The shop or premises will be given "**as is where is condition**" to the successful licensee. Any modifications, changes, alterations, repairs, required, shall be undertaken by the licensee at his own cost with the prior permission / drawings approved by the Institute. The successful Bidder shall maintain the areas in neat and tidy condition at all times.
- i. The licensee shall ensure that no products shall be sold from the premises which are prohibited by the Institute/Govt Authorities. This includes Cigarettes and other Tobacco Products, Liquor, Drugs and any such substance.
- j. **Timings:** Cafeteria will operate from 0700 to 1900 Hrs on a daily basis. These timings may be changed based on requirement of Stakeholders.

### **D. Confinement to the Area:**

- a. The licensee has to function only in the Space allotted in Tender notification or as recorded in the Agreement. There should not be any encroachment in any other area by licensee, under any circumstances.
- b. **Encroachment Avoidance:** If the licensee encroaches the platforms, area meant for passenger's movement or area of other shop/open space, the licensee is liable to be penalized. If the licensee is habituated for encroachment, liable for termination by serving a notice.
- c. **Bio Waste Management:** It should be done by following the waste management. The premises and surroundings space shall be kept neat, convenient & clean. This can be achieved by keeping appropriate size dustbins at appropriate places. These arrangements are subject to inspection by Institute officials and Municipal Authorities. Noncompliance will attract penalty up to Rs.1000/- on each occasion. Plastic Bags will be totally prohibited inside the Campus. The Vendor must segregate the garbage into solid/ wet and non-degradable waste. The contractor shall have to follow other Govt rules in this regard.
- d. **Suggestion & Complaint Book:**
  - i. A "Suggestion & Complaint" book be placed at his establishment which shall be made available to users immediately on demand. Any suggestion or complaint are made by users, be brought to the Notice of the licensor. The said book shall be produced to inspecting Officials. The "Suggestions & Complaints" recorded in the said Book be scrupulously followed and recurrence be avoided.
  - ii. The licensee shall be liable to be fined in cases of defaults and negligence on its part or for complaints received from the users. Such penalty or fine shall be imposed through the Institute Committee according to nature of Complaints.
- e. **Color Wash:** The licensee must prevent defacing of premises. In case of violations, he has to undertake white washing / painting of allotted space at his own cost.
- f. **Handing / Taking over of Premises:** On the expiry of contract or on its termination, as the case may be, the Licensee shall deliver vacant premises intact, to the licensor by 1700 hrs on last day of Contract.
- g. In the event of failure to deliver vacant possession of premises, the licensor shall have the right to take possession by putting his own lock. The articles, if any, left by the licensee, will be disposed off by the licensor (Institute) at the cost of the licensee and no further claims in the matter will be entertained..
- h. **Fire Safety:** Safety standards should be maintained. Fire extinguishers (2 Kg & 4.5 Kg Dry type),

Sand buckets, should be installed in accessible places and same be in working conditions. List of emergency numbers be displayed at prominent places. First Aid measures should also be available for emergencies. Licensee shall ensure that fire detection and suppression measures installed inside the premises are kept in serviceable condition at all times. He will also ensure that all electrical wiring, power outlets and gadgets used are maintained properly to prevent short circuits/fires.

#### **E. Manpower Deployment:**

- a. The licensee shall register himself as a Contractor under the Contract Labour (Regulation and Abolition) Act 1970 and deploy manpower as required.
- b. **Employee Compensation:** The licensee has to pay amounts, in case of any accident / injuries to the personnel employed by them during the business time. The licensee alone is liable for workmen's compensation and any other statutory dues. Institute is not liable for payment of any such amount.
- c. **Employees Status:** The personnel's employed by the Vendor will be their own employees and the Institute shall have no onus regarding their employment status. The Institute shall have the rights to ask for removal of any person who is not considered to be competent and orderly in the discharge of duties. Workers will not be allowed to stay & sleep inside the cafeteria. The Vendor will make arrangements for their stay outside the Institute.
- d. **Compliance of Statutory Rules & Regulations:** The Vendor shall comply with all prevailing Labour laws/ Municipal Laws & Statutory requirement of Central/ State Government organizations. In case of non- adherence, they will be fully responsible for the consequences arising out of the same. The Institute in no way will be responsible for the same.

#### **F. Taxes:**

The licensee shall pay all applicable Taxes levied by the Central Government, State Government and Local Authorities from time to time. The Institute is not liable for the penalties against non-payment of these taxes or default therein. Default in this regard may cause termination of license and vacation of premises.

#### **G. Prohibitions:**

- a. No licensee should sell any prohibited items by the Institute or by the Government or any enforcing agencies. They shall adhere to the code of the conduct laid down by the Institute from time to time. The licence agreement can be terminated at any point of time without assigning any reasons including violation of contractual obligations.
- b. Since the consumption of Alcohol & smoking is prohibited in the Institute Premises, the successful bidder/lessee shall not sell Liquor and tobacco products or allow consumption thereof by any person in the food-court area leased out to him.
- c. **Use of polythene:** All the shopkeepers shall not use the polythene covers which are banned by the State / Central Governments or any other agency.
- d. No child labourer shall be employed for servicing as per law.
- e. The licensee shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene. In case of misbehavior, assault on person / employees Institute, any act or comment tarnishing the image of Institute by the licensee or his representative /workers lead to impose penalty or termination of contract duly forfeiting the Security Deposit amount.
- f. **Sub Shops/Outlets:** Permission shall not be accorded to any licensee to open sub shop/Outlets under any circumstances for whatsoever reasons.

#### **H. PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS**

- a. A penalty @ Rs.100/- per day will be levied in case of delayed remittance of monthly license fee beyond 05th Calendar day of every month. If the contracted licensee/contracted service provider fails to remit the license fee for a period of more than 03 (three) months at a stretch, a penalty of one month license fee will be levied along with the pending applicable license fees, failing to pay the penalty and the pending payable fees, the amount shall be recovered from the caution money deposit without any further notice to the licensee
- b. In case of failure to comply with the approved quality, quantity & price, Institute reserves the right to impose penalty based on the recommendation of the Committee to be appointed by the Director, IITDM Kurnool.
- c. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the contract may be terminated, the security

deposit will be forfeited.

- d. Outstanding dues/any adjustment of dues or cost of damages to the property, if any shall be recovered from the Security/Caution deposit.
- e. In the event of any statutory authorities imposes any punishment or fines etc., and if the Institute is made a party in such penal action the Institute has got the authority to keep security deposit etc., with it until it is proved to the satisfaction of the Institute that such penal actions are ceased. Such penal actions may be a reason for termination of Contract.

#### **L. INDEMNIFICATION**

- a. That the contractor shall keep IIITDM Kurnool indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters into a dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IIITDM Kurnool is made a party and is supposed to contest the case, IIITDM Kurnool will be reimbursed the actual expenses incurred towards Counsel Fee and other expenses, which shall be paid in advance by the contractor to IIITDM Kurnool on demand. Further, the contractor shall ensure that no financial or any other liability comes on IIITDM Kurnool in matters of any nature whatsoever, and shall keep IIITDM Kurnool indemnified in this respect.
- b. That the contractor shall keep IIITDM Kurnool indemnified against any loss to the property and assets of IIITDM Kurnool. IIITDM Kurnool shall have the right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

#### **L. RESOLUTION OF DISPUTES**

In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter, the matter shall be referred to the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh or any other officer nominated by the Director, IIITDM Kurnool, Kurnool, Andhra Pradesh for arbitration, whose decision shall be final and binding on both the parties. The Agency agrees that the arbitrator could be an employee of the Institute and shall not have any objections in this regard. The proceedings before the arbitrator would be governed by the provision of the applicable Arbitration Act. The venue of arbitration shall be Kurnool.

#### **K. JURISDICTION**

- a. 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 Kurnool.
- b. The disputes, legal matters, court matters, if any, shall be subject to Courts in the district of Kurnool Jurisdiction only.
- c. The contracting agency and the IIIITDM Kurnool shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction. The resultant contract will be interpreted under Indian Laws.

#### **L. FORCE MAJEURE**

- a. 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.
- b. IIITDM Kurnool may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failures to perform its obligations under the contract, is the result of a force majeure.
- c. If the due date of submission of tender/tender opening is declared a holiday for the Institute, the due date for submission of tender/tender will be extended to the same time on next working day.

**M. ACCEPTANCE OF THE TERMS AND CONDITIONS OF TENDER DOCUMENT**

The bidders have to accept all the terms and conditions of this tender document and it is made known that the bidders quoting for this tender had impliedly accepted the terms and conditions of this tender.

**N. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT**

In case of any ambiguity/dispute in the interpretation of any of the clause in this tender document, interpretation of the Registrar, IITDM Kurnool shall be final and binding on all parties. The IITDM Kurnool reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.

**Registrar**

**Annexure – I (Schedule – A): Basic Technical Details of the bidder**  
Tender No. IIITDMKNL/2024-25/OT/Cafeteria/Canteen/02, Dt. 07/06/2024

S. No.	Description	Information	Enclosed at Page No. of the Technical bid
1 A	Name of the Bidder		
	Complete Address		
	Phone No.	E-mail ID Website	
	Alternate Contact No.		
1 B	Contact Person / Representative of firm: Name Designation		
	Phone:	Mobile Phone:	
2 A	License No:	Registration No:	
	PAN:	TAN:	
	ESI:	EPF :	
	(Enclose copies of the above)		
	GST Number (Enclose a copy of the GST registration certificate)		
2 B	Proof for payments of income tax and GST (last three financial years)(copy of income tax and GST payments to be enclosed)		
3	No. of Cafeteria/Canteen/Food Court/Restaurants/Hotels operated Elsewhere by the bidder (Enclose list of shops/facilities handled up to 31 <sup>st</sup> March 2023, and ongoing work separately with all the relevant documents) (List to be included with name and the duration, type of service provided etc.)		
4	Whether having valid FSSAI certificate/license, if any. (If Yes, copy to be enclosed)		
5	Turnover per annum Rs. (in lakhs) (enclose annual audited statements for the financial years 2020-21, 2021-22 & 2022-23, the auditor's certificate and the ITR returns for the above said financial years)	Financial year 2020-21 = Rs. Financial year 2021-22 = Rs. Financial year 2022-23 = Rs.	
6	Any other information, wishes to provide in support of their credentials	(separate sheets may be used)	
7	Criminal proceedings, against the bidder	Yes/ No (if yes, details to be furnished )	

Documents having Corrections and Alterations shall not be accepted.

All the information furnished above should be supported by documentary evidence.

I / we accept all the terms and conditions of the tender notice.

Place: .....

Date: .....

Signature of the Tenderer with Seal

**TECHNICAL BID (checklist)**

(The Bidder may use the checklist below, to ensure that the tender submitted is complete in all respects)

Sl. No	Particulars	Yes	No	Document Page No
1	<b>Self-attested copy</b> of original tender document downloaded from either Central Public Procurement (CPP) Portal <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> or the Institute website <a href="http://www.iiitk.ac.in">www.iiitk.ac.in</a> .			
2	<b>Self-attested copy</b> of Firm Registration Certificate.			
3	<b>Self-attested copy</b> of GST Registration.			
4	<b>Self-attested copy</b> of PAN card.			
5	<b>Self-attested copies</b> of last 3 years' Annual Turnover issued from Chartered Accountant on his/her letterhead with UDIN number.			
6	Declaration in the format given by the Institute (as per <b>Annexure-III</b> )			
7	Power of attorney, if any, to be submitted.			
8	EMD cover (Demand Draft/Banker's Cheque / EMD exemption declaration as per <b>Annexure-IV</b> ).			<b>Envelop-I</b>
9	Technical Bid for Establishment, Operation, Maintenance And Comprehensive Management Of IIITDM Kurnool Cafeteria/Canteen at IIITDM Kurnool			<b>Envelop-II</b>
10	Financial bid cover (as per <b>Annexure-V</b> ).			<b>Envelop-III</b>
12	Copy of Valid FSSAI Certificate/License			
13	Copies of Work Orders/Contracts/Agreements/Satisfactory performance Reports proving the experience of 3 years.			

Note:

- All the pages of the original bid document along with other hard copies should be **serially numbered**, and **document page numbers should be filled** in the above table.
- Bidders need to submit **self-attested** hard copies.

**Name and Signature of the Bidder with stamp**



**DECLARATION**

**(To be provided on the letterhead of the Bidder and submit along with Technical bid)**

To

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

**Tender Ref. No.: IIITDMKNL/2024-25/OT/Cafeteria/Canteen/02, Dt. 07/06/2024**

I/We, the undersigned, declare that:

1. I / We do hereby certify that our firm is not blacklisted and no enquiries / cases are pending against us by Govt. of India / Govt. of Andhra Pradesh or by any State/Central Boards/ Universities, since inception of the firm / company.
  - a. All the terms and conditions given in the tender document with reference to above, are acceptable to us.
2. I/We also certify that the information mentioned in the submitted documents is true and complete in any every respect and explicitly agree that in the case at a later date it is found out by the Institute (IIITDM Kurnool) that any details provided herein by us are incomplete/incorrect, any contract given to us may be summarily terminated forthwith, our firm may be blacklisted, and that the Institute may also initiate any other legal/penal proceedings, as deemed fit by it.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

**Company Seal**

**DECLARATION FOR EXEMPTION OF EMD****(To be provided on the letterhead of the Bidder and submit along with Technical bid)**

To

The Registrar

IIITDM Kurnool.

Jagannathagattu,

Andhra Pradesh -518008.

**Tender Ref. No.: IIITDMKNL/2024-25/OT/Cafeteria/Canteen/02, Dt. 07/06/2024**

1. I/We, the undersigned, declare that I/We are registered with MSME/NSIC and hence may be exempted, in view of submission of **Bid Securing Declaration**, from payment of EMD.
2. I/We accept that:
  - a. I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of five (5) years upon receipt of your Blacklisting Order and pay 5% on work order value / purchase order as a fine on the Use of Bid Securing Declaration if I/we have committed any of the following actions:
    - i. Withdrawn or Modify my/our Bid during the period of bid validity required in the Bidding Documents; or
    - ii. Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity; or
    - iii. Fail or refuse to submit a performance security before the deadline defined in the Bidding Documents.

Date:

Place:

Signature:

Authorized Signatory Name:

Designation:

Company:

Contact No:

**Company Seal****Enclosure: Copy of MSME / NSIC registration certificate.**

**FINANCIAL BID**

Tender No. IIITDMKNL/2024-25/OT/Cafeteria/Canteen/02, Dt. 07/06/2024

Establishment, operation, maintenance and comprehensive management of IIITDM Kurnool Cafeteria/Canteen at the place earmarked for the purpose located within the campus of IIITDM Kurnool, conforming to the specifications given in the Schedules and other details mentioned in this tender document.

Name and address of the bidder	Amount of License fee (excluding GST) agreed to pay to IIITDM Kurnool every month (in INR - figure and words)
	Rs. (Rupees)

**Note:**

1. Bidders are advised to visit the site before submitting bids.
2. The contract will be valid initially for a period of two years from the date of award of the contract. IIITDM Kurnool may renew/extend the License to such further period (s), as it may deem proper and in any case not exceeding Five years from the date of commencement License having regard to the quality and manner of the contractor's performance. However, it shall be with consent/written request by the contractor in this regard.
3. The license fee quoted shall be excluding GST.
4. GST and any other taxes as applicable time to time must be paid extra by the Licensee.
5. The license fee will remain un-charged during the initial license period of 02 (two) years. However, a 10% annual increase in the License Fee would be applicable after the end of initial 2 years.
6. The base license fee fixed is @ Rs.5,000/- per month for providing the license to use the earmarked premises inside the IIITDM Kurnool campus, on a as is where is basis to run the IIITDM Kurnool Cafeteria/Canteen.
7. The rate quoted once is final and binding in all respects. No overwriting / corrections/ amendments/ using white correction fluid /endorsing any other details / discount / conditions etc., in the Financial Bid document will be considered. Such bid will be considered as Invalid and summarily rejected.
8. Selection of successful licensee shall be based on the HIGHEST QUOTEE of monthly License fee in the financial bid document. The highest quoted amount which is MORE than the base license fee indicated above will be treated as the successful bidder and awarded the license.
9. The license fee if any quoted less than that the fixed base license fee will be treated as invalid quote and summarily rejected.
10. The license fee quoted above the base license fee should be in round figure only (no decimal points or paisa will be considered). If any such quote is there, the paisa / decimal point will be converted to the next highest rupee for all purposes.
11. In case of a tie between the quotes, the tie-breaker will be on the following parameter:  
The bidder who has more financial stability – the bidder who has more average Annual turnover taken together for the past three financial years as mentioned in eligibility criteria will be awarded the bid.
12. Any decision of the Competent Authority of IIITDM Kurnool in selection of the suitable bidder, accepting the bid offer, rejecting any of the bid, etc., will be final and binding.

I / WE HEREBY DECLARE THAT I/WE HAVE UNDERSTOOD AND ACCEPTED ALL THE TERMS AND CONDITIONS OF THE SUBJECT TENDER DOCUMENT AND HAS OFFERED THE PRICE MENTIONED AS ABOVE.

Date:

Place:

Signature of the bidder/.

Authorized person:

Full Name:

Seal: