

INDIAN INSTITUTE OF INFORMATION TECHNOLOGY PUNE

(Established by MHRD, Government of India, Under PPP Model) A/P: - Sadumbre Tal:-Mawal Dist:-Pune Pin - 412109 Talegaon - Chakan Road Pune Maharashtra

Ph: 02114 -257000/ 020 - 25507224 (Off) Web site: www.iiitp.ac.in

Notice Inviting Tender/ Quotation

Notification. Ref. No. IIITP/MESS TENDER/2018/331 Dated: 16/07/2018

To Serve Tea, Breakfast, Lunch, Snacks & Dinner for Approximately 250 Students
Supply of Tea, Breakfast, Lunch, and Snacks & Dinner to Ground Floor Main Building Licensor on all working days (7 Days)

EMD Amount: Rs. 50,000 /- to be paid through demand draft drawn

in favor of Mentor Director, IIIT Pune

Last Date for Submission of Quotation/ Tender: Date: 27/07/2018 before 4.00 PM

Address for Submission of Quotation/Tender: Inward section,

College of Engineering Pune,

Wellesley Rd, Shivajinagar,

Pune-411 005.

Maharashtra, INDIA.

Date of opening of Technical bid : Date: 30 /07/2018 at 11 am

Eligibility Criteria:

- i. The Bidder should be a registered entity for providing canteen services nature having requisite license.
- ii. The Bidders should be experienced and should have been in existence for the last 5 years.
- iii. The Bidder should have experience of the said service at any Institutions, Universities, Commercial Bank, Private Banks, Govt. / Public sectors/ Private Organizations of reputed / Large Hotels, Autonomous bodies, Big Malls, Commercial complexes with at least one work order amounting to Rs. 40 lacs.
- iv. The Annual Turnover of the firm / company, for each year during last 3 financial years shall be at least **Rs. 1 Cr** specifically in the field of running a canteen/mess Profitable firm / company during last 3 financial years.
- v. Satisfactory service certificates should be produced from their existing major clients with details of contact person, Telephone Nos., e-mail etc.

1. Introduction

The Indian Institute of Information Technology Pune, (IIIT Pune), has been established by an Act of Parliament. It operates under a Public-Private Partnership (PPP) Model (with the Government of India contributing 50%, Government of Maharashtra 35%, and the industry partner, Rolta, Hubtown 15% of its capital expenditure). The institute started functioning in August 2016. At present, the institute is housed in a transit campus located at Siddhant College Campus, Sadumbre Tal- Mawal Dist - Pune Pin- 412109.

The bidder/vendor/contractor is referred as Licensee and the Indian Institute of Information Technology Pune (IIIT Pune) referred as Licensor.

2. GENERAL INSTRUCTIONS (PART A)

- The Licensee will NOT sub-let/Sub-contract fully or partially the cafeteria to any other party/person during the tenure of this contract under any circumstances.
 Failure to comply with this can lead to termination of the contract and forfeiture of security deposit.
- The Licensor shall at present provide only the existing structure available for Cafeteria for the purpose of establishing the Canteen. The licensor may direct the license to change the place and area of the Canteen due to any renovation or change in structure or extension of the building or any bonafide reason or otherwise.
- The licensee should arrange his own all kitchen accessories like gas burner, stove, mixer, cooking and serving both utensils, dining tables, chairs etc necessary to the canteen.
- 4. The Licensee shall have to bear the cost of medical checkups required at the time of joining of each employee, followed by periodic tests as per standards laid down by FDA and/or NABH. The Licensee can undertake the said test at any

- accredited laboratory or at our institution as the Licencee deem fit. The list of tests will be provided by the Licensor.
- 5. The Licensee shall keep the premises of the said Canteen in good tenantable condition and shall use the premises provided for the Canteen only for the purpose stated above and not for any other purpose. The licensee shall not allow the use of the said Canteen by any other person. The Licensee shall use the premises of the said Canteen as an ordinary prudent person and shall not damage the same. If any damage is done to the premises of the said Canteen then the Institute shall be entitled to claim such damages from the Licensee. If the Licensee fails to pay the damages then in such case the Institute shall be entitled to directly deduct the damages from the amount kept as security deposit.
- 6. The Licensee shall not be allowed to make any changes in the premises for said Canteen including painting, electric fittings, civil work or any other such work without the written permission of the Licensor and the Licensee shall bear all the expenses for any such change.
- 7. The Licensee will be solely responsible and liable for any claim/claims arising out of faulty equipments, wrong usage of equipments etc and any damage whatsoever to either the property or to any person/persons will be the sole liability of the Licensee alone. The Institute will not be held accountable for any reason whatsoever.
- 8. The Licensee will establish the Canteen only in the premises so provided and will be wholly responsible for providing the required Canteen structure, Equipments and fitting that may be required to run the Canteen. Except providing the space the First Party has NO other obligation in this regard.
- 9. The Licensee shall operate the Canteen from 6.00am in the morning to 11.00pm in the night on all days including Sunday and all other holidays. The licensee shall provide the necessary manpower for smooth running of the Canteen. That the possession of the said Canteen shall always remain with the Licensor.
- 10. The licensee shall not allow any outsiders except his staff to be in the Canteen premises without prior written permission of the licensor. In any case no one including the staff members of the Licensee will be allowed to stay in the Canteen Premises between 11.30pm and 5.00am next day. No accommodation except a charging/resting room will be provided to the workmen of licensor.
- 11. That it is the sole responsibility of the Licensee to appoint and manage <u>all the</u> <u>adult employees (strictly above 18 years age)</u> for running the said Canteen and make all the payments to the employees including their liabilities towards Statutory Government dues and all other liabilities arising out of the said employment shall be exclusive responsibility of the Licensee and the Institute shall <u>not</u> be responsible for the same in any manner. It is also specifically agreed by the Licensee that she shall submit the list of Addresses & contact number of the <u>all the adult employees</u> appointed by her for the Record of the

- Institute and any new appointment will be communicated to the Institute Authorities in writing.
- 12. The Licenser is not liable for any breach of any Government Rules / Regulations by the licensee or its employees. The licensee will be solely responsible for their action.
- 13. If during the course of employment within the premises of the licensor, any accident occurs causing injuries to the licensee or his employees or representatives, necessary compensation as required by the statute will be borne by the licensee itself, and the licensor is <u>indemnified</u> against all claims on such accounts.
- 14. The Licensee & its employees shall not do or cause to do or permit to do any act which would amount to nuisance or annoyance to the licensor and shall not do or permit to do any immoral acts in the premises of the said Canteen and shall not do any act or thing where by the Licensor suffers any loss or damage or which may cause disturbance to the Licensor.
- 15. The disposal of the reside of the food including coconut shells (if any) will be the sole responsibility of the Licensee. The licensor shall make arrangements for disposal of waste in duly sealed bags to be disposed in refuse trucks provided by the local authority. The disposal will be done by the Licensee on a daily basis and utmost care will be taken to keep the place clean so as not to attract flies, bees, bugs etc. by providing suitable covered bins.
- 16. The cleaning of the cafeteria will be done at least 3 times daily and the waste bins will be emptied at frequent intervals by the employees of the Licensee alone. Considering the cafeteria is inside the Institute premises, the licensor is particularly keen to see that the cleaning is up to the satisfaction of the licensors standards, as not cleaning the premises will lead to infections and other diseases.
- 17. The staff of the licensee will ensure that they are <u>polite and courteous</u> in their behavior and are well dressed during their working hours. They will carry their photo identity card prominently displayed on their uniform during the working hours. The personnel engaged by the licensee of the Canteen services shall not at any time cause nuisance to the licensor in any way. Bringing of selling or consumption of alcoholic drinks, tobacco / paan products and smoking is strictly prohibited in the entire Institute premises.
- 18. The personnel engaged by the licensee inside the Canteen will be wearing aprons and hand gloves and headgear and will keep the place neat and in hygienic condition.
- 19. It is agreed that <u>any</u> licenses or permits required to be obtained from Government Departments / Municipal Corporation shall be so obtained by the Party of the Second Part at his own cost and the Party of the Second Part shall

- ensure due compliance with the Terms and Conditions of such licenses and shall be solely responsible for any breach thereof.
- 20. That the Licensee shall be liable to pay the electricity Bill as per the actual. The Licensee is to pay that above bills/ charges with in the period of 7 days from the receipt of the bill and shall not commit default in it. If the Licensee fails to pay the said charges then the licensor shall be entitled to deduct the bill amount from the amount kept as security deposit and said amount shall be deducted along with the interest.
- 21. The chargeable rates for various items at the Canteen would be as per Annexure I.(to be Quoted by licensee) These rates, which are annexed in the Annexure, should be displayed prominently on the notice board and any change in the same will have to be sanctioned in writing by the Institute Committee before its implementation.
- 22. The license is bound to maintain the consistency of the service and shall not cause inconvenience to the students / faculty / staff / visitors failing which the licensor shall have the right to terminate the present agreement.
- 23. It is agreed by and between the parties that if due to food poisoning or any negligence by licensee any ill effect shows licensee shall be exclusively liable for the consequences and keep the licensor <u>indemnified</u> from the liability incurring out of the same.
- 24. The Canteen must serve food of good quality approved by the Institute tasting committee of the licensor. It shall be tasted / checked at random intervals by the Institute Tasting Committee of the licensor.
- 25. The agreement is on Non-Exclusive Basis i.e. on termination of the present agreement or during the duration of this agreement, the licensor may give licensee to any person at its sole discretion, feel deem and necessary or due to any bonfide reason or otherwise.
- 26. The licensor is entitled to terminate license of the Licensee in case of any breach committed by Licensee of any terms of this agreement or otherwise, at its discretion. The licensor shall first give 1 month's written notice to the Licensee informing of its intention to terminate the license of the Licensee and on the expiry of the period of the Licensee shall be deemed stand terminated.
- 27. If the Licensee intends to terminate the present agreement before the expiry of License periods, he shall first give one month's notice to the Licensor informing of his intention for termination of this agreement. On the expiry of such notice the Licensee shall immediately vacate the premises of the Canteen and this agreement shall stand terminated. However the Licensee may terminate the License only after a minimum period of six months of contract and subject to settlement of all the accounts.

- 28. Up to termination and if not terminated then on expiry of the period of the License i.e. on 31st August 2019, the Licensee shall quit and vacate the premises of the Canteen.
- 29. Subject to what is stated herein, if the Licensee fails to quit and vacate the said premises of the Canteen on the expiry of the term of the License or on the termination of the License he shall be liable to pay damages at the rate of Rs. 10,000/- (Rupees Ten Thousand Only) per day in lieu of the License fees till the said Canteen & premises is vacated. However without prejudice to the claim of damages the Licensor has all the rights to access all the remedies against the Licensee. It is agreed that any indulgence shown or any delay on the part of Licensor to evict the Licensee or non-action of the Licensor against the Licensee for the non-observance of the terms of this deed shall not be constructed as waiver of any rights of the Licensor.
- 30. If the Licensee fails to quit and vacate the said premises of the said Canteen to the licensor then in that case the Licensor shall also be entitled to proceed against the Licensee the Tribunal constituted under the provisions of the Maharashtra Rent Control Act, 1999 and the Licensee shall be liable to bear the costs of the same. It will be subject to Pune Jurisdiction.
- 31. It is clearly understood between the parties to this deed that <u>no</u> relationship of landlord and tenant exists between them and that the Licensor has not granted any rights of tenancy or lease in the said premises of the said Canteen to the Licensee by this Agreement.
- 32. The Licensee and Licensor have duly executed this agreement after clearly understanding the implications and consequences of the agreement and they have signed hereunder by their free will and free consent.
- 33. It is understood that only upon the Licensee vacating the said premises of the said Canteen the Licensor shall refund the security deposit subject to the deductions as mentioned above within 15 days from the date of vacating the said premises of the Canteen by the Licensee.
- 34. In case of any dispute, both the parties shall refer the same to the Director of the Institute whose decision shall be final and binding on the both parties.
- 35. In the event of award of the contract, the licensor should register themselves with the Regional Labour Commissioner (Central), Mumbai as a contractor under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.
- 36. The licensor shall not employ child labour. Upon violation of this requirement, legal action would be taken.
- 37. The licensor shall, at his cost, must maintain adequate stock of food grain, grocery, and adhere to the standards of the licensor. The licensor shall be responsible for proper hygienic storage of all raw materials.

- 38. Vegetarian and Non Vegetarian food will be cooked and served separately.
- 39. Issues related to Hygiene in the Mess and the Kitchen
 - Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the licensor.
 - Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture, mess water cooler is also responsibility of the licensor. The highest possible standards are expected in this regard.
 - Highest levels of hygiene must be maintained in the mess workers' toilet, with provisions for soap, towels etc.
 - Mess workers should be provided the necessary training so as to maintain the highest possible standard of hygiene, as is expected.
 - Licensor would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
 - 40. Disposable Glasses and plates, spoons or any other disposable items, as instructed by Institute committee, should be provided to students at no extra cost at the time of breakfast and Tiffin.
 - 41. Food wastage should be weighed daily for all meals and should be displayed in the mess.
 - 42. Water should be served on the tables and filled salt dispensers must be available on the table at all times.

2. GENERAL INSTRUCTIONS (PART B)

- 1. Licensee can download the tender document from the Institute's web site (www.iiitp.ac.in/www.coep.org.in) & should ensure to submit with the EMD.
- 2. The parties may seek clarifications on Technical & Financial issues (if any) on the conditions of bidding document through The Registrar.
- Licensor expects the Licensee to comply with the tender specifications/ conditions, which shall be frozen after due date. The bids not complying with the terms and conditions of the bidding document and offers indicating any exception/ deviation shall be liable to be rejected.
- 4. Licensor reserves its right to accept/ reject any/ all the bids and cancel the tender at its sole discretion.
- 5. Licensee intending to send their offers by post may send the same under registered cover/courier or by hand delivery so as to reach the designated place well before closing time and date. However, Licensor accepts no responsibility for offers received after the due time and date.
- 6. Fax and Email Quotations are not acceptable.

- 7. Quotations should be valid for at least 90 days from the tender due date.
- 8. The quotations should be given for the items in the tender document.
- 9. The Licensee is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the Licensee's risk. Tenders not complying with tender conditions and not conforming to tender specifications will result in the rejection of its bid without seeking any clarifications.
- 10. Technical and commercial bids must be submitted in SEPARATE sealed envelopes.
- 11. The Contract Agreement would be for a period of one year and subsequently, renewable for further 2 years (total 3 years) or part thereof, subject to satisfactory performance.

12. Issues related to Hygiene in the Mess and the Kitchen

- (a) Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the licensor.
- (b) Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture, mess water cooler is also responsibility of the licensor. The highest possible standards are expected in this regard.
- (c) Highest levels of hygiene must be maintained in the mess workers' toilet, with provisions for soap, towels etc.
- (d) Mess workers should be provided the necessary training so as to maintain the highest possible standard of hygiene, as is expected.
- (e) Licensor would reserve the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
- (f) Food wastage should be weighed daily for all meals and should be displayed in mess.

13. PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS

The Licensor will be fined in case of violation of the following rules

- a. Non-availability of complaint register on the counter / discouraging students from registering complaints would lead to a fine of Rs. 5,000/- per meal.
- b. Insects cooked along with food would invite a fine of at least Rs.5, 000/- per meal.
- c. Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine of Rs. 5,000/- per complaint.
- d. Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the caterer of at least 5,000/-Rs or more depending on the size of the stone/ pebble decided by Institute tasting committee.

- e. Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 5,000/- per incident.
- f. Three or more complaints of unclean utensils in a day week lead to a fine of Rs. 5,000/- on the Licensor.
- g. If Institute tasting committee in consultation with students in present mess agrees that certain item of a meal was not cooked properly / overcooked / extra spicy / extra oily then a fine of Rs. 5,000/- would be imposed on the caterer.
- h. **Food poisoning** shall invoke a hefty fine of at least Rs. 1 lakhs or more, along with cancellation of contract and possible blacklisting of the caterer. The security money deposited by the institute will not be refunded to caterer in case contract is cancelled for the above reason
- i. Inappropriate personal hygiene of workers including their dress and / or misbehavior by workers etc. will lead to fine of Rs. 5,000/- on caterer for every instance.

Documents to be submitted in technical bid (Part C)

- 1. EMD from Nationalized Bank in the name of The Mentor Director, Indian Institute of Information Technology Pune.
- 2. Registration / License Certificate.
- 3. PAN.
- 4. Turnover of last 3 Years.
- 5. Experience Certificate.

4. Undertaking

I hereby certify that all the information furnished above are true to my knowledge. I have no objection for the institute verifying any or all the information furnished by us in this document with the concerned authorities, if necessary.

with the concerned authorities, if necessary.
Name of Agency:
Address:
Telephone No. :
Mobile No. :
E-mail:
Date:

Annexure -I

Sr. No.		Rate Per Month / Student		
VEG-MESS				
1	Breakfast (Anyone)	Poha, Upma, Sheera, Idli, Medu/Batata Wada+Sambar, Sprout Chat, Dosa/Uttappam,+ Cup of Milk or+Tea+Coffee		
2	Lunch	1 Dry Vegetable Subjji+ 1 Vegaetable Subajjiwithgravy+Chapati+Dal/Rassam+ pickle+ Salad/Papad		
3	Snacks(Anyone)	Pattice, Wada Pav,Poha/sushila, Pakoda, Samosa, Kachori, Noodles+Tea/Coffee		
4	Dinner	Dry Vegetable Subajji+1 Vegetable Subajji with gravy+Chapati+Dal/Rassam+ *Rice+ Pickle+salad/papad		
5	Every Sunday Lu Dinner- Light mea Wednesday ->Pa			
1	Breakfast (Anyone)	Egg Omlet (as an option in additional to veg breakfast)+Cup of Milk		
2	Lunch	1Dry Vegetable Subajji +1Vegetable Subajji with gravy+Chapati+ Dal/Rassam +Rice+Pickle+ Salad/papad		
3	Snacks(Anyone)	Egg Pattice (as an option in additional to veg breakfast) +Tea/Coffee		
4	Dinner	1 Dry Vegetable Subajji + 1Vegetable Subajji with gravy + Chapati +Dal/Rassam + *Rice + Pickle +salad/papad		
5	Every Wednesda Curry. Mutton Cur Every Sunday Di etc.			

^{*}Different quality of rice should be used for Biriyani and normal rice. Kolam rice should be there during normal meal and for special dinner / lunch, biriyani branded basmati rice should be provided.