**TENDER NOTIFICATION**

NAME OF WORK : ESTABLISHMENT, OPERATION, MAINTENANCE AND COMPREHENSIVE MANAGEMENT OF FOOD CORNER AT HOSTEL ZONE, IIT MADRAS.

PERIOD : For the Years 2015 – 2018 (Three Years)

## TENDER NOTICE

|  |
| --- |
| **Last date for submission of Tender: 3.00 p.m. on 16th November 2015** |

The Office of the Dean (Students), IIT Madras invites Service Providers for Establishment, Operation, Maintenance and Comprehensive Management of an **Food corner** located between Students Facilities center (SFC – Shop No 7) of the IIT Madras campus, conforming to the specifications given in the schedules here. Those having experience in running such an **Food corner**, or possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply. The Tender document can be obtained either:

(a) In person/by post from the Office of the Dean (Students), IIT Madras Campus, Chennai 600036, or

(b) By downloading from www.tenders.iitm.ac.in**.**

The proposals/offers should be submitted under the two-bid system, i.e., Technical bid and financial bid (in separate sealed covers indicating clearly the specific bid on the cover). The duly signed tender documents (Technical and Financial bids in separate covers) shall be either:

(a) sent to the Office of the Dean (Students), IIT Madras Campus, Chennai 600036 by speed/registered post, or

(b) Dropped in the tender box kept in the said Office, **by 03:00 p.m., on 16th November 2015.**

The offers /bids will be evaluated by a duly constituted Committee. The technical bids will be opened first. The Committee will examine the technical bids and decide upon the suitability of each valid bidder as per the requirements, terms and conditions. Inspection committees may carry out surprise visit(s) to the bidder’s clients’ places and their report(s) will form a valuable input for the short-listing process.

**Opening of the Technical bid: 04:00 p.m., 16th November 2015.**

**Venue: Conference Hall, Office of the Dean (Students), IIT Madras.**

Technical bids with any explicit or implicit price indications will be rejected. The financial bids/offers will be opened only for the technical bids which meet the specifications. The Schedule for opening the financial bids will be intimated only to the shortlisted bidders. The final selection from among the bidders will be based on a weighted criteria system to be derived from the bid documents and inspection reports.

**The decision of the Tender Committee shall be final and binding.**

**Yours sincerely**

**Dean (Students), IIT Madras**

**Chennai 600036**

**Office of the Dean (Students)**

**IIT Madras, Chennai 600036**

# Tender Schedule

# (To be read along with Schedules A, B and C)

**Important Conditions of the tender to be strictly adhered to by the bidders**

**Eligibility to participate in the tender:**

1. The bidders should have **at least five years** in Operation, Maintenance and Comprehensive Management of a comparable Food corner.

2. The bidder(s) shall declare that he/she (they), including partners if any, was (were)/is (are) not involved in any criminal proceedings as per Indian law.

**Pre-bid Meeting:**

The bidder(s) wishing to get any clarifications on the tender is (are) welcome to attend the pre-bid meeting at 04:00 p.m., on **9th November 2015** in the Office of the Dean (Students), IIT Madras Campus, Chennai 600036.

**Submission of Bid:**

The bid can be submitted on all working days (Monday to Friday) between 09.00 a.m. and 05.30 p.m. The due date for submission of the bid is on or before 03.00 p.m., **16th November 2015.** In the event of this day being declared as a holiday, the bids can be submitted up to 03:00 p.m., on the following working day.

**Two bid system:**

The proposals/offers/bids should be submitted under the two-bid system, namely: (a) Technical bid; and (b) Financial bid. The Technical Bid should consist of all the details, along with general terms and conditions, as specified in the Schedule A. *There should be no specific cost/financial indication in the Technical Bid.* The Financial bid should indicate price information for the Food corner items mentioned in the Annexure I *The Technical bid and Financial bid should be put in separate covers and super scribed as* “Technical Bid” and “Financial Bid” respectively; the covers should be sealed properly. These two sealed covers should be put into a bigger envelope, along with a covering letter and a refundable Earnest Money Deposit (see below), and sealed. The words “**Tender for Establishment, Operation, Maintenance and Comprehensive Management of Food corner at IIT Madras**” should be super scribed on the outer cover.

**Earnest Money Deposit (EMD):**

The bidder(s) should submit a refundable EMD amount of Rs.50,000/- (Rupees Fifty Thousand only) along with the bid vide Demand Draft or Banker’s pay order drawn in favour of “The Registrar, IIT Madras” payable at Chennai. *Any bid without the said EMD will be considered INVALID and hence summarily REJECTED.* Photo/Fax copies of the Demand Draft/Banker’s pay orders will not be accepted. No interest will be paid on the refundable EMD, which shall be converted as a part of the Security Deposit in the case of the successful bidder(s). For unsuccessful bidders, their EMD will be returned within one month from the date of opening the Financial Bid.

**Authority to Sign:**

All documents must be duly signed by authorized representative(s) of the respective bidders. If an individual or a proprietor / proprietress of a firm is a signatory, he/she should sign above the printed full name and current address (to be presented in block letters). In case of a partnership firm, all the Partners of the firm or a Partner holding Power of Attorney for the firm should sign. A certified copy of the Power of Attorney document must accompany the full set of Documents. In both cases, a certified copy of the Partnership Deed and current address of all the partners of the firm must be furnished. In the case of a limited Company or a Corporation, the documents shall be signed by a duly authorized person holding Power of Attorney for signing them, and accompanied by copies of the Power of Attorney and the Memorandum of Articles of Association duly attested by a Notary Public.

**Compliance/acceptance**:

Compliance or acceptance with reference to the Basic Technical Details (Schedule-A), Terms & Conditions for providing General Facilities for Students (Schedule-B) and Scope of Work (Schedule-C), must be included in the Technical bid.

**Opening of the bids:**

The bids will be opened at the appointed place, time and date by a duly constituted Committee in the presence of the bidders or their authorized representatives who choose to be present. The larger envelope (containing the covering letter, EMD and the said two separate envelopes indicated as Technical bid and Financial bid) will be opened first. Offers found without the EMD or an invalid EMD (or the EMD presumably kept inside one of the two envelopes containing the Technical/Financial bids) will be summarily rejected; unopened bids will be returned to the respective bidders. On verifying the EMD, the respective Technical bids will be opened. The Committee will examine the Technical bids and decide upon their suitability as per the Schedules. The bidders whose Technical bids are not found acceptable will be advised of the same and their sealed cover containing their Financial Bids will not be opened; their EMD will be returned to them promptly.

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

Complete details of Food corner 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 will carry out surprise visits to the Food corner run by the bidders and their reports will form a valuable input for the shortlisting process.

**Quote Price:**

The prices of each and every item mentioned in the Annexure-I, should be mentioned by the bidders. In case the prices are variable and there is a stated Maximum Retail Price (MRP), the percentage discount on the MRP should be indicated at the specified “Quote”. The prices mentioned without any reference to MRP shall be fixed and remain valid for a period of one year. Each bidder may additionally specify, using additional pages to Annexure-I in “Financial Bid”, the discounts that he/she wishes to offer to the students.

**Alternative Proposals:**

Each bidder shall submit offers that strictly comply with the requirements of the Tender Document. Any alternatives or modifications shall render the corresponding bid invalid; offers with conditional rebate will also be held invalid.

**Validity of Offer:**

Each bidder shall agree to keep the bid open for sixty (60) days from the due date of submission thereof and not make any modifications in the terms and conditions.

**Late offer**:

The offers received after the due date and time will not be considered and the same will be returned unopened to the respective bidders.

**Acceptance and Rejection**:

The Tender Committee reserves the right to shortlist/reject any or all bids and accept the whole or any part of a bid without assigning any reason. Bidders/Establishments who have served in IIT Madras earlier and whose services were terminated before completion of their contract period in the last three years from the date of opening of tender (i.e. between 16th November 2012 to 15th November 2015) are not eligible to participate in this tendering process.

**Final Selection:**

Final selection shall be based on a weighted criteria system to be derived from the submitted bid documents and inspection reports. Various factors, namely, availability of items; quality of service; condition of existing Food corner Canteen(s) and reliability of services, apart from the quote, shall be considered during the finalization process.

The Tender Committee reserves the right to negotiate the price(s) quoted by the bidder(s); services can be stripped off or awarded partly to a selected bidder by the Tender Committee on the basis of evaluation.

**Disputes and Jurisdiction**:

Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in a court of competent jurisdiction located within the city of Chennai in Tamil Nadu or through a mutually agreed arbitrator.

**Indemnity clause:**

The Food corner shall indemnify IIT Madras of any legal issues that may arise out of the activities of the shop and/or its employees whether within the premises or outside, within the campus.

**Acknowledgement:**

**It is hereby acknowledged that we have gone through all the Schedules as well as the conditions mentioned above and we agree to strictly adhere to them.**

Date: Signature of Bidder(s)

Place: along with official seal and address

**Schedule – A: Basic Technical Details**

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| --- | --- | --- | --- | --- |
| **Sl. No.** | **Description** | | **Information** | |
| 1 A | **Name of the Bidder** | |  | |
| **Complete Address** | |  | |
| **Phone No.** |  | **E-mail ID**  **Website** |  |
| 1 B | **Contact Person / Representative of firm: Name**  **Designation** | |  | |
| **Phone:** | | **Mobile Phone:** | |
| 2 A | **License No:** | | **Registration No:** | |
| **PAN:** | | **TAN:** | |
| **ESI:** | | **EPF :** | |
| **FSSAI:** | |  | |
| **(Enclose copies of the above)** | | | |
| 2 B\* | **Proof for payment of income tax and service tax (last one year)** (copy of income tax and service tax payments to be enclosed) (avoid if a start-up) | |  | |
| 3\* | **No. of shops/facilities operated elsewhere**  **(Enclose list of shops/facilities handled up to 2013, 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 Quality Certification obtained for any of the services provided**  (If Yes, copy to be enclosed) | |  | |
| 5\* | **Bidders Solvency (Capital Employed) in Rs. (in lakhs)** | |  | |
| 6\* | **Turnover per annum Rs. (in lakhs)** | |  | |

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| --- | --- | --- | --- | --- |
| 7 | **No. of Employees: Regular** |  | **Temporary** |  |
| 8 | **Litigations, if any, connected with the facility** | | **Yes/ No (if yes, details to be furnished )** | |
| 9 | **Any other information, bidder wishes to provide in support of their credentials** | | **(separate sheets may be used)** | |
| 10 | **Criminal proceedings, if any, against the bidder** | | **Yes/ No (if yes, details to be furnished )** | |

Date: Signature with Seal

**Note:**

**i) Authenticated certificates, testimonials and proofs of experience to be produced in support of Sl. Nos. 2, 3, 4 & 5.**

**ii) For items marked by \*, the bidder need not furnish any detail if the firm is a start-up, but then has to compulsorily provide a detailed business plan regarding nature of work.**

**Schedule – B: Terms & Conditions for providing General Facilities for Students**

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| 1. | Institute shall provide the following:  a) Water for basic activities on the basis of metered consumption.  b) Electricity for the purpose of running the facilities (excluding decorative purposes) at applicable rates in the Institute.  Every effort must be exercised by the Service Provider to minimize electricity and water usage and desist from unnecessary usage. Obtaining water for cooking purposes shall be the responsibility of the Service Provider. |
| 2. | The contract shall be valid initially for a period of three years from the date of award of the contract. The contract could be renewed further for terms of one year each on mutually agreed terms & conditions, depending upon satisfactory services of the Contractor. |
| 3. | The Food corner which holds the license for the operation of the facility, shall fulfill the following responsibilities regarding cleanliness and sanitation:   1. Hygiene and sanitation standards should be strictly compliant with FSSAI regulations and/or prevalent norms. Compliance to the hygiene standards will be checked periodically. Noncompliance to hygiene standards will be sufficient reason to terminate the contract. 2. cleaning and washing of plates, cutleries and utensils. 3. cleaning and maintenance of kitchen equipment. 4. keeping the premises and surroundings neat, clean and hygienic. Periodic fumigation as per laid down norms. |
| 4. | The shop’s performance will be monitored on a regular basis through the Committee for Monitoring General Facilities for Students (CMGFS). Meetings of the CMGFS, scheduled every month, should be attended by the Licensee and the Manager of the IIT Madras facility, and not by any others. All recommendations made by the CMGFS shall be notified to the Service Provider who must strictly comply with the same. |
| 5. | The rates stipulated during the award of the contract may be changed according to the mutual agreement after negotiations. The rates referenced to MRP shall change according to market variations. |
| 6. | The shop shall not assign, sublet or part with the possession of the licensed premises and properties of the Institute therein or any part thereof under any circumstances. |
| 7. | On expiry/termination of the license, the Service Provider must vacate the licensed premises promptly. All fixtures, furniture, etc. which are properties of IIT Madras should be handed over to the Institute in good and tenable conditions. The cost of repair charges incurred following mishandling and/or willful damage (except normal wear and tear) will be deducted from the caution deposit. |
| 8. | The shop shall not construct or make any structural/electrical alterations or install additional fittings inside the premises of the work place without prior approval from the Institute. |
| 9. | Employment of child labor, defined as per relevant laws is strictly prohibited. The contract will be terminated with immediate effect if those laws are violated. |

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| --- | --- |
| 10. | The shop shall maintain a register with name, age and address of all their employees working at IIT Madras premises and submit the same to the CMGFS in a prescribed format after obtaining contract. The shop must report any changes in their list of employees to the CMGFS immediately following changes. |
| 11. | The shop shall arrange to obtain security passes from the Security Section of IIT Madras for all their employees and issue the same to them. No employee must stay in the premises of IIT Madras after working hours. The shop must obtain the necessary written permission from the competent authority to enable overnight stay of their employees in the campus at times of exigencies. The facility cannot also be used for the accommodation of staff when they are not on duty. |
| 12. | The shop shall be responsible for the proper conduct and behavior of the employees engaged by them. |
| 13. | Smoking, consumption/distribution of alcohol, use of pan and gutka, and drug/substance abuse by the employees is strictly prohibited. |
| 14. | All expenses related to the employees engaged by the shop shall be borne by the Contractor/ Licencee. In case of any accident or mishap to any employee of the shop, the Institute and its functionaries shall not be held responsible/liable in any manner whatsoever. |
| 15. | The shop is solely responsible for the payment of minimum wages, ESI and EPF for their employees as per the Government of Tamil Nadu and Government of India norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The shop shall not pay differential wages based on gender, caste, community or on linguistic basis. The record of duty hours and pay structure must be maintained as per rules for inspection by the government authorities. |
| 16. | The shop shall carry out periodic cleaning of fixtures (including lights, fans, etc.). The maintenance of the tools and equipment provided by IIT Madras shall be taken care of by the Service Provider and return in the same condition as received |
| 17. | Waste disposal is the responsibility of the shop. All biodegradable and Non-biodegradable waste has to be segregated at source (by not mixing with biodegradable wastes) and handed over to 0WZONE personnel. No wastage should be thrown out of the windows of the shop and surrounding premises nor should be fed to the animals. Non-compliance of waste disposal will invite penalty. Service Provider, under no circumstances shall dispose plastic and food waste into the drainage. Damages caused to the drainage system by breaking the jallies etc., which will result in appropriate repairs will be recovered completely from the shop provider. |
| 18. | No colors or preservatives should be added to the food items. All cooked items (if not specified otherwise) should be freshly prepared in edible oil. The cooking oil should not be reused under any circumstances. Oil used for frying purposes should be replaced every 12 hours or if its color turns dark due to maximum usage. Usage of Monosodium glutamate (ajinomoto) is strictly prohibited. |
| 19. | The shop shall be required to display the price list of all the items. The prices of the items given in IIT Madras shall not be more than the local market rate and shall be approved and reviewed by CMGFS every year. The Service Provider shall display the approved rate list at a prominent location within the allotted premises. |
| 20. | There should be complete adherence to the approved menu, price and quantity. In case the Service Provider is to supply extra items on demand, they may do so, provided the request is placed by the customer(s) for a bulk order. The Service Provider shall promptly inform the competent authority if anyone from outside or inside the campus uses compulsion or coercion against them or in any way obstructs the functioning of the facility. |
| 21. | All the items are required to be made available during the working hours. In case some items are not available from the approved list of items, the shop shall make them available to the concerned customer within 48 hours from the time the request is made. |
| 22. | The shop and their staff shall comply with all instructions and directions of the CMGFS/Institute functionaries given from time to time. In the event of any emergency, the staff of the Service Provider shall comply with instructions given by the CMGFS (the format for the shop evaluation and the instruction sheet are given in Annexure-II), without waiting for confirmation by the Licensee and if found violating the instructions, the shop will be penalized severely. |
| 23. | CMGFS members shall have free access to inspect the facility used and items/ services provided by the shop at any time during the working hours of the facility and beyond, if needed. If any substandard or unauthorized items/services are found to be provided, the shop shall be penalized by the CMGFS and the shop shall have to abide by the corresponding rulings. |
| 24. | A “Suggestions Book” must be kept at the billing counter, visible to all the customers, so that the customers may record comments about any item. A copy of the complaint/suggestion should be given to the customer after obtaining signature from the shop in-charge. The CMGFS shall have the right to check the complaint book at any time. |
| 25. | The advertisements of special offers and other items/ services provided by the shop shall be the sole responsibility of the shop and the space allotted may be used for the same. However, any other publicity within the campus can only be carried out after informing the CMGFS. |
| 26. | While accepting the offer, the shop shall execute a bond accepting the terms and conditions for serving the general facilities, as listed in the schedules given here. The license can be terminated by either side with a notice of one month. The CMGFS reserves the right to review and modify the terms and conditions, periodically. Decisions of the CMGFS shall be final and binding in extending the licenses after the award of the contract. |
| 27. | All the cateen items should be baked inside the shop premises. However, exceptions will be provided for branded items (FSSAI approved). |
| 28. | Furniture should be provided by the service provider. |

I/We agree to the above terms and conditions specified**.**

Signature of Bidder(s)

Official seal and address

**Schedule – C: Scope of Work and Prevailing charges for items / services (subject to revision)**

Office of the Dean (Students), IIT Madras

**Scope of Work and the Working Hours:**

The “Food corner” will function, between Students Facilities center (SFC – Shop No 7) at IIT Madras. The bidder(s) shall visit this facility and ascertain the available infrastructure before submitting the bid. Any additional requirements, necessary for efficient services, shall be taken care of by the bidder(s). The rates quoted by the bidder(s) shall include the overall operational costs related to the rendering of the items / services as well as all taxes. The working hours for the facility, to begin with, shall be 8 am to 2 am. However, this can be changed on mutually agreeable terms.

**Area and Rent:**

For the area of 350 square feet (sq. ft.) enclosed by the facility, a rent of Rs.15/-(Rupees Fifteen only) per sq. ft. is presently fixed as monthly payment. Maintenance cost of Rs. 2/- for external open space of 1000 sq.ft will be charged. If the Contractor/Service Provider wishes to use the external open space that may be made available near the above mentioned premises, after formal permission is granted by the competent authority of the Institute, the rent for the same will be fixed appropriately by the concerned Institute authorities.

**Water Charges:**

Water is charged as per the meter, based upon the prevailing charges payable by the Institute to the Chennai Metro Water Supply and Sewerage Board. (CMWSSB) This is presently Rs.40/- per thousand liters.

**Electricity charges:**

Use of electricity for the common areas is borne by the Institute. However, usage of electricity by the Service Provider within the earmarked total premises (enclosed as well as open) is chargeable as per prevailing TNEB rates. Presently, the charge is Rs.7/- per unit of electricity consumed.

**Waste disposal charges to 0WZONE:**

For waste disposal charges, an amount equivalent to 10% of the rent should be paid to 0WZONE for every month. This amount is revisable and will be specified by the CMGFS. The hygiene of the surroundings is given utmost priority and in case certain prudent waste management measures are sought by the Institute, the Service Provider must abide by them.

**Caution Deposit:**

A caution deposit of Rs.1,00,000 shall be paid to IIT Madras within a month of receiving the work order.

I/We agree to the above terms and conditions specified**.**

Signature of Bidder(s)

Official seal and address

**Annexure – I: List of Items**

|  |  |  |  |
| --- | --- | --- | --- |
| **List of items for Food corner** | | | |
| **No.** | **Name of the Item** | **Particulars/weight/varieties** | **Quotes** |
| 1 | Fried rice & varieties |  |  |
| 2 | Dosa & varieties |  |  |
| 3 | Idly |  |  |
| 4 | Fried items & varsities |  |  |
| 5 | salad |  |  |
| 6 | Frankies |  |  |

I/We agree to the above terms and conditions specified**.**

Signature of Bidder(s)

Official seal and address

**Annexure – II: Shop Evaluation Form and Instruction Sheet**

Date: Shop (Name & No.): Name of Evaluator:

**Shop Evaluation Form**

**Evaluation scale 1 to 5 with 1 for worst and 5 for the best (weights in brackets)**

**No. Performance Parameter Score Net Score**

1. Quality of service (3) 1   2   3    4    5
2. Availability of skilled workforce (3) 1   2   3    4    5
3. Availability of minimal required infrastructure (2) 1   2   3    4    5
4. Speed of service (3) 1   2   3    4    5
5. Hospitality of the staff (2) 1   2   3    4    5
6. Shop Cleanliness (2) 1   2    3    4   5
7. Availability of items/service (3) 1   2    3    4   5
8. Adherence to operational timings (2) 1   2    3    4   5

**Weighted Average / 5**

**Comments/Observations**

**Instructions to Shop Licensee**

Date: Shop (Name & No.)

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| --- | --- | --- |
| **No.** | **Instruction** | **Deadline** |
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**Reasons for Instructions:**

Name & Signature of Shop licensee/Manager :

**Names & Signatures of CMGFS Team Members :**

I/We agree to the above terms and conditions specified**.**

Signature of Bidder(s)

Official seal and address