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14/01/2020



**B.R Ambedkar Hall of Residence
IIT, Kharagpur**



Enquiry No: IIT/BRH/Tender/19-20/003

Date: 09.01.2020

Last Date and time of Submission of Bids: 06.02.2020 up to 5.00 P.M

Date and time of Opening of Bids: 06.02.2020 at 6.30 P.M

Date and Time of the opening Financial Bids: Will be notified to the technically qualified tenderers.

Sub: Inviting quotations for providing Tea/Coffee Services to the Boarders of the Hall.

Sealed quotations in two bid envelopes are invited by the Warden, B.R Ambedkar Hall of Residence, IIT Kharagpur for supply of Tea/Coffee & snacks in the Hall premises. The vendors with adequate credentials for supply of same service as per the below mentioned timings and rates may submit their quotation on sealed envelopes duly superscripted with **Tender Notice No. IIT/BRH/Tender/19-20/ 003** Dated: 09.01.2020 to the Office of The Warden, B.R Ambedkar Hall of Residence, IIT, Kharagpur on and before **06.02.2020 up to 5.00 p.m.**

1. GENERAL TERMS AND CONDITIONS :

- 1.1 Please read terms and conditions carefully before filling up the document. Incomplete tender document will be rejected.
- 1.2 Before submitting the tender should ensure that all self-attested document are attached along with the technical bid.
- 1.3 All pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- 1.4 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No bidder shall submit more than one tender form.
- 1.5 No paper shall be detached from the tender.
- 1.6 The name and address of the bidder shall be clearly written in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted in strict compliance with the instructions laid down there in, otherwise the tender is liable to be rejected.
- 1.7 The institute reserves the right to reject any or all the tender bids without assigning any reason.

1.8 For any query pertaining to this bid document, communication be address to Warden, B.R Ambedkar Hall of Residence, IIT Kharagpur ph. No. 03222-81184.

1.9 The **Technical bids will be opened on 06.02.2020 at 6.30 PM** in the Office of Warden, B.R Ambedkar Hall of Residence, IIT Kharagpur.

1.10 The technical bid will be evaluated first and price bids will be opened in respect of those OEMs/Vendors, who are found technically qualified after evaluation of Technical bids. Date for opening price bid will be intimated later.

1.11 Kindly refer to the Institute website www.iitkgp.ac.in [link: Tenders] for complete tender details. The same is also available in the CPP Portal [<https://eprocure.gov.in>].

1.12 If there is any corrigendum/addendum, it shall only be published on Institute's Website and Central Public Procurement Portal.

Execution of AGREEMENT and payment of SECURITY DEPOSIT

2.1 The successful tenderer should execute an agreement for the fulfillment of the contract with the Warden, B.R Ambedkar Hall of Residence. If the same is not executed within 5 days the order may be cancelled by the Warden.

2.2 The successful tenderer shall be required to deposit an amount of Rs.25,000/- (Rupees Twenty Five thousand only) as security deposit immediately after the issue of work order and before the execution of the agreement, in the form of demand draft of any nationalized /scheduled bank only in favour of Warden B.R Ambedkar Hall of Residence payable at Kharagpur. No interest shall be paid on such security deposit, which shall remain with the Hall during the continuance of the contract and it shall be released only after three months on the expiry of termination of the contract subject to clearance of all dues by the contractor.

2.3 Hall will offer the stall within the Hall area.

2.4 The cafeteria service shall be provided from 17.00 hours to 3.00 hours on all seven days in a week.

2.5 Hall will not bear any expenditure for the setting up of stall /infrastructure.

2.6 The contractor has to pay the electricity charges on actual basis, alongwith pro-rata fixed charges.

2.7 Licenses needed to run the cafeteria are 1. FSSAI license, 2. GST Registration specifying for selling of bakery items and beverages 3. Local Municipal Corporation Trade License etc.

2.8 The contractor shall be responsible for maintaining hygiene at the allotted space and for the disposal of wastages generated from the cafeteria operations.

2.9 The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.

2.10 The contractor will pay a monthly license fee of Rs. 1500/- (one thousand five hundred) per month for the canteen space in advance on or before 5th day of every month . The Warden

reserves the right to revise the license fees.

- 2.11 The period of contract is for one year from the date of award of contract for cafeteria premises. The contract may be extended subject to satisfactory performance and service of the contractor.
- 2.12 Failure to pay monthly license fee for consecutive 02 months will make the contractor defaulter and the contract will be liable to be terminated and the amount due will be recovered from security deposit.
- 2.13 Revision of price of any item will not be permitted without permission of the Warden.
- 2.14 Contractor shall display the price list of the items signed by Hall authorities to be served in the counter.
- 2.15 The contractor shall not sell any tobacco/alcoholic/intoxicating items in the counter.
- 2.16 TV and music system will not be allowed in the counter.
- 2.17 The contractor will be responsible for arranging the safe drinking water at the counter.
- 2.18 The contractor under no circumstances will be allowed to give sub contract of food to any other person or party.
- 2.19 The contractor will submit name, photograph and permanent address in respect of the workers engaged by him in the counter.
- 2.20 Contractor shall not be allowed to engage any worker whose age is less than 14 years.
- 2.21 The contractor will maintain a complaint/suggestion box in the counter during working hours.
- 2.22 The contractor has to pay the water charges on actual basis, along with pro-rata fixed charges.
- 2.23 The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damages found, the charges should be recovered from the contractor.
- 2.24 The contractor shall not keep the cafeteria closed without prior permission from the Hall authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken.
- 2.25 The contractor shall comply with all existing labour legislations and Acts, Provisions as applicable, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act etc.
- 2.26 The staff engaged by the contractor shall: (a) Show professional courteous behavior at all times. (b) Wear neat and clean work clothes, etc. (c) will not smoke beedies, cigarettes or take alcoholic drinks in the campus and they are not allowed to chew pan, gutka, tobacco items etc.
- 2.27 The contractor shall ensure that the staff engaged by him observes safety precautions and security regulations at the Hall campus.
- 2.28 Hall office reserves the right to call upon the contractor to remove any person employed/working in the cafeteria, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons. The contractor will have to issue identity cards to its employees employed in the cafeteria.
- 2.29 The contractor shall sell only packed readymade items as per the tender list of items and cooking of any item in the stall is strickly prohibited.
- 2.30 A fine up to Rs. 5000/- may be imposed or the contract may be terminated for violation of

any of the clauses mentioned above.

2.31 Evaluation will be done on price such as turnkey basis. Comparative statement will be prepared as per total price of all items.

ITEMS SOLD :

- 3.1 The food items should contain ingredient of good quality. Beverages should be of excellent quality and hygienic.
- 3.2 The contractor should not keep any packed items for sale which has already surpassed the date of expiry.
- 3.3 The packed food items should be sold only as quoted in commercial bid or MRP which ever less.

**B.R Ambedkar Hall of Residence
Indian Institute of Technology Kharagpur**

TENDER FOR PROVIDING CAFETERIA SERVICES

1. Name of the Agency :
2. Address of the Agency:
3. Name of the Person :
4. Phone No :(Mob).....

List of items.

Sl No	Items	Qty	Price (Rs.)	GST Amount with %	Total
1	Coffee	100 ml			
2	Tea	100 ml			
3	Green Tea	100 ml			
4	Lemon Tea	100 ml			

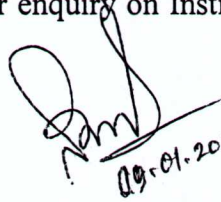
5	Cold Coffee	100 ml			
6	Packaged Drinking Water	500 ml			
7	Packaged Drinking Water	1 litre			
8	Veg Cheese Sandwich	75gm			
9	Non veg sandwich	100gm			
10	Cup Maggi	150gm			
11	Veg Patties	100gm			
12	Non Veg Patties	100gm			
13	Muffin	100gm			
14	Cappicino	100ml			
15	Hot Choclate	100ml			
16	Ice Tea	100ml			
Total					

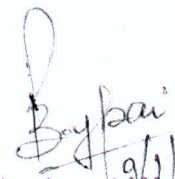
(Evaluation will be done on the basis of total amount quoted by the bidder for all the items)

Seal and Signature of the tenderer

Copy to:

1. PIC, Institute Information Cell for uploading the tender enquiry on Institute Website and CPP Portal.
2. Chairman HMC.
3. Hall Notice Board.


 09.01.2020
 Warden
 B.R Ambedkar Hall of Residence
 IIT, Kharagpur


 9/1/2020
 Assistant Warden (M)
 B.R Ambedkar Hall of Residence
 IIT, Kharagpur

**AGREEMENT BETWEEN THE CAFETERIA SERVICES CONTRACTOR AND THE
WORDEN, B.R AMBEDKAR HALL OF RESIDENCE KHARAGPUR**

Agreement executed on ____th day of _____ 2020 between _____
_____(hereinafter called the contractor)
and the Warden, B.R Ambedkar Hall of Residence, IIT Kharagpur. Whereas the contractor had
tendered for the Cafeteria Services for students and staff of BRH, Kharagpur as per tender notification
No. _____ dated _____ which
tender notification shall form part of this Agreement as if incorporated herein. Whereas BRH has been
pleased to accept the offer subject to the conditions stipulated in the work order
No. _____ dated _____, whereas the
contractor has as security for the due fulfillment of his obligations under this deed deposited
Rs.25,000/- (Rupees twenty five thousand only) on ____th _____ 2020,

NOW THESE PRESENTS WITNESS AS FOLLOWS:-

1. The BRH will offer space measuring 10 sq. ft. x 10 sq.ft. for setting up a stall within the Hall campus.
2. Hall will not bear the expenditure for the setting up of the stall/infrastructure.
3. The contract period is for one year from _____ to _____.
4. The contractor shall get the prices of all items approved by the Warden and no change whatsoever shall be made without the prior written approval of the Warden. The contractor has to display the list of beverages and product as mentioned in the quote with approved rate.
5. The contractor shall have to pay the facilitation charges of Rs.1500/-(Rupees One thousand and five hundred) per month.
6. The contractor will be required to pay the electricity charges on actual basis along with pro-rata fixed charges levied by the Institute
7. The contractor has to pay the water charges on actual basis, along with pro-rata fixed charges.
8. Warden reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. Warden's decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance. The contract can be terminated by either party after giving one months' notice.
9. The contractor should not transfer the contract of the cafeteria services or sublet the same to anybody which action may be treated as a breach of contract and the contract shall be liable to be terminated without any further notice. All expenses whatsoever for the retendering the services will be recovered from the contractor.

10. The contractor should hand over the premises in the same condition as it was given to them at the time of occupying and if any damage found, the charges should be recovered from the contractor.

11. The Warden reserves the right to impose a penalty on the contractor for any serious lapse in maintaining the quality, hygiene and the services willfully or otherwise by the contractor or his staff or for any adulteration.

12. The security deposit which shall remain with the institute during the continuance of the contract and it shall be released only after three months on expiry or termination of the contract subject to clearance of all dues by the contractor. No interest shall be paid on the security deposit.

13. If the Hall Office is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s) failing with the Warden will be at liberty to take appropriate necessary steps as deemed fit.

14. Waste and garbage disposal must be done twice a day on regular basis. And should keep the premises clean and hygiene all the time

15. Notwithstanding, any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at the area in which the IIT Kharagpur is functioning and only the said courts shall have jurisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.

16. Further this office letter No. _____ dated _____ issued to the contractor will also form part of this agreement.

Signed on this day ____ th _____ 2020

Warden
B.R Ambedkar Hall of Residence
IIT Kharagpur

Seal of the contractor.

Witness

Witness

1.

1.

2.

2.