



INDIAN INSTITUTE OF TECHNOLOGY MANDI

Inviting bidders for providing canteen service at IIT Mandi

Interaction with the bidder: **11:00 AM on 21.06.2022**

Chief Warden

Dean (Students) Secretariat
Indian Institute Technology, Mandi,
V.P.O - Kamand, District – Mandi
Himachal Pradesh – 175005, India
Telephone: 01905-267016

All interested bidders who intend to run the canteen service at IIT Mandi (Magpie Canteen) should be present at **11:00 AM on 21.06.2022**, Dean Students Conference Room, A7 building, North campus, IIT Mandi. With all required documents and details.

Calling for bidders

IIT Mandi invites bids for Magpie canteen facilities below Maple mess at South campus.

All interested bidders should be present at **11:00 AM on 21.06.2022**, Dean Students Conference Room, A7 Building, North campus, IIT Mandi along with the necessary documents and the interaction will occur on the same day. The bidding agency /company/ cooperative must have good experience of running canteen, proven capability of providing similar services in the past for at least two years.

As part of the interaction, an interested bidder should submit the following items:

- (a) It shall contain details of rate as per the menu the vendor is able/capable to provide.
- (b) It would also contain details of the persons and their numbers to be deployed in the canteen for providing services.
- (c) Also, all statutory documents required for running canteen.

The contract will be awarded initially for a period of one year to the successful bidder. This period may be extended on mutual consent on satisfactory performance after a review each year. The successful caterer shall be bound to execute an agreement on non-judicial stamp paper of Rs.100/-.

Institute reserves the right to reject some or all the applications without assigning any reasons whatsoever. Further, only lower rates shall not be sole criteria for selection of the vendor.



GENERAL TERMS & CONDITIONS FOR THE AWARD OF CONTRACT

(1) That the food served by the caterer shall be wholesome and clean. The competent authority at any time may enter upon the premises allotted to the caterer for the purpose of this agreement/contract and take away samples free of charge for purposes of inspection, trial or analysis and the competent authority decision about the desirability or quality of the food offered for consumption in the canteen shall be treated as final.

(2) If either of the parties wants to discontinue the service, one-month written notice signed by the Dean (Students)/caterer should be given to the other party. No reason needs to be provided.

(3) The service hours of the canteen shall be as given by the chairperson of the student canteen committee.

(4) The caterer shall be required to use electrical equipment/appliances for cooking purposes. All expenses shall be borne by the caterer.

(5) IIT Mandi may call for the advice of the medical officer on matters of hygiene at any time. The caterer strictly needs to abide by the suggestions of the medical officer.

(6) The caterer would provide a sufficient number of cooks, waiters and other servants in the canteen and shall take all reasonable precautions to see that they are professional, civil, sober and honest in their dealings with all users of their services.

(7) The caterer shall only employ in his service, such persons whose antecedents have been verified by the police and who have also been medically examined at the caterer's own cost and to the satisfaction of the Institute. The caterer shall be required to give an undertaking to the Institute to this effect.

(8) After the initial health checkup, every year between 1st -31st of January and 1st -31st August, the caterer may consult IIT Mandi Medical Officer for getting health check-up done for all the staff handling food in the canteen, and provide chairperson of the student canteen committee a Letter/Certificate signed by the Medical Officer, certifying that the canteen staff are fit to work in the canteen. This is to be done only to assist the health condition of the staff handling the food and in case the staff requires medical attention the caterer should provide necessary medical service on his own cost.

(9) The caterer shall provide a list of the persons employed by him with their name, address, photo and other details, to the student canteen committee at the start of the academic session. If the caterer desires to change the workers, he needs to inform the chairperson of the student canteen committee and provide the details of the new workers before they start the service at the canteen.

(10) The caterer or his employees will not be permitted to stay overnight in the institute premises.

(11) The caterer will ensure & comply with the statutory provisions for running canteen service.



(12) The caretaker should provide a copy of the FSSAI license within one month from the service start date.

(13) If any employee and/staff member of the caterer in the opinion of IIT Mandi, is not rendering proper service or is otherwise guilty of any misdemeanor or is found otherwise undesirable, the caterer shall forthwith remove that person from the IIT Mandi campus, with immediate effect and replace him with a suitable person.

(14) The Caterer shall take sole responsibility of paying at least the minimum wages as per Government norms to his employees and also take proper care of their welfare by provisioning leave and other benefits. The caterer should make payment of the wages of his employees through their bank account.

(15) The caterer shall not make any additions/alterations in the premises provided by the IIT Mandi for use as kitchen and allied purposes.

(16) The caterer shall maintain a suggestion/complaint box for noting suggestions/complaints, all the time in the canteen, for improvement by the users. Such suggestions/complaints after having the approval of the Chairperson of the student canteen committee should be forthwith acted upon by the caterer. The suggestions/complaint book should be kept open for the inspection of the users and competent authority.

(17) All the workers providing the services under this agreement shall be employees of the caterer and the IIT Mandi shall not have an employer-employee relationship with the employees of the caterer. The caterer undertakes to keep the IIT Mandi, harmless and indemnified against any demand/claim of wages, provident fund, Employees State Insurance and any other such dues of its employees. The relationship between the caterer and IIT Mandi is purely contractual and IIT Mandi is not responsible and/liable for the employees of the caterer.

(18) The caterer shall have no right or interest in the premises allotted for kitchen, canteen area and other allied purposes and he shall have no right or interest to remain in possession thereof at the end of this agreement or on termination thereof at any time.

(19) When a student fest will be organized and sponsorship will be taken from the external restaurants or food chain groups, Institute will reserve the right to ask the Canteen to be closed on such days.

(20) The caterer shall display the menu (as approved by the Chairperson of the student canteen committee) prominently in the canteen.

(21) The caterer shall be provided by IIT Mandi with necessary area and requisite furniture and/or gadgets and he/she shall be responsible for the proper maintenance of both the premises as well as the furniture and other gadgets provided by IIT Mandi.



(22) The caterer shall pay 1 year rent in advance during the time of signing the agreement @ Rs. 1,000/- per month plus GST to IIT Mandi. Electricity charges on actual basis will also be paid by the caterer to IIT Mandi.

(23) The caterer shall make available all other implements for running the canteen, things like crockery, cutlery, etc. for the canteen.

(24) The caterer will not provide food/service to unauthorized persons inside the canteen premises.

(25) The caterer should not use disposable cutlery

(26) The caterer should operate throughout the year

(27) On the expiry/termination of the contract the caterer shall hand-over/vacant physical possession of the canteen space on the date of expiry/termination.

(28) Legal disputes, if any, shall be subject to the jurisdiction of Mandi Courts only.

(29) If the Caterer forfeits the contract before the end of tenure without one-month notice, then the security deposit will not be refunded.

(30) In case of any disputes between the parties above, the Director IIT Mandi shall have the sole power to appoint an arbitrator and whose decision will be final binding.

(31) The caterer is required to vacate the premises by the end of this contract and handover the gadgets/equipment to Mess Caretaker, if not asked to do otherwise in written by the competent authority before the end of this contract. Penalty of Rs. 5,000/- per day will be imposed for unauthorized possession. Besides, suitable action will be taken as deemed appropriate by the competent authority.

(32) The agreement will automatically get null and void on completion of one year, if not extended further.

Penalty Clauses:

(1) Cleanliness and hygiene will be given utmost care. If the utensils, premises (cooking, serving, storage, etc.) are not maintained cleanly, a penalty of Rs. 1000/- will be levied for the first time and Rs. 5000/- thereafter.

(2) Expired products should not be used or served. If found, a penalty of Rs. 1000/- will be levied for the first time and Rs. 5000/- thereafter. If this persists continuously, the institute reserves the right to terminate the contract immediately, even with a short notice.

(3) The canteen workers (including the cook) should be in proper clean uniform including head cap (as approved by the student canteen committee), while on duty, and should maintain good

Indian Institute of Technology Mandi

Kamand, Himachal Pradesh - 175075



भारतीय प्रौद्योगिकी संस्थान मण्डी

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personal hygiene (trimmed nails, clean clothes, combed hair, etc.) from day 1. If any of the workers is found to be in un-uniform/unclean, a penalty of Rs. 1000/- will be levied from the caterer for the first time and Rs. 5000/- thereafter.

(4) The canteen should sell only approved items by the student canteen committee. If any unapproved items found to be sold in the canteen or even found in the canteen, a penalty of Rs. 1000/- will be levied from the caterer for the first time and Rs. 5000/- thereafter.

The caterer shall deposit a security deposit of Rs. 1,00,000/- (One lakh rupees) with the Registrar, IIT Mandi, in the form of demand draft in the name of 'Registrar IIT Mandi', which shall be refunded, without any interest thereon, 30 days after the end of the contract after adjusting the amount of any damage caused to IIT Mandi by any omission or discrepancy on the part of the caterer or his employee.