

EXPRESSION OF INTEREST (EOI)

FOR

SETTING UP & OPERATION OF

CONTAINER CAFETERIA

AT THE CAMPUS OF

IISER THIRUVANANTHAPURAM



EXPRESSION OF INTEREST

Expression of Interest (EoI) is invited for Setting-up and Operation of Various Commercial Cafeterias/ Outlets at the campus of Indian Institute of Science Education and Research Thiruvananthapuram (IISER TVM).

The contract for allocation of a cafeteria/outlet will be initially for a period of one year which may be extended for further periods depending on the requirement of the Institute and performance of the vendor.

Interested agencies/firms/individuals should submit their Application/ Expression of Interest in the prescribed format on or before 14.06.2024

Address for Submission of EoI:

O/o the Dy. Registrar (Admin)
IISER Thiruvananthapuram (IISER TVM)
Maruthamala PO
Vithura
Thiruvananthapuram – 695 551



GENERAL TERMS AND CONDITIONS TO THE VENDOR

1. **Location:**

The location of the proposed cafeterias/outlets is at the premises of the IISER TVM campus, Maruthamala P.O, Vithura, Thiruvananthapuram – 695 551.

Site Familiarization:

Before submitting the EoI, the Service Provider in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the service provider of his responsibility to carry out the service as sought in the Documents. The cost of visiting the site shall be borne by the Service Provider at his own responsibility and risk. A Service Provider shall be deemed to have full knowledge of the site whether he inspects it or not.

The decision on finalization of cafeterias will be taken based on the application and the requirements of the institute.

2. **Population in campus:** Including students and staff residing in the residential quarters, the total population in campus is around 2000 on normal days.

3. **Facilities to be extended by the Institute:**

- Electricity and water connection.

4. **Obligations of the service provider:**

- The service provider shall use the space only for the purpose it is ear-marked and shall not use any other space for any other purpose.
- The service provider is responsible for maintaining cleanliness in the area at all times. All waste generated should be collected in a proper dust bin and cleared by the Service Provider on daily basis.
- License Fee will be payable on monthly basis for running the cafeteria.
- The electricity and water charges are also payable on a monthly basis based on meter reading.
- Statutory license from LSGD or other authority should be obtained by the cafeteria keeper/service provider and statutory taxes if any, to be paid directly to the concerned authority, without any linkage with the license fee and Electricity Bill & Water charges of the institute.
- Necessary health card to be obtained for the workers'/staff s of the service provider from the local health authority without which, the service will not be commenced.

5. **Rights of IISER TVM:**

- IISER TVM reserves the right to accept or reject any application and to annul the shortlisting process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

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- IISER TVM reserves the right to conduct an additional competitive bid process within the shortlisted potential service providers.
 - IISER TVM reserves the right to restrict the shortlisting of firms/individuals to any number deemed suitable by it.
6. Shortlisting of the Service provider(s) shall be subject to thorough verification of their credentials, suitability of proposed services vis-a-vis requirements of IISER TVM and may include on-site inspection/visit of similar service being provided by them, through a committee constituted by IISER TVM. Even though an applicant may satisfy the requirements, their application may not be considered for the following reasons:
- The services being offered as mentioned in the application are not suitable to the requirement of the Institute as per the feedback of majority of user community.
 - Misleading or false representations or deliberately suppressed the information in the application.
7. Acceptance of application/ Expression of interest will be intimated to the successful service provider through a letter of intent (LOI) duly signed by the authorized signatory of the institution.

General Terms of the agreement for setting up / running a cafeteria/outlet @ IISER TVM Campus

1. The successful service provider shall be required to furnish security deposit of a minimum of Rs. 25,000/- or as decided by CEC, whichever is higher, in advance prior to execution of agreement.
2. The permission granted to the service provider shall not create any tenancy or proprietary rights or any other interest in the Institute premises, which shall continue to be in the exclusive ownership, control and possession of the Institute; but gives a mere license to use the said premises subject to what is stated herein.
3. **Commercial Establishment Committee (CEC)/Authorized committee:** The CEC is authorized to oversee the functioning of Cafeterias/Outlets/eateries and other commercial establishments in the campus. The CEC, constituted by the Institute, consists of authorized faculty and non-faculty members and decisions taken by the said committee for issues with regard to these cafeterias/outlets shall be final and binding on the service provider.
4. The CEC will be at liberty to inspect the cafeteria, materials brought/used by the service provider at any point of time and shall have the right to reject any sub-standard items or materials at the cost of the service provider.
5. The service provider shall not make any addition, variation or alteration in the said premises or any part without the permission in writing from CEC.
6. The service provider shall not remove any item supplied for them to outside from the premises either for the purpose of repair or other reasons without the permission from CEC.

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7. It is agreed that the service provider shall not assign or part with and/ or transfer his interest under the contract signed.
8. IISER TVM shall have full control over the said premises and every part thereof during the period of contract. IISER TVM shall act through CEC/officer duly authorized on its behalf in connection with the said contract or anything to be done there under.
9. IISER TVM being a green campus, the service provider shall ensure that there is no use of disposables. However, if it becomes absolutely necessary, prior permission of CEC shall be sought for using environment friendly disposables.
10. Institute will provide the cafeteria/ outlet space with minimum fittings & fixtures and required electric supply and water supply (as required) for the smooth running of the outlet and the service provider shall timely pay the electricity charges for the electricity and water consumed as per meter reading within a week from the date of receipt of the Electricity charges memo. No changes shall be made to electricity and water lines without prior approval by CEC.
11. **Duration of the agreement period:** The initial term of the agreement shall be for a period of maximum one year and extendable further based on the performance of the service provider and requirement of the Institute.
12. **Monthly payable by the service provider:** Following are the monthly payable to the Institute:
 - a) License Fee as fixed
 - b) Electricity charges as per meter reading
 - c) Water Charges as per meter reading
13. **License fee:** License Fee has to be paid on or before 5th of every month and a copy of the payment receipt be submitted to the Estate Office. Any change/revision in the license fee as decided by the Institute authorities will be binding on the service provider.
14. **Electricity and Water charges:** The electricity/water charges based on the actual consumption shall be paid within one week from the receipt of intimation from the Estate Office.
15. **Other statutory levies/tax/liabilities:** The statutory taxes, which may be imposed by the local panchayat and other administrative departments, shall be borne by the service provider. The service provider shall obtain all licenses, certificates, permits, registration exclusive for the operation of the business at this Institute from the Govt/local administration at his cost and shall keep them revalidated from time to time.
16. The service provider shall carry out the Cafeteria/Outlet operations at the place allotted to them by the Institute. The cafeteria space allocated shall not be used for any other purpose except for selling permitted products/services as approved by the Institute through its authorized person(s)/committee.

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17. Since the Institute Campus is a "NO SMOKING ZONE", the sale and use of tobacco is prohibited. The sale and use of Liquor (alcohol) is also strictly prohibited in the premises.
18. The service provider shall not sublet the contract to other firm/individual, which is a violation of the contractual agreement. In case of such violation, suitable action will be imposed on the service provider including removal of his service/ sublet service without any further notice.
19. Institute reserves the right to check on cleanliness and upkeep of premises. In case of any findings, suitable penalty shall be imposed.

Engagement of staffs at the cafeteria/outlet by the service provider:

1. The service provider and their employees shall be medically/physically fit and free from any contagious diseases. Medical Certificate/Health Card obtained from the local govt. health authorities to be submitted prior to the commencement of service at the outlet.
2. The person associated with preparation, supply and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/infection diseases and anybody found suffering from such has to be kept out of engagement till he/she is fully recovered.
3. Persons suffering from contagious or infectious disease shall not be employed or permitted to work & the institute reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Institute for medical examination of such employees, should be borne by the service provider.
4. Service Provider shall not employ child labor. Violation if any, on this, legal action would be taken.
5. The service provider will furnish the particulars of the personnel engaged by him/her for the purpose of assisting him/her for running the Cafeteria. Self-attested copies of Aadhar Card in respect of each employee are to be submitted by the service provider along with the health card as said above. A police verification report in respect of the service provider and all of his/her employees to be submitted within 15 days from the date of signing of agreement.
6. The employees of the service provider shall be in the employment of the service provider only and not of the Institute. The service provider shall be solely responsible for all acts of commission or omission of his/her employees. The service provider shall indemnify the institute for any loss or damage which the Institute may suffer due to any act of commission or omission by any of his employees. The service provider shall be responsible for the conduct and discipline of their personnel.
7. The engagement of staff by the service provider and running of cafeteria are to comply with the Act of Commercial Establishment and Labor Department of the State Government.
8. Rules of the Institute shall be abided by all personnel employed by the service provider. These may include physical checks while entering or exiting the campus and also for the mandatory requirement of carrying and displaying photo I-Card/passes provided by the Institute.

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9. The service provider will ensure that his employees do not remain in the institute premises beyond their normal working hours without specific approval of CEC. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and necessary action shall be imposed on the service provider.
10. IISER TVM shall not be a party to any dispute that arises between the service provider and his/her employees/agents/users.

Terms on Maintenance and day to day operation of Cafeteria/Outlet:

1. The service provider shall equip the cafeteria premises with the requisite furniture/fittings at his/her own cost. The infrastructural design/set-up of the designated Cafeteria must be approved by the CEC in advance before commencing any operation in the premises. The Service provider shall commence the operations only after the infrastructural design duly approved by CEC, has been implemented in the cafeteria.
2. The service provider shall ensure upkeep of furniture, utensils or equipment, fittings & fixtures in clean and hygienic condition to the satisfaction of the CEC. Housekeeping of allocated & its surrounding space will be the responsibility of the service provider.
3. The service provider shall from time to time carry out the necessary repairs and minor maintenance work of civil and electrical nature, whenever required, in consultation with the CEC. In the event of any breakage or loss and/or damage to the same arising out of negligent handling by the service provider or his/her employees, the service provider shall compensate or pay for such replacements or repairs, as decided by the CEC.
4. The service provider shall deliver/offer the approved items/services (As per rate list approved by CEC) within the stipulated timings mentioned as approved from time to time. The service provider shall strive to maintain the desired quality standards and ensure the smooth functioning of the cafeteria/service at all times.
5. The pricing of all items sold/services provided shall be as per the mutual consent of the service provider and CEC and the same must be recorded in writing. Modifications in the approved rates and pricing shall not be undertaken unless authorized in writing by the CEC. The Institute at its sole discretion reserves the right to regulate, limit or remove the items from the list sold by the service provider.
6. The Cafeteria shall remain functional preferably on all days of the week. The operational timings shall be finalized in consultation with CEC prior to commencement of services and execution of agreement.
7. The service provider or his authorized representative shall remain present in the cafeteria/outlet on all days of operation and duration of working hours. In case of absence, a suitable representative is to be made available who can effectively handle the outlet. In case the cafeteria has to be kept closed for a certain period, it has to be with prior permission of the CEC and an appropriate notice is also to be displayed at the outlet.
8. The Service provider has to ensure that the approved items/services are provisioned/rendered in accordance with the terms and conditions of the signed agreement. If for any reasons, the cafeteria is closed indefinitely by the service provider

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without the approval from the Institute authorities, IISER TVM may decide to levy a suitable fine for such violations/ lack of service along with the short closure of contract with immediate effect.

9. Service Provider has to maintain and display a 'Price Chart' having details of all the pre-decided prices of services/ items approved by the CEC. The boards such as "maintain social distancing, Queue and other relevant boards "etc. may also be displayed at appropriate places.
10. All items sold/services rendered by the service provider as per the approved rate list shall be purchased/provisioned by the service provider at their own cost. All the items/ raw materials purchased for the Cafeteria will have to conform to the standards, prescribed under the government act(s) as applicable and as far as possible shall have the appropriate standards/branded bearing the mark such as AGMARK/ISI/FSSAI/others as applicable. It will be the responsibility of the service provider to store the stock of materials/equipment purchased by him in a neat, tidy and hygienic manner.
11. All items /ingredients/raw material/spareparts/tools/accessories/machinery used by the Service provider will have to be of known standards/brands, as per specifications agreed by CEC of the Institute from time to time.
12. The service provider has to supply, deliver and serve the food/snacks as per the order from the Institute authorities in connection with the seminar/conference/meeting etc. from time to time. The staff deployed for serving the food/snacks should be pleasing and wear mask, gloves, apron, chef caps etc.
13. Food items after date of expiry should not be retained in the cafeteria.
14. The service provider shall ensure regular upkeep of the inside cafeteria area/ surrounding area and maintenance of cleanliness at all times in and around the Cafeteria such as placing adequate number of color coded dustbins (with lid), as per the practice in the Institute, and ensure proper maintenance. Failure to do so may incur a fine.
15. The service provider is expected to adhere best practices in waste management and follow directives given by the Institute from time to time. The service provider shall be responsible for segregating waste material and appropriate disposal of garbage generated due to the activities of the Cafeteria. Any registered complaint of unhygienic practices (such as uncleanliness, flies, insects and waste material in and around the cafeteria, or outside courtyard area, personal hygiene of Cafeteria staff etc.) would invite a fine.
16. The service provider shall adopt proper safety precautions for the use of facilities/services provided in running the Cafeteria at the premises. The service provider shall ensure preparedness against an outbreak of fire in the Cafeteria premises and will be held responsible in case of such an incident occurring due to negligence on his part.
17. The service provider shall not become a cause of nuisance or annoyance in any way either to the Institute or to other occupants/residents of the buildings in the campus. It is agreed that the decision of the Institute on the service provider in case of nuisance or

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annoyance shall be final and conclusive and the service provider shall not question or challenge the said decision of the Institute.

18. The service provider shall maintain a feedback/complaint register to enable users to make entries on his/her services.
19. The service provider shall extend all types of digital payment to customers for making payment.

Penalties for violation of rules, terms and conditions of the Contract:

As and when CEC proposes a fine, they will inform the representative of the Service provider and the fine will be imposed by the Institute on the recommendation of the CEC. The Service provider shall be fined for not adhering to the agreed terms as per the following rules:

1. Unavailability of complaint register at the counter or discouraging students/visitors from registering complaints would lead to a fine of **Rs. 500/-** on the Service provider.
2. Failure to generate a bill through the electronic cash register for any transaction shall lead to a fine to be decided by the CEC (not less than **Rs. 500/-**) in consideration of the situation.
3. Any kind of tampering with billing machine/malpractice in revenue sharing may lead to hefty fine or/and cancellation of the contract and forfeiture of the security deposit.
4. Each instance of unprofessional behavior (lack of personal hygiene of staff, misbehavior by workers etc. as determined by the CEC etc.) will lead to minimum fine of **Rs. 500/-** on Service provider.
5. For any rules stated in the Contract,
 - (a) First violation of the rule implies fine as per the rule.
 - (b) Second and subsequent violations of the same rule within 07 days of previous fine will result in an additional fine being 1.5 times higher than the initial amount of fine on the Service provider.
 - (c) If the above rules are violated 10 times (taken as a total violation of rules during the contract period) the CEC may recommend disqualification of the Service provider and the contract may be terminated. IISER TVM reserves the right to terminate the contract at any time at its sole discretion, considering the frequency and seriousness of the violations.
6. Using of brands/items, which are not mutually agreed, without prior permission and/ or adulteration shall invoke a hefty fine (**not less than Rs. 2000/-**) decided by the CEC based on the seriousness of the offense.
7. Hygiene failure shall be viewed very seriously, the case would be assessed by the CEC and appropriate fine would be imposed. In case of gross failure/ negligence, a severe penalty will be imposed as decided by the CEC.
8. Any failure/delay in remitting the monthly license fee/Electricity & water supply charges by the due date would attract penalty as decided by the CEC.
9. Violating any of the clauses mentioned in the contract would invite a fine which will be finalized by the CEC based on the seriousness of the violation.

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Notice Period and Termination of the Contract:

1. Notice Period/Termination of the Contract: The contract may be terminated in any of the following contingencies:-
 - On the expiry of the contract period, without any notice
 - On giving 30 days' notice at any time during the services, in case the services rendered by the Contractor are not found satisfactory and not in conformity with the general norms and the standard prescribed for the services;
 - Indulging in any political activities inside the campus against the interest of the Institute
 - On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice
2. The service provider shall remove himself/herself from the said premises with all belongings and leave it entirely vacant within a month of the date of notice of revocation or termination of the contract. In case the service provider is desirous of terminating the contract before expiry of the period agreed, he/she shall provide 2 months' notice in writing to the Institute. The termination of the contract shall not release either party of its obligation to pay any sums then owing to the other party and also perform or discharge any liability that had been incurred prior thereto.
3. IISER TVM shall have the right to deduct any amount out of the above deposit which the service provider may become liable to pay owing to this contract and shall refund the balance money to the service provider on the termination of contract.
4. On the expiry of the contract, the service provider shall hand over the possession of the allotted cafeteria and other space together with fixtures and articles therein, in good condition to IISER TVM and also shall inform the state government statutory authorities towards expiry and discontinuation of the contract.

Insolvency, Force Majeure and Applicable Law:

1. In the event of the service provider being involved in any litigation or dispute arising out of any act or omission or violation/ breach of any statutory law/ rule or direction/ notification issued by the statutory authorities, it is agreed that the service provider shall indemnify against all losses, claims, damages and costs incurred towards such litigation/ dispute.
2. IISER TVM shall have no liability in any case to compensate the service provider due to natural calamities or for the reasons beyond the control of the Institute.
3. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable

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after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

4. In case of Death/Insanity/Insolvency or any kind of condition where the service provider puts himself/herself where he is not able to run the business, his legal heirs or authorized person may operate/provide the contracted services till the expiry of the original contracted period at the sole discretion of the Institute.
5. The contract shall be governed by the laws and procedures established by govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing.
6. Dispute, if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvananthapuram.
7. If any disputes and differences cannot be settled and resolved by discussions and negotiation, then the same shall be referred to the sole Arbitrator appointed by the Competent authority of the Institute whose decision shall be final and binding on both the parties.
8. Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Thiruvananthapuram. The decision of the Arbitrator shall be final and binding on both the parties.

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ANNEXURE I**PROFORMA FOR APPLICATION**

1.	Name of the Vendor/Agency/Firm/Individual	
2.	Type of Cafeteria/Outlet/Service that you applied for	
3	Are you an Authorized Distributor / Franchise / Supplier of Specific brand/ service. If yes, attach certificate	
4	Type of Organization (Limited / LLP / Partnership / Sole Propriety ship)	
5	Name of Proprietor / Partners / Designated Partners/ Directors of the Organization	
6	Name, Email id and mobile number of the key contact persons	
7	Month and year of Establishment	
8	Complete Registered Address	
9	Details of Registration	
10	GST No. (If applicable)	
11	PAN	
12	Details of Affiliation (FSSAI/ISO/LSGD/Other Appropriate Statutory Affiliation)	
13	Are you already running an outlet/cafeteria inside the campus, if yes, please provide the details	
14	Are you running / providing similar outlets/service somewhere else?. If yes, please furnish the details	
15	Do you have any close/distance relative working in IISER TVM, if yes, please specify the details of the same	



16	Have you gone through the terms of NIT and conditions of contract and abide by the same?	
17	Any other information that you wish to add, if yes, please furnish the same	
18	<p>Details of enclosures:</p> <p>a) Registration Details</p> <p>b) Authorization certificate (applicable in case of Franchise / Outlet of Branded product / service)</p> <p>c) Statutory Registration certificate/License (FSSAI/LSGD/GST/PAN/ Others etc..)</p> <p>d) Experience details with supporting documents</p> <p>e) Product/Service Catalogue / Details (If applicable)</p> <p>f) Any other document as required under other provisions of this EOI document and not mentioned herein above</p>	

I/We hereby submit the proposal for running a cafeteria / outlet / providing service at IISER TVM. I/We undertake to agree to all terms and conditions of the NIEOI and the contract. It is certified that our firm fulfils the eligibility criteria mentioned by the Institute in EOI. Supporting documents of all the above information are also enclosed herewith.

Date:

Signature of the Vendor/ agency/ firm/ individual with stamp/ seal



ANNEXURE II

Format for submission of Quotation

Quotation Number:

Dated:

S.No	Name of the Product / Service **	Amount
1	Details of the Product / Service may be affixed along with the proposed rate of sale	

Signature of the Vendor with stamp/ seal

**** Product brochure/flyers/Menu card/Price list etc can be attached.**

