



कलाक्षेत्र प्रतिष्ठान

KALAKSHETRA FOUNDATION

THIRUVANMIYUR, CHENNAI- 600 041 PH- 044- 24524057 / 0836

NOTICE INVITING TENDER

ENQ.NO-007/2023-2024/EM Dt-11.08.2023

**TENDER DOCUMENT FOR
RUNNING CANTEEN/CAFETERIA/KIOSKS
/TRUCK SHOP AT
KALAKSHETRA FOUNDATION**

KALAKSHETRA FOUNDATION

THIRUVANMIYUR

CHENNAI – 600041

PH- 044 – 24524057 / 0836

E-Mail: tender@kalakshetra.in

Website: www.kalakshetra.in



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Kalakshetra Foundation, an Autonomous Body under the Ministry of Culture, Govt. of India, invites sealed tenders, in the enclosed format for License of Space for Operation and Maintenance (O&M) for “RUNNING CANTEEN /CAFETERIA /KIOSKS /TRUCK SHOP” AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41 from branded, reputed, experienced and quality Cafeteria Services/ Restaurants/ Food Ventures/ individuals/ Canteen Services etc. agencies / contractors having similar type of operations in educational Institutes.

The sealed tenders along with proof of registration certificate, GST.No, PAN NO, should reach the Director, Kalakshetra Foundation, Thiruvanmiyur, Chennai- 41, on or before **19/09/2023** up to **1.00 p.m.** by post or by hand delivery and same will be opened on the same day **at 3.00 pm** in the presence of the tenderer or his/ her representatives if they chose to attend. Late/delayed tenders received, due to any reason whatsoever will not be accepted under any circumstances.

In case bidders need any clarification/assistance, they may contact Estate Manager on any working day during the office hours at 044- 24524057/ 0836.



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1.	Name of the work	License of Space for Operation and Maintenance (O&M) for "RUNNING CANTEEN / CAFETERIA / KIOSKS/TRUCK SHOP" AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.
2.	NIT No	ENQ.NO-07/2023-2024/EM Dt-11.08.2023
3.	Tender documents	The tender documents are to be downloaded either from the Foundation's website at www.kalakshetra.in or www.eprocure.gov.in from 30.08.2023, 10 AM onwards. If there is any difficulty in downloading the documents, same can be collected from the Foundation's Office free of cost on any working day between 10 AM to 5 PM till 17.09.2023, 5 PM.
4.	Pre-bid meeting if required	15.09.2023 at 3 PM (the meeting will be held only if required). Queries if any should be sent in advance by email at tender@kalakshetra.in so that the Foundation is ready with clarifications
5.	Last date and time for receipt of completed Tenders	19.09.2023 up to 01.00PM
6.	Date and Time of Opening	19.09.2023 at 03.00PM
7.	Amount of Earnest Money Deposit (EMD)	Rs.15000/- (Rupees fifteen thousand only)

Kalakshetra reserves the right to accept or reject, wholly or partly, any or all the applications without assigning any reason whatsoever. Kalakshetra's decision in this regard will be final and binding on all applicants.

This issues with the approval of the Competent Authority.

For KALAKSHETRA FOUNDATION



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(I) INSTRUCTIONS TO THE TENDER:-

1. The intending bidder must read the terms and conditions carefully. He/she should only submit a bid if he/she considers himself/herself eligible and he/she is in possession of all the documents required.
2. The sealed envelope must be super scribed "License of Space for Operation and Maintenance (O&M) for "RUNNING CANTEEN /CAFETERIA /KIOSKS /TRUCK SHOP" AT KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41. with tender inquiry number and its due date.
3. The tender document should be filled in English and all entries should be typewritten or handwritten, clearly and legibly, but there should not be any overwriting or scoring off. Corrections, if any, shall be made by neatly crossing out, initialling, dating and rewriting.
4. The price/rate quoted should be indicated in words as well as in figures. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the tenderer does not accept the correction of the errors, the bid shall be rejected.
5. All pages provided in the tender document shall be numbered and submitted as a package along with forwarding letter on agency's/firm's letter head with signed and sealed before their submission.
6. Rates should be quoted as shown in format schedule and all applicable taxes and duties levied by government should be clearly mentioned by tenderer separately.
7. Tenders qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
8. The instructions given herein will be strictly binding on the tenderers and deviation, if any, is not acceptable to the Kalakshetra Foundation and will make the tender or tenders liable to be considered invalid. Tender(s) incorporating additional conditions by the tenderer(s) are liable for rejection.



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9. At any time, prior to the date of submission of bids, Kalakshetra Foundation for any reason, whether at its own initiative or in response to clarification(s) sought by prospective bidders, may issue clarifications by amending the bid documents. All such amendments shall be notified and intimated by e-mail to all the tenderers. All such amendments have to be considered as mandatory constituent part of the tender document.

10. The tenderers shall fill up the (Part I) in prescribed format and submit the same duly signed on all pages and sealed as a token of their acceptance. Incomplete tenders i.e. "Part-I" without all the supporting documents, EMD and duly filled in, copy of valid trade license, copy of contract registration, Copy of GST registration & PAN.NO certificate, Address proof of the firm signed and stamped with official seal in all the pages will be rejected straightway without any reference to the tenderers.

11. The tenderers shall quote their rate in firm & fixed price basis mentioned in the schedule of quantities (Financial Bid) and submit the same duly signed and sealed. Overwriting in the Financial Bid is not permitted and shall be rejected straightway without any further reference.

12. Conditional tenders shall not be accepted.

13. Tenders submitted via electronic transmission or through e-mail shall not be accepted.

14. In case the last date of receipt/opening of tender is declared as a holiday, the tenders shall be opened on the next full working day. Any corrigendum to this tender will be notified through the aforesaid websites only.

15. The authorities of Kalakshetra Foundation do not bind themselves to accept mere lowest tender and reserves the right to reject or accept any or all tenders wholly or partially without assigning any reason whatsoever.

16. The bids shall be valid for a period of 45 days from the date of opening of the tender.

17. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.



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18. Tender is not transferable. One tenderer shall submit only one tender.

19. Person signing the tender on behalf of the Tenderer must clearly, specify whether he/she is signing as Sole Proprietor, Authorized person, Partner, under Power of Attorney or as Director/ Manager/Secretary etc., as the case may be. Certified copy of Letter of Authority/Board Resolution/ Partnership Resolution/Power of Attorney must be enclosed with a declaration that the Letter/Resolution/Power is still in force and has not been revoked.

20. In case the tenderer fails to submit any of the required documents as per tender document or is found unsuitable to execute the tendered job, they shall not be considered and shall be rejected straight away without any further reference.

21. The Licensee shall not transfer wholly or partially, directly or indirectly, the order of work to any other person(s) / firm / company for any reason whatsoever and in which case, the order shall automatically stand cancelled.

22. Tender document submitted by the participants should be concise and contain only relevant information as required under this tender.

23. The participant would be responsible for all of its expenses, costs and risks incurred towards preparation of the tender document, attending any pre-bid meeting and visiting the site or any other location in connection therewith. Kalakshetra Foundation shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the tender process.

24. The successful Bidder shall enter into a formal agreement with Kalakshetra on the terms and conditions specified in the Tender Documents.

(II) ELIGIBILITY CONDITIONS

1. The applicant shall be an individual/firm/agency of sound financial status.



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2. The bidder should have minimum three (3) years of experience in running a Canteen in a Government organization/ University /PSU or reputed institution/firm widely known in the market. [Documentary evidence in this regard should be enclosed].
3. Performance certificate or recommendations from at least two reputed organizations/educational institutions where they have been providing similar services.
4. Last three years (i.e. 2020-21, 2021-22 & 2022-23) balance sheets certified by a Chartered Accountant with minimum turnover of Rs.5.00 Lakh in each year in catering services is to be enclosed.
5. Bidder should possess following statutory requirements; [enclose proofs]
Self-attested copy of PAN Registration, Firm Registration, Labour License, GST Registration, Food License, EPF Registration, ESI Registration, List of Present Clientele with contact address & telephone numbers.
6. Any other details, the contractors want to submit in support of their suitability.
7. **Note:** The bidders must submit all relevant documentary evidence to demonstrate their eligibility for considering their bid. The tenders received without the above documents will be rejected.
8. Bidder should not be Black listed/Debarred by any Institute / establishment or Agency.
9. Interested Bidders should be registered with Food Safety and Standards Authority of India (FSSAI). Copy of the latest valid Certificate to be attached.
10. The tenderers must have his/its office /branch located in Chennai, Address Proof for the office / branch is to be submitted with the tender documents.
11. No bidder is entitled to withdraw his or her offer after submission. In case of such withdrawal, the EMD deposited along with the tender schedule shall stand forfeited.



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(III) EVALUATION PROCEDURE:

1. The sealed Tenders will be opened as per the schedule by the Director, Kalakshetra or her authorized representative in the presence of the bidders or their authorized representative who may be present at that time.
2. The tenders will be evaluated so as to ascertain the capability of the bidders to provide the material within the period mentioned above and also to assess whether the bidder satisfies the eligibility criteria as detailed.
3. The rejection of the bidder on technical grounds will be based on the failure to meet eligibility requirements.
4. Kalakshetra shall not entertain any claims or disputes from any unsuccessful bidders in respect of selection process and/or non-award of Contract. No further correspondence will be entertained regarding the disqualification.
5. The Director, Kalakshetra, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Director, Kalakshetra, also reserves the right to cancel the selection process for award of the contract at any time. The decision of the Director, KF, is final and binding.
6. The Bidder who has quoted the highest rate for the entire scope of work as mentioned in the tender document shall be considered as the highest bidder (H1).
7. **EMD:** Tender should be submitted in sealed cover along with the Earnest Money of Rs.15000/- (Rupees fifteen thousand only). The EMD is to be furnished in the form of Account Payee Demand Draft/ Fixed Deposit Receipt /Banker's cheque/BG from any of the Schedule bank/ Nationalised Bank drawn in favour of KALAKSHETRA FOUNDATION payable at Chennai. In case of entities exempted from EMD, certificate may be furnished. EMD in any other form will not be accepted as valid EMD.
8. EMD submitted by other bidders will be returned within 15 days after the award of contract. No interest will be paid on the Earnest Money deposited with the Kalakshetra Foundation.



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Earnest Money deposit in respect of the successful tenderer will be refunded on submission of performance guarantee or will be adjusted towards performance guarantee on submission of difference of amount. If the successful tenderer fails to execute the order strictly as per the terms and conditions of the tender, EMD shall be forfeited forthwith after cancellation of the concerned contract.

9. **SECURITY DEPOSIT:** Within two days of receipt of the Letter of Acceptance, the successful Bidder shall submit Performance Security @ 5% (five) of the total tender value.(License fee per month X 12 months =Tender value)

(IV) SCOPE OF WORK:-

1. The Institute requires canteen contractor(s) to provide on a license basis the canteen services at Kalakshetra Foundation, Chennai-41 to cater to the needs of the students, staff, faculties, beneficiaries and visitors attending the Institute. The canteen services are also required to be extended during the examinations, seminars, workshop, farewell, festivals, annual events, programmes and orientation courses etc.

2. The Licensee/Contractor shall provide entire Kitchen & Cafeteria services by designing, developing and installing fully equipped modern kitchen and canteen; procuring raw material, cooking and serving of all meals- Breakfast, Lunch, Dinner, Snacks including Beverages etc. as per the details mentioned in the tender documents.

3. The menu should be fixed as approved by the Director, KF or committee constituted by KF from time to time.

4. To supply Tea/Coffee/Cool Drinks/Lunch/Sweets/Fruits/Snacks etc.

5. This particular tender is for providing cafeteria services at KF premises by installing a kiosk by temporary setup at open ground/space near Old Central Office area by designing, developing and installing fully equipped modern kitchen; procuring raw material, cooking and serving of all Meals - Breakfast, Lunch, Dinner, Snacks, Beverage etc., for employees of KF, Faculties, Officers, Employees, Students, Contractual Staff and Visitors etc., providing state-of-the-art sales and serving counters.



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6. Licensee should also provide adequate modern furniture (Granite topped Tables, Chairs, etc.) in serving area at canteen. Licensee should also make available Tea & Coffee Vending machines of reputed brands like Kumbakonam, Georgia, Nescafe, CCD etc. The Licensee shall also supply packed food, as per the menu approved by KF, as and when required.

7. In case of requirement of providing Kiosks at additional locations within the campus for staff/ visitors in future, Kalakshetra may handover the additional space for establishing of cafeteria/kiosks on the same Terms & Conditions. Licensee should be able to provide services in such additional areas/locations. However, KF reserves the right to offer additional kiosks/canteens locations to new/other Licensee/contractor too.

8. The Licensee has to provide adequate man power for each activity for the functioning of the canteen. i.e. for preparation, cooking, serving of cooked meals, washing of utensils, store management, pest control, cleaning and maintenance of the Kitchen and Dining premises.

9. The Licensee has to deploy his own trained kitchen staff to run the Kitchen including skilled chefs, operators for preparation and cooking, serving and collection of dirty dishes for cleaning and supervisory personnel for supervision and coordination of overall kitchen work and timely serving of good quality meal/s. The Licensee shall be responsible for taking all measures to safeguard (all the staff employed by the Licensee) from all the likely health hazards.

10. The staff deployed by the Licensee shall wear ID card, hand gloves, head cap, uniforms/ aprons at the time of processing for maintaining good hygienic condition. The Licensee shall ensure that the Uniforms worn by the staff are washed well and clean. Licensee shall obtain the approval of Kalakshetra for the design of Staff's Uniform.

11. The complete responsibility lies with the Licensee for providing of good quality food grains like Rice, Dal (Various type), Rajma, Gram, Atta etc., fresh green vegetables and any other food item required for preparation and cooking.

12. The Kalakshetra shall be entitled to inspect and check at any time all the materials and can reject the raw material of poor quality brought by the Licensee for cooking, if found, during surprise visits.



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13. The Licensee shall also be responsible for regular quality check of the raw material being received and the cooked food. Kalakshetra authorities are entitled to check the quality of food time to time and take appropriate action if found unsuitable.

14. The Licensee shall maintain best hygienic condition in preparation, cooking, washing, cleaning, storing, serving and distribution of food.

15. The Licensee should take appropriate protective arrangement against Rat, insects [Cockroach] etc. in the Kitchen, Dining and storage area and carry out pest control measures at regular intervals.

16. The Licensee has to provide preventive as well as breakdown maintenance of kitchen equipment's and accessories.

17. The Kitchen set-up must meet the washing/ waste disposal norms of local authority applicable to Kitchen purpose.

18. **Medical examination of staff:** The Licensee shall employ only those persons for the above-mentioned work who are found to be medically fit and comply with any guidelines/directions issued by Local Authorities and/or Health Department. The Licensee shall not employ any staff with infectious or communicable infection. Kalakshetra reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred on medical examination of such Employees, shall be borne and paid by the Licensee.

19. The Licensee shall ensure that all employees are vaccinated for Hepatitis - B. A certificate by an appropriate hospital or Doctor shall be submitted to authenticate the same. Regular de worming of all the staff should be done every six months. The Licensee shall not employ any person with any communicable infection.

20. The approval of Kalakshetra shall be obtained before changing the quality/brands of raw materials.

21. **Cleanliness:** It shall be the responsibility of the Licensee to employ adequate number of cleaners and sweepers and provide them with adequate and necessary equipment's/ materials for keeping the kitchen and dining area scrupulously neat and clean and in a sanitary condition



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to the satisfaction of the Kalakshetra. Anti-rodent and pest control measures will also be strictly followed and it will be the responsibility of the Licensee to ensure that premises are free of these. In case, of any failure or inadequacy of the pest control measures being taken by the Licensee, Kalakshetra at its option may instruct additional measures to be taken and costs of the same shall be recovered/deducted from the Licensee's Account.

22. Use of Plastic Material in the campus by the Licensee is strictly prohibited. Licensee has to ensure that for parcels (plates, Spoons & Covers), Biodegradable products/any other alternatives have to be used instead of plastic material. Licensee shall endeavor to use Organic and natural cutleries for service in the dining area and for take aways.

23. The Licensee shall be solely responsible for segregation and disposal all solid and wet waste including food waste in timely manner outside the Foundation's campus, using his own arrangements and will bear the Cost for such disposal of the waste.

24. Use of Single Use Plastic has been banned by the Govt. of India and Licensee shall not use single use plastics. The Licensee shall comply with all existing rules in using plastic and other materials for preparation and serving of the food, if any modifications in these rules are notified by Govt. of India the Licensee shall comply with them.

25. The Kalakshetra has an approximate strength of 1100 including Students, Faculty & different categories of Staff as on date.

26. The Licensee may also be asked to provide catering services for several events organized by Kalakshetra from time to time within the campus.

27. The Licensee shall ensure that the canteen and catering personnel shall not take any alcohol or intoxicants or be found in an inebriated state or smoking during the duty hours. The Licensee shall ensure that no intoxicants are brought into the campus or served/sold in the Canteen, any violation will result in immediate termination of the Licence.

28. The Licensee shall have to arrange for all cooking equipment and cooking appliances/utensils, crockery services, table linen and other necessary equipment's etc. Kalakshetra will not provide any of these.



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29. The Licensee has to supply/provide the items at the rates as finalized by Kalakshetra. The Licensee will quote for the maximum License fee for the Canteen in the Financial Bid (Part-II) on the basis of which H-1 bidder will be selected for running the Canteen. The Licensee may inspect the place identified for locating the Canteen before quoting the License fee.

30. Contract will be initially for a period of one Year and extendable on Yearly basis based on performance and on mutually agreed Terms & Conditions.

31. The Licensee shall not construct or make any structural alterations inside the licensed premises. The Licensee shall be only a permissive user of the area allocated for the canteen and shall not claim any right of exclusive possession of the allocated area.

32. The rates quoted by the Licensee will be applicable for One year from the start of operations. Any revision of the Rates may be done only with the approval of Kalakshetra and such revision may be considered by Kalakshetra, only if there is an unprecedented increase in the cost of any input/raw materials, based on the request from the Licensee with all necessary documentary proofs.

33. The maximum price of packaged food items must be Maximum Retail Price (MRP) specified on the food package. Necessary concession of bulk purchase by the Licensee, shall be extended to the customers.

34. Kalakshetra shall provide the following on chargeable basis:

- a. Open space about 300 sft. for running canteen/cafeteria/kiosks/truck shop.
- b. Water, if available, for washing and cleaning at prevailing rates on the basis of metered consumption. In case of water shortage in the campus, the Licensee shall make own arrangements for supply of water as per the approved standard, by him/herself without any additional cost on items.
- c. Electricity for the exclusive purpose of running the canteen. Prevailing rates chargeable to commercial establishments by TNEB, as decided by Kalakshetra. Separate sub-meter has to be provided by Licensee.
- d. Every effort must be exercised by the Licensee to minimize the use of electricity and water. Kalakshetra will not take responsibility for the continuous availability or quality of water or electricity.



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35. Licensee shall provide Treated RO drinking water (Hot, Cold and Normal) at his/her own cost at the service/dining area of the canteen.

36. Food should be served and maintained warm or cold as appropriate as per the food safety standard, at all times.

37. Once contract is awarded, valid food safety certificate (FSSI) as per government regulations, all the other required licenses from local and health authorities shall be obtained by the Licensee directly and copies of the same shall be submitted to the admin section of Kalakshetra and same shall be exhibited in the Canteen Dining area.

38. All possible measures must be taken to ensure hygiene in the kitchen, washrooms and toilets. These include the provision of ample Liquid soap (of good quality) for hand wash at basins and clean towels to wipe hands. Toilets shall be clean and kept dry and always provided with soap/napkin etc as per the sanitation/health standards and as advised by the Kalakshetra.

39. Food poisoning cases if any reported or observed will be very seriously dealt with. If any sort of food poisoning, either minor or major, is reported/observed for any of the diners, the complete responsibility shall be with the Licensee including treatment required and all compensation as decided by Kalakshetra. The Licensee shall take immediate steps for the medical aid/treatment for the affected diners, fully at their own cost. Such Incidents shall be reported immediately to Kalakshetra. In case of any such incident, the Kalakshetra shall be entitled to direct closure of the Canteen, including termination of the contract, forfeiting the security deposit and penalty as decided by the Director, Kalakshetra.

40. All items listed in the menu (other than branded and packed items which are approved by the Director, Kalakshetra) shall be prepared by the Licensee in the kitchen within the Campus and shall be served to the customers. Licensee shall not take out the food cooked in the Kitchen in Kalakshetra for being served at any place outside the campus. Cooked food from outside other than approved branded and packed shall be served, if essential, only with prior written permission of the Director, Kalakshetra.

41. The Licensee shall be responsible for the proper conduct and behavior of the employees engaged by him. If any inappropriate behavior of the Licensee's staff is reported or observed,



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appropriate punitive actions will be taken against the Licensee including termination. Licensee would be liable for their misbehavior, misconduct or any other act of disobedience. Kalakshetra also reserves the right to direct the Licensee to remove and replace any of the staff engaged by him/her to ensure quality service and the Licensee shall have to replace such staff immediately, in any event within a day from the date of such communication.

42. Smoking, consumption/distribution of alcohol, use of pan and gutka or any other banned or restricted substances by the Licensee or his employees is strictly prohibited. Sale of any banned items or intoxicants in the campus are totally prohibited.

43. No employee /staff of the Licensee shall stay overnight in the Kalakshetra campus or beyond reasonable hours after closing or opening time of the Canteen except for authorized security persons.

44. Utmost care has to be taken to keep the safety of all the customers (faculty, staff and students) and persons and equipment/items in the location and premises, and the complete responsibility of it is vested only with the Licensee.

45. The Licensee shall maintain a register with name, age and address of all his/her employees working in the canteen. The Licensee must report any changes in the list of employees immediately to the Kalakshetra. Licensee shall arrange to obtain security pass for all his employees from the Security Section of Kalakshetra, giving due undertaking for their character and antecedents. Also copy of ID (with photo) proof (Aadhar, driving license, election ID, School Certificate, bank pass book front page, passport etc.) of each employees working in the canteen/kiosk should be kept with the register and same should be intimated to Kalakshetra from time to time.

46. The Licensee shall not assign, sublet, sub-license or part with the possession of the licensed premises and properties of the Kalakshetra therein or any part thereof under any circumstances.

47. Kalakshetra shall monitor the Licensee's performance and all recommendations/decisions of the Kalakshetra should be strictly complied with. Any non-



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compliance with menu and/or serving of unhygienic food shall result in immediate monetary fine/termination of contract.

48. The Licensee shall have to pay the Licensee fee for the licensed premises including charge of Electricity and Water as decided by the Kalakshetra.

49. The Licensee shall make all standard seating arrangements at own cost if required.

50. The Licensee will arrange all crockeries /utensils, Gas connection, oven, Microwave, Fridge, Mixer grinder, dustbins or any other gadgets/ equipment for the purpose of making and serving food items.

51. Only vegetarian food is allowed to be served in the campus/canteen. Non-vegetarian food should neither be cooked in the campus nor brought from outside.

52. The space allotted should be used only for the purpose for which allotment has been made.

53. The Licensee shall pay to Kalakshetra the Cafeteria Space utilization charges in advance at the time of award of the contract and regularly before 10th day of month after that.

54. Kalakshetra shall indicate the opening and closing timings of the cafeteria, which shall be adhered to by the Licensee. Kalakshetra shall be entitled to alter the timings from time to time.

(V) GENERAL TERMS AND CONDITIONS:-

1. The Licensee shall start work immediately from the date of award of work. The duplicate copy of the award letter duly signed with official stamp on all the pages to be submitted as a token of acceptance of the order.

2. The Licensee shall also arrange for proper storage of the accessories at site and will be responsible for their watch ward.

3. Licensee shall take all precautions not to damage the Kalakshetra property. If any damage



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is caused to any structure, trees etc. the same shall be made good by the Licensee at his cost to the satisfaction of Kalakshetra.

4. Some restrictions may be imposed by the security staff etc., on the working and for movement of labour, materials etc. The Licensee shall comply with all such restrictions/instructions. and shall not be entitled to make any claim on account of compliance with such restrictions/directions.

5. The Licensee shall take all precautions to avoid any accident by exhibiting necessary caution boards and by providing barriers, as required within the Canteen area. The Licensee shall be responsible for any accident at the Canteen and consequences thereof.

6. It shall be deemed that the Licensee shall satisfied himself as to the nature and location of the Canteen, transport facilities, availability of land for setting up of canteen etc. Kalakshetra will bear no responsibility for lack of such knowledge and the consequences thereof.

7. The Licensee shall ensure compliance with all labour regulations applicable to his staff including compliance with Provident Fund, ESI, Workmen's Compensation, etc., as applicable to the Licensee. Kalakshetra shall not be responsible for any financial loss or any injury to any of the staff employed by the Licensee in the course of their performing the functions/duties, or for payment towards any compensation.

8. Normal code of ethics and discipline has to be followed by the Licensee's labour while working at site.

9. Normal Opening hours of the Canteen shall be from 06.45 hrs to 19.30 hrs on every working day of Kalakshetra. On Sundays and other Holidays, the Canteen shall be kept open from 08.00hrs to 18.00hrs. However, during Festivals, special programmes and other special occasions the Opening Hours may be extended up to 21.30 hrs., based on instructions from Kalakshetra.

10. The Licensee shall pay the minimum wages as prescribed by the Ministry of Labour, Govt. of India., to the persons engaged by him. Compliance with regard to payment of minimum wages as mentioned above shall be the sole responsibility of the Licensee and any violation or non-



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compliance shall be viewed very seriously, resulting in penal action as well as termination of the contract, depending on the seriousness of the violation.

11. **ARBITRATION:** - In the event of any dispute arising out of or in connection with this Tender/contract, whether during the subsistence of the contract or thereafter, the dispute shall be referred to a Sole Arbitrator to be nominated by the Director, KALAKSHETRA FOUNDATION for arbitration whose decision shall be final and binding on the parties. The proceedings before the Arbitrator would be governed by the provision of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chennai.

12. **JURISDICTION:** The courts of Chennai will have exclusive jurisdiction for any issue/ dispute arising out of or in connection with the contract including relating to the arbitration proceedings.

(VI) TERMINATION OF CONTRACT :-

1. During the course of the contract, if the service rendered by the Licensee is not satisfactory to the Kalakshetra, the License may be terminated at the discretion of the Kalakshetra even before the expiry of License period. Kalakshetra may engage some individual or through some other agency/person of its choice to proceed with the License further.

2. In case of any default by the Licensee in payment of the License fee or any other amount to Kalakshetra, and if default continues for a period of fifteen (15) days after Kalakshetra notifying the Licensee by written notice to pay, Kalakshetra shall be entitled to , terminate the License.

3. Upon receipt of notice of termination, the Licensor shall forthwith vacate Kalakshetra's premises by handing over vacant possession of the premises, installations and equipment to Kalakshetra's authorized representative in good working order and condition. On expiry of 15 days, the permission given to Licensee and /or his staff to enter Kalakshetra's campus shall stand withdrawn and they will not be allowed to enter the campus.

4. The agreement/work order herein may be terminated at any time by either party by giving a written notice of 30 days to the other party.



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(VII) GENERAL TERMS OF PAYMENT: -

1. The rate quoted should be firm & fixed price basis for a period of One year.
2. Licensee shall be responsible for payment of license fee, electricity, water, maintenance charges and other applicable statutory levies and taxes related to the Canteen. In case of default, legal action may be initiated by Kalakshetra.
3. Licensee should provide digital payment facility (Credit Card, Debit Card, Paytm, e-wallet, UPI etc.) without any extra charge.
4. Licensee shall pay the License fee together with allied charges (Electricity and water charges) every month in advance on or before 10th of every month after allotment. The subsequent installments of License fee is also to be deposited in advance.
5. The Security Deposit deposited by the Licensee will not bear any interest of whatsoever. The Security Deposit is to be furnished in the form of Account Payee Demand Draft/ Fixed Deposit Receipt /Banker's cheque, Bank Guarantee from any of the Nationalized Banks or from any one of the scheduled banks valid for a period of 12 months.
6. After successful completion of the contract, the Performance Security Deposit will be refunded with final bill after adjusting the Licensee's dues if any to the KALAKSHETRA FOUNDATION subject to terms and conditions as per tender document.
7. The Security Deposit will be forfeited in case of breach of contract. Kalakshetra, at its option, is entitled to deduct from the Security Deposit any dues payable to Kalakshetra on whatsoever account, any liability/damages incurred by Kalakshetra, on behalf of the Licensee in the discharge of his/their obligations under this License.



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(Part-I)

ENQ.NO-07/2023-2024/EM Dt-11.08.2023

To

Date:

The Director
Kalakshetra Foundation
Thiruvanmiyur,
Chennai – 600 041.

Dear Sir/Madam,

SUB: License of Space for Operation and Maintenance (O&M) for
“RUNNING CANTEEN /CAFETERIA/KIOSKS/TRUCK SHOP” AT
KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.

With reference to your tender enquiry cited above, we are pleased to enclose the Part-I for your kind consideration (as per prescribed format).

Our Company profile

i	Name of the agency/Contractor	:	
ii	Mailing address of the agency with PIN Code	:	
iii	Status of the Agency: Proprietor / Partnership / Regd. Company / Co-op. Society	:	
iv	Contact details	:	
	Telephone numbers(s)	:	
	Fax number(s)	:	
	E-mail address	:	
	Website	:	



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v	GST registration No		
vi	PAN no.		
vii	Trade license no.		
viii	Bankers and their address along with type of Account & Account No		
ix	E.M.D details		
x	Registration certificate Central or State certified copy to be enclosed. (food safety)		

We confirm that we shall abide by all the tender conditions and we do not have any additional conditions.

Thanking you,

Yours faithfully,

Signature with date and name of the signatory

Name of the Agency

(Seal of the agency)

Note: You may please attach a separate sheet as annexure for providing the details



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DECLARATION

Sir/Madam,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including General Conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening of the tender.

I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Director, KALAKSHETRA FOUNDATION will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the KALAKSHETRA FOUNDATION, General Conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by KALAKSHETRA FOUNDATION.

Earnest Money in the form of Demand Draft /Bank's Pay Order drawn in favour of KALAKSHETRA FOUNDATION from a Scheduled bank is attached with the tender papers. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if we/I commit any breach of the terms of this Tender.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Date: SIGNATURE OF TENDERER WITH RUBBERSTAMP



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FINANCIAL BID DOCUMENT

(Part-II)

ENQ.NO-07/2023-2024/EM Dt-11.08.2023

To
The Director
Kalakshetra Foundation
Thiruvanmiyur,
Chennai – 600 041.

Date:

Dear Sir/Madam,

SUB: License of Space for Operation and Maintenance (O&M) for
“RUNNING CANTEEN /CAFETERIA/KIOSKS/TRUCK SHOP” AT
KALAKSHETRA FOUNDATION, THIRUVANMIYUR, CHENNAI- 41.

With reference to your tender enquiry cited above, we are pleased to enclose the Part-II for your kind consideration (as per prescribed format).

License Fee per Month for Canteen	Rs.	(Rupees in words-
Note: The License fee Quoted by the Bidder and applicable GST for the License fee will be extra.		

- The bidder who has quoted the highest license fee shall be awarded the contract.
- We confirm that on being successful in the tender we would take up and execute the work.
- We confirm that we will abide by all the tender conditions and we do not have any additional conditions.

Signature with date and name of the signatory Name of the agency with seal