



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA (ORISSA)

Tender Notice No.NITR/PW/11/01

Date: 01.04.11

**TERMS AND CONDITONS FOR PROVIDING CATERING SERVICE TO ALL
HALLS OF RESIDENCE AT N.I.T., ROURKELA**

Sealed tenders are invited from experienced Firms/Agencies/self employed individuals for providing catering services to all halls of residence at NIT, Rourkela as per the following terms and conditions.

A. OPERATIVE TERMS AND CONDITION

1. The catering services in all halls shall be operated from the month of 1st July 2011, failing which the guarantee money will be forfeited and the next eligible be offered.
2. The caterer should be financially sound to run the mess.
3. The persons having degree/ diploma in hotel management or nutrition are preferable.
4. Familiarity with the modern kitchen equipment is essential.
5. The caterer shall engage and provide requisite number of well trained cooks and service personnel to run the mess.
6. The Caterer shall keep the mess open from 6.00 A.M to 10.00 P.M every day and serve meals during (and only during) designated meal hours. The Institute may change the time depending upon the convenience.
7. The mess shall not be closed without prior permission of the Institute.
8. The Caterer shall serve only specified foods as approved by the hostel authorities.
9. The meal rate per day and menu will be mutually agreed upon in accordance with existing rate.
10. The Caterer shall display the menu/ list of food items every day at an appropriate place in the mess.

11. The Caterer has to provide uniform to his employees during the service hours. He has to ensure that his staffs are always dressed in clean and tidy uniforms while on duty.
12. The Caterer's employees should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case the Caterer should give them leave or arrange treatment as deemed fit and should make alternative arrangement at his cost. Whatever circumstance it may be the caterer must ensure that the facility is not hampered.
13. The Caterer shall be solely responsible to provide safe and hygienic food to the students at all times. A committee appointed by the institute will monitor the same including hygiene. Persons authorized by the Institute must have full access to all facilities and documents. Any preparation not found to be wholesome or hygienic is liable to be rejected without any compensation. Further punitive action, as deemed fit shall be taken against the caterer.
14. Only purified water (purified by Aqua guard /Modiguard or other purifier of similar standard) has to be served in the canteen.
15. Institute will provide all kitchen equipment, utensils, crockery, cutlery, and other infrastructure for running of the mess.
16. The premises of the mess shall not be used for any other purpose.
17. The Caterer shall maintain neat & cleanliness of the mess premises at all times. No trash is to be thrown inside or outside the mess premises except in properly covered bins supplied by the Institute.
18. Burning of fuels except cooking gas is forbidden. Use of electricity and solid fuel is strongly discouraged.
19. The assets and articles provided by the Institute shall be property of the Institute and the caterer shall be merely the custodian of such assets and articles. On termination of the contract, all such property shall be handed over to the Institute in good condition.
20. The Caterer shall maintain the building space in top condition. All floors and counter tops are to be scrubbed regularly with non corrosive detergent or soap,

and all vertical surfaces are to be dusted regularly. The period of cleaning should be such that there is no visible dirt or marks at any time.

21. Only in case of any emergency the catering agency personnel may be provided medical facilities available at the Institute Dispensary on payment basis. Normal medical facilities to be arranged by the catering agency at his own discretion.
22. In the event of loss/theft/damage of property caused due to negligence of the any of its employees, the Institute shall be entitled to get compensation from the Agency.

B. STATUTORY OBLIGATION

1. The staff engaged by the catering agency shall draw their remuneration from their Caterer and shall not claim any employment benefit from the Institute at any time. The agency shall also be responsibility for the statutory obligations of such personnel and shall indemnify the Institute in the matter. It is the duty of the caterer to explain these terms to his employees.
2. The Caterer shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his employees engaged under this contract as per Govt. rule.
3. The institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the caterer. Any incident occurring during the contract period is the sole responsibility of the caterer and the institute is no way liable for any such incident.
4. The Caterer shall not employ any minor for the contract work as prohibited under labour act.
5. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Vendor. The Institute shall in no way be liable for any such incident occurring during or in connection with the contract.
6. If there is damage to building or other institute property because of willful or negligent act or poor maintenance, the institute will repair it at the cost of the caterer and levy a service charge of 200% over the cost.

7. The staff employed by the agency will not join or form any union associated with the Institute or otherwise any political party.
8. The Caterer shall not employ any minor for the above contract work.

C. MODE OF SELECTION

1. The caterer should produce certificate from the bank stating average balance of the business account over past 2 years.
2. The caterer should have experience of managing hostels of strength at least 250 or catering of 1000 persons. { Continuously (say) ten times a year }
3. A committee constituted by the Institute will examine all the proposals on the basis of
 - a. Credentials of the Caterer
 - b. Past experience in similar business
 - c. The menu, quality of the service and price.

E. COMERCIAL TERMS AND CONDITIONS

1. The Caterer shall deposit an Account Payee Demand Draft, Fixed Deposit Receipts, Banker's Cheque or unconditional Bank Guarantee of Rs.50,000/- (Rupees Fifty thousand only) for each in favour of the Director, National Institute of Technology, Rourkela towards security deposit. The security shall be released within one month of the termination of the contract and realization of the dues if any.
2. The caterer shall claim actual monthly mess bill to the designated officer of the hall, for payment within seven days of the successive month.
3. The Institute shall provide limited amount of living accommodation to the staff engaged by the caterer. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner whatsoever and at any time earlier at the instruction of the Institute. In case premises are not handed over in the manner as referred herein above, the Institute shall be entitled to remove the possession of unauthorized occupants by use of such force as may be required.

F. CONTRACT OF VALIDITY

1. The contract will be operative for a period of one year. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two years more, on year to year basis.
2. This contract can be terminated under any one of the following circumstances.
 - (a) By giving one month notice by the Institute, without assigning a reason, if in the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the contractor.
 - (b) The Vendor/Agency not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the vendor meets specification or is deficient and to what degree. In such a case the notice period shall be one week.
 - (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week.
 - (d) The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week.

During the period of termination of contract in any of the situation contemplate above, the Agency shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

G. JURISDICTION AND RIGHT TO AMEND RULES:

1. The institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the vendor in due course.

2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the contractor and the institute as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

H. INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our campus on any working day. In case of any further clarification, the bidders may contact Prof. K.C. Pati, Chief Warden, NIT, Rourkela.
2. The bids must be submitted in one packet mentioning the following aspects of the agency/Vendor
 - a) Techno-Commercial aspects.
 - b) Financial Soundness.
 - c) Credentials.
 - d) Proposed list of food items to be served in the canteen.
3. E.M.D of Rs.50,000/- (Rupees Fifty thousand only) in the shape of demand draft/Banker's cheque in favor of " Director, NIT, Rourkela", payable at Rourkela must be deposited along with the bid without which the bid will not be honored and liable to be rejected . The E.M.D will be refunded to unsuccessful bidders within a month of finalization of tender. The E.M.D of the successful bidders shall be automatically converted to security deposit.
4. The bidders are requested to apply in a sealed envelope, addressed to The Registrar, NIT, Rourkela, superscribing the following on the top of the envelope

**ADVERTISEMENT FOR PROVIDING CATERING SERVICE TO
ALL HALLS OF RESIDENCE AT N.I.T., ROURKELA
TENDER NOTICE NO: NITR/PW/11/01 , DATE: 01.04.11
DUE DATE: 18.04.11**

5. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
6. Last date for submission of proposals : **Dt. 18.04.2011 by 3.30 PM**
Date of opening of proposals : **Dt. 20.04.2011 at 5.00 PM**
7. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

ON THE LETTER HEAD OF THE FIRM

**PROPOSAL FOR PROVIDING CATERING SERVICE TO ALL HALLS OF RESIDENCE AT
N.I.T., ROURKELA**

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1. Name of the Firm/Agency/Individual : _____

 2. Address with Telephone No or Mobile No. : _____

 3. Registration No & date (If any) : _____

 4. PAN, VAT, SERVICE TAX Registration No.(If Any) : _____

 5. EPF/ ESI Registration No.(If Any) : _____

 6. Valid Labour License (if applicable) : _____

 7. Name of the person responsible for Management: _____

 8. Details of Experience in similar business : _____
(Copies of relevant document may be enclosed)

 9. EMD Particulars: Bank Draft No. _____ Date _____ for Rs. _____

 10. Proposed Staff list and qualification of senior and managing staff : **Attached in separate sheet**

 11. Any other information (give details) : **Attached in separate sheet**

Date:
Place:

Signature of the Authorized Person

N.B. (Please enclose the following documents along with the form)

1. ITR/ Income Tax / Sales Tax Clearance Certificate
2. VAT/SRIN registration and PAN No.
3. Dealership Certificate if any.
4. Order copy of other organizations.
5. Photograph of Shop (presently owned), Kitchen and backyard of kitchen.
6. Proposed menu/food items & their price.