



## NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769008 (ODISHA)

Tender Notice No.: NITR/TS/2016/02

Dated:25.01.2016

### **TENDER FOR RUNNING OF THE INSTITUTE CANTEEN AT NIT ROURKELA**

The National Institute of Technology, Rourkela is a premier technical Institute in the country with undergraduate, post-graduate and research programs in many branches of science and engineering. There are more than 5000 students studying in the campus at a time. We have around 500 Faculty and Staff members working under various departments / centres of the Institute. The location of the Canteen makes it a perfect hangout and food destination for this huge student mass. The add-on advantage of this canteen is that it is the food store (cooked and ready to serve) in the academic area. Its location makes it very much reachable to the campus people too. Hence the demand of campus residents also adds a good business to the Canteen. Eligible bidders with proven track record and repute are invited to submit their proposal for operating an Institute Canteen(**Area: 270 sq.mt. approx.**) in the **newly constructed Electrical and Electronics Department Buildings** under following terms and conditions.

#### **(A) OPERATIVE TERMS & CONDITIONS:**

1. The firm shall keep the Canteen open during approved hours everyday including Saturdays, Sundays and Holidays. The Institute shall fix the timing depending upon the convenience.
2. Service must be available **365 days a year**. Any closure must be done with explicit approval of Chairman, On-campus Business and proper notification among NIT Community.
3. The Canteen shall not be closed without prior permission of the Institute.
4. While fixing the price of food items, the facilities provided by the Institute, must be considered vis-a-vis market price.
5. The firm shall sell and serve only such items as approved by the Institute. Usually this Canteen will be serving only dry and processed food, baked, packaged and readymade food items including coffee, ice cream, cold drinks, pastry, snacks and other beverages. Menu and pricing must be approved by mutual discussion before a new item is introduced or an old one is discontinued. Any change in price (increase or decrease) has

to be approved by the Institute. Any deviation to this shall be treated as gross violation of the contract and may attract punitive measures. **The prices of the approved menu may be changed at the discretion of the Institute.**

6. The firm shall display the list of items and rates at an appropriate place in the Canteen. All packed items shall be sold at MRP.
7. Only superior raw materials are to be used as per direction of Institute food & hygiene committee. In case of failure to abide by the instruction of the committee may attract punitive measures.
8. The firm shall be solely responsible to provide safe and hygienic food to the customers at all times. Cleanliness of kitchen and dining area are extremely important. The Food and Hygiene Committee or its nominee will inspect the Canteen from time to time and if found unsatisfactory, may prescribe punitive measures. The Committee/the nominee 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 with punitive action.
9. The firm shall make arrangements for keeping eatable in glass covered showcase, free from flies and will use insect killer to keep the store free from insects and flies in order to maintain hygienic condition.
10. All expenses on equipment & consumables are to be met by the firm. Supply of only purified water (purified by Aquaguard, Kent RO or purifier of comparable standard) is mandatory, the cost of machine being borne by the firm. Whenever Institute equipment exists, the firm may use them, but the firm will maintain and keep up in good running condition(AMC)at his own cost.
11. The firm should be able to provide refreshments/food items as per requirement for meetings, conferences, seminars and other functions of the Institute at mutually agreed rates.
12. All customers must be treated with respect with no “more equals among equals” attitude.
13. The firm is forbidden from giving credit to students and staff of the Institute. The Institute shall not entertain any claim related to such irregularities in case of any default.
14. Selling of harmful items e.g. cigarette, alcohol, pan masala, gutkha are strictly prohibited in the Canteen and in the campus itself.
15. The firm shall provide uniform to his employees for rendering services. He has to ensure that his staffs are always dressed in clean and tidy uniforms while on duty. The employees of the firm should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case the firm should give them leave or arrange treatment as deemed fit and should make alternative arrangement at his cost. Whatever circumstance it may be the firm must ensure that the facility is not hampered.
16. The firm shall maintain the Canteen premises in good condition and keep it clean and tidy always. **The waste must be disposed of and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.**

17. Presence of stray dogs in the vicinity of the stall is an indication of bad hygiene. It shall be the firm's responsibility to (i) avoid littering by food waste, (ii) educate customers not to give food to dogs, and (iii) drive away stray dogs.
18. No trash is to be thrown inside or outside the Canteen premises except in properly covered bins. Customers often have a habit to walking away plastic tea/coffee cups and throwing them at road side at a distance from the stall. It will be the firm's responsibility to collect them regularly (typically every hour) and disposing them properly. It shall also be the firm's responsibility to educate its customers through banner and words to refrain from such habits.
19. Burning of fuels except cooking gas is forbidden. Use of electricity for cooking is discouraged except in emergency, with due approval of the Institute Authority.
20. The assets and articles provided by the Institute shall be property of the Institute and the firm 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.
21. The firm 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. In case of deficiency the Institute Administration shall levy fine or terminate the contract with immediate effect.
22. The firm shall refrain from significant sub-contracting of the task. If it is proposed to sub-contract a part of the operation, it can only be done only with written approval of Director, NIT Rourkela. The premises of the Canteen shall not be used for any other purpose.
23. The firm shall not perform any act that would violate the statutory obligations laid down by the Competent Authorities. Further the firm is advised to act in a disciplined way and should avoid any mishap or misconduct that would pose negative impact on the fame and reputation of this esteemed organization. In case the firm is found to be involved in any type of malafied conducts; the contract shall be terminated with immediate effect without any compensation and future action as deemed fit shall be taken. The security deposit shall be forfeited.
24. Specific condition may be imposed by the Institute whenever considered necessary.
25. The firm shall have to sign an Agreement with the Institute on non-judicial stamp paper **(Rs. 120/-)** before commencement of the service.
26. **Deficiency in Service**: The Institute Authorities shall inspect the facility from time to time to assess the performance of the Firm in terms of quality of food, hygiene and prompt service. If any deficiency in any of the above components, i.e., quality of food, hygiene or service is observed, the inspecting personnel/committee may assess the value of the deficiency and recommend appropriate financial penalty. Such penalty will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. The cost of the deficiency shall include not only the saving to the contractor in terms of materials and personnel, but also the consequence of poor

performance by contractor's personnel and of poor supervision. Serving any inferior quality of food, or non-maintenance of hygiene, poor service shall be treated as gross violation of the contract and the license shall be cancelled with immediate effect. In case of dispute in assessment, the decision of Director, NIT Rourkela shall be final and binding.

**(B) STATUTORY OBLIGATION:**

1. The Firm 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. No manpower and/or resources should be engaged exclusively for this Contract; when the contract terminates there shall be no physical or moral pressure on Institute, on grounds of "person and/or resources displaced from job". The Institute shall not entertain such claim.
2. The Institute shall have no responsibility towards payment of wages, social security, medical care, safety or any benefit to the personnel engaged by the firm. Any unpleasant incident occurring during the contract period is the sole responsibility of the firm. The Institute shall in no way be liable for any such incident.
3. The firm shall not employ any minor for the contract work as prohibited under Labour act. The firm shall also abide by all statutory laws, rules and regulations of State/Central Government as per jurisdiction.
4. The firm shall maintain proper record of its personnel like muster roll & wage register (including E.P.F & E.S.I) numbers and details of education) and proper accounts of all of its financial transactions and the records will be made available to Institute authorities when asked for.
5. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. The firm shall be held responsible for any type of loss of assets due to any such incident. All loss or damage shall be repaired and brought to good condition by the firm at its own cost and responsibility. The Institute shall in no way be liable for any such incident occurring during or in connection with the contract.
6. If there is any damage to building or any other Institute property because of willful or negligent act or poor maintenance by the firm, the Institute will repair it at the cost of the firm and levy a service charge of 200% over the cost,
7. The firm shall neither give credit to any customer, nor shall buy any material under credit payment terms without an explicit written agreement between the two, parties that the Institute shall have no role in settlement of the loans.

**(C) COMMERCIAL TERMS & CONDITIONS:**

1. The firm shall deposit a bank guarantee/bank draft of Rs. 20,000/- (Rupees Twenty Thousand only) towards security deposit for the Institute Canteen in favour of the Director, National Institute of Technology Rourkela payable at Rourkela. The security

deposit shall be released within one month of the termination of the contract and realization of dues, if any at the time of termination.

2. If the Firm/Agency fails to operate the shop within specified time given by the Institute, the security deposit shall be forfeited and the next eligible firm/Agency shall be offered
3. The firm shall pay License fee of **Rs. 36,000/- per annum** (Rupees Thirty Six Thousand only) and it may be enhanced as decide by the Institute. The same can be deposited in two equal installments by **July and January of every year.**
4. The firm shall pay the electricity charges as per the meter reading (**H.T rate + 10% Institute Service Charge**) and also a fixed water charge as decided by the Institute every month, in addition to the license fee.
5. For Electricity charges, the firm has deposited **Rs. 10,000/-** as initial deposit of electricity which will be refundable at the end of the contract period on vacating the premises. Electricity bill should be cleared within one week of receiving the bill. In case of financial difficulty, the firm may buy an additional time of one month with a fee of **Rs. 1,000/-** per month of delay for each month of electricity dues. Any default shall entitle the Institute to disconnect electricity connection to the Canteen premises without any prior notice.
6. The firm shall pay all taxes, fees, license charges, royalty commissions, deposit dues or other charges to the concerned authorities. In case of any default the Institute shall have the right to recover the same from the bill or payment claimed from the Institute.
7. The firm shall not appoint any person specifically for this business, nor make any major investment for the purpose. In case of termination of contract, the firm party shall be solely responsible for its personnel and assets.

**(D) CONTRACT VALIDITY:**

1. The Canteen shall be operated for the period of **One Year, from the date of issue of the Work Order** initially subject to continuous satisfactory performance. However, this will be reviewed at the end of each year based on 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's 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 firm.
  - b) The Institute shall have right to unilaterally terminate this contract with "Nil Time" notice in case of a good reason such as serving Alcohol or Tobacco or unhygienic food or maintaining dirty environment or other deficiency of service.
  - c) The firm not performing his duties properly as per the agreed terms and conditions of the contract. The Institute shall decide whether the performance of the firm meets specification or is deficient and to what degree. In such a case the notice period shall be one week.

- d) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the firm 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.
- e) For indulging in any grossly unsafe practice, stealing or willfully damaging Institute property or engaging in any illegal activity, the contract shall be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.
- f) The firm being declared as insolvent by the Court of Law. The notice period shall be one week. During the notice period for termination of contract in any of the situations contemplated above, the Second party shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Second party 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.

**(E) 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 firm in due course.
- 2. The Institute rules shall be binding for execution of the contract. 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 parties 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.

**(F) MODE OF SELECTION:**

- 1. The tender will be evaluated on the basis of Tenderer's Experience, executed contracts, contracts in hand, capacity, managerial abilities, local presence, performance in rendering services and other relevant factors as considered appropriate by the Canteen Tender Committee appointed by the Director. If required, a team of Officers of NIT Rourkela may also check up the quality of food served etc. by the contractor at the place of his/her/their current contract of Canteen.
- 2. **The preference will be given to the local established firms in contract award for serving ready to eat food, microwave cooked food, packaged food, dried items& beverages etc.**
- 3. The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding. It should be noted that selection will be based on combination of credential, financial soundness and reputation instead of one alone.

**(G) 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 **Mr. R.K. Sinha, Chairman, On-campus Business**, NIT Rourkela.
2. The bids must be submitted in one packet super scribed “**Bid for Running Institute Canteen, Tender Notice No. with Date and Last Date of Submission**” mentioning the following aspects of the Agency/Vendor
  - a) Techno-Commercial Aspects.
  - b) Financial Soundness.
  - c) Credentials.
  - d) Proposed list of food items with price to be served in the canteen.
3. E.M.D of **Rs.10,000/-** (Rupees Ten 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 honoured and liable to be rejected. The E.M.D will be refunded to unsuccessful bidders within a month of finalization of tender.
4. The bidders are requested to apply in a sealed envelope, addressed to The Assistant Registrar (TS), NIT Rourkela super-scribing the above mentioned on the top of the envelope
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 16.02.2016 by 3.00 PM**
7. Date of opening of proposals: **Dt. 16.02.2016 at 3.30 PM**
8. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Assistant Registrar  
Technical Service  
NIT Rourkela**