



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769008, ODISHA

Tender Notice No.: NITR/PW/CW/2019/150

Date: 03/10/2019

TENDER FOR "PROVIDING MESS CATERING SERVICE TO HALLS OF RESIDENCE" at NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

Sealed Tenders are invited through "e-Procurement" module of CPP Portal (<https://eprocure.gov.in/eprocure/app>) from interested and eligible firms/companies/proprietors/individuals to provide mess catering service to our halls of residence (**Annexure-1**) on the following terms and conditions.

1.

- | | |
|---|---|
| a. List of all Halls of Residence and No. of boarders | ANNEXURE-1 |
| b. Check list for preparation of Bid/Tender | ANNEXURE-2 |
| c. Instruction to tenderer and tender processing formality. | ANNEXURE-3 |
| d. Letter of Undertaking and Format of particulars of tender | ANNEXURE-4 &4A (part I &II). |
| e. Financial Capacity | ANNEXURE-5 |
| f. Price bid /quoted price format | ANNEXURE-6 |
| g. General Conditions of Contract(G.C.C.) | ANNEXURE-7 |
| h. Special Conditions of Contract(S.C.C.) | ANNEXURE-8 |
| i. Typical Mess Menu | ANNEXURE-9 |
| j. Grocery brands recommended by the Institute | ANNEXURE-10 |
| k. Desired operational conditions | ANNEXURE-11 |

2.1 Important Dates

- Last date of submission of tender **30/10/2019 by 11:00 AM** through e-Procurement Process.
- Pre-bid meeting on **21.10.2019** in Office of the Chief Warden at **11:00 AM**.
- Opening of Technical Bid of the tender on **31/10/2019 at 11:00AM**.
- EMD and cost of Tender should reach to **Registrar, NIT Rourkela-769008** through Speed Post/Registered Post/Courier on or before date and time of opening of the technical bid (i.e. 31/10/2019 at 11:00 AM).

2.2 Tender document is available in e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>) or may be downloaded from the website of National Institute of Technology, Rourkela i.e. https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx

3. Nature of Contract

- I.** The contract involves
 - a) Preparation and Service of Healthy and Hygienic food to the students of the Hall.
 - b) Maintaining kitchen equipment and utensils.
 - c) Maintaining Hygiene and cleaning of coking place and dining Hall. It also includes drain, water lines, sink, basin, and other features attached in the mess with a view to keep it neat and clean and in good hygienic conditions all the time during validity of the contract.
- II.** The contract is basically item/unit rate contract and involves no control of NITR over the staff of the Vendor except ensuring food quality, quantity and hygiene.
- III.** The period of the contract will be for one year from the date of issue of work order, unless extended otherwise.
- IV.** The contract price is inclusive of all taxes and duties except G.S.T. Vendor is to bear all incidental cost/tax connected to the execution of the contract.
- V.** The work may be divided among more than one party subject to matching with lowest price determined in the tender process.
- VI.** The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- VII.** Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- VIII.** Bringing in outside influence or entering in to unsolicited correspondence/communication will entail rejection of tender and a proceeding for blacklisting.

4. ELIGIBILITY:

- I. Status:-**The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof on status the bidder shall be submitted.
 - II. Financial Capacity:** The bidders should have the **minimum annual turnover of Rupees Sixty Lakhs** during the **last three financial years**. Relevant proof for supporting the above shall be submitted failing which tenderer shall be treated as invalid. The firms preferably must be willing and/or capable to sustain itself financial till bills are processed & payment released.
 - III. Experience:**
 - a) The Vendor should have work experiences in institutional catering services (student mess of capacity 900 students and above) at old IITs and NITs / Central Funded Institutes (CFIs) for the last three years and above.
- 5. Registration:** The Caterer/Vendor should possess statutory obligations such as Labour license, PF, ESIC, GST Registration, PAN card and any other statutory requirements as deemed fit for their existing businesses. The firms should have valid license issued by Food Safety and Standards Authority of India (FSSAI) for their existing business. Relevant proof shall be submitted.
- 6.** The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

**Sd/-
REGISTRAR**

LIST OF HALLS OF RESIDENCE AT NIT ROURKELA FOR PROVIDING CATERING SERVICE

Sl. No	Hall Name	Capacity	
		Minimum	Maximum
1.	MV+GDB Hall (Boys)	850	950
2.	DBA+MSS Hall (Boys)	750	1050
3.	HB Hall (Boys)	350	500
4.	VS Hall (Boys)	1000	1300
5.	SD Hall (Boys)	1000	1300
6.	CVR Hall (Girls)	750	1000
7.	KMS Hall (Girls)	300	400

CHECKLIST FOR TENDERER

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the DD for EMD of Rs.2,50,000/- and Tender Cost of Rs.1000/- to the Registrar NIT, Rourkela through Post / Courier?		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP portal?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF, Labor License and Food License – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP portal?		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement site of CPP portal?		

Signature of Tenderer
(With full name & seal)

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA**INSTRUCTIONS TO TENDERERS****TENDER NOTICE NO. NITR/PW/CW/2019/150****DATED: 03/10/2019**

1. The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (Technical Bid) and Part-II- Financial Bid (i.e. BOQ) each in separate cover.

Tender Cost (non-refundable) in shape of DD(Demand Draft) **INR 1,000/- (Rupees One Thousand Only)** in favour of "**Director, NIT Rourkela**" Payable at Rourkela and **Earnest Money Deposit (EMD)** in shape of DD (Demand Draft)/Bank Guarantee for **INR 2,50,000/- (Rupees Two lakh fifty thousand Only)** in favour of "**Chief Warden, Halls of Residence**", NIT Rourkela Payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Gramin bank. And Bank DD (Demand Draft)/BG for the Bid-Security should remain valid for a period of **45 days** beyond the bid validity period from the date of opening of bids. Bid security of unsuccessful bidders should be return to them at the earliest and latest on or before the **30th days** after the award of the contract. **EMD (Earnest Money deposit)** and **Tender Cost** should reach physically through speed post/register post/courier, containing in an envelope & superscripted with subject, tender reference number addressing to **Registrar, NIT Rourkela- 769008, Odisha; Attention: Prof. S. K. Pratihari, Chief Warden on or before 31/10/2019 at 11:00 AM.**

Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The cover containing the DD/BG for both EMD, Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of the those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
4. The price discovery against this tender will be through-Procurement.
5. The tender shall be valid for **365 days** for acceptance from the date of opening of the price bid and withdrawal in between shall entail the forfeiture of Earnest Money.
6. Tenders not received in the prescribed forms will be liable for rejection.
7. The Tenderer(s) shall dully fill in all particulars in the format as at **Annexure-4A (part I & II)** and it shall form part of tender document under Technical bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions (SCC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Vendor's Letter of acknowledgements hall form the contract. In case of any

Conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Latter shall prevail.

9. The Tenderers shall furnish the following documents as part of **Technical Bid:**

9.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. along with following documents:

- i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
- ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, and Subscribed and paid up capital.
- iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.

If required the original documents will have to be produced for verification.

9.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given here in shall be rejected.

9.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner – Director of the firm is to be furnished.

9.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as Vendors in NITR or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Vendors.
- c. Demoted to lower class of job.
- d. Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

9.5 Banning of Business Dealings:

- a. If it is found during processing of the Tender or execution of contract, the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging /forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified period.
- b. If it is found during the validity of the Contract that the Vendor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be impose for a specified period under the laid down procedure of the Company.

9.6 Vendor's Background:

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of allotment Contract and if such a person procures any Contract by suppression of information, it will be cancelled.

9.7 Documents to be submitted

- (a) Food License issued by FSSAI.
- (b) EPF Registration Code Number, if any:
- (c) Registrations with ESIC, if applicable.
- (d) Copy of Balance Sheet, Profit & Loss Account, Income Tax Return preceding 3 years and form 26AS (i.e. for Financial Year 2016-17, 2017-18 & 2018-19). (Duly attested by Notary) for **preceding three years** from the date of tender.
- (e) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- (f) Copies of Permanent Account Numbers (PAN Card).
- (g) GST Registration Number and copy of Certificate of Service Tax Registration.
- (h) Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.
- (i) Valid Trade License.
- (j) Xerox copy of Tender fee and EMD detail.
- (k) Copy of work order (academic Institute student mess only for the last three years).

10. The tenderer is advised to contact Chief Warden Office of the institute & satisfy himself before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender. The inspection of the site can be made from **15/10/2019 to 20/10/2019** between **03:00 PM to 05:00 PM** on prior appointment.

11. BID OPENING PROCEDURES

11.1 The Technical Bids may be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela. The decision of evaluation committee will be final & binding and can't be questioned by any bidder.

11.2 The financial bids of those bidders who's Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

12. CLARIFICATION ON TECHNICAL BID EVALUATION

12.1 The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPPP. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through e-Procurement site.

12.2 If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.

12.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

13. TECHNICAL BID EVALUATION

The bidders who qualify in the technical evaluation may be intimated through the e-Procurement site. The following points will be considered by technical bid evaluation committee.

- a) Financial and technical credential of the firm.
- b) Service/work performance report from Chief Warden/Warden of Halls with contact details (From old IITs, NITs or any CFIs Only) serve during the last three years (certificate should include the number of student served).
- c) Manager Experience/Profile.
- d) Verification of Statutory Certificates/documents such as Labour License, Food License, PF registration, ESIC registration, GST registration etc.

14. FINANCIAL BID EVALUATION/OPENING PROCEDURE

The financial bid (BOQ) shall be in excel sheet form. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.

- a) Technically qualified bidders who have submitted price bid in the prescribed format (**Annexure-8**) will only be considered.
 - b) The minimum estimated base rate for mess services per student per month shall be decided by the competent authority headed by the Chairman Mess Tender Committee and will be displayed along with the evaluation report of the technical bid. A Variation of (-) 5% would be allowed in the quoted rate by the bidder i.e. bidders quoting rates, less than the estimated base rate - 5% of estimated base rate will be rejected [for e.g. if estimated base rate is Rs. 1,000/- then bidders quoting Rs. 950/- and above would be considered for evaluation (eligible bidders) and bidders quoting below Rs. 950/- would be rejected].
 - c) Among the eligible bidders, lowest price will be considered as L1 price.
 - d) The respective bidders have to be present before the tender evaluation committee for making clarification on scheduled date and time.
 - e) Hall will be allotted among the eligible bidders (maximum of seven) willing to work on L1 price. Allotment of Hall lies with the prerogative of the Chairman Mess Tender Committee. The allotment could not be challenged by the bidders.
 - f) In case tie breaking, the committee reserved the right to allot Halls considering the merits of technical bids. And the Firm/Vendor will not have any right to challenge the allotment.
 - g) Among the qualified bidders (Both technically and financially) those who are willing to work at L1 price, a list of empaneled bidders will be prepared. And in case of termination of contract the next eligible empaneled bidders will be consider for the award of contract.
 - h) The decision of evaluation committee will be final & binding and can't be questioned by any bidder/ authority.
- 15.** Tenders containing over writing or erasing, without authentication & without full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount / quantity not shown in figures and words will be liable for rejection.
- 16.** The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) /amount.
- 17.** Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.
- 18.** The quoted price may be calculated based on minimum student strength of 350 in a Mess. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, excluding GST.

19. Income TAX (TDS) shall be deducted at the specified rates as per the Govt. rules (revised from time to time).
20. Rates finalized after opening the price bid will be valid for one year from the date of award of contract. The Contract may be extended on year to year basis based on satisfactory performance of the vendor reviewed annually. In case of extension the awarded monthly price in contract may be increased by 5% annually considering market price escalation.
21. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
22. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.
23. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
24. Canvassing in any form is strictly prohibited and tenders wholly or partially submitted by the tender who resort to canvassing, will be liable for rejection.
25. Authority of NIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties(bidder).
26. Tender documents are not transferable.
27. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
28. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NIT website and no change is made there in before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer NIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.
29. **For any clarification:** Please contact:
Chief Warden
NIT Rourkela, Rourkela-769008
Ph. No.: 0661-246-5001;
Email: chiefwarden@nitrkl.ac.in /skpratihar@nitrkl.ac.in
30. The EMD submitted by the successful bidder shall be converted in to security deposit subjected to adjustment of Rs. 5,00,000/- and the same will be released after expiry of one month of completion of the contract subjected to adjustment /deductions of NITR dues if any, provided the amount is sufficient to cover the Security Deposit.
31. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.

Date:

Signature of Tenderer
(With full name & seal)

Place:

(Letter head of tenderer)

Ref No:_____

Date:_____

LETTER OF UNDERTAKING AND DECLARATION

To

The Registrar

National Institute of Technology

Rourkela – 769008

Ref: Invitation for Tender No._____dated_____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was black listed in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned & attached separately as at **Annexure-4A (part I &II)**.
8. We understand that NIT Rourkela may divide the work amongst the successful bidders who match with the L-1price.

Yours sincerely

Authorized signatory of the Tenderer

(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

(ON LETTER HEAD OF THE FIRM)**TENDER FOR “PROVIDING MESS CATERING SERVICE TO HALLS OF RESIDENCE” at
NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA****Part - I****General Details:**

Sl. No	Particulars		
1.	Name of Agency/ Firm/Proprietor		
2.	Full Postal Address		
3.	Email ID		
4.	Mobile No.		
5.	Other business of the firm		
6.	Office/Residence Ph.no		
7.	Office/Work Email ID		
8.	Fax no. (if any)		
9.	Name(s) of Proprietor / Partner / Director		
10.	Food License issued by FSSAI		
11.	PAN No.		
12.	E.P.F. Registration No.		
13.	E.S.I.C. Registration No.		
14.	GST Registration No.		
15.	Labor License No.		
16.	Trade License No.		
17.	EMD Details	DD No.	
		Amount:	
		Bank	
		Date	
18.	Tender Cost Details	DD No.	
		Amount:	
		Bank	
		Date	

Date:

Signature of Tenderer
(With full name & seal)

Place

Part – II

Detailed Work Experience (Institute student Mess only) for the last three years.

Sl. No	Particulars					
1.	Please state type of food supply carried out in last three years including current contracts with details regarding daily persons served per day, menu, cost etc. (Attach order copies/certificates from the clients of such work) <i>(Educational Institute only) year wise</i>					
	Period of contract		Name and Address of the organization with reference letters (copy contract to be attached)	Name of the contract person & phone no.	Value of contract and other details	Remarks
	From	To				
2.	Total turnover in last three years including current works (April, 2016 onwards) please attach attested copies of performance certificate, balance sheet & IT Returns and Form 26AS (of last 3 financial year) and profit and loss statement		2016-17			
			2017-18			
			2018-19			
3.	Staff Available (numbers)		Manager			
			Cook			
			Helpers			
4.	Give details of termination of any of the previous contracts (if any)					
5.	Give references where you are currently providing such services. (client wise) (Academic Institute student Mess only)		Contact person Name			
			Phone No.			
			Email			

Date:

Signature of Tenderer
(With full name & seal)

Place

FORM FOR FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years		
	2016-17	2017-18	2018-19
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer
(With full name & seal)

NATIONAL INSTITUTE OF TECHNOLOGY RORUKELA
TENDER FOR "PROVIDING MESS CATERING SERVICE TO HALLS OF RESIDENCE" at
NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA
BOQ (Bill of Quantity) / PRICE BID / QUOTED PRICE FORMAT

[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Techno-commercial bid]

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.01	Mess catering charge per month per student as per our menu as mentioned in tender documents (Month of 31,30,29/28 days will be considered as a month of 30 days)	1.00	Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

Validate Print Help **Item Wise BoQ**

Tender Inviting Authority: REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008

Name of Work: Providing mess catering to the various halls of residence at NIT Rourkela.

Tender Notice No: NITR/PW/CW/2019/150 DATED- 03/10/2019

Note:- In case of Mess rebate, the rebate amount will be calculate on per day basis (Mess charges per month ÷ 30 days) multiplied by no. of days.

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

GENERAL CONDITIONS OF CONTRACT**A. DEFINITIONS**

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology Rourkela. (in short-NITR)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Vendor** means "the Tenderer" whose tender has been accepted and includes the Vendor's authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Rourkela or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **NIT** means National Institute of Technology, Rourkela represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, Chief Warden and Warden, HOD of NIT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the Vendor's site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SCC) and the General conditions of the contract (GCC) here in mentioned and other stipulations incorporated in any part of the tender document and /or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno-commercial part, price bid part.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.

18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF NIT OFFICIALS

20. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to relieve the Vendor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

C. ASSIGNMENT AND SUB-CONTRACTING

21. The Vendor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Wardens/Chief Warden of Halls.
22. The Vendor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Vendor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub- Vendor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the Vendor, his agent, servants or workman.

D. CONTRACT DOCUMENTS

23. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the Vendor instructions / directions indicating the manner in which the work is to be carried out.
24. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the Vendor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Vendor(s) shall carry out and be bound by such further instructions.

E. GENERAL OBLIGATIONS OF THE VENDOR

- a) **Sufficiency of tender:** The Vendor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- b) **Bankruptcy and breach:** A contract if the Vendor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation, absorption or reconstruction) or if the Vendor shall assign the contract without the prior consent of NIT Rourkela or it is found that the Vendor
 - I. has abandoned the contract or
 - II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or,
 - III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contractor,
 - IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contractor,
 - V. 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 Vendor.
- b) The Caterer/Vendor 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 satisfaction 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 Caterer/Vendor 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 Caterer/Vendor 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 Caterer/Vendor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Caterer/Vendor 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) Contract may be terminated on poor service rendered by the Caterer/Vendor.
- c) **Illegal gratification , breach of contract:** The contract may also terminated and the Vendor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of **Annexure-8**) , if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Vendor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Vendor has committed a breach of any of the terms of the contract.
- d) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).
- e) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate have been signed and issued to the Vendor stating that the works have been completed in accordance with the terms of the contract & Vendor has submitted a no dues certificate evidencing closure of contract.
- f) **Notice:**
 - i. **Service of notice on Vendor:** Any notice given to the Vendor under the terms of the contract shall be served to the Manager or his representative by registered post / courier to or by hand or it's registered office or at the Vendor's site office.
 - ii. **Service of notice on NIT:** Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post /courier at the office of registrar NIT Rourkela-769008 with a copy to Chief Warden, NIT Rourkela – 769008.
 - iii. **Change of address:** Any change of address of the Vendor shall immediately be notified to the Chief Warden, NIT Rourkela.
- g) **Safety:**
 - i. The Vendor will be responsible to ensure safety of the people working under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the Vendor will not be allowed to employ sub Vendor / petty Vendors.
 - iii. If required Vendors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h) For violation of safety norms, penalty may be imposed on the Vendor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

i) **Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Vendor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the Vendor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Vendor and not by the employer.

j) **1. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the Vendor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

2. Legal compliance: The Vendor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

- a. Payment of wages Act. (Linked to Govt. of India)
- b. Minimum wages Act. (Linked to Govt. of India)
- c. Maternity benefit Act. (Linked to Govt. of India)
- d. EPF Act. (Linked to Govt. of India)
- e. ESI Act. (Linked to Govt. of India)
- f. Food license, Trade license. (Linked to Govt. of India)
- g. Contract labour (R&A) ACT (Linked to Govt. of India) & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

k) The Vendor shall not allow any visitor on the work sites, without the prior permission of NIT.

l) Order on one or more than one parties may be place on the basis of L-1 quotation. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond will be decided by NIT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order /contract are not finalized from the present tender.

m) ARBITRATION:

a.) **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made here in after in this article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

b) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NIT Rourkela.

Upon receipt of notice for arbitration, Director NIT shall support three names to the Vendor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Director NIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality.

However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- c) The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

- d) **Work to continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Vendor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

n) **AMENDMENT:**

Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or it's duly, authorized representative.

- o) **JURISDICTION:** The competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

SPECIAL CONDITIONS OF CONTRACT**A. SCOPE OF WORK:**

1. Preparation and Service of Healthy and Hygienic food to the students of the Hall.
2. The Caterer/Vendor shall maintain neatness & cleanliness of the mess premises including cleaning of fixtures such as lights, fans and other kitchen equipment's at all times. The dining tables and benches should also be properly cleaned after every meal.
3. Institute will provide all kitchen equipment, utensils, crockery, cutlery, and other infrastructure including Electricity and water for running of the mess. In case of any damage to the equipment/utensils, the caterer/vendor has to make it repair at his cost within 3 days. In case of any loss or damage, those items should be replaced by a newly purchased similar item, to the satisfaction of the issuing authority.
4. All exposed surfaces must be cleaned and maintained stain free by regular cleaning and scrubbing using non-metallic soft scrubbers. (E.g. cloth, nylon or microfiber cloth) and non-corrosive detergent or soap. All vertical surfaces, roofs and windows must be cleaned regularly. High reach areas and roofs must be cleaned properly using high access pole brushes and duster.
5. The vendor should have familiarity with the modern kitchen equipment and its uses.
6. The bidder shall engage and provide requisite number of well-trained cooks and service personnel to run the mess. Bidder allotted for Girl's Halls (CVR and KMS) shall preferably employ female working staffs in the dining halls. Employment of Child labour defined as per relevant laws is strictly prohibited.
7. The Caterer/Vendor shall keep the mess open from 6:00 AM to 9:30 PM every day and serve meals during (and only during) designated hours. The Institute may change the time depending upon the convenience.
8. They have to supply food as per the following schedule.

	Break Fast	Lunch	Snack	Dinner
Working Days	7:00 AM – 9:00 AM.	12:00 Noon – 1:30 PM	5:00 PM – 6:15 PM	7:45 PM – 9:15 PM
Week off (Saturday & Sunday) and Holiday	7:00 AM – 9:30 AM.	12.00 Noon – 2:00 PM	5:00 PM – 6:15 PM	7:45 PM – 9:30 PM

9. The bidder should not close the mess without prior permission of the Institute/Chief Warden under any circumstances.
10. The Caterer/Vendor shall serve only specified foods as per Mess Menu (**Annexure 9**) for the week as approved by Hall authorities.
11. The menu will be mutually agreed upon in accordance with the existing rate.
12. The Caterer/Vendor shall display the menu/list of food items every day at an appropriate place in the mess.
13. The Caterer/Vendor has to provide uniform to his employees during the service hours. The Caterer/Vendor has to ensure that his/her staffs are always dressed in clean and tidy uniforms while on duty. At any point of time, the workers, if found without dress code, penalty will be imposed upon the Vendor as deemed fit. The dress code will be uniform across the halls and should bear the logo of NIT Rourkela. The dress of the workers in the mess will be provided by Caterer/Vendor as per the specification and design.

14. The Caterer/Vendor employees should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case the Caterer/Vendor 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/Vendor must ensure that the facility/service is not hampered.
15. Caterer/Vendor should engage sufficient no. of workers (Preferable 3.5 numbers worker for 100 boarders) to ensure zero queue in the food supply counter. Non-compliance of the above may invite penalty.
16. For the preparation of food, the Caterer/Vendor has to use food materials as per the Specification (**Annexure 10-11**).
17. The Caterer/Vendor shall be solely responsible to provide safe and hygienic food to the students at all times. A Campus Hygiene committee appointed by the Institute will monitor the same in routine intervals, but the prime responsibility of monitoring the safety and hygiene lies with Warden/Asst. Warden, and Persons authorized by Chief Warden. 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/Vendor.
18. Only purified water (purified by Aqua guard/Modi guard or other purifier of similar standard) has to be served in the mess.
19. The premises of the mess shall not be used for any other purpose.
20. Waste disposal is the responsibility of the Caterer/Vendor. No trash is to be thrown inside or outside the mess premises except in properly covered bins supplied by the Institute. The Vendor would ensure clearance of all the bins, drains in and around the kitchen and dining hall at all times. Non-compliance of the above activity will invite penalty.
21. Burning of fuels except cooking gas is forbidden. Use of electricity and solid fuel for cooking is prohibited. Filling and refilling of the cylinders are the responsibility of the Caterer/Vendor at his own cost. Please note that, these cylinders can be refilled at the rates under NDE (Non-Domestic Exempted) category. However, it is responsibility of Caterer/Vendor to refill the cylinders as per the Government norms and prices.
22. The assets and articles provided by the Institute shall be property of the Institute and the Caterer/Vendor 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. Any additional equipment required for the cooking and serving is to be procured by the Caterer/Vendor with prior permission from the competent authority. Electricity charge to run the equipment will be borne by the Vendor. Any equipment purchased by the Caterer/Vendor would remain the property of the Caterer/Vendor and can be taken away at the termination of this contract.
23. The Caterer/Vendor shall maintain the building space in proper 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.
24. 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 of its employees to be arranged by the catering agency at his own discretion.
25. In the event of loss/theft/damage of property (equipments, furnitures, fixtures & utensils) caused due to negligence of the any of its employees, the Institute shall be entitled to get compensation from the Caterer/Vendor.
26. The Vendor should mention the name of the manager(s)/supervisor(s) at the time of bidding. Who will be the in charge or contact person of the Chief Warden's Office.
27. The Hall Management Council (HMC), NIT Rourkela reserves the right to review and modify the terms and conditions periodically with the approval of the Director which will be binding on the Caterers/Vendors.

28. The Caterers/Vendors at all times will keep the cook house/dining hall/washing area free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the Vendor at all times. Disinfestation should be done weekly or monthly as decided by the mess committee at their cost.
29. The Caterers/Vendors shall deposit an Account Payee Demand Draft, Fixed Deposit Receipts, Banker's Cheque of Rs. **5,00,000/-** (Rupees Five Lakh only) in favor of the **Chief Warden, Halls of Residence**, NIT Rourkela, towards security deposit. EMD amount will be converted to security deposit for successful bidders; the rest amount should be deposited within fifteen days from the date of issuance of work order/contract otherwise, placed contract will be cancelled. The security shall be released within one month of the termination/ completion of the contract and realization of the dues, if any.
30. The Caterer/Vendor shall claim actual monthly mess bill to the designated officer of the hall, for payment within seven days of the successive month along with wage sheet, attendance sheet, EPF, ESI deposit & ECR copies.
31. The Institute shall provide limited amount of living accommodation to the staff engaged by the Caterer/Vendor. Such accommodation shall be handed over to the Institute in vacant state on termination of the contract in any manner what so ever and at any time earlier at the instruction of the Institute. In case premises are not handed over in the manner as referred here in above, the Institute shall be entitled to remove the possession of unauthorized occupants by use of such force as may be required.
32. The contract will be split among more than one Vendor on the L1 price basis.

B. PENALTY:

1. Any member of the designated student committee or officer-in-charge or any person authorized by the institute can inspect the mess, kitchen or any process without any prior notice to Caterer/Vendor.
2. In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, appropriate punitive action shall be taken.

A guide line of different penalties are as follows:

- i) Unavailability of Complaint Register in the mess hall/discouraging the complaint would lead to a fine of Rs. 5,000/- on the caterer/vendor.
- ii) Three or more complaints within a two-week period of insects and/or foreign object cooked along with food or found in any food item would invite a fine of Rs. 10,000/- on the caterer.
- iii) If food for any meals gets over within timings of mess and waiting time is more than 15 minutes for lunch or dinner, and 10 minutes for breakfast or tea & snacks , then a fine of Rs.10,000/- would be imposed on the caterer/vendor. The timing for that meal will be extended equivalent to delay time.
- iv) Three or more complaints of unclean utensils within a two-week period would lead to a fine of Rs. 7,000/- on the caterer/vendor.
- v) If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the caterer/vendor.
- vi) Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 6,000/- on the caterer/vendor.
- vii) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or poor quality, then a fine of Rs. 5,000/- for each occasion will be imposed.
- viii) Oil once used should not be reused. If reuse of oil is found, penalty of Rs. 10,000/- will be imposed.
- ix) Kitchen & Dining hall should be kept clean. If it is not kept clean, a fine of Rs. 5,000/- for each occasion will be imposed.

- x) Items like Aji-no-moto, Baking soda, coloring items etc. are banned and they should not be used, if they are found in kitchen premises, penalty of Rs. 10,000/- for each occasion will be imposed.
- xi) Absence of Caterer/Vendor or his representative empowered to take decision from mess committee meetings on due invitation will attract a fine of Rs. 20,000/- on caterer/vendor.
- xii) Waste management and drain cleaning on regular basis. If it is not clean, then a fine of Rs. 5,000/- on caterer/vendor.
- xiii) Any other items liable for penalties as per terms and conditions will be decided by HMC (Hall Management Council).

C. OTHER TERMS & CONDITIONS:

1. The Vendor after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The Vendor shall discharge its responsibility strictly adhering to this scope and shall ensure proper food service as per frequency indicated in the contract.
3. The Vendor while discharging, its aforesaid of responsibility shall carry out the instructions of Warden/Asst. Warden from time to time.
4. The NITR shall provide storage space for the agency/firm/Vendor at a suitable place inside the Mess premises. The agency/firm/Vendor shall ensure that all the tools/tackles along with required raw materials etc. are kept at the appropriate place, specified for the purpose, as provided by the Hall of Residence.
5. The waste materials if any, collected during the food processing shall be disposed of at the designated place.
6. Utmost care is to be taken while cleaning to avoid any damage to the fixtures and accessories installed in the mess premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/Vendor and the agency/firm/Vendor shall be liable to compensate the loss, if any to the NITR, which shall be recovered from the bills accrued to the agency/firm/Vendor.
7. The agency/firm/Vendor shall obtain written permission in respects of all its staff and officials for entry and working inside the hall premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of the Chief Warden's office is prohibited.
8. The agency/firm/Vendor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/Vendor, and they shall have to behave soberly at all times while functioning in the hall. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/Vendor.
9. Payment will be made/ released on monthly pro-rata basis to the agency/firm/Vendor during the preceding month based on the certification by concerned Warden and countersigned by the Chief Warden.
10. The assets and equipment's provided by the Institute shall be property of the Institute and agency/firm/Vendor shall be merely the custodians of such assets and equipment's. On termination/ expiry of contract. Any such property shall be handed over to the Institute in proper working condition.

C. LIQUIDATED DAMAGES

The agency/firm/Vendor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/Vendor shall be liable for **liquidated damages** subject to a **maximum limit off 10% of the monthly bill.**

D. RISK AND COST

1. In case of stoppage of performance or non-attendance to the job in extending Food services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the NITR at the risk and cost of the agency/firm/Vendor through alternate source.
2. Neglect or failure on the part of the Vendor to execute the work will be carried out by alternate source at the risk and cost of the Vendor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

E. PAYMENT TERMS:

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Vendor shall be paid against bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Vendors' permanent employees and his laborers' contribution towards PF, ESIC and pension with his jurisdictional RPF commissioner and also proof of payment of wages to his workmen shall be prepared and submitted by the Vendor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque within 30 days from the date of clear invoices, PF, ESIC documents and any others document by the Vendor. For this purpose the Vendor should give the details of the name of the bank, branch and account no. before submission of the first R.A bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.
- iv. Payment shall be regulated as per terms of contract.
- v. Deduction of applicable taxes will be made including TDS & Certificate will be issued by finance & accounts department for such deductions.

F. WORK TO THE SATISFACTION OF NIT: The Vendor shall execute the work efficiently and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the Vendor is free to deploy his manpower male or female as the case may be.

G. SECURITY DEPOSIT: The EMD of the successful bidders shall be automatically converted to performance security. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

H. INDEMNITY- The Vendor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the Vendors.

32. Contract validity: Initially period of contract will be for one year. Further, the Contract may be extended on year to year basis based on satisfactory performance of the vendor reviewed annually. In case of extension the awarded monthly price in contract may be increased by 5% annually considering market price escalation.

Typical Mess Menu:

Days	Breakfast	Lunch	Snacks	Dinner
Monday	Common items + any one breakfast items* from oily and non-oily list	Veg. Lunch Common items + one item* from Dry list + One item* from Gravy list	Common items + 1-snack main item	Veg. Dinner Common items + one item* from Dry list + One item* from Gravy list
Tuesday	Common items + any one breakfast items* from oily and non-oily list	Veg. Lunch Common items + one item* from Dry+ One item* form Gravy list	Common items + 1-snack main item	Veg. /Non Veg. Dinner Common items + one item* from Dry list + One item* form veg/Non Veg. list
Wednesday	Common items + any one breakfast items* from oily and non-oily list	Non Veg./Veg. Lunch Common items + one item* from Dry list + one item* from Non-veg/Veg list	Common items + 1-snack main item	Non Veg./Veg. Dinner Common items + one item* from Dry list + one item* from Non-veg/Veg list
Thursday	Common items + any one breakfast items* from oily and non-oily list	Veg. Lunch Common items + one item* from Dry list + One item* form Gravy list	Common items + 1-snack main item	Veg. /Non Veg. Dinner Common items + one item* from Dry list + One item* form veg/non veg. list
Friday	Common items + any one breakfast items* from oily and non-oily list	Non Veg./Veg. Lunch Common items + one item* from Dry list + one item* from Non-veg/Veg list	Common items + 1-snack main item	(Special Dinner) Veg Biryani + one item from mushroom list/ non-veg biriyani; plain rice; poori; Raita+ one item* from Dry list + Ice-cream / Sweet
Saturday	Common items + any one breakfast items* from oily and non-oily list	Veg. Lunch Common items + one item* from Dry list + One item* form Gravy list	Common items + 1-snack main item	Non Veg./Veg. Dinner Common items + one item* from Dry item + one item* from Non-veg/Veg list
Sunday	Common items + any one breakfast items* from oily and non-oily list	(Special lunch) Naan; roti; poori; plain rice; Dal Fry + one item* from Dry list; Non Veg = Tandoori Chicken (150 gm.) Veg = One item from Paneer list + one item from Mushroom list; Ice-cream / Sweet	Common items + 1-snack main item	Veg. Dinner Common items + one item* from Dry item + one item* from Gravy list

* Choices may be provided.

Quantity of the items:

01. Milk – 150ml. 02. Conflakes (Mohan's) – 50 gm, 03. Tea – 70ml. 04. Curd – 100gm. 05. Chicken – 100gm. 06. Fish – 100gm. 07. Morton – 80gm. 08. Egg Curry – 02pcs egg. 09. Paneer – 75gm. 10. Mushroom – 100gm.

NOTE: Weekly one day special lunch and dinner should be served.

1. Common items for breakfast:

- Any one option from milk/tea/coffee.
- Any one option from (Cornflakes + milk/ bournvita + milk) or boiled egg (02 Nos.) or Bread, butter and jam.
- Any one option from Fruit salad or sprout.

2. Common items Lunch: Rasam/Sambar/Kara kulambu/Vatta kulambu; Toor dal; Dalma/Chana dal/Masoor dal/Moong dal; Tomato chutney/pickle/salad/chips/papad/curd/dahi boondi/dahi brinjal/dahi raita; roti/chapatti; rice.

3. Common items Snacks: Tea/coffee/milk/nimboo pani; bananas/water melon/fruit salad/other fruits.

4. Common items Dinner: Rasam/Sambar; Dal; Roti; Rice.

Main items:

1. List of Breakfast main items:

- a. **Oily items:** vada with chutney and sambar; chole bhature with muttor sabjee or other sabjee; masala puri with aloo sabjee or sabjee; puri with aloo sabjee or other sabjee; onion utthappam with chutney and sambar; plain dosa with chutney and sambar; masala dosa with chutney and sambar; paratha with curd and aloo sabjee; aloo paratha with curd; pongal with chutney and sambar.
- b. **Non-oily items:** Idly with chutney and sambar; suji upma with sabjee; sevai upma with sabjee; poha with sabjee; dhokla; oats idly with chutney and sambar.

2. List of Dry and Gravy items:

- a. **List of Dry items:** bhendi masala, baigan masala, kadai bhendi, potal fry, karela fry, roast cauliflower korma, aloo potal, aloo gobi, aloo bhindi, barbate fry, beans fry, capsicum chilli, potato spring onion curry, sag, raw banana bhaja, finger chips, karela aloo fry, green peas fry, veg do pyaza, broccoli mix-veg fry, bhoondi masala, beetroot channa, french fries, boondi bean fry.
- b. **List of Gravy items:** palak muttor curry, soyabean curry, aaloo pakodi curry, ghanto curry, navratna kurma, kabuli channa curry, mixed veg curry, veg kurma, corn capsicum masala, aloo muttor curry, kala channa curry, aloo channa curry, rajma curry, lobia curry, aloo posto, drumstick curry, cabbage curry, aloo tamatar curry, bhindi masala gravy, methi matar masala, channa palak, lauki channa dal, aloo gobi muttor curry, capsicum curry, beetroot curry, beans curry sag curry, sarson sag curry, palak tomato, chickpeas curry, lauki curry, dhal makkani, sprouts curry, baby corn masala.

3. List of Snack main items: samosa; jalebi; pav-bhaji; masala dosa; vada pav; chana chat; papdi chat; ghugni chat; samosa chat; dahi vada; noodles; aaloo chop; bread chop; cutlet; mirchi bhaji; onion pakodi.

4. List of Veg. items:

Paneer butter masala; palak paneer; kadai paneer; sahi paneer; malai kofta; chilli paneer; paneer tikka masala; paneer bhurji; paneer lababdar; paneer masala; paneer makhani; paneer kolhapuri; achari paneer; paneer makhanwala; paneer handi; muttor panner; methi paneer; paneer korma; mushroom masala, corn palak, corn muttor curry, palak mushroom curry, kadai mushroom, mushroom curry, aloo mushroom curry.

5. List of Non Veg. items:

Butter chicken; tandoori chicken; chicken tikka masala; chettinad chicken; chicken curry; Mughlai chicken; chicken dhansak; chicken sagwala; egg curry**; mutton curry**; Prawn Curry/Ghanta**.

6. List of sweets:

Gulabjamun, rasgulla, pahala rasgulla, motichoor laddu, kheer, custard, carrot halwa, jalebi, coconut laddoo; chenna podo.

** item are to be provided once in a week as non-veg item

When mutton curry is served as non-veg item, veg meal is to be compensated with Sweet + Ice cream/Sweet curd.

Grocery brands recommended by the Institute:

Sl. No.	Item	Brand
1.	Rice	Zayaka, Neelakantha (India Gate for Biryani/Pulao)
2.	Atta	Grihasthi, Aashirvaad
3.	Besan	Grihasthi/Nature Fresh
4.	Maida, Suji	Neelachakra
5.	Dal (Arhar)	Kora dal No. 1
6.	Dal (Mug)	Kora dal No. 1
7.	Dal (Urad)	Kora dal No. 1
8.	Soya Badi	Grihasthi/Nutrella/Ruchi
9.	Vermicelli	Grihasthi/Ruchi
10.	Cooking oil (Refined oil) (Sun flower)	Sweekar/Saffola Tasty/Sundrop/Nature Fresh (Use of Hydrogenated (vanaspati) oil is prohibited)
11.	Cooking oil (Mustard oil)	Engine/Saffola
12.	Spices	Grihasthi/MDH/Everest
13.	Tea	Red Label/Tata Gold/Tata Premium
14.	Coffee	Nescafe/Bru
15.	Butter, Jam, Sauce	Amul/Kissan/Maggi/Del Monte/Mother Dairy/Heinz/Prime/Vadilal
16.	Ice-cream	Amul/Dinshaw's/Vadilal
17.	Milk	Omfed/Amul/Mother Dairy
18.	Curd	Amul/Omfed/Mother Dairy/Paras/Madhuban
19.	Paneer	Amul/Omfed
20.	Green Peas/Baby Corn/Corn	Ruchi Fresh/Bangur
21.	Salt	Tata/Annapurna/Nature Fresh/Aashirvaad
22.	Pickle	Mother's/Pravin/Priya/Nilons
23.	Instant Noodles	Maggi/Top Ramen
24.	Papad	Lijjat
25.	Bread	Mayfair/Max/Metro Gold
26.	Green Vegetables	Fresh Vegetables
27.	Durable Vegetables	Top Quality
28.	Fish/Prawn/Eggs	Top Quality
29.	Chicken	Fresh Chicken
30.	Mutton	Fresh Mutton

The Caterer/Vendor may use any other FPO approved brands only if permitted by the competent authority with due recommendation.

Desired operational conditions:

Sl. No.	Item	
1.	Dal/Water proportion	30gm. Per boarder, Dal: Water- 1:3
2.	Dal/Rice proportion in Idli/Dosa/and Tiffin items	Dal:Rice-1:2:5 (Dosa) Dal:Rice-1:2 (Idli)
3.	Cleanliness of Utensils	On Regular Basis
4.	Cleanliness of Surrounding	On Regular Basis
5.	Cleaning of Staff Toilet	On Regular Basis, use liquid soap containers on wall
6.	Garbage disposal	Daily, as per timing agreed with Vendor (2 times in a day)
7.	Separation of food and non-food items in disposal	Should be done
8.	Use of machine provided	All machines provided to the Halls should be used regularly. #
9.	Adequacy of staff	Student: staff – 30:1 (On Roll) 33:1 (Min. Staff process in any meal)
10.	Staff dress, Cleanliness, Training	All employees in clean dress only
11.	Notices, Information displayed	All times
12.	Oiliness of the food	Less
13.	Tea (Quality, proportion of milk)	Excellent, 1:1
14.	Drinking water supply and quality	Aquaguard
15.	Disposal of used plates (speed & hygiene)	Immediate, VIM powder/soap/liquid for washing then Lizol for mopping.
16.	Cleanliness of Dining Hall and furniture	Should be cleaned after all meals with Lizol (3 times in a day)
17.	Cleanliness of Kitchen	On Regular Basis (3 times in a day)
18.	Wash Basin	Dettol hand wash liquid should be provide

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