



# **NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA -769008 ODISHA**

**Tender Reference No: - NITR/PW/2019/156**

**Dated: 21/10/2019**

## **TENDER FOR RUNNING OF THE INSTITUTE CANTEEN (GROUND FLOOR & FIRST FLOOR) AT NIT ROURKELA**

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 6000 students studying in the campus at a time. We have around 800 Faculty and Staff members working under various departments/centres of the Institute. To fulfill the everyday food and refreshment need, the Institute has a two storied Canteen Building (Ground Floor & First Floor) at the center of the academic area. Eligible Firms/Caterers/Restaurant owners/Individuals with proven track record and repute are invited to submit their proposal for operating those Institute Canteens in the academic area through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>) under following terms and conditions.

### **A. BUSSINESS OPPORTUNITIES:**

1. There are around 30 numbers of Departments/ Offices located inside the academic campus. For the day to day food and refreshment needs, these departments/ offices are fully dependent on these Canteens.
2. The Institute conducts various meetings, seminar, conferences etc. where the mass of people have a requirement of snacks, refreshments, Tiffin and lunch. The Canteen should be well equipped to cater these everyday needs of staff and students.
3. The Institute also conducts various athletic meets, technical festival, spring festival, inter-Institute cultural meet and a number of student oriented functions. The location of the Canteen to the proximity of Audiovisual Hall makes it a perfect hangout and food destination for this huge student mass.
4. The add on advantage of these Canteens are that these are the only two Canteens which serves both cooked and ready to serve food items in the whole 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.

## **B. OPERATIVE TERMS & CONDITIONS:**

1. The canteen shall be operated from **1<sup>st</sup> January 2020**, failing which the security money will be forfeited and the next eligible bidder will be offered.
2. The Caterer shall keep the Canteen open from **7.00 A.M to 10.00 P.M.** every day including Saturdays and Sundays. Extra hours may be added to the duration, if there is a demand from users. The Institute may change the time depending upon the convenience. The operative hours and menu can be different on holidays.
3. The Canteen shall not be closed without prior permission of the Institute.
4. The Canteen can sell all types of cooked and ready to serve hygienically prepared food items including Tiffin, Snacks, Lunch, Refreshments and Bakery items at approved rates.
5. The Caterer shall sell and serve only such items as approved by the Institute. The rates for different items shall be as per the approved list. Any change (increase or decrease) has to be approved by the Institute. If any item not specified in the agreed list is served, the rates of the same must be approved by the Institute.
6. The Caterer shall make arrangements for keeping eatable in glass covered showcase, free from flies. The Caterer must use insect killer to keep the store free from insects and flies.
7. 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 operation of the facility is not hampered.
8. The Caterer shall be solely responsible to provide safe and hygienic food to the customers 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.
9. Only purified water (purified by Aquaguard / Modiguard or other purifier of similar standard) has to be served in the Canteen.
10. The Caterer shall display the list of items and rates at an appropriate place in the canteen.
11. The Caterer should be able to provide snacks and food as per requirement for meetings, conferences, seminars and other functions of the Institute at mutually agreed rates.
12. The Caterer must have sufficient equipment, utensils, crockery, cutlery, and other infrastructure to provide the uninterrupted service at all times.
13. All furniture and sitting arrangement is to be done by the Institute but maintaining the standard and looks of the interior shall be the responsibility of the Caterer. However, water cooler, refrigerator etc. presently available in the Institute may be provided to the Caterer against fixed rent as decided by the Institute authority.
14. The Caterer is forbidden from giving credit to students and staff of the Institute.
15. The premises of the Canteen shall not be used for any other purpose.
16. Selling of harmful items e.g. Cigarette, alcohol, pan masala, gutkha are strictly prohibited in the Canteen.
17. The Caterer has to provide uniform to his employees rendering canteen services. He has to ensure that his staffs are always dressed in clean and tidy uniforms while on duty.
18. The Caterer shall maintain the canteen premises in good condition and keep it clean and tidy always.

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. No trash is to be thrown inside or outside the canteen premises except in properly covered bins supplied by the Caterer.
21. 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.
22. 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. In case of deficiency, the Institute administration shall levy fine or terminate the contract with immediate effect.
23. The Caterer shall refrain from significant subcontracting of the task. If it is proposed to sub-contract a part of the operation, it can only be done with consent of Director, NIT, Rourkela.
24. The Caterer shall not perform any act that would violate the statutory obligations laid down by the competent authorities. Further, he 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 Caterer is found to be involved in any type of malafide 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.

**C. STATUTORY OBLIGATION:**

1. 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.
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 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.
3. The Caterer shall not employ any minor for the contract work as prohibited under Labour Act.
4. 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 Caterer. The Institute shall in no way be liable for any such incident occurring during or in connection with the contract.
5. 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.

**D. MODE OF SELECTION:**

1. A committee appointed by the Director will examine all the Technical Bids on the basis of the following:
  - a. **Organization:** Credentials of the Caterer denoting the size of the organization, financial soundness and number of skilled personnel.
  - b. **Experience:** Major and minor jobs undertaken during the past years, particularly Government and government agencies, educational Institutes, PSUs and major Private sector firms.
  - c. **Quality:** The menu, quality and price of the items.

2. The Finance Bid of all the technically qualified bidders shall be opened and H1 bidder for both the canteens shall be awarded the contract. When there will be more than one H1 bidder for one Canteen or any single bidder is H1 for both the Canteens, the decision of the committee to award the contract is final. No bidder is allowed to challenge the decision of the committee.
3. The canteen has a two storied building and kitchen is located in both the floors. The Institute shall allot the canteens floor-wise to two eligible bidders.
4. 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.

**E. COMMERCIAL TERMS & CONDITIONS:**

1. Security Deposit: The eligible Caterers shall deposit security amount as per the following in the form of bank draft in favour of the Director, National Institute of Technology, Rourkela payable at Rourkela.
  - Ground Floor Canteen - **Rs. 50, 000/-** (Rupees Fifty Thousand only)
  - First Floor Canteen – **Rs. 30,000/-** (Rupees Thirty Thousand only)

The Security Deposit shall be released within one month from the termination / completion of the contract and realization of dues, if any at the time of termination / completion.
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 Minimum License fees per month for the canteens are as per the following.
  - Ground Floor Canteen - **Rs. 8,000/-** (Rupees Eight Thousand only)
  - First Floor Canteen – **Rs. 6,000/-** (Rupees Six Thousand Only)
4. The Caterer shall pay the electricity charges as per the meter reading (H.T. Rate + 10% as Institute Service Charges) and also a fixed water charges, in addition to the monthly License Fee.
5. The License fee and Electricity charges should be cleared within one week of receiving the bill. If the caterers do not deposit the License Fee and Electricity Charges for two months consecutively, then appropriate action deemed fit shall be taken by the Institute.
6. The Caterer 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 Caterer 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 shall be solely responsible for its personnel and assets.

**F. CONTRACT VALIDITY:**

1. The contract will be operative for a period of **one year i.e, 01.01.2020 to 31.12.2020**. 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 week'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 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 without any compensation.
- (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 without any compensation.
- (d) The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week without any compensation.

During the period of termination of contract in any of the situation contemplate above; the Caterer shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Caterer 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 Caterer 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 canteens in the campus on any working day. In case of any further clarification, the bidders may contact

Prof. S. K. Patra, (LS)

PIC (On Campus Business)

Tel No. 0661-2462683

Email Id. [samirp@nitrkl.ac.in](mailto:samirp@nitrkl.ac.in)

Or

Dy. Registrar (Purchase & Works), NIT, Rourkela

Tel No. 0661-2462051 /2082

Email Id. [purchase@nitrkl.ac.in](mailto:purchase@nitrkl.ac.in) / [sonwanis@nitrkl.ac.in](mailto:sonwanis@nitrkl.ac.in)

- 2. The bidders must submit Technical & Finance Bid separately.
- 3. The submitted bid will be valid for a period of **120 days** from the date of opening of technical bid.

4. The Technical Bid should mention the following aspects of the Agency/Caterer
  - a) Techno-Commercial aspects (including FSSAI License).
  - b) Financial Soundness.
  - c) Credentials.
  - d) Proposed list of food items to be served in the canteen.
  - e) Dully filled-in and signed Annexure-I (along with relevant documents) and Annexure-II.
5. In the Finance Bid, the bidder has to mention the offer rate of License Fee in the **BOQ Format** given in the e-Procurement module of CPP Portal subject to the minimum rate mentioned above. The Bid Price of the License Fee below the minimum rate fixed by the Institute shall be rejected.
6. E.M.D of **Rs.10,000/- (Rupees Ten thousand only)** and Tender Cost(Non-Refundable) of **Rs. 500/- (Rupees Five Hundred)** has to be deposited by the bidders in the shape of demand draft/Banker's Cheque in favor of "**Director, NIT, Rourkela**", payable at **Rourkela**. The EMD and Tender Cost must be deposited with **Registrar, NIT, Rourkela** in a sealed envelope super scribing the Tender Name, Tender Notice No. & date on or before **19/11/2019 at 03:30 PM** through **Regd.Post / Speed Post /Courier** only. The Bids without submission of EMD & Tender Cost will not be honored and liable to be rejected. The DD/ Banker's Cheque for the EMD should be valid for a period of 45 days beyond the bid validity period from the date of opening of bids. The E.M.D will be refunded to unsuccessful bidders within a month of finalization of tender.
7. The bidders have to submit their bids through e-procurement module of CPPP site (<https://eprocure.gov.in/eprocure/app>) only.
8. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
- 9. Last date for submission of bid : 18/11/2019 by 03:30 PM**
- 10. Date of opening of technical bid : 19/11/2019 at 03:30 PM**
11. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Sd/-  
Registrar**

***On The Letter Head of the Firm***

**PROPOSAL FOR RUNNING THE INSTITUTE CANTEEN (GROUND FLOOR & FIRST FLOOR) AT NIT 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. Details of FSSAI License : \_\_\_\_\_
5. PAN, VAT, SERVICE TAX Registration No.(If Any) : \_\_\_\_\_
6. EPF/ ESI Registration No.(If Any) : \_\_\_\_\_
7. Valid Labour License (if applicable) : \_\_\_\_\_
8. Name of the person responsible for Management : \_\_\_\_\_
9. Details of Experience in similar business : \_\_\_\_\_  
(Copies of relevant document may be enclosed)
10. EMD Particulars: Bank Draft No. \_\_\_\_\_ Date \_\_\_\_\_ for Rs. \_\_\_\_\_
11. Proposed Staff list and qualification of senior and managing staff : Use separate sheet
12. Any other information ( give details) : Use separate sheet

Date: \_\_\_\_\_

**Signature of the Authorized Person**

Place:

**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.

**(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 \_\_\_\_\_

I / We, the undersigned, declare that:

1. I / We have examined the tender document and its terms and conditions and have understood the details.
2. I / We are ready to execute in conformity with the tender document the contract in case I am / we are found successful as a tenderer.
3. If my / our bid is accepted, I / we undertake to comply all other formalities as per tender document and work order.
4. I / We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
5. I/ We accept all the terms and conditions of this Tender document and undertake to abide by them.
6. The detailed particulars of the tenderer is mentioned separately.

Yours sincerely

Date :

Place :

**(Name and Signature of Tenderer  
with Stamp of the firm)**