



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

**Advertised Tender Enquiry**

**Tender Notice No.: NITR/PW/FTBI/2021/259**

**Dated: 12.05.2021**

**General terms & conditions  
for Lease Of FTBI Cafeteria at TIIR Building, NIT Rourkela**

Proposals are invited through **e-Procurement Module of Central Public Procurement Portal (CPPP)** (<https://eprocure.gov.in/eprocure/app>) for the leasing of "FTBI CAFETERIA AT TIIR BUILDING NIT ROURKELA". The details of the Cafeteria, Tender Cost to be deposited and monthly license fee are given below: -

<b>Sl. No.</b>	<b>Description of Cafeteria</b>	<b>Size of Cafeteria</b>	<b>Type of Cafeteria</b>	<b>Tender Cost (Rs.)</b>	<b>Minimum license fee(Rs)/pm</b>
01	<b>FTBI CAFETERIA_ In the ground floor of TIIR Building, NIT Rourkela</b>	22.8 ft x 22.8 ft = 519.84 Sq.ft	<b>Snacks, Lunch, Fast Food, Tea/Coffee : Computerized Billing</b>	<b>500/-</b>	<b>12,000/-</b>

**BUSSINESS OPPORTUNITIES:**

1. For the day to day food and refreshment needs of whole TIIR Building staff, students and visitors, they are fully dependent on this proposed Cafeteria.
2. The FTBI, Dept. of PA and Training and Placement Centre conducts various meetings, seminar, conferences etc. where the mass of people have a requirement of snacks, refreshments, Tiffin and lunch. The Cafeteria should be well equipped to cater these everyday needs of staff and students.
3. The FTBI holds regular meeting, Presentation, Conference and workshops, added with T&P on the other side, Planning & Architecture in the 2nd floor of the building.

The proposal should be submitted through e-Procurement module only as per the format given in the Tender document within the stipulated date and time mentioned below. Proposals received after the due date cannot be considered. All proposals should be super scribed with the text "**FTBI CAFETERIA AT TIIR BUILDING NIT ROURKELA**" with tender number and due date.

1. The proposal should be filled in neatly. Over-writing and erasing shall make the proposal liable to be rejected. Every cutting must be initialed by the Proposer.
2. **Tender Cost:** Tender Cost (Non-Refundable) in the shape of Demand Draft for **INR 500/- (Rupees Five Hundred Only)** in favor of "**Director, NIT Rourkela**" payable at **Rourkela** from any Schedule Commercial Bank except Co-operative and Gramin Bank. 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; on or before 03/06/2021 at 11:00 AM**, failing which the bids will be summarily rejected.

3. **Bid Security:** It is mandatory to submit the "**Bid Security declaration**" form as mentioned in **Annexure I**, failing which the bid will be summarily rejected.
4. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD & Tender Cost provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
  - i. Khadi and Village Industries Commission (KVIC)
  - ii. National Small Industries Corporation (NSIC)
  - iii. Any other body specified by Ministry of MSME/GOI
5. **Security Deposit:** The Security Deposit of **Rs. 1,00,000.00 (Rupees One Lakh Only)** shall be deposited by the Licensee within 15 days of allotment of the Cafeteria which shall be refunded within one month after realization of the Institute dues, if there would be any on termination of the contract or after the expiry of the license period. And the security deposited amount will not attract any interest.
6. It is a two bid tender with separate covers viz. **Technical bid (Cover-I) and Price bid (Cover-II)**, which are to be submitted by bidder through e-procurement module available in CPP Portal(<https://eprocure.gov.in/eprocure/app> ) and your bid should be valid for a period of **120 days** from the date of opening of technical bid.
7. **Technical Bid Evaluation Criteria(Cover-I):** Technical bids will be evaluated based on the
  - i. Valid Food License from FSSAI.
  - ii. Financial Capacity: The Bidding firm should have at least 10 lakh in any of last three financial years. (i.e. FY 2017-18, 2018-19, 2019-20). [In proof – Copy of Profit and Loss Statement, Balance Sheet and ITR have to attached in technical bid]
  - iii. List of no. of skilled personnel to be deployed at NIT Rourkela Cafeteria.
  - iv. Minimum 3 years of experience in similar business is mandatory.
8. **Financial Bid Evaluation Criteria (Cover-II):** Financial bids of all the technically qualified bidders shall only be opened and H1 bidder shall be awarded the contract. Bidders quoting the license fee below the minimum rate shall be rejected. If there will be multiple H1 bidder, the decision of the committee to award the contract will be final. No bidder is allowed to challenge that decision.
9. In addition to this, electricity charges (**H.T. rate + 10% Institute Service Charge**) as per the meter reading has to be paid in every month.
10. The licensee shall be required to deposit license fee in two different account of Institute which will be mentioned in the Allotment Order, electricity charges, water charges and other charges within 7<sup>th</sup> of the subsequent month. If licensee failed to deposit the same within the stipulated period for two consecutive months, then the Institute may disconnect the electricity and water connections, cancel the license and lock the premises without issuing any further notice. The security deposit amount in such cases shall be forfeited.

11. The lease period will be for the period of **three years from the date of grant of license** unless terminated earlier by the Institute for violation of any of the terms and conditions of the Lease/Agreement. The lease period is likely to be extended indefinitely on year to year basis on approval of the Institute.
12. The ownership of the shop and its legal possession will remain with NIT Rourkela. The licensee will have right to use the Cafeteria Place as licensee during the license period for the approved business only.
13. The Caterer shall keep the Cafeteria 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.
14. The Cafeteria 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.
15. 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.
16. The Caterer shall be solely responsible to provide safe and hygienic food to the customers at all times. The PIC/HOC(FTBI) along with FTBI steering Committee 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.
17. Only purified water (purified by Aquaguard / Modiguard or other purifier of similar standard) has to be served in the Cafeteria.
18. The Caterer shall display the list of items and rates at an appropriate place in the Cafeteria.
19. 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.
20. The Caterer must have sufficient equipment, utensils, crockery, cutlery, and other infrastructure to provide the uninterrupted service at all times.
21. All furniture and sitting arrangement is to be done by the Caterer and maintaining the standard and looks of the interior shall be the responsibility of the Caterer. However, aqua guard, basin etc. presently available in the said area may be provided to the Caterer against fixed rent as decided by the Institute authority.
22. The Caterer is forbidden from giving credit to students and staff of the Institute.
23. The Caterer has to provide uniform to his employees rendering Cafeteria services. He has to ensure that his staffs are always dressed in clean and tidy uniforms while on duty.
24. If the Cafeteria remains closed for more than 7 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the Cafeteria and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
25. The Cafeteria should remain open during the time as decided and intimated by the Administration from time to time.
26. The lease will be temporary and the successful Proposer will have to execute a Lease Agreement and he/she will abide by all the terms and conditions of the lease.

27. The Licensee shall strictly observe and follow all the orders and instructions issued by the Institute or its officers from time to time. In case of non-compliance of orders and breach of any of the terms and condition of Lease Agreement, the lease/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
28. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the Cafeteria premises.
29. During the period of lease, if the Cafeteria place is required by the Institute, the lease can be cancelled and the Licensee shall have to vacate the area within the time specified in the order. In case of such an eventuality, no compensation except proportionate lease amount for the unexpired period of lease shall be returned.
30. The Licensee shall not transfer or sublet the Cafeteria place or any part of the premises leased out to him/her. In case the Licensee is found to sublet the shop his/her lease will be cancelled immediately.
31. The Licensee shall not make any addition/alteration in existing immovable structure without prior approval of the Institute. In case the Licensee is found to make addition/alteration in the immovable structure his/her lease will be cancelled immediately.
32. The licensee shall arrange his own furniture in the Cafeteria place.
33. The Institute shall be entitled to recover any outstanding dues including penalty/fines, License Fees and other dues from security deposit of the Licensee.
34. The Licensee will not be allowed to open the facilities of the Cafeteria to the outsiders. The Cafeteria is solely meant for use by the Residents, Students, Visitors and Staffs of the Institute.
35. The Cafeteria will be on Non-Exclusive basis and more than one Cafeteria of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other shop is constructed in the Institute campus or in case there comes in existence any authorized shop. The Licensee shall equip the shop for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.
36. The items/menu shall be sold/served in the Cafeteria as decided by the Institute / FTBI Steering Committee from time to time.
37. Articles required/sold shall be of the best available quality, reliable and economical. The approved food items sold/ stored for sale in the Cafeteria shall be of good quality. If anything sub-standard quality found, the Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction thereof.
38. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the competent authority and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
39. Only such articles shall be offered for sale, which are particularly approved by the Institute for the Cafeteria. The Institute may order in writing to prohibit the sale of the articles, which are in contravention of the instructions. The Institute can impose a fine up to Rs. 500/- on each default.

40. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not. **Also payment against any purchase through online mode is mandatory.**
41. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license can be imposed.
42. The Licensee shall keep a Complaint Book which shall be made available on counters to the Customers and authorized Officer(s) of the Institute shall have the right to see all these Complaint Books as and when required.
43. In case of any default, complaint or deterioration of requisite quality of items, the Licensee shall be liable to pay reasonable penalty levied by the Institute and shall deposit the penal amount as per direction of the Institute.
44. The Licensee should not be permitted to keep any items not included in the Rate List approved by the Institute, where applicable. Over charging of rates is strictly prohibited. In case of default, his license will be cancelled.
45. The sale of Narcotics, tobacco, alcohol and dangerous goods is strictly prohibited in shop. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
46. The firm shall discourage consumption of food or drink in the said premises or its vicinity. If it is observed that such practices are happening, the items should be removed from the product list.
47. The firm shall maintain the premises in good condition and keep it clean and tidy always.
48. 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.
49. In case of any loss or damage to the Customers occurred due to him/her employee's negligence, the Licensee shall be responsible to make good the loss to the customer.
50. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
51. The Licensee will not appoint any employee without proper identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.
52. The Licensee shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
53. The firm will be responsible to ensure that the provisions as laid down in the Minimum Wages Act and any other Act or rule as may be in force from time to time are strictly and properly adhered to and the Institute will not be responsible for any such violation on the part of the firm. The Institute shall have no concern, liability or responsibility regarding any dispute between the firm and his employees, as also in respect of payment of wages, allowances or other charges of any nature whatsoever. The personnel employed by the firm shall in no case be treated as employees of the Institute for any purpose whatsoever.

54. The Licensee shall maintain the Institute property in good condition. If there is any damage to building or any other Institute property because of willful or negligent act or poor maintenance by the Licensee, the Institute will repair it at the cost of the firm and levy a service charge of 200% over the cost.
55. The Licensee shall be responsible for the repair of Cafeteria premises required, if any, during the lease period.
56. The Licensee shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the shop & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- per occasion can be imposed on the licensee by the Competent Authority.
57. No space outside the Shop for any purpose is allowed to be used. Veranda of the Shop will not be utilized for any purpose by the licensee. If any licensee of the Shop is found utilizing the veranda or open space then a fine of Rs. 500/- Shall be imposed on each occasion on the spot up to a maximum of three such offences & after that the license shall be cancelled.
58. On cancellation of lease, the Cafeteria place shall be vacated by the allottee immediately from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the shop and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.
59. In case of death of the licensee during license period, the license shall stand cancelled & will not be transferred to any member of his/her family.
60. No General Power of Attorney will be acceptable.
61. The Licensee shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in Cafeteria, if any.
62. In case of breach of any terms and conditions, the license shall be terminated without any notice and security amount & other amounts shall be forfeited.
63. The Institute shall have the right to cancel the lease after giving one-month notice without assigning any reason thereof or with immediate effect in case of some unusual situation arising and have the Cafeteria vacated at any time, on serving a notice in writing for infringement of the Agreement in part or whole. The Institute shall have the authority to impose penalty @ twice of the rent per day up to the period the Cafeteria is vacated. The decision of the Director, NIT Rourkela shall be final.
64. The Licensee shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the Director, NIT Rourkela or will be appointed by him and his decision shall be final and binding.
65. The decision of Director, NIT Rourkela in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
66. All disputes arising out during the license period shall be subject to the jurisdiction of Court of Rourkela only.
67. Additional specific condition may be imposed by the Institute whenever considered necessary and appropriate. The same shall be intimated to the firm in due course.

## **INSTRUCTIONS TO THE BIDDERS:**

1. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders may contact :

**Prof. Debayan Sarkar, PIC, FTBI**

**Ph. No: - 0661246-2230 / 2231**

**Email Id: [ftbi@nitrkl.ac.in](mailto:ftbi@nitrkl.ac.in) / [sarkard@nitrkl.ac.in](mailto:sarkard@nitrkl.ac.in)**

**or**

**Asst. Registrar (Purchase & Work)**

**Ph. No: - 0661246-2051/2082,**

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

2. The bids must be submitted electronically in the e-Procurement module only mentioning **"ADVT. FOR LEASE OF FTBI CAFETERIA AT TIIR BUILDING OF NIT ROURKELA, Tender Notice No. with Date and Last Date of Submission"** and the bid must be **uploaded with** the following documents.
  - a) Details of the Proposer. (As per Annexure-I)
  - b) Copy of the PAN CARD, AADHAR CARD, & GST Registration Certificate.
  - c) Experience & Credentials.
  - d) Acceptance of all the terms and conditions of the tender (As per Annexure-III)
  - e) Price bid (in BOQ format)
  - f) Copy of the DD as deposited towards Tender Cost.
3. Tender Documents may also be downloaded from the Institute website ([https://nitrkl.ac.in/OldWebsite/Jobs\\_Tenders/11Miscellaneous/Default.aspx](https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx) )
4. Last date for submission of bid : **Dt. 02.06.2021 by 11:00 AM**
5. Date of opening of technical bid: **Dt. 03.06.2021 at 11.00 AM**
6. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Sd/-  
Registrar  
NIT Rourkela**

**BID SECURITY DECLARATION**

Tender Ref. No.: \_\_\_\_\_ Dated \_\_\_\_\_  
Tender ID: \_\_\_\_\_

To  
**The Registrar,  
National Institute of Technology, Rourkela  
Sundargarh, Odisha-769008**

The undersigned, declare that I/We understand that, according to your conditions, a Bid Securing Declaration must support bids. I/We accept that I/We may be disqualified/ suspended from bidding for any tender /contract in your Institute (NIT Rourkela) for a period of **Five Years** from the date of notification of present tender, if I am /We are in a breach of any obligation under the bid conditions as under, if I/We

- a) Withdraw/modify/amend, impair or derogate the tender/bids, during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) Fails or refuses to execute the contract, if required, or
  - (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signed:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration) duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal  
(where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



**ON THE LETTER HEAD OF THE**  
**FIRM**  
**TENDER FOR LEASE OF FTBI CAFETERIA AT TIIR BUILDING**  
**NIT ROURKELA**

<b>Sl. No.</b>	<b>Particulars</b>	
1	Application for	LEASE OF FTBI CAFETERIA AT TIIR BUILDING NIT ROURKELA
1	Name of the Agency/Firm/Contractor	
2	Full Postal Address	
3	Other Business of the Firm	
4	Office/Residence Phone No. /Mobile No.	
5	Email Id / Office Fax No. If any	
6	Name(s) of the Proprietor/Partners	
7	PAN No. (Mandatory)	
10	GST Reg. No.	
11	Aadhar No.	
12	Volume of Business in the Financial Year	<b>2017-18 : Rs.</b>
		<b>2018-19 : Rs.</b>
		<b>2019-20 : Rs.</b>
13	Past experience in similar business or credential (enclose relevant documents)	

**Signature of the Proprietor/ Partner**

**N.B. (Please enclose the photo copy of following documents along with the form)**

1. Income Tax Return & Audited Profit & Loss A/c and Balance Sheet.
2. GST Registration No. and PAN No & Aadhar Card of the proprietor / partner(s).

**FORMAT OF PRICE SCHEDULE**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1.	Monthly License Fee	Need to quote in BOQ

**(Letter head of tenderer)**

**Ref No:** \_\_\_\_\_

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

**LETTER OF UNDERTAKING AND DECLARATION**

**To**

**The Registrar**

National Institute of Technology  
Rourkela – 769 008

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 are mentioned separately.

Yours sincerely

Date :

Place :

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