



राष्ट्रीय प्रौद्योगिकी संस्थान  
NATIONAL INSTITUTE OF TECHNOLOGY  
राउरकेला ROURKELA – 769008, ओडिशा ODISHA

Tender Reference No: - NITR/PW/2023/301

Date: 09/05/2023

**TENDER FOR RUNNING OF THE INSTITUTE CANTEEN, ACADEMIC AREA (FIRST FLOOR) AT NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA - 769008**

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/centers 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 (First Floor) in the academic area through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>).

**BID SCHEDULE**

1.	Name of the Work	Running of Institute Canteen (First Floor) at the center of academic area at NIT Rourkela.
2.	Publishing Date	<b>09/05/2023</b>
3.	Tender Type	OPEN TENDER
4.	Document download / Sale start date	<b>09/05/2023 at 02:00 PM</b>
5.	Document download / Sale end date	<b>01/06/2023 at 11:00 AM</b>
6.	Last date & Time of submission of Bid	<b>01/06/2023 at 11:00 AM</b>
7.	Technical Bid Opening Date & Time	<b>02/06/2023 at 11:00 AM</b>
9.	Monthly Minimum License Fee	<b>INR 15,000/- (Rupees Fifteen Thousand only)</b>
10.	Tender Cost (in INR)	Tender Cost (non-refundable) of <b>INR 1,000/- (Rupees One Thousand only)</b> in the form of Demand Draft in favour of " <b>Director, NIT Rourkela</b> " from any schedule commercial bank except Co-operative and Gramin bank.
11.	EMD / Bid Security Amount (in INR)	EMD/Bid Security (refundable) of <b>INR 35,000/- (Rupees Thirty Five Thousand only)</b> in the form of Demand Draft in favour of " <b>Director, NIT Rourkela</b> " from any schedule commercial bank except Co-operative and Gramin bank.
12.	Bid Validity	120 days
13.	Contract Validity	<b>One year</b> , unless extend otherwise.

## **INSTRUCTION TO BIDDERS**

### **GENERAL**

1. The contract shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and, in the terms and conditions of contract.
2. Each and every page of the bid must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Overwriting or cutting in bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make additions/alterations in the tender paper. Such additions and alterations shall be at the bidder own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The bidder shall give his/her full permanent as well as correspondence address in Annexure-I and shall also furnish/attached proof thereof.

### **ELIGIBILITY CRITERIA**

1. **Status:** The Bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited or Pvt. Limited company registered under the Companies Act. Bidder in the form of Joint Venture (JV)/ Consortium may be permitted. A proof of the status of the bidder shall be submitted.
2. **Financial Capacity:** The Bidder should have **minimum average annual turnover of Rs. 10 Lacs (Rupees Ten Lacs only)** in canteen/catering service during previous three financial years ending on 31<sup>st</sup> March 2022. Please submit documentary evidence like Audited Balance Sheet, Profit & Loss Statement and Income Tax Return etc. for the last three financial years ending on 31<sup>st</sup> March 2022. **All financial document submitted must be duly certified by Chartered Accountant.**
3. The bidder must have PAN Number and GST / GSTIN number etc. The bidder whom the contract is finally awarded shall have a GST number for such shop/outlet in question as well, if the related law so requires.
4. The Bidder should have experience of having successfully completed similar outlet(s) **during last five years ending on 31/12/2022**, in a Government/ Semi Government/ Autonomous body/ PSU, or any reputed organization etc. Interested bidder may apply along with sufficient proof of experience of **at least 3 work order / purchase order** in order to run the canteen / outlet.
5. The bidder should must possess food license as per Food Safety and Standard Act, 2006 (Self-attested copies of FSSAI license to be attached). **Please ensure that copies of all annexures of the FSSAI license showing the details of “Food category” is also attached.**
6. **Any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process.**
7. **Any firm working/having worked at NIT Rourkela but had dues pending for long amounting to issue of warning letter or their services were found to be unsatisfactory, shall be banned from tendering process.**
8. No firm or its sister’s concern shall be eligible for running more than one shop/outlet inside the Institute Campus.

## **EARNEST MONEY DEPOSIT (EMD)/BID SECURITY & TENDER COST**

1. **EMD/ Bid Security (Refundable) for INR 35,000/- (Rupees Thirty-Five Thousand only)** and Tender Cost (Non- refundable) for **INR 1,000/- (Rupees One Thousand only)** in the form of Demand Draft (DD) in favor of “**Director, NIT Rourkela**” Payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin bank. The DD for the EMD/ Bid-Security should remain valid for a period of 45 days beyond the bid validity period from the date of opening of Technical Bids.
2. EMD and Tender Cost should reach physically through speed post/ register post/courier, containing in an envelope & super-scripted with subject, tender reference number addressing to **Registrar, NIT Rourkela- 769008, Odisha; on or before 02/06/2023 by 11:00 AM.**
3. EMD/Bid security of unsuccessful bidders will be returned to them without any interest at the earliest and latest on or before the 30th day after the award of the contract to H1 bidder.
4. Bidder registered with Khadi and Village Industries Commission (KVIS), National Small Industries Corporation (NSIC) and any other body specified by Ministry of MSME/GOI as per public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these mentioned agencies must be valid as on close date of tender. Micro Small or Medium Enterprises who have applied for registration 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
5. Any bid without accompanying with EMD & Tender Cost is liable to be treated as non-responsive and rejected.
6. The Earnest Money Deposit (EMD) / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of contract, withdraws at any stage after opening of technical bid and who evades or refuses to accept the Award of Contract after being H1 within the period of validity, shall be liable to forfeiture.

## **SECURITY PERFORMANCE GUARANTEE**

Successful bidder shall have to deposit a security **amount INR 2,50,000/- (Rupees Two Lacs Fifty Thousand only)** in the form of Demand Draft/Bank Guarantee in favour of “**Director, NI Rourkela.**” The same will be returned without any interest after the license period is over and after key(s) of the licensed building is handed over by the occupant by vacating the shop. Refund will be subject to full settlement of dues payable to NITR and adjustment against damages, if any, or any other amount payable.

## **DOCUMENTS TO BE SUBMITTED, Selection will be based as per the below mentioned technical documents: -**

The bidder must attach self-attested copies of the following documents along with technical bid. **Any bid not accompanied by such documents would be liable for rejection:**

- a. Copy of the duly signed tender document along with Corrigendum/Addendum, if any
- b. Copy of requisite work experience / completion certificate issued by organization. **(at least 3 work order or purchase order with experience/completion certificate issued by organization.**
- c. Copy of Aadhar, GST Registration Certificate, PAN, **FSSAI license (all annexures must be attached).**
- d. Copy of ITR, Audited Balance Sheet and Profit & Loss Statement of previous three years ending on 31<sup>st</sup> March, 2022. (duly signed & certified by Chartered Accountant).
- e. Application for running Outlet (Annexure – I), Duly filled & Signed.
- f. Letter of Undertaking and Declaration (Annexure – II), duly signed.
- g. Copy of Certificate issued by Employee Provident Fund Organization, if applicable.

- h. Copy of Employee State Insurance Certificate, if applicable.
- i. Trade License, if applicable.
- j. The Menu, price of items must be annexed.
- k. ISO certificate on quality management system, if any.
- l. Copy of any other supporting documents as may be deemed necessary and as is required under any other provision of the bid document and not mentioned herein above.

## **SUBMISSION OF BID**

The bid shall be submitted in two parts **(i) Technical Bid (ii) Financial Bid** in the following manner: -

- i. **Technical Bid:** Technical bid shall consist of entire tender documents i.e. **Annexure – I and Annexure – II** along with all supporting documents as detailed above should be attached. All the technical documents should be uploaded online through e-Procurement module of CPP Portal. No any other mode will be entertained.
- ii. **Financial Bid:** The financial bid shall be uploaded as format mentioned in **Annexure – III only**.
  - a. The base rate of license fee is mentioned in Page no – 1 of this documents. The base rate of license fee for bidding shall be as on the date of submission of bids. As such, bidders have to quote their bids over and above the said rate.
  - b. The bid submitted below the base rate shall not be entertained and be summarily rejected.
  - c. The financial bid should be uploaded in Price Bid cover (i.e. Cover – II) only, no any other mode will be entertained.

Any bids received after the stipulate date and time as mentioned above on Bid Schedule of this document, shall be summarily rejected and will not be considered under any circumstances, whatsoever the reason, no explanation to the effect such as delay in submission of bid has been caused due to site issue, shall not be entertained.

The tender will remain valid for a period of **120 days** from the date of opening of technical bids. After the submission of bids, it shall be deemed that the bidder has undertaken to keep its tender open for acceptance for the entire period of 120 days and will have no right to withdraw the same before expiry of the said period.

## **TENDER EVALUATION**

- i. **Technical Bid Evaluation Criteria:** Technical bids will be evaluated based on the documents submitted as mentioned above.
- ii. **Financial Bid Evaluation Criteria:** 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 base rate shall be rejected. If there will be multiple H1 bidder, the decision of the evaluation committee to award the contract will be final. No bidder is allowed to challenge that decision.

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.

## **A. BUSINESS 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 for 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 the Canteen, 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> July 2023**, 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. COMMERCIAL TERMS & CONDITIONS**

1. 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.
2. **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.**
3. 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.
4. 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.
5. 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.

#### **E. CONTRACT VALIDITY**

1. The contract will be operative for a period of **one year from the date of issue of work order/purchase order/allotment order**. 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.

#### **F. OTHER GENERAL TERMS AND CONDITIONS**

1. The ownership of the shop and its legal possession will remain with NIT Rourkela. The licensee will have right to use the shop as licensee during the license period of the approved business only.
2. If the shop 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 shop and the loss will be recovered from the first Licensee till that is taken over by the second licensee.

3. The lease will be temporary and the successful bidder will have to execute a Lease Agreement and the bidder will abide by all the terms and conditions of the lease.
4. 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.
5. 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 the effect may be prominently displayed on the shop premises.
6. During the period of lease, if the shop is required by the Institute, the lease can be cancelled and the Licensee shall have to vacate the shop 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.
7. The Licensee shall not transfer or sublet the shop or any part of the premises leased out to any other person. In case the Licensee is found to sublet the shop the lease will be cancelled immediately.
8. 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 the lease will be cancelled immediately.
9. The Institute shall be entitled to recover any outstanding dues including penalty/fines, License fees and other dues from security deposit of the Licensee.
10. The licensee will not be allowed to open the facilities of the shop to the outsiders. The shop is solely meant for use by the Residents, Students, Employee, Staff and Visitors of the Institute.
11. The shop will be on Non-Exclusive basis and more than one shop of the same kind may 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.
12. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer or authorized person 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.
13. The sample of items can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of license may be imposed.
14. 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.
15. The sales of narcotics, tobacco, alcohol and dangerous goods is strictly prohibited in canteen. Further, smoking and consumption of alcohol/intoxicants in the premises are strictly prohibited.
16. The firm shall maintain the premises in good condition and keep it clean and tidy always.
17. In case of any loss or damage to the Customers occurred due to him/her employees' negligence, the Licensee shall be responsible to make good the loss to the customer.



18. No child labour shall be employed by the licensee in no case or any worker below 18 years of age. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
19. 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 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.
20. The Licensee shall be responsible for the repair of shop required, if any, during the lease period.
21. The entire business of the outlet shall be carried out in the name and at the behest of licensee.
22. On cancellation of lease, the shop 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.
23. In case of death of the licensee during license period, the license shall stand cancelled and will not be transferred to any member of his/her family.
24. 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.
25. 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 shop 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 shop is vacated. The decision of the Director, NIT Rourkela shall be final.
26. 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.
27. All the disputes arising out during the license period shall be subject to the jurisdiction of Court of Rourkela only.
28. The Institute reserves the right to cancel / reject any or all bids, or cancel the tender process, or abandon the procurement process of the service, or issue another identical tender for similar service without assigning any reason thereof.
29. 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.

**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.

**(ON THE LETTER HEAD OF THE FIRM)****APPLICATION FOR RUNNING OF INSTITUTE CANTEEN (FIRST FLOOR) AT THE CENTRE OF ACADEMIC AREA, NIT ROURKELA**

<b>Sl. No.</b>	<b>Particulars</b>		
1.	Name of the Applicant (if individual/firm/partnership firm/Pvt. Ltd./Ltd.)		
2.	Full postal address (Address of self and firm)		
3.	Office/Residence Phone No. / Mobile No.		
4.	Email id / Office Fax No., if any		
5.	PAN No. (Mandatory)		
6.	GST Reg. No.		
7.	EPF Code, if any		
8.	ESI Code, if any		
9.	Experience in year (enclosed relevant documents)		
10.	Details of quality certification, if any (proof to be attached)		
11.	Average Annual Turnover during last three years ending on 31 <sup>st</sup> March 2022.		
12.	Details of Tender Cost / Earnest Money Deposit (EMD)	Tender Cost	EMD
	a. Amount b. Demand Draft No. c. Dated d. Bank & Branch		

Date:

Place:

**Signature of the Authorized person**

**(ON THE LETTER HEAD OF THE FIRM)**

Ref. No.: \_\_\_\_\_

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

**LETTER OF UNDERTAKING AND DECLARATION****To****The Registrar**National Institute of Technology  
Rourkela - 769008  
Odisha (IN)

Ref.: Invitation for Tender No.: \_\_\_\_\_ Dated \_\_\_\_\_

I / We, the undersigned, declare that:

1. I / We have examined the tender documents and its terms and conditions and have understood the details.
2. I / We am / are ready to execute in conformity with the tender document, in case I / We am / are found successful as a tenderer.
3. If my / our bid is accepted, I / We undertake to comply all other formalities as per tender documents and work order.
4. I / We also declare that neither our firm/company 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 documents and undertake to abide by them.
6. The detailed particulars of the tenderer are mentioned separately.

Yours sincerely

Date:

Place:

**Name and Sign of Tenderer**  
**(with seal & stamp)**

**FORMAT FOR PRICE SCHEDULE****[Should only be uploaded in Price Bid Cover (i.e. Cover-II only). Not to be enclosed in the Technical Bid]**

<div style="display: flex; justify-content: space-between; align-items: center;"> <span>Validate</span> <span>Print</span> <span>Help</span> <span style="color: red; text-decoration: underline;">e BoQ</span> </div>				
Tender Inviting Authority: REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008 ODISHA				
Name of Work: Tender For Operating of Institute Canteen (First Floor) at the Centre of Academic Area, NIT Rourkela.				
Tender Notice No: NITR/PW/2023/301 DATE:- 09/05/2023				
Name of the Bidder/ Bidding Firm / Company :				
<b><u>PRICE SCHEDULE</u></b> <b><u>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</u></b> <span style="color: red;">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</span>				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Monthly License fee Rs. P	In Words
1	2	3	4	5
1.01	Operating of Institute Canteen (First Floor) in Academic Area, NIT Rourkela.	1.00		INR Zero Only

**Name and Sign of Tenderer**  
**(with seal & stamp)**