



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

Tender Notice No.: NITR/PW/CW/2023/298

Date: 15/02/2023

**TENDER FOR “PROVIDING MESS CATERING SERVICE TO HALLS OF RESIDENCE” at
NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA**

Sealed Tenders are invited through e-Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> from interested and eligible firms/companies/proprietors/individuals to provide mess catering service to halls of residence as mentioned in **Annexure-1**.

The tender document is available in e-Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> or may be downloaded from the website of National Institute of Technology Rourkela using the link: https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx

1. List of Annexures: -

Sl. No.	Particulars	Annexures	Page No.
A.	List of Halls of Residence at NIT Rourkela for Providing Mess Catering Service	ANNEXURE – 1	03
B.	Check list for preparation of Bid/Tender	ANNEXURE – 2	04
C.	Instruction to tenderer and tender processing formality	ANNEXURE – 3	05
D.	Letter of Undertaking and Format of particulars of tender	ANNEXURE – 4 & 4A	10 & 11
E.	Financial Capacity	ANNEXURE – 5	13
F.	Price bid /quoted price format	ANNEXURE – 6	14
G.	General Conditions of Contract (G.C.C.)	ANNEXURE – 7	15
H.	Special Conditions of Contract (S.C.C.)	ANNEXURE – 8	20
I.	Typical Mess Menu	ANNEXURE – 9	26
J.	Grocery brands recommended by the Institute	ANNEXURE – 10	29
K.	Desired operational conditions	ANNEXURE – 11	30

2. Important Dates

- a.** Last date of submission of tender **14/03/2023 by 11:00 AM** through e-Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app>.
- b.** Opening of Technical Bid of the Tender on **15/03/2023 at 11:00 AM**.
- c.** Tender Cost and Earnest Money Deposit (EMD) should reach physically to **Registrar, NIT Rourkela-769008** through Speed Post/Registered Post/Courier on or before the opening of the technical bid (i.e. **15/03/2023 at 11:00 AM**).

3. Nature of Contract

- a. The contract involves
 - i. Preparation and Service of healthy and hygienic food to the boarders of the Halls.
 - ii. Maintaining kitchen equipment and utensils.
 - iii. Maintaining hygiene and cleaning of cooking place and dining halls. It also includes cleaning of 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.
- b. The contract is basically item/unit rate contract and involves no control of NIT Rourkela over the staff of the vendor except ensuring food quality, quantity, and hygiene.
- c. The period of the contract will be for **one year** from the date of issue of work order, unless extended otherwise.
- d. The contract price is inclusive of all taxes and duties except GST. Vendor is to bear all incidental cost/tax connected to the execution of the contract.
- e. The work contract may be distributed among multiple vendor subject to matching with lowest price determined in the tender process.
- f. The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- g. Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- h. Bringing-in outside influence or entering into unsolicited correspondence/communication will entail rejection of tender application and a proceeding for blacklisting.

4. Eligibility

- a. **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 Joint Venture/consortium may be permitted. A proof on status of the bidder shall be submitted.
- b. **Financial Capacity:** The bidders should have the **minimum annual turnover of Rs. 60 Lakhs (Rupees Sixty Lakhs only)** in catering business **(at least two)** in **previous FIVE financial years** ending on 31st march 2022. Scanned copy of previous years audited balance sheet, profit & loss statement and ITR duly attested by Chartered Accountant for supporting the financial capacity shall be submitted failing which tenderer shall be treated as invalid. The firms preferably must be willing and/or capable to sustain itself financially till bills are processed & release of payment.
- c. **Experience:**
 - (i) The Vendor should have work experience in catering services for 350 people at a time
 - (ii) Minimum 3 years of experience in providing catering services (Recommendation letter(s) on satisfactory performance of catering service from the Head of previous workplace need to be submitted)

5. Registration

The Bidder(s) 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) license with all the Annexures for their existing business. Relevant proof shall be submitted.

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 of Residence	Boarder Strength (Approx.)
1.	MV+GDB (Boys) (<i>R.N. Patel Cafeteria</i>)	1000
2.	DBA+MSS Hall (Boys) (<i>K.R. Patel Cafeteria</i>)	1000
3.	HB Hall (Boys)	380
4.	VS Hall (Boys)	1250
5.	SD Hall (Boys)	1700
6.	CVR Hall (Girls)	1000
7.	KMS Hall (Girls)	450

(ON THE LETTER HEAD OF FIRM)**CHECKLIST FOR PREPARATION OF BID/TENDER**

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. 10,00,000/- and Tender Cost of Rs. 1,000/- 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 Portal?		
5.	Have you attached proof of meeting 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 certificates?		
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 format in the e-Procurement Portal i.e. https://eprocure.gov.in/eprocure/app		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement Portal i.e. https://eprocure.gov.in/eprocure/app		

Signature of Tenderer
(With full name & seal)

INSTRUCTION TO BIDDERS**TENDER NOTICE NO. NITR/PW/CW/2023/298****DATE: 15/02/2023**

1. The tenderer shall submit the tender in two parts in the e-Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e. BOQ), each in separate cover. **Tender Cost (non-refundable)** in shape of DD (Demand Draft) of **₹1,000/- (Rupees One Thousand Only)** and **Earnest Money Deposit (EMD)** in the shape of DD (Demand Draft)/Bank Guarantee (BG) of **Rs. 10,00,000/- (Rupees Ten Lakh Eighty Thousand Only)** in favour of “**Director, NIT Rourkela**” Payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin bank. The envelope containing DD/BG for **EMD** and **Tender Cost** should reach physically to **Registrar, NIT Rourkela- 769008, Odisha** through speed post/register post/courier, **on or before 15/03/2023, 11:00 AM**. The envelope must be super-scribed with the subject “**Tender Cost & EMD for Mess Catering Services**” and the tender reference number addressing to **Registrar, NIT Rourkela- 769008, Odisha; Attention: Prof. N. Panda, Chief Warden**.
2. The EMD should remain valid for a period of **45 days** beyond the closing date of the tender. Bid Security (EMD) of unsuccessful bidders should be returned to them without any interest within **30 days** after the award of the contract to L1 bidder(s). Tender not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.
3. Bidder(s) registered with Khadi Village Industries Commission (KVIC), National Small Industries Corporation (NSIC) & any other body specified by Ministry of MSME/Gol as per procurement policy for Micro and Small Enterprises Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of above mentioned agencies must be valid as on closing date of this tender. Micro & Small Enterprises who have applied for registration with any of mentioned agencies but have not obtained the valid certificate as on closing date of tender are not eligible for exemption.
4. Duly filled in tenders are to be submitted electronically in the e-Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
5. The envelope containing the DD/BG for both EMD and Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
6. The price discovery against this tender will be through e-Procurement.
7. The price bid shall be valid for **365 days** from the date of award of the contract and withdrawal in between shall entail the forfeiture of Earnest Money Deposit.
8. Tenders not received in the prescribed forms will be liable for rejection.
9. The Tenderer(s) shall dully fill in all particulars in the format given in **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.
10. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract (SCC) & 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 shall 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.

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

11.1 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:

- a.** In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
- b.** In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- c.** In case of Limited Companies, the tenderer must produce Memorandum & Articles of Association, Certificate of Incorporation, related documents for Authorized, Subscribed and paid-up capital.
- d.** 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.

11.2 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 herein shall be rejected.

11.3 Information about officer of the firm/company being a past or present employee of NIT Rourkela, or relationship of any employee of NIT Rourkela with Proprietor, Partner, Director of the firm is to be furnished.

11.4 If the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as Vendors in NIT Rourkela 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 then, give the details indicating the period.

11.5 Documents to be submitted

- a.** Food License issued by FSSAI with all the Annexures.
- b.** EPF Registration Code Number, if any
- c.** Registrations with ESIC, if applicable
- d.** Copy of Balance Sheet, Profit & Loss Account, Income Tax Return along with form 26AS of preceding 5 financial years from the date of tender (i.e. Financial Year 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22), duly attested by Notary.
- 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.** Trade License

- j.** Scanned copy of Tender fee and EMD detail
- k.** Copy of previous work orders & experience issued by organization
- l.** Recommendation letter (s) on satisfactory performance of catering service from the head of previous workplace
- m.** Name, Address, Email, Phone number of the head of previous work place (If required, the feedback from the head of the previous work place will be taken into confidence for technical bid evaluation)
- n.** Bank solvency certificate of Fifty (50) Lakh.

12. Banning of Business Dealings:

- a.** If it is found during processing of the Tender or execution of contract that the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents then the bid submitted by the Tenderer shall be disqualified and a ban on 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 NIT Rourkela 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 imposed for a specified period under the laid down procedure of the Company.

13. 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 of Contract and if such a person procures any Contract by suppression of information, it will be cancelled.

- 14.** 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 **06/03/2023 to 10/03/2023 between 03:00 PM to 05:00 PM** on prior appointment on working days.

15. BID OPENING PROCEDURES

- 15.1** 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.
- 15.2** The financial bids of those bidders whose Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

16. CLARIFICATION ON TECHNICAL BID EVALUATION

- 16.1** The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement Portal. 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.
- 16.2** 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.
- 16.3** Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

17. 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. Work performance/Satisfactory execution report from the head of the previous work place (certificate should include the number of persons to whom served).
- c. Manager Experience/Profile.
- d. Verification of Statutory Certificates/documents such as Labour License, Food License, PF registration, ESIC registration, GST registration, etc.

18. FINANCIAL BID EVALUATION / OPENING PROCEDURE

The financial bid (BOQ) shall be in the prescribed format. 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-6) will only be considered.
 - b. The minimum estimated base rate for mess catering services per student per month shall be decided by a committee that will be constituted by the competent authority and will be displayed along with the evaluation report of the technical bid. On the lower side, a variation up to -7% of the estimated base rate would be allowed for the bid price, to be considered as eligible i.e. the bidders quoted rates less than 93% of the estimated base rate will be rejected. For example, if the estimated base rate is Rs. 1,000/- then the bidders quoted price below Rs. 970/- would be rejected. The bidders quoted price same or more than Rs. 930/- would be considered as eligible.
 - c. Among the eligible bidders, bid price or estimated base price whichever is lower will be considered as L1 price.
 - d. Halls 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 authority. The allotment could not be challenged by the bidders.
 - e. In case tie in price bid, the committee reserves the right to allot Halls considering the merits of technical bids. And the Firm/Vendor will not have any right to challenge the allotment.
 - f. The decision of evaluation committee will be final & binding and can't be questioned by any bidder.
- 19.** Tenders containing over writing or erasing, without authentication & without full signature in the pages of "Schedule of Rates" (Financial Bid), and amount/quantity not shown in figures and words will be liable for rejection.
- 20.** 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.
- 21.** Tender(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.
- 22.** 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.
- 23.** Income TAX (TDS) shall be deducted at the specified rates as per the Govt. rules (revised from time to time).
- 24.** Rates finalized after opening the price bid will be valid for one year. The Contract may be extended for two more years, on yearly basis, on satisfactory performance of the vendor reviewed from time

to time. In case of extension the price may be increased up to 5% annually considering market price escalation.

25. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
26. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tender after tender is submitted, 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 Deposit shall be forfeited.
27. 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 challenges that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
28. Canvassing in any form is strictly prohibited and tenders fully or partially submitted by the tenderer who resort to canvassing, will be liable for rejection.
29. Authority of NIT Rourkela reserves the right to accept/reject any or all tenders without assigning any reason thereof or divide the work with multiple parties(bidders).
30. Tender documents are not transferable.
31. 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.
32. 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 Rourkela 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 at NIT Rourkela. If 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.
33. **For any clarification:** Please contact:

Chief Warden
NIT Rourkela, Rourkela
Odisha - 769008
Ph. No.: 0661-2465001;
Email: chiefwarden@nitrkl.ac.in / npanda@nitrkl.ac.in
34. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.

Date:

Place:

**Signature of Tenderer
(With full name & seal)**

(ON THE LETTER HEAD OF FIRM)

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 the contract in conformity with the tender document in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 365 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 are mentioned & attached separately as given in **Annexure-4A (part I &II)**.
8. We understand that NIT Rourkela may divide the work amongst the successful bidders who match with the L-1 price.

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 of Bidder: -**

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:
Place:

Signature of Tenderer
(With full name & seal)

Part – II

Detailed Work Experience: -

Sl. No	Particulars					
1.	Please state type of food supply carried out in including current contracts with details regarding number of persons served per day, menu, cost etc. (Attach order copies/certificates from the clients of such work, year wise.					
	Period of contract		Name and Address of the organization with reference letters (copy of contract to be attached)	Name of the contact person & phone no.	Value of contract and other details	Remarks
	From	To				
2.	Total turnover in last five years including current works (April, 2017 onwards). Please attach attested copies of performance certificate, balance sheet & IT Returns and Form 26AS (of last 5 financial year) and profit and loss statement			2017-18		
				2018-19		
				2019-20		
				2020-21		
				2021-22		
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)		Contact person Name			
			Phone No.			
			Email			

Date:

Signature of Tenderer
(With full name & seal)

Place

(ON THE LETTER HEAD OF FIRM)**FORM FOR FINANCIAL CAPACITY****DESCRIPTION**

Description	Financial Years				
	2021-22	2020-21	2019-20	2018-19	2017-18
Annual Turnover					
Net Worth					
Current Asset					
Current Liabilities					
Total Revenue					
Profit before Tax					
Profit after tax					

Signature of Tenderer
(With full name & seal)

**TENDER FOR PROVIDING MESSS CATERING SERVICES TO THE
VARIOUS HALLS OF RESIDENCE AT NIT ROURKELA**

BOQ (Bill of Quantity)/PRICE BID/QUOTATIO PRICE FORMAT

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

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
<div style="display: flex; justify-content: space-between; align-items: center;"> Validate Print Help Item Wise BoQ </div>						
Tender Inviting Authority: REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008						
Name of Work: Providing mess catering services to the various halls of residence at NIT Rourkela.						
Tender Notice No: NITR/PW/CW/2023/298 DATE- 15/02/2023						
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)						
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 menu mentioned in tender documents (Annexure - 09) (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		

Signature of Tenderer
(With full name & seal)

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 therefrom 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, Joint Registrar, Registrar, Dean, Chief Warden, Co-ordinating 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

- 25. 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.
- 26. 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:-

- a. has abandoned the contract OR
- b. 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,
- c. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contractor,
- d. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contractor

27. 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.

28. Illegal gratification, breach of contract: The contract may also be 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.

29. 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).

30. 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.

31. Notice:

- a. **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.

- b. **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.
- c. **Change of address**: Any change of address of the Vendor shall immediately be notified to the Chief Warden, NIT Rourkela.

32. Safety:

- a. The Vendor will be responsible to ensure safety of the people working under them.
- b. 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.
- c. If required Vendors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- d. 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.

33. 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.

34. a. 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.

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

- i. Payment of wages Act. (Linked to Govt. of India)
- ii. Minimum wages Act. (Linked to Govt. of India)
- iii. Maternity benefit Act. (Linked to Govt. of India)
- iv. EPF Act. (Linked to Govt. of India)
- v. ESI Act. (Linked to Govt. of India)
- vi. Food license, Trade license. (Linked to Govt. of India)
- vii. 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.

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

36. 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.

37. 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.

38. 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.

39. JURISDICTION & RIGHT TO AMEND RULES:

- a. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course.
- b. The Institute rules shall be binding for execution of the contract. Further, in case if any dispute arising out of or in connection with the aforesaid contract or thereafter, the Director of NITR is the sole arbitrator to decide the same & his decision is final and binding on both the parties as per the provisions of Arbitration and Conciliation act 1996. If differences persist even after arbitration & there are compelling reasons to go the Court, it will be decided in the Court of Rourkela only.

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 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 caused by the catering staff, the caterer/vendor has to make it repair at his cost within 3 days. In case of any loss or irreparable 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 vendor shall engage and provide requisite number of well-trained cooks and service personnel to run the mess. Vendor 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.

Particulars	Break Fast	Lunch	Snack	Dinner
Working Days	7:00 AM – 9:15 AM.	12:00 Noon – 1:30 PM	5:00 PM – 6:30 PM	8:00 PM – 9:30 PM
Week off (Saturday & Sunday) and Holiday	7:00 AM – 9:30 AM.	12.00 Noon – 2:00 PM	5:00 PM – 6:30 PM	8:00 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 at an appropriate place in the mess.
13. The Caterer/Vendor has to provide uniform, gloves, caps and masks 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 with gloves caps, and masks, 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 uniform should bear the logo of NIT Rourkela. The dress of the workers in the mess will be provided by Caterer/Vendor. The specification and design of the uniform is to be decided in consultation with the hall authority.

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 number of workers (At least 3.5 staff for 100 boarders at all the time). Non-compliance of the above may invite penalty.
16. The Caterer/Vendor should maintain one serving counter against every 200 boarders.
17. For the preparation of food, the Caterer/Vendor has to use food materials as per the Specification (**Annexure - 10 & 11**).
18. 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. Further punitive action, as deemed fit shall be taken against the Caterer/Vendor.
19. Only purified water has to be served in the mess.
20. The premises of the mess shall not be used for any other purpose.
21. 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.
22. 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 the responsibility of Caterer/Vendor to refill the cylinders as per the Government norms and prices.
23. 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.
24. 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.
25. The caterer/vendor must provide sufficient liquid hand wash in dining wash basins.
26. 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.

27. In the event of loss/theft/damage of property (equipment, furniture, fixtures & utensils) caused due to negligence of the any of its employees, the Institute shall be entitled to get compensation from the Caterer/Vendor.
28. 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.
29. 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.
30. The Caterers/Vendors at all times will keep the kitchen/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.
31. 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.
32. 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.
33. 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 the Caterer/Vendor.
2. In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, Warden/Assistant Warden of the respective halls should be intimated immediately and appropriate punitive action shall be taken.

3. A guide line of different penalties are as follows:

- a. Caterer/vendor should not compromise with the quality and quantity of food items as mentioned in Annexure-9,10, and 11. If violated, then a minimum penalty of Rs. 25,000/- will be imposed on the caterer/vendor.
- b. Complaints of insects and/or any foreign object in food items would invite a fine up to Rs. 25,000/- on the caterer, depending on the frequency and gravity.
- c. Mess timing must be followed by the caterer. In case of delay in start and/or early closure of mess will attract a fine up to Rs. 20,000/-. During the closure time if boarders are there in queue, they must be served.
- d. All the food items must be available during the mess time. If violated, a penalty up to Rs. 50,000/- will be imposed.
- e. Complaints regarding uncleaned utensils would lead to a fine of up to Rs. 10,000/- on the caterer/vendor, depending on frequency.
- f. At any point of time, the workers, if found without dress code, a fine of up to Rs. 10,000/- would be imposed on the caterer/vendor.

- g. Caterer/Vendor should engage sufficient number of workers (At least 3.5 staff for 100 boarders at all time). Non-compliance of the above will be taken seriously and would lead to a fine up to Rs. 30,000/- on the caterer/vendor.
- h. If the mess committee agrees that certain meal was not cooked properly then the same item will be repeated on some other day, for all boarders, as an additional item. If the item is non-veg, then the optional veg item must also be repeated along with the non-veg item.
- i. Changes in menu of any meal without permission of the mess committee would result in a fine up to Rs. 10,000/- on the caterer/vendor.
- j. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine up to Rs. 25,000/- will be imposed.
- k. Oil once used should not be reused. If violated, penalty up to Rs. 20,000/- will be imposed.
- l. Kitchen & Dining hall should be kept clean. If violated, a fine up to Rs. 15,000/- will be imposed.
- m. Items like Aji-no-moto, nonfood grade coloring items etc. are banned and they should not be used. If they are used or found in kitchen premises, a penalty up to Rs. 20,000/- for will be imposed.
- n. Caterer/Vendor or his representative who is empowered to take decision must be present in the mess committee meetings, if called. If violated, a fine up to Rs. 20,000/- will be imposed on the caterer/vendor.
- o. Waste management and drain cleaning, within the vicinity of the kitchen and dining hall, must be done on regular basis, failing which a fine up to Rs. 15,000/- will be imposed on caterer/vendor.
- p. Use or presence of items beyond the expired date (best before use) will attract a fine up to Rs. 25,000/- on the caterer.
- q. Unavailability of Complaint Register in the mess hall/discouraging the complaint would lead to a fine up to Rs. 10,000/- on the caterer/vendor.
- r. Any other items liable for penalties as per terms and conditions will be decided by HMC (Hall Management Council) from time to time.

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 Chief Warden/Coordinating Warden/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 off 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 provided by the Institute shall be property of the Institute and agency/firm/Vendor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract, any such property shall be handed over to the Institute in proper working condition.

D. 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 of 10% of the monthly bill**.

E. 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 agency/firm/Vendor to execute the work will be carried out by alternate source at the risk and cost of the agency/firm/Vendor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

F. PAYMENT TERMS:

- 1 Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the agency/firm/Vendor shall be paid against bill on monthly basis for the work done during the previous month.
- 2 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 agency/firm/Vendor for the work done during the previous month within seven days from the expiry of the previous month.
- 3 Payment shall be regulated as per terms of contract.
- 4 Deduction of applicable taxes will be made including TDS & Certificate will be issued by finance & accounts department for such deductions.

- G. 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.

- H. SECURITY DEPOSIT:** The successful bidder must furnish **3% of the total contract value** as Security Deposit within 15 days from the date of issue of Work Order in favour of Director NIT Rourkela payable at Rourkela. The SD should remain valid for 60 days beyond the date of completion of all contractual obligations. Earnest Money Deposit (EMD) of bidder will be returned after receipt of Security Deposit in case of award of contract to successful bidder. Any due of the Institute shall be adjusted/recovered from Security Deposit. The SD will not attract any interest.
- I. 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.
- J. Contract validity:** Rates finalized after opening the price bid will be valid for one year. The Contract may be extended further on satisfactory performance of the vendor reviewed by the authority. In case of extension, considering the inflation the price may be increased up to 5% annually as decided by the authority.

Typical Mess Menu:

Days	<u>Breakfast</u>	<u>Lunch</u>	<u>Snacks</u>	<u>Dinner</u>
Monday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Veg. Lunch 1. Common items 2. Dalma (Table item) 3. One item from Dry list 4. One item form Gravy list 5. (Curd/Seasonal Khatta)#	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Veg. Dinner 1. Common items 2. One item from Dry list 3. One item form Gravy list 4. Kheer
Tuesday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Veg. Lunch 1. Common items 2. One item from Dry list 3. One item form Gravy list 4. Salad + One papad	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Non Veg./Veg. Dinner 1. Common items 2. One item from Dry list 3. [(egg curry / egg bhurji - 2 pc)# Paneer matar]* 4. Sweets
Wednesday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Non Veg./Veg. Lunch 1. Common items 2. One item from Dry list 3. [Non-veg item Veg item]* 4. One papad	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Non Veg./Veg. Dinner 1. Common items 2. One item from Dry list 3. [Mutton item (Paneer item + sweets + icecream)]*
Thursday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Veg. Lunch 1. Common items 2. Dalma (Table item) 3. One item from Dry list 4. One item form Gravy list 5. (Curd/Seasonal Khatta)#	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Non Veg./Veg. Dinner 1. Common items 2. One item from Dry list 3. [Chicken item Paneer item]*
Friday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Non Veg./Veg. Lunch 1. Common items 2. One item from Dry list 3. [Non-veg item Veg item]* 4. Salad	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Special Dinner 1. Common items 2. [Chicken biriyani (Veg Biriyani + Paneer curry)]* 3. Aloo dum 4. (Raita Mirchi ka Salan)# 5. Sweet
Saturday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Veg. Lunch 1. Common items 2. One item from Dry list 3. One item form Gravy list 4. (Curd/Seasonal Khatta)#	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Non Veg./Veg. Dinner 1. Common items 2. One item from Dry list 3. [Chicken item Mushroom item]*
Sunday	1. [Oily item Non-oily item Bread+butter+Jam]* 2. [Banana – 2pc 1 boiled egg]* 3. [Milk (Tea/Coffee)#]*	Special lunch 1. Common items: Roti, Poori, Fried rice, Dal Fry, Pickle 2. Chole 3. [Ice-cream Sweets]* 4. [Tandoori Chicken - 250 gm. (Paneer item + Mushroom item)]* 5. Raita	1. [One Snacks item banana(2pc)]* 2. [Tea Coffee]#	Veg. Dinner 1. Common items 2. One item from Dry list 3. One item form Gravy list

*All options to be prepared and the boarder can choose any one item

Any one option is to be prepared

1. **Quantity of the items:**

Milk – 150ml; Cornflakes – 50 gm; Tea – 70ml; Curd – 100ml; Chicken – 120gm; Fish – 75gm; Mutton – 100gm; Prawn – 100gm, Egg Curry – 02pcs egg; Paneer – 75gm; Mushroom – 75gm.

2. **Unless explicitly mentioned, potato should NOT be used in the prepared food items. If mentioned, the amount of potato should not exceed 30% of the prepared food item.**

3. **Common items for Lunch and Dinner:** Rice; Dal; Roti, Rasam; Pickle

Rice	Dal	Rasam
Plain rice (every day) + Tomato rice (weekly once) Zeera rice (weekly once) Lemon rice (weekly once)	Toor dal / Moong dal / Masoor dal / Chana dal	Tamarind Rasam / Tomato Rasam / Sambar

4. **List of Breakfast items:**

- a. **Oily items:** vada with chutney and sambar; chole bhature; meethi poori with sabjee; palak poori with sabjee; plain dosa with chutney and sambar; masala dosa with chutney and sambar; Chilla
- b. **Non-oily items:** onion utthappam with chutney and sambar; Idly with chutney and sambar; suji upma with sabjee; sevai upma with sabjee; poha with sabjee; oats; wheat dalia; cornflakes with 150ml milk; Sprout

5. **List of Dry and Gravy items:**

- a. **List of Dry items:** bhendi masala, brinjal masala, parwal potato fry, karela cips, cauliflower potato fry, bhindi potato fry, barbate potato fry, beans potato fry, sag, raw banana potato fry, finger chips, cabbage peas fry, zeera aloo, potato fry, spine guard potato fry, mix vegetable fry. **[Quantity: 1 US cup].**
- b. **List of Gravy items:** palak potato curry, soyabean curry, aaloo pakodi curry, veg navratna, kabuli channa curry, mixed veg curry, potato peas curry (60% potato), aloo channa curry, rajma curry, drumstick potato badi besara, tomato drumstick curry, cabbage curry, lauki channa dal curry, cullyflower muttor curry, palak dal, dal makkani, mix dal tadka, dahi kadhi, kathal curry, ridge-guard potato besara. **[Quantity: 1 US cup].**

6. **List of Snacks items:** Samosa (02 Nos.); Jalebi (02 Nos.); pav-bhaji (one plate); vada pav (one plate); chana chat (one plate); papdi chat (one plate); ghugni chat (one plate); samosa chat (one plate); dahi vada (02 Nos.); vada (02 Nos.); noodles/pasta (one plate); aaloo chop (02 Nos.); bread chop (02 Nos.); cutlet (02 Nos.); mirchi bhaji (02 Nos.); pakoda (one plate), sprouts, egg chop (2 nos each with ½ eggs), watermelon.

7. **List of Veg. items:**

- a. **Paneer Items:** Paneer butter masala; palak paneer; kadai paneer; Paneer malai kofta; chilli paneer; paneer bhurji (maximum 30% onion); paneer masala; muttor panner; **[Paneer Quantity: 75 gms].**
- b. **Mushroom Items:** mushroom masala, Chilli mushroom, Mushroom besara **[Mushroom Quantity: 75 gms].**

8. **List of Non Veg. items:**

- a. **Chicken Items:** Butter chicken; Chicken curry, Chilli Chicken, Chicken Kassa; (weekly twice) **[Chicken Quantity: 120 gms].**

- b. **Prawn Items:** Prawn masala, Prawn besara (maximum once weekly) [**Prawn Quantity: 100gms**]
 - c. **Fish Items:** Fish fry, Fish masala, Fish besara, Chilli fish (weekly twice maximum) [**Fish Quantity: 75 gms**]
9. **List of sweets:** Gulab jamun, rasgulla, pahala rasgulla, motichoor laddu, custard, carrot halwa, jalebi, chenna podo, rasmalai, chamcham, basundi, malpua. Barfi.

Grocery brands recommended by the Institute:

Sl. No.	Item	Brand
1.	Rice	Neelakantha, Baba (India Gate for Biryani/Pulao)
2.	Atta	Grihasthi, Aashirvaad
3.	Besan	Grihasthi, Nature Fresh, Fortune, First Choice
4.	Maida, Suji	Utkal
5.	Dal (Arhar)	Kora dal No. 1 (Non-polished good quality)
6.	Dal (Mug)	Kora dal No. 1 (Non-polished good quality)
7.	Dal (Urad)	Kora dal No. 1 (Non-polished good quality)
8.	Soya Badi	Grihasthi, Nutrella, Ruchi, Fortune
9.	Vermicelli	Ruchi, Favo, Bambino
10.	Cooking oil (Refined oil) (Sun flower/rice bran)	Saffola Tasty, Sundrop, Nature Fresh, Fortune, Freedom (Use of Hydrogenated (vanaspati) oil is prohibited)
11.	Cooking oil (Mustard oil)	Engine, Saffola, Double hiran, Fortune
12.	Spices	Grihasthi, MDH, Everest
13.	Tea	Red Label, Tata Gold, Tata Premium
14.	Coffee	Nescafe, Bru
15.	Butter, Jam, Sauce	Amul, Kissan, Maggi (Prime for Chilly sauce only)
16.	Ice-cream	Amul, Dinshaw's, Vadilal
17.	Milk	Omfed, Pragati, Milky moo
18.	Curd	Omfed, Pragati, Milky moo (Powder curds cannot be used)
19.	Paneer	Fresh Paneer
20.	Green Peas/Baby Corn/Corn	Ruchi Fresh, Bangur, RYB
21.	Salt	Tata, Annapurna, Nature Fresh, Aashirvaad
22.	Pickle	Mother's, Priya, Nilons
23.	Cornflakes	Kellog's, Mohan's
24.	Papad	Lijjat, Sriram
25.	Bread	Super Max, Metro Gold
26.	Green Vegetables	Fresh Vegetables
27.	Durable Vegetables	Best Quality
28.	Fish/Prawn/Eggs	Best Quality
29.	Chicken	Fresh Chicken
30.	Mutton	Fresh Mutton

The Caterer/Vendor will be allowed to use other brands approved by the competent authority only in case of non-availability of the above brands.

Desired operational conditions:

Sl. No.	Item	
1.	Dal/Water proportion	30gm. per boarder
2.	Dal/Rice proportion in Idli/Dosa/and Tiffin items	Dal: Rice :: 1:2
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 (twice 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	3.5 staff for 100 boarders at all the time
10.	Staff uniform, Cleanliness, Training	All employees in clean uniform only (Uniforms are to be provided by the caterer)
11.	Tea/Coffee quality	Good
12.	Disposal of used plates (speed & hygiene)	Immediate, powder/soap/liquid for washing, Disinfectant for mopping.
13.	Cleanliness of Dining Hall and furniture	Should be cleaned after all meals with Disinfectant (3 times a day)
14.	Cleanliness of Kitchen	On Regular Basis (3 times a day)
15.	Wash Basin	Liquid hand wash should be provided by the caterer
