



Tender Reference No: - NITR/PW/2024/318

Date: 20/03/2024

TENDER FOR RUNNING OF THE INSTITUTE CANTEEN, ACADEMIC AREA (FIRST FLOOR-CALORIE CANTEEN) 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 various branches of science and engineering. There are more than 8000 students studying in this with 800 Faculty and Staff members who work in under various departments/centers of the Institute. To fulfill everyday food and refreshment needs, the Institute has a two storey Canteen Building (Ground Floor & First Floor) at the center of the academic area. Eligible Firms/Firm / Agencies/Restaurant owners/Individuals with proven track record and experienced are hereby invited to submit their proposal to run the Institute Canteen (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 in NIT Rourkela.
2.	Publishing Date	20/03/2024 at 18:00 Hrs.
3.	Tender Type	OPEN TENDER
4.	Document download / Sale start date	20/03/2024 at 18:00 Hrs.
5.	Document download / Sale end date	15/04/2024 at 11:00 Hrs.
6.	Last date & Time of submission of Bid	15/04/2024 at 11:00 Hrs.
7.	Technical Bid Opening Date & Time	16/04/2024 at 11:00 Hrs.
9.	Monthly Minimum License Fee	Rs. 15,000/- (Rupees fifteen thousand)
10.	Tender Cost (in INR)	Tender Cost (non-refundable) of INR 1,000/- (Rupees One Thousand only) in the form of Demand Draft in favour of “ Director, NIT Rourkela ” from any schedule commercial bank except Co-operative and Gramin bank.
11.	EMD / Bid Security Amount (in INR)	EMD/Bid Security (refundable) of INR 35,000/- (Rupees thirty five thousand only) in the form of Demand Draft in favour of “ Director, NIT Rourkela ” from any schedule commercial bank except Co-operative and Gramin bank. For exemption criteria please refer to Instruction to Bidders, Point C, clause no. 4.
12.	Bid Validity	120 days
13.	Contract Validity	Three Year (Performance to be reviewed on yearly basis)

INSTRUCTION TO BIDDERS

A. 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.

B. 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 is not 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. 10,00,000/- (Rupees Ten Lakh)** in food catering / restaurant service during previous three financial years ending on 31st March 2023. Documentary evidence like Audited Balance Sheet, Profit & Loss Statement and Income Tax Return etc. for the last three financial years ending on 31st March 2023 shall be submitted. **All financial documents submitted must be duly certified by Chartered Accountant.**
3. The bidder must have PAN Number and GST / GSTIN / FSSAI License 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. **Experience:** The Bidder should have experience of having successfully completed similar work **during last five years ending on 31/03/2024**, in a Central Government/State Government/ Semi Government/ Autonomous body/ PSU, or any reputed organization etc. Interested bidder may apply along with sufficient proof of **experience and performance along with completion certificate for completed work/service with satisfactory performance report for respective work order / service order (at least three works / service order)** in order to run the Canteen. **(As per Annexure – III)**

OR

The Bidder should be running a full-fledged restaurant for the last 05 years at Rourkela or nearby cities. Proof in support of the same shall be submitted.

5. The bidder should 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 is considered as barred from participating in this tender process.

7. Any firm providing similar kind of services at NIT Rourkela, with significant outstanding dues, or a record of receiving warning letters/penalty for unsatisfactory services shall be deemed ineligible for participation in the tendering process.
8. No firm or its sister's concern shall be eligible for running more than one shop/outlet inside the Institute Campus.
9. The existing business owner (on campus) shall not be allotted two shops/canteens at a time. However they may apply. If eligible and found suitable, they may be allotted new tender (for the shops/canteen) with an undertaking to surrender the previous shops/canteens. In the event, the institute authority decides otherwise the same shall be binding on the firm(s) / bidder(s).

C. 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 16/04/2024 by 11:00 Hrs.**
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.

D. PERFORMANCE SECURITY

1. Successful bidder shall have to deposit a security amount of **Rs.1,00,000/- (Rupees one lakh only)** within 15 days from the date of issue of work order / service order, in the form of Demand Draft / Bank Guarantee in favor of “**Director, NIT Rourkela**” payable at **Rourkela**. The SD shall remain valid for a period of 60 days beyond the date of all contractual obligations. 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.
2. EMD of successful bidder will be returned without any interest after receipt of Security Deposit in case of award of contract to successful bidder.
3. The Security Deposit shall be liable to be forfeited in case of any breach of terms and conditions of the contract i.e. work order / allotment order.

E. 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 experience and performance along with completion certificate for completed work/service with satisfactory performance report for respective work order / service order (at least three works / service order) in order to run the Canteen. **(As per Annexure – III)**
- c. Copy of PAN, GST Registration Certificate, FSSAI license **(all annexures must be attached).**
- d. Copy of ITR, Audited Balance Sheet and Profit & Loss Statement of previous three years ending on 31st March, 2023. (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 filled & signed.
- g. Copy of Certificate issued by Employee Provident Fund Organization & Employee State Insurance Corporation, if applicable.
- h. Trade License, if applicable.
- i. The Menu, quantity and per serving (plate) price must be annexed.
- j. ISO certificate on quality management system, if any.
- k. 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.

F. SUBMISSION OF BID

1. The bid shall be submitted in two parts **(i) Technical Bid (ii) Financial Bid** in the following manner: -
 - 1.1 **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.
 - 1.2 **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 base price. The bid submitted below the base rate shall not be entertained and be summarily rejected.
 - b. The financial bid should be uploaded in Price Bid cover (i.e. Cover – II) only, no any other mode will be entertained.
2. 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.
3. 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.

G. TENDER EVALUATION

1. **Technical Bid Evaluation Criteria:** Technical bids will be evaluated based on the documents submitted as mentioned above and methodology adopted by Evaluation Committee.
2. **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.

In case of two or more bidder is H1 then the work will be awarded on the basis of AVERAGE ANNUAL TURNOVER of last three financial year (2020-21, 2021-22, 2022-23), if required for tie breaking, the turnover of 2022-23 can be used for Breaking the tie.

If further, required for tie breaking, the turnover of 2021-22 and then 2020-21 can be used for breaking the tie.

If the tie still persists, then the merit list will be decided by a draw system (in case tie breaking amongst more than two) in the presence of the concerned bidder.

3. The recommendation of the committee shall be put up to Director, NIT Rourkela for his consideration. Decision of the Director shall be final and binding.

H. BUSSINESS OPPORTUNITIES

1. There are around 30 numbers of Departments/ Offices located inside the academic campus. For the day-to-day food and refreshment needs, these departments/ offices are fully dependent on these Canteens.
2. The Institute conducts various meetings, seminar, conferences etc. where the mass of people have a requirement of snacks, refreshments, lunch and dinner. The Canteen should be well equipped to cater everyday needs of staff and students.
3. The Institute also conducts sport 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.

I. OPERATIVE TERMS & CONDITIONS

1. The canteen / Restaurant shall be operated **within one month from issue of award of contract / allotment order**, failing which the work order / allotment order shall be cancelled immediately & security deposit will be forfeited and the next eligible bidder shall be offered.
2. The Firm / Agency 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 with prior permission from PIC (OCB), if there is a demand from users. The Institute may change the operating 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 Firm / Agency 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) in the price 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. The service provider should provide bill/invoice to all the users.
6. The Firm / Agency shall make arrangements of keeping eatable in glass covered showcase, free from flies. The Firm / Agency must use insect killer to keep the store free from insects and flies.

7. The Firm / Agency's employees should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case, the Firm / Agency should give them leave or arrange treatment as deemed fit and should make alternative arrangement at his cost. Whatever circumstance it may be, the Firm / Agency must ensure that the operation of the facility should not be hampered.
8. The Firm / Agency 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 Firm / Agency.
9. Only purified water (purified by Aquaguard / Kent or other purifier of similar standard) has to be served in the Canteen.
10. The Firm / Agency shall display the list of items and rates at an appropriate place in the canteen.
11. The Firm / Agency 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 Firm / Agency must have sufficient equipment, utensils, crockery, cutlery, furniture & fixture and other infrastructure to provide the uninterrupted service at all times.
13. The Firm / Agency is forbidden from giving credit to students and staff of the Institute. The Institute shall not entertain any claim related to such irregularities in case of any default.
14. The premises of the Canteen shall not be used for any other purpose.
15. The Firm / Agency must remain adhered to the Cigarettes and other Tobacco products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and distribution Act 2003).
16. The Firm / Agency has to provide uniform to his employees rendering canteen services. He has to ensure that the staffs are always dressed in clean and tidy uniforms while on duty.
17. The Firm / Agency shall ensure that proper discipline is to be maintained by the staff engaged by Firm / Agency and they shall have to behave soberly at all times while functioning inside the area
18. The Firm / Agency 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 Firm / Agency.
21. The assets and articles provided by the Institute shall be the property of the Institute and the Firm / Agency 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 Firm / Agency shall maintain the building space in tip-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 Firm / Agency 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 Firm / Agency 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 Firm / Agency 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.

25. Before commencement of the business the list of employees who are all proposed to be deployed for the functioning of the said Canteen is necessarily to be submitted to the Purchase & Works Office and the Security Office in writing, the same has to be accompanied with a copy of government issued photo identity card with passport size photograph of the respective personnel(s). The same will be applicable for all personnel(s) to be deployed in future during the enforcement/tenure of the contract.
26. All the business transactions (payments) have to be made only in the name of the respective firm. In addition to cash payment system the Firm / Agency has to provide digital payment like QR enabled UPI payment system and PoS payment system for ease of payment.

J. STATUTORY OBLIGATION

1. The Firm / Agency 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. No manpower and/or resources should be engaged exclusively for this Canteen; when the contract terminates there shall be no physical or moral pressure on the Institute, on grounds of "person and/or resources displaced from job".
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 Firm / Agency. Any incident occurring during the contract period is the sole responsibility of the Firm / Agency and the Institute is no way liable for any such incident.
3. The Firm / Agency shall abide by all statutory rules and regulation of Income tax, GST and other acts as per jurisdiction.
4. The Firm / Agency shall not employ any minor for the contract work as prohibited under Labour Act.
5. 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 Firm / Agency. The Institute shall in no way be liable for any such incident occurring during or in connection with the contract.
6. Parties having more than 01 shop in NIT Rourkela will not be considered for this tender.
7. 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 Firm / Agency and levy a service charge of 200% over the cost.

K. 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.
2. The Firm/Agency 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. Applicability of GST on monthly rent as per the extant rules of the Govt. of India. GST shall be charged extra on the monthly rent.
4. The License Fee, Electricity Charges and Water charges should be cleared (paid) within one week of receiving the bill. If the Firm / Agency does not deposit the License Fee, Electricity Charges and Water Charges for two months consecutively, then appropriate action shall be taken by the Institute.
5. The Firm / Agency 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.
6. The Firm / Agency shall not do any significant construction work inside the allotted premises without the prior permission of the Institute.

7. The Firm / Agency 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.
8. The rent will be increased by 5%-8% after completion of each year.

L. CONTRACT VALIDITY

1. The contract will be operative for a period of **three years from the date of issue of work order/allotment order in the format of 1 + 1 + 1**. Based on the satisfactory performance the service will be reviewed every year. The extension of the contract period is the sole discretion of the Institute, that too only based on the necessity and fulfilling the performance evaluation criteria.
2. On accomplishment of initial three years of contract, the same may be extended further for a period of two-year (on yearly basis) subject to satisfactory performance review and requirement of the institution.
3. This contract can be terminated under any one of the following circumstances.
 - 3.1 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 Firm / Agency.
 - 3.2 The Firm/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 firm meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
 - 3.3 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.
 - 3.4 The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
4. During the period of termination of contract in any of the situation contemplate above; the Firm / Agency shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Firm / Agency 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.

M. 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. 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.
24. All the disputes arising out during the license period shall be subject to the jurisdiction of Court of Rourkela only.
25. 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.
26. 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.
27. 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 firm/agency in due course.
28. Interested bidder can visit the site in our campus on any working days. In case of any further clarification, the bidder may contact: -

Prof. Md. Rajik Khan (ID)
Professor in Charge (On Campus Business)
Tel: 0661-246-2453
Email: khanmr@nitrkl.ac.in

Deputy Registrar (Purchase & Works)
Tel: 0661-246-2051
Email: purchase@nitrkl.ac.in

N. DISPUTE REDRESSAL AND LEGAL REMEDY

1. CONCILIATION /ARBITRATION ON DISPUTES

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 subsequent amendments thereof. Such dispute shall first be referred to a Conciliator selected mutually by the parties. The Conciliator shall decide the fees / remuneration and the rules of procedure, which shall be flexible. In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed on mutual agreement of both the parties. 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. The seat of the arbitral tribunal shall be at Rourkela, but, if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

2. JURISDICTION AND RIGHT TO AMEND RULE

In the event of failure of conciliation and arbitration, that dispute shall be subject to exclusive jurisdiction of courts at Rourkela, Odisha.

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

Sl. No.	Particulars		
1.	Name of the Applicant (if individual/firm/partnership firm/Private Limited/Limited)		
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 applicable		
8.	ESI Code, if applicable		
9.	Labour License no., if applicable		
10.	Name of the responsible person for management		
11.	Experience in years (enclose relevant documents)		
12.	Quality certification, if any (proof to be attached)		
13.	Average Annual Turnover during last three years ending on 31 st March 2023.		
14.	Details of Tender Cost / Earnest Money Deposit (EMD)	Tender Cost	EMD
	a. Amount b. Demand Draft No. c. Dated d. Bank & Branch		

Note: Please enclose all the documents mentioned above along with the form.

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 document 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)**

PERFORMANCE REPORT***(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION)***

Performance report/experience certificates form for the completed and in progress during the last 5 years (attach copies of work order/agreement – Please use different sheets for different organization and may be followed as per requirement).

1	Name of the work / Project & Location	
2	Nature of Work	
3	Agreement No. / Work Order No. (Please enclose copy of the work order with Authorized Signatory)	
4	Tendered Cost	
5	Value of work done	
6	Tenure of the contract from: _____	To: _____
7	Date of Commencement	
8	Date of Completion (Please mention “under progress/continuing” if not completed)	
9	Performance report based on quality of food, hygiene, overall service quality	Excellent / Good / Satisfactory / Bad / Very Bad (Please select one)

Note: Bidder must submit the performance report on the given format only; any other format shall not be considered for evaluation.

Date:

Head of the Department or
Equivalent with seal & signature