



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008 ODISHA

Tender Notification No: NITR/PW/2022/281

Dated: 22/07/2022

TENDER FOR RUNNING THE INSTITUTE CANTEEN IN THE PREMISES BEYOND SSB HALL OF RESIDENCE

National Institute of Technology, Rourkela is a premier technical Institute in the country with undergraduate, post-graduate and research programs in many branches of science and engineering. There are more than 7000 students studying in the campus at a time. To fulfill the everyday food and refreshment need, the Institute has a Canteen building in the Halls of Residence area of the Institute. Eligible firms/agencies/caterers/restaurant owners/individuals with proven track record and repute are invited to submit their proposal for operating the students Canteen situated beyond the SSB Halls of Residence through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>) under following terms and conditions.

A. BUSINESS OPPORTUNITIES:

1. The location of the Canteen to the proximity of Hall of Residences for students makes it a perfect hangout and food destination for this huge student mass.
2. The canteen should be well equipped to cater these everyday needs of the student such as snacks, refreshments, Tiffin etc.
3. The add-on advantage of this canteen is that it is one of the few food stores (cooked and ready to serve) in the whole hall of residence area.

B. OPERATIVE TERMS & CONDITIONS:

1. The canteen shall be operated within 15 days after award of contract, failing which the security money will be forfeited and the next eligible bidder will be offered.
2. The Contractor 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 timings depending upon the convenience.
3. The canteen shall not be closed without prior permission of the Institute.
4. The canteen can sell all types of cooked and ready to serve hygienically prepared food items including tiffin, snacks, lunch, refreshments and bakery items at approved rates.
5. The Caterer shall sell and serve only such items as approved by the Institute. The rates for different items shall be as per the approved list. Any change (increase or decrease) has to be approved by the Institute. If any item not specified in the agreed list is served, the rates of the same must be approved by the Institute.
6. The Caterer shall make arrangements for keeping eatable in glass covered showcase, free from flies. The caterer must use insect killer to keep the store free from insects and flies.

7. The Caterer's employees should be free from any contagious disease or sickness that is considered unacceptable for handling food. In such case, the Caterer should give them leave or arrange treatment as deemed fit and should make alternative arrangement at his cost. Whatever circumstance it may be, the caterer must ensure that the functioning of the facility is not hampered.
8. The Caterer shall be solely responsible to provide safe and hygienic food to the customers at all times. A committee appointed by the Institute will monitor the same including hygiene. Persons authorized by the Institute must have full access to all facilities and documents. Any preparation not found to be wholesome or hygienic is liable to be rejected without any compensation. Further punitive action, as deemed fit shall be taken against the caterer.
9. Only purified water (purified by Aquaguard / Modiguard or other purifier of similar standard) has to be served in the canteen.
10. The Caterer shall display the list of items and rates at an appropriate place in the canteen.
11. The Caterer should be able to provide snacks and food as per requirement for meetings, conferences, seminars and other functions of the Institute at mutually agreed rates.
12. The Caterer must have sufficient equipment, utensils, crockery, cutlery, and other infrastructure to provide the uninterrupted service at all times.
13. All furniture and sitting arrangement is to be done by the Institute but maintaining the standard and looks of the interior shall be the responsibility of the caterer. However, water cooler, refrigerator etc. presently available in the Institute may be provided to the caterer against fixed rent as decided by the Institute authority.
14. The Caterer is forbidden from giving credit to students and staff of the Institute. The Institute shall not entertain any claim related to such irregularities in case of any default.
15. The premises of the canteen shall not be used for any other purpose.
16. Selling of harmful items e.g. Cigarette, alcohol, pan masala, gutkha and other tobacco related products are strictly prohibited in the canteen.
17. The Caterer has to provide uniform to his employees rendering canteen services. He has to ensure that his staffs are always dressed in clean and tidy uniforms while on duty.
18. The Caterer shall maintain the canteen premises in good condition and keep it clean and tidy always.
19. No trash is to be thrown inside or outside the canteen premises except in properly covered bins supplied by the Caterer.
20. 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.
21. The assets and articles provided by the Institute shall be property of the Institute and the caterer shall be merely the custodian of such assets and articles. On termination of the contract, all such property shall be handed over to the Institute in good condition.
22. The Caterer shall maintain the building space in top condition. All floors and counter tops are to be scrubbed regularly with non-corrosive detergent or soap, and all vertical surfaces are to be dusted regularly. The period of cleaning should be such that there is no visible dirt or marks at any time. In case of deficiency, the Institute administration shall levy fine or terminate the contract with immediate effect.

23. The Caterer shall refrain from significant subcontracting of the task. If it is proposed to sub- contract a part of the operation, it can only be done with consent of Director, NIT, Rourkela.
24. The Caterer shall not perform any act that would violate the statutory obligations laid down by the competent authorities. Further he is advised to act in a disciplined way and should avoid any mishap or misconduct that would pose negative impact on the fame and reputation of this esteemed organization. In case the Caterer is found to be involved in any type of malafide conducts; the contract shall be terminated with immediate effect without any compensation and future action as deemed fit shall be taken. The security deposit shall be forfeited.

C. STATUTORY OBLIGATION:

1. The Caterer shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his employees engaged under this contract as per Govt. rule. 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 caterer. Any unpleasant incident occurring during the contract period is the sole responsibility of the caterer. The Institute shall in no way be liable for any such incident.
3. The Caterer shall abide by all statutory rules and regulation of Income tax, GST and other acts as per jurisdiction.
4. The Caterer 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 Vendor. 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 caterer and levy a service charge of 200% over the cost.

D. ELIGIBILITY CRITERIA:

1. **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 JV/consortium may be permitted. A proof on status the bidder shall be submitted. The firm should have Zonal or Regional headquarter in Odisha/Rourkela and have at least three years of experience in restaurant service.
2. **Financial Capacity:** The bidders should have the minimum turnover of Rs. 2 Crore (Rupees Two Crore Only) during the any of the last three financial years ending 31st March 2021 Relevant proof for supporting the above shall be submitted failing which tenderer shall be treated as invalid. The firms preferably must be willing and/or capable to sustain itself financial till bills are processed & payment released.

3. **Registration:** The Vendor 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) for their existing business. Relevant proof shall be submitted
4. **Organization:** Credentials of the Caterer denoting the size of the organization, financial soundness and number of skilled personnel.
5. **Quality:** The menu, quality and price of the items must be annexed.
6. The Finance Bid (as per BOQ format) of all the Technically qualified bidders shall be opened and H1 bidder shall be awarded the contract & if otherwise eligible by the committee.
7. The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of the Director will be final and binding. It should be noted that selection will be based on combination of credential, financial soundness, reputation instead of one alone & quality analysis is as per point no 5 above.

E. COMMERCIAL TERMS & CONDITIONS:

1. **Security Deposit:** The eligible Caterer shall deposit amount of **Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only)** in the form of bank draft favoring to **"The Director, NIT Rourkela"** payable at Rourkela towards security deposit. The Security amount shall be released within one month from the termination/completion of the contract and realization of dues, if any at the time of termination/completion.
2. Parties having their own established restaurants minimum 03 years and proof of present place of Business must to be attached in technical bid.
3. If the Caterer fails to operate the canteen within specified time given by the institute, the security deposit shall be forfeited and the next eligible firm/Agency shall be offered.
4. The minimum license fee per month for the canteen is **Rs. 20,000/- (Rupees Twenty Thousand only)**. However, this will be reviewed at the end of each year.
5. The Caterer shall pay the Electricity Charges as per the meter reading (H.T rate + 10% Institute service charges) and also a fixed water charges, in addition to the license fee.
6. The License Fee, Electricity Charges and Water charges should be cleared within one week of receiving the bill. If the caterer does not deposit the License Fee, Electricity Charges and Water Charges for two months consecutively, then appropriate action shall be taken by the Institute.
7. The firm 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.
8. The firm shall not do any significant construction work inside the Hexagon premises without the prior permission of the Institute.
9. The firm shall not appoint any person specifically for this business, nor make any major investment for the purpose. In case of termination of contract, the firm shall be solely responsible for its personnel and assets.

F. CONTRACT VALIDITY:

1. The contract will be operative for a period of **one-year**. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for two more years, on year to year basis.
2. 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 Caterer.
- (b) The Caterer not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the vendor meets specification or is deficient and to what degree. In such a case, the notice period shall be one week without any compensation.
- (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Caterer to any third party or subletting whole or part of the contract or the premises to any third party. In such cases, the notice period shall be one week without any compensation.
- (d) The Caterer being declared as insolvent by the court of law. The notice period shall be one week without any compensation.

During the period of termination of contract in any of the situations contemplated above, the Caterer shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the caterer to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

G. JURISDICTION AND RIGHT TO AMEND RULES:

1. The Institute reserves the right to amend the rules of operation whenever and wherever considered necessary and appropriate. The same shall be intimated to the vendor in due course.
2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the contractor and the Institute as per the provisions of the Arbitration and Conciliation Act, 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

H. INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our campus on any working day. In case of any further clarification, the bidders may contact :
Prof. Md Rajik Khan (ID),
Professor in Charge (On Campus Business), NIT, Rourkela.
Tel: 0661-246453
Email-id. khanmr@nitrkl.ac.in
OR
Assistant Registrar (Purchase & Works)
Tel: 0661-2462051
Email-id. purchase@nitrkl.ac.in
2. The bidders must submit Technical & Finance Bids separately.
3. The submitted bid will be valid for a period of **120 days** from the date of opening of technical bid.
4. The Technical Bid should mention the following aspects of the agency/Vendor.
 - a) Techno-Commercial aspects.
 - b) Financial Soundness.

- c) Credentials.
 - d) Proposed Menu and price of food items to be served in the canteen.
 - e) Dully filled-in Annexure-I (along with relevant documents) and Annexure-II.
5. In the Finance Bid, the bidder has to mention the offer rate of License Fee subject to the minimum rate mentioned above. The Bid Price of the License Fee below the minimum rate fixed by the Institute shall be rejected.
 6. **E.M.D. and Tender Cost: EMD (Earnest Money Deposit) of Rs. 50,000/-** (Rupees Fifty Thousand only) and **Tender Cost** (Non-refundable) **of Rs. 1000/-** (Rupees One Thousand only) in the shape of demand draft/Banker's cheque in favor of "**Director, NIT, Rourkela**", payable at **Rourkela** from any Scheduled Commercial Bank except Co-operative and Gramin Bank. The EMD and Tender Cost should reach physically through **speed post / Registered Post / Courier**, containing in an envelope and super-scribed with mention of subject and tender reference no. addressing to **Registrar, NIT Rourkela-769008, on or before 17/08/2022 by 11:00 AM**. The bid without EMD and Tender Cost will not be honored and liable to be rejected. The DD/ Bankers Cheque for the EMD should be valid for a period of 45 days beyond the bid validity period from the date of opening of bids. E.M.D. of the unsuccessful bidders will be returned at the earliest and latest within 30 days after award of the contract.
 7. It is a two part bid tender with separate covers viz; Technical Bid (Cover-I) and Finance Bid (Cover-II), which are to be submitted by the bidder through e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>) and your bid should be valid for a period of 120 days from the date of opening of the Technical Bid.
 8. All relevant information and documents must be furnished along with the proposals in the given format (Annexure-I).
 9. Detailed format along with terms and conditions are also available in our website at www.nitrkl.ac.in.
 - 10. Last date for submission of Bid : 16/08/2022 by 11:00 AM**
 - 11. Date of opening of Technical Bid : 17/08/2022 at 11:00 AM**
 12. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Sd/-
Registrar**

(To be printed on the Letter Head of the Firm)

PROPOSAL FOR RUNNING THE INSTITUTE CANTEEN AT NIT ROURKELA

1. Name of the Firm/Agency/ Caterers/Restaurant owners/ Individual : _____
2. Name of the Proprietor /Partner(s) :
3. Address with Telephone No or Mobile No. : _____
4. Registration No & date (If any) :
5. PAN, VAT, SERVICE TAX Registration No. (If Any) :
6. EPF/ ESI Registration No. (If Any) :
7. Valid Labour License (if applicable) :
8. Name of the person responsible for Management :
9. Details of Experience in similar business :
(Copies of relevant document may be enclosed)
10. EMD Particulars: Bank Draft No. Date: Amount:
11. Proposed Staff list and qualification of senior and managing staff : Use separate sheet
12. Proposed list of food items along with price : Use separate sheet
13. Any other information (give details) : Use separate sheet

Date:

Signature of the Authorized Person

Place:

N.B. (Please enclose the following documents along with the form)

1. ITR/ Income Tax / Sales Tax Clearance Certificate
2. VAT/SRIN registration and PAN No.
3. Dealership Certificate if any.
4. Order copy of other organizations.
5. Photograph of Shop (presently owned), Kitchen and backyard of kitchen.
6. Proposed menu/food items & their price.
7. FSSAI Certificate.

(Letter head of tenderer)

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To

The Registrar

National Institute of Technology
Rourkela – 769008

Ref: Invitation for Tender No. _____ dated _____

I / We, the undersigned, declare that:

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

Yours sincerely

Date:

Place:

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