### **TENDER NOTICE**



# NATIONAL INSTITUTE OF TECHNOLOGY, UTTARAKHAND

# Tender No. NITUK/Estt./2014/15 TENDER FOR "Institute Canteen"

Open Tenders are invited from reputed Individual/firm/company/Agency for running Canteen at the National Institute of Technology, Uttarakhand.

The tender document along with terms & conditions is attached. A demand Draft of ₹500/- (Five Hundred Only) has to be attached with technical bid as a cost of tender. The tender complete in all respect must be dropped in a tender box placed at the Office of NIT Uttarakhand located at ITI Campus, Srinagar Garhwal on or before 19/09/2014 at 11:00 AM or should reach by speed post only to the office of NIT Uttarakhand on or before 18/09/2014 at 06:00 PM. Incomplete in any respect and conditional tenders shall be summarily rejected. The Director NIT, Uttarakhand reserves the right to reject any or all the tenders without assigning any reason thereof.

#### Schedule of Tender

S. No.	Details	Date	Time
1	Notification of Tender	28/08/2014	
2	Pre-Bid Conference	05/09/2014	11:00 am
3	Last date of submission of Tender	18/09/2014 (Speed post only)	06:00 pm
		19/09/2014 (Tender Box)	11:00 am
4	Opening of Tender	19/09/2014	11:30 am

# INVITATION TO TENDER (Non-Transferable)

#### Tender for "Institute Canteen" at National Institute of Technology, Uttarakhand

#### Ref: Tender No. NITUK/Estt./2014/15

- 1. Sealed Tenders in the prescribed format (attached) are invited from the reputed Individual/firm/company/Agency having relevant experience of "Running Institute Canteen" in two bid system i.e.
  - i. Technical bid
- ii. Price bid
- 2. Tender documents can be downloaded from the Institute website **www.nituk.ac.in.** Tenderer should attach the cost of tender in the form of Demand Draft of `500/- (Rupees Five Hundred Only) (non-refundable) payable in favour of Director, NIT Uttarakhand along with Technical bid of the Tender Document.
- 3. The completed tender is required to be submitted along with the EMD for the amount as mentioned in Annexure-II in the form of Demand Draft drawn in favour of "Director, NIT Uttarakhand" payable at "Srinagar Garhwal". The EMD in the form of DD should be kept with the Technical Bid.
- 4. Bids without proper E.M.D. shall be summarily rejected.
- 5. The EMD amount without interest will be returned to the unsuccessful tenderer within 30 days from the award of the Contract.
- 6. The Tender must be submitted in the prescribed formats only. Formats of technical bid and price bid are enclosed as Annexure-V & VII. All the enclosures as asked for have to be enclosed along with the bids.
- 7. The tenderers have to fill all relevant technical details of the each item mentioned in the Specifications/Scope of work (Annexures-IV), as asked in the format. It is mandatory to use the same format as provided in specifications/Scope of work.
- 8. The Tender is to be submitted either by Speed Post or by dropping the envelope containing the tender document in the tender box on or before due dates and time mentioned in the schedule (Annexure-II).
- 9. Any Tender received after the above mentioned date and time shall not be considered.
- 10. The Tender will be opened on the date and time as mentioned in the schedule enclosed as Annexure-II. The tender will be opened in the Conference Hall of the Institute, in the presence of the tenderers or their authorized representatives, if any.
- 11. However, in the event of any unforeseen circumstances, the tenders may be opened at a later date and the same would be intimated through Institute website www.nituk.ac.in
- 12. The Tenderer, with prior appointment on any working day, may visit the office of Assistant Registrar (Stores) of the Institute to get familiarized with the nature, specification and quality of the requirement. The Tenderer may contact Assistant Registrar (Stores), NIT Uttarakhand for this purpose on 01346-257400.
- 13. By submitting the tender, the Tenderer shall be deemed to have fully familiarized with all requisite conditions under which the tenderer is to perform the obligations under the contract.

- 14. Tenders which are not submitted in the prescribed formats and/or without requisite documents and incomplete in any manner shall not be considered. Tenderer should submit the Tender duly signed on each page with the rubber-seal of tenderer to indicate the status of the signatory.
- 15. Tenders with following alterations shall be liable to rejection and Institute is not bound to give any explanation for such rejections.
  - (a) Additional/counter clauses/items
  - (b) Additional conditions
  - (c) Deletion of clauses from the Tender Document.

#### 16. Sealing and Marking of Bids:

- a. The Technical Bid along with all the documents mentioned in the check list (Annexure-I) should be placed in one sealed envelope superscribed "Technical Bid".
- b. The Price Bid should be kept in a separate sealed envelope superscribed "Price Bid".
- c. Both the envelopes should then be placed in one single, sealed envelope Superscribed "Bid for Institute Canteen" and should be addressed to the Director, National Institute of Technology, Uttarakhand. The Tenderer's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope.
- d. Both the inner envelopes superscribed "Technical Bid" and "Price Bid" should have the name and address of the tenderer so that if required, they may be returned to the tenderer without opening them.
- e. If the outer and inner envelopes are not sealed and marked as required, the Institute will assume no responsibility for the bid's misplacement or premature opening.
- f. If for any reason, it is found that the Technical Bid reveals the Price Bid related details in any manner whatsoever, or the Price Bid is enclosed in the envelope superscribed, "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
- 17. At any time prior to the deadline for submission of bids, the Institute may, if necessary, modify the tender document by a written amendment. All prospective tenderers will be notified the amendment which will be binding. The amendments will be notified on the NIT Uttarakhand website www.nituk.ac.in.
- 18. A pre-bid conference will be held as per schedule mentioned in Annexure-II in the Conference Hall of the Administrative Building of NIT Uttarakhand for which all the tenderers are advised to attend. Any doubt regarding the tender document/Specifications/Scope of work of the required items and the terms and conditions of the contract may be clarified in the pre-bid conference.
- 19. Tenders shall be kept valid for a period of minimum of 90 (Ninety) days from the date of opening.
- 20. The Authorities of NIT, Uttarakhand reserve the right to accept or reject any or all the offers or apportion the work amongst the different tenderers in any manner as they may choose without assigning any reason whatsoever and their decision shall be final and binding on all concerned.

DIRECTOR NIT, UTTARAKHAND

#### **Enclosures:**

- 1) Annexure I: Check List of the documents to be provided with technical bid.
- 2) Annexure II: Schedule and EMD of Tender.
- 3) Annexure III: Terms and conditions.
- 4) Annexure IV: Specifications/Scope of Work
- 5) Annexure V: Technical Bid.
- 6) Annexure VI: Self-certified declaration regarding blacklisting/ debarring for taking part in Tender.
- 7) Annexure VII: Price Bid.

DIRECTOR NIT, UTTARAKHAND

# Check List of the documents to be provided with Technical Bid:-

The enclosures have to be enclosed in serial order as mentioned hereunder:-

Sr. No.	Documents/ Certificate	Yes/No		
1.	Technical Bid (Annexure-V)			
2.	Demand Draft of Tender Fees as mentioned in Annexure-II (non-refundable).			
3.	Demand Draft of EMD as mentioned in Annexure-II.			
4.	The Certificate for the Status of the Firm/ Company/Agency (as applicable)			
5.	Self-certified declaration or certificate issued by Competent Authority as a proof of proprietary (in case of proprietorship firm)			
6.	Tender Specific authorization letter from original equipment manufacturer (OEM) in favor of tenderer (In case of tenders for purchase of Goods only.)			
7	Copy of Balance Sheet with Profit & Loss Account for last three financial years. (duly attested by Charted Accountant) (If, the Firm/ Company/ Agency is established before three years, otherwise from the date of establishment of firm/company/agency)			
7.	2010-11			
	2011-12			
	2012-13			
8.	Copy of appropriate PAN Card			
	Income Tax return for last three financial years (If, the Firm/ Company/ Agency is established before three years, otherwise from the date of establishment of firm/company/agency)			
9.	2010-11			
	2011-12			
1.0	2012-13  Copy of Purchase orders/work orders/ Contracts of Value more than 10 times of			
10.	EMD for the relevant items			
11.	Copy of Sales Tax Registration Number. (Required for purchase of Goods only)			
12.	Copy of Service Tax Registration Number. (if available) (Required in case of Service, Not required in case of purchase of Goods)			
13.	Declaration regarding blacklisting/debarring for taking part in Tender (Annexure-VI)			
14.	Signed copy of the following tender documents as a token of acceptance.  a) Copy of Tender Notice. b) Copy of Invitation to tender (all pages).			
	c) Copy of Check List (Annexure-I)			
	d) Copy of Schedule and EMD of Tender (Annexure-II)			
	e) Copy of Terms & Conditions (all pages). (Annexure-III)			
	f) Copy of Specifications/Scope of work (all pages). (Annexure-IV) g) Copy of Technical Bid (all pages) (Annexure-V)			
	h) Copy of Self-certified declaration regarding Black listing/Debarring.  (Annexure-VI)			
	All the pages on both sides are required to be signed with stamp.			
15.	Copy of Shop and Establishment License for current year (as applicable)			
16.	Copy of Food License (valid on the date of tender opening)			
17.	Any other document			

DIRECTOR NIT, UTTARAKHAND

# **Schedule and EMD of Tender**

SI. No.	Details		Date	Time
1.	Notification of Tender	28/0	8/2014	
2.	Pre-Bid Conference	05/09/2014		11:00 am
3.	Last date of submission of Tender	18/09/2014 (Speed post only)		06:00 pm
		19/0	9/2014 (Tender Box)	11:00 am
4.	Opening of Tender	19/0	9/2014	11:30 am

SI. No.	Details	In the form of	Drawn in favour of	Amount (Rs.)
1.	Tender Fees	Demand Draft	Director, National Institute of Technology, Uttarakhand, Payable at Srinagar Garhwal.	500/- (Five Hundred Only)
2.	Earnest Money Deposit (EMD)	Demand Draft	Director, National Institute of Technology, Uttarakhand, Payable at Srinagar Garhwal.	10,000/- (Ten Thousand Only)

DIRECTOR NIT, UTTARAKHAND

# **Terms & Conditions for running Institute Canteen**

- 1. The Director of NIT Uttarakhand reserves the right to accept or reject any Tender or all Tenders without assigning any reason or reasons.
- 2. The Successful Tenderer shall start within fifteen days of offer given by the Institute. If the Successful tenderer fails to start the Canteen the earnest money will stand forfeited and next eligible Tenderer will be offered the contract.
- 3. The contract will be operative initially for a period of one year from the date of award, extendable by the Institute for another period of one year subject to satisfactory working, on the same terms and conditions.
- 4. The Successful Tenderer will make the arrangements for keeping all edibles in glass- covered showcases, free from flies and insects.
- 5. No responsibility will be taken by the Institute for credit sales/ losses or pilferage.
- 6. The NIT canteen shall not be closed on any day of the year without the prior written permission of the Institute.
- 7. The Successful Tenderer shall sale and serves only such items as are approved by the Institute.
- 8. The Successful Tenderer shall display the approved list of rates of approved edible items at the appropriate place in the canteen.
- 9. The Director or its authorized representative/Canteen committee member(s) may inspect the preparation from time to time and reject such preparations, which are not considered wholesome or hygienic without any compensation.
- 10. The crockery and other serving items should be of good quality as approved by the Committee.
- 11. The Successful Tenderer is bound to maintain cleanliness conditions in and around the canteen. No staff member of the Institute will be engaged for the purpose and it shall be entire responsibility of the Successful Tenderer.
- 12. The Successful Tenderer will pay necessary fee, taxes as applicable, according to the rates prescribed by the Government or any other Authority for running the Hostel, canteen directly to concerned Authorities.
- 13. In case of dispute arising between the Successful Tenderer and Institute the decision of the Director shall be final and binding on the Successful Tenderer.
- 14. The Successful Tenderer should have sufficient equipment and crockery and other items normally required in a Good NIT Canteen.
- 15. The Institute reserves the right not to allow the Successful Tenderer for the sale of a particular brand/make of any item.
- 16. The Successful Tenderer should have sufficient utensils, crockery and other infrastructure to provide the service and Buffet Lunch/ Dinner/ Tea Party.
- 17. The Successful Tenderer should take all safety measures while running canteen.
- 18. The Tenderer will keep a First Aid Box.
- 19. It is the responsibility of the Successful Tenderer to get the Verification and antecedent of the employees, employed by the Successful Tenderer.
- 20. The Successful Tenderer is responsible for the safety of the manpower engaged by him.
- 21. The Successful Tenderer shall not deploy any minor to work in the canteen.
- 22. The Institute may constitute a Canteen Committee to Monitor and advice on the edibles to be served in the Institute canteen.
- 23. The Successful Tenderer shall not employ in the canteen any person suffering from any contagious or infectious disease.
- 24. The Successful Tenderer shall not sublet a part or whole of the premises to any other agency for any purpose what so-ever.
- 25. The Successful Tenderer shall be allowed to run movable trolleys in the Institute campus if required.
- 26. The Successful Tenderer shall not indulge himself in carrying out activities other than the purpose stipulated here under.

- 27. The Successful Tenderer shall keep the Licensor indemnified against any or all Claims for damages, which may be caused to any workman of the Licensee.
- 28. The Successful Tenderer shall provide identity cards to its employees approved by the Administration of the Institute and the expenditure has to be borne by the Successful Tenderer.
- 29. That upon the expiry of the period of this contract or upon termination of the License to run the Institute canteen, the Successful Tenderer shall wind up its business and vacate the entire licensed premises. In case he fails to vacant the licensed premises, the Institute reserves the right to remove his items at the contractor's risk & cost.
- 30. In case of sale of expiry date edibles penalty of Rs. 2,000/- will be imposed.
- 31. All the taxes will be paid by the Tenderer. The Institute will not pay any taxes/charges to any agency.
- 32. The Price quoted should include all taxes payable by the contractor. No Tax will be reimbursed by the NIT, Uttarakhand separately.
- 33. Packaging should be of good quality & approved by the Canteen Committee. The packed items should be sold at rates lower or equal to MRP.
- 34. The items mentioned in Annexure-IV should be kept and sold mandatorily on the daily basis.
- 35. The Tenderer shall pay the electricity bill as per the actual consumption.
- 36. The price quoted in Annexure-VII should not exceed than the maximum acceptable price mentioned in Annexure- IV.
- 37. The Tenderer has to keep and maintain Microwave Oven, Refrigerator and Juicer.
- 38. Sale of any kind of Liquor including Beer, Cigarettes, Gutakha or any other toxicating items will not be permitted in the Canteen.
- 39. The tender will be evaluated on the basis of Tenderer's experience, executed contracts, contracts in hand, capacity to prepare regional food, managerial abilities and other relevant factors as considered appropriate by the Canteen Tender Committee.
- 40. If required, a team of officers of NIT, Uttarakhand may also check up the quality of food served etc. by the contractor at the place of his/her/their current contract of Institute canteen.
- 41. The lowest bid will be determined by calculating the cost of items as mentioned below:

Sr.	Description	Qty. for
No.		comparison
1	Egg Omelet with	05
	two bread slices	
2	Tea	10
3	Coffee	05
4	Milk Shake	01
5	Fresh Juice	01
6	Veg Sandwich	01
7	Samosa	02
8	Bread Pakora	02

Sr.	Description	Qty. for
No.		comparison
9	Noodles	02
10	Butter Toast	02
11	Idli (70-80 gms)	02
12	Medu Wada (70-80 gms)	02
13	Photo Copy (Single Side)	20
14	Photo Copy (Double Side)	10
15	Photo Copy (without pages)	10

#### 42. Legal Aspects

- i. Any dispute in regard to the meaning, effect or interpretation of any clause of this contract/agreement shall be referred to the sole Arbitrator i.e. Director, NIT, Uttarakhand who would act as the sole Arbitrator and proceedings of such arbitration shall be conducted in accordance with the provision of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of Arbitration shall be Srinagar Garhwal.
- ii. All legal disputes shall be subject to Jurisdiction of Dist. Pauri Garhwal.
- iii. After award of the contract, the Contractor will enter into an agreement with the Institute for execution of this contract as per the prevalent rules and regulation of the Govt. This agreement will be executed on non-judicial stamp paper of appropriate value and the cost of stamp paper will be borne by the Contractor.

- iv. The Contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequent of the execution of the contract against all claims, demands, proceedings, damages cost, charges and expenses whatsoever in this respect and also on account of acts of omission and/or commission of the personnel deployed by the Contractor.
- v. Any property/ fitting or fixture, if damaged by the supervisor or the labourers engaged by contractor, the cost as fixed by the Administration of the Institute shall be recovered from the Contractor's bill/Security deposit.
- vi. In case of violation of any of the above condition, the Contract is liable to be terminated with immediate effect and shall be barred from future assignments.
- vii. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment. In addition, penalty may be imposed on the contractor as decided by the Canteen Authorities for such incidence/s.
- 43. **Important Note-No Deviation Clause:** Any deviation in terms and conditions or the form of price bid i.e. inclusion/ exclusion of Taxes, levies, surcharges and additional heads for charges shall be discussed in Pre-Bid Conference. The Institute authorities shall modify the tender documents, if required in the light of the discussion.
- 44. However, if any Bid (Technical/Price) stipulates additional conditions or deleting the conditions mentioned in the tender shall be summarily rejected.

DIRECTOR NIT, UTTARAKHAND

#### **Undertaking**

I have understood completely about this T ender document and the terms and conditions therein. I agree to sale the edibles on the rates mentioned in the Price Bid (Annexure-VII). I have also understood that I have to maintain quality of edibles.

Date:	Signature
	Name
	Stamp Stamp

#### Scope of Work

1. The successful Tenderer should mandatorily keep and sell the items mentioned below to the students and staff on daily basis throughout the contract period. The number of students with staff is around 800.

#### I. Mandatory Eatable Items to be sold in the canteen:

S.N.	Description	Quantity/Size	Maximum acceptable Price (Rs.)
1	Egg Omelet	single egg with two bread slices*	12/-
2	Tea	100 ml	07/-
3	Coffee	100 ml	12/-
4	Milk Shake	200 ml	25/-
5	Fresh Juice	200 ml	25/-
6	Veg Sandwich	02 slices*	10/-
7	Samosa	01 piece	07/-
8	Bread Pakora	Two piece of half slice*	07/-

S.N.	Description	Quantity/Size	Maximum acceptable Price (Rs.)
9	Noodles	01 plate (200 gms)	20/-
10	Butter Toast	02 pieces	10/-
11	Idli (70-80 gms)	02 pieces	30/-
12	Medu Wada (70-80 gms)	02 pieces	40/-
13	Ice Cream	-	Below or at MRP
14	Packed Juices	-	Below or at MRP

<sup>\*</sup>The size of the slice must be of at least 03 inches x 03 inches

II. The successful Tenderer will have to provide photo copy / Printing facility.

S. No.	Name of the Items	_	Maximum Acceptable price for 1 Page Photo Copy (Rs.) per Side
1	Photo Copy / Print (single side printing)	01	1.5
2	Photo Copy / Print (double side printing)	01	1.25
3	Photo Copy / Print (without paper printing)	01	1.00

- III. The successful Tenderer has to make all the items available on daily basis. The Institute reserves the right to cancel the tender if any of the items mentioned in Annexure-IV (Clause I & II) are not provided.
- IV. Additional packed items and stationary items can be sold with the permission of the Institute authority at the rate equal to or below the MRP.
- 2. The Successful Tenderer shall keep the NIT Canteen open during the timings 9.00am to 10.00pm both in Summer and Winter for students and staff and visitors of this Institute only.
- 3. The Tenderer shall provide tea/ coffee and snacks in the Institute offices (both at ITI and Polytechnic campuses) as per the requirement.
- 4. The Successful Tenderer should be able to provide Tea Snacks/food arrangement for the meetings and also on Institute Functions on mutually agreed rates of Specified eatables if not covered under approved items.
- 5. The items, which are not included in the List, these items can be sold on the rates mutually agreed by the Institute and the Successful Tenderer.

DIRECTOR NIT, UTTARAKHAND

#### **Technical Bid**

#### Ref. : NITUK/Estt./2014/15

# Tender for running institute canteen

All the details must be filled by the contractor and copy of relevant documents has to be enclosed in the serial order as mentioned here under:

Sr. No.	Description	To be filled by tenderer
1.	Name of the Tenderer	
2.	Address of the Tenderer	
3.	Contact number of Tenderer	
4.	Demand Draft No. and Date as cost of tender fees as mentioned in annexure II (non-refundable)*	
5.	Demand Draft No. and Date as EMD as mentioned in annexure II*	
6.	Type of Organization/ Enterprise (sole proprietary firm / partnership firm/ company/ agency)	
7.	Details of Shop and Establishment License for current year (as applicable).	
8.	Details of Food License	
9.	PAN Card No.	
10.	Service Tax Registration No.	
11.	Affidavit & Certificate	
		. =

#### Undertaking

I hereby agree to provide and serve the items mentioned in ANNEXURE- III as per the rates quoted by me / negotiated as per the terms and conditions mentioned.

Date:	Signature
	Name
	Stamp

<sup>\*</sup> Please write your name at the back of Demand Draft.

# SELF-CERTIFIED DECLARATION REGARDING BLACKLISITNG/ DEBARRING FOR TAKING PART IN TENDER

M/s	I / We (Tenderer) here	eby declare that the firm / agency /namely
Union/	State Government or Organization from taking part in Gove	ernment tenders in India.
	OR	
	I / We	$\_$ was blacklisted or debarred by Union,
	Government or any Organization from taking part in years w.e.f to	
rejecte In add	In case the above information found false I / We are full d/cancelled by Director, NIT Uttarakhand, and EMD/SD shaition to the above the Director, NIT Uttarakhand will no eted/partially completed work.	all be forfeited.
	Nar	ion: me:
	Addre	PSS:

# राष्ट्रीय प्रौद्योगिकी संस्थान, उत्तराखण्ड NATIONAL INSTITUTE OF TECHNOLOGY, UTTARAKHAND

#### **Price Bid**

(To be sealed in a separate envelope)

# Ref :- Tender no. NITUK/Estt./2014/15

# Tender for "Running Institute Canteen"

Nam	e of the Contractor:			
Addr	ess:			
Telep	ohone No	Mobile No.		
·				
Sr. No.	Item	Desired Quantity	Amount Quoted (Rs.) inclusive all taxes/Levis etc. for rate per unit.	
	e Items:			
1	Egg Omelet	single egg with two bread slices		
2	Tea	100 ml		
3	Coffee	100 ml		
4	Milk Shake	200 ml		
5	Fresh Juice	200 ml		
6	Veg Sandwich	02 slices		
7	Samosa	01 piece		
8	Bread Pakora	Two piece of half slice		
9	Noodles	01 plate (200 gms)		
10	Butter Toast	02 pieces		
11	Idli (70-80 gms)	02 pieces		
12	Medu Wada (70-80	02 pieces		
	gms)			
	s Items:			
13	Photo copy/ Print (Single Side printing)	Cost of photo copying per side		
14	Photo copy/ Print (double Side printing)	Cost of photo copying per side		
15	Photo copy/ Print (without paper)	Cost of photo copying per side		
	ted items shall be sold at		oles at the rates mentioned. All gnature Name	
			Stamp	