

**NATIONAL INSTITUTE OF TECHNOLOGY
KURUKSHETRA-136 119**

Advertisement No. 2/2014

NOTICE

EXPRESSION OF INTEREST (EOI) FOR PROVIDING OAT CAFETERIA SERVICES

Sealed Expression of Interest (EOI) is invited by the Registrar for and on behalf of Director NIT, Kurukshetra from the reputed Firms/Persons/MNC for running the OAT Cafeteria in the Institute on contract basis at NIT, Kurukshetra. The EOI will be received up to **2.30 pm on 30.01.2014** and opened on same day at 4.30 pm. The details of EOI are available at the Institute website www.nitkkr.ac.in. The EOI must accompany a Demand Draft of Rs.1000/- (Rupees One thousand only) in favour of Director, NIT, Kurukshetra, otherwise it will be rejected:

Name of Canteen	Pre-EOI meeting (in the office of Dean (Estate))	Last date for receipt of EOI
OAT Cafeteria	20.01.2014 at 3.00 pm	30.01.2014 at 2.30 pm

Note: The EOI received after stipulated date and time shall not be entertained.

Registrar

Expression of Interest for running the OAT Cafeteria in the Institute

Eligibility Criteria:

1. Should have minimum of 5 years of relevant experience in running cafeteria/canteen/catering.
2. The firm should be registered/incorporated in India.
3. The firm should have Valid PAN/Service Tax Registration with appropriate license to run the service.
4. The firm should have PF,ESI and other applicable Statutory Registration.

Submission of Proposal:

The following documents and information must be submitted along with the Expression of Interest.

A. Brief description of the firm/company, including an organization chart and no. of employees deployed.

- i. Name of the Firm with complete address, phone and Fax No. , Email ID, along with details of branches, if any.
- ii. The status of the Firm: Proprietary/Partnership/Registered Company/Co-operative Society.
- iii. Major Clients and Details of Contracts of similar nature executed in the last 5(Five) years.
- iv. PAN No. Financial Status including Income Statement, Balance Sheet, Turnover for the last three years.
- v. Copy of ESI and P.F. Registration Certificate.
- vi. List of Employees with Qualification and Experience to be certified by an authorized person of the Firm/Company.
- vii. Techniques and methodology adopted by the firm including engagement of consultants/professional experts having contract with the firm/company for various specialized services.
- viii. References of at least three reputed company/institution/firm/client(s) who are familiar with the firm and have experienced the services.

B. A brief write-up to be provided by the firm as to how they propose to provide the cafeteria services by way of on-site cooking and serving and providing ready to eat food, snacks and beverages.

Interested bidders must visit OAT Cafeteria at their own cost before submitting the Expression of Interest.

The Institute shall pre-qualify interested Companies/Firms/Organizations. Pre-qualification shall be based on such criteria as capacity of the firm/company's experience and past performance in the business. After completion of the pre-qualification process, the Institute will notify the shortlisted Firms for issuing the **Tender Documents**.

The Expression of Interest (EOI) should be submitted in a sealed cover by super scribing the envelope with "**Expression of Interest for OAT Cafeteria**" with relevant enclosures to the following address:

**The Dean (Estate)
National Institute of Technology,
Kurukshetra-136119**

The Expression of Interest should reach in the Institute on or before 30.01.2014.

The Institute reserves the right to accept or reject any Expression of Interest (EOI) without assigning any reason and any liability or any obligation to inform the affected firms and grounds for Institute's action is not binding.

TERMS AND CONDITIONS

for running the OAT Cafeteria in the Institute

1. Business for which license will be given is as under:

Location of canteen	Covered Area (Sq. ft.)
OAT Cafeteria	3000 (approximate)

- a) The License fee @ Rs.9,000/- + service tax as per Govt. notification amended from time to time will be charged per month. License fee shall be enhanced @ 25% after every two years from the date of allotment, subject to satisfactory performance, if given an extension
 - b) Opening hours of the Canteen: 8.00 am to 10.00 pm everyday.
 - c) Only NIT students, faculty, staff members and their families and their accompanying guests are allowed in the canteen.
 - d) Disposal of wastes should be done by contractor outside the premises of the Institute.
 - e) The contractor will be responsible to renovate, furnish & maintain the given area.
2. Initially the contract will be awarded for two years, renewable on yearly basis subject to satisfactory performance. The performance of the establishment will be continuously judged by the Competent Authority of the Institute. If the performance is not found satisfactory at any stage, a notice to improve the performance would be issued. If even after that the performance continues to be unsatisfactory, the license may be cancelled after giving one month notice.
3. If at any stage the Contractor or his employee (s) is/ are found to be involved in any unwanted activity inside or outside the premises of the Institute, the agreement is liable to be terminated by the Competent Authority by giving one month notice. In case of non-payment of dues and in the event of breach of any of terms and conditions contained herein, the allotment of the Cafeteria is liable to cancel by giving three month notice as provided in the agreement.
4. The contractor once allotted for running cafeteria in the campus, will not be considered to participate in allotment of another commercial establishment in the campus during the entire period of stay in the campus.
5. The contractor/ his servants(s)/ his nominee will not be permitted night stay in the allotted premises.
6. On selection, the licensee shall pay a security amount of Rs.20,000/-. In addition to security, the licensee shall pay three months rent in advance which will remain with the Institute along with security deposit. The licensee shall pay the monthly rent by 10th of every month and copy of the receipt to be deposited with the Estate Office failing which late fine @ Rs.50/- per day will be charged till the deposit of rent for that month. In the event of the default on the part of the licensee in making payment on or before the dates as mentioned above the Institute shall have the right to cancel the license aforesaid forthwith and licensee shall not be allowed to carry on his business and the licensee shall have no claim or right to claim for any compensation or damage from the Institute.

7. The premises of the Cafeteria will be used only for the purpose for which the allotment is made and not for any other purpose without the written permission of the competent authority of the Institute.
8. The Contractor will not be permitted to franchise the canteen for any commercial activity.
9. No person with any adverse record with the police will be allowed to be associated with the Cafeteria.
10. The Contractor will have to execute and sign a License Deed on one hundred rupees Non- Judicial Stamp Paper as per the Institute format.
11. Late EOI will be summarily rejected.
12. No Commercial Vehicles of the Contractor will be allowed to be parked in the premises and these will have to leave the Campus after loading/ unloading.
13. Contractor will ensure all safety measures including Fire Risk due to equipment/ oven/fridge etc. The cleanliness and hygienic conditions shall be maintained using the latest methods.
14. No child below 18 years of age will be employed by the Contractor.
15. The modern, state of the art equipment should be in use in running canteen, cafeteria, kitchen, etc. The cleanliness and hygienic conditions shall be maintained using the latest methods.
16. All required Licenses for running the canteen will be obtained from the Local Bodies by the contractor at his own expenses.
17. Arrangement for lifting of left- over food and all waste material will be made by the contractor and will be responsible to dispose them outside the Campus.
18. The Licensing Committee of the Institute can check the rate list etc. at any time.
19. That the licensee or his employee(s) shall deal courteously with the customers and shall not indulge in any such act which shall spoil the peaceful atmosphere in the Institute Campus.
20. The licensee shall take the electricity connection from UHBVN Ltd. directly and show the proof of payment of bills to Estate Section every month. Further, the licensee shall be responsible for doing routine maintenance of his premises and to protect the Public Health and Electrical fittings/fixtures provided in canteen, kitchen & toilets.
21. The licensee shall not cause any damage to the Cafeteria, the electrical fittings or any other structure/ fixtures around the shop.
22. The license may be renewed at the discretion of the Institute. However, in the event of expiry of the license, the licensee shall close his business and shall vacate the Cafeteria forthwith.
23. In case of any dispute between the licensee or his employee and the customers the decision of the Director of the Institute shall be final and binding on the licensee.
24. After the expiry of the license period or in the event of cancellation of the license under any clause of the License Deed, the licensee shall hand over the possession of the said Cafeteria shall automatically become the property of the Institute and the licensee shall have no right or claim over them.
25. The licensee shall be liable for payment of penalty equivalent to monthly rent for a default period of one week or part thereof in the event of his failure to hand over the possession of the said cafeteria to the Institute on cancellation of the license or expiry of the license period or with in the period specified by the Institute under any clause of this License Deed.

26. In case the licensee fails to render satisfactory service/maintains quality/adhere to business timings etc. the license shall be liable to be cancelled at the discretion of the Institute.
27. The Institute shall not be responsible for any dispute between the licensee & customers in respect of any business dealing.
28. Any notice to the licensee in respect of the grant of license/request demand or otherwise whatsoever may be given by the Institute by leaving the same or sending the same by post at the address of the licensee given below, which shall be considered as sufficient notice delivered to the licensee.
29. All firms applying for the Cafeteria must have valid STCC, VAT/ TIN No. etc.
30. Prices are to be displayed on the Rate List at a conspicuous place in the Cafeteria.
31. Any tax imposed by any Govt. Agency due to this Cafeteria will be borne by the contractor.
32. All the workers need to have their police verification before start of business at NIT, Kurukshetra. A Certificate to this effect should be deposited to NIT, Kurukshetra by the contractor.
33. There will be no liability for any occupational medical emergency. The health of workers shall be the responsibility of the Licensee. Labour employed shall not have any communicable diseases. A certificate to this effect shall be submitted annually by the contractor. All local laws of Contract labour should be followed by Contractor.
34. All the workers shall be properly dressed during Canteen timings.
35. Proper computerized & itemized bills should be generated for all the orders placed.
36. The contractor cannot occupy any outside space without prior permission of the Institute.
37. Authorities of NIT, Kurukshetra reserve the right to reject any or all the applications without assigning any reason therefore.
38. Earnest money will be forfeited on non-acceptance of the specified premises allotted.
39. All matters of disputes shall be referred to the Director, whose decision shall be final and binding and shall not be challengeable in any court of law.
40. Any legal dispute will fall under Kurukshetra Jurisdiction.
41. Besides the above terms and conditions the relevant law of the land will prevail.