

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

[Under the Ministry of Education (Shiksha Mantralaya), Govt. of India]

KURUKSHETRA - 136119 (HARYANA)

(An Autonomous Body of the Ministry of Education, Govt. of India)

Phone: (01744) 233266,233566.

E- mail: stores@nitkkr.ac.in

Fax: (01744) 238065

Website: <http://www.nitkkr.ac.in>



TENDER DOCUMENT

Tender Notification. No. EO/3366

Dated:24.11.2022

Name of Item	: SENATE HALL CANTEEN SERVICES at NIT KURUKSHETRA
Tender Fee	: Rs. 1000/-
E M D Amount	: Rs. 50,000/-
Time for Contract period:	: Five Years
Date of request for tender document	: 24.11.2022
Last Date for Submission of Tender	: 22.12.2022 10:00
Address for Submission of Tender	: https://mhrd.euniwizarde.com
Pre-Bid Meeting	: 02.12.2022 11:00
Date of Opening of Technical Bid	: 22.12.2022 11:00



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Tender Notification. No.

Dated:

NOTICE INVITING e-TENDER (e-NIT)

National Institute of Technology Kurukshetra invites online Tenders (<https://mhrd.euniwizarde.com/>) for the following services in **two bid system** (i.e. Technical bid and financial bid) subject to the following terms and conditions from established caterer having experience in reputed Educational Institutes/Govt. Sector/PSUs/ Private Institutions/ Service Providers, so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned in the presence of bidders or their authorized agents who may choose to be present. Bidders can verify their bid status through online portal <https://mhrd.euniwizarde.com/>. The financial bid of only such bidders whose technical bid is accepted shall be opened later on pre-informed date.

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7. Date of Opening of Technical Bid	: 22.12.2022

SECTION 1 A:- PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrollment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
10. ***The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.***

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599,9350530626.**

7. INSTRUCTIONS TO THE BIDDERS

1. **Process for Bid submission through MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows (Home page ⇒ Downloads ⇒ Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.
4. **The bidder has to “Request the tender” to MHRD portal before the “Date for Request tender document”, to participate in bid submission.**

5. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
7. No deviation to the technical and commercial terms & conditions are allowed.
8. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

IMPORTANT Note: - All documents should be clearly scanned and in readable format and are to be uploaded on the e-Tendering portal before due date and time.

- Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of **Rs.2000/- + applicable GST** as onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
- Bidders must provide the details of PAN number; registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details.
- Bidders must have a valid email id and mobile number.
- Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after uncapping it from the exiting user id.
- Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
- Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- Bidders are advised to read complete BoQ /SoQ /Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- Any modification/replacement in BoQ/ SoQ/ Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- Bidders must pay required payments (Tender fee, BID SECURITY, Tender Processing Fee etc. as available on the portal), before submitting the bid. ***Tender form fee & Tender processing fee is non-refundable.***
- Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
- The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
- Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.

- After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder
- can keep print of the bid submission acknowledgement.
- If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
- The time displayed in the server is IST (GMT+ 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Mr. Shekher Tyagi	9205898221
Mr. Birendra Kumar	8448288988,
Office Number (E-Wizard)	011-49606060
Helpdesk Email	ewizardhelpdesk@gmail.com

INTRODUCTION:

National Institute of Technology Kurukshetra invites online Tenders from established caterer having experience in Reputed Educational Institutes/Govt. Sector/PSUs/ Private Institutions/ Service Providers, who fulfills the eligibility criteria as enunciated herein after for canteen services at work spot of the "Senate Hall of the Institute" for a period of five years which can be further extendable as per the satisfactorily performance of the services and terms & conditions set out in the tender document.

1. Work:

Bidder shall be responsible for all activities related to the Canteen services and other activities notified from time to time by the concerned authority of the Institute. Brief description of Scope of work for Canteen Contractor is indicated in **Annexure-I**.

2. BIDDING PROCEDURE:

Two bid system will be followed for the tender.

2.1 The Bidders are requested to give detailed tender in two Parts:

Part- I : Technical Bid

Part - II : Financial Bid

2.1.1 Technical Bid:

Technical Bid/ Bidder Details Form-**Annexure-II** is to be submitted online along with the following documents.

- a) Copy of the receipt of the Tender fee.
- b) Copy of the receipt of the submission of EMD.
- c) Attested copy of Registration Certificate of the firm.
- d) Work experience certificate of similar work for last three financial years.
- e) Attested copy of the IT return filed for the last three financial years
- f) Annual turnover certificate duly certified by Chartered Accountant for the last three financial years.
- g) Attested copy of all the necessary registrations of the Government under the Shops and Establishment Act, Contract Labour Act, PF, ESI, GST, GSTIN, PAN and license from FSSAI etc.
- h) Affidavit regarding Blacklisting & Fraud and Corrupt Practices in **Annexure- III**.
- i) Undertaking regarding Tender Conditions Acceptance as prescribed in **Annexure-IV**.

Note 1: Please indicate page nos. on your tender document.

Note 2: The technical offer should not contain any price information. Any price information will lead to cancellation of the submitted bid.

2.1.2 Financial Bid:

Financial Bid is to be submitted in an online form, super scribing "**Part II: Financial Bid for Senate Hall Canteen Services**" in the proforma prescribed at **Annexure-V**. In case financial bid is not submitted separately and combined with technical bid, the bids will be summarily rejected.

2.2 Earnest Money

EMD in an original form valid for minimum six months, through Bank Guarantee drawn on any scheduled bank in favour of "Director NIT Kurukshetra", payable at Kurukshetra should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. Online payment facility for EMD is available. The EMD shall be returned to the unsuccessful bidders after the notification of award of the contract. Relaxation for Start-up, MSMEs, Make in India will be as per GOI norms.

2.3 Evaluation of Bid:

Bids will be evaluated in two steps based on Technical and Financial criteria.

Technical Evaluation:

- I. The bidder must fulfill all the minimum eligibility criteria mentioned in the tender document.
- II. During the technical evaluation stage, each bidder shall be assigned marks as per the criteria specified. Total marks will be awarded out of **50**.
- III. Evaluation shall be done only on the basis of supporting documents submitted by the bidder along with technical bid for the criteria as mentioned in document.
- IV. A Bidder must fulfil the minimum eligibility criteria and should secure a minimum of 60% marks (i.e. 30 marks out of total 50 marks) in Technical Bid Evaluation in order to be a qualified bidder for being eligible for opening of financial bids.
- V. A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures as above. The technical bid not meeting the essential criteria/minimum or any other requirements as per the tender documents shall be rejected and their financial proposals will not be considered any further. The decision of the competent authority will be final and binding.
- VI. Technical bid evaluation will be done by a Committee constituted by the Director of the Institute based on the following criteria:

Illustration

Technical Bid Evaluation:

Document part

(a) Experience: 10

- 3 Years – 5 marks
- Above 03 Years – 10 marks (1 mark per year upto maximum 10 marks)

(b) Turn over: 10 Marks

- 20 Lakh – 5 marks
- Above 20 to 30 Lakh -- 8 marks (1 mark each 5 lakhs maximum upto 10 marks)
- Above 30 Lakh – 10 marks (1 mark each 5 lakhs maximum upto 10 marks)

(c) Performance Certification (Performance Report): 10 marks

- Very Good – 10 marks

- Good – 7 marks
- Satisfactory – 5 marks
- Average – 3 marks

(d) Average Number of persons served per day: 10 marks

- 200 Persons – 5 marks
- 200-400 Persons – 7 marks
- Above 400 Persons–10 marks

(e) Presentation Before Committee: 10 Marks

It is the responsibility of the bidder to submit the neat and clean documents so that they will be readable.

Financial Evaluation:

Financial Bids shall be opened for only those bidders who qualify in the technical bid evaluation.

- Opening of Part-II (Financial Bid) will be intimated to technically qualified tenderers (those who secured a minimum of 60% marks i.e. 30 marks out of total 50 marks) in Technical Bid Evaluation and fulfill all the eligibility conditions) after scrutiny of Part I: Technical Bid.
- Final evaluation for awarding of contract will be based on financial bid only. In case lowest quoted rates from more than one tenderer comes out to be same then tenderer having more marks in the technical bid evaluation will be given preference. In case the scores also match for more than one bidder, the tenderer having higher average turnover in last three financial years shall be given the preference.

Note 1: The Director of the Institute reserves the right to reject all bids without assigning any reason.

Note 2: Overwriting or erasing in the bid documents shall render the same invalid. If unavoidable, all cuttings/over writings should be attested by the authorized signatory. In case space provided is not sufficient, additional sheets may be attached.

Note 3: The bids must contain the information as required in the format prescribed. The bids which do not contain the information as desired and are not supported by necessary documents will not be considered for evaluation.

Note 4: Conditional bids shall not be considered and will be rejected out rightly at the very first instance.

2.4 REJECTION OF TENDERS

The Director, National Institute of Technology, Kurukshetra at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:

- If the bidder has failed to deposit EMD amount in the prescribed mode and Tender Document Fee
- If validity of the bid is less than the period prescribed (90 Days)
- If the tender is not duly signed by the authorized signatory, or not found proper or complete to the satisfaction of NIT, Kurukshetra in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- If the minimum eligibility condition as mentioned in the document is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- If the tenderer tries to do canvassing in any form.

2.5 Submission of Tender

The intending tenderer must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

- a. Information and Instructions for tenderers posted on website shall form part of Tender document.
- b. The bid document consisting of technical evaluation sheet, bidder's eligibility criteria the financial bid format and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from <https://mhrd.euniwizarde.com> or www.nitkkr.ac.in free of cost.
- c. But the bid can only be submitted after deposition of EMD and Tender Cost and other documents as specified. It is mandatory to upload scanned copies of all the documents stipulated in the bid document. If the documents stipulated in the bid document are not uploaded, then bid will become invalid and shall summarily be rejected.

3. MINIMUM ELIGIBILITY REQUIREMENT

ELIGIBILITY CONDITIONS

ELIGIBILITY CONDITIONS/GUIDELINES FOR EVALUATION OF TECHNICAL BIDS

Followings are the qualifying criteria:

1. The bidder must be in a business of catering with a valid license and running canteen in Educational Institutes/Govt. Sector/PSUs/Repute Private Institutions having at least three years of experience in catering.
2. The bidder should currently have at least one canteen contract catering to more than 200 students / persons at a time of lunch/dinner, in reputed organization/corporate house/ educational institution/ government organization.
3. The bidder should have all the necessary registrations of the Government under the Shops and Establishment Act, Contract Labour Act, PF, ESI, GST and must be in possession of GSTIN and PAN etc. whichever is applicable. Food & adulteration
4. The Technical Bid should be accompanied with Rs. 50,000/- (Rupees Fifty thousand only) as an earnest money deposit.
5. Bidder should mandatorily submit IT returns for the last three financial years.
6. Annual Turnover certificate duly certified by Chartered Accountant for the last three Financial years.
7. The bidder should not have been blacklisted by any Govt./ Semi Govt./ Govt. Undertaking/ University/ Institute/ other reputed establishment for any reason whatsoever. Bidder should submit declaration in this regard. In future, if any false declaration proved contract will be terminated and security forfeited.

4. General Terms and conditions of the contract:

Business for which license will be given is as under:

Name of Canteen	Covered Area (Sq. ft.)	Proposed License Fee + GST extra as applicable	Proposed Security
Senate Hall Canteen	4000 (approximate)	10,000/-	1,00,000/-

1. The contract shall be initially for a period of 05 (Five) years which is further extendable for up to another 03 (three) years on annual basis, on the basis of satisfactory performance and on mutual agreement on same terms and conditions. The performance of the contractor 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 will be cancelled after giving one month prior notice.
2. The License fee @ Rs.10,000/- + GST as per Govt. notification amended from time to time will be charged per month. License fee shall be enhanced @ 10% after every year from the date of allotment, subject to satisfactory performance.
3. On selection, the licensee shall pay a security amount of Rs.1,00,000/-. In addition to security amount, 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 for any compensation or damage from the Institute. The licensee shall take the electricity connection from NIT Kurukshetra as applicable and submit the receipt of rent and Electricity bills to Estate Section every month.
4. The Licensee will have to execute and sign a license deed on 100/- rupees non-judicial stamp paper as per the Institute format.
5. If at any stage the Licensee 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 terms and conditions contained herein, the allotment of the Canteen is liable to cancel by giving three-month notice as provided in the agreement.
6. The Licensee/ his servants(s)/ his nominee will not be permitted to stay at night in the allotted premises without permission of the competent authority of the Institute.
7. The premises of the Canteen 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 Licensee will not be permitted to franchise the canteen for any commercial activity.
9. a) Serving hours of the Canteen: 7:30 am to 10.00 pm everyday.
b) The Licensee will be held responsible to furnish & maintain the given area.
10. An affidavit duly certified by a notary that the partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm and that there is no police Case/Vigilance enquiry pending against the partners of the firm or sole proprietor or company as the case may be, and has never been punished by Hon'ble Court.

11. No Commercial Vehicles of the Licensee will be allowed to be parked at the specified locations/premises and have to leave the Campus after loading/unloading.
12. Licensee will ensure all safety measures including Fire Risk/Fire due to equipment oven/fridge etc. The electricity load of the canteen occupied should be specified by the vendor clearly at the time of acceptance of the license of the Canteen and the copy of the sanctioned letter of the load/bill should be submitted in the Estate Section as a proof within one month. Fire Extinguishers are mandatory for the premises at the Licensees' cost.
13. It will be the sole responsibility of the Licensee to abide by the provisions of the following acts and any other applicable act laid down by the Government of India as to the workers engaged by him for performance of this contract.
Minimum Wages Act 1948.
b. Employee Provident Fund Act 1952
c. Employee State Insurance Act 1948
d. Contract Labour (Abolition & Regulation) Act 1970.
e. Industrial Employment (standing orders) Act and rules 1946.
f. Prohibition of Child Labour Act 1986.
g. Payment of Bonus Act and Rules 1965.
h. Workmen compensation Act 1923.
14. A list of employees with bio-data of each along with photo and thumb impression should be submitted in Estate Section, NIT Kurukshetra within one month from the acceptance of the contract. Any changes should be informed immediately.
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. Appropriate number of dustbins must be provided by the Licensee to maintain the cleanliness.
17. Arrangement for lifting of food waste and other waste material will be made by the Licensee and he/she will be responsible to dispose them outside the Campus.
18. Items as per enclosed specified rate list will be on Rate Contract basis. Additional items can be sold by the Licensee with prior permission of Competent Authority/Canteen Committee.
19. Prices are to be displayed on the Rate List at a prominent place in the Canteen. All food items rates are inclusive of applicable taxes. The Canteen Committee of the Institute can check the rate list, Quantity and Quality of items, hygiene and cleanliness in kitchen and surrounding the premises etc. at any time. In case the licensee fails to render satisfactory service/maintains quality/adhere to business timings etc. the license shall be liable to be cancelled.
20. If necessary, revision of rates of items may be considered by the competent authority on the request of the licensees for running the business satisfactorily.
21. 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 of the Institute Campus.
22. The licensee shall be responsible for doing routine maintenance of his premises and to protect the furniture and Electrical fittings/fixtures provided in canteen, kitchen & toilets.
23. The licensee shall not cause any damage to the Canteen/Restaurant, the electrical fittings or any other structure/ fixtures in and around the canteen premises.

24. 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 Canteen / Restaurant forthwith.
25. 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 Canteen/Restaurant & it automatically become the property of the Institute and the licensee shall have no right or claim over it.
26. 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 canteen/Restaurant 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.
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 statutory liabilities will be borne by the Licensee only.
30. 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 Licensee. All local laws of contract labour must be followed by Licensee.
31. All the workers shall be in proper uniform during Canteen timings as approved by the Competent Authority.
32. The Licensee should provide an automated billing service with facility of the online payment as well as cash payments.
33. The Licensee cannot occupy any space outside the canteen.
34. Authorities of NIT, Kurukshetra reserve the right to reject any or all the Tenders/ Applications without assigning any reason therefore.
35. Earnest money will be forfeited on non-acceptance of the specified premises allotted.
36. All matters of disputes shall be referred to the competent authority, whose decision shall be final.
37. Any legal dispute will fall under Kurukshetra Jurisdiction only.
38. Use of Non-recyclable plastic like poly bags, plates, cutlery is not allowed in the premises.
39. The Licensee will issue identity cards to his workers/supervisors after getting them verified by the Estate Section, NIT Kurukshetra. Any worker found without identity card will not be permitted to enter the premises. Licensee will post a supervisor to receive & manage complaints & instructions.
40. Headgear and gloves (at caterer's own cost) to be worn by all workers at all times while preparing and serving food.
41. Items such as sandwiches, burgers, French Fry which can be consumed outside the cafeteria premises must be served in appropriate packing.
42. The Licensee should not sell or serve, not permit anyone to sell or serve Tobacco products, liquor intoxication preparations, narcotics or other banned products etc. in canteen. Breaching of this term would imply a breach of contract and immediate termination of contract along with confiscation of security deposit and initiation of legal proceedings.
43. Gas Cylinders (Battery of cylinders) including spare cylinders shall be kept outside the building in well bottom-ventilated enclosures.

44. The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be shared with the Canteen Committee.
45. The Licensee should have sufficient utensils, crockery and other infrastructure to provide the service and Buffet Lunch/ Dinner/ Tea Party.
46. The Licensee needs to ensure pest control (rats/ mice/ flying insects. Crawling insects), but not with aerosol based anti-pest sprays that could get in the food.
47. The Licensee shall provide a portable weighting machine in order to check the weight of item supplied, as per approved rate list.
48. The Financial bids submitted by all bidders should be valid for at least for a minimum period of three months from the date of opening of Technical Bids.
49. NIT authority reserves the right to call upon the licensee to remove any person employed/ working in the NIT canteen, if found unsuitable for services on account of hygiene or health or conduct or any other administrative reasons.
50. In case of interpretation, modification and any alteration with respect to terms & conditions, the decision of the Competent Authority will be final and binding.
51. The bidder will be required to submit anti-profiteering format under GST laws after finalization of e-tender.
52. The applicants are advised to see the space available at site in their own interest.
53. The eligibility/ technical bids & EMD shall be opened on the **same day at _____ pm** in the presence of the Committee. The financial bids will be opened for those firms only who qualify the technical bid.
54. Each page of tender must be signed by the **authorized signatory**.
55. In case of applicant being a partnership firm, a copy of the partnership deed should be enclosed with the application form.
56. The Institute reserves right to accept or reject any tender/application without assigning any reason therefore.
57. At any stage, if the Licensee wants to surrender his allotted business, has to require giving one month prior notice.

5. TERMINATION

The Institute reserves the right to terminate the contract with a notice of 30 days to the Firm without assigning any reason. The Firm awarded the contract, if so desire, can terminate the contract by giving one months' notice. Upon termination, the Firm shall either immediately, or upon the date specified in the notice of termination:

- (a) Cease to represent itself as a service provider to the Institute;
- (b) Cease execution of all further works, except for such works as institute may specify in the notice of termination, which is in progress.
- (c) Payment towards the rent of canteen and all statutory requirements.

6. FORFEITURE OF DEPOSIT

6.1. Earnest Money Deposit

6.1.1 In case the bidder to whom contract is awarded backs out, the EMD Rs.50,000/- of the firm shall be forfeited.

6.2. Security Deposit

6.2.1 In case of breach of any terms & conditions attached to this agreement, the Security Deposit of the firm shall be liable to be forfeited besides annulment of this agreement.

7. Arbitration:

- a. Any disputes, difference arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement, in any manner whatsoever shall be referred to a binding arbitration in accordance with The Arbitration and Conciliation Act, 1966.
- b. The arbitration proceeding shall be conducted by a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute, whose award shall be reasoned and in writing and shall be final and binding on the Parties. The Arbitration proceeding shall be conducted in the English Language and the venue or arbitration shall invariably be at Kurukshetra.
- c. Provided however, nothing contained in this Clause shall be deemed to prevent a party from approaching a Court of competent jurisdiction at Kurukshetra (Haryana) for seeking interim relief prior or pending arbitration.

8. Governing Law:

This tender shall be governed by and construed in accordance with the laws of the India and the courts of Haryana shall have exclusive Jurisdiction, since Agreement has been executed by the Parties in Kurukshetra(Haryana).

Table – 1

Evaluation Sheet

Technical Evaluation (50 marks)

Bidder Name.....

Sr. No.	Evaluation System	Maximum Marks	Marks obtained
1.	Work Experience from reputed Educational Institutes/Govt. Sector/PSUs/ Private Institutions/ Service Providers	10	
2.	Turnover	10	
3.	Performance Report	10	
4.	Number of persons served	10	
5.	Presentation before committee	10	
Total:		50	

Table -2

Financial Evaluation

S.No.	Bidder Name	Net lowest rates of items self made / without MRP	Maximum discount in percentage on MRP based items
1.			
2.			
3.			
4.			
5.			
6.			
7.			

DECLARATION

I _____ (Name & Designation) S/o _____ resident
of _____ do hereby declare as under:

1. That I am the authorized person to sign this tender form under a resolution no
dated _____ (*The same is attached herewith*).
2. That the bidder has read & understood all terms & conditions and the same are
acceptable to us.
3. That all the information submitted herein is true and nothing material has been
concealed.
4. That the bidder shall submit any evidence or document as required by **National
Institute of Technology, Kurukshetra**.
5. That the bidder undertakes to render National Institute of Technology, Kurukshetra
free from all and any kind of liability and consequences resulting out of this present
agreement.
6. I/we agree that the decision of National Institute of Technology, Kurukshetra in
selection of Bidder shall be final and binding on me/us.
7. The information / documents furnished along with the tender are true and authentic to
the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing
of any false information/ fabricated document would lead to rejection of my tender at
any stage, besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Name:

Designation:

Date:

Place:

Seal:

SCOPE OF WORK FOR CANTEEN CONTRACTOR

1. The E-tenderer should be an established caterer and shall be responsible for providing on campus fresh quality Food & Beverages to the students, faculty and staff of the institute.
2. The **Contractor** will also serve tea/coffee/cold drinks, snacks, high tea, lunch/dinner etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time if communicated by the concerned officials of the Institute. In addition, people visiting NIT campus in connection with various academic activities of the Institute may also avail the services.
3. In case of Canteen services, Institute will release the amount to the **contractor** on production of tax bill only and prescribed certificate of quality of food and services duly signed by the firm.
4. The Canteen timings from 7:30 am to 10:00 pm (through out the week)
Breakfast, Lunch, Snacks and Dinner.

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

BIDDER DETAILS/TENDER FORM FOR OPERATION OF SENATE HALL CANTEEN

Form No. ()

Details of Earnest Money Rs. 50,000/- (Rupees Fifty thousand only) in favour of Director, NIT, Kurukshetra

FDR No. & Date.....

Issuing Bank Branch.....

1	Name of Applicant/ Firm (IN BLOCK LETTERS)	
2	Father's name (In case of an Individual and proprietor's name in case of firm/ company)	
3	Complete address of the applicant/ Firm/ Company	
	Telephone Nos. (Office)	
	Contact person (s) (Mobile)	
4	Permanent Residential Address & Tel. No., if any	
5	Since how long you are in this business? Give details. Please attach extra sheet of your experience with certificate of performance, if any.	
6	Do you have any other business? If yes, please give details.	
7	Document of proof i.e. certificate of performance.	
8	Are you running Canteen/ Cafeteria elsewhere? If yes, please give details of your business set up & turnover.	
9	Whether the relative/family member already doing any other business in the Institute. If yes, please give details.	
10	What is the annual turn-over of the firm for the last three financial years. and enclose the balance sheet for respective year.	Rs. _____ Rs. _____ Rs. _____
11	Are you Income Tax payee? If yes, please attach copies of PAN & Income Tax Returns for three years.	
12	Copy of GST Registration certificate.	
13	Copy of License of FSSAI Certificate.	

**(Signature of the Applicant(s)
(Seal, if any)**

Note:

- I. The applicants are advised to see the space available at site in their own interest.
- II. Each page of tender must be signed by the **authorized signatory**.
- III. In case of applicant being a partnership firm, a copy of the partnership deed should be enclosed with the application form.

AFFIDAVIT REGARDING BLACKLISTING & FRAUD AND CORRUPT PRACTICES

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial stamp paper by the firm)

I.....Proprietor/ Director/ Partner of the firm M/s.

.....do hereby solemnly affirm that the firm M/s.....

has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

We certify that during the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We also declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State;
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any firm of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Undertaking regarding Tender Conditions Acceptance
(To be given on Company Letterhead)

1. I/We have downloaded the tender document(s) for the above mentioned “Tender/Work” from the National Institute of Technology, Kurukshetra website- www.nitkkr.ac.in/ <https://mhrd.euniwizarde.com> as per advertisement, given in the above mentioned website.
2. I/We hereby certify that I /we have read entire terms and conditions of the tender documents from Page No. ___to___(including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by National Institute of Technology, Kurukshetra too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

(Signature of the Bidder, with Official Seal)

Financial Bid**I. For items self made/without MRP**

S.No.	Name of Articles	Quantity	Net Rates
(A)	HOT/COLD DRINKS		
1	Tea	125 ml	
2	High milk Tea	125 ml	
3	Dip Tea	125 ml	
4	Hot/ Cold Coffee	150 ml	
5	Hot Milk	200 ml	
(B)	SNACKS		
6	Samosa	75 gm	
7	Bread Pakora	75 gm	
8	Cholle Bhathura (2 Bhature+1 katori Channa)	300 gm	
9	Veg. Burger	130 gm	
10	Paneer Pakora	75 gm	
(C)	CHOWMEIN		
11	Veg. chowmein	225 gm	
12	Veg. fried rice	300 gm	
13	Maggie	200 gm	
(D)	SOUTH INDIAN		
14	Masala dosa	250 gm	
15	Plain dosa	220 gm	
16	Onion Uttapam	250 gm	
17	Sambar vada (2 pcs.)	200 gm	
(E)	TAWA PRANTHA		
18	Plain Parantha	1pc	
19	Alloo Parantha	1pc	
20	Alloo onion parantha	1pc	
21	Onion parantha	1pc	
(F)	TANDOORI ROTI		
22	Roti	1 pc	
23	Plain parantha	1 pc	
24	Naan	1 pc	
25	Allo parantha	1 pc	
26	Alloo nan	1 pc	
27	Butter nan	1 pc	
(G)	SABZI RICE & DAL		
28	Plain dal	150 gm	
29	Dal fry	150 gm	
30	Aloo Palak	150 gm	

31	Allo jeera	150 gm	
32	Allo gobhi	150 gm	
33	Mutter paneer	150 gm	
34	Palak paneer	150 gm	
35	Shahi paneer	150 gm	
36	Dal makhani	150 gm	
37	Malai kofta	150 gm	
38	Plain rice	200 gm	
39	Jeera rice	200 gm	
40	Veg. Pulao	250 gm	
41	Veg. biryani	300 gm	
(H)	SOUP, CURD & SALADS		
42	Tomato soup	200 ml	
43	Sweet corn soup	200 m	
44	Curd	150 gm	
45	Salad	150 gm	
46	Butter	25 gm	
(I)	THALI / PLATE		
47	Veg. thali	-	
	1. Khadai/ Shahi/ Masala/ Palak paneer	150 gm	
	2. Dal fry/ Dal makhni/ chhole/ rajma	150 gm	
	3. Seasonal veg./ Mixed veg.	150 gm	
	4. 2 roti/one naan	200 gm	
	5. Plain rice Raita & Salad	150 gm	
48	Rajma rice plate	600 gm	
49	Kadhi rice plate	600 gm	
50	Paneer rice plate	600 gm	

II. For Items with MRP

S.No.	Name of Articles	Discount in %

- Note:
1. L-1 is arrived based on the overall price i.e. Annexure- V.
 2. The bidder must quote all the items with rates mentioned in financial bid as indicated at annexure-V.
 3. The bids which are quoted for all the items in the financial bid only will be considered and the bids which are incompletely quoted will be rejected.
 4. The items, which are not mentioned above and falls under MRP must be sold on discount price on **MRP** i.e., all varieties of ice creams, biscuits, chips, beverages etc.
 5. Quality in all items are to be maintained as per standards.

BIDDER'S ELIGIBILITY CRITERIA

Sr. No	Description	Confirmation (Yes/No)	File Name & Page No.(Proof Attached)
1.	Whether the receipt of the tender fee enclosed ?		
2.	Whether the earnest money enclosed?		
3.	Do you have business of catering with a valid license of running canteen and any experience of providing in Educational Institutes/Govt. Sector / PSUs/Repute Private Institutions?		
4.	Do you have any experience of providing similar services in Govt. Semi Govt./ Govt. Undertaking/ CFTI Educational Institutes/ PSUs.?		
5.	Have you Submitted IT returns for the last three financial years?		
6.	Have you submitted Annual turnover certificate duly certified by Chartered Accountant for the last three financial years?		
7.	Does your firm have all the necessary registrations of the Government under the Shops and Establishment Act, Contract Labour Act, PF, ESI, GST and must be in possession of GSTIN and PAN etc. whichever is applicable. Food & adulteration certificate would also be required along with license from FSSAI?		
8.	Is your firm in existence for the last 03 years or more?		
9.	Does you have currently at least one canteen contract catering to more than 200 students / persons at a time of lunch/ dinner, in reputed organization/ corporate house/ educational institution/ Government organization?		
10.	Have your firm been blacklisted by any Govt., Semi Govt. Department or any other organization? An affidavit in original (on non- judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Bid. Bidder should submit declaration in this regard?		
11.	Have you attached Undertaking regarding Tender Conditions Acceptance as prescribed in document? Whether the Performa for Financial Bid enclosed?		

12.	Have you attached the Bank Guarantee Format for EMD?		
13.	Have you attached the form for Banking Details?		
14.	Have you completed/submitted other required Informations/ Documents, as mentioned in the E-Tender Documents?		

Note: Upload copies of the relevant documents.

Annexure – VI

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

IN ACCORDANCE WITH YOUR TENDER for the supply of,
M/s.(hereinafter called the "Bidder") having its Registered Office at.....,
wish to participate in the said bid for the supply.....as
an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs.
(Rupees.....) valid up to (**180 days from the date of issue of Bank Guarantee**), is
required to be submitted by the bidder as a condition precedent for participating in the said bid, which
amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the
bidder within the validity period, (2) Non acceptance of the Letter of Indent/ Purchase order by the
Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms
and condition within the contractual delivery period and (4) on the happening of any contingencies
mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered Office at guarantee and undertake to pay
immediately on first demand by NITK Kurukshetra, an amount of Rs. (Rupees.....)
Without any reservation, protest, demur and recourse. Any such demand made by the NITK
Kurukshetra shall be conclusive and recourse. Any such demand made by the purchaser shall be
binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall
be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any
further extension is required, the same shall be extended to such required period on receiving
instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
- * This Bank Guarantee shall be valid up to (date).
- * We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and
only if you serve upon us a written claimer before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our
branch office at situated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be
returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of
bond period

Annexure-VII

(On the letter head of the Firm)

MANDATE FORM FOR BANKING DETAILS

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number(PAN) No.		
2.	GST no. of the Firm		
3.	Bank Details.		
	a.	Bank Name	
	b.	Bank Address	
	c.	Account no.	
	d.	Type of Account (Current/Saving)	
	e.	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature Annexure -II