

# VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY NAGPUR

Tender Form Fee Rs. 2000/- (Non-Refundable)



**TENDER FOR**

**“WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN”**

**AT VNIT NAGPUR**

**Tender No.: VNIT/STR/CANT2018 /1/13.06.2018**

Date of Issue of Tender : **13<sup>th</sup> June 2018 at 10.00 am**  
Last Date of Submission of Tender : **12<sup>th</sup> July 2018 up to 3.00 pm.**  
Date of Opening of Tender : **12<sup>th</sup> July 2018 at 3.30 pm.**

# VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY NAGPUR

**Tender No.: VNIT/STR/CANT2018 /1/13.06.2018**

On behalf of the Director, Visvesvaraya National Institute of Technology Nagpur, sealed tenders are invited from interested parties for running the Canteen at VNIT NAGPUR campus in **Two bid systems** (A-Technical Bid and B-Price/Commercial Bid)

The Tender documents / forms can be obtained in person from the Stores Office, V.N.I.T., Nagpur between **13/06/2018 to 11/07/2018**. Tender document can be downloaded from institute website: [www.vnit.ac.in](http://www.vnit.ac.in)

Tender forms filled in all respect in prescribed format along with DD of **Rs. 2000/-** (Drawn in f/o Director, VNIT, Nagpur) in sealed envelope duly super-scribed as "**TENDER FOR "WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN"**", should reach in person or by post to Stores Office, VNIT, Nagpur-440 010, **on or before 12/07/2018 up to 3.00 PM.**

Forms received late will be summarily rejected. Institute will not be responsible for any postal delay/ non-receipt of tender form/DD sent through the post.

**The tenders will be opened on 12/07/2018 at 3.30 PM.** The Director, VNIT reserves the right to accept or reject any or all tender offer. Any change in schedule in above regard will be notified. Tender document is available on institute website: [www.vnit.ac.in](http://www.vnit.ac.in) For any queries, contact Stores Office, VNIT Tel Nos. 0712-2801243, 2801369

The duration of contract will be for two years, first six months being the probation period and on satisfactory completion of the probation period, the contract can be extended for rest of the period. Contract may be extendable by one more year on the basis of the satisfactory services rendered by the contractor. However, in case of any defaults or negligence under such contract, the competent authority may suggest to impose the fine or penalty against the contractor or termination of the contract finally even before completion of designated period as described in tender document in **APPENDIX - A.**

Parties having adequate experience in running Canteen/Cafeteria/Guest House/Fast Food Centre in Government departments, public undertakings, renowned educational institutions may apply along-with sufficient proof of their experience, ability of running such canteen and satisfactory work completion certificate.

An earnest money amounting to Rs. 50,000/- for the canteen will be deposited along-with the tender in the form of Demand Draft, Fixed Deposit Receipt, Bank Guarantee of a scheduled bank drawn in favour of "The Director, VNIT Nagpur". On award of contract, the contractor will be required to pay license fee regularly by 7<sup>th</sup> of each month a monthly license fee of Rs. 5000/- per month (excluding water and electricity charged) to the Account Section VNIT Nagpur, through Registrar Office as also the payment of electric tariff and water tariff on the basis of actual consumption as per the reading through the meter installed in the canteen. However, the license fee shall be subject to change from time to time as per Institute rules. The earnest money of the successful tenderer shall remain with the Institute against security deposit. Tenders received without requisite earnest money will be summarily rejected. However, the Director of Institute reserves the right to accept/reject any tender on the basis of merits/demerits without assigning any reason.

**Sd/-  
REGISTRAR**

**TENDER CONDITIONS**  
**(For running of Canteen at VNIT Nagpur Campus)**

1	The contract is for running the Canteen, at VNIT NAGPUR CAMPUS to the successful bidder shall be provided on license fee. However, the canteen shall be run under certain conditions which are stipulated hereinafter and in the conditions of contract.
2	The duration of contract will be for two years, <u>first six months</u> being the probation period and on satisfactory completion of the probation period, the contract can be extended for rest of the period. Contract may be extendable by one more year with on the basis of the satisfactory services rendered by the contractor. However, in case of any defaults or negligence under such contract, the competent authority may suggest to impose fine or penalty against the contractor or termination of the contract finally even before completion of designated period as described in tender document in <b>APPENDEX - A</b> .
3	The contract may be terminated by either party after giving a notice of 30 days. During probation period, a notice of only two weeks would suffice for the purpose.
4	The tenderer should give his/her full permanent as well as temporary address in the tender form.
5	Any party having adequate experience in running cafeteria/canteen/Guest House/fast food centre in Government departments, public undertakings, renowned educational institutions or elsewhere, may apply along-with sufficient proof of its experience/ability of running such canteen and satisfactory work completion certificate.
6	The timing of canteen will be 7.00 hrs to 21.00 hrs everyday including Sunday.
7	Every bidder must attach Demand Draft, Bankers Cheque, Bank Guarantee amounting to Rs. 50,000/- of any scheduled bank, as earnest money in favour of the "The Director, VNIT, Nagpur" at the time of submitting its tender along with DD of Rs 1000/- (non refundable) towards tender document fees, if tender form downloaded from Institute website. Any tender which is not accompanied by the earnest money deposit and tender document fee shall be summarily rejected. Any tender accompanied by other modes (ie Cash, Cheque) of earnest money shall also be summarily rejected.
8	The earnest money deposit of the unsuccessful bidders will be returned, after issue of award letter to successful bidder, on receipt of written request for refund thereof.
9	The earnest money of the successful tenderer shall remain with the Institute, against security deposit of Rs. 50,000/- through a Demand Draft drawn in favour of "The Director, VNIT Nagpur", for the full period of the contract as performance guarantee and shall be refunded without any interest after the completion of 60 days of the contract.

10	The earnest money of the successful tenderer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement. The earnest money of the tenderer who intimates the withdrawal of his/her tender in breach of conditions of contract and who evades or refuses to sign the contract bond on acceptance of his/her tender within the period of its validity, will also be liable to forfeiture.
12	No compensation during the contract period will be allowed due to fluctuation in the market rates of material and labour. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
13	The party, whose tender is accepted, will have to sign an agreement on Rs.100/-non judicial stamp paper, within 10 days of the award of contract, as mentioned in point no. 14 below, failing which the earnest money deposited by it will be liable to forfeiture and the acceptance of its tender may be annulled at the discretion of the Institute.
14	The successful tenderer shall be required to enter into an agreement with the Institute. The schedule of quantity and prices filled in by the successful tenderer and the conditions of contract mentioned in Appendix A of the tender document, and the letter of acceptance issued to the successful tenderer shall be the parts of the agreement to be signed. The cost of stamp paper required for the agreement will be borne by the contractor.
21	The tender along-with earnest money in a sealed cover super-scribed as, <b>"TENDER FOR "WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN"</b> shall be received latest by <b>12/07/2018</b> upto 1.00 PM, in the Stores Section, First Floor (Old Library Building), VNIT Nagpur-440010.
16	The tenders will be opened on the same date, i.e., <b>12/07/2018</b> . at 3.30 PM in Stores Section. The parties will be required to attend the opening of the tender.
17	The Institute reserves the right to accept or reject any tender without assigning any reason thereof.
18	The tenders that do not fulfill all or any of the above conditions or are incomplete in any manner are liable to be rejected.
19	The tenderer shall have to sign the attached conditions of contract (Appendix A) and in case, the same is not signed, the tender shall be liable to be cancelled and the earnest money will be forfeited and the contractor shall have no claim on the institute, whatsoever, in this regard.
20	The tenderer is not allowed to make additions/alterations in the tender paper after submission. Conditional tenders shall not be accepted.
21	The entire business of the canteen shall be carried out in the name and at the behest of the licensee. The licensee shall at all times be available in the canteen and the business of the canteen shall not be carried out by any other person under any circumstances, except the prior permission of the competent authority, after submitting the authority letter in the name of concerned person , who will be responsible to run the business. However, if for any reason, the licensee is not in a position to be available in the canteen consecutively for more than 3 days, a prior permission will have to be obtained from the Competent Authority, failing which, it will be deemed that the licensee has violated the essential condition of the contract and thus, the agreement would be liable to be terminated. Subletting or Assigning the Contract to person/party other than licensee will be treated as violation of the contract terms and the contract will be terminated without notice.
22	The Director, VNIT, will not be responsible to any liabilities, entitlement of

	the workers engaged by the bidder during period of work. The adherence to the Govt. policies/norms/rules as stipulated, such as Workmen Compensation Act, Minimum Wage Act, PF Act, ESI Act, safety of workers, PF liabilities, Medical Claims, GST will be sole the responsibility of the bidder. No claim in this regard will be heard by the Director, V.N.I.T. what so ever.
23	During the operation of maintenance period, any damages / casualties will have to be rectified / replaced, by the service provider / the bidder, promptly at his sole liability.
24	Each bidder shall submit only one Tender.
25	The commercial/price bids of the bidder who do not qualified/eligible in technical bid will not be opened. However, the EMD of such bidder will be returned in due course of time.

**Sd/-  
Registrar**

Signature of the Tenderer \_\_\_\_\_  
Name \_\_\_\_\_  
Full Address & Telephone/Mob No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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# TECHNICAL BID

## **IMPORTANT INFORMATION REGARDING BID SYSTEM AND INSTRUCTIONS FOR SUBMISSION OF BIDS TO THE BIDDER**

“**TWO BID**” Systems will be followed for this tender. Two sealed envelopes, namely - **(A)**-Technical/Qualifying Bid' and **(B)** 'Price/ Commercial Bid' are to be put in one sealed envelope super-scribed with “**TENDER FOR WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN**”

### **1. The Contents of “Technical / Qualifying Bid”**

- 1) The qualification bid should be placed in a sealed cover. This envelope should be super-scribed “**Technical/Qualifying Bid for WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN**”
- 2) The envelope containing the Technical / Qualifying Bid should also contain the EMD in the form of **Demand Draft/ Bankers Cheque/Bank Guarantee** drawn in favour of The Director, VNIT Nagpur.
- 3) The qualifying bid will include the technical bid and the associated supporting documents, indicating the compliance of technical specification should also be included with the qualifying bid.
- 4) It is essential to fill complete prescribed forms to qualify the technical bid. Incomplete forms should be summarily rejected. If needed separate sheet should be enclosed for furnishing complete details.

### **2. The Contents of “Price / Commercial Bid”**

- 1) The Price / Commercial Bid should be placed in a sealed cover super-scribed with “**Price / Commercial Bid for WORK CONTRACT FOR RUNNING THE INSTITUTE CANTEEN**”
- 2) Price should be indicated in the prescribed format in the Price / Commercial Bid only. Any other format will lead to disqualification.
- 3) Each cover should also indicate clearly the name and address of the bidder and tender no.

### **3. Award of Work**

The competent authority will award the work to the bidder, whose tender has been determined to be substantially responsive, and who has offered the lowest evaluated tender price.

- 1) Notwithstanding the above, the competent authority the right to accept or reject any tender(s) and to cancel the bidding process and reject all tenders at any time prior to the award of work.
- 2) The bidder whose bid is accepted will be notified of the award of work, by the purchaser prior to expiration of the tender validity period. The terms of the accepted offer shall be incorporated in the work order.
- 3) The contract will be awarded on the **average amount of the rates on items given in Annexure**. The minimum base rates shall be decided by the Director of the institute and shall be kept confidential till the time of opening of price bid. A variation of (-) 5% would be allowed in quoted rate by the bidder. e.g. If Bidders quoting rates, less than the rate (base rate-5% of base rate) it will be rejected (for e.g. if base rate is Rs.40/-, then bidders quoting Rs.38/- (Rs.40.00-2.00=38) and above would also be considered for evaluation and bidders quoting below Rs.38/- would be rejected).

- 4) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If the information is furnished in the separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of contractor, it should be stated as not applicable. However the contractor are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result the applicant being summarily disqualified. Applications made by FAX/e-mail and those received late or in an open envelop will not be entertain.

The above information shall be furnished by the bidder invariably in appropriate Schedules / Annexure as may be relevant.

Copies of original documents to be enclosed, defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

**Sd/-  
Registrar**

**Signature of Bidder and Seal**



## ELIGIBILITY CRITERIA FOR TECHNICAL BID

1. Earnest money deposit to be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favor of the Director, VNIT Nagpur payable at Nagpur. Vendor should write name of firm and address on the reverse side of EMD.
2. The Firm should be registered under any prevailing law in India.
3. The Firm should have EPF, ESI (if available), and GST registrations preferably in the regional offices at Nagpur city.
4. The Firm should have submit a copy of Food Safety License [i.e. Form C].
5. The Firm should submit a copy of PAN card issued by concerned authority.
6. Average annual financial business turnover of the Firm should be at least Rs. 5 Lakh (each year) during the last 3 (three) preceding years services (**FORM-A**).
7. The bidder should have an experience of three years(two completed contract and one running contract) as a service provider who must have rendered Canteen/Cafeteria/Guest House/Fast Food Centre services in Government departments, public undertakings, renowned educational institutions or elsewhere as specified in **FORM-B**.
8. Firm should submit performance report of running/completed contracts of each individual contract (**FORM-C**).
9. The bidder should submit the organization structure in (**FORM-D**).
10. The bidder should submit the letter of transmittal and forms for Technical bid. (**FORM-E**)
11. The bidder should also submit the proposal submission form (**FORM-F**)
12. The Firm should submit the list of skilled staffs/ trained personnel with pleasant behavior (**FORM-G**)

Sd/-  
REGISTRAR

**Signature of Bidder & Seal**

## APPENDIX – A

### CONDITIONS OF CONTRACT (For running of Canteen at VNIT Nagpur Campus)

#### Definitions and Interpretations:

In the contract (as hereinafter defined), the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.

1. "Institute" means the Visvesvaraya National Institute of Technology Nagpur through its Director or his representative.
2. "Director" means the Director of the Visvesvaraya National Institute of Technology Nagpur .
3. "Contractor" means the person or persons, firm or company whose tender has been accepted by the Institute and includes the contractor's personal representative, successors and permitted assigns.
4. "Competent Authority" means the Director/Registrar of the Visvesvaraya National Institute of Technology Nagpur.

#### Assignment & Subletting:

The contractor shall not assign the contract or any part thereof or any benefit or interest thereon or there-under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractor. He/She shall be responsible for the acts, defaults and neglects of servants, or workmen, fully being deemed as those of the contractor.

In case of any defaults or negligence under such contract, the competent authority to impose fine or penalty against the contractor which shall be as follows:

1. A penalty of **Rs. 5000/-** on receipt of **1<sup>st</sup> complaint**, **Rs. 10000/-** on receipt of **2<sup>nd</sup> complaint** and **Rs. 15000/-** on receipt of **3<sup>rd</sup> complaint**, may be imposed on the contractor for any such lapses and unhygienic conditions prevailing inside the Canteen or substandard raw material being used in cooking or the workers being improperly dressed or their conduct being uncalled for or the items being sold in the Canteen do not have proper acceptance of the competent authority or the aesthetic sense is not prevailing therein.
2. If it is found that even after the imposition of the three such fines, the contractor is not abiding by the terms and conditions mentioned in the contract, the contract may be finally terminated after serving fifteen days' notice by competent authority, VNIT Nagpur to the Contractor. However, during the period of probation, the notice period will be of only two weeks.
3. Under the conditions mentioned as above, the Contractor shall be liable to vacate the Canteen Premises within fifteen days/ seven days, as the case may be, from the date of the receipt of notice.

## **Scope of Contract**

1. The contract comprises the necessary arrangement of all raw materials required for the preparation of snacks, beverages, sweets, lunch, preparation of items mentioned in the menu, and serving the prepared articles to the customers, including provision of all materials, equipments for preparation and serving of the articles. This will also include the transportation, cost of materials and labour. The contractor shall make its own arrangement for safe storage of materials and accommodation for its staff etc.
2. The contractor shall maintain the quality in preparation of articles, constant supply of cold drinking water & availability of fresh items, as per the requirement of Institute. The contractor shall cater to the canteen needs to all departments, offices etc. at the same approved rates of various items.
3. The contractor shall maintain the working hours of Canteen as laid down by the Institute. The approved price list along with daily preparations should be displayed at more than two prominent places in canteen so that the users will immediately notice today's preparation before placing an order for any item.
4. The contractor shall maintain FULL HYGENIC CONDITIONS in the Canteen, in storage, preparation and servicing of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the Canteen.
5. The waiters serving in Canteen will have to be provided uniform by the contractor during the working hours and they will be unfailingly required to wear the uniform during working hours.
6. The applicant is advised to attach any additional information, which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after Technical bid document is submitted, unless the Institute calls it for.
7. Prospective contractors may seek clarification regarding the scope of work and/or the requirements for Technical bid, in writing, within a reasonable time. No request for clarification will be considered after receiving the Technical bid.
8. Cleaning of the entire premises & the canteen, including the outside area of the canteen, Upkeeping of the canteen / toilets / lounge with proper hygiene cleaning, dusting of furniture, upkeeping / cleaning of the kitchen & dining room is contractor's responsibility.
9. The contractor shall be fully responsible for the service conditions of the workers engaged by him, for their disbursement of payment through bank, Provident Fund, ESI, Workmen Compensation Act, Minimum Wages Act 1948 and all statutory liabilities as per Labour Laws applicable from time to time etc. The Institute Authority shall not be bound to defend any claims brought under the workman's Compensation Act or any other Labour Laws in force, even because of any negligence on the part of the contractor or by the workers engaged by him.
10. Contractor should make the payment of employee's salary through bank only in 7th of every month through bank and maintain the monthly record in a register with appropriate entries.

11. The staff employed within the Canteen premises shall be provided with uniform by the contractor as per their job assignments and they shall wear it compulsorily while on duty. The colour and style of uniform shall have prior approval of the Competent Authority. The staff should wear clean and properly ironed dress while on duty.
12. The contractor shall employ only adult trained staff with good health and sound mind, not below the age of 18 years. He shall also appoint / nominate qualified and experienced Manager acceptable to the Institute to take orders/ instructions from various department of the Institute.
13. The contractor shall ensure that all employees engaged by him are free from communicable/ infectious diseases and the Contractor shall conduct medical examination periodically as decided by the Institute and submit a copy of such medical examination report to the Competent Authority. If in the opinion of the Institute any of the contractor's employees is found to be suffering from any such disease or if any employee(s) of the contractor is found to misconduct or misbehave, the Competent Authority shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the Institute. The Institute shall be entitled to restrain such employee (s) from entering the premises of the institute. Contractor shall have to provide a substitute(s) as early as possible but not later than 21 days. Similarly, substitute will be provided for any staff who leaves on his own or has been removed, as early as possible but not later than 21 days.
14. The contractor shall be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Institute from time to time. The contractor shall have the exclusive right to appoint, substitute, suspend, transfer and terminate the services of any of his employees/ workman to fulfill his obligations under this agreement. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.
15. In case, the Institute suffers any loss of any nature on account of contractor or his employees not following security/ safety regulations/ instructions, the contractor shall be liable to make the loss good as determined by the Institute at its sole discretion and the Institute shall have the right to recover such losses etc. from the dues payable to the contractor and/ or security deposit / EMD etc.
16. The contractor shall not appoint any sub contractor for the work assigned to him without the written permission of the Competent Authority.
17. The contractor's staff shall not be treated as the Institute staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Institute shall not be liable, to any penalty under relevant labour rules, enactment or related regulations for which contractor is responsible under the law. However, if the Institute is forced to pay any cost of any nature on account of contractor's liabilities the said cost shall be recovered from the dues payable to the contractor.
18. The contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactment's viz. Minimum Wages Act, Payment of Wages act,

Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act, Workmen Compensation Act, Employee State Insurance Act, Employees Provident Fund & Miscellaneous Provisions Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/ non-compliance of any of the provisions of any of the acts etc. The contractor shall maintain all records required to be maintained under the statutory enactment and the Competent Authority and his authorized representatives shall be entitled to inspect all such records at any time.

19. The contractor shall, at his own expense, take workman's compensation insurance and he shall also obtain from his under-writer of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims.
20. Contractor shall obtain specified license from the Regional Labour Commissioner, Nagpur, Government of India, within a reasonable time after issue of letter of Acceptance of Bid for employment of labour in excess of the specified number, as per law.

**21. EMD/SECURITY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE:**

The Earnest Money Deposit (EMD) received with the tenders shall be refunded to all the tenderers within 30 days of award of work. However, the tenderer, in whose favour the work is awarded, will have to replace the EMD by Bank Guarantee for due performance of the contract. As a performance guarantee, the contractor shall be required to furnish a Bank Guarantee from any nationalized bank in the form prescribed by the Institute, in favour of Director, VNIT Nagpur within a reasonable time from the date of letter of intent. It shall be the guarantee for the faithful and due performance of the contract by the contractor in accordance with the terms and conditions specified in this contract. The guarantee shall be in full force upto and including 60 (sixty) days after the contract is over.

The Institute shall have an unqualified option to invoke the same and claim the amount therein, if the contractor fails to honour any of their commitments under the contract and/ or in respect of any amount due from contractor to the Institute, the guarantee amount shall be payable by the bank without demur on demand to the Institute and without any condition whatsoever. The performance guarantee shall be returned to the contractor without any interest within 60 days after the expiry of the contract, subject to fulfillment of all contractual obligations by the contractor.

**22. TERMINATION:**

Institute shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of the terms and conditions of the contract whatsoever. A notice in writing from the Institute to contractor shall be served, giving 30 (thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof.

If all or part of the contract is terminated in accordance with the provisions contained above, the Institute shall pay to contractor charges up to the effective date of termination. However, the termination of the contract shall not relieve the contractor any of his obligations imposed by the contract with respect of taxes, duties & levies.

23. Contractor shall be wholly responsible regarding the minimum wage payment. As and when the minimum wage rate is changed by the Government, the contractor shall have to pay the revised rate to his workers as on that date. The contractor shall have

his own set up including registration under the relevant laws governing the type of work he is to perform. Contractor should possess specialized, experienced and skilled workers for executing the works stipulated in the contract. The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above-mentioned rules and regulations. The contractor shall pay wages directly to the workmen without any intervention of any labour contractor.

24. No worker should be allowed to stay at night in the Canteen premises.

**25. PENALTY:**

For violation of any of the provisions of the contract and/ or poor and unsatisfactory services, penalty shall be imposed at the rate of **Rs. 5000/-** receipt of **1<sup>st</sup> complaint, Rs. 10000/-** on receipt of **2<sup>nd</sup> complaint** and **Rs. 15000/-** on receipt of **3<sup>rd</sup> complaint**, may be imposed on contractor per negligence/mistake/unsatisfactory services. The penalty shall be imposed by the Institute on the recommendation of the Competent Authority and the decision of the Institute shall be final and binding on the contractor.

If there is any loss of property from the area within the control of the contractor, then it will be recoverable from the Security deposit.

VNIT not permitted to use of its name / address by the contractor in their bills / invoices for their business.

No person will be permitted to stay or use Institute/ canteen premises/ rooms without specific permission for a valid reason. In case any such person if found guilty, a penalty up to Rs.5000/- per person may be levied or as deemed fit by the Institute.

**26. REGARDING CONTRACT LABOUR**

The Contractor shall be solely responsible as regards to salary/ wages and service conditions. The wages paid by contractor to their employees/ workmen shall be fair and in no case be less than the wages prescribed by the Regional Labour Commissioner Nagpur, under the Minimum Wages Act and in force from time to time.

The contractor shall obtain the labour license from the Regional Labour Commissioner Nagpur and furnish a copy to the Institute within the stipulated time.

The contractor shall deduct the EPF / ESI contribution and deposit the same in the office of Provident Fund Commissioner, Nagpur as per the guidelines enunciated in the relevant statutes. He has also to obtain EPF / ESI code number for self and his employees for depositing the money. He should submit the EPF / ESI code no. to the Institute within a reasonable time, as applicable.

Employees of the contractor shall carry personal Identity Cards at all times. The photograph cards shall be issued by the contractor.

**27. RIGHT OF VNIT NAGPUR TO ACCEPT OR REJECT THE BIDS**

The right to accept the BID, in full or in part shall rest with VNIT Nagpur. However, VNIT Nagpur does not bind itself to accept the lowest BID and reserves to itself the authority to reject any or all the BIDS received without assigning any reason whatsoever. BIDS, in which any of the particulars and prescribed information is missing *in prescribed form* or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected / *disqualified*. Bids not meeting the Bid Evaluation Criteria as stipulated in the Document shall be summarily rejected.

## 28. DAMAGE TO PROPERTY

Contractor shall be responsible for making good to the satisfaction of the Competent Authority any loss or any damage to all structures and properties within the premises of Canteen. If such loss or damage is due to fault and/ or the negligence or shall full acts or omission of the contractor, his employees, agents, representatives or sub-contractors, he shall make good the loss as assessed by the satisfaction of the Competent Authority.

## 29. SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standard Institution, the Electricity Act, Regulations, Rules and Orders made there under and such other acts as applicable.

30. All documents submitted by bidder should be numbered serially.

31. The tender document is a part and parcel of agreement to be signed by the successful bidder.

32. The contractor shall carry out the work in accordance with this contract and the directives of Competent Authority and to the satisfaction of the Director through the aforesaid Competent Authority. The Competent Authority from time to time may issue further instructions, detailed directions and explanations which are hereafter collectively referred to -

- (i) The variation or modification in the menu of eatables including additions, or omission or substitution.
- (ii) The removal from the site of any material thereon by the contractor and the substitution of any other materials thereon.
- (iii) The removal from the work of any person employed thereupon in terms of the provision provided hereinafter.
- (iv) Inspection of raw materials, other equipment and utensils.
- (v) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.
- (vi) The Institute will provide space, furniture and water supply and the contractor shall be required to pay the licenses fee regularly by 7<sup>th</sup> of each month. The monthly license fee shall be **Rs. 5000/- per month** for the canteen space (inclusive of water charges ) and shall be subject to change from time to time as per rules. However, the electricity charges shall be payable over and above the same by the licensee as per the actual consumption at the then prevailing rates to the Account Section, through the meter installed in the canteen. Copy of the same should submit to Registrar office.
- (vii) The Contractor shall have to obtain commercial LPG cylinders and use only such cylinders for cooking purposes.
- (viii) The Contractor shall forthwith comply with and duly execute any work Instructions, directions and explanations and which are given to the contractor or his representative from time to time by the Competent Authority.

## 33. CONTRACT DOCUMENTS

The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the contractor along-with the directions, if any, and the same shall be deemed to be final and binding.

## 34. WORKMEN AND THEIR REMOVAL

1. The contractor shall employ in running the canteen only such persons as are careful, skilled and experienced in their trades.
2. The contractor shall not employ any worker who is below 18 years of age. If noticed, contract will be cancelled without any reason/warning.
3. The contractor shall be responsible to provide at its own cost to its workmen employed in the canteen a common uniform which they shall bear in neat and tidy manner while on duty.
4. The Contractor shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
5. The contractor shall be bound to remove any such worker and disallow him/her from entering into the Institute premises, who in the opinion of the Institute is deemed not fit, disciplined and competent. Further such person shall not be re-employed without specific permission of the Competent Authority.

### **35. COMPLIANCE OF STATUTORY LIABILITIES**

It is understood that a number of enactments and laws would apply to the contractor, which are supposed to be complied by the contractor in letters and spirit and in particular:

1. The contractor shall ensure that wages paid to his employees conform to the provisions of the Minimum Wages Act, 1948.
2. The contractor shall be wholly responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration etc.

### **36. FORFEITURE OF SECURITY**

In a case in which under no clause(s) of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the contractor by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.

### **37. COMPLAINT BOOK**

The contractor shall have to maintain a complaint Book in its shop/canteen which will have to be presented to the Competent Authority in every 3 months for periodical verification.

### **38. FOOD QUALITY REGULATIONS**

It is the responsibility of the contractor to maintain the good quality of eatable foods. *In case of any reportable food contamination by what ever may be the cause, will be treated seriously. This matter will be dealt in accordance with the Food and Drug Administration (FDA).* In the case of an outbreak of food borne illness, this agency will work to find out why it occurred, and impose the actions which may be penalty or prosecution. The liability of any monetary or otherwise compensation due to occurrence of food contamination or poisoning of food will be solely borne by the contractor.



### **39. ARBITRATION**

All disputes and differences arising between the parties to this agreement, on the matter of meaning and intent of these articles of agreement and conditions, whether giving rise to any claim settlement concerning the work, shall be referred to a sole Arbitrator appointed by the Director of the Institute and the submissions shall be deemed to be the submission to arbitration under the Arbitration & Conciliation Act., 1996 and the decision of the Director shall in this regard, be final and binding on the parties.

**Sd/-  
REGISTRAR**

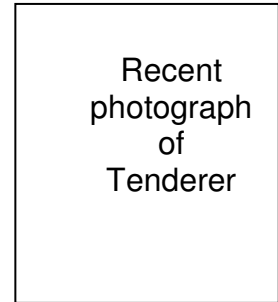
**Signature of Bidder & Seal**

**UNDERTAKING**

I have read the instruction contained in this tender document carefully. I undertake to abide by the rules of the V.N.I.T. as amended from time to time. I also undertake that in case of any dispute the decision of the Director, V.N.I.T. will be final & binding on me.

Signature of the Tenderer

Name of the Tenderer \_\_\_\_\_



Full Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mobile No. ....

Seal

## Details/Documents Establishing Bidder's Eligibility and Conformity to Bidding Documents

Note: These details should be furnished along-with the format of Tender.

Sl.No.	Details	YES/NO/Any Remarks	Page No.
1	EMD No.                      Date: T. form DD No.              Date:		<b>Not Applicable</b>
2	Firm Registration		
3	Firm EPF, ESI, GST Registration (if available)		
4	<i>Food Safety License</i>		
5	PAN Card		
6	Annual turnover (Last 3 years) <b>(FROM-A).</b>		
7	Experience report of running/ completed contracts <b>(FROM-B).</b>		
8	Performance Report of contractor <b>(FROM-C).</b>		
9	Organizational Structure. <b>(FROM-D).</b>		
10	Letter of Transmittal <b>(FROM-E).</b>		
11	Proposal Submission <b>(FORM-F).</b>		
12	Employee Details <b>(FORM-G).</b>		

**NOTE:** Bids not meeting the Bid Evaluation Criteria as above shall be summarily rejected. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If the information is furnished in the separate document, reference to the same should be given against respective columns in such case. If any particulars/query is not applicable in the case of contractor, it should be stated as not applicable. However the contractor are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information, may result the applicant being summarily disqualified.

**Sd/-  
REGISTRAR**

**Signature of Bidder & Seal**

**FORM 'A'**

**FINANCIAL INFORMATION**

1. Financial Analysis details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for 3 (Three) years and certified by the Chartered Accountant, as submitted by the applicant to the Income Tax department (copies to be attached) :

Sl. No	Details	2015-16 (in Rs)	2016-17 (in Rs.)	2017-18 (in Rs.)
i)	Gross annual turnover in canteen/guest house/cafeteria Services/ Fast Food Centre.			
ii)	Profit & Loss			
iii)	Up-to-date Income Tax Clearance Certificate.	Page No. _____		
v)	Detail(s) of bank account(s) of the firm in India.	Page No. _____		

**Note:** Attach additional sheets, if necessary

**(Signature of the Applicant)**

**FORM 'B'**

**DETAILS OF ALL CONTRACTS RUNNING AND COMPLETED DURING THE LAST THREE YEARS**

Sl. No	Name of Contract & Location	Name of Client	Annual Cost of Contract	Date of commencement as per contract	Period of contract	Litigation Arbitration pending/ in progress with details	Name, Address, Telephone, mobile No. of officer to Whom reference may be made	EPF & ESI code No. allotted by the regional office(s) and place of their registration	Remark

Note: If extra sheets are enclosed that should be in our format.

**(Signature of the Applicant)**

**FORM 'C'**

**PERFORMANCE REPORT OF CONTRACTS REFERRED  
IN FORMS 'B'**

(Furnish this information for **each individual contract** in the following format, from the employer for whom the contract was executed)

1. Name of contract & location :
2. Agreement No. :
3. Annual value of contract :
4. Date of start :
5. Date of completion :
6. Performance report :
  - i) Quality of service : Excellent/Very Good/Good/Fair
  - ii) Resourcefulness : Excellent/Very Good/Good/Fair
7. Any penalty imposed for bad performance:
8. Any litigation pending :

**Signature**  
**Senior Level Officer of the Client**  
**(Seal of the organisation)**

Date:

**FORM 'D'****DETAILS ABOUT THE ORGANISATION OF THE COMPANY**

	Name and address of applicant	
	Telephone, Mobile No., and e-mail address	
	Legal status:(Attach copies of original document defining the legal status) a) An individual b) A proprietary Firm c) A Firm in partnership d) A limited company, corporation or Co-operative society	
	Particulars of registration: a) Of the Firm under any prevailing law of India. b)ESI, EPF, GST, Income Tax etc. attach attested photocopies detailing: i) Registration Number ii) Organization/Place iii) Other relevant details	
	Name and title of Director(s)and officer(s) with designation and contact details who will be directly concerned with this work.	
	Have you or your constituent partner(s) been debarred/black Listed from tendering in any organization at any time? If so, give details	
	Any other information considered necessary but not included above.	

**(Signature of the Applicant)**

**FORM 'E'**

**LETTER OF TRANSMITTAL**

From:  
[Full address of the Applicant]

To,  
The Director  
Visvesvaraya National Institute of Technology, Nagpur  
Nagpur-440010

Sub: Submission of Technical/Price bid application for running the canteen at  
V.N.I.T. Nagpur Campus.

Sir,

Having examined the details given in invitation for Technical/Price bid published in the news paper and Technical bid document for the above work, we hereby submit the application with complete details.

1. We certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. We have furnished all information and details necessary for pre- qualifications and have no further pertinent information to supply.
3. We submit the requisite Banker's statement and authorize the Director, VNIT – Nagpur to approach the Bank issuing the certificate to confirm the correctness thereof. We also authorize the Director, VNIT – Nagpur to approach individual(s), employer(s), Firm(s) and corporation(s) to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, know-how & capability for having successfully completed the following contracts:

Sl. No	Name of the Contracts	Certificate Form

No. of Enclosures:  
Date of Submission:

**Signature(s) of the applicant**



**FORM 'F'**

**FORM TECH-1 PROPOSAL SUBMISSION FORM**

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[Location, Date]

To  
The Director  
V.N.I.T.  
Nagpur.

Dear Sir,

We, the undersigned, offer to provide canteen services at V.N.I.T. Nagpur Campus, in accordance with your Tender Notice. We are hereby submitting our proposal, which includes this Technical Proposal and Financial Proposal duly sealed in a single envelope.

We hereby declare that all the information and statements made in this proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from Work Negotiations, as decided by the V.N.I.T.

We undertake, if our proposal is accepted, to initiate the work of up keeping & maintenance related to the assignment not later than the date indicated in the Work / Office Order.

We understand that, you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**FORM 'G'**

**DETAILS OF STAFF AND ADMINISTRATIVE PERSONNEL  
ON THE ROLL OF THE FIRM**

<b>Sl. No</b>	<b>Designation</b>	<b>Name &amp; Contact</b>	<b>Educational Qualification</b>	<b>Working since</b>	<b>Employee type:</b>	<b>Salary / experience details</b>	<b>Professional experience</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8	9

**Signature(s) of the applicant**

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, the information submitted above, is correct. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged as the service provider.

I have read the instruction contained in this tender document carefully. I undertake to abide by the rules of the V.N.I.T. as amended from time to time. I also undertake that in case of any dispute the decision of the Director, V.N.I.T. will be final & binding on me.

Signature of Bidder or Authorized Representative

Date:

Full name of Authorized Representative:

**SIGNATURE OF BIDDER WITH SEAL**

**PRICE BID**

**VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY NAGPUR**

**PRICE SCHEDULE – A**

<b>S N</b>	<b>Item</b>	<b>Quantity/ Pieces</b>	<b>Weight in Grams / ml</b>	<b>Quoted Rate in Figure &amp; Word</b>
<b>BEVERAGES</b>				
1.	Tea [Powder-RED LABEL or equivalent] with Sugar / without Sugar with 25 % milk	--	100 ML	
2.	Special Tea [Powder-RED LABEL or equivalent] with / without Sugar with 50 % milk]	--	100 ML	
3.	Black Tea	--	100 ML	
4.	Lemon Tea	--	100 ML	
5.	Coffee [Powder-NESCAFE or equivalent with / without Sugar with 50 % milk]	--	100 ML	
6.	Black Coffee	--	100 ML	
7.	Plain Milk [Toned milk with 3.5 % fat]	--	250 ML	
8.	Butter Milk(4% Fat)	--	200 ML	
9.	Sweet Butter Milk (4% Fat)	--	200 ML	
10.	Cold Bournvita	--	200 ML	
11.	Jaljeera	--	200 ML	
12.	Lemon Water	--	200 ML	
<b>SNACKS</b>				
13.	Alu Poha	Per Plate	150 gms	
14.	Upma (Tomato/Coconut/Mutter/Plain)	Per Plate	150 gms	
15.	Samosa	02	120 gms + 200 ml sambar(one samosa of 60 gms)	
16.	Dahi Samosa	02	120 gms + 50 gms Dahi	
17.	Kachori	02	120 gms + 200 ml sambar(one kachori of 60 gms)	
18.	Dahi Kachori	02	120 gms + 50 gms Dahi	
19.	Medu Wada	02	120 gms + 200 ml sambar(one sambar wada of 60 gms)	
20.	Sabudana Wada	02	120 gms	
21.	Idli	02	100 gms + 200 ml sambar(one idli of 50 gms)	
22.	Alubonda	02	120 gms + 200 ml sambar(one samosa of 60 gms)	
23.	Veg. Cutlet	02	120 gms (60 gm each)	
24.	Sambhar Wadi	01	80 gms	
25.	Bhajiya (Onion / Patato / Chillie)	--	100 gms	
26.	Veg Paratha (Alu/Gobi/Palak/Methi)	--	60 gms	
27.	Chola Bhatura (2 Bhatura)	--	80 gms per Bhatura+150 gms of chola sabji	
28.	Veg Noodles	--	200 gms	
29.	Veg Burger	01	80 gms	
30.	French Fries	--	100 gms	
31.	Kingsize Burger	01	150 gms	
32.	Plain Dosa with Sambhar (200 ml) & Chatni (50 ml)	--	100 gms	
33.	Masala Dosa with Sambhar (200 ml) & Chatni (50 ml)	--	120 gms	
34.	Utappam with Sambhar (200 ml) & Chatni (50 ml)	--	120 gms	

<b>SANDWITCH</b>			
35.	Bread Butter (Two Slices)	--	40 gms per slice+ 20 gms butter
36.	Veg Sandwich (two bread slices)	--	120 gms per slice(one piece of 60 gms)
37.	Cheese Sandwich (two bread slices)	--	80 gms per slice + 10 gms Cheese
38.	Tomato Cheese Sandwich (two bread slices)	--	80 gms per slice + 10 gms Cheese)
39.	Egg (Single) Sandwich with two slices	--	Total 100 gms including half Egg per Slice
40.	Omelette (Single Egg)	--	--
41.	Omelette (Double Egg)	--	--
42.	Omelette (1 Egg) & Bread (2 Slices)	--	60 gms omlet + 30 gms bread
43.	Veg. Chowmein	--	210 gms
44.	Egg. Chowmein	--	210 gms
45.	Maggi	--	200 gms
46.	Paratha	--	--
47.	Tawa Roti	--	--
48.	Tandoori Roti	--	60 gms
49.	Aloo Matar (Fry / Curry)	--	120 gms
50.	Dal Fry	--	120 gms
51.	Mix. Veg.	--	120 gms
52.	Egg Bhurji (Anda Bhurji)	--	120 gms
53.	Egg Curry (One Engg)	--	120 gms
<b>RICE</b>			
54.	Plain Rice	--	200 gms
55.	Veg Fried Rice	--	150 gms
56.	Lemon Fried Rice/Egg Fried Rice	--	150 gms
<b>THALI</b>			
57.	2 Bhaji, Rice, Dal, 3 Chapati Salad, Curd	--	

**MRP Items**

58.	Mineral Drinking Water [Bisleri or equivalent]	<b>MRP</b>
59.	Packaged Chips/Wafers	<b>MRP</b>
60.	Ice Cream	<b>MRP</b>

**Important Instructions -**

- (i) Vender should give quotation for all above mentioned items except **MRP** items, failing which price bid will be disqualified.
- (ii) For sale of any items other than items in list above, vendor shall obtain permission of Institute authorities.
- (iii) Canteen shall remain open / working during 8.00 am to 8 pm from Monday to Saturday. Canteen shall be required to remain open on Holidays & Sundays also, for admission / student activities.
- (iv) Vendor shall preferably avail the entire above items on all working days / hours as per requirement.
- (v) The contract shall be awarded on the basis of average of the rates on item serial **no 1 to 12 of the price bid as per clause no 3(C) given on page no 9 of technical bid.**

**Signature of the Contractor  
(Sign. on all pages)**

Name & address of the Bidder with Phone/ Mobile No.

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.....

**VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY NAGPUR**

**PRICE SCHEDULE – B**

**List of items for averaging / finalizing the price**

S N	Item	Quantity/ Pieces	Weight in Grams / ml	Quoted Rate in Figure & Word
<b>BEVERAGES</b>				
1.	Tea [Powder-RED LABEL or equivalent] with Sugar / without Sugar with 25 % milk	--	100 ML	
2.	Coffee [Powder-NESCAFE or equivalent with / without Sugar with 50 % milk]	--	100 ML	
3.	Cold Bournvita	--	200 ML	
<b>SNACKS</b>				
4.	Alu Poha	Per Plate	150 gms	
5.	Upma (Tomato/Coconut/Mutter/Plain)	Per Plate	150 gms	
6.	Samosa	02	120 gms + 200 ml sambar (one samosa of 60 gms)	
7.	Kachori	02	120 gms + 200 ml sambar (one kachori of 60 gms)	
8.	Medu Wada	02	120 gms + 200 ml sambar (one samber wada of 60 gms)	
9.	Idli	02	100 gms + 200 ml sambar (one idli of 50 gms)	
10.	Alubonda	02	120 gms + 200 ml sambar (one samosa of 60 gms)	
11.	Chola Bhatura (2 Bhatura)	--	80 gms per Bhatura + 150 gms of chola sabji	
12.	Veg Noodles	--	200 gms	
13.	French Fries	--	100 gms	
14.	Masala Dosa with Sambhar (200 ml) & Chatni (50 ml)	--	120 gms	
15.	Utappam with Sambhar (200 ml) & Chatni (50 ml)	--	120 gms	
<b>SANDWITCH</b>				
16.	Cheese Sandwich (two bread slices)	--	80 gms per slice + 10 gms Cheese	
17.	Omelette (Double Egg)	--	--	
18.	Maggi	--	200 gms	
<b>RICE</b>				
19.	Veg Fried Rice	--	150 gms	
<b>THALI</b>				
20.	2 Bhaji, Rice, Dal, 3 Chapati Salad, Curd	--		
		<b>Total Price</b>		
		<b>Base rate = Average Amount = Total Price / 20</b>		

**Important Notes –**

- 1) Director reserves the right to fix the base rate and it will be binding to the bidders. This base rate shall be kept confidential till date/time of price bid opening.
- 2) Variation of (-) 5% of base rate would be allowed in quoted rate by the bidders.  
**Example** - If base rate decided by Director is Rs.40/-, then bidders quoting Rs 38.00 (Rs 40.00 - 2.00 = 38.00) and above would be considered responsive and bidders quoting below Rs 38.00 would be treated non-responsive /rejected.
- 3) The contract will be awarded to lowest bidder i.e. **L1** amongst responsive bidders. [On the basis of average value of the rates in Price Schedule – B]

- 4) The selling price of all items [in Price Schedule – A] will be decided on the basis of item wise lowest rate quoted by bidders whose average amount or base rate falls in range of **± 5%** of base rate decided by Director. These item wise rates will be binding on the bidder **L1** to whom the contract is awarded.
  
- 5) If contractor wish to introduce any other item than Schedule – A, he has to take prior approval from the Institute authorities. Institute reserves the right to decide the selling price of such items.

**Signature of the Contractor  
(Sign. on all pages)**

Name & address of the Bidder with Phone/ Mobile No.

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