



राष्ट्रीय प्रौद्योगिकी संस्थान दुर्गापुर

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

MAHATMA GANDHI AVENUE, DURGAPUR-71320

(West Bengal), INDIA, www.nitdgp.ac.in

An Autonomous Institution of the Govt. of India under Ministry of Education (Shiksha Mantralaya)

Ref: NITD/EST/OSA/01/21

Date: 22.02.2021

Notice inviting e-tender for licensing of Canteen Premises backside Main Academic Building and near Hall-5, NIT Durgapur

E-bids are invited for canteen services, from suitable tenderers who may be an individual, registered sole proprietorship firm or partnership firm for licensing of canteen premises backside Main Academic Building and near Hall-5, NIT Durgapur.

Schedule:

Name of Organization	National Institute of Technology Durgapur
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Service
Service Category	Licensing of Canteen Premises
Date of Issue/Publishing	10/03/2021 at 17:30 hrs.
Document Download/Sale Start Date	10/03/2021 at 18.00 hrs.
Document Download/Sale End Date	01/04/2021 at 17.30 hrs.
Date for Pre-Bid Meeting	24/03/2021 at 11.00 hrs.
Venue of Pre-Bid Meeting	Estate Section NIT Durgapur
Last Date and Time for Uploading of Bids	02/04/2021 at 18.00 hrs.
Date and Time of Opening of Technical Bids	05/04/2021 at 11.00 hrs.
Tender Fee	Rs. NIL /-
EMD	Rs. 15000.00
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)

Signature & Seal of the Bidder

Contd.....P/2

Address for Communication	Shri A. K. Bhagat, Security Officer & I/C Estate Section, National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 275 9215
Email Address	estatehelpdesk@admin.nitdgp.ac.in
ITI Helpdesk Contact No. and mail address	Helpdesk Number-011-4960 6060/ 06122520545 ewizardhelpdesk@gmail.com Mr. SK Tariq- 9355030608 eprochelpdesk.35@gmail.com Mr. Saikat Pal - 8927976198 eprochelpdesk.38@gmail.com

Tender document and other terms and conditions are available at <https://mhrd.euniwizarde.com> & www.nitdgp.ac.in .

Following documents are required for submission of bids:

1. Latest IT Return.
2. PAN
3. GST registration certificate.
4. Aadhar Card.
5. Valid Food License.
6. Valid Trade License on related field.
7. Tenderer must sign in each page of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document and Proforma Agreement.

Security Deposit:

Successful Bidder will be required to deposit Rs. 50000.00 (Rupees Fifty Thousand Only) as Security Deposit, which will be refunded (after deduction of dues if any) on completion of contract period + 90 days without any interest. Security Deposit should be in the form of Demand Draft / Pay Order / Bankers' Cheque or Bank Guarantee drawn from any Nationalized Commercial Bank in favour of Director NIT Durgapur payable at Durgapur within 15 (fifteen) days from the date of issue of LOI.

Signature & Seal of the Bidder

Contd.....P/3

E-tendering Instructions to Bidders

The bidders are required to submit soft copies of their bid electronically on the ITI 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 ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link “Bidder Enrolment” as per portal norms.
- b. 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.
- c. 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. The activation process will take minimum 24 working hours. After completion of registration payment, send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. 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.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. 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 **Interested 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.
- d. 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

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. 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. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

- a. In pursuance to Preference to Make in India Order no. P-45021/2/2017-PP (BE-II) dt. 28.5.2018, vide clause 3(a) issued by the Ministry of Commerce and Industry, Govt. of India, only local bidders are eligible to participate in this tender.**
- b. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- e. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- f. 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.
- g. 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- h. 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.

- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. 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.
- k. Kindly have all relevant documents in a single PDF file.
- l. 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 the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

- i. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (<https://mhrd.euniwizarde.com>). Steps are as follows:
(Home page ⇒ Downloads ⇒ Bidder Manuals).
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.
 - ii. Possession of Valid Class 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 on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.
 - iii. Tenderers are advised to follow the instructions provided in the 'User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>
 - a. The bidder has to “**Request the tender**” to portal before the “**Date for Request tender document**”, to participate in bid submission.
7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions allowed.
10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

Offline submission

The bidder shall submit the following documents offline in Physical to **Estate Section, NIT Durgapur before opening of Technical Bid** specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original Demand Draft (DD)– drawn in favor of NIT Durgapur, payable at Durgapur, issued by any scheduled bank towards the payment of total **Bid Security/EMD** as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSME bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate in place of the DD of the EMD.
2. Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable a letter on the letter head of the firm addressed to the Registrar, NIT Durgapur stating that *the Power of Attorney is not applicable because the tender is submit on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*
3. **All other documents uploaded in the portal <https://mhrd.euniwizarde.com>.**

Online submission:

List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal:

1. Latest IT Return.
2. PAN
3. GST registration certificate.
4. Aadhar Card.
5. Valid Food License.
6. Valid Trade License on related field.
7. Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC Registered MSME bidders who wants to claim the EMD exemption need to submit the Scanned copy of Latest and valid MSME Certificate in place of the DD of the EMD.
8. Digitally signed Tender document without any alteration.

List of Documents to be uploaded in the 'Financial Bid Folder' on e-tendering portal

Downloaded BOQ duly filled.

Note:

(i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning „The document <name> called vide clause _____ is not applicable on us.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

Price Schedule / Schedule of Quoting Rates:

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

- i. Download BOQ.
- ii. Fill rates in downloaded BOQ.
- iii. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

General Terms & Conditions

1. Before participating in the tendering process each intending bidder shall affix signature with date on the copy of the condition for License of canteens, as a token of acceptance of the condition of License of Canteen contained herein after and shall furnish full name & address of the individual, company, firm on whose behalf the participant is interested to bid. The name of persons, company and full postal address should be furnished. All correspondence made by the Bidder to this furnished address shall be considered as correctly delivered notwithstanding any change in postal address, shall have to be intimated to the Estate Section, NIT Durgapur.
2. Person intending to participate in the Bid shall have to pay the specified EMD of Rs. 15000.00 (Rupees Fifteen Thousand Only) in the form of Demand Draft drawn in favour of "Director NIT Durgapur" payable at Durgapur from any commercial Nationalized Bank having its branch at Durgapur. EMD is exempted for MSME or NSIC registered vendors. EMD amount is fixed for bidding one or more counters. **If the successful bidder found back out, EMD will be forfeited and offer may be given to next highest bidder to run the services at the same rate as quoted by H-1 bidder.** The Institute Authority shall evaluate the Bid of any canteen/canteens in the following manner:-
 - a. The EMD of unsuccessful bidder will be returned without any interest and EMD of the successful bidder shall be retained and adjusted at the time of final payment made by the bidder towards security deposit / License Money. No bidder shall be permitted to retract the bid. In the event of dispute between the bidder & Institute, the dispute shall be decided by Director NIT Durgapur. The decision in this respect shall be final and binding on all persons offering bids at the auction. The bids offered in any other manner except hereto before mentioned shall not be considered.
 - b. The canteen premises shall be allotted through bid only and to the highest licensee fee offered bidder only.
3. Participant of Bid may offer highest yearly license fee for particular canteen he/she willing to keep on license.
4. The allotment of Canteen to the eligible and successful bidder shall be given on full payment of amount of license fee, security deposit to NIT Durgapur and on execution of agreement/license deed on non-judicial stamp paper costing Rs. 100/- (Rs. One hundred only) in prescribed format. The cost of stamp paper and other incidental charges shall have to be borne by the successful bidder/licensee.
5. The licensee shall not utilize any additional common space other than the allotted area of canteen. The encroachment in service passage, staircase area and other open space shall not be allowed and will attract penalty.

Signature & Seal of the Bidder

Contd.....P/9

6. The minimum license per month of each canteen is fixed as per the Institute approved rate of rent. The area of the offered canteens is given below. Any price quoted below the minimum monthly license, the Bid shall be rejected. The area and minimum monthly license of canteens shall be as under,

Sl. No.	Location of Canteen Premises	Quantity	Carpet Area in Sqft.	Reserved license fee for One year in INR
1	Backside Main Academic Building	01	405.62	135477.00
2	Canteen Near Hall-5 (Counter No. 01)	01	274.48	91676.00
3	Canteen Near Hall-5 (Counter No. 02)	01	259.95	86823.00

7. GST shall be levied extra as applicable on quoted price.
8. The licensee or his/her representative is not allowed to make any change in electrical wiring, fittings etc without prior permission of the Institute. The licensee or his/her representative shall not make any structural changes in the canteen allotted to him/her under any circumstances. If at any time it is found that the structural changes have been made which directly or indirectly is affecting the stability of the building, the said deed shall be cancelled immediately and the licensee will be prosecuted and the canteen impounded with risk and cost of the defaulter licensee concerned.
9. "During vacation (as per the Institute Academic Calendar) licensee may close the canteen with due approval of the competent authority. In that case license fee may be waived for that particular period. However if the Institute Authority require to continue the services, License Fee during that period may be reduced to 50%. The revised / reduced license fee shall be adjusted with the next billing".
10. The licensee shall have to pay the electricity bill as per actual meter reading to NIT Durgapur and water charges (As applicable).
11. However, in case of telephone connections, charges on account of fire safety, insurance cover and security of article within the canteen and any other charges, the same shall be made and arranged on his/her own, by the licensee. The NIT Durgapur will not be responsible for any kind of such payment under any circumstances. The licensee shall be solely responsible for discontinuation of any such service due to nonpayment of bills etc, without any liability on NIT Durgapur.
12. The License period will be for the period of five years from the date of allotment unless terminated earlier by the Institute for violation of any of the terms and conditions of the License/Agreement or if desire by the vendor after completing one full year. The License period is likely to be extended further based on the satisfactory services.

Signature & Seal of the Bidder

Contd.....P/10

13. The ownership of the Canteen and its legal possession will remain with NIT Durgapur. The licensee will have the right to use the canteen premises during the license period for the approved purpose only.
14. It is expected that the canteen shall remain open for seven days a week and during the time as decided by the institute. Any closure must be done with approval of competent authority of the institute and proper prior notification among the residents and students of the campus, NIT Durgapur community. The minimum working days shall be six in a week.
15. If the canteen remains closed for more than 30 days without proper permission, it will be presumed to have been closed down. As such, the fresh proposals will be invited for the canteen and the loss will be recovered from the first Licensee till that is taken over by the second Licensee.
16. The Institute will not be responsible for the payment of any bill due against any member of the Staff, employee and students etc. A notice to that effect shall be prominently displayed on the canteen premises.
17. During the period of License, if the canteen is required by the Institute, the License can be cancelled with one month notice and the licensee shall have to vacate the canteen within the time specified. In case of such an eventuality, no compensation except proportionate License amount for the unexpired period of License shall be returned.
18. The licensee shall not transfer or sublet the canteen or any part of the premises Licensed out to him/her. In case the Licensee is found to sublet the canteen his/her License will be cancelled immediately.
19. The licensee shall arrange his/her own furniture, partition, installations, shelves, etc. inside the Canteen.
20. The Institute shall be entitled to recover any outstanding dues including penalty/fine, installment and other due from security deposit of the Licensee.
21. The Canteens are solely meant for use by the Residents, Students, Visitors, workers under contractors and Staffs of the Institute.
22. The Canteens will be on Non-Exclusive basis and more than one canteen of the same kind can be opened by Competent Authority in the same premises or in other premises of the Institute initially or subsequently. The licensee shall not be entitled to raise any objection or claim for any deduction in license period, license fee and security money in case some other canteen is constructed in the Institute campus or in case there comes in existence any authorized canteen. The Licensee shall equip the canteen for running the business to the satisfaction of the Institute authority and shall display the articles in presentable manner.

23. Quality of foods and other materials must be ensured. Allegation if any is made against any item(s), then after three warnings the License/agreement will be cancelled.
24. Articles required/sold shall be of the best available quality, reliable and economical. The approved articles/ items sold/ stored for sale in the canteen shall be of good quality, if anything sub-standard quality found Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of.
25. The sale, storage or stock, deposit of Narcotics, tobacco, alcohol and other contraband & dangerous goods/materials in any form is strictly prohibited in the canteen. Further, Smoking and consumption of Alcohol/intoxicants in the premises are strictly prohibited.
26. The licensee/canteen owner shall maintain the premises in good condition and keep it clean and tidy always.
27. The waste must be disposed off and 100% cleared before closing of each business day and cleared at sufficient intervals during the day. The firm shall maintain neat and cleanliness of the premises at all times.
28. In case of any loss or damage to the Customers due to him/her employees negligence, the Licensee shall be responsible to make good the loss to the customer.
29. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee/canteen holder and will be provided to competent authority as and when demanded.
30. The licensee/canteen owner will not appoint any employee without proper police identification/verification and shall supply the list of his workers deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.
31. The licensee/canteen owner shall be fully responsible for good conduct and character of his/her employee(s) and employees shall be properly dressed and ensure that the dress is neat & clean at all times.
32. The licensee/canteen owner shall be responsible for the repair of canteen required, if any, during the License period with prior permission from authority.
33. The licensee/canteen owner shall not dump any empty packing, baskets or any material on the roof or in the open space outside the premises not allotted to him and shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the canteen & the surrounding areas and disposal of garbage, in default a fine up to Rs. 1000/- can be imposed on the licensee by the Competent Authority.

34. On cancellation of License period, the canteen shall be vacated by the licensee/canteen owner immediately by seven days from the date of issue of notice in writing by the Institute. The Institute shall take immediate possession of the canteen and make alternative arrangements to run the same immediately. If any material or fitting belonging to him/her are not removed by him immediately as directed by the Institute, these will become the property of the Institute.
35. The licensee/canteen owner shall be responsible to make all arrangements to ensure with regard to the safe custody. The Institute shall not be responsible for any damage, loss or theft in canteen, if any.
36. The licensee/canteen owner shall not raise any legal dispute in the court of law and if there is a dispute the matter will be referred to an Arbitrator who would be the competent authority, NIT Durgapur or will be appointed by him and his decision shall be final and binding.
37. The decision of competent authority, NIT Durgapur in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question in any proceedings before any court or forum.
38. All disputes arising out during the license period shall be subject to the jurisdiction of Durgapur only.
39. Additional terms & conditions may be imposed (If necessary) by the Institute. The same shall be intimated to the firm in due course.
40. The licensee/canteen holder shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions of License Agreement, the License/allotment can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.
41. **There are total 03 counters. Each bidder can bid for 01 counter only. If found same quoted price for a particular counter, successful bidder will be selected based on the highest annual financial turnover for last financial year duly certified by CA. Bidders may visit the counters for their convenient before quoting their rate.**

INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit the site in our Campus on any working day. In case of any further clarification, the bidders may contact Estate Section, NIT Durgapur.
2. The required E.M.D in the form of Demand Draft drawn in favour of “Director NIT Durgapur” shall be submitted to Estate Section, NIT Durgapur addressed to The Registrar, NIT Durgapur or send by Speed Post or dropped in the Tender Box kept in the Estate Section of the Institute, before the date of technical opening.
3. Late or incomplete bids will be summarily rejected or in case the bid is not submitted with the appropriate authority, the same shall be summarily rejected.
4. Bids without EMD, application fee will not be honored and liable to be rejected. The E.M.D will be refunded to the unsuccessful bidder.
5. All relevant information and documents must be furnished along with the proposals as mentioned above.

Special Terms & Conditions

RULES AND REGULATIONS FOR ALLOTMENT OF CANTEENS IN NIT DURGAPUR CAMPUS

- i. All canteens in NIT Durgapur shall be allotted on license fee basis through open e-tender. The highest bidder in the open e-tender are allotted the canteens initially for a period of five years and can be extended further based on satisfactory performance of the licensee.
- ii. The licensee must produce an affidavit on a non-judicial stamp paper worth Rs. 100/- (to be procured at it's own cost) giving the present as well as the permanent residential address, recent passport size photograph(s) and self-attested copy of the PAN Card, Aadhar Card, Voter ID, Trade License etc along with the Bid. The licensee shall submit self-police verification certificate at the time of allotment of the canteen.
- iii. All allotments shall be made only on License and license basis. However, before the occupation of the canteens the licensee, after getting the allotment letter shall have to: -
 - a) Pay the full amount of license fee for the full term of allotment in advance as indicated in the allotment letter.
 - b) Pay the license fee for a year in advance in case the canteen is allotted for further period, the rest of license fee will be deposited in the beginning of the subsequent years on yearly basis. If the licensee fails to deposit balance license fee in the beginning of next consecutive years, the contract may be cancelled and security deposit will be forfeited.
 - c) Security deposit as prescribed in rules will have to be deposited in advance before occupation.
 - d) Security deposit will be refunded on successful completion of the tenure of contract.
 - e) Execute a License and license deed in the prescribed Performa on stamped paper worth Rs 100/-.
- iv. All formalities in respect of allotment of canteen like signing inventory of fixtures (electrical and civil), etc. shall be completed by the licensee within 30 working days of allotment.
- v. All licensees have to arrange license (if required) on it's own, to run the requisite canteens and also to comply with the provisions of Child Labor (Prohibition and Regulation) Act, Canteens and Establishment Act, Food Safety and Standards Act and any other statutory regulations as notified by Govt. from time to time.

- vi. Sale of narcotics is strictly prohibited in the canteens.
- vii. Any breach in the terms and conditions of the contract between the Institute and licensee will provide an opportunity to the Institute to cancel the contract without assigning any reason whatsoever and forfeiting full or part of the Security as penalty.
- viii. Director reserves the right for allotment of out-of-turn priority or on concessional basis and License Fee for allotment for special reasons.

LICENSE FEE AND OTHER CHARGES:

- i. Every licensee of canteens shall, in addition to payment of the prescribed license fee, will also be liable to pay local municipal service charges (if applicable), charges for consumption of electricity at actual and water charges and any other service provided to the licensee for the canteen allotted to him or her for the buildings of which the allotted canteen forms a part, and any other charges that the Institute may, from time to time prescribe.
- ii. Revision of minimum license fees: The Institute Authority may revise the minimum license fees based on the notification ADDA / DMC / NIT Durgapur revised from time to time.

ACCEPTANCE OF ALLOTMENT:

- 1. An licensee shall communicate the acceptance of the allotment made to him or her within 10 working days from the receipt of order of allotment. On acceptance, he/she shall occupy the premises after depositing the license fee etc. within fifteen days from the date of acceptance unless the premises are certified to be uninhabitable by the Estate Section.
- 2. At the time of occupation of the canteens allotted to him/her, the licensee shall be required to sign an agreement and inventory of fixtures and other fittings provided in the canteens. The licensee shall also furnish an undertaking in estate office agreeing to abide by the terms and conditions of allotment and deduction of license fee and recovery of any unpaid dues from his/her security amount, if necessary.

COMMENCEMENT OF ALLOTMENT :

For the purposes of liability for payment of license fee and other charges, an allotment made under these rules shall, unless otherwise provided in the terms of allotment in a particular case, take effect from the date as mentioned in the allotment letter.

Signature & Seal of the Bidder

Contd.....P/16

SUBSISTENCE OF ALLOTMENT :

- The allotment made under these Rules, shall subsist until: -
- i. it is surrendered according to the provisions of these rules or
 - ii. it is replaced by another allotment or
 - iii. it is vacated by the licensee or
 - iv. It is cancelled or deemed to have been cancelled under the orders of the competent authority. If the allotment is cancelled for any reason(s), the security deposit will also be forfeited.
 - v. If a licensee is found to be unable to run the canteen or he/she leaves in between, then also the license fees, security deposit will be forfeited.

SUB-LETTING AND SHARING :

No licensee shall sublet / share the whole or any part of the allotted canteen. In case of subletting, the licensee shall render himself/herself liable to the payment of license fee up to two times the “standard license fee” of the canteen in addition to the cancellation of the allotment.

MAINTENANCE OF CANTEENS:

- i. The licensee, shall maintain the canteen to the satisfaction of the Institute or any other official nominated by the Competent Authority to ensure proper maintenance of the canteen.
- ii. The licensee shall allow the maintenance staff authorized by the Institute to have access to the premises at all reasonable hours for inspection.
- iii. An licensee or his/her staff shall not grow any trees, shrubs or plants contrary to the instructions issued by the Institute nor cut or lop off any existing trees or shrubs growing in any garden, courtyard or compound attached to the canteens except with the prior written permission of the appropriate authority.
- iv. An licensee shall ensure that he/she and his/her staff do not cause any inconvenience to their neighbors by their conduct.
- v. The licensee shall not undertake any structural change or alternation without written permission from the appropriate authority of the Institute.

RESTRICTED MATERIALS:

No inflammable material shall be stored in the canteens. Cigarette, Tobacco, Liquor, Fire arms, ammunition etc are in the list of prohibited items.

DAMAGES / THEFTS:

An licensee shall be personally responsible for any damage beyond normal wear and tear of the fixtures, civil fittings, electrical installations, fencing etc., provided in the canteens or theft of any of these items during the period of his/her occupation of the canteens. The licensees have to furnish complete present and permanent residential addresses of his/her staff with their photographs to the Estate Section, along with the Police Verification Certificate. Institute will not be responsible for that whatsoever.

LIABILITY OF LICENE FEE:

- 1) Where an allotment has been accepted, the liability for payment of license fee and other charges will be with effect from the date as mentioned in the allotment letter.
- 2) Subject to the provisions of these rules a licensee, if fails to take possession of the allotted canteen within the prescribed time limit, will lead to forfeiture of Security deposit.

OVERSTAY IN CANTEENS AFTER CANCELLATION OF ALLTOMENT:

Where an allotment has been cancelled or is deemed to have been cancelled under the provisions of these Rules and the licensee concerned has not vacated it within the prescribed time-limit, he/she shall be liable, in addition to any other action, to pay damages for un-authorized occupation and use of the premises, which may amount up to Rs. 500/- per day, along with forfeiture of the Security Deposit. If necessary, the Institute may evict the defaulter with the help of the appropriate local authority. Such licensees will be debarred from any further allotment process.

ISSUE OF INSTRUCTIONS:

The competent authority, may issue any instructions / orders, etc., in pursuance of these Rules, or may authorize the Estate Office to issue such instructions / orders and all such instructions / orders, shall be binding on the licensees.

LICENSE:

In every case, the licensee shall be deemed to be Licensee and not a tenant.

INTERPRATATION AND RESIDUAL MATTERS:

On any question of interpretation of these Rules, the Director's decision shall be final. The matters, or points in relation to which no specific provision exists in these rules, will be governed by the provisions of relevant Rules of Government of India.

TO A LEGAL HEIR:

On the death of an licensee the canteen may be regularized in the name of his/her legal heir, provided an affidavit is given by each of the remaining legal heirs of the deceased licensee to the effect that they have no objection to such allotment /regularization.

The regularization of allotment in the name of legal heirs on the death of the licensee will be made on the same license fee which the deceased licensee was actually paying or was liable to pay for the premises immediately before his/her death.

RESTRICTION OF TRADES:

When a canteen is allotted for a specific trade viz., grocery, stationery etc. the licensee will not ordinarily be allowed to change the trade. The licensee must not indulge in 'unfair trade practices' as per the existing rules of the Government.

RELAXATION OF RULES:

The Director of the Institute may, for reasons to be recorded in writing, relax all or any of the provisions of the rules/instructions governing the policy of allotment, regularization, restoration of canteens etc., in the Institute.

ELECTRICITY AND WATER CHARGES:

The requisite formalities for taking Electricity connection will be required to be completed by the licensee as per Institute rules. The electricity charges will be payable on the actual basis. The licensee shall be responsible for payment of electricity charges as per energy bills raised by the Institute as per Institute rules. Water bills per month will be paid by the licensee as per the rate decided by the Institute from time to time.

MISCELLANEOUS:

- i. The Institute reserves the right to inspect/check the quality of edibles, selling rates of all items. Any excess charging from customers and if the items being sold are found to be of poor quality or unhygienic and the cases falling within the definition of misconduct with customers will tantamount to breach of contract agreement.
- ii. All canteens will display the price of all items sold in the canteen, not having printed MRP. The facility will be available for all days.

- iii. Time to time the performance of canteens will be evaluated. The feedback reports will be taken from students/ staff/ faculty/residents of the Institute in terms of rate, quality, hygiene, cleanliness, availability of items, conduct of licensee and its staff. The overall performance will be assessed by Institute Authority.

- iv. **SOP on preventive measures in Restaurants / Canteen to contain spread of COVID-19 issued by the Government of India Ministry of Health and Family Welfare to be strictly adhered.**

APPLICATION FORM (BID DOCUMENT)

Name of the Applicant :- _____

Father's / Husband Name :- _____

Address, Contact No & Email ID.:- _____

I am willing to apply for participation in the e-tender for opening and running of canteen & restaurant services in the Canteen premises backside Main Academic Building / near Hall-5, NIT Durgapur.

I have read, understood and shall abide by all the terms & conditions laid down the tender document.

Signature & Seal of the Bidder
