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**TENDER NOTICE**



**NATIONAL INSTITUTE OF TECHNOLOGY, DURGAPUR**  
**MAHATMA GANDHI AVENUE, DURGAPUR -713209(WEST BENGAL)**

**Notice inviting Tender for cooking and supply of food in Hall 6 & Hall 9(combined), Hall 8 & Hall 10 (combined), Hall -11 and Hall-13 of NIT Durgapur.**

**Tender No. NITD/CW/Cooked-food/ Hostels / 2017-01 dated 21/04/2017.**

Sealed quotations are invited from the bona fide and resourceful contractors/suppliers/service providers for Cooking, Supplying and serving Breakfast, Lunch, Afternoon Tea & Snacks and Dinner to students residing in respective Halls of NIT Durgapur for the students residing in **Hall 6 & Hall 9 (combined), Hall 8 & Hall 10 (combined), Hall -11 and Hall-13 of NIT Durgapur** for a period of 1 year from 01<sup>st</sup> July, 2017 to 30<sup>th</sup> June, 2018. For bid document, time, date, place of submission, opening of quotations and other terms and conditions, please refer to Institute web site: [www.nitdgp.ac.in /CPPP](http://www.nitdgp.ac.in/CPPP).

  
(Convenor –Hostel Food Tender Committee)

For further information, if required, please contact:

Dr. K. Adhikari (Chief Warden-9434788091)

Mr. Sayon Bhattacharya (Asstt. Registrar, Hostels-9434788077)



## Notice Inviting Tender

Tender No. NITD/CW/cooked-food/hostels/2017-01

Date-21/04/2017

- 1) Sealed quotation is invited from the bona fide and resourceful contractors/suppliers/service providers for items, list of which is enclosed as "Annexure A" to this tender notice.
- 2) **Duration of contract period:** One year from 01<sup>st</sup> July, 2017 to 30<sup>th</sup> June, 2018, which may be extended on discretion by the Competent Authority of the Institute.
- 3) **Earnest Money:** Rs. 30,000/- (See point 11 (Technical Bid) sub-point (v) below).
- 4) **Cost of tender paper:** Tender paper may be downloaded and submitted with a demand draft of Rs.1000/- (non-refundable) of any commercial bank in favour of Director, NIT Durgapur.
- 5) **Time and Date of Pre-Bid Conference:** 11 A.M. on 27th April, 2017 at the office of the Chief Warden.
- 6) The bidder may visit the site on approval of the Competent Authority of the Institute.
- 7) **Start Time and Date of Submission of Tender:** 08th May, 2017. **End Time and Date of Submission of Tender:** 15th May, 2017 at 03.00 PM.
- 8) **Time, Place, and Date of Opening Tender:** 15th May, 2017 at 03.00 PM at the Office of Chief Warden.
- 9) **Nature of Work:** Cooking, supplying and serving Breakfast, Lunch, Afternoon, Tea & Snacks and Dinner to students' residing in the respective Halls.
- 10) **Two bid system:** Technical Bid & Price Bid. Each Bid is to be provided in separate sealed envelopes marked as "Technical Bid" & "Price Bid" respectively. Each Bid envelope should be super scribed with tender no. & date, name & contact information of the bidder. Both the bid envelopes are to be put in one single large envelope super scribed with tender no. & date, name & contact information of the bidder and sealed. The technical bids will be opened first. The date of opening of price bids will be intimated to technically responsive bidders later.  
**PLEASE NOTE: In case e-procurement for the Institute becomes operational, the e-bids will be required to be submitted by all bidders including those who may have already submitted their bids in hard copy. In such case intimation may be given through corrigendum/addendum in the Institute website/CPPP that e-procurement is operational. Bidders are requested to check the Institute website/ CPPP regularly for information. No personal intimation will be given.**
- 11) Technical Bid: Following documents need to be attached:
  - i. Introductory letter in company's letterhead with list of enclosures. The details of contact person, phone/mobile no., email address, H.O./Registered Office Address should be correctly provided. The Institute is not liable for any loss/delay in information due to non-availability of such information or wrong information provided by the bidder or for any other reason whatsoever.
  - ii. Attach current original bank solvency certificate or self-attested copy of the same.
  - iii. Credential of not less than Rs. 10 Lakhs per annum (FIRM WORK ORDER AND DOCUMENT FOR SATISFACTORY IMPLEMENTATION/COMPLETION OF THE WORK AND PAYMENT AGAINST THE WORK EXECUTED) FOR LAST 5 YEARS in support of cooked food prepared, supplied/ served to any Government/PSU/Govt. funded Autonomous body/hostel of reputed educational Institute.
  - iv. Self-attested copy of Food License, Trade license, VAT clearance up to last quarter of current financial year, IT return for the last 3 years and valid labour license, any other



Govt. license /certificate (like EPF, ESI Registration Certificate, GST (when applicable) etc.), as and when applicable.

- v. **Technical Bid** must be accompanied by specified Earnest Money of Rs. 30,000/- to be enclosed in the form of only Demand Draft/Pay Order of Bankers Cheque of any Commercial Bank having its Branch at Durgapur drawn in favour of Director, NIT Durgapur. Earnest Money deposited in any form or manner other than those specified will not be accepted and such quotation will be rejected.
- Tender not accompanied with earnest money will not be entertained. Earnest Money should be submitted in separate envelope and the same should be enclosed with the quotation. No Interest will be payable on E.M.D at any point of time. EMD to unsuccessful bidders will be returned after finalization of the entire contract process and on receipt of application from the unsuccessful bidder. The EMD will be refunded to successful bidders on receipt of Security Deposit/Performance Guarantee Deposit.
- vi. Tenderer must sign & stamp on all the pages of this tender notice and attach the same with the technical bid as a token of acceptance of all terms & conditions of the tender.
- vii. The Service Provider should not have been blacklisted anywhere. Declaration to this effect is to be provided by the bidder.
- 12) Price Bid: **Bidder has to submit the rate for cooking and supply of food in Hall 6 & Hall 9(combined), Hall 8 & Hall 10 (combined), Hall -11 and Hall-13 as per ANNEXURE-B. Work order will be awarded as per the rate quoted.**
- 13) Director/Institute administration reserves the right to accept or reject any or all the Tenders and will not be bound to accept the lowest or any other tender.
- 14) If the date of opening coincides with a holiday, the date will automatically be shifted to the next working day and will be opened at same time and at the same venue.
- 15) No bidder will be allotted more than two messes.

**INSTRUCTION TO BIDDER AND GENERAL TERMS AND CONDITIONS FOR SUPPLY AND SERVING BREAKFAST, AFTERNOON SNACK, DINNER TO STUDENTS RESIDING IN HOSTELS.**

1. 10% Security Deposit/Performance Guarantee Deposit of the total quoted amount for the whole contract period for each hall is to be furnished BY THE SUCCESSFUL BIDDER in form of Bank Guarantee to be drawn in favour of Director, NIT Durgapur payable at State Bank of India, REC Branch, Durgapur or Bank Guarantee of any commercial bank valid up after 60 days of expiry of the work order no interest will be paid on Security Deposit/Performance Guarantee Deposit. Exact SD amount will be intimated through the letter of intent to the successful bidder. In case of extension, Bank Guarantee is to be revalidated.
2. Quality and Quantity aspects of all cooked food must be strictly adhered to. If any genuine complaint is received for quality/quantity etc. from any corners, the concerned Warden may impose a penalty of up to Rs. 15,000/-(Rupees Fifteen thousand only), per case on the concerned service provider, depending upon the merit of each case.
3. All the raw materials should be fresh and without pest and the cooked food must be fresh, hygienic, hot and palatable within the rate quoted by the party. Menu to be supplied on each day as enclosed in annexure –A and B as per choice of the students of the respective halls out of items mentioned therein.
4. Food to be prepared at the student Hall of Residence at supplier's own cost for which only space to be provided free of charges and cooked food to be served to the student in the Dining Hall of

Residence which will be arranged by him/her at own risk and cost. Cooking is permitted with LPG gas only. On demand, service provider has to pay for electricity and water charges to the Institute authority.

5. Separate cooking facilities should be established for each mess for which the contract will be awarded.
6. Rate must be quoted inclusive of all charges & taxes allied to that. Service provider has to comply with all the rules and regulation of the Institute and Govt. of India as applicable from time to time (Statutory Compliance) for similar type of work.
7. Selected bidder will have to execute an agreement (format enclosed; Annexure-C) after receiving LOI in a Non - Judicial Stamp Paper (Rs. 50/-) the cost of which is to be borne by the party.
8. TERMS OF PAYMENT: Within 45 working days from the date of submission of bills and acceptance along with other relevant documents as mentioned in the tender documents on Account payee cheque only subject to certification by competent authority.
9. The contractor's performance regarding quality, quantity of food as well as other aspects will be reviewed & evaluated by the hostel mess committee, manager/matron, concerned warden and/or any other competent person decided by the Institution on monthly basis, and subject to termination on being unable to cater to the standards and expectations of the Institute authority. Food samples of each item to be preserved for next 24 hours in a sealed box.
10. Institute authority reserves the right to inspect kitchen, dining hall and also taste prepared food items at any point of time without giving any prior notice. During course of inspection if any unhygienic condition is noticed in the kitchen or found any cooked food sub-standard a fine of up to Rs. 15,000/- on each occasion will be imposed.
11. Handlers of food should be clean and must wear uniform (includes: head dress, dress, apron, hand gloves, shoes) at the cost of the Contractor, otherwise a fine of up to Rs.15, 000/- on each occasion will be imposed.
12. Director/Institute Administration reserves the right to accept or deny the lowest or any other quotations without assigning any reason and to distribute the entire supply to more than one bidder. Rate justification may be sought for any unrealistic rate quoted.
13. Discipline to be maintained in all respect by the bidder and no outsider other than his recognized worker will be allowed in the Hostel. A List of workers to be provided and workers should have identity card which must be issued by the Contractor. Periodical medical fitness certificates of the workers of the contractors from the Institute Medical Unit have to be produced. Sale/barter of any kind of intoxicants, tobacco etc. are strictly prohibited within the Institute campus.
14. Sub.-Letting of Contract: The Contractor /supplier shall not sub-let, transfer or assign the contract or any part thereof.
15. If any student does not take food for any valid reason for FIVE days or more continuously taking prior permission from respective warden/Chief Warden then he / she will be eligible for a rebate of 50% of his / her total mess bill for those days only.
16. If any student goes to any outside Institute/Industry for a project work only and for that remains absent for more than 3 months continuously and takes prior permission from respective warden/chief Warden, then he / she will be eligible for a rebate of 90% of his / her total mess bill for those days only.



17. If any dispute arises, the same may be settled through negotiation, or by arbitration or through court within the Jurisdiction of Durgapur Court.

18. The bidders must be registered with the Employees Provident Fund Organization abiding all the statutory provisions of the EPF Act, 1952 and all subsequent amendments thereof and must include all the proposed employees who would be working under him in various hostels, under this Act.

19. The bidders must be registered with the Employees State Insurance Corporation abiding all the statutory provisions of the ESI Act, 1948 and all subsequent amendments thereof and must include all the proposed employees who would be working under him in various hostels, under this Act.

N.B.: If the lowest bidder does not comply with the above two clauses during tendering process, must comply those two clauses within 45 days from the date of receipt of letter of intent (LOI), failing which the work order will automatically be cancelled and will be awarded to the next lowest bidder (L 2) with the same terms and conditions as in the tender papers. No payment will be made to the lowest bidder (L 1) for the period of interim service provided & security deposit will be forfeited.

20. Challans/receipts of payment of EPF and ESI for the preceding month should be attached with the bill submitted for the current month.

21. Minimum wages as notified by Ministry of Labour and Employment, GOI (as revised from time to time) should be paid to the applicable category (skilled, semi-skilled etc.) of workers. Submission of all statutory documents to the Labour Department will be the responsibility of the Service Provider.

22. The Institute administration has got every right to inspect the books of accounts, challans etc. and find out whether the provisions of the above mentioned Acts (Provident Fund and ESI) are in total compliance as per law of the land.

23. The Service Provider has to comply with Food Safety & Standards Act, 2006 and all subsequent amendments thereof.


24. If the contractor fails to comply with the relevant provisions of the above mentioned Acts, then the Institute Administration has got every right to withhold the bills or even terminate the work order/contract.

25. Utensils for cooking, serving, preservation etc. have to be arranged in sufficient numbers by the contractor at his own cost.

26. Rates should be quoted inclusive of all charges including labour (for the whole contract period), fuel, materials, and electricity charge and all type of Govt. Charges / Taxes as may be claimed (even in future) for the contract period by any Govt. agency.

27. There will not be any employer-employee relationship between the Institute and the service provider or his/her workers.

28. Institute Administration reserves the right to terminate the contract within the period of agreement by giving notice of 45 days (Forty Five days) without citing any reason whatsoever. Contractor/Service provider may terminate the contract within the period of agreement by giving notice or 45 days (Forty Five days) against a valid reason. However, if the cited reason is not acceptable to the Institute Administration, total Security Deposit will be forfeited and the Contractor/Service provider will not be permitted to take part in such tendering process in future for a period as decided by the competent authority.



29. Tender committee will not entertain any request to change the basic rate (except taxes) of any item during the whole contract period. However during the extended period (if any) rate may change on mutually accepted terms.
30. There should be provision for supply and serving of food for sick person as per Institute Doctor's prescription within the limit of the rate per day.

#### SPECIAL TERMS

•Special concession/ rebate, if any given by the bidder to an educational institution may also be quoted in writing without imposing any condition. Item other than the quoted price, if requisitioned by the students, suppliers/contractors should comply with the same and price of the same will be reimbursed at prevailing market price/rate.

•Breakfast, Lunch, Dinner and Afternoon tea & snacks will remain suspended during summer/ puja /winter vacation and during that period no payment for the same will be made to the contractor. Service Provider is requested to quote his rate accordingly. However, if Institute administration gives its consent, mess will have to be kept open during vacation and payment will be made on the basis of total number of students present for those days only.

• Supply will also remain suspended for any unforeseen reason, as notified by the Institute Authorities.

#### GENERAL SPECIFICATIONS OF ITEMS

- 1) Rice: Rice may be superfine or fine, unbroken, stone and dust free, free from bad smell. Some of the brands of the rice are Baskanthi, Dudheswar, KatraniBhog, Basmati, Kalam Kati etc on rotation.
- 2) Mustard Oil/ Sunflower Oil: It should be of reputed brand with good quality and free from any adulteration. Sealed container should have Agmark (or any other Govt. Certification). At least two brands should be mentioned while quoting rates.
- 3) Dal / Pulses: Musur, Sona Mug, Chhola, Beuli, Aarahar etc. on rotation: All variety of Dal / Pulses should be of good quality, fresh, clean, stone & dust free.
- 4) Sugar: Good quality, crystal clear coarse grain and free from any adulteration.
- 5) Spices: Good Quality branded spices is to be supplied. It should be fresh, clean and free from dust.
- 6) Posto(Poppy Seeds): It should be fresh, good quality and free from any ingredient mixed with.
- 7) Potato: Good quality potato to be supplied and it should be big and medium size only without surface damage& blemish.
- 8) Adrak/ Ginger: Fresh and big size.
- 9) Onion: Fresh, good quality and big size only.
- 10) Garlic: Fresh and big size only.
- 11) Vegetable: Good quality, fresh/ green, clean and free from pests.
- 12) Chicken: Only dry live chicken to be dressed in the hostels. Each chicken weight should not be more than 2Kg. Each chicken is to be cut into pieces at the cost of suppliers in respective Halls of residence.
- 13) Meat: Live 'he' goats preferably castrated to be supplied and then to be dressed in the hostel kitchen. Net wt. of the meat should be free from head, stomach etc.



14) Fish: Fishes (Rohu and Katla) to be supplied not less than weight of one Kilo without head and stomach and must be fresh (without lead, collarbones, tail, viscera and fins). Tail is to be cut up to a depth of one inch from fish end.

15) Eggs: Fresh, big size poultry chicken eggs are to be supplied.

16) Bread: Good quality fresh sliced bread to be supplied.

17) Ice Cream: Preferably Kwaliti Walls, Metro, Amul, Cream Bell, Vadilal.

18) Other Confectionary: Cake, Biscuit are to be supplied fresh and good quality. Make and weights are to be mentioned while quoting rates.

19) Breakfast/Afternoon Tiffin/Lunch/Dinner: Breakfast/ Afternoon Tiffin//Lunch/Dinner to be prepared at the kitchen of respective Halls of Residence at the cost of suppliers and served to the students. It should be hot and good quality.

20) Instructions: It will be the responsibility of the supplier to clean the kitchen and dining hall and any other used place and dump the refuse at nearby Garbage Vat. If violated, a fine of up to Rs.15,000/- for every violation may be imposed by the college authority with reference to the Concerned Supplier.

### ANNEXURE – A

**The bidders are requested to provide the Annexure-A along with measurable units (gms, ml. etc.) of each item.**

**For Breakfast:** Following alternatives combinations as ordered, be arranged along with a cup of tea/coffee/Bournvita:

Combination 1.	a. Average Three Parathas per head. b. Fried Vegetable.
Combination 2.	a. Kachuri / Puri 6 pieces. b. Curry with Kabuli Chola
Combination 3.	a. Bread 4 pieces with jam/butter and sugar – Paramount/Modern/ Firpo Brand. b. Boiled Egg/ sweet – 1 piece + bananas – 2 pcs.
Combination 4.	a. Idlee – 4 pieces Standard Size. b. Sambhar, Chutney.
Combination 5.	a. ChirePolau + Chatni. b. Biscuit.
Combination 6.	a. Suji Upma- 1 plate big size.
Combination 7.	a. CholaBathura – 2 pc.
Combination 8.	a. PavBhaji (4 pc.)
Combination 9.	a. Uttapam/ Masala Dosa – 1pc with sambar&chatni
Combination 10.	a. Tawa Roti 4 pieces, Sabji. b. Sweet.

### For Lunch and Dinner

Combination No. 1.	a. Fresh hot/warm rice/ hot chapatti. b. Musur Dal. c. Seasonal Vegetable. d. Chicken 160 gm. e. Curd/Seasonal Fruit.
Combination No. 2.	a. Fresh hot/warm rice/ hot chapatti.



	<ul style="list-style-type: none"> <li>b. Cholar Dal.</li> <li>c. Seasonal Vegetable.</li> <li>d. Crispy aloo-bhindi fry/ Tomato-capsicum fry.</li> <li>e. 75 gm fish curry/ Double Egg Omlet or Curry.</li> <li>f. Salad / 100 gm curd (sour) + sugar.</li> </ul>
Combination No. 3.	<ul style="list-style-type: none"> <li>a. Fresh hot/warm rice/ hot chapatti.</li> <li>b. Beuli Dal.</li> <li>c. Posto with Potato and Jhinga</li> <li>d. Chicken 160 gm.</li> <li>e. 1 big-size Sandesh/ Rasogulla.</li> <li>f. Seasonal Fruit.</li> </ul>
Combination No. 4.	<ul style="list-style-type: none"> <li>a. Fresh hot/warm rice/ hot chapatti.</li> <li>b. Mixed Dal.</li> <li>c. BaiganBharta.</li> <li>d. 75 gm fish with curry/ Double Egg curry .</li> <li>e. Cucumber-onion raita.</li> </ul>
Combination No. 5.	<ul style="list-style-type: none"> <li>a. Fresh hot/warm rice/ hot chapatti.</li> <li>b. Tarka Dal (chana-tomato-dhania)ORSambar Dal.</li> <li>c. Green Chatney.</li> <li>d. Veg Manchurian/ soyabean.</li> <li>e. Papad.</li> <li>f. 100 gm curd (sour) + sugar.</li> <li>g. Seasonal Fruit.</li> </ul>
Combination No. 6.	<ul style="list-style-type: none"> <li>a. Motor Polao.</li> <li>b. Egg Bhurgi.</li> <li>c. Roti.</li> <li>d. Raita.</li> <li>e. Tarka Dal.</li> </ul>
Combination No. 7.	<ul style="list-style-type: none"> <li>a. Aloor Dum.</li> <li>b. Matar and paneer stuffed paratha/ luchi.</li> <li>c. Kheer.</li> <li>d. Seasonal Fruit</li> </ul>
Combination No. 8.	<ul style="list-style-type: none"> <li>a. Veg Biryani.</li> <li>b. Roti.</li> <li>c. Veg Manchurian.</li> <li>d. Gulab Jamun Large 1 pc.</li> </ul>

**Note: Fresh Salad (Green) and Pickle are must for Lunch and Dinner.**

**Chicken item: 3 times a week (including SD & ID).**

**Special Dinner: Once in a week – preferably Wednesday**

NON VEG.
<ul style="list-style-type: none"> <li>Fried Rice / Radha Ballabhi</li> <li>Mixed Vegetable/ Dal makhani</li> <li>Chilli Chicken – 160 gm</li> <li>Mixed Chatni</li> <li>Ice Cream cup of reputed brand (min Rs.12/-) OR</li> <li>Cold Drink Rs. 12/-.</li> </ul>

*AS* *hi*



**Improved Dinner once in a month preferably in the middle of each month**

NON VEG
Fresh warm Radha Ballavi/Pollao/Biryani/Zeera Rice Mutton – 150 gm Fish Fry and Salad, Mix veg, Sweet Ice Cream (min Rs. 15/-) Cold Drink – 200 cc

**EVENING SNACKS**

Any one Combination along with a cup of tea/coffee:

- a) Singara 2 pcs & Jilapi /laddo – 1 pc.
- b) CholaBatora – 2 pcs.
- c) ChirerPolao – 1 pcs.
- d) Vegetable Chowmin – 1 plate.
- e) Veg patties.
- f) Bread Chop – 2 pcs.
- g) Vegetable Chop – 2 pcs.
- h) Dal Puri – 4pcs.
- i) Paneer roll – 1 pc.
- j) Veg-burger – 1 pc.
- k) Idlee – 4 pcs. Standard size, with Sambhar, Chutney.
- l) SujiUpma – 1 plate standard size.
- m) Veg. Burger – 1 standerd pc.
- n) Fruit Chat (seasonal)/mixed chat.
- o) Masala Dosa (2 Pcs).
- p) Dahivada.
- q) Dhokla.
- r) Veg-sandwich.
- s) Veg-roll.
- t) Pav vaji.
- u) Alloparatha - 2 pcs.

FOOD (For all the hostels)	TIMING
Breakfast + Tea/Coffee	7:00 am to 8:30 am
Lunch	12 Noon to 1:30 pm
Evening Tea + Snacks	5:00 pm to 6:30 pm
Dinner	8:00 pm to 9: 30 pm

*Handwritten signatures*

**ANNEXURE – B (Price Bid)**

RATE PER HEAD PER DAY (in Rs.)(Inclusive of all charges & Govt. Taxes which may even be imposed in future for the contract period).The price bid may be quoted in separate sealed envelope along with the other documents with the bid. The price bid should contain the break-up of price for labour cost, material cost, uniform cost and other cost per head per day basis:

Name of Hostel	Strength of students (approx.)**	Rate quoted (per head per day)	Taxes (% & Type of Tax)	Rate quoted (incl. taxes & all Charges) (per head per day)
Hall-6& Hall-9 combined mess (Boys)	447			
Hall-8& Hall-10 combined mess (Girls)	188			
Hall-11 (Boys)	653			
Hall-13 (Girls)	340			

\*\* Exact strength may vary at any point of time.

The rates should be quoted in figures as well as words.

Rates are to be quoted clearly without any overwriting or cutting. An error should be crossed out, re-written and initialled with date.

No extra charges will be entertained at a later date.

**PRO-FORMA AGREEMENT**

**Subject: Preparing and serving breakfast, lunch, afternoon snacks and dinner to Students residing in Hostel No. .**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between NIT Durgapur hereinafter called the Institute which expression should include it's successors also of the Institute, the one part and M/S \_\_\_\_\_ hereinafter called Tenderer which expression shall include their heirs, executors, assignees & successors of the second part.

WHEREAS the Institute floated a quotation dated \_\_\_\_\_ for preparing and serving Breakfast, Lunch, Afternoon snacks, Dinner to Students residing in Hostel No \_\_\_\_\_ against which the Tenderer submitted his quotation at a cost of Rs. \_\_\_\_\_ (Rupees in words) per head per day fulfilling all terms and conditions laid down in the tender documents.

WHEREAS, the offer of Tenderer along with other offers considered by the Institute on \_\_\_\_\_ and after due scrutiny of all the offers received, the offer of the Tenderer was accepted by the Institute.

WHEREAS, the Tenderer agrees to execute the work or Preparing and serving Breakfast, Lunch, Afternoon snacks, Dinner to Students residing in Hostel No. \_\_\_\_\_ with effect from \_\_\_\_\_ to \_\_\_\_\_ abiding by all the terms and conditions as in the tender documents.

WHEREAS in case of any short coming lacuna or carelessness on the part of the Tenderer for preparing and serving or breakfast, Lunch, dinner etc. and violation of any terms and conditions or the contract, the Tenderer will be liable to and shall pay to the Institute an amount of Rs. 15,000/- (Rupees fifteen thousand only) as Fine /Penalty per case.

WHEREAS. Institute retains the right without assigning any reason whatsoever in case of non- fulfilment in the tender .In such case, the Institute will have the right to forfeit the security deposit.

WHEREAS, the tenderer agrees to supply fresh quality/standard items and or sufficient quantity as per tender documents failure by the tenderer in this regard will attract penalty for Rs. 15,000/- (Rupees fifteen thousand only) per case.

**The decision taken by the Institute Authority is final.**

WHEREAS, the tenderer agrees to furnish 10% security deposit on the total estimated value for the whole contract period for each hall by means of Bank Draft/ Bank Guarantee in favour of the Director, NIT Durgapur payable at SBI, NIT Durgapur College Branch, Durgapur or Bank Guarantee of any Commercial bank which will be refunded not before 60 days of completion of contract period without any interest subject to adjustment of all, if any.

WHEREAS, the tenderer agrees to supply indented items daily in time, failure to supply and serve indented items in time by the tenderer will attract penalty which will be charged double the rate paid by the Institute for purchase or indented items through other agency.

WHEREAS. tenderer agrees to accept the payment within 45 working days on submission of Bill in duplicate along-with Challan and duly certified by the concerned Mess Secretaries of that month



of respective hostels along with documents of complying the Labour Law, PF and ESI clauses etc. laid down in the tender documents.

WHEREAS, the tenderer agrees that he shall not sub-let, transfer or assign the contract or any part thereof without the written permission of the Director. In the event of the contractor contravening this condition, the Institute shall be entitled to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any loss or damage which the Institute may sustain in consequence of or arising out of such replacing of the contract.

WHEREAS, contract may be terminated within the period of agreement by the Institute authority by giving notice of 45 days, other than any case of breach/violation by the Service Provider.

WHEREAS, contract may be terminated within the period of agreement by the Service Provider by giving notice period of 45 days in writing, the Service Provider may have to continue till suitable replacement is found, food being an essential service.

WHEREAS, the Service Provider agrees to maintain discipline also agrees that no unwanted person be allowed inside the kitchen and dining hall other than his recognized person and verification of antecedents of the men/women deployed will be the responsibility of the Service Provider.

WHEREAS, settlement of any dispute will be made immediately by the appropriate authority of the NIT, Durgapur, failing which through arbitration or may be made under the jurisdiction of Durgapur court.

WHEREAS, the contractor also agrees to abide by any other terms and conditions as laid down in the tender document, if not covered under this agreement.

In witness, both the parties set their respective hands in presence of the witness on the date, month and year as given above.

Dated:

Place: NIT Durgapur, West Bengal.

Accepted on behalf of the Chairman, Hostel Food Tender Committee, NIT Durgapur.

Chairman: Hostel Food Tender Committee, NIT Durgapur.

Appointer

Appointee

Witnesses:

1.

1.

2.

2.

