# NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT) AJMER

Ref. No. NIELIT/AJM/Admn//Hostel-Mess-Canteen/2016-17 Dated: 05/01/2016

NIELIT, Ajmer centre invites bid in two separately sealed envelopes bearing "Technical Bid" and "Commercial Bid" enclosed in One single envelop bearing Tender No. 2016/01 dated 5<sup>th</sup> January 2016, for duly registered reputed firms/agencies for running of the following Mess and Canteen at NIELIT Ajmer Centre.

- a. Boys Hostel Mess
- b. Girls Hostel Mess &
- c. Canteen at the Academic Block

# **Information**

1	Tender reference	Tender No. 2016/01
2	Date of Commencement of sale of Tender document	05/01/2016
3	Last date of issue of tender document	15/01/2016 (3:00 pm)
4	Last date of receipt of Tender document	27/01/2016 (3:00 pm)
5	Date, time & venue for opening of	28/01/2016 (3:00 pm), Office of
	Technical/qualification bids & evaluation and	the Director-in-charge, NIELIT
	presentation wherever applicable.	Ajmer Centre
6	Opening of Price/commercial bid evaluation	29/01/2016 at 3:00 pm
7	Address for communication	Director-in-charge, NIELIT Ajmer
		Centre, Village Kohda, Kekri,
		Ajmer
8	Fee for tender document	Rs. 500/-

**Note:** If the date fixed for opening of Tender is declared holiday by the Central Government, the same would be opened on next working day with time for opening of technical bid remaining the same as above.

- 1. Director-in-charge, NIELIT Ajmer centre reserves the right to extend the date of acceptance of Tender offer by upto 30 (thirty) days. Such an extension would be binding on the tenderers.
- 2. If the date up to which the tender is open for acceptance is declared to be a closed holiday, the tender shall be deemed to remain open for acceptance till the following working day at the same time.

# NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT) AJMER

# BOYS & GIRLS HOSTEL SEPARATE MESS & CANTEEN INVITATION FOR TENDER

Name of the work	:	Providing Mess Facilities for Boys & Girls Hostel Separately & Canteen at NIELIT- Ajmer.
Name of the Bidder	:_	
Address	:	
	-	
Phone & Mobile No	:_	
Email address	:_	

# NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT), AJMER

# INVITATION FOR TENDERS FOR PROVIDING MESS FOR BOYS AND GIRLS HOSTEL SEPARATELY & CANTEEN FACILITIES AT NIELIT- AJMER

To,

Dear Sir,

**Sub:** Invitation for Tenders for providing Mess-Canteen facilities at Boys & Girls Hostel **separately**, NEILIT Ajmer.

You are invited to submit your most competitive rate for monthly mess and canteen charges towards our requirements given below and explained in terms & conditions:

Brief Description of the	Approximate capacity of	Requirements
work	students	
Preparing and providing breakfast/nasta, lunch, Dinner at Institute's Mess for boys and girls hostel separately & Canteen.	Student Capacity in Hostels are approx. 100 (60 for boys hostel & 40 for girls hostel) and only desirous students will take food in Mess and Canteen	As given in terms & conditions

### **INSTRUCTIONS:**

**NOTE**: Please note that only desirous students will take food in the mess-canteen.

#### **TENDER FORM:**

The tender documents containing all the details, specifications, terms & conditions may be obtained from the office of the Director-in-charge, NEILIT, Ajmer Centre, Village Kohda, Kekri, on payment of Rs. 500/- only in cash from 10:00 am to 5:00 pm during the specified dates or may be downloaded from the website <a href="http://nielit.gov.in/">http://nielit.gov.in/</a> or <a href="http://www.http://chandigarh.nielit.gov.in">www.http://chandigarh.nielit.gov.in</a> or <a href="http://www.http://delhi.nielit.gov.in">www.http://delhi.nielit.gov.in</a>. Downloaded form should be accompanied by prescribed fee in the form of DD in favour of Director-in-charge, NIELIT Ajmer, payable at Kekri (Rajasthan).

Duly filled in tender/bid must reach the office of the undersigned on or before 27<sup>th</sup> Jan 2016 till 3:00 pm. Tenders received thereafter shall not be accepted in any case.

# **BID SUBMISSION**

The bids are to be submitted in two envelopes separately as under:

# Envelope No. 1: Technical bid

Qualification Bid. (Please see the qualification criteria. Fill in all the details and submit the sealed envelope along with Earnest Money Deposit of Rs. 10,000/- (Rs. Ten Thousands Only) by way of Demand Draft in favour of <u>Director-in-charge, NIELIT, AJMER, payable at Kekri (Rajasthan). This EMD may be adjusted in Security Deposit of successful bidder.</u>

### **Envelope No. 2: Commercial bid**

The second envelop will contain the commercial bid which will be the price quotation.

## TERMS AND CONDITIONS FOR MESS and CANTEEN:

- 1. The Contractor will run the Mess and Canteen on License basis in the premises of the NIELIT, AJMER. The License Fee will be **Rs.** 5,000/- (Rupees Five Thousands only) per month for the boys and Girls hostel mess to compensate usage charges of Hostel premises and **Rs.** 1500/- (Rupees One Thousand Five Hundred only) per month for the canteen to compensate the usage charges of Canteen premises. Contractor has to deposit an amount of **Rs.** 50,000/- (Rupees Fifty Thousand Only) towards Security Deposit. This security deposit of Rs 50,000/- will be for the Boys and Girls Hostel Mess and Canteen. (The License Fee would be deducted from security deposit).
- 2. NIELIT Ajmer will provide basic furniture, water as per the availability.
- 3. Contractor will utilize the furniture and premises of the NIELIT and have to take proper care and precaution.
- 4. The contractor has to arrange utensils, serving plates, etc and all other items required to run the canteen/mess smoothly.
- 5. A separate meter (submeter) will be installed for electricity consumption by the contractor and the billing will be as per the meter reading.

- 6. The Contractor will be responsible for the wages remuneration, allowances, leaves etc. of the employee engaged by the Contractor for the purpose of running the mess-canteen, and NIELIT will not be responsible in any manner towards the employee and the workers of the Contractor. The Contractor will also be responsible for all liabilities of his Employee's Provident Fund, E.S.I. etc. The NIELIT will not be treated as Principal Employer for any purpose.
- 7. The Contractor will not employ juveniles or the child labour.
- 8. The Contractor will submit the medical certificates of the workers once in six months.
- 9. The Contractor will provide good (break-fast, lunch, dinner, feast and changes as required etc.) services in the mess/canteen and will charge fair and reasonable charges for the same.
- 10. The Contractor will use good quality ingredients for the breakfast, lunch, dinner, feasts etc. The Contractor will maintain cleanliness, full hygienic atmosphere in the Mess. Non-observance of the conditions will lead to cancellation of the Mess-Canteen contract.
- 11. The Contractor will be responsible for the food poisoning, mis-happening etc., if any, occurred due to use of the raw material, utensils, or apparatus in the hostel mess-canteen of the NIELIT by the Contractor.
- 12. The Contractor will not serve the items prepared at the time of Lunch for the dinner. Similarly will not serve the items prepared at the time of Dinner for Breakfast/Lunch of next day. Any complaint received in this regard from the students/Warden will also lead to cancellation of the Mess-Canteen Contract.
- 13. The Contractor will not sub-let the contract to any party.
- 14. The quality of the food served by the Contractor (for breakfast, lunch, dinner & feast) will be checked occasionally by the Committee constituted by the NIELIT.
- 15. The Contractor will provide 100% pure and safe drinking water by taking care of cleanliness of water cooler etc.
- 16. Preparation of mess/canteen bills, collection of mess-canteen bill amount / collection of advance amount against mess-canteen bills, recovery of dues, refund (if any) and any other matter related with mess-canteen bills is the responsibility of the contractor only. NIELIT will not be responsible for the same in any manner.
- 17. The Contractor will be responsible for getting the License and Clearance under the Food Adulteration Act, necessary for conducting the business of Mess-Canteen.
- 18. The working days/hours of the Mess-Canteen will be determined by the NIELIT.
- 19. Handover of the licensed property is made by NIELIT to Contractor on date of execution of the contract.
- 20. In case of Breach of conditions by the Contractor, the NIELIT will be entitled for compensation and reserves the rights to enter the licensed premises and take the delivery of the same in case of breach of conditions.
- 21. Party should have minimum 3 years experience of running mess/canteen for industry/corporate section/ college having student/staff strength of approx. 150.
- 22. The Contractor should employ adequate staff numbering about 3 (three) for cooking, 5 (five) for serving, washing and maintaining the mess and canteen. However the manpower will increase as per requirement. They should always be in neat and clean uniform.
- 23. The Contractor should also employ a female attendant in the Girls Hostel Mess.
- 24. If Contractor decides to stop his business in the premises of NIELIT, he will have to serve 45 (forty five) days' notice as well if NIELIT wishes to cancel the agreement with the Contractor; NIELIT will serve 45 (forty five) days' notice.

- 25. The Contractor will not serve banned items like cigarettes, alcoholic drinks, narcotics, tobacco items & Ghutka etc. in the Mess-Canteen premises.
- 26. The Contractor will not hold parties meant for outsider, who are not connected in any way with the NIELIT.
- 27. All other conditions as may be necessary in view of the NIELIT and which are communicated by NIELIT to Contractor in writing from time to time; shall also form a part of the agreement, unless specifically declined by Contractor within seven (07) days from the date of communication.
- 28. It is specifically stated by the NIELIT that the Contractor must not involve in any illegal activity. It is specifically stated that if at any later date, if it is noticed that any illegal activity is carried out in the Hostel Mess-Canteen or in the NIELIT premises, the NIELIT will immediately take action to terminate the Hostel Mess-Canteen Contract without any notice to Contractor.
- 29. Separate Memorandum of receipt of Article delivered by NIELIT to Contractor will be made between both parties.
- 30. The Security Deposit, paid by Contractor to the NIELIT shall be refundable on termination of the Memorandum / agreement in the manner as may be deemed fit by NIELIT. The NIELIT will not pay any interest on the Security Deposit.
- 31. The period of agreement will be for the Academic Year 2016-17 or earlier as the case may be and will be effective from the date as decided by NIELIT Ajmer Office.
- 32. The Contractor has to arrange for commercial Gas Cylinders for Mess-Canteen.
- 33. The successful bidder is required to remit Security Deposit of Rs. 50,000/-(Rupees Fifty Thousand Only) in the form of Bank Demand Draft in favour of Director, NIELIT, AJMER payable at Kekri (Rajasthan).
- 34. The NIELIT-AJMER will not pay any interest on Earnest Money Deposit and Security Deposit.
- 35. All legal disputes are subject to the Jurisdiction of AJMER & Kekri Courts only.

# Particulars About Breakfast & Meals

Particulars	Content/ Items	Quantity Per day
Morning Breakfast	Standard Indian Breakfast with varieties of Items including egg	As per IRCTC (Indian Railway Catering and Tourism Corporation) standards unless mentioned.
Veg. Meals Lunch & Dinners	Chapati, Rice, Daal, Sabzi (two), Optional Items (pickle, onion, chatni, butter milk, etc)	As per IRCTC standards unless mentioned.
Non Veg meals Lunch & Dinner	Chapati, Rice, Chicken, mutton, egg curry(pickle, onion, chatni, etc)	As per IRCTC standards unless mentioned.

Date	Bidder	In-Charge-Administration

# **Mess & Canteen Work Experience**

Name of Client	Contract No.	Value of Work	Date of Order	No. of Users	Remarks
1.					
2.					
3.					

#### **DOCUMENTS ATTACHED**

- A Demand Draft of Rs. 10,000/- (Rs. Ten Thousands Only) in favour of Director-in-charge, NIELIT, AJMER payable at Kekri as EMD.
- 2. Documents-Licenses i.e. Shops & Establishment of Registration, Labour License, Food & Drugs, Income Tax, Professional Tax, ESI, PF etc. as per the legal requirements.
- 3. Testimonials from Organizations where bidder has served/serving.

Envelope No.2
Commercial Bid

# TENDER (To be completed by the bidder)

Description of the works: **Providing Mess-Canteen facilities at NIELIT, AJMER.** 

To, The Director-in-charge, NIELIT Ajmer Centre, NEILIT Campus, Village Kohda Kota Road, Tehsil Kekri, AJMER-305 404

Sir,				
We offer to execute the worl NIELIT-AJMER. Referred to under:				
	For Veg			
Rates for	Breakfast (Rs)	Lunch (Rs)	Dinner (Rs)	Total (Rs)
Per member per month				
For Non Member per Serving				
	For Non Veg	T	Γ	
Per member per month For Non Member per Serving				
Please refer particulars about breakfast & meals.  This Tender and your written acceptance of it shall constitute a binding contract between us We understand that you are not bound to accept the lowest or any tender you receive.				
Yours faithfully,				
Authorized Signature			Date:	
Name of the Signatory :				· · · · · · · · · · · · · · · · · · ·
Name of Bidder/Firm :				<del> </del>
Address :				

Subject: Providing Mess-Canteen Facilities at NIELIT, AJMER.

Reference: Your letter dated

# General information for tenderers

- 1. Venue of running the Hostel Mess will be Boys & Girls Hostel separately and the Canteen at the Academic block of NIELIT, Ajmer Centre.
- 2. Brief Description of Work:
  - Providing Mess facilities for Boys & Girls Hostel separately and Canteen at NIELIT, AJMER Centre.
- 3. Quality of work:

As per IRCTC (Indian Railway Catering and Tourism Corporation) standards unless mentioned.

- 4. Qualifying conditions for bidding:
  - a. Tenderer should have prior experience in running the Hostel-mess-canteen for a period of 3 years.
  - b. The tendering agency/individual must have atleast 80% of the budget of one month's expenditure for 100 students and this should be supported by the latest bank statement. The bank statement should be submitted along with the commercial bid.
  - c. The tendering agency/individual shall furnish Earnest Money Deposit of an amount as indicated in the above paragraphs in the form of a Demand Draft issued by a Schedule Bank in favour of Director-in-charge, NIELIT, Ajmer Centre payable at Kekri, Rajasthan.
  - d. Copy of VAT/Commercial Tax Regd. No./Certificate or Service Tax registration document shall be enclosed with the tender documents by the firms/agencies.
  - e. Copy of PAN/TAN Card shall be enclosed with the tender documents.

### 2. Disqualification:

- a. Tenderer who have been blacklisted or otherwise debarred by any Department of any State Government/Central Government/Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 (five) years, whichever is earlier.
- b. Any Tenderer whose Contract with any Department of any State Government/Central Government/Public Sector Undertaking has been terminated before expiry of the contract period at any point of time during the last five years, will be ineligible.
- c. Tenderer whose Earnest Money Deposit (EMD) and/or Security Deposit has been forfeited by Department of any State Government/Central Government/Public Sector Undertaking during the last 5 (five) years, will be ineligible.
- d. If the proprietor/any of the partners of the tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of 3 (three) years or more, such Tenderer will be ineligible.
- e. Tenderer who have supplied defective items to the NIELIT centres, on any occasion in the past 5 (five) years, without the same having been replaced, will be ineligible. The decision of Director-in-charge, NIELIT Ajmer in this regard shall be final.
- 3. Instructions for Submitting Tender:

The instructions to be followed for submitting the tender are set out below

- a. The Tenderer must fill up and sign the forwarding letter given in the format and also furnish full, precise and accurate details in respect of information asked for in format.
- b. Signing of Tender:
  - i. Person(s) signing tender shall state the capacity in which he/she is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as Secretary/Manager/Director, etc., of a limited company.

- ii. Person(s) signing tender or any other documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has the authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the tender/contract. If the person so signing the tender fails to produce the said power of Attorney, his tender shall be summarily rejected without prejudice to any other right of the Institute under the contract and law.
- iii. The power of attorney should be signed by all the partners in the case of a partnership concerned, by the proprietor in case of a proprietorship company. The entire tender document must also be signed on each page by the authorised person.

## 7. Earnest Money Deposit (EMD)

- a. Each tender must be accompanied by Earnest Money Deposit of the amount specified, in the form of Demand Draft issued by a Scheduled bank in favour of Director-in-charge, NIELIT Ajmer Centre, payable at Kekri, Rajasthan. Any tender which is not accompanied by Earnest Money Deposit shall be summarily rejected. The tenderer shall be permitted to bid on the expressed condition that in case he modifies his offer or terms and conditions thereof, after submitting his bid, for any reason whatsoever during the tender process, the Earnest Money Deposit furnished by him shall stand forfeited, without any prejudice to any other rights and remedies of the Institution under contract and law, and the Tenderer will be liable for any loss suffered by the Institution on account of his withdrawal/modification, etc., besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with NIELIT for 5 (five) years.
- b. The Earnest Money Deposited will be returned to the unsuccessful tenderers within a period of 30 (thirty) days from the issue of the acceptance letter to a successful tenderer, after the said successful tenderer has furnished the security deposit and performance guarantee, if he does not desire the same to be adjusted towards the security deposit and/or performance guarantee. However, in case the tenderer is disqualified during technical evaluation, the Earnest Money Deposit will be refunded within 15 (fifteen) days of technical disqualification of the tenderer. No interest whatsoever, shall be payable no Earnest Money Deposit, in any case.

### 2. Security Deposit:

- a. Successful Tenderer shall furnish within 7 (seven) days of acceptance of his tender, a security deposit of Rs. 50,000/- in form of a Demand Draft issued by a Scheduled bank in favour of Director-in-charge, NIELIT Ajmer for due, proper and complete discharge of all their obligations under the contract. The security deposit shall not earn any interest.
- b. In the event of the tenderer's failure, after the communication of acceptance of the tender by NIELIT, Ajmer to deposit Security deposit within 7 (seven) days of acceptance of his bid, the same shall be summarily rejected besides forfeiture of the EMD and the Institute shall proceed for appointment of another agency/individual.
- c. The security deposit will be refunded to the agency/individual on due satisfactory performance of the services and on completion of all obligations by the

tenderer/supplier.

d. Any loss or damage arising out of and incurred by the Institution by the conduct of the agency will be recovered from the agency/individual and will be adjusted from the security deposit.

#### 3. Cancellation of work:

The Director-in-charge, NIELIT Ajmer Centre reserves the right to cancel the contract/work order at any point of time without assigning any reason thereof.

#### 10. Non transferable:

The tender document is not transferable.

11. No obligation to accept lowest bid.

The Institution is not bound to accept the lowest bid and reserves the right to accept or reject all or any tender in full or in part without assigning any reason thereof.

12. Rejection of Incomplete and conditional tenders.

Incomplete and conditional tenders shall be summarily rejected.

13. Tenders received after last date.

Tenders received after last date will be rejected.

14. Validity

Tender shall be valid for a period of six months from the date of opening of tender.

# 15. Force Majeure

If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereinafter referred to as event), provided notice of happenings of any such event is given by the firm to NIELIT Ajmer Centre within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of NIELIT Ajmer Centre as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive