

**Tender Notice No.**  
**NIDJ/2020-21/ Cafeteria /1848**



राष्ट्रीय डिज़ाइन संस्थान, असम  
National Institute of Design, Assam

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**TENDER DOCUMENT FOR CAFETERIA AT NATIONAL  
INSTITUTE OF DESIGN, ASSAM**

**TENDER NO. NIDJ/2020-21/Cafeteria/1848 dated 11<sup>th</sup> March, 2021**

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**TENDER FOR CAFETERIA AT NATIONAL INSITIUTE OF DESIGN, ASSAM CAMPUS  
AT TOCKLAI, RAJABARI, JORHAT-785014**

**NOTICE NO. NIDJ/2020-21/Cafeteria/1848 dated 11.03.2021**

Name of the tenderer : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone No : \_\_\_\_\_

Last date for submission : **22 March, 2021 / 1300 Hours**

Date of opening : **22 March, 2021**

Time of opening : **1500 Hours**

## TWO-BID TENDER

### Invitation to Tender and Tender Conditions

#### 1. INTRODUCTION:

National Institute of Design, Assam is an Institution of National Importance established under the *Department for Promotion of Industry and Internal Trade (DPIIT)*, Ministry of Commerce & Industry, Govt. of India, with its mandate to provide world class design education.

NID, Assam proposes to outsource the Cafeteria Services to a professional agency having competence in this field.

#### 2. INVITATION OF TENDER:

NID, Assam invites tenders in **Two Bid format** for providing Cafeteria services on Contract basis as per the details mentioned in this tender document.

**2.1.1. Part-I (Techno-commercial bid):** This part should contain all the required details and information except for the price quote and should be furnished in accordance with the format provided in this tender document.

**2.1.2. Part-II (Price bid):** This part should contain only the prices and should be furnished in accordance with the format provided in this tender document.

**2.1.3.** If tenderer includes prices of any nature in Part-I (Techno-commercial) of the tender, such offers are liable for rejection without any notice to the tenderer. The **techno-commercial and price bids** should be sealed in separate and marked envelopes, before putting in a larger envelope.

#### **Critical Dates of Tender:**

Sl. No.	Particulars	Date
1	Date of Publication	12 March, 2021
2	Pre- Bid Meeting	16 March, 2021
3	Closing date and time	22 March, 2021 / 1300 hrs
4	Opening of Technical Bid	22 March, 2021 / 1500 hrs
5	Opening of Financial Bid	24 March, 2021 / 1100 hrs

#### 3. ELIGIBLE BIDDERS:

3.1 This Invitation of Bids is open to all bidders who meet the **Eligibility criteria** of the tender documents.

**It may please be noted that any clarification required in this tender either technical or otherwise shall be clarified before submission of bid. Bidder shall not have any right to revise their price bid after the due date & time of submission of bids.**

3.2 Bids shall be complete in all respects and shall include properly filled in prices and other details as necessary.

### **Opening of Tenders**

- 3.3 Unless otherwise rescheduled with advance intimation to the tenderers, tender will be opened in two stages on the date and time indicated in the tender papers.
- 3.4 The tenderers whose Techno-commercial part (Part-I) are found suitable/acceptable to NID, Assam, will be given advance intimation to enable such tenderers to depute their representative to participate in the opening of the Part-II (Price Bid) of the tender. The technically unqualified tenderers will neither be given any intimation about the date and time of opening of Part-II (Price Bid) of the tender nor will they be permitted to participate in the opening of the same.

### **Technical bid:**

#### **Technical bid cover should contain the following: -**

- PAN Number.
- Proof of business carried out by the agency during the last financial year.
- The agency should furnish details regarding nature of their agency, name and address of partners/proprietors and also their sister concerns, if any.
- A list of the clients of the agency.
- Attested copies of all details of registration such as company/agency/Restaurant/ Catering etc.
- PAN, GST registration number.
- Valid FSSAI Registration Certificate

### **Financial Bid Cover:**

The Financial Bid shall be submitted in a separate sealed cover superscribed as Financial Bid.

### **Procedure for Tender Submission:**

Sealed envelopes to be placed in a single cover (sealed) and superscribed as "**Notice Inviting Tender for providing Cafeteria Services at NID, Assam campus**". The sealed envelope should be dropped in the tender box on or before the due date and time. Those who send the tender document by post have to ensure that the documents reach before the prescribed time and date. The Institute will not take any responsibility under any circumstances for courier/postal delays.

## **4. AUTHORITY LETTER**

- 4.1. The tenderers who wish to participate in the opening of the tenders may depute their representatives to NID, Assam on the respective date and time as indicated in the tender notice with an authority letter addressed to the Chief Administrative Officer, NID, Assam, which should be produced to the officers who are opening the tenders, on demand to prove the identity of the representative who participates in the opening of the tender.
- 4.2. The tenderers' representative, who reaches the venue of the tender opening late, i.e., after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only **one** representative of each tenderer will be permitted to participate in the tender opening.

**5. TECHNICAL CLARIFICATIONS:**

After opening of Part-I (Techno-commercial) of the tender, if it becomes necessary for NID, Assam to seek clarifications from the tenderers, the same will be sought for from the tenderers.

**6. TERMS AND CONDITIONS-**

**A. General Conditions:**

- i. The space for cafeteria will be allotted on “as is where is” condition with electrical power points, water and drainage pipeline connection.
- ii. The agency shall have minimum One year experience in providing such cafeteria Services/food venture/restaurant /Canteen services etc.in and around Jorhat city.
- iii. NID, Assam will offer space measuring approx. 1345 sq. ft. The cafeteria service will be provided at least from 0700 Hrs to 1900 Hrs on all seven days a week.
- iv. NID, Assam will not bear any expenditure for the setting up of stall/ infrastructure.
- v. Door delivery service facility in the administrative and academic building should be provided without any additional cost.
- vi. **Period of Contract:** - The contract will be initially for a period of One year from the date of issue of the order, which may be extended for another year on mutual consent, based on satisfactory performance. There will be an initial trial period of three months during which the agency may be terminated without assigning any prior notice, if the performance is not found to be satisfactory.
- vii. Technical Bid will be scrutinized by the evaluation committee constituted by the competent authority of NID, Assam to check all relevant documents for their authenticity and technical evaluation.
- viii. A formal contract/agreement shall be entered into with the successful agency. In this contract, the successful agency shall be defined as agency.
- ix. The successful agency will have to commence the work within 15 days of acceptance of Work Order. Each page of the tender documents and papers submitted along with, should be numbered, signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the NID, Assam.
- x. The Director, NID, Assam reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute. The Director, NID, Assam reserves the right to reject tender in whole, or in part, without assigning any reasons thereof.
- xi. Intending agencies are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders. An agency shall be deemed to have full knowledge of the site whether they inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by an agency implies that it has read this notice and all other contract documents and has made itself aware of the scope and specifications of the work to be done.
- xii. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the agency, shall be summarily rejected.
- xiii. The agency shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to NID, Assam and shall indemnify NID, Assam against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which NID, Assam may be a party or involved as a result of the agency’s failure to comply with.

- xiv. The successful agency will be required to enter into an Agreement/ Contract with NID, Assam.
- xv. The agency shall display the list of items & rates in the Cafeteria premises. The cafeteria and surrounding area should be kept neat & clean and free of unhygienic conditions.
- xvi. The responsibility of maintaining the cleanliness and hygienic condition of the Cafeteria / food court will be of the agency, at his own cost. In case of violation of this condition, the Institute may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
- xvii. The staff (not below the age of 18 years) employed by the agency shall have to be medically fit, neat and clean. The agency shall not employ children as prohibited under the law/rules/regulations.
- xviii. The agency will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment.
- xix. The agency shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures are found then the same will be recovered from the agency. The agency shall take adequate fire precautions.
- xx. The agency shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the agency or his workers, employees or agents the same shall be rectified by the agency at his own cost either by rectifying the damage or by paying the compensation as may be determined by the Institute.
- xxi. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the staff employed by the agency. No additions or alterations to the premises will be made without permission of the institute. No bathing and washing of clothes, etc. will be allowed in the cafeteria premises.
- xxii. The agency and his employees would be governed by the discipline rules as may be laid down by the Institute while they are inside the NID, Assam Campus.
- xxiii. The Institute will provide basic infrastructure, electricity, and water for cooking & dish washing purposes. The utility charges for these services such as electricity, water etc. will be charged @ ₹ 1,000/- per month in the name of Licence Fee.
- xxiv. The institute may consider 50% rent exemption during the vacation period of students every year.
- xxv. The institute may revise the rent after one year on mutually agreed terms.
- xxvi. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
- xxvii. The conduct/characters/antecedents and proper bonafide of the workers in the cafeteria shall be the sole responsibility of the agency. However, the agency should provide the necessary details of all its employees to the Institute. If at any stage during the currency of contract, in any case involving moral turpitude, the CONTRACTOR or their employees is/are convicted, then NID, Assam reserves the exclusive and special right to terminate the Contract and in such event the CONTRACTOR shall not be entitled to any compensation from NID, Assam.
- xxviii. The agency will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking. Considering safety, the gas cylinder are to kept in gas chamber only.
- xxix. Employees will be in proper uniform provided by the agency, medically fit, hygienically suitable, nails trimmed, haircut and shave taken.

**6. HOLIDAYS:**

If the date specified for opening of the tenders is declared as holiday by the competent authority due to any reasons, then the date for opening of tenders will get postponed automatically to the next working day.

**7. VALIDITY OF OFFERS:**

Offers shall be kept valid for acceptance for a period of 120 days from the date of opening of Techno-Commercial bid. Offers with shorter validity period will be liable for rejection.

**8. PAST PERFORMANCE:**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by NID, Assam.

**9. EXECUTION OF AGREEMENT:**

The tenderer(s) whose tender(s) is/are accepted shall be required to be present at the office of the Chief Administrative Officer of the Institute in person or if a firm or company, by their authorized representative to execute an agreement on non-judicial stamp paper of ₹ 100/- for satisfactory completion of the job incorporating the conditions mentioned in the tender document and conditions if any subsequently agreed/modified, within 15 days from date of issue of work order.

**10. TERMINATION OF CONTRACT:**

The contract shall stand terminated on account of:

- (a) Unsatisfactory performance during the three month's trial period or extended trial period.
- (b) On expiry of the contract period, if not extended further.
- (c) In case of unsatisfactory performance or for any other reason, the contract can be terminated at any time during the tenure of the contract at the sole discretion of NID, Assam by giving one month's notice to the contractor.
- (d) The contract shall stand terminated in the event of filing any legal petition against NID, Assam by the CONTRACTOR or any of his employees with regards to labour laws/rules or in case of any agitation/strike initiated by the CONTRACTOR's employees.
- (e) In case, the CONTRACTOR wants to discontinue the contract, he will have to give 3 (three) months advance notice to NID, Assam in writing narrating the reason.
- (f) If the CONTRACTOR suspends the services without any notice to NID, Assam, the whole amount of security deposit shall be forfeited in addition to the loss incurred in making alternate arrangements during the shortfall in the notice period.

**11. SECURITY DEPOSIT:**

The successful contractor shall deposit with NID, Assam a sum of ₹ 50,000/- as security deposit within 10 days from the date of issue of letter of intent in the form of **demand draft/bank guarantee from any one of the nationalized/scheduled banks** issued in favour of "National Institute of Design, Assam" Payable at Jorhat.

12. Upon the successful completion of the contract period, the Security Deposit shall be refunded and no interest shall be paid thereon. The security deposit shall be refunded to the contractor after 3 months from the date of expiry of the contract and adjusting any dues to be recovered from the contractor.

**13. PAYMENT:**

The contractor will charge for the food directly from the students/staff as per the price list approved by the Institute and no bill should be raised to the Institute for payment.

**14. WAIVER:**

No failure or delay by NID, Assam in enforcing any right to remedy of NID, Assam in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by NID, Assam and notwithstanding such failure or delay, NID, Assam shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**15. LAW GOVERNING THE CONTRACT:**

This Contract shall be governed by the laws of Govt. of India from time to time.

**16. ARBITRATION:**

In the event of any dispute or differences arising out of in connection with any of the terms and conditions of the Contract, the matter shall be referred to the Director, NID, Assam for settlement. In case the parties to the contract are not in a position to settle the dispute mutually, the matter shall be referred to a Sole Arbitrator to be appointed in accordance with the Arbitration & Reconciliation Act, 1996 & Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time.

**17. JURISDICTION:**

The Courts at Jorhat shall only, subject to Arbitration Clause, have jurisdiction to deal with and decide any matter out of this Contract.

**18. RATE:**

The rates may be furnished in the **Price Bid (Annexure D)** and shall remain fixed for the contract period of one year.



**ANNEXURE A**

(To be kept duly signed in Technical Bid)

**Check List**

Sl. No.	Particulars	YES/NO
1	Registration of firm / agency / Proprietorship / Ownership for running cafeteria/ canteen/ mess	
2	Proof of Registration of GST	
4	Proof of PAN card	
5	Proof of FSSAI license	
6	Proof of work experience for last one year	
7	Proof of Satisfactory Certificate issued by the present and past clients along with details such as Name, Address and contact number	
8	An undertaking by the proprietor/financial director of the company/firm/agency indicating that no criminal case/legal proceeding or industrial dispute is pending or contemplated against the company/firm/agency	

**Note: 1. All the documents should be attached with bid document are authentic as per sequencementioned in the above check list.**

Signature of Bidder with Seal

**ANNEXURE B**  
(To be kept duly signed in Technical Bid)

**Bidder's Detail**

I.	Name of the company /proprietor/ partnership firm registered for this purpose under any Law/Act of India	
II.	Address (office)	
III	Telephone no:	
	Email ID	
	Emergency No.	
IV	Name of the Contact person Contact No.	
V	PF Code No.	
	GST Registration No.	
	ESI Code No./	
	PAN/TAN Registration Certificate	
VII	Details of valid ISO 9001 certification	
VIII	Any other information by the bidder	

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

**ANNEXURE C**

(To be kept duly signed in Technical Bid)

**LIST OF PRESENT/PAST CLIENTS**

(Tenders not accompanied by this information & documents in support of the same may be summarily rejected)

Sl. No.	Party's Name & Address	Name of contact persons & phone no.	Period of contract	Contract value per month	Reason for termination/ discontinuation if any

**DECLARATION**

1. The above facts are true to the best of my knowledge and I shall be held fully responsible for any wrong statement.
2. The information provided in the annexure is factually correct
3. I have read the Tender and understood the terms and conditions.
4. I agree to abide the terms and conditions of the contract.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_

**Price Bid**  
**ANNEXURE D**

(To be kept duly signed in Commercial Bid)

Sl. No.	Items	Quantity	Price(Rs.)	Total
1	Tea	150 ml		
2	Standard Coffee	150 ml		
3	Burger (Veg/Non-veg)	200 gms		
4	Sandwich (Veg/Non-veg)	25 gms		
5	Hot dog (Veg/Non-veg)	200 gms		
6	Samosa	25 gms		
7	French fries (100 gm)			
8	Dahi Vada			
9	Onion Pakoda			
10	Cutlet (Veg/Non-veg)	100 gms		
11	Veg Roll			
12	Paneer Roll			
13	Egg Roll			
14	Chicken Roll			
15	Veg Chowmein			
16	Chicken Chowmein			
17	Sweet lime juice	150 ml		
18	Fresh lime juice	150 ml		
19	Apple juice	150 ml		
20	Pomegranate juice	150 ml		
21	Pineapple juice	150 ml		
22	Orange juice (Seasonal)	150 ml		
23	Grape juice	150 ml		
24	Watermelon juice (Seasonal)	150 ml		
25	Lassi	150 ml		
26	Ice Cream*			
27	Soft Drinks*			
28	Water Bottles*			
29	Pastries/plum/cup Cake	100 gms		
30	Black forest/vanilla/chocolate/pineapple Cake	500 gms		
<b>Discount offered on items inpercentage (%)</b>				

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory with seal of the company: \_\_\_\_\_