Tender No: 84/NITS/SWA/Student Mess Tender/2021-22/Vol-2/24 Date: 09/05/2024

# **NOTICE INTVITING TENDER**

#### For "HOSTEL MESS/CATERING SERVICES"

Open Tenders are invited from firm/companies/agency for running Mess in the Hostels of National Institute of Technology, Sikkim. The tender document along with terms & conditions is attached. The tender, complete in all respect must reach the Institute or must be dropped in the tender box placed at Institute's Administrative office on or **before 30.05.2024 latest by 05:00 PM**. Incomplete tender in any respect or conditional tender shall be summarily rejected. The Mess Tender Committee, NIT Sikkim reserves the right to reject any and/or all the tenders without assigning any reason thereof. For details terms, conditions and bidding documents please visit **www.nitsikkim.ac.in.** 

#### SCHEDULE OF TENDER

S. No.	Details	Date	Time
1	Notification of Tender	09.05.2024	
2	Pre-Bid Conference	27.05.2024	11:30 AM
3	Last date of submission of tender	30.05.2024	5:00 PM
4	Opening of tender (Technically Bid)	31.05.2024 (Tentative)	11:30 AM
5	Opening of tender (Price Bid)	Will be informed to technic	cally qualified bidders in
3		advance through email	

#### SCHEDULE OF FEE, EMD AND PERFORMANCE SECURITY

Sl. No.	Details	In the form of	Drawn in favour of	Amount (Rs.)
1	Tender Processing Fees	The EMD may be deposited through Demand Draft/ Online The Chief Warden NIT		Nil
2	Earnest Money Deposit (EMD)	Chief Warden NIT Sikkim Account (To be enclosed in Technical Bid)	Sikkim Account type: Current A/c No: 31337552052 IFSC: SBIN0007218 Bank: State Bank of India Branch: Ravangla	4,00,000/-
3	Performance Security Deposit	Demand Draft, Bank Guarantee, FDR or NEFT/RTGS in favour of The Chief Warden NIT Sikkim Account etc. (To produce only after award of contract)		6,00,000/-

Sd/-**Dean Student Welfare** 

# Tender Documents for Hostel Mess/Catering Service of NIT Sikkim [I] GENERAL DEFINITIONS

- 1) 'NIT Sikkim' or 'Institution' or 'Institute' means the National Institute of Technology Sikkim.
- 2) 'Dean Student Welfare' means Dean related to student welfare of NIT Sikkim.
- 3) 'Chief Warden' means the Chief Warden of NIT Sikkim or his authorized representative.
- 4) 'Students' Mess' means hostel mess facility for serving food to the students of NIT Sikkim.
- 5) 'Bidder' means participating bidder in tender.
- 6) 'Contractor'(s) means successful bidder awarded the contract for running mess under the supervision of Mess Tender Committee constituted for this purpose.
- 7) 'Student's Mess Committee' means the committee of students constituted under the supervision of Chief Warden/ Wardens for monitoring and controlling the mess / food.

## [II] SCOPE OF WORK

1) To prepare food and serve during breakfast, lunch and dinner to Students, Guests, and visitors of NIT Sikkim as per menu (Annexure I) in adequate quantity suggested by Student's Mess Committee. The tentative number of students availing mess facility and location for mess establishment areas are as follows:

Tentative Location of Mess	No. of Students
A: Off Campus Hostels at Kewzing Road	160 approx.
B: In Campus Hostel (Boys) at NIT Campus (I)	370 approx.
C: In Campus Hostel (Girls) at NIT Campus	150 approx.

The numbers of students may vary depending on new admission and student availing mess facility.

- 2) Arrangement of all necessary Skilled/Semi-Skilled/Un-Skilled manpower (such as Cook, Kitchen staff, cleaning staff, etc.)
- 3) Arrangement of all kinds of raw materials (such as food grains, rice, atta, pulses, spices, fresh green vegetables, fish, meat/chicken, egg, seasonal fruits, milk, milk products, sweets, beverages, etc.).
- 4) Following have to be maintained and will be verified and inspected from time to time by the Student's Mess Committee:
  - a) The materials to be used for preparation of breakfast, lunch, dinner etc. should be fresh, of standard quality and approved brands as acceptable to the Student's Mess Committee and Chief Warden / Wardens of the Institute. The contractor

shall procure wholesome food articles of good quality. The quality& brand to be used for some of the items is specified below:

Atta (Flour)	Aashirwad, Annapurna, Shakti Bhog, Amrit Bhog, Patanjali,
	Fortune or equivalent available in market with the approval of
	the Student's Mess Committee.
Mustard Oil	Dhara, Sundrop, Fortune, Saffola, Mahatma, Paramatma
Ghee	Patanjali Cow Desi Ghee, Amul, Sikkim Milk, Local diary
Rice	Ashirwad, India Gate, Ashiyana, Rajdhani, KRT or equivalent
	with the approval of the Student's Mess Committee.
Spices	Everest, Catch, Sunrise, Tata Sampann, Zoff
Tomato	Maggi, Kissan, Heinz
Sauce	
Pickle	Mother's Recipe, Nilon's, Sikkim Supreme, Tops
Salt	Tata, Annapurna, Ashirwad
Milk	Sikkim Milk, Amul, Local cow milk from diary (Toned)
Butter	Amul, Nutrilite
Jam	Maggi, Kissan, Heinz / Tops
Namkeen	Haldiram, Kurkure, Bikaner, Parle
Biscuits	Parle, Britannia, Marie, Tripti
Bread	Tripti, Britania or equivalent brand available in the market with
	the approval of the Student's Mess Committee.
Tea	Tata gold, Taj Mahal, Brooke Bond, Bagh-Bakri, Red label

- b) Cooking oil once used should not be re-used for other cooking purposes.
- c) Rice must be free and fine from dust or rubbish, stone pieces, etc. (boiled/raw) (medium/fine/ super fine) sample to be given.
- d) Vegetables can be changed, to suit the availability of seasonal vegetables as decided by the Student's Mess Committee in each month.
- e) The mess contractor is responsible for smooth functioning of the mess and needs to maintain the hygiene, discipline, cleanness of its surrounding, quality of food, etc. Cleaning facilities will not be provided by the Institute. All service must be provided as per the instructions of Student's Mess Committee. Student's Mess Committee is free to inspect the stores, cooking area & process, etc. at any point of time.
- f) The food has to be prepared strictly as per the menu provided by the Student's Mess Committee. The menu can be changed, to suit the availability of seasonal vegetables and their supply in the market with the permission of the Student's Mess Committee.
- g) The workers to be employed in mess should have experience of working in large canteens, hotels and should have the knowledge and aptitude of preparing different variety food for both vegetarian / non-vegetarian. The workers must be well versed in preparing dishes of all regions of India. They will use proper uniform and gloves with cap as desired by Mess Tender committee. It is expected that Lady Staff will be involved in the mess which is availed by girl students. No male staff shall be allowed to enter inside the Girls' hostel.

- h) The kitchen, dining hall, hand wash area, dish/plates/mess utensil, wash area etc. will be washed and cleaned properly with water and soap solution on daily basis. Final wash of the plate must be with hot water and dried, then kept ready for next meal in advance. The dining area and kitchen should be moped after every meal (breakfast, lunch, snacks and dinner) and should be disinfected at least once in a day or as whenever required.
- i) The garbage collected from the kitchen, dining halls, dish wash area will be disposed off every morning/evening by the contractor, in consultation with the local civic authority, in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic. High quality of hygiene, sanitation and safety will have to be maintained at kitchen and dining halls. The disposal of waste is sole responsibility of the contractor.
- j) Mess contractor shall keep stocks of non-perishable raw materials for at least fifteen (15) days and ensure supply during monsoon or bad road conditions or political turbulence or any other unforeseen circumstances at Ravangla, South Sikkim.
- k) The Mess contractor may be permitted to display and sell permissible food and beverages items on less than or at par MRP. However, list of such items shall be approved by the Mess Tender Committee of NIT Sikkim and price will be mutually decided/ revised by in the meeting between the contractor and Mess Tender Committee. The approved list and rates shall be displayed prominently in the dining hall by the Mess Contractor.
- 1) The mess contractor has to extend catering facility (which may include refreshment/breakfast/lunch/dinner) for official dinning/events/conferences/ Festival, etc. in the Institute as per instruction of institute authorities.

### **[III] GENERAL TERMS AND CONDITIONS**

- 1) Firm Registrations: Bidder should be registered and licensed contractor eligible to provide food messing facility as per food safety standards. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this. The firm must be registered anywhere in India but preferably in Sikkim. The owners must be Indian national by origin.
- **Minimum Turn-over of the Bidder:** The bidder should have a minimum average annual turn-over of Rupees One Hundred Lakhs only (Rs. 1,00,00,000/·) in three Financial Years immediately preceding the current financial year. Audited financial statements/ CA certified turn over certificate of those years must be submitted along with the bid.
- 3) Experience: Considering location of Ravangla, it is mandatory for bidder to have an experience of minimum of two years in catering services for Hostel/ Guest House of Government / Educational Institutions/ Public Sector Undertaking / Large Private Sector Organization dealing with at least 200-400 persons. Certificate(s) of Performance must be enclosed duly indicating the period of contract, number of

- persons for whom the food is served and type of payment received. Concerned committee will verify for their satisfaction.
- **4)** Earnest Money Deposit (EMD): Tender should be submitted with an EMD of Rs.4,00,000/ (Rupees Four Lakhs only), by way of Crossed Demand Draft /NEFT /RTGS drawn in favour of "The Chief Warden, NIT Sikkim". MSME bidder shall be eligible for EMD exemption on submission of valid documents for such exemption. Bank details for NEFT is provided in page 1 of the bid documents. The Proof of payment in case of NEFT/RTGS of EMD must be enclosed with the technical bid. EMD will not carry any interest and the same will be refunded to the unsuccessful bidders after finalisation of the tender process. Only successful bidder's EMD will be retained as a part of security deposit and is refundable after termination of the contract without any interest after deducting dues if any by the Institute.
- 5) Allocation of One or More Mess Location: Currently mess are located in three places viz. Boys mess (In campus), Girls Mess (In campus) and Boys mess (off campus). To participate in the bidding process all the three location are considered as a single unit. However, if situation arises during evaluation as such that, the authority of the Institute on recommendation of the Mess Tender Committee may allocate the mess to more than one vendor. Then the mess will be bifurcated into two (02) units namely, Boys Mess (In campus) as one unit and Girls Mess (In campus) + Boys mess (off campus) as another unit. The decision of the Mess Tender Committee will be final and binding for location of mess or award of one or multiple unit for mess services to a single vendor or more than one vendor based on their capacity and past experience. The bidder has no right to force the administration or Mess Tender Committee with regards to award of contract in any matter.
- 6) Pre-bid Meeting(s): The pre-bid meetings shall be held on 27.05.2024 at 11:30 AM onwards at NIT Sikkim, Ravangla with the Student's Mess Committee and mess warden of the hostels and bidders may be asked to give presentation about their service, organization, experience. The prospecting bidders are very much welcome to visit NIT campus and students mess inside and outside before submitting bid.
- 7) Sealing and marking of Bids: The tender should be submitted under "Two Cover /bid System", the first cover/envelope is termed as "Part—A marked as "TECHNICAL BID FOR HOSTEL MESS/CATERING SERVICES FOR HOSTEL OF NIT SIKKIM, RAVANGLA" and the second cover/envelope is termed as "Part B" marked as "COMMERCIAL BID FOR HOSTEL MESS/CATERING SERVICES FOR HOSTEL OF NIT SIKKIM, RAVANGLA".

Both covers should be placed in a separate cover/envelope with superscription "TENDER FOR HOSTEL MESS/CATERING SERVICES FOR HOSTEL OF NIT SIKKIM, RAVANGLA" addressed to "The Chief Warden, NIT SIKKIM, Barfung Block, Ravangla, South Sikkim, PIN 737 139" and must be submitted before the closing date and time.

#### 8) Checklist of documents to be submitted in Part A: Technical Bids

- a) Profile of the Bidder in prescribed format and all supporting documents (ANNEXURE II).
- b) Experience Certificate as mentioned in point 3 of general terms and condition.
- c) Signed copy of one set of tender documents with seal.
- d) **EMD** of Rupees Four lakhs through Demand Draft /NEFT /RTGS drawn in favour of "The Chief Warden NIT Sikkim"
- e) Self-attested copy of Permanent Account Number (PAN) of firm/ proprietor/ Company.
- f) Self-attested Goods and Service Tax (GST) Registration Certificate.
- g) Copy of valid Firm Registration under Food and Relevant Acts, updated Labour licence, trade licence.
- h) Certified Copy of FSSAI licence issued by the appropriate government authorities.
- i) Detail number of **Employees under different category such as** cooks, kitchen staff and cleaning staff that bidder intends to provide on service **(Annexure III).**
- j) Undertaking from the bidder that s/he has read and understood all the points of the tender document and will abide by the terms and conditions specified in this tender document (ANNEXURE IV and ANNEXURE V).
- k) The bidder has to submit Indemnity Bond (Annexure VI) in his/ Farm's Letterhead.
- 1) Audited financial statements/ CA certificate of last three years.
- m) Acceptance of Food Menu as per **Annexure I**.

#### 9) Checklist of documents to be submitted in Part B: Price Bids

- a) Rate of meal per student on per day basis including Breakfast + Lunch + Snacks
   + Dinner in prescribed format ANNEXURE-VII.
- 10) Quoted Price: Quoted price for meal in price bid should be inclusive of all charges. The GST should be quoted separately in percentage (%).
- 11) Tenders submitted after closing date will not be considered.
- 12) Failure in submitting in two bid formats will lead to tender being rejected.
- 13) The rate of menu once finalized after negotiation with Student's Mess Committee will remain valid and fixed for entire period of contract.
- **14) Termination of contract**: The Institute reserves the right to terminate the contract on one months' notice, if the performance is not satisfactory. In case of repeated complaints received regarding quality, quantity and non-supply of the agreed items with the Mess Tender Committee, contract will be terminated without any kind of compensation.

- 15) The Institute in consultation with the Mess Tender Committee reserve the right to extend the contract beyond one year based on performance of the mess contractor and mutual agreement. However, if mess contractor is willing to discontinue the contract during semester, she/he has to give three months' notice otherwise extra cost incurred in providing mess facility to students shall be recovered from the contractor.
- **16) Non-transferability of Contract**: Sub-letting /Sub contracting the work is not permissible under any circumstances.
- **17) Signing of Contract**: Successful bidder shall execute contract with Mess Tender Committee of NIT Sikkim in the prescribed format. The Institute has only supervisory role.
- 18) Licenses: The Mess Contractor shall obtain all updated necessary licenses (if any) to operate the mess at NIT Sikkim from concerned authority's / Govt. agencies and has to submit a duly certified copy of such documents to the NIT Sikkim. Mess contractor may have to produce original documents if required for verification. GST registration for the state of Sikkim shall compulsorily required for the successful mess contractor.
- 19) The contractor/ authorized representative shall attend all meetings of the Student's Mess Committee as well as of the Mess Tender Committee, failing which a penalty may be imposed.
- **20)** If the Mess Contractor does not adhere to the above terms and conditions, the Mess Tender Committee on receiving valid complaint from Student's Mess Committee, has the right to impose penalty or cancel the contract with one month notice and his security deposit will be forfeited.

# **[IV] EVALUATION CRITERIA**

- 1) The Technical bid will be evaluated first on pre-schedule date and time. Any change/corrigendum/addendum to this tender, shall be notified through Institute website. Bidders will be short-listed based on the information provided in Part-A as decided by the mess committee constituted for this purpose.
- 2) The price bid of ONLY technically qualified bidder will be opened in presence of committee constituted for this purpose. The mess committee may invite the L1 bidder for price negotiation with Student's Mess Committee before finalising the award of contract as per CVC guidelines. The decision of the Mess Tender Committee will be final and binding on all bidders in all cases. Any query in this regard will not be entertained.
- 3) Non-acceptance of any conditional tender: Any conditional terms or tender proposed by the bidder shall not be acceptable to the Institute and bid may be rejected at any level of evaluation process.
- 4) The Tender bids must be neatly written in legible form. Incomplete tender bids will be summarily rejected.

- 5) All documents mentioned at point no. 8 & 9 (checklist of documents to be submit in Part A & Part B) are mandatory to qualify in the evaluation process.
- 6) Since mess facility, availed by the student are from different part of India, the quality of service, experience of running student mess will be the deciding factor in short-listing the eligible bidders for financial evaluation.
- 7) One or more locations for mess can be clubbed based on numbers of head counts of students subscribing mess facilities. The decision of the Mess Tender Committee will be final.
- 8) Mess facility is availed by the students and any kind of decision or discrepancy in functioning of the mess will be governed by the Student's Mess Committee under the supervision of the Chief Warden & Wardens constituted from time to time by the Institute.
- 9) The technically qualified bidders are requested to be present physically before the mess committee and have to make presentation/discussion with regards to mess facilities which will be provided to students. Failing which the work order will not be issued to the bidder, if selected.
- 10) The decision of the Student's Mess Committee with regard to the meal, menu, food quality, quantity, location of mess and rates of items will be final and binding to the mess contractor.

#### [V] TERMS AND CONDITIONS AS PART OF AGREEMENT

1) **Disputes**: All disputes related to catering services will be resolved through mutual dialogues. In case of non-settlement, matters may be referred to a sole-arbitrator appointed by the Institute. Non-resolution shall be under the jurisdiction of Sikkim Courts only.

#### 2) Detail of employed Workers:

- a) No child labour should be engaged as per directives of the Government of India. The Mess Contractor shall also ensure that the norms prescribed by the State and Central Human Rights Commissions, Minimum Wages Act, Provisions of Industrial Dispute Act or any such legislations (both State and Central Govt.), to the extent applicable, are fully observed. Any violation or non-compliance shall be viewed very seriously resulting in penal action as well as termination of the contract depending on the seriousness of the violation. The Mess Contractor hereby undertakes to keep the NIT Sikkim and its staff harmless and indemnified against any such claim or demand by his / her workers / Govt. / local bodies under any industrial law for the time being in force, or as may be amended from time to time. An indemnity bond in appropriate stamp paper is to be executed in favour of NIT Sikkim as per the Annexure-VII. The NIT Sikkim will not have any role in the case of disputes arising between the Mess Contractor and its workers.
- b) It shall be unambiguously understood that the workers of the Mess Contractor are not employees of the NIT Sikkim and shall not have any claim whatsoever

- on the NIT Sikkim and shall not act detrimental to the interest of the NIT Sikkim. The NIT Sikkim shall not be liable for any payment to staff of the Mess Contractor on any account such as salary, ESI, PF, MWA, etc. The workers shall have to follow the security regulations as directed by time to time. Workers shall not form any union or carry out trade union activities in the Campus. If it is observed, then necessary action will be taken against the contractor.
- c) The contractor shall issue ID Cards to the staff verified and certified by the NIT Sikkim authority. The Mess Contractor shall provide a list of such staff along with their local and permanent addresses to the NIT Sikkim. The Mess Contractor shall ensure that staff engaged by her/him attire themselves, while on duty, in clean proper uniforms and maintain all the times the decency norms so as to behave with students in a civil, sober, polite and honest manner. The contractor should preferably get his / her workers' character verified. Any worker found misbehaving with the students / staff of the NIT Sikkim should immediately be replaced by the Mess Contractor. Any worker of the Mess Contractor if found involved in theft or any other unlawful activities shall be prosecuted according to the law of the land. No worker of the Mess Contractor in inebriated condition shall be allowed in the campus.
- d) The Contractor shall be solely responsible either for any injury, damage, accident to the workmen employed by the agency or for any loss or damage to the equipment / property in the areas of work as a result of negligence / carelessness of its workers and will have to compensate. All employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his cost. Medically unfit mess staff is not allowed to work at Mess
- e) The mess contractor shall ensure that all employees engaged by him are free from communicable /infectious disease and have completed DOUBLE VACCINATION against COVID-19.
- f) The mess contractor must submit the monthly bill to Student's Mess Committee within 5 days of the succeeding month. The Student's Mess Committee will verify the bill and recommend the appropriate amount for payment within 5 days after receiving the bill from the Mess Contractor.
- 3) Tenure of the contract: The Contract will be initially for a period of one-year subject to review every six month. The expected date of start is from July/August, 2024. The successful bidder (s) must be ready to provide services immediately after award of contract and from the date notified by the Institute. Further, the contract may be extended based on the performance and on recommendation of the Student's Mess Committee for a maximum period of 3 years from the date of initial award of contract. The duration of each extension shall be decided mutually by the contractor and Mess Tender Committee.
- 4) The successful bidder (s) have to provide acceptance of offer and deposit security amount within seven days from the award and undertake to start provision of service from the date as intimated by NIT Sikkim, failing which, the Institute may

- offer the contract to the other qualified bidder and EMD of the defaulting bidder will also be forfeited. If the Contractor fails to carry out the service as per the terms and conditions agreed upon, he is liable for forfeiture of Security Deposit, in addition he may also be liable for penalty and or termination of the contract.
- **Payment Terms**: The payment will be made monthly on satisfactory completion of mess services. The bill should be submitted on or before 5<sup>th</sup> of succeeding month and payment will be made within 15 working days from the certification of the bill by the student's mess committee and forwarded by wardens, Accounts office and chief warden. The contractor has to indicate Bank details for arranging payment. Advance payment will not be made under any circumstances. In case meals/services are found deficient in quantity and quality, the payment may be withheld for penalty. TDS shall be deducted as per applicable laws.

#### 6) Rebates:

- a) The Mess Contractor will have to give full 100% rebate on daily mess charge per students per day during all types of officially declared long holidays of 5 days or more or any term breaks (Summer or Winter) irrespective of number of days to the leave availing students only.
- b) The rebate shall also be applicable for the following reasons: Due to sick leave for leave duration more than 3 days/ Due to suspension from the Institute/Due to internship /Due to participation of any academic or extra-circular activities approved by the institute.
- c) 25% of daily meal charges shall be applicable when the students are permitted to go out on during the period (if any) of closure of the Institute due to natural calamities, personal reasons or otherwise etc.
- d) **Approximate Number of days in a Session**: On an average, the one academic session the institute remains open for approximately for 210 240 days in a year. The session may vary ±10% depending on academic calendar and other unavoidable circumstances. Payments will be made only on the basis of the actual days the students avail mess facility. No other payments will be made during semester breaks.
- omissions of any person deployed by the mess contractor. There shall not be any loss or damage caused to the Institute on account of any negligence, carelessness, acts of omission s/ commissions of contractors, his employees or staff and the same shall be made good by the contractor. It shall be made very clear that the employees/staff engaged by the contractor shall not be treated or considered as employees of the National Institute of Technology Sikkim under any circumstances. The contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, law suits, penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of their statutory provisions or requirements. The Institute shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of his work and the Institute shall be completely indemnified accordingly.

- 8) Security Deposit: The contractor has to deposit a Security Deposit of Rs. 6,00,000/- (Rupees Six Lakhs Only) by drawing a demand draft from any Nationalized Bank in favour of "The Chief Warden National Institute of Technology Sikkim" or FDR or Bank Guarantee within Seven (07) working days of award of contract. If the contractor fails to carry out the entrusted Job Contract Services and related miscellaneous works within the stipulated time and as per the Scope of work and Job Specification. National Institute of Technology Sikkim reserves the right to impose penalty as specified in the Penalty Clause and has the right of get the work done through someone else. On completion of Job Contract Service entrusted to the contractor satisfactorily. If the work is not satisfactory, he is liable for forfeiture of the Security Deposit amount deposited. The security deposit furnished by the contractor will not carry any interest and will be refunded after deducting the damages (if any) and other liabilities.
- **9) Working Hours**: The normal working hours of the mess will be from 6.00 a.m. to 10.30 p.m. However, the Institute calls for special services beyond these hours on special occasions, without any additional payments. Rules & regulation of labour commission has to be maintained by the contractor.
- **10) Terms of the contract**: It is emphasized that the contract is purely a service contract intended for carrying out all the works entrusted and at no stage this should be interpreted as a LABOUR CONTRACT.

### [VI] FACILITIES TO BE PROVIDED BY NIT SIKKIM

- 1) Space: The NIT Sikkim shall provide to the Mess Contractor a suitable space (for Kitchen as well as dining area) in the campus with basic infrastructure like electricity and water connection for running the mess.
  - However, the Mess Contractor shall not use the premises of the NIT Sikkim for selling goods to the local residents/outsiders. The Mess Contractor will also not use the premises nor the staff engaged at the NIT Sikkim for preparing food for outside catering service. The Mess Contractor shall not organize any get-together, parties, function, etc. involving external guests or even students nor let out the premises to any one for holding such activities without the written permission of the NIT Sikkim.
- 2) Electricity & Water: Water will be provided free of charge for the entire period of this contract by the NIT Sikkim for serving food and allied activities only. However, consumption of electricity, if any, in the kitchen will be charged as per rate. The Institute will not provide any power backup arrangement for the cooking during power failures.
- 3) The Mess Contractor shall not use the electricity and water for any other purpose.
- **Tables, Chairs etc.**: The NIT Sikkim shall provide dining tables, chairs, miscellaneous utensils for cooking and serving food may be provided if available. The Mess Contractor shall keep an inventory of such articles which can be inspected and verified from time to time. The tea spoons, table spoons, forks, knifes, stainless

steel, tumbler glass, bowl should be counted once in a month and the contractor will be responsible for the loss of any items and make good the loss if it is found shortage. Mess contractor will be responsible for arrangement of related accessories if it is not available from NIT Sikkim.

5) Equipments: NIT Sikkim may provide an inventory of equipments for use by the mess contractor subject to availability. However, the Institute may impose user charges for the said equipments and it will be the responsibility of the mess contractor to keep the equipment's in proper condition and bear the maintenance cost.

Any damage to the equipment's shall be either repaired by the contractor or the cost may be recovered from mess contractor. The items provided by the NIT Sikkim are subject to verification from time to time by the Mess Tender Committee. The losses / breakages will be made up either by calculating the cost on fair wear and tear basis or replacing the same by the contractor. The Mess Contractor shall be liable in case of theft of any equipment(s).

The prospecting bidders may visit the NIT students mess before submitting bids for inspection of available equipment's.

6) The institute will not provide any kind of accommodation facility for mess workers.

### [VII] RESTRICTION AND PENALTY CLAUSE

- 1) **Banned items**: Cigarette, alcohol, gutkha and any items injurious to health are strictly banned for use and sell in the premises / hostel mess. Consumption of the mentioned items by workers of the Mess Contractor is also prohibited in the mess as well in the whole campus. If the Mess Contractor or any of his / her workers found consuming or providing such items to the students, the NIT Sikkim reserves the right to issue show cause notice / terminate the contract/suitable fine/ action as per law/ lodge of FIR as desired by the NIT Sikkim administration.
- 2) Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.
- 3) Penalty will be imposed ranging between Rs. 2000 to Rs. 10,000 per day on lapses made by the mess contactor (such as quality of food, brand of raw material, Appearance/behaviour of mess staff, etc.) as per the recommendation of the Student's Mess Committee. In case of severe lapse which has an affect which may endanger the health and security of the students of NIT Sikkim, the Institute authorities may impose the higher penalty based on the circumstances and seriousness of the matter.
- 4) The cost of execution of the work at the risk and cost as well as the penalty shall be recovered in the next bill that falls due and if the amount of recovery exceeds the bill amount, recoveries shall be made from the Security Deposit, which has to be made good within 15 days of the short fall.

5) If any food adulteration or any laxity happens on the part of the contractor / mess running operations or its workers, the NIT Sikkim shall have rights to take either or all of the following penal actions: a) force the contractor to bear expenses for treating the suffering students; b) take actions against the contractor according to the law of the land; c) terminate the contract and forfeit security deposit with immediate effect.

Sd/-Dean Student Welfare

#### <u>ANNEXURE – I</u>

# <u>SAMPLE MENU</u> Full Meal\* with Vegetarian & Non-Vegetarian Menu

Days	Breakfast	Lunch	Snacks	Dinner
Monday	Sandwich/Methi paratha + Sauce & Tea, Milk	Rice + Roti + Arhar Dal + Gravy Sabji + Aaloo Brinjal + Pickle	Tea + Biscuit	Plain Rice + Roti + Dal + Chicken Curry/ Paneer Butter Masala + Veg Pakora + Pickle
Tuesday	Aaloo Paratha Sabji/plain paratha & bhujiya + Sauce + Coffee	Plain Rice + Roti + Moong Dal + Gravy Sabji (Kabuli Chana) + Gobhi Bhujia + Pickle	Tea + Bread Chop	Plain Rice + Roti + Arhar Dal + Mixed Veg Bhaji/Munchurian + Halwa/Jalebi
Wednesday	Dal Puri/ Idli + Coconut Chutney + Sambar + Tea,Milk	Plain Rice + Roti + ArharDal + Gravi Sabji + Bhujia + Pickle	Tea + Chat/Veg Chat	Plain Rice + Roti + Dal + Egg Curry / Palak Paneer/ Mushroom + Bhaji + Pickle
Thursday Egg/Banana + Bread (3 pcs) + Tea,Milk		Plain Rice + Roti + Dal + Gobi Sabji + Seasonal Saag + Pickle	Tea + Biscuit	Pulav + Poori + Chola + Aloo sabji + Kheer/Khaza
Friday	Veg Pasta/Sattu paratha &sabji + Sauce + Coffee	Plain Rice + Roti + Masoor Dal + Jackfruit gravy + Aloo Bhaji + Pickle	Tea + Jal Muri	Plain Rice + Roti + Dal + Chicken Chilly /Paneer Chilly + Brinjal Fry + Chips
Saturday	Uttapam Samber& chutney/Wada Paw/ Paw Bhaji + Tea +	Roti + Khichidi + Aaloo Chokha + Ghobi Bhaji + Dahi + Pickle	Tea + kachori	Plain Rice + Roti + Dal + Chana Masala + Aaloo Beans/ Seasonal veg + Pickle
Sunday	Cholla Bhatura/ Masala Dosa Sambar & Chutney + Tea, Milk + Orange/Apple (1 pc)	Fried Rice + Roti + Dal Makhni + Fish Cury / Sahi Paneer + Aaloo Bhujiya + Pickle	Tea + Samosa	Plain Rice + Roti + Arhar Dal Tadka + Lauky Cofta + GulabJamun + Pickle + Chips

Biryani will be served twice in a month with Raita.

\*Sick Meal: Khichari, Dalia, Milk, Toast Bread

Quantity of Breakfast, Lunch, Dinner shall be unlimited except the following items				
Bread	Bread 6 Slices Butter		17 gm	
Jam	20 gm	Chicken	150 Gram	
Tea	200 ml	Egg	2 Piece	
Fish	150 Gram	Milk	150 ml	
Paneer	100 Gram	Pav	4 pcs	
Biscuit	5 pcs	Egg	2 pcs	
Banana	2 pcs			

Butter and Jam both will be available, however students can take only one. The quantity of Paneer and Chicken are mentioned without gravy.

\* The menu will cover South Indian, North Indian and Sikkim food. Roti should be served warm during lunch and dinner. Non-Veg Menu will include Fish, Chicken, Egg. The detailed / daily menu will be decided & provided by the Student's Mess Committee of each hostel constituted for this purpose.

\*\*For sick students, the mess contractor shall arrange to serve "Sick Meal" in the rooms. For students admitted to the Health Centre/Local Hospital, the sick diet must be delivered there. The sick diet shall be varied and defined by the Student's Mess Committee to the services provider.

The meals should be served during the following timings:

Breakfast	07.30 a.m. to 09:30 a.m. (On working days)	
	08.00 a.m. to 10:00 a.m. (Saturday, Sunday & Holidays)	
Lunch	12.00 p.m. to 2.00 p.m.	
Snacks	05:30 p.m. to 06.30 p.m.	
Dinner	08:00 p.m. to 09: 30 p.m.	

Every meal needs to be provided by the mess contractor.

The timing may be changed as and when such circumstances arise.

#### <u>ANNEXURE – II</u>

#### Put in "Part - A" of the bid

#### Tender for Hostel Mess/Catering Services for student Mess at NIT Sikkim Format for Profile of the bidder

S1	Particulars	
No.		
01.	Name of the Bidder	
02.	Address	
03.	Name of the contact person:	
	Designation:	
	Address	
	Mobile no.:	
	E-mail ID:	
04.	Month and Year of Establishment	
05.	Whether the Bidder is Proprietary/Partnership Firm /	
	Private Ltd. / Public Ltd. / Others.	
06.	Name(s) and addresses of Proprietor / Partners /	
	Directors	
07.	Number of years of experience in this field*	
08.	Annual Turnover during last three years*	
	(Enclosed audited financial statement or certificate(s)	
	from Chartered Accountant	
	2023 – 24:	
	2022–23:	
	2021 – 22:	
09.	Registration Number of the Bidder*	
10.	PAN number of the Bidder or Proprietor*	
11.	Bank details for RTGS / NEFT payment*	
12.	GST Registration Number of the Firm*	
13.	FSSAI Licence Number of the Firm*	

"All fields are mandatory to fill with the copy of duly signed.
Signed by
(Name)
Authorised Signatory of M/s(Bidder)
Official Stamp
Date:
Place:

#### **ANNEXURE - III**

#### Put in "Part - A" of the bid

### Tender for Hostel Mess/Catering Services for student Mess at NIT Sikkim Number of Workers to be engaged by the bidder

S1 No.	Staff assigned as	No. per 100 students	Please fill-in the number both words and roman numbers
01.	Manager (Should be Class XII or trained in catering/hotel management)	One in total	
02.	Cooks (trained)	One per 100 students	
03.	Kitchen Staff / Helper	One per 100 students	
04.	Cleaning Staff	Two per 100 students	

Signed by	
(Name)	
Authorised Signatory of M/s	(Bidder)
Official Stamp	
Date:	
Place:	

#### **ANNEXURE - IV**

#### Put in "Part - A" of the bid

#### Tender for Student Mess Contract for student Mess at NIT Sikkim Format for Undertaking / Declaration - 1

#### **Undertaking**

(On the letter head of the bidder)

To,
The Registrar National Institute of Technology Sikkim Ravangla, South Sikkim-737139
Sub.: Undertaking for Tender No: Date:
Dear Sir,
This is to undertake that I/We, owner(s)/authorized signatory of M/s, of <name city="" of=""> have read all the terms and conditions, specifications etc. of this Tender document and I/We fully understood all of them and I/We are fully aware of their implications. We undertake that if I/We were given the Purchase Order (PO), will abide by all the terms and conditions of the Tender document and provide all the goods/items to the satisfaction of the Institute authorities.</name>
I further undertake that after reading and understanding all and their implications, all the pages of this tender document are signed and stamped by the authorized person of the firm.
The undersigned further certify and undertake that the bidding firm/manufacturer or the consortium (any partner of consortium) has not been blacklisted from participating in the tendering/bidding process by any Central or any State Government Institute/Organization (including autonomous Institute/Organization) in Last Three Years.
The documents and information furnished by the firm/undersigned (on behalf of the firm) are correct in all respect and if anything found incorrect, I shall be liable for the action as per the terms and conditions given in this tender document.
Signed by
(Name)
Authorized Signatory of M/s
Official Stamp Date:
Place:

#### ANNEXURE - V

# Put in "Part - A" of the bid

#### Tender for Student Mess Contract for student Mess at NIT Sikkim Format for Undertaking / Declaration - 2

To				
The Ch	ief Warden kkim			
Sub.: T	ender No	d	ated	•••••
Dear Si	r,			
Tender	of (name	e of city) have submit	ted tender l	/ We, owner(s) of M/s pid for the above mentioned we do not have the following
S1 No	Name of Document	Tender Clause reference	Status	Expecting to submit by
	undertake that if I / I document within one		•	/ we obtain all the above ract.
	er, I declare that conditional interest in the following managers.		• •	t my tender for the non
1.				
2.				
Signed 1	by			
(Name)				
Authori	ised Signatory of M/s.			(Bidder)
Official	Stamp			
Date:				
Place:				

# ANNEXURE - VI

# **INDEMNITY BOND**

We, having a registered office						
at, have entered into a contract						
with NATIONAL INSTITUTE OF TECHNOLOGY SIKKIM, vide contract						
dated, to provide manpower on outsourcing basis at NATIONAL						
INSTITUTE OF TECHNOLOGY SIKKIM situated at Ravangla. We do hereby						
indemnify and keep harmless, NATIONAL INSTITUTE OF TECHNOLOGY						
SIKKIM, at all times, whether during the continuation of the aforesaid contract and at						
any time thereafter, in respect of any claim, demand, compensation, liability, penalty,						
fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken						
against the Institute by any party, employee(s), or workman/woman provided by us, on						
account of any delay, default, lapse, error, or omission on our part, or of rules and						
regulations, as may be applicable under the said contract from time to time. We further						
undertake to indemnify and keep harmless, NATIONAL INSTITUTE OF						
TECHNOLOGY SIKKIM against any claim/compensation arising out of any non-						
payment or short payment of salaries, wages, overtime, or compensation by whatever						
name called and compensation and claims arising on account of any accident, injury,						
death, etc. during the course of their engagement by us for the purpose of this contract, or						
no fulfilment of any obligation under any of the labour laws as applicable to the class of						
workers/employees engaged by us for the purpose of this contract. We further declare						
and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by						
us and is not restrictive in any manner,						

Signature of the authorized Signatory with seal

#### **ANNEXURE VII**

# Put in "Part – B" of the bid Tender for Student Mess Contract for student Mess at NIT Sikkim PRICE BID

1) The Rate of meal inclusive of Breakfast, Lunch & Dinner per day per student are as follows: (Please write both in numerical and words).

Sl. No.	Meal Charge inclusive of all Charges (For details of Menu please follow Annexure-I)	Rate Per Day Per Student (in Rs.)	GST	Total Charges per day
1	Veg Meal (full course)			
2	Non-Veg Meal (full course)			

Calculated rate of GST is....%.

N.B.: Payment to be made only for actual day's food is supplied. No payments will be made during vacations / semester breaks.

Signed by	
(Name)	
Authorised Signatory of M/s	(Bidder)
Official Stamp	
Date:	
Place:	