

## NOTICE INVITING TENDER

The National Institute of Technology Goa (NIT Goa) is an Institute of national importance, under the aegis of the Ministry of Education, Government of India.

Bids under **TWO Bid (Technical & Financial) System** are invited for award of contract for **Running Canteen Services at NIT Goa, Cuncolim, South Goa, Goa 403 703**, as per the 'Scope of Work', 'Terms & Conditions', and other details specified in this Document.

Brief Details of the Work				
	Tender Notice No.	<u>NITGOA/CANTEEN/PUR/2025/OW/422</u>		
1.	Name of work	Running canteen Services at NIT Goa <span style="float: right;">Dated: -09</span>		
2.	Contract Value	H1		
3.	Earnest Money Deposit	<b>Rs. 25,000/-</b>  Original EMD should be submitted along with the Technical Documents. MSEs are exempted from EMD. In such a case, a Declaration as per annexure is to be submitted along with the MSE registration certificate.		
4.	Duration of contract	The contract will be awarded initially for <b>one</b> year. Further, the contract period may be extended as per the terms and conditions for another <b>two years</b> , provided that performance is satisfactory.		
5.	Contact Officer(s) details	<table><tr><td><u>For Service-related queries:</u> Associate Dean (Facility Management) asd.fm@nitgoa.ac.in</td><td><u>For Purchase queries:</u> Mr. Kishore Paryekar (Purchase section) paryekarkishor@nitgoa.ac.in</td></tr></table>	<u>For Service-related queries:</u> Associate Dean (Facility Management) asd.fm@nitgoa.ac.in	<u>For Purchase queries:</u> Mr. Kishore Paryekar (Purchase section) paryekarkishor@nitgoa.ac.in
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6.	Pre-Bid Meeting and Site Visit	<u>17/10/2025</u> at 11.00 AM in Sardar Patel Administrative Complex, National Institute of Technology Goa, Kottamoll Pleatue, Cuncolim, South Goa, Goa 403 703		
7.	Last Date and Time for receiving Bids	<u>30/10/2025</u> at 4.30 PM		
8.	Tenders to be addressed to	<b>The Registrar, National Institute of Technology Goa, Kottamoll Pleatue, Cuncolim, South Goa, Goa 403 703</b>  <b>Note:</b> The envelope should be properly labelled as “Tender for Running Canteen Services at NIT Goa” and the Tender notice number and date		

09.	Procurement method	Two-envelope bidding system
10.	Date of opening of Technical Bid	<u>31/10/2025</u> at 15:30 hrs.
11.	Date and time of opening of the Financial Bid	<b>The date and time of opening of financial bids will be conveyed to technically qualified bidders by mail.</b>
12.	Performance Guarantee	Six months' rent
13.	Validity of Tender	120 days from the date of opening of the Technical bid
14.	Rights of the Institute	The Institute reserves the right to cancel part of the tender or in full at any time without assigning any reason.

*10/10/2025*

## TERMS AND CONDITIONS- CANTEEN SERVICE

### A. TERMS AND CONDITIONS

**THIS PART OF THE TENDER DOCUMENT CONTAINS DETAILED INSTRUCTIONS TO THE BIDDERS, TERMS AND CONDITIONS, AND OTHER DETAILS OF THE CONTRACT REGARDING RUNNING CANTEEN SERVICES AT NIT GOA**

1. **PERIOD OF CONTRACT:** The contract period is for three years. Initially, the contract will be for a period of one year, and may be extended for two more years on the yearly basis as per the terms and conditions of this document, on satisfactory performance assessed by NIT Goa.
2. Interested parties can apply, and **Annexures B & E** must be filled. The contract will be given to the party quoting the highest Rental Amount and the lowest service charges for the guest house, based on the score (**As per Annexure K**). The minimum rent to be quoted is **Rs. 26000/- per Month**.
3. The institute has a total strength of approximately 1300-1500 persons, including students and staff members.
4. The agency must have a minimum of ONE CLIENT experience (Minimum of 300 persons) of completed Canteen Services to any Central or State Government Institutions/ Public Sector Undertakings/ Autonomous Bodies of Central or State Government/Private sector/Educational Institute for not less than two years between 01-01-2020 and 31-12-2024. (**Self-attested copy of work/ service experience certificate issued by the employer (client) to be attached, use Annexure D**).
5. The Institute will provide metered Electricity. If the meter is unavailable, a fixed amount should be deposited into the institute's account after mutual consultation with the Commercial Establishment Monitoring and Management Committee (CEMMC). After the meter installation, the actual amount will be calculated on a pro rata basis. However, for water, a fixed amount will be charged, and the amount will be decided in mutual consultation with CEMMC.
6. Furniture required (including tables with chairs and other arrangements for customers' convenience) for use within the canteen premises has already been provided by the Institute. Any additional furniture, if required for the canteen, will have to be arranged by the Contractor/ Service Provider at his/her own cost without any reimbursement from NIT Goa.
7. Only cooking gas is to be used in the canteen for cooking food. The cost of the Cooking Gas consumed in the Canteen will be borne by the Service Provider/Contractor and to be arranged at his own cost.
8. The quality of raw materials for the preparation of meals/snacks and other items shall be

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of the best quality and as approved by the CEMMC. The quality of the ingredients to be used for the preparation of meals/ snacks shall strictly follow the list provided. The Institute/CEMMC reserves the right to inspect the materials at any time.

9. Cooking Equipment (usually refers to the larger items in the kitchen that handle the bulk preparation and cooking processes. It includes gas stoves, microwave, pressure cooker, containers, frying pan, apron, baking tray, bowls, strainer, spatula, knives, etc.), to be arranged by Contractor/Service Provider at his own cost.
10. Essential Crockery (Essential Crockery refers to the basic serving utensils, which include fork, spoon, all kinds of plates – quarter, half and full, bowls, cups, glasses, etc.) to be arranged by Contractor/Service Provider at his own cost. The Institute/CEMMC has the right to make a surprise visit to the canteen and inspect the essential Crockery items/cooking equipment used for cooking and providing service to the NIT Goa canteen from a hygiene point of view.
11. The deployed canteen staff shall be adequate as per requirements, trained, presentable, well-dressed, well-mannered and well-experienced to ensure timely, efficient and prompt service.
12. Staff must be medically fit and use gloves, uniforms, and safety gear. Uniform for the canteen staff has to be arranged by the Contractor/Service Provider at their own cost. Contractor/Service Provider must get the Uniform sample approved from CEMMC.
13. NIT Goa has an option to leave it to the service provider/Contractor to choose the specifications (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, packaged foods, food ingredients, etc.) in consultation with the CEMMC.
14. The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/ cold buffet utensils, chafers, tablecloth, mats, glassware and all other equipment required for serving the desired quality of food at the cost of the Service Provider/Contractor.
15. The contractor will have to make arrangements for the cleanliness of the canteen and its surroundings to the satisfaction of the Institute. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste at his own cost.
16. The canteen timings will be from 07:30 A.M. to 10:30 P.M. from Monday to Saturday and 05:30 P.M. to 10:30 P.M. on Sundays. Any alteration of timing shall be made at the consultation with CEMMC.
17. During any event, if the Institute requires Canteen Services on Sunday, the service provider should provide the same to the Institute.
18. The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by the concerned local authorities, and to the satisfaction of the Institute.
19. The Contractor/Service provider will be responsible for compliance with all Central Laws/State Laws/Local Laws about this Tender/Contract. NIT Goa has no binding in this.
20. The Contractor/Service Provider to indemnify NIT Goa from all the consequences or statutory obligations arising out of central/state/local government laws applicable to the contractor during the contract period.



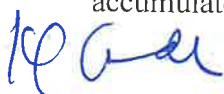
21. The rate list and menu, as approved by the CEMMC, should be displayed conspicuously daily in the Canteen area by the Service Provider. The contractor may sell other packaged food items not more than the MRP. Selling packed items more than MRP is treated as unsatisfactory service or performance.
22. The contractor shall be fully responsible for any compensation, etc., in case of any injury/casualty or mishap to canteen employees during canteen working hours.
23. The Director NIT Goa reserves the right to repudiate the contract at any time after giving a two (02) month notice, if the authority is not satisfied with the service of the said contractor, including hygiene, Canteen food quality, and rate list issues. The decision of the NIT GOA Competent Authority in this regard shall be final. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than four (04) months duration during the agreement period. In case the Contractor does not fulfill the notice period, full performance security will be forfeited without any notice to the Contractor.
24. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the NIT Goa will be final.
25. The contractor will be required to execute an agreement in the prescribed form on this behalf, in case the contract is awarded. The cost of the agreement will be borne by the contractor/service provider.
26. The contractor should deposit a "PERFORMANCE SECURITY.
27. PERFORMANCE SECURITY" (also known as Performance Bank Guarantee (PBG)) shall mean Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank in an acceptable form, safeguarding the purchaser's interest in all respects.
  - 27.1. PBG shall be Six (06 ) months' rent (e.g. if the monthly rent is ₹10,000, then PBG shall be  $6 \times 10,000 = ₹60,000/-$ ). The successful bidder should submit the PBG within 20 days of the issuance of the work order.
  - 27.2. The PBG so deposited shall be liable to be forfeited or appropriate in the event of unsatisfactory performance of the Contractor and/or loss/damage, if any, sustained by the Institute on account of failure or negligence of a worker deployed by the Vendor or in the event of breach of the agreement by the Contractor.
  - 27.3. The PBG will be refunded to the Contractor within two months of contract expiry only on satisfactory contract performance and settlement of all dues, whichever is late, upon submitting a request to release the same.
28. Demand Draft of Rs. 25,000/- as Earnest Money drawn in favour of **Director NIT Goa Fees Account** to be submitted along with the bid. MSEs are exempted from the submission of EMD. A valid proof for the same has to be attached along with the Bid (**Annexure F**).
29. In any case, if the contractor violates the terms & conditions of this tender document, the contract may be terminated by the institute on issuing the notice, and the Security





Deposit/performance security will be forfeited.

30. Service providers shall arrange the required Manpower for service and other allied activities of the canteen, and the wages will be borne by the service provider.
31. All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider. All required documents /proofs concerning those employees must be submitted to the Facility Management Cell, NIT Goa.
32. The food items supplied should be as per the Government standards. If at any point in time, any penalty is imposed by the Government Authority, i.e. by the Food Inspector of the Food Department or relevant organization/department/agency, the same shall be borne by the Service Provider.
33. Service provider shall purchase and keep the raw materials stocks of a minimum of 05 days required for the preparation of various items, including the controlled items of good quality, at his own cost. Also, the service provider should ensure that the shelf life of the products in stock is not over/expired. The service provider shall serve the food in healthy, eco-friendly packaging.
34. The crockery used shall be clean, not old, and faulty (cracked, scratched); the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
35. Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
36. All vegetables, fruits, etc., used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese, etc., shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
37. Non-vegetarian dishes shall be prepared from fresh and good quality eggs, chicken, mutton, fish or other seafood as desired by the CEMMC, and the same shall be purchased from the standard authorized shop.
38. The non-vegetarian items shall be washed and marinated properly before cooking. The pieces of non-vegetarian items shall not be too small or too big; unnecessary shreds and small bone pieces shall be removed.
39. If it is found that the quality of items supplied by the service provider and/or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the NIT Goa will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice. However, Canteen operation shall be continued by NIT Goa through other available sources at the service provider's cost, risk and liability.
40. The work shall be done in a neat, workmanlike manner. The site must be cleared by the service provider, including removal of waste and leftovers, etc., from time to time as these accumulate during the work. On completion, the whole site must be left in a clean and tidy



condition to the satisfaction of the CEMMC.

41. Service Provider shall adhere to the timeline given by NIT Goa for serving arrangements on NIT Goa Premises/Designated Premises.
42. In case of non-availability of a specifically demanded food item, the Service Provider shall communicate the same to NIT Goa at least 2 days prior.
43. The staff provided by the service provider shall not be deemed employees of the user department; hence, the compliance with the applicable acts/ laws will be the sole responsibility of the service provider.
44. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
45. The CEMMC shall be the authorized personnel to decide and judge the quality of the service rendered by the Service Provider and all other matters, and their decision shall be final.
46. No Service Provider's staff shall be allowed to stay in the NIT Goa premises/ designated premises unnecessarily after working hours without permission.
47. Any damages/ losses caused by the Service Provider shall be borne by the Service Provider.
48. Service provider should ensure that any dry & wet waste, polythene, garbage, etc., should not be thrown anywhere into the drain inlet area to prevent choking of the drain line. Also, it is the responsibility of the service provider to ensure the waste is disposed of as per the Government of Goa guidelines.
49. **The service provider should pay Rs 8/kg or as per the revised rate of the municipal council for the disposal of wet waste to NIT Goa, along with the monthly rental charge for the canteen.**
50. The contractor shall be capable of providing catering services during various events held on the NIT Goa campus. For services rendered outside the canteen premises and within the campus (NOT APPLICABLE TO GUEST HOUSE SERVICE), the following conditions shall apply:
  - 50.1. Each service request must consist of a minimum of ten (10) servings per order.
  - 50.2. The contractor is obligated to provide this service during official working days and working hours.
  - 50.3. Service requests received outside of working days/ working hours/minimum quantity mentioned above are optional and may be accepted or declined at the contractor's discretion. However, the contractor must accept and fulfill any order placed by a competent authority/Program Coordinator/CEMMC when such requests are related to institute-level programs (e.g., admission, convocation, orientation, or other official institutional events).

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51. The contractor shall provide professional on-demand table service within the canteen to NIT Goa's officials and guests during meetings, conferences, official luncheons, or any other institutional event.

#### **A1: SERVICES to be extended at Zuari Visitors Hostel (The Guest House)**

The Zuari Visitors Hostel comprises 12 double-occupancy rooms. The contractor is required to provide breakfast, lunch, and dinner in the hostel's dining area as per the requirements. All food must be prepared and served under hygienic conditions for in-house guests and other institute officials, as and when required.

**A1-1:** Canteen services shall be extended to the guest house for morning tea, breakfast, lunch, and dinner.

**A1-2:** One dedicated staff member must be deployed at the guest house to serve and manage orders whenever required. The canteen manager is responsible for ensuring timely and proper service in the guest house dining area.

**A1-3:** A separate menu may be offered for the guest house. All listed items must be available for order. The menu shall be finalized in discussion with CEMMC.

**A1-4:** The guest house menu rates may be charged at a premium over the canteen rates (percentage to be specified in the financial bid).

**A1-5:** Orders will be placed by the authorities of Zuari Visitors Hostel, and the contractor will be informed in advance.

**A1-6:** The contractor shall provide and maintain utensils, hot packs, thermos flasks, and other necessary items for delivering breakfast, tea/coffee, lunch, and dinner to the guest house, at their own cost. NIT Goa will provide cutlery and crockery for service.

**A1-7:** The contractor shall maintain daily records of breakfast, tea/coffee, lunch, and dinner served to **official guests** and submit all bills monthly to the institute. The bill will be reimbursed upon verification.

**A1-8:** For all **non-official guests**, menu charges may be collected directly from the guests on a daily or vacating basis, at the contractor's convenience.

**A1-9:** The tentative meal service timings are as follows: Morning tea/coffee: 7:00 a.m. – 7:30 a.m. Breakfast: 8:30 a.m. – 9:30 a.m. Lunch: 12:30 p.m. – 2:00 p.m. Dinner: 7:30 p.m. – 9:30 p.m.

#### **B. SERVICE PROVIDER'S OBLIGATION**

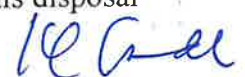
1. The service provider shall be responsible for ensuring compliance with the provisions related to all applicable laws including Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Food Safety and





Standards Act, 2006, etc. as applicable from time to time.

2. During the period of agreement, the Service Provider shall be fully responsible for the entire Canteen arrangement at the NIT Goa or its designated places.
3. The Service Provider, however, shall be required to adjust/change the serving timings as and when required, depending upon the requirements of the NIT Goa in consultation with CEMMC.
4. The Service Provider shall devote his full attention to the work of the Canteen and shall discharge its obligations under the agreement most diligently and honestly. A senior-level representative of the Service Provider shall visit the Canteen Premises in NIT Goa at least once a day and review the service performance of its personnel. Service Provider's representative will ensure to be part of the meeting every month or as called by the CEMMC, dealing with services under the contract for mutual feedback regarding the work performed by their personnel and removal of deficiencies, if any, observed in their work.
5. The day-to-day functioning of the services shall be carried out in consultation with and under the direction of the CEMMC.
6. The service provider shall maintain proper records as may be required under all Acts/laws applicable to the service provider's working and canteen workers at the NIT Goa location, which would be subject to check, from time to time, by the NIT Goa whenever demanded.
7. The Service provider shall be bound at their own cost to repair any damage caused to the infrastructure by his/her staff, materials, and equipment, or for any other purpose.
8. Service provider shall have to run the canteen as per the terms and conditions of the contract specified under as well as the Conditions of Contract/Agreement, entirely at service provider's own cost, including the entire cost of labour, materials, automobile van, etc., except where otherwise provided in the agreement in an expressed manner.
9. The Service provider shall be responsible for the proper upkeep and maintenance of the canteen premises, furniture and fixtures, cooking and serving utensils and cutlery. When material supplied by the Institute (NIT Goa) becomes unserviceable, if the same is replaced by the buyer, it will only be replaced against the return of the unserviceable materials by the service provider; otherwise, the cost of such materials shall be borne by the service provider.
10. The service provider shall keep a proper inventory of the items placed at his disposal



by the NIT Goa, and the same shall be verified by the representatives of the CEMMC along with the service provider's personnel at the beginning and end of the Contract period.

11. The Service provider shall not use or allow to be used the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter around the canteen building without valid authority.
12. The Service Provider shall deploy adequate Canteen staff, trained and well-experienced, to ensure timely, efficient and prompt service.
13. It is the responsibility of the service provider to keep the dining (Table/floor)/kitchen/serving area neat and clean. Adequate mobbing shall be done as per the requirement. Non-compliance in this matter will be treated as unsatisfactory performance.
14. It is also the responsibility of the service provider to keep the canteen's surrounding area neat and clean without dumping debris/waste materials.
15. The Service Provider should follow the instructions of CEMMC for the Canteen arrangement, Raw materials being used, Quality and quantity of the edible and drinks served, Condition of fittings and fixtures, Sanitary arrangement and cleanliness, Hygiene of the canteen staff /worker, etc.
16. The Service Provider shall be well-equipped to undertake a Hygiene audit, and reports shall be submitted to the CEMMC.
17. Service Provider shall provide uniforms, identity cards, name badges and safety items/ kits, shoes, etc. to its staff working in the NIT Goa Canteen. Staff should also ensure they wear gloves and hair covers while cooking and serving food.
18. Service Provider shall inform about the non-availability/ shortage of any item/ dish in advance, on time, along with the alternate options for non-available items to the Canteen Committee.
19. Taking protective measures to protect the property and persons and prevent accidents shall be the Service Provider's responsibility during the contract period.
20. The Service Provider shall not deploy or discontinue deploying the person(s), if desired by the Institute and must ensure prompt replacement of the personnel without any additional cost to the Institute. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation



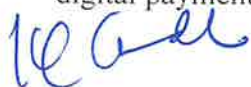
with the CEMMC.

21. The Service Provider shall arrange for any special type of equipment and machines if required for canteen service at his own cost.
22. The Service Provider shall maintain its gadgets, furniture and equipment, etc., in good working conditions with all safety measures at its own cost and expenses.
23. The Service Provider shall be responsible for maintaining hygiene and safety of the cooking/ serving area and the canteen staff deployed at the premises where food is being prepared/ served.
24. Service providers shall abide by the Government laws relating to the stocking of food grains, sale of food, etc. and shall obtain the necessary licenses from the competent authority, wherever applicable. The NIT Goa, at its discretion through CEMMC, may check the stock position of all the items to see that the above is being complied by the service provider.
25. Nobody shall be allowed to enter the kitchen other than designated CEMMC officials or the service provider's staff.
26. The service provider shall maintain a feedback register available at the front table at all times for the use of customers, clearly labelled as "FEEDBACK REGISTER". The feedback register has to be submitted to CEMMC for inspection every 15 days. Corrections and suggestions must be implemented in a timely manner as suggested by CEMMC. Repeated negative feedback on the same matter will be treated as unsatisfactory performance.
27. Feedback from the Canteen Committee (CEMMC) of the Institute shall be maintained by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias. CEMMC can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
28. The service provider has to maintain a complaint register, which should be accessible to the canteen users as and when asked. The service provider should not attempt to tamper with the complaint register. This Register should be produced before the CEMMC as and when asked.
29. The Single Point of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of



the Service Provider in an administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

30. The service Provider should avoid the use of plastic material to the possible extent and should provide the food and material in eco-friendly packaging material.
31. Service provider should ensure that any dry & wet waste, polythene, garbage, etc, should not be thrown anywhere into the drain inlet area to prevent choking of the drain line. Also, it is the responsibility of the service provider to ensure the waste is disposed of as per the Government of Goa guidelines.
32. The service provider should start the service within twenty-one (21) days from the date of the award of the contract.
33. The payment is to be made into the bank accounts of the employee, latest by the 7th of every month and the statement of the accounts is to be deposited as and when asked by the committee. EPF and ESI facilities, as per the statutes, should be provided to the workers, and the proof of doing so must be submitted as and when asked.
34. The Caterer shall not employ child labour. Violation will attract legal action as per the extant regulation on the subject.
35. The service provider shall ensure that the maintenance charges and any other charges shall be paid by the 07th of every month/due date, whichever is earlier.
36. If the contract is awarded/terminated on any day of the month, the maintenance charges for that month have to be paid in full.
37. The service provider shall ensure the availability of a fire extinguisher and other safety measures at his cost.
38. The Service provider shall ensure that the rate list for the items being prepared in the kitchen of the canteen is approved by the CEMMC.
39. The service provider shall not be at liberty to revise the rates at his own discretion. For any price change, the same should be with the approval of the CEMMC.
40. The service provider should supply a Bill to their customers. The bill must include: Date, Time, GST No., Business Name 'UPHAR GHAR (NIT Goa)', FSSAI No., and digital payment options.



41. The contractor must be capable of integrating with and supporting the institute's planned smart card-based system for service access and payment.
42. The contractor shall provide a swipe payment machine and the UPI-based payment system. The contractor shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers to make payments via the UPI App (BHIM or equivalent).

### **C. PENALTIES AND FINES ON SERVICE PROVIDER/CONTRACTOR**

Penalties and fines can be imposed on the Service Provider in case they have caused loss to the other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services. The amount of penalties/fines shall be settled/ recovered during the next payments/ final settlements of the service provider. Any breach of the terms and conditions mentioned in the contract document will be seriously evaluated by the committee, and the committee will be empowered to impose the penalties as mentioned below:

Sr. No.	Nature of Default	1st Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1	Any breach of the terms and conditions mentioned in the contract document	5000/-	15000/-	50000/- or Termination of Contract or both
2	Customer Complaints	1000/-	5000/-	50000/- or Termination of Contract or both

*14/11/2020*



## **D. TERMINATION OF CONTRACT**

The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:-

1. Mutual Consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties, nor shall they be liable for any extra payments till the time of termination, including the notice period.
2. The NIT Goa reserves the right to repudiate the contract at any time by giving a two (02) month notice, for any reason. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than four (04) months duration during the agreement period. In case the Contractor does not fulfil the notice period, full performance security will be forfeited without any notice to the Contractor.
3. Breach of contractual obligations: Any incidents considered a breach of contract may result in immediate termination of services. The Institute shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so or service provider offers an unsatisfactory performance.
4. Breach of Contract: As mentioned in the penalty clause.

## **E. AMENDMENT/CANCELLATION OF TENDER DOCUMENT**

At any time before the last date for receipt of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. Further, the Institute may, at its own discretion, extend the last date for the receipt of bids. The institute reserves the right to cancel this tender process at any time/stage without assigning any reason. The bidders have no claim in this regard.

### **LEGAL MATTER:**

All Domestic and International disputes are subject to the Goa Jurisdiction only.

### **ARBITRATION**

The Contract is based on mutual trust and confidence. Both parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for shall arise between NIT Goa and



the bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination. Abandonment or breach of the contract, at first instance, whatever disputes will be first settled through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996. The decision made by Arbitrators through the Arbitration and Conciliation Act 1996 will be binding on both parties.

In case of no result or no decision of dispute (between both the parties, i.e. Service provider and NIT Goa) through the Arbitration and Conciliation Act, 1996, the same may be subject to courts within the Jurisdiction of Goa state only. The competent courts at Goa shall have jurisdiction to decide the disputes which arose under this contract only if the matter or issue or disputes or by whatever similar name called, if not resolved through Arbitration as per THE ARBITRATION AND CONCILIATION ACT, 1996. The fees, if any, for the courts, including advocate/lawyer fees, if required to be paid before the award is made and published, shall be borne by the Licence/Contract holder.

#### **Other Provisions**

This Pact is subject to Indian Law, the place of performance and jurisdiction is Goa, the Headquarters of NIT Goa, which has floated the Tender.



**Annexure -A****List of Permissible Brands**

<u>Item</u>	<u>Brands</u>
Salt	Tata, Annapurna, Patanjali
Spices	M.D.H, Badshah, Everest, Patanjali
Chicken	
Ketchup	Maggi, Kissan, Heinz, Patanjali
Refined Oil (Sunflower)	Sundrop, Sunrich, Fortune, Dhara (Use of Hydrogenated Vanaspati oil is prohibited)
Pickle	Mother's, Pravin, Priya, Bedekar, Nilon's
Atta	Patanjali, Ashirvad, Pillsbury, Annapurna
Instant Noodles	Maggi, Top Ramen, Patanjali
Flavoured drinks	Rasna, Roohafza, Tang
Papad	Lijjat, Mother's, Priya
Butter	Amul, Nandini, Mother Dairy, Goa Dairy
Bread	Britannia, Big Bread
Cornflakes	Patanjali, Quality, Tops
Jam	Kissan, Maggi, Delmonte,
Ghee	Amul, Mother Dairy, Nandini, Patanjali
Shrikhand	Amul, Warana,
Frozen yogurt	Nandini, Sphurti, Amul
Cow Milk	Amul, Nandini (Shubham), Goa Dairy
Paneer	Amul, Nandini, Warana,
Tea	Marvel, Tata, Taj Mahal, Wagh Bakri
Coffee	Nescafe, Bru, Sunbean
Ice Cream	Amul, Vadilal. Natural's, Kwaliti Wall, Arun
Soya	Nutrella, Fortune, High Meal-maker
Frozen Peas	Safal (offseason), McCain, Watties, Godrej
Cheese	Amul, Britannia, Mother Dairy
Kolum Rice	Royal, Donur, Patanjali
Basmati Rice for special rice	Patanjali, Daawat, Devaaya,
Custard Powder	Brown & Polson, Pillsbury
Handwash	Lifebuoy (non-diluted), Dettol, Godrej



Application Form

(First sheet shall be on the letterhead, and all the pages have to be authenticated at the bottom)

SNO	Description	Proof (Yes/ No)	Page No:
	Complete tender document countersigned (with seal) by the designated authority. (Excluding Annexures)		
1	Proof of the existence of the firm during the last 3 years. (Registration certificate/ partnership deed/Udyam registration(MSME),GST registration/or any licenses]	2021-2022	
		2022-2023	
		2023-2024	
2	Average annual turnover for the last three (03) financial years (CA-certified).	2021-2022	
		2022-2023	
		2023-2024	
3	Proof for successfully completed similar works in Central Government/State Government/ Private Institutes/ during the last 2 Years (Two Years) for a minimum of 300 persons. ( <b>Annexure D</b> )		
4	Food Safety and Standards Authority of India (FSSAI) Certification (self-certified by the bidder with a duly stamped and signed)		
5	Valid PAN and GST Number (duly stamped and signed copy to be attached)		
6	ESI and EPF Registration Number (duly stamped and signed copy to be attached)		
7	An affidavit duly notarised on a Rs.. 100/- judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU /Private hotels as on the date of submission of the bid.		
8	EMD Rs 25,000/- in favour of "The Director, NIT Goa Fees Account" payable at Farmagudi, Ponda Goa, Goa. In case of exemption from submission of EMD, attach a certificate. EMD Details to be provided in <b>Annexure-F</b>		

18/11/22

9	Duly attested copies of valid Licenses held by the bidder (Should be valid as on the date of Bid opening).		
10	Declaration of Bidder as per <b>Annexure E</b> .		
11	Bidder Bank Details as per <b>Annexure H</b>		
12	Copy of the Partnership Deed if the bidder is a Partnership concern		
13	If the bidder is a company, attach a self-attested Company incorporation Certificate along with the Articles of Association and Memorandum of Association.		
14	Letter of Authority for the representative to sign and execute the tender as per <b>Annexure G</b> .		
15	Rate List for the items mentioned in <b>Annexure J</b> (should be duly signed by the bidder on every page)		
16	Undertaking that the successful BIDDER agrees to give a Performance Security amounting to six month rent in favour of "The Director, NIT Goa Fee Account" as per <b>Annexure I</b>		
17	Technical Compliance Statement ( <b>ANNEXURE C</b> )		
15	Price Bid ( <b>Annexure K</b> )		

\*A duly attested photocopy of all the supporting documents is required to be attached to support the facts and figures mentioned above

*14/06/2020*



**APPLICATION FORM**

(To be submitted along with the Technical Bid, enclosing photocopies of certificates)

1	Name of the Applicant	
2	Address of the registered office	
3	Year of Establishment	
4	Type of Organisation (whether proprietorship, partnership, Private Ltd. Company or Co-operative body, etc. In case the applicant is a non-individual, a Certified copy of a Partnership deed/ Certificate of Incorporation/ Certificate of Registration issued by the Registrar of Cooperative Societies/ as the case may be, is enclosed.	
5	Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers:	
6	Details of Registration (if applicable): (Name of registering authority, date and registration number)	
7	Number of years of experience in the relevant field:	
8	Address and phone numbers of the office through which the proposed work of running a canteen in NIT Goa will be handled, and the name & designation of the in-charge:	
9	PAN Number (photocopy to be enclosed):	
10	Income Tax return filed for the last three Financial Years (Yes/No) (If yes, please enclose copies)	
11	GSTIN (Number & photocopy of certificates to be enclosed)	
12	Whether ESI and EPF norms are complied: Yes/ No (Reg. copies to be enclosed)	



	ESI Registration No: EPF Registration No	
13	Number of persons Employed, (a) Permanent: (b) Temporary:	
14	Yearly turnover of the organization during any three years w.e.f. 01-04- 2021 to 31 - 03- 2024 (Enclose proof)	
15	List of similar works executed (attached copies of work orders). A certificate of satisfactory performance of running the Mess/ Cafeteria/ Canteen from the employer must be enclosed.	
16	Annual Turnover related to mess during any three years from 01-04- 2020 to 31 03- 2024	
17	Details of Relevant and Latest ISO or other certification (as applicable)	
18	Details of FSSAI Certification. (In case a fresh application is to be made, within one month, the same shall be obtained.	
19	Certificate of Registration with the concerned Labour commissioner's office	
20	Affidavit for non-blacklist of the firm	

14 Gade

Technical compliance statement

Sl. No.	Description	Page no.
1.	2 years (Two years) of experience in providing catering services for a minimum of 300 persons to Central Government Organization/ Central Government funded Institutions/ state Government Organization/ State Government funded Institutions/ Private Organization. (Completion certificate must show that the agency has 2 years of service preceding the date of publication of this Tender Document)	
2.	Annual catering services with requisite value of contract (as mentioned in Terms and Conditions) in Central Government Organisation/ Central Government funded Institutions/ state Government Organisation/ State Government funded Institutions/ Private Organisation, last Two Years preceding the date of publication of this Tender Document.	
3.	CA-certified document about the Average annual turnover of Rs. 20 lakhs or more of the three financial years.	
4.	Food Safety and Standards Authority of India (FSSAI) Certification (self-certified by the bidder with a duly stamped and signed)*	
5.	Valid PAN and GST Number (duly stamped and signed copy to be attached)	
6.	ESI and EPF Registration Number (duly stamped and signed copy to be attached)	
7.	An affidavit duly notarized on a Rs.100/- judicial stamp paper stating that the Service Provider has not been blacklisted by Central Government/ State Government/ any PSU /Private hotels as on the date of submission of the bid.	
8.	Duly stamped and signed the entire Tender document (excluding Annexures)	

\*Any specific license to be obtained after establishing the business at the NIT Campus, one month of extension can be given. The same should be submitted as a signed letter along with the application form.

14/06/20

Format for Experience Certificate

Letter Head of the Firm/Organization/Institute

No.

Date:

EXPERIENCE CUM PERFORMANCE CERTIFICATE

Sr. No	Particulars	
1	Name of the Contractor and Address*	
2	Name of the Work*	
3	Name of the Firm/ Organization/ Institute*	
4	Average total number of persons employed*	
5	Date of Commencement of the work*	
6	Date of Completion of work*	
7	Overall Assessment of the Firm/ Organization /Institute (Excellent, Good, Satisfactory, Poor)	
8	Remarks	

\* Mandatory fields

Signature of Competent Authority With Seal



**DECLARATION OF BIDDER**

1. I..... proprietor/partner of the company/ Firm/agency has an of experience in years and the company/ Firm/agency named ..... was established in the year..... (Attach proof of establishment and experience certificate as the format.)
2. I/We hereby agree to provide Canteen service at NIT Goa as per the requirements of NIT Goa.
3. I / We hereby offer to supply Canteen food at NIT Goa as indicated in the Bid notice, specifying the acceptance of the Bid at the rate given in the Price Bid attached and agree to hold this offer open till 120 days from the date of opening of the Commercial/price Bid of tender.
4. I / We shall be bound by a communication of acceptance dispatched within the prescribed time.
5. I / We have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
6. I/we have not tampered with/modified the tender forms in any manner. In case the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and disqualified, and I /we are/are liable to be banned from doing business with NIT Goa and/or prosecuted.
7. I/we hereby certify that all the information and data furnished by me with regard to these bid requirements are true and complete to the best of my knowledge. I have gone through the requirements, conditions and stipulations in detail and agree to comply with the requirements and intent of the specification.
8. I/we further certify that my company meets all the conditions of the qualification criteria laid down to take part in the bid.
9. I/we further specifically certify that my company has not been Black Listed/De Listed or put on any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the three years.
10. I/we certify that our bid against the tender notification No. \_\_\_\_\_ dated: \_\_\_\_\_ does not amount to any breach of any Government guidelines. I further confirm that in the event of disclosure at a later stage that the same are not in line with any Government Guidelines and NIT GOA is put to any disadvantage or face cancellation of the tender or contract or any claim becomes substandard/untenable, the whole liabilities arising out of this shall lie squarely on us.
11. I/we further certify that I am the duly authorized proprietor/representative of the

*1000*



**Annexure E-Continues**

agency /firm and competent to agree as above.

12. I/we further certify that the EMD may be forfeited if I/we are not in a position to accept/deliver the services after the award of the PO as per the stipulated terms and conditions of the tender document.
13. I/we further certify that I/we will submit the PBG/Performance Security within the stipulated time frame as per the terms and conditions mentioned in the tender document.
14. I /We solemnly confirm that the facts stated above are true and nothing has been concealed.

Signature and stamp \_\_\_\_\_

Full Name of the Bidder \_\_\_\_\_

Address of the Bidder \_\_\_\_\_

E-mail Address \_\_\_\_\_

Contact No. \_\_\_\_\_



**Annexure F**

**EMD DETAILS**

I Mr./Ms./Mrs. \_\_\_\_\_, representing the firm  
\_\_\_\_\_ have attached the EMD with this bid in the form of  
Demand Draft/Bank Gurantee bearing no. \_\_\_\_\_ dated \_\_\_\_\_ for an  
amount of Rs. 25,000/- (Twenty-Five Thousand only) from the  
\_\_\_\_\_ bank in favour of "The Director, NIT Goa Fees Account".

Signature and stamp

\_\_\_\_\_

Full Name of the Bidder

\_\_\_\_\_

Address of the Bidder

\_\_\_\_\_

-----  
PIN \_\_\_\_\_ State \_\_\_\_\_

E-mail Address

\_\_\_\_\_

Contact No.

\_\_\_\_\_

*14/06/20*

## Letter of Authority

(To be printed on the letter of the Firm or duly stamped by the Firm)

To  
The Director  
NIT Goa

**Subject: Letter of Authority to sign and execute the tender on my behalf -reg**

Sir  
I/ We Authorise Shri/Smt..... working  
as..... in (Name of the Firm)  
..... to sign the Tender Document  
No..... for the Canteen Services at NIT Goa  
on our behalf. He /She is also authorized to conclude the tender or contract and take decisions,  
whatever is necessary in connection with this tender.

The specimen signature of Shri/Smt ..... (Name of the  
Authorized person) are given below and duly attested by me/us.

Specimen Signature of Shri/ Smt .....

1)

2)

3)

Attested by:

Signature/ Signatures:

Name of the proprietor of firm /company/ agency / partner/partners.

Rubber Stamp seal of the proprietor of firm /company/ agency / partner/partners



**Annexure H**

**FORMAT FOR BANK ACCOUNT DETAILS OF THE BIDDER**

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

**Bank Account Details**

Bank Name	
Branch name	
MICR Number	
Account Type	
Account Number	
IFSC Code of the Bank	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.



**Annexure I**

Undertaking that the successful BIDDER agrees to give a Performance Security amounting equal to **Six Months' (06)** Rent in favour of "The Director, NIT Goa fees Account"

I/We ..... (Name  
of the bidder/Proprietor/Partner/Partners) of

... (Name of the firm/agency) do agree with the terms and conditions specified in the Tender Notification No. \_\_\_\_\_, Date: \_\_\_\_\_, if I am/We are the successful bidder, I/We agree to provide a Performance Security amount equal to **Six Months' (06)** Rent, in favor of "The Director, NIT Goa Fees Account" and as intimated by the NIT Goa authorities.

I understand that failure in doing so within the time timeline mentioned in the service order will result in cancellation of the service order and forfeiture of the EMD amount.

SIGNATURE OF Bidder/Proprietor/Partner/Partners

NAME:

DESIGNATION

ADDRESS:

DATE:

Seal of the Bidder's Firm



**Annexure J**

**LIST OF ITEMS AND PRICES**

As decided by the committee, the following items will be allowed to be sold in canteens at the below-mentioned prices i.e, inclusive of GST:

Sr. No.	Service	Price
1	Tea/Coffee	
	Tea(150ml)	12
	Special Tea (150ml)	15
	Coffee(150ml)	15
	Milk(200ml)	20
	Bournvita (200ml)	25
	Hot Chocolate milk(200ml)	25
	Hot Boost Milk(200ml)	25
	Hot Horlicks(200ml)	25
2	Cold Drinks & Ice-Creams, and other packed items	MRP
3	Milk Shakes	
	Any Milk Shake (250ml) (except banana)	40
	Cold Coffee (200ml)	30
	Banana Milk Shake (250ml)	30
4	Sandwiches (Jambo Bread)	
	Veg / Aloo / Egg Sandwich	30
	Chicken Sandwich (50-100g chicken)	60
	Bread Butter	25
	Cheese Grilled Sandwiches	50
5	Snacks	
	Vada Pav	15
	Samosa	15
	Cutlets (Veg/No-Veg)	15/20
	Banana Fritters	15
	Kanta Bhaji (Plate - 200g)	25
	Fruit Salad Plate (3-4 Varieties of Fruit 200g)	30
6	South Indian	
	Medu Vada (02 Pieces)	20
	Idli Sambhar (04 Pieces)	30
	Masala Dosa	35

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	Set Dosa (02 Numbers)	35
	Sadha Dosa	30
	Butter Masala Dosa	50
6	Instant Noodles	
	Maggi (to be fit completely in 250ml bowl)	20
	Cheese Maggi	40
	Egg Maggi	40
7	Juice	
	Mosambi(250ml)	30
	Pineapple (250ml)	30
	Orange (250ml)	30
	Lemon (250ml)	20
	Mango (250ml)	30
8	Paratha (any 2 from below) (7 inches diameter) with curd and pickle	
	Aloo /Onion/Gobi/Palak/Mixveg	30
	paneer	40
9	Egg items	
	Boiled Egg	10
	Boiled egg fry(2 eggs)	30
	Omelet (Single Egg)	20
	Omelet (Double Egg)	30
	Egg Bhurji (2 eggs)	50
10	Other Items	
	Hakka Noodles (veg/egg/chicken) (to be fit completely in 350ml bowl)	70
	Fried Rice (veg/egg/chicken) (to be fit completely in 350ml bowl)	70/75/80
	Dry Chilly Chicken (to be fit completely in 200ml bowl)(200g)	80
	Chicken kadai/masala (150g)	80
	Chicken lollypop (03 Piece)(150g)	80
	Plain Rice(1 plate)	25
	Dal Fry (to be fit completely in 350ml bowl)	40
	Dal Khichdi (to be fit completely in 350ml bowl)	50
	Paneer butter masala (150g Paneer)	70
	Veg Thali (02 Chapati/Roti +plain rice(200g) +dal +sabji +	70

14/02/20

	papad + curd + sweet +Pickle	
	Fish Thali (02 Chapati/Roti +plain rice(200g) +fish curry +sabji + fried fish(100g)+sweet)	90
	Chicken Thali (02 Chapati/Roti +plain rice(200g) +chicken curry +sabji + fried chicken (100g)+sweet)	100
	Jeera Rice	40
	Puri Bhaji (04 Puri of 5inches diameter) + Potato Bhaji (200g)	35
	Chicken Biriyani (3 Pieces (200g) (to fit completely in a 350ml bowl)	80
	Dal Rice (to be fit completely in a 350ml bowl)	35
	Pulav with Raita (to be fit completely in a 350ml bowl)	60
	Curd (100 grams)	10
	Chicken Biriyani (3 Pieces - 200g) (to fit completely in 350ml bowl)	80
	Dal Rice (to be fit completely in a 350ml bowl)	30
	Pulav with Raita (to be fit completely in a 350ml bowl)	60
	Any other packaged item (ONLY FAST MOVING BRANDS)	As per MRP

## Operational Conditions & Guidelines

### 1. Juice & Milkshake Availability

- Minimum 3 items from the Juice/Milkshake/Cold Coffee section must be available daily.
- Rotation is encouraged based on seasonal availability and demand.
- Popular items like Mosambi Juice, Cold Coffee, and Banana Shake should be part of the regular rotation.

### 2. Snacks Availability

- Minimum 4 varieties of snacks from the approved Snacks list (e.g., Vada Pav, Cutlets, Samosa, Banana Fritters, Kanda Bhaji, Fruit Salad) must be available daily.
- No single snack item should be repeated more than 2 days per week.  
Example: If Vada Pav is served on Monday and Wednesday, it cannot be offered again before next week.
- The snack rotation plan should be displayed weekly for transparency.

*Handwritten signature*

### ***3. Fish Items – Additional Provisions***

- Additional fish-based dishes (like Fish Fry, Fish Curry, etc.) can be added with:
  - Prior approval of the CEMMC
  - Prices based on seasonal market rates, to be mutually agreed and displayed clearly.

### ***4. General Compliance***

- All items must adhere to portion sizes and bowl capacities as mentioned in the menu.
- Any new item or variation must first be reviewed and approved by CEMMC.
- Cleanliness, hygiene, and quality standards must be maintained at all times.
- Availability of items should be tracked and updated weekly to ensure compliance.

*12/12/2020*

## FINANCIAL BID

(To be submitted while tendering)

Provision of the National Institute of Technology, Goa (NIT Goa) for the Canteen Services

SNo	Particular/Details	Amount in figures and numbers / Service charge (%)
1	Rental Amount per month in figures and words <b>Note: The minimum amount to be quoted is Rs. 26000/- per Month.</b>	
2	Percentage (%) of service charges to be quoted over and above the canteen menu price for providing service to the guest house	

A score will be assigned to each participant based on the following, and the one who obtains the highest score will be chosen:

$$Score_i = \frac{R_i - R_{min}}{R_{max} - R_{min}} + \frac{S_{max} - S_i}{S_{max} - S_{min}}$$

$R_i$  = monthly rental amount quoted by supplier i

$S_i$  = service-charge percentage quoted by supplier i

Min and Max represent the minimum and maximum in their respective categories. In case of a tie in score among various participants, the one with the highest rent, and if still tied, the one with the lowest service charge (%) will be chosen.

Note:-

1. All the details must be provided as per the prescribed format only.
2. The Service Provider who quoted the highest rental Amount (per square meter) in their Price bid will be considered the H1 Bidder.
3. All the rates must be quoted in Indian Rupees.
4. There will be an increase in rent by 5% on the rent paid in the previous year.
5. The applicable taxes will be charged over and above the Amount quoted for the price bid.



