



ICAR - NATIONAL RICE RESEARCH INSTITUTE
CUTTACK -753006 (ODISHA), INDIA
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F. No. 53-32/2019-20/Tech

Dated 18/08/2020

EXPRESSION OF INTEREST FOR CANTEEN SERVICE AT NRRI, CUTTACK

On behalf of ICAR, the Director, National Rice Research Institute, Cuttack-753006, Odisha invites sealed tenders through Registered Post/Speed Post/Courier Services or must be dropped in tender in tender box available in Store Section from the experienced service providers for canteen services for running Institute Canteen in NRRI Campus for providing food (tea, snacks, lunch & dinner etc.) to the staffs/students/visitors to the NRRI including trainees of various training programmes of NRRI, Cuttack for a period of one year from the date of award of contract subject to continuous satisfactory performance which can either be curtailed or extended subject to the performances of the Services Provider. The highest bidder will be selected for Canteen Service. The selected firm/agency has to deposit security money of Rs. 10,000/- (Rupees Ten thousand only) in the shape of Demand Draft in favour of "The Director, NRRI, Cuttack" payable at S.B.I., Nayabazar Branch, Cuttack (Code No.2094). After deposit of security money, office will issue the work order. Last date for receipt of tenders in Office: 08/09/2020 up to 4:00 p.m. The complete details are available in our website www.icar-nrri.in

Assistant Administrative Officer

TERMS AND CONDITION FOR THE CONTRACT OF CANTEEN SERVICE

1. An amount of Rs. 10,000/- (Rupees Ten thousand only) towards Security Deposit in shape of demand draft drawn in favour of the Director, NRRI, Cuttack-6 payable at SBI, Nayabazar (code No. 2094) has to be deposited by the Contractor.
2. Existing furniture/utensils and some other items as available in canteen will be provided by the NRRI free of cost. These items shall be maintained in good condition by the contractor during the contract period and the same will be returned to this office in workable condition at the time of the completion of the contract. Any loss or damage by the Contractor in this regard will be assessed and recovered from the security amount. For Handing over/Taking over the equipment, furniture, crockery and utensils etc, as available, he may contact I/c Farm Manager of this Institute for the needful.
3. Water/electricity will be supplied free of cost for use in cooking of food, cleaning utensils and keeping the premises clean and tidy. **No electric heater will be allowed.**
4. The Security Deposit will be refunded or adjusted against if any loss to the official property after the expiry of the contract. No interest will be paid on the security money deposited with the Council.
5. **The contractor will not be allowed to sublet the contract. In case it is found, the contract will be terminated and security amount will be forfeited.**
6. The contract can be terminated at a notice of one month by either party.
7. The contractor can be responsible to observe the provision of the labour and food laws Central or State Govt. in force. He will keep the kitchen dining hall and other related areas of canteen always in order, in neat and clean condition and food items will be prepared under hygienic conditions.
8. All items used in cooking should be of 'Agmark' quality.
9. The contractor will provide room service for official visitors/meeting and also provide snacks, tea, lunch, meals etc. for official function at the campus as per requirement without any extra service charges.
10. The contractor will also arrange to serve the refreshment/food to the various committees/meetings as and when held with prior information.
11. No subsidy will be admissible for running the canteen.
12. Timing of canteen will be **8.30 AM to 5.00 PM** during office working days. However, it may remain open up to **9.00 PM** for serving dinner to trainees/farmers. Night stay in the canteen office premises of the staff/workers deputed by the contractor is not allowed.
13. If needed the contractor will open the canteen during holidays/meeting days also.
14. Serving food, tea, snacks etc. outside NRRI premises is not allowed.
15. The contractor must ensure that the workers to be engaged by him should be well mannered having good behavior and having no anti-social background or police record in past.
16. The workers should be neat and clean and will be given the dress code (white apron) by the service provider.
17. The contractor has the responsibility to follow the minimum Wages Act, Contract Labour Act, etc. for his workmen.

18. The contractor must take adequate safety measures while carrying out the work. The Institute will not be responsible for any damage/injury/death etc. caused to any of his/her workmen during execution of work and it will be the sole responsibility of the contractor.
19. The contractor must ensure that no assembly should be held of outsiders/friends in the canteen office premises, if found so the contract may be terminated and action as deemed fit will be taken against the contract as per law.
20. The conduct of contractor will be closely watched in the first month followed by the subsequently period of contract. If found unsatisfactory the Competent Authority has the right to terminate the contract without any notice.
- 21. Engagement of Child Labour is strictly prohibited.**
22. The contractor is bound to accept order for preparation of additional food items.
23. The contractor will display the approved rates of all the eatable articles to be sold by him in the canteen. Eatable left over at the end of the day shall not be sold the next day.
24. Payment of canteen staff employed by parties/contractor/caterers must be released by 10th of every month. In case, it is noticed and complaint is received from staff that their payment has not been released and then Institute empowered to release the amount from their Security Money accordingly.
25. Price of the food items i.e. lunch, tea, snacks etc. will be decided by the monitoring /canteen committee in consultation with the firm awarded with the contract.
26. The Director, NRRI, Cuttack-6 is the sole arbitrator for this contract and the decision of the Director, NRRI will be final and binding for any aspect of the contract.
27. The jurisdiction of this contract is Cuttack only.

Assistant Administrative Officer

TENDER INFORMATION

- A. Tender should be sent through Speed Post/Reg. Post/Courier services or must be dropped in tender box at NRRI, Cuttack)
- B. Tender (Single Bid: technical and financial) to be opened: **11/09/2020 at 11.00 A.M.**
- C. The Tender documents are available at institute website: www.icar-nrri.in can be downloaded from site.
- D. Corrigendum, if any for change or correction in the tender document by the Institute, may kindly be seen on our website only.

Note

1. Each tender form should also be accompanied with demand draft for an amount of **Rs.2,000/- (Rupees Two thousand only) as Tender Cost** in favor of "The Director, NRRI, Cuttack" payable at S.B.I, Nayabazar Branch, Cuttack (Code No.2094). **Tender without tender cost will not be accepted.**

Assistant Administrative Officer (Technical)

PRE-QUALIFICATION CRITERILA:

1. The firm should have at least one or two years of relevant experience of running similar establishments in a research/educational institute/private organization.
2. The firm should be financially sound.
3. The firm should be registered with the appropriate authority and should have valid trade/food license, PAN, GST Registration with appropriate authority to run the canteen.
4. Final selection of the bidder will be made based on highest price quoted by the firms and considering their credentials of EOI.
5. It is not binding on the Director, NRRI, Cuttack to accept the lowest or any tender and reserve the right to accept any tender or to reject any tender or all tenders without assigning any reasons whatsoever.

APPLICATION FOR CANTEEN SERVICES

Sl. No.	Description	Information
1.	Name of the firm	
	Complete Address	
2.	Contact Person/Representative of firm.	
3.	License No.	
4.	PAN No.	
5.	GST Registration No.	
6.	No. of Mess/Dinning facilities run in higher education institutions of central government (list to be enclosed with name of the institution Duration, nos. of students etc)	
7.	No. of Mess/Dinning facilities run in the other included with name of the origination, duration etc (List to be included with name of the organization, duration etc)	
8.	Whether quality Certification obtained for any of the Mess/Dinning facilities provided (copies to be enclosed)	
9.	No. Of employee : Regular/temporary (details to be enclosed)	
10.	Litigations, if any, connected with Mess/Food Work.	Yes/No (if yes, details to be furnished)
11.	Any other information the applicant wishes to Provide in support of their credentials. (If yes, details to be furnished.)	
12.	Amount Quoted per year.	

Date:

Signature with seal.

SCHEDULE-I

SCHEDULE OF QUANTITIES/ITEMS ALONGWITH RATES TO BE SERVED IN

NRRI CANTEEN, CUTTACK – 753006

Sl. No.	Name of Item	Weight/Volume	Rate (Rs.)
1	2	3	4
BEVERAGES			
1.	Tea	100 ml/cup	
2.	Coffee	100 ml/cup	
3.	Milk (Sweet)	200 ml/glass	
4.	Curd (Dhai)	100 gm	
5.	Soft drinks & other branded beverages		
6.	Ice cream		
SNACKS			
1.	Vada per plate (two pieces) with curry	50 gm / piece	
2.	Idli plate (three pieces) with curry	50 gm / piece	
3.	Samosa with sauce/ chutney	60 gm / piece	
4.	Upama with ghuguni	100 gm / plate	
5.	Poori plate (four pieces) with curry	100 gm / plate	
6.	Besan Pokoda with sauce/ chutney	100 gm / plate	
7.	Aloo chop with sauce/ chutney	50 gm / piece	
8.	Dahi vada (2 pieces)	2 pieces / plate	
9.	Vegetable chop	60 gm / piece	
10.	Bread pakoda (2 pieces) with sauce/ chutney	2 pieces / plate	
11.	Boiled egg	Per Egg	
12.	Masala Dosa (with Sambar & chutney)	200 gm / plate	
13.	Halwa	200 gm	
14.	Sandwich (Veg.)	2 pieces	
15.	Omlet	Single egg	
		Double	
16.	Paratha with ghuguni	2 pieces / plate	
17.	Chakuli with ghuguni	3 pieces / plate	
18.	Bread (2 pieces) with butter	Per plate	
SWEETS			
1.	Burfi Khoya (plain)	30 gm / piece	
2.	Rasogulla	40 gm / piece	
3.	Gulab jamun	40 gm / piece	
4.	Jalebi	100 gm / plate	
5.	Laddu Bundi/ Besan	50 gm / piece	

Date:

Signature with seal.

TERMS AND CONDITION FOR THE CONTRACT OF CANTEEN SERVICE

1. **Validity of Bid:** - The bid will be valid for 180 days from the date of opening of tender.
2. **Tender Cost Deposit:-**The tender should be accompanied with Tender Cost of Rs. 2,000/- (Rupees Two Thousand Only) in the form of **Demand Draft** from any commercial Bank in favour of Director, NRRI, Cuttack-753006 payable at SBI, Nayabazar (code No.2094).
3. **Security Deposit:-** An amount of Rs.10,000/- (Rupees Ten thousand Only) as a security Deposit in the form of Demand Draft from any commercial bank in the favour of Director, NRRI, Cuttack-753006 payable at SBI, Nayabazar (code No.2094) is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. No interest on Security Deposit shall be paid by the Institute to the tenderer.
4. **Agreement:** - The successful bidder will have to execute an agreement of the contract on non-judicial stamp paper of Rs. 100/- before undertaking the awarded contract.
5. **Period of Contract:** - The contract for running canteen at NRRI premises, Cuttack will initially be for a period of one year which can be extended on yearly basic on satisfactory performance of the agency on mutual consent for the maximum period of 2 years.
6. **Enhancement of quoted price:-** After the expiry of one year period of the initial award of the contract, the Contractor has to pay 10% increase of quoted monthly charges every year for the extender period.
7. **Space for canteen:** - The contractor shall confine its operations for running the canteen in the space earmarked to it. The contractor will have no ownership rights on the premises of NRRI and will not use NRRI premises as office address.
8. **Approved rates:** - The contractor will not increase the rates of serving items during the period of contract without prior permission of Competent Authority. Any addition to the serving items as per list and its rate will only be decided / fixed by the Director, NRRI, Cuttack in consultation with Canteen Committee and also the contractor will display the approved rates of all the eatable items to be sold by him in the canteen. The rates for different items shall be as per list enclosed at Schedule I.
9. **Credit Facility:** - The contractor will serve the food items during the various official meetings, as and when required on the rates approved by the Institute on bill basis subject to written order only. The credit bills will be raised to the respective Division/Sections for its early payment. No responsibility will be taken by the NRRI for credit sales to staff, visitors and others.
10. **Payment of License fee:** - The contractor has to deposit the monthly charges so offered as license fees for running the canteen in the Administrative Unit (DDO) of institute in the first week of every month.
11. **Crockery:** - The contractor will be provided the crockery, cutlery, kitchen utensils, Gas, Stove, Cylinder, Refrigerator etc. The crockery should be properly cleaned and used in good conditions & will keep the kitchen, dining hall always in a neat & clean conditions. Eatables will be prepared under hygienic conditions. Any loss or damage by the Contractor in this regard will be assessed and recovered from the security amount. For handing over/taking over the furniture, crockery and utensils etc, as available, the contractor will contact I/c Estate Manager of this Institute for the needful.
12. **Inspection:** - The Canteen Management Committee will have right to inspect the facilities maintained and food items sold/served by the vendor in presence of representative of the agency/contractor. Inspection report of such inspection shall be shared for taking appropriate remedial measure.
13. **Complaints:** - The NRRI and the contractor will address general complaints, if any, received from the public regarding operations of the Canteen. A suggestion box will be installed in the Canteen. Contractor will attend to the suggestions in consultation with the Management Committee.

14. **Food quality standard:** - For the preparation of eatables only healthy cooking oil "Agmark" will be used. The quality of the food items prepared and served by the contractor in the Canteen shall conform to the standard as prescribed. Further contractor shall also ensure the following:-
 - i. All fruits and vegetable and other ingredient shall be of standard quality.
 - ii. Chipped crockery / stained cutlery shall not be used.
 - iii. Any other item which is banned by the Government of India / Government of Odisha / Food Standard & Safety Dept. / Authority / Statutory Authority will not be used / sold at canteen.
15. **Water Charge:** - Water will be supplied free of charged for cleaning utensils, cooking of food and keeping the premises clean and tidy.
16. **Electricity Charges:** - Electricity will only be supplied free of charges in Dining hall, Kitchen and for fridge, water cooker, Hot case etc. Electricity should not be used for cooking purpose.
17. **Infrastructure Facility:** - The NRRI will provide infrastructure facilities including water cooker and necessary furniture, free of cost and the same shall be cleaned daily and should be maintained in the good condition by the Contractor during the contract and the same will be returned to this office in workable condition at the time of the completion of contract.
18. **Unlawful activities:** - No unlawful activities will be run by the contractor or his worker in the canteen and in the Institute premises. Drinking of alcohol etc. and smoking will not be allowed by the canteen. Narcotics, etc. will not b sold by the contractor.
19. **Deployment of staff:** - The contractor shall ensure deployment of sufficient staff and replenishment of their strength for the smooth functioning of the Canteen as well as for serving of food items in the Canteen. The contractor shall provide proper uniform to its staff for identification.
20. **Canteen Timings:** - An authority executive of the contractor shall be present for managing the catering service at all times during the operation timings from 8.30 A.M. to 5.00 P.M. in the Institute Canteen, unless services are required by Director, NRRI beyond that time for which information will be provided in advance. Night stay in the canteen premises of the staff / workers deputed by the vendor is not allowed. Only a few labours (3 or 3) may stay in the late evening, if required, for seminars, meeting and other official activities etc. by seeking permission from NRRI authority.
21. **Statutory Obligations:-**
 - (a) The vendor will be responsible to observe the provisions of the labour law and food laws as applicable and in force. The NRRI will not entertain any representation or bear any liability in this regard. The contactor / vendor shall indemnify and keep indemnified NRRI / ICAR against all suits / libel of whatsoever in nature. The Contractor / vendor shall comply with all the statutory obligations in force without any liability being carried over on NRRI / ICAR.
 - (b) Contractor will bear the cost for a comprehensive general liability insurance covering injury to or death of any person(s) occurring in the areas of operation whether caused by negligence on the part of contractor or not throughout the term of the contract. In case of failure of the contractor vendor to perform their obligations / duties under the agreement including obtaining insurance policy, NRRI shall not be responsible for any consequence due to fault of the contractor / vendor in this regard.

- (c) The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, EPF & ESI remittance or any other prevalent laws both of Central & State Enactments.
- (d) The Contractor shall not engage any minor as per the Child Labour Act, 1986 at the canteen.
- (e) The Contractor shall abide by all laws of the land including labour laws, tax deduction liabilities, and welfare measures of its employees and shall possess / obtain all necessary licenses for running a canteen.
22. **Menu:** - The schedules issued with the form of tender listing the menu etc. For Canteen services to be rendered, must not be altered by the tenderer. (As per schedule-I)
23. **Sole proprietor/partnership/Company:-**
- (A) Individual signing the tender or other documents connected with the tender must specify whether he signs as:-
- I. A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - II. A partner of the firm if it is a partnership firm, in which case he/she must have authority to execute contracts on behalf of the firm and refer to arbitration deputed concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
24. **Detail of Worker:** - The contractor will have to provide a list of workers who will be working in NRRI Canteen and provide complete details about them. The contractor will also make police verification and medical report of all his/her workers working within NRRI Canteen.
25. **Identity and Uniform:** - The contractor will ensure neat and clean dress/clothes and aprons used by his/her employees handing food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the Contractor at his own cost. The canteen workers will bear the Identity Card issued by NRRI, Cuttack during the working hours.
26. **Restriction on Sale:** - Breakfast/Lunch should not be supplied outside the NRRI by the contractor. However, it will be permissible for seminars, meetings, training, student/staff parties etc. being held in the campus.
27. **Loss to NRRI Property:** - The contractor will ensure that his/her employees do not loiter around in the campus. In case of any loss of NRRI caused by the employees of the contractor, the contractor will be responsible to make good the loss so sustained.
28. **Hygiene (a)** The contractor will make the arrangement for keeping all eatables in covered showcase, free from flies and insects. Adequate numbers of dustbins will be provided by the contractor and shall ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will ensure that the cooks have proper shave and clipped nails while cooking food and should wear apron and head gear. The Contractor will ensure that the cook and uncooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized besides legal action.

(b) The raw materials used for cooking can be checked by NRRI official at any time and if substandard / unauthorized materials are found, the contractor will be penalized at the discretion of NRRI and contractor will have to abide by it.

29. **Safety Measures:** - The Contractor should take all safety measures while running Canteen. The Fire Extinguisher, First-Aid box for the persons deployed to work in canteen will be provided by the institute.
30. **Legal Right:** - No legal right shall vest in the contractor's workers to claim employment or otherwise absorption neither in NRRI nor the contractor's workers shall have any right whatsoever to claim the benefit and / or emoluments that may be permissible or paid to the employees of NRRI. The person engaged by the firm will not be an employee of NRRI/ICAR and there will be no employer-employee relationship between the NRRI/ICAR and the personnel so engaged by the contractor. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to its workers before deputing them to work at NRRI.
31. **Sub-letting:-** The contractor shall not engage the services of any services of any sub contractor or transfer the contract to any other person, if it is found at any time that the contractor is unable to provided the canteen services and has sub contracted to any other party, the NRRI has right to terminate the contract and to forfeit all security deposits by giving one months notice.
32. **Notice from contractor side:** - The contractor will give three months advance notice for terminating the contract failing which the security deposit will be forfeited.
33. **Termination of Contract:-** (a) without prejudice to right under any other clause of the contract, the Director, NRRI may in the event of any breach of the conditions on the part of contractor cancel the contract and charge the contractor with any loss arising from such cancellation.
- (b) Decision of Director, NRRI shall be final for any aspect of the contractor and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, NRRI. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996.
- (c) The Director, NRRI reserves the right to cancel contract at any time or before the contract agreement by giving one month notice without assigning any reasons thereof.
35. **Legal Jurisdiction:** - All Legal disputes arising under this contract shall be subject to jurisdiction of Cuttack only.

DRAFT AGREEMENT

This agreement is made at NRRI, Cuttack-753006 (Orissa) on dated_____ between National Rice Research Institute, Cuttack-753006 (Hereinafter called Institute) through Director, National Rice Research Institute, Cuttack-753006 which term shall include its successors, assignees etc. on the first part and Firm Name (hereinafter called the Firm) which term shall included its authorized representative, successor, assignees etc. on the other part.

Whereas the National Rice Research Institute, Cuttack-753006 (Institute) has decided to assign the job work contract for "Running of Departmental canteen at NRRI, Cuttack-6" to the farm on the term and condition hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

TERMS AND CONDITIONS:

1. The rates as well as the contract shall remain valid for a period of one year.
2. The rate contract is inclusive of supply of the materials, spares / repairing of the pumps and delivery F.O.R. / destination, i.e. NRRI, Cuttack-6.
3. The repairing works has to be attended as and when required on urgent basic. During the period of repairing, substitute submersible / Turbine pump should be provided by the contractor for CRRRI use, so that continuous water supple can be made.
4. Payment will be made through e-payment on submission of pre-receipted bill in triplicate after satisfactory completion of supply and repairing, by the Indenter/Chairman (CMU/EMU). The bankers details with account number, IFC Code should be clearly furnished on the body of the bill for effecting e-payment.
5. Taxes viz Income Tax, Cess on IT, GST (as per applicable) and such other taxes levied by Govt. from time to time will be deducted from the work bill.
6. The minimum rate of wages as prescribed by Central Labour Commissioner (Central) time to time has to be followed by the contractor.
7. In case of violation of any provision of labour laws rules and regulations thereof governing in the field, NRRI will not be responsible for the fault of the contractor.
8. The records, muster roll, wages register etc. as per the requirement of the Labour Enforcement Officer (Central) must be maintained by the contractor. Any deviation or irregularity in maintenance of records or observance of labour Acts brought to the notice of the Director, NRRI, Cuttack-6 by the labour Department would be treated as lapses of the contractor and the contract will be terminated forthwith.
9. All liabilities in respect of statutory obligation on account of various laws/acts of the Central Govt. like Contract Labour Act, EPF Act. Minimum Wages Act and any other Act related to contract labour that applicable to carry out the repairing work shall be borne by the contractor. The liabilities of CRRRI will be limited to the payment to the contractor, "the Director, NRRI has no liability towards the employment of the manpower/workers provided by the Contractor".
10. The workers of the contractor cannot become members of any trade union in NRRI or take part in agitation activity and if they are found to be so participating they will be changed/removed by the contractor from assignment in NRRI with due replacement, forthwith.
11. The contractor has to provide one year guarantee period for any major works of above rupees one thousand.
12. The Director, NRRI, Cuttack reserves to himself the right to cancel / terminate the contract at any point of time without any prior notice.
13. All disputes including Court Proceedings shall be settled within the Jurisdiction of Cuttack only.
- 14) The terms and condition as stipulated in the Work order and enclosed herewith, shall be part of the agreement.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

(For the Institute)

Witness:-

- 1.
- 2.