

**TENDER DOCUMENT**

**FOR**

**MANPOWER SUPPLY FOR CATERING SERVICES  
TO THE HOSTELS  
OF  
TEZPUR UNIVERSITY**

**Tender No. : TU/ 27-99/2016/ GA-I/ 3134-A Dated  
03.11.2016**



**TEZPUR UNIVERSITY  
TEZPUR, NAPAM, 784028  
ASSAM**



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**Joint Registrar**  
Tezpur University



## IMPORTANT INSTRUCTIONS

1. This Tender Document contains 26 Pages.
2. Read the tender document carefully before filling.
3. Sign each page with seal.
4. **PART 'A'** should contain
  - a) Tenderer Profile, with all relevant signed documents as mentioned in Terms & Conditions in Part III and the documents and experience details as mentioned in PART 'A' Proforma
  - b) Tender Fee
  - c) Earnest Money Deposit (EMD)
  - d) Sealed the cover with superscription **TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY: PART 'A'**.
5. **PART 'B'** should contain only Financial Bid.
  - a) Sealed the cover with superscription **FINANCIAL BID FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY: PART 'B'**.
6. **PART 'A'** and **PART 'B'** (separate sealed covers) needs to be put in one cover and seal it and addressed to “**The Registrar, Tezpur University, Tezpur 784028, Assam**” with superscription on the cover as **TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY**, No. TU/ 27-99/2016/ GA-I/ 3134-A Dated 03.11.2016 and send to Tezpur University and it should reach before the last date and time.
7. Tender document needs to be downloaded from Tezpur University Website ([www.tezu.ernet.in](http://www.tezu.ernet.in)). Complete tender document should be accompanied with tender fee (non-refundable) of Rs. 5,000/- (Rupees Five Thousand) and EMD of Rs 25,000 (Rupees Twenty Five Thousand) for each hostel quoted in the form of Demand Draft, drawn in favor of “**Registrar, Tezpur University**”, payable at Tezpur. Tenderer who had participated in NIT No. No. TU/ 27-99/2016/ GA-I/ 1252-A, Dated 04.07.2016 need not pay the Tender Fee again. However, they have to submit the required EMD(s).Tender document without the above prescribed fee will not be considered.
8. Important time schedule:

Last date of Tender submission	: 1400 hours on 24.11.2016
Opening of Tender (only PART 'A')	: 1500 hours on 24.11.2016
Starting of operation of Hostel mess	: 600 hours on 16.01.2017

**Joint Registrar  
Tezpur University**



## **PART I**

### **SCOPE OF WORK**

There are **Seven numbers** of Women's Hostel and **Five numbers** of Men's Hostel in the Tezpur University campus. The student capacities of each hostel are different. The scope of the work includes preparing food and serving breakfast, lunch, evening snacks and dinner to students, guests, and visitors of the hostels, as per the menu suggested by Mess Committee/Mess Managers of the concerned hostel and also to maintain the hostel, mess and its surroundings clean including the drainage . The cook and menials (hostel staff) have to work under the instructions of Warden/Mess committee/Mess managers of the respective hostel.

## **PART II**

### **JOB SPECIFICATIONS**

- (a) To provide breakfast, lunch, evening tea/coffee with snacks and dinner. The numbers of students (boarders) are different in each hostel and also may vary from time to time.
- (b) The food has to be prepared in clean, hygienic and safe conditions as per the menu provided by the Mess managers/Mess committee.
- (c) The kitchen, dining hall, hand wash area, dish wash area etc. has to be washed with water and soap solution and moped, after every meal (breakfast, lunch, snacks and dinner) and has to be disinfected as and when required.
- (d) The garbage collected from the kitchen, dining halls, dish wash area has to be disposed off every morning at the University designated places by separation of bio-degradable waste from non-biodegradable waste. The hostel surroundings including the drains must be kept clean and hygienic.
- (e) High quality of hygiene, sanitation and safety has to be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.
- (f) The mess will be opened at 6:00 a.m. by collecting the key from the Security personal and will be closed by 10:30 p.m. and key should be deposited to Security personal every day. Any changes in the timings will be approved by the concerned authorities of the hostel.



- (g) After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, utensils etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and hot water and should be available to use for cooking the next meal.
- (h) Water coolers and purifier and all other appliances used in cooking process should be cleaned and maintained as per the instructions by the Warden/Mess managers/Mess committee.
- (i) The utensils, tea spoons, table spoons, forks, knives, stainless steel tumbler glass, small bowls etc. which are provided by the University should be counted once in a month and the contractor will be responsible for the loss of any items and make the loss if it is found short.

### **PART III**

#### **TERMS AND CONDITIONS**

[1] General definitions

- (a) “Registrar” means the Registrar of Tezpur University or his/her authorized representative.
- (b) “University” means Tezpur University, if otherwise not mentioned.
- (c) “Students’ Mess” means Students’ Mess in the different hostels of Tezpur University.
- (d) “Contractor” means the Tenderer who would be the successful Tenderer in the bidding process.
- (e) “Warden”, “Associate Warden”, means Warden, Associate Warden (generally faculty members of the University) appointed by the University authority.
- (f) “Mess Managers”, “Mess committee” means students or group of students selected by Warden of the respective hostel.

- [2] Tenderer should be a registered and licensed contractor and must have a minimum **Three Years** experience in providing manpower for catering services to the Student’s Hostels of Universities, IIT’s, IIM’s, NIT’s and Government Research Organizations and Colleges. Appropriate documents/Certificate of Performance issued from appropriate authorities should be enclosed duly



indicating the period of contract, numbers of personal engaged on annual basis and amount of annual payment received to support this.

- [3] Hostel(s) will be allotted to qualified Tenderer(s). Tender may be submitted for one or more numbers of hostels. Hostels will be operating from the morning of 16.01.2017.
- [4] The contractor shall engage specified numbers of staff as directed by University for preparing breakfast, morning/evening tea, lunch and dinner. The time schedule for each meal will be fixed by the Mess committee of the concerned hostel. It may vary from hostel to hostel.
- [5] The contract agreement shall be valid for a period of **Three years** renewed from the date of commencement of offering the service. However, the contract period will be assessed every year based on the satisfactory performance before renewal every year. The contract agreement may be terminated within the contract period on either side by giving one months notice and may also be extended beyond three year period up to maximum **Five years** on satisfactory service.
- [6] Maintenance of cleanliness and the hygiene of the kitchen, dining hall, store, and adjoining areas of the mess will be the responsibility of the contractor. The contractor's responsibility will also include the cleaning, washing and proper maintenance of all utensils, cooking accessories and equipment, etc. used for the catering service.
- [7] The hostel mess shall be controlled by the Mess managers/Mess committee (Student) and the staff engaged by the contractor shall act as per instruction of the Warden/Mess committee/Mess managers of the concerned hostel.
- [8] The University shall decide the number of cook and menials (hostel staff) to be engaged by the contractor in each Hostel.
  - (a) The contractor will maintain the agreed engagement of staff on all days of the month.
  - (b) The contractor shall ensure presence of correct number of staff on duty. Staff suffering from sickness/diseases shall be replaced with substitute immediately.



- [9] In the event of the illness of any of the staff engaged by the contractor or any of the staff not discharging the assigned duties properly, the contractor will replace with substitute(s) immediately on his/her own expense with intimation to the Warden. In case of shortfall in supply of manpower, the payment will be deducted at the rate of 1.25 times of the applicable wages in addition to the penalty as specified under Penalty Clause.
- [10] The University shall provide utensils, cooking stoves and other necessary equipment and accessories required in the kitchen.
- [11] The contractor shall be wholly responsible for any misuse, abuse, damage and loss of any items of University property assigned for providing the catering service.
- [12] Tentative requirement of staff (cooks and menials) is given below. The following minimum numbers of manpower, specified category wise should be available daily in each mess. The University may change the number of staff in the hostel as and when it find suitable for this.

Name of the Hostel	Tentative students' strength	Tentative numbers of Cooks & Menials (Hostel staff) in each hostel
<b>Women's Hostel</b>		
Dhansiri Women's Hostel	178	2 Cooks + 8 Menials=10
Bordoichila Women's Hostel	150	2 Cooks + 8 Menials = 10
Pragiyotika Women's Hostel	150	2 Cooks + 8 Menials= 10
Subonsiri Women's Hostel	200	2 Cooks + 10 Menials= 12
New Women's Hostel	146	2 Cooks + 08 Menials= 10
Pobitora Madam Curie Women's Hostel	316	3 Cooks + 15 Menials= 18
Kopili Women's Hostel	200	2 Cooks + 10 Menials= 12
<b>Men's Hostel</b>		
Nilachal Men's Hostel	400	3 Cooks + 20 Menials=23
Charaideo Men's Hostel	282	2 Cooks + 14 Menials = 16
Kanchanjunga Men's Hostel	420	3 Cooks + 21 Menials= 24
Patkai Men's Hostel	448	3 Cooks + 22 Menials= 25
SCVR Men's Hostel	447	3 Cooks + 22 Menials= 25

- [13] The successful tenderers shall have to deposit security amount which will be free of interest, immediately after commencement of the contract. The security deposit is for due performance of his/their obligations under the contract,



during the contract period. The security deposit for each hostel is Rs. 1, 00,000 (Rupees One Lakh) only.

- [14] This security deposit is to be furnished in the form of FD/ Bank Guarantee of SBI or any nationalized banks or scheduled commercial banks having branches at Tezpur pledged in favour of Registrar, Tezpur University. The security deposit will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit will be refunded within 60 days after adjusting dues, if any, to the University from the contractor.
- [15] University may provide unfurnished accommodation to the essential staff of the contractor free of charge and staff shall avail only the allotted accommodations. The accommodation provided to the staff, shall be handed over to the University on termination of the contract or at any time at the instruction of the University.
- [16] The contractor shall provide uniform in his/her/their cost for the staff engaged in the hostels with Navy Blue Shirt & Trousers for male workers and Navy blue bordered Light Blue Saree or blue salwar with white kameej for female workers. Wearing of uniform is compulsory while attending the duties. The cloth materials of the uniform shall be of cotton. The cooking staff must wear head gear while working inside the kitchen. Apron is must for cook and hand towels must be supplied to all the mess workers by the contractors.
- [17] University shall be on vacation from 1st January to 15th January and 1st June to 22th July during which hostels will remain closed. The actual dates of vacation may vary year to year. During this period some of the staff will be retained for running the hostel mess and for cleanlines . The number of staff to be deployed shall be approved by the Registrar and others will be released. The released staff shall not be entitled for any payment.
- [18] The contractor shall have to submit all credentials of the staff employed by the contractor. The competent authority of the University will issue passes with Photo identity cards allowing them to work in the hostel.
- [19] The staff engaged by the contractor must act decently without involving in drinking of alcoholic beverages, smoking, chewing *gutka* or picking up quarrel with fellow employees or students and others in the Hostel and on the campus.





- [20] Staff engaged at the hostel will not loiter and move around in the residential area/ guest house.
- [21] The contractor shall be responsible for payment of claims for compensation due to loss of life/injury etc. of any labour engaged in the work. Medical Insurance cover of the labour engaged by the contractor shall be the responsibility of the contractor, if ESI is not applicable. Payment of minimum wages as fixed by the Ministry of Labour & Employment, Government of India and modified from time to time must be ensured by the contractor.
- [22] The contractor shall submit the monthly wages bill not later than 7<sup>th</sup> of every month duly certified by the concerned hostel Warden. University shall make necessary arrangement for payment of the Wages to the staff engaged to their bank accounts. The attendance register must be produced to the concerned Mess Manager on daily basis for counter sign by the Wardens every month.
- [23] The contractor shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments including minimum wages being made to the staff. The contractor shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the University against all such liabilities, which are likely to arise out due to the contractor failure to fulfill such statutory obligations. Monthly submission of payment records to the University for EPF, ESI and Service Tax etc. shall be necessary for every hostel.
- [24] Any staff, who does not perform his/her duties satisfactorily and whose conduct is not good must be withdrawn immediately and replaced with a suitable replacement / substitute.
- [25] For Women's Hostels, only female menials (hostel staff) are to be engaged. In any case, child labor will not be allowed to be engaged by the contractor in any hostel.
- [26] The contractor must have a Office at Tezpur . He should be available on call and an authorized person needs to be stationed at Tezpur University by the contractor to act as the liaison with University.
- [27] Successful contractor shall execute an agreement on a prescribed format. Sub-letting/Sub-contracting the work is not permissible under any circumstances.



[28] Tender document should be complete in all respects. All the documentation in the tender should be in English.

[29] The University reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the Vice-chancellor, Tezpur University shall be final and binding.

## **PART IV**

### **JOB DESCRIPTIONS OF STAFF IN MESS**

#### **A. COOK**

##### **Skill**

- Should have worked for at least **Two years** in hostels of a reputed Institute as described or large catering establishment.
- Should be specialized in East and North Indian dishes, both vegetarian and non-vegetarian dishes and have knowledge in preparing popular Chinese dishes and sweets.
- Should have knowledge of operating various modern kitchen equipments and maintaining hygiene standards.
- Should be willing to work in shifts both straight and break shifts.

##### **Job description**

- Should take charge of the kitchen as a Head Cook and direct other staff in preparation of the menu fixed by Mess managers.
- Should maintain hygienic, cleanliness and safety requirements.
- Should indent sufficient quantity of provision and other material for preparing the day's menu.
- Should guide or assist other kitchen staff in using the various modern kitchen equipments, which are available in the kitchen.
- Should be responsible for the safe custody of raw items and prepared food items during his/her duty timings.

#### **B. MENIAL OR HOSTEL STAFF**

##### **Skill**

- Should have worked at least **One Year** in hostels of a reputed Institute as described or large catering establishment.



- Should have knowledge of the methods and practice of large-scale food preparation.
- Should be able to take full charge of Dining Hall activities.
- Should have knowledge of basic kitchen sanitation methods.
- Ability to perform works requiring considerable standing and light - medium physical effort, under hot working conditions.

### **Job description**

- Should wash/peel and/or cut various ingredients to prepare for cooking or serving and inspect cooking equipments, kitchen equipments and work areas in order to ensure cleanliness and functional operations.
- Should assist the cooks in cooking and prepare rice, vegetable curry, chapatti, puries and other dishes etc.
- Should be able to use manual and electrical appliances for atta kneading and Roti Making Machine, cutting vegetables, wet grinding, Potato peeler etc.
- Should clean the dining tables and dining hall before every meal and also after every meal with water soap solutions.
- Should clean the dining tables soon after the boarder vacates the dining table after every meal.
- Should keep the dining hall very clean and tidy at all times.
- Should clean the exhaust system, filters, burner stoves, and other kitchen equipments after use.
- Should clean the dining hall, kitchen and surrounding area and drains.
- Should do any other duties assigned to them from time to time.

## **PART V**

### **SUBMISSION OF TENDER AND EVALUATION**

#### **A. ELIGIBLE TENDERER**

The tenderer shall provide sufficient documentary evidences to satisfy the following conditions that the tenderer is:

- [1] a registered and licensed contractor and have a minimum **Three Years** of experience in supplying/engaging manpower for catering services to the Student's Hostels of Universities, IIT's, IIM's, NIT's, and Government Research



Organizations Colleges. Appropriate documents/Certificate of Performance issued from appropriate authorities are enclosed duly indicating the period of contract, average numbers of personal engaged on annual basis, and annual payment received to support this. The details must be submitted in the Proforma given in **PART 'A'** section of the tender document.

## **B. TENDER DOCUMENT**

- [1] Tender document can be downloaded from the University Website ([www.tezu.ernet.in](http://www.tezu.ernet.in)) and filled-in tender document be submitted along with tender fee (non-refundable) of Rs. 5,000/- (Rupees Five thousand) only in the form of Demand Draft, drawn in favor of “**Registrar, Tezpur University**”, payable at Tezpur. Otherwise, the tender document will be summarily rejected. No Tender document shall be issued from the office. Tenderer/Parties who had participated in NIT No. No. TU/ 27-99/2016/ GA-I/ 1252-A, Dated 04.07.2016 need not to pay the Tender Fee again except the required EMD(s).
- [2] Tender document should be accompanied with an EMD of Rs. 25,000/- (Rupees Twenty Thousand) only, by way of Demand Draft drawn in favor of “**Registrar, Tezpur University**” for each hostel quoted. EMD will not carry any interest and the same will be refunded to the unsuccessful tenderer within 30 days from the date of tender opening or finalization of the tender process (issue of work order) whichever is later. Any tender without EMD in ‘**PART-A**’ shall be rejected by Tezpur University.
- [3] The tenderer shall furnish the Tender Fee and Earnest Money Deposit (EMD) in the form of demand draft only.
- [4] The tenderer is expected to examine all the instructions, terms and conditions, etc. as mentioned in the tender document. Failure to furnish the required information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer risk and is likely to result in out-right rejection of the tender document.
- [5] At any time prior to the due date for submission of the tender, Tezpur University may, whether at its own initiative or as a result of a request for clarification/suggestion by a prospective tenderer may amend the tender document by issuing a notice.



- [6] Validity of the contract offer should be for the entire contract period from the proposed date of opening of the **PART 'A'** of the tender document. Tenders without this validity will be rejected. In exceptional circumstances, University may solicit the consent of the tenderer to an extension of the period of validity of the offer beyond the contract period. The request and the response there of shall be made in writing.
- [7] The tenderer shall submit all the rates in Indian Rupees only, on the format for Financial Bid: PART 'B' of the tender document.
- [8] Important schedule:
- |                                   |                            |
|-----------------------------------|----------------------------|
| Last date of Tender submission    | : 1400 hours on 24.11.2016 |
| Opening of Tender (only PART 'A') | : 1500 hours on 24.11.2016 |

### **C. SUBMISSION OF TENDER DOCUMENT**

- [1] The first envelope should be superscribed as **'TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY: PART 'A'** at top of the envelope and name and address of the tenderer should be given at the left hand side bottom of the envelope. The first envelope should be addressed to **'Registrar, Tezpur University'** along with the following documents: (a) Demand Draft of Rs. 5,000/- as tender fee (b) Demand draft of Rs. 25,000/- as EMD for each hostel quoted (c) Filled-in **Part 'A'** proforma and (d) All other supporting documents except the Financial Bid.
- [2] The second envelope should be superscribed as **'FINANCIAL BID FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY: PART 'B'** at the top of the envelope and name and address of the tenderer should be given at the left hand side bottom of the envelope. The second envelope should be addressed to **'Registrar, Tezpur University'** with Financial Bid only in the prescribed format.
- [3] The third envelope should be superscribed as **'TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY'**, No. TU/ 27-99/2016/ GA-I/ 3134-A Dated 03.11.2016 at the top of the envelope and name and address of the tenderer should be given at the left hand side bottom of the envelope. The third envelope should be addressed to



'Registrar, Tezpur University, Tezpur, 784028, Assam' shall contain the first and second sealed envelopes only.

- [4] Tenders received after due date and time will not be considered. Tenders received late due to postal delay or otherwise will not be considered.
- [5] Tenderer should enclose Income Tax Return (last three years), TIN/ TAN/ PAN No., Professional Tax, Sales Tax and Service Tax Registration Nos. along with **PART 'A'** proforma apart from Appropriate documents/ Certificate of Performance issued from appropriate authorities duly indicating the period of contract, numbers of personal engaged on annual basis and amount of annual payment received to support his/their tender.
- [6] All the pages of the tender document must be signed and the envelopes be sealed by the tenderer or the authorized person on behalf of the tenderer.

#### **D. TENDER OPENING AND EVALUATION**

The procedure of opening of the bid shall be as under

- [1] First envelope, which contains '**PART A**' shall be opened at the time and date mentioned in the notice in the tender by Tezpur University in the presence of tenderer, or their authorized representatives along with the committee formed by Tezpur University to evaluate the Tenders.
- [2] The evaluation of **PART 'A'** will be based on the *(i) completeness of the tender document, (ii) years of experience in providing catering services in Universities, IIT's, IIM's, NIT's or Government Research Organizations, Colleges (iii) average numbers of person engaged on annual basis, (iv) experience in catering services in Women's hostel (only applicable to Women's Hostel contract selection) and (v) based on the certified relevant document against in its each claim.*
- [3] Second envelope **FINANCIAL BID: PART 'B'** shall be opened only after evaluation of **PART 'A'** suitability of the offers. Second envelope of only those tenderer shall be opened who qualify in the **PART 'A'** evaluation. The date and time for opening of second envelope (Financial bid) shall be communicated (electronically), who qualify in the **PART 'A'** evaluation.
- [4] Unsuccessful tenderer who does not qualify in PART 'A' evaluation process shall be informed (electronically) the reasons for not qualified.



- [5] Deviation of any commercial terms and condition shall not be entertained under any circumstances.
- [6] All the tenderer shall essentially indicate the break-up of costs including Taxes as shown in the Financial Bid PART 'B'.
- [7] Contract should ordinarily be awarded to the lowest quoted (L1) tenderer whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document. A single party may not get allotment for all the hostels. In this case, average numbers of personal engaged in last three years will be considered for allotment of numbers of hostels and next lowest bidders (L2 or L3) may be considered, if otherwise found suitable, and agrees upon to work at L1 price.
- [8] An agreement shall be signed between Tezpur University and the successful tenderer/contractor(s) before commencement of the work.in a Rs. 20/- (Twenty) Non Judicial Stamp Paper .

## **PART VI**

### **TERMS AND CONDITIONS AS PART OF AGREEMENT**

- (a) **Disputes:** All disputes that may arise shall be referred to the Registrar, Tezpur University, whose decision shall be final.
- (b) **Insurance to Employees:** All employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his/their cost.
- (c) **Duration of the Contract:** The duration of this contract is for a period of **Three years** from the date of commencement of offering the service. However, the contract period will be assessed every year based on the satisfactory performance before renewal. The agreement of contract may be terminated within the contract period on either side by giving one months notice and may also extended beyond three year period up to maximum Five years period based on satisfactory service.
- (d) **Payment Terms:** The payment will be made monthly based on satisfactory completion of contract services and related miscellaneous works mentioned in Scope of Work and Job Specifications and as per actual manpower supplied. In case of shortfall in supply of manpower, the payment will be deducted at the rate



of 1.25 times of the applicable wages in addition to the penalty as specified under Penalty Clause. The bill should be submitted within the first week of the billing month even if payment is delayed due to technical reasons and payment will be made within 30 days from the certification of the bill by Warden who will supervise the work at the hostel. The University shall deduct the Income Tax and other mandatory deductions as per rule. Service Tax will be paid as per rules and as per submission of bills & other relevant documents.

- (e) **Users Satisfaction Certificate:** The works attended to as per job specification and scope of work, vis-à-vis scheduled work and its satisfactory completion has to be certified by the Warden of the concerned hostel, before release of any payment.
- (f) **Indemnity:** Any loss or damage caused to the University on account of negligence, carelessness, acts of omissions/commissions of contractor, his/her/their employees or staffs and the same shall be made good by the contractor. It is made very clear that the employees/staff engaged by the contractor shall not be treated or considered as employees of the Tezpur University under any circumstances. The contractor shall defend, indemnify and hold the University 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 University shall not be liable for any damage or compensation payable to any workmen or workwomen or to any person as a consequence of his or her work and the University shall be completely indemnified accordingly.
- (g) **Security Deposit:** The successful tenderers shall have to deposit security deposit of Rs. 1,00,000/- (Rupees One Lakh) only against each hostel before the commencement of the contract. The security deposit is for due performance of his/their obligations under the contract, during the validity. This security deposit is to be furnished in the form of FD/ Bank Guarantee of SBI or any nationalized banks or scheduled commercial banks having branches at Tezpur pledged in favour of Registrar, Tezpur University. The security deposit will be forfeited in case of breach of contract. The security deposit furnished by the contractor will not carry any interest and will be refunded:





(i) On completion of contract period entrusted to the contractor satisfactorily. If the work is not satisfactory, or any damage or loss of University Property, he/she/they is (are) liable for forfeiture of security deposit amount deposited.

(ii) On producing the proof of compliance of submission of Provident Fund, Minimum Wage etc. documents.

**(h) Contract Term:** If the contractor fails to carry out the entrusted contract services and related miscellaneous works as per the Scope of Work and Job Specification, Tezpur University reserves the right to impose penalty as specified in the Penalty Clause and has the right to get the work done through someone else as per the discretion of the University. The books of accounts regarding attendance, wages paid, PF Accounts etc., are to be maintained properly and produced for inspection to the University, whenever asked for and the University can take penal action for non-compliance.

**(i) Workers employed by the contractor:**

- Shall not act in any way detrimental the interest of the University and not participate in any strike or protest in any form.
- Are not employees of the University and shall not have any claim whatsoever on the University.
- All personnel appointed by the contractor shall wear approved uniforms provided by the contractor at his/their costs during working hours.
- Have to follow the security instructions as directed by the Security Officer of Tezpur University or concerned authorities of the University.
- All the staffs are required to do their duty maintaining hygiene, cleanliness and safety.
- The list of workers profile has to be submitted to University for approval and should be employed only on the approval by the University.
- Should not be convicted of committing any crime.
- Should not be a Child Labour.

**(j)** The rate quoted by the contractor shall include all the component of taxes as applicable to works and service contract, if any.



- (k)** Whenever any claim for the payment of whether liquidated or not, money arises out of or under this contract against the contractor, the University shall be entitled to recover such sum by appropriating in part or whole, the security deposit by the contractor. In the event of security deposit money being insufficient, then the balance or the total sum recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contract under this or security deposit shall be withheld till such claims of the University and finally adjudicated upon and paid by the contractor.
- (l)** There will be a periodical evaluation of the work done by contractor from time to time, and he/they will be informed about the same.
- (m)** The contractor shall comply with all the requirements under labour and other relevant laws and maintain the required documents. 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.

## **PART VII**

### **PENALTY CLAUSE**

- [1] Work not done satisfactorily would be recorded and rejected for payment. Reasons for rejection would also be recorded.
- [2] Two or more complaints of insects, hair, threads etc. found in any meal would invite a fine of Rs. 2000/- on the contractor.
- [3] Five or more complaints of unclean utensils in a day would lead to a fine of Rs. 2000/- on the contractor.
- [4] If Mess managers or Mess committee find that certain meal is not cooked properly then a fine of Rs. 1000/- would be imposed on the contractor.
- [5] Fine on any discrepancy ( cleanliness of kitchen area, dining area, drains, personal hygiene of workers, etc.) will lead to fine of Rs. 2000/- on the contractor.
- [6] For any rules stated above
- First violation of the rule implies fine as per the rule.
  - Second violation of the same rule in the same calendar month will attract triple the initial amount of fine for the contractor.



- All subsequent violations of the same rule in the same calendar month would invite five times the initial amount of fine.
  - Repetitive violation of rules may lead to termination of the contract.
- [7] 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.
- [8] As and when Mess managers or Mess committee proposes a fine it will inform the representative of the contractor and fine will be imposed by the Warden. In the subsequent month bill, fine amount will be noted and advice for deduction will be given to the Finance Section of the University by the concerned Warden of the hostel.

**Joint Registrar**  
Tezpur University



## **PART VIII**

### **DECLARATION BY THE TENDERER**

I/We ..... (hereinafter referred to as Tenderer) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, etc. as mentioned in the tender document do hereby declare that-

- [1] The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the execution of the work.
- [2] The tenderer is fully aware of all the relevant information for the work, with respect to the proposed place of work, and is well acquainted with actual and other prevailing working conditions.
- [3] The tenderer is capable to carry out the work as required in the tender and is financially capable to execute the work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of Tezpur University.
- [4] The tenderer has no collusion with other tenderer or with any other person or firm in the preparation of the tender. The tenderer has not been influenced by any statement or assurance made by any of Tezpur University employees but only by the tender document.
- [5] The tenderer is responsible for payment of claims for compensation due to loss of life/ injury etc. of any staff/labour engaged in the work. Medical Insurance cover of the staff/labour engaged by the contractor is the responsibility of the contractor. Payment of minimum wages as fixed by the Ministry of Labour & Employment, Government of India, and modified from time to time, is ensured by the tenderer.
- [6] The tenderer fulfils all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper account of payments including minimum wages being made to the staff. The tenderer is solely responsible for any failure to fulfill the statutory obligations and has to



- indemnify the University against all such liabilities, which are likely to arise out due to the tenderer's failure to fulfil such statutory obligations.
- [7] The tenderer shall defend, indemnify and hold the University 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 University shall not be made liable for any damage or compensation payable to any workmen/workwomen or to any person as a consequence of any work and the University shall be completely indemnified accordingly.
- [8] The tenderer has never been debarred or blacklisted from similar type of work by any Government Organizations/Tezpur University.
- [9] The tenderer accepts that the Earnest Money Deposit (EMD) for each hostel may be absolutely forfeited by Tezpur University, if the tenderer fails to sign the contract or to undertake the work within stipulated time. EMD will not carry any interest and the same will be refunded to the unsuccessful tenderer within 30 days from the date of tender opening or finalization of the tender whichever is later.
- [10] This offer shall remain valid for acceptance for 3 (Three) months from the proposed date of opening of the **PART 'A'** of the tender document. In exceptional circumstances, Tezpur University may solicit the consent of the bidder to an extension of the period of validity of the offer.
- [11] All the information and the statements submitted with the tender are true.

**Date:**

**Signature of tenderer, Seal & address**



Note: Put in Separate Envelope and Seal it with Sealing Wax.

**PART 'A'**

**PROFILE OF THE TENDERER**

**TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF  
TEZPUR UNIVERSITY**

(Against Tender No.: TU/27-99/2016/ GA-I/3134-A Dated 03.11.2016)

<b>Sl. No.</b>	<b>Items</b>	<b>Details</b>
<b>1</b>	Name of the Firm \ Organization \Tenderer (Block Letters)	
<b>2</b>	Name of proprietor \partners \directors	
<b>3</b>	Permanent address	
<b>4</b>	Telephone No. / Mobile No./ Email id & Name of the contact Person	
<b>5</b>	Do you have any office at Tezpur? If so, please provide the address, mobile No. & Name of the contact person	
<b>6</b>	Numbers of years of experience in providing manpower in catering service as per the tender requirements	
<b>7</b>	Numbers of years of experience in providing manpower in catering service in Women's Hostel as per the tender requirements	
<b>8</b>	Whether the firm is an Income Tax Assesse ? If so, please give the details of PAN No. and copy of the latest assessment	
<b>9</b>	Registration No. EPF No. ESI No. TIN No.	

**Date:**

**Signature of tenderer, Seal & address**



**PART 'A'**

**DOCUMENTS ENCLOSURE DETAILS**

<b>Sl. No.</b>	<b>Items</b>	<b>Details</b>
<b>1</b>	Tender Fee : Amount, Bank Draft No., Date, Bank name and branch. <i>(Tenderer who had participated in NIT No. No. TU/ 27-99/2016/ GA-I/ 1252-A, Dated 04.07.2016 need not pay the Tender Fee again.)</i>	<i>(write down the name of the tenderer at the back of the demand draft)</i>
<b>2</b>	EMD: Amount, Bank Draft No., Date, Bank name and branch.	<i>(write down the name of the tenderer at the back of the demand draft)</i>
<b>3</b>	An affidavit duly certified by a Notary that the Partners of the Firm or Sole Proprietor or company has never been black listed or changed the name of the firm (in original).	<i>(write down the enclosure serial number)</i>
<b>4</b>	An affidavit duly certified by a Notary that the Partners of the Firm or Sole Proprietor or company is/ are not involved in any Police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in original)	<i>(write down the enclosure serial number)</i>
<b>5</b>	Income Tax Return (last three years), TIN/ TAN/ PAN No. Professional Tax, Sales Tax and Service Tax Registration Nos. (enclose photocopies) attested by the contractor	<i>(write down the enclosure serial number in each items)</i>
<b>6</b>	Details of EPF Registration and Labour License from competent authority with date and proof of registration	<i>(write down the enclosure serial number in each items)</i>
<b>7</b>	Audited Balance Sheet and Profit/ Loss A/C for 2013-14, 2014-15, 2015-16	<i>(write down the enclosure serial number in each items)</i>
<b>8</b>	Proof of Financial Capacity from his banker.	<i>(write down the enclosure serial number in each items)</i>

**Date:**

**Signature of tenderer, Seal & address**



**PART 'A'**

**EXPERIENCE DETAILS**

Name and Address of the client/ Organization	Telephone Number of the client	Period of contract	Value of contract and other details	Annual average numbers of personal engaged	Remarks <i>(Enclosure serial number to support the claim)</i>

**Important Note**

- Only Certificate/ Office Orders issued by the clients/concerned person supervise the work in letter head with date of issue and containing requisite details will be considered.
- Experience during the last Three years only will be considered.
- Experience in providing manpower in Women's Hostel will be considered during evaluation of PART 'A' for Women's Hostel Contract selection.
- Details of current contracts, if any, of similar services being rendered by you and which will be available for inspection by University, if required.

**Date:**

**Signature of tenderer, Seal & address**





Note: PART 'B' put in Separate Envelope and Seal it with Sealing Wax.

**TENDER FOR MANPOWER SUPPLY FOR CATERING SERVICES TO THE HOSTELS OF TEZPUR UNIVERSITY: PART 'B'**

(Against Tender No.: TU/ 27-99/2016/ GA-I/ 3134-A Dated 03.11.2016)

**PART 'B'**

**FINANCIAL BID**

(Shall be opened if qualifies in **PART 'A'**)

- 1 Tenderer Name :
- 2 Ownership/ Individual :
- 3 Full Address :

  - a. Telephone No. :
  - b. Fax :
  - c. e-mail :

- 4 Agency/ Company Registration Details :
- 5 Labour License No..... valid upto.....
- 6 Please Mark (tick) for the Hostel for which Manpower to be supplied (Please tick)

Name of the Hostel	Tick	Name of the Hostel	Tick
<b>Women's Hostel</b>		<b>Men's Hostel</b>	
Dhansiri Women's Hostel		Nilachal Men's Hostel	
Bordoichila Women's Hostel		Charaideo Men's Hostel	
Pragjyotika Women's Hostel		Kanchanjunga Men's Hostel	
Subonsiri Women's Hostel		Patkai Men's Hostel	
New Women's Hostel		SCVR Hostel	
Pobitora Madam Curie Women's Hostel			
Kopili Women's Hostel			

Date:

Signature of tenderer, Seal & address



7. Financial Details per person/month.

Sl. No.	Description	Details	Staff		
			Cook (Skilled)	Menial (Unskilled)	Menial (Semi Skilled)
1	*Wage				
2	EPF	_____ % of 1			
3	ESI	_____ % of 1			
4	Total (Rs)	(1+2+3)			
5	**Service Tax	_____ % of 4			
6	Total (Rs)	(4+5)			
7	<b>Service Charge</b>	_____ % of 6			
8	<b>Total (Rs)</b>	(6+7)			
<b>Grand Total (In words)</b>		Cook			
		Menial (Hostel staff)			
<b>Grand Total (in figures)</b>		Cook			
		Menial (Hostel staff)			

\* Salary to be paid per month per person (category wise) (wages should be adhered to Minimum Wages Act etc.) as per Ministry of Labour and Employment, Govt. of India.

\*\* If applicable.

**Date:**

**Signature of tenderer, Seal & address**