



NOTICE INVITING TENDER (NIT)

For

SERVICE CONTRACT FOR UNIVERSITY CAFETERIA

ET-NIT 2065.....Dated...27-10-2021

NOTICE INVITING TENDER FOR SERVICE CONTRACT FOR UNIVERSITY CAFETERIA

Tezpur University invites **Online Tenders in 02 Bid System (Technical and Financial)** from intending caterers, contractors and individuals having company registration license/trade license and FSSAI/food business license etc. for such services and having suitable experience in this regard for **Service Contract for University Cafeteria** at Tezpur University in prescribed documents on Annual Contract Basis. Detailed tender document along with other details are given in the Tezpur university website www.tezu.ernet.in and <https://eprocure.gov.in>

| Sl. No | Subject | Date |
|--------|--|--|
| 1 | Starting date for Bid submission | 27.10.2021 |
| 2 | Last Date/Time for submission/receipt to tenders | 10.11.2021 (2.00 pm) |
| 3 | Date/Time for opening of technical bids | 11.11.2021 (2.00 pm) |
| 4 | Date/Time for opening of financial Bids after Technical evaluation of Bids | Shall be intimated later on after technical evaluation |
| 5 | Tender processing fee | Rs. 1000.00 (one thousand only) |

In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time.

IMPORTANT INSTRUCTIONS

[1] ELIGIBLE TENDER

All the Tenderer (Agency, Caterers, Contractors and Individuals) must have company registration license/trade license, FSSAI food service license, Labour license for such services and have a minimum **Three Years** of experience of providing such services to University/IIT/NIT/IIM canteen/cafeteria/ Food hut etc. However, **reputed establishments** in food service business may also be considered by the competent authority of the University. Appropriate documents/certificates issued from appropriate authorities are to be enclosed duly indicating the period of such services (in business) provided and company registration license/trade license and FSSAI/food service license for such services etc.

[2] TENDER DOCUMENT

- Tender document is uploaded in the Tezpur University Website <http://www.tezu.ernet.in> and <https://eprocure.gov.in> no tender document shall be issued from the office. The tender document is to be submitted through online along with the original copy of the tender fee (non-refundable) which is uploaded on the website of Rs. 1000/- (Rupees one thousand) only in the form of Demand Draft, drawn in favour of "**Registrar, Tezpur University**", payable at Tezpur. Uploading the bid without the tender fee will be summarily rejected.
- In lieu of the Earnest Money Deposit (EMD) or Bid Security, the bidder needs to furnish a "Bid Security Declaration" (format enclosed at Annexure - V) accepting that if they withdraw or

modify their bids during period of validity etc., they will be suspended for the time specified in the NIQ document. Scanned copy of the Bid Security Declaration should be uploaded along with the Bid and ***the original copy should be deposited/submitted/reach the office of the undersigned before opening of the Bids in an envelope superscribed as "Bid Security Declaration" for (Bid Number to be mentioned) and should be addressed to the Assistant Registrar-GA, Tezpur University. Failure to do so shall result in rejection of the bid.***

- c) 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.
- d) The bidder should submit an affidavit duly certified by a Notary that the Partners of the Firm or Sole Proprietor or company has never been blacklisted or changed the name of the firm and is / are not involved in any police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court **(in original)**.
- e) The bidder should submit Self attested copy of PAN card/GST registration certificate.
- f) Self-Attested copy of Trade License Number, FSSAI (Food Business License), Labour License, EPF Registration Number, ESI Registration Number should be enclosed and attested by the contractor.

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) "Contractor or Caterer" means the Tenderer who would be the successful Tenderer in the bidding process.
 - d) "Canteen Committee" means group of Faculty/Staff/Student inducted into the Committee constituted by the University authority.
- [2] The contract agreement will be effective from the date of acceptance of the office order awarding the contract. The offer has to be accepted within **seven (07) days** of the issue of the office order.
- [3] The contractor will be responsible for all articles issued by the University for the Cafeteria. The caterer shall have to arrange for cooking gas, crockery, cutlery, Glasses etc. and other kitchen equipment in addition to the items provided by the University. Disposable good quality paper made items for tea/juice etc. shall be allowed but not of plastic material.
- [4] The contractor shall have to serve breakfast, snacks, lunch, tea/coffee/juice and dinner in the Cafeteria in addition to providing normal restaurant service regularly.
- [5] The prices of the items will be fixed as per the rate quoted in the Financial Bid and approved by the Canteen Committee after negotiation. Unilateral enhancement of the rate is not acceptable. However, if Canteen Committee feels the urgency to enhance the rate due to increase in cost of raw materials, etc. then only the contractor can increase the rate after one year of satisfactory service and with the approval of the Canteen Committee.
- [6] Food served in the Cafeteria must be fresh and hygienic. Food items must be prepared with good/standard/certified food ingredients including standard/good quality of oil and spices.
- [7] Minor maintenance jobs of furniture repairing, replacement of lighting lamps etc. shall be the responsibility of the contractor.
- [8] Maintenance of cleanliness and the hygiene of the kitchen, dining hall, store, and adjoining areas of the Cafeteria 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.
- [9] The kitchen, dining hall, hand wash area, dish wash area, rest room etc. has to be washed with water and soap solution/phenyl and moped every day and has to be disinfected as and when required.
- [10] The garbage/waste collected from the kitchen, dining halls, dish wash area has to be disposed every morning at the University designated places by separation of bio-degradable waste from non-biodegradable waste. The Cafeteria surroundings including the drains must be kept clean and hygienic.
- [11] The contractor shall be wholly responsible for any misuse, damage and loss of any items of University property allotted/assigned for providing the cafeteria service in the Cafeteria premises.
- [12] Periodic check on the hygiene, quality, purity and validity in terms of the shelf-lives of served items will be conducted by designated officials of the University/members of the Canteen Committee.
- [13] The Cafeteria shall function from **8:00 AM to 10:00 PM** every day. The working hours may be modified by the University authority as and when necessary. The Cafeteria must not be kept closed without prior approval of the University authority.
- [14] The contractor shall provide uniform at his/her/their cost for the staff engaged in the Cafeteria with White shirt & Navy-Blue Trousers for male workers and Navy blue bordered Light Blue Saree or blue salwar with white kameez 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.
- [15] The staff engaged by the contractor at the Cafeteria must be behaved, well dressed and presentable.
- [16] 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 Cafeteria.
- [17] 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 and other in the campus.
- [18] University may provide unfurnished accommodation to the staff engaged by the contractor at nominal charge and staff shall avail the allotted accommodation accordingly, subject to availability. 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. Any damage to such University property has to be made good by the caterer.
- [19] The contract agreement shall be valid for a period of **Three years** from the date of commencement of offering the service. However, initial allotment will be only for **one year** and service shall be reviewed after 11 months by the University authority/Canteen Committee. The contract period will be assessed every year and based on the satisfactory performance; renewal of the contract be made. The agreement of contract may be terminated within the contract period by either side by giving two months' notice and may also be extended beyond three-year period, (up to five-year maximum) based on the satisfactory service.
- [20] The successful tenderers shall have to deposit security amount of **Rs. 100,000 (Rupees One Lakh)** only, which will be free of interest, immediately after commencement of the contract. The security deposit amount is for due performance of his/their obligations under the contract, during the contract period.

- [21] The security deposit amount is to be furnished in the form of FD/ Bank Guarantee of SBI of any nationalized banks or scheduled commercial banks having branches at Tezpur pledged in favor of 'Registrar, Tezpur University'. The security deposit amount will be forfeited in case of breach of contract. After successful completion of the contract, the security deposit amount will be refunded within 60 days after adjusting dues, if any, to the University from the contractor.
- [22] The caterer will be responsible for any loss or damages of the University property and the cost of the property will be deducted from the security deposit amount/ or will be recovered from the contractor as per the University decision. In case the minor maintenance/repair work is done by the University from the security deposit amount of the contractor, the amount spent in such works has to be deposited in order to replenish and maintain the security deposit amount at the level of Rs. 1,00000/-.
- [23] The contractor shall be responsible for payment of claims for compensation due to loss of life/injury etc. of any staff engaged by the contractor in the Cafeteria. Medical Insurance cover of the labour engaged by the contractor shall be the responsibility of the contractor. Payment of minimum wages as fixed by the Ministry of Labour & Employment, Government of India, as modified from time to time, must be ensured by the contractor. The caterer must not engage any child labour in the Cafeteria.
- [24] The contractor shall fulfil 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 must be maintained. The contractor shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify the University against all such liabilities, which are likely to arise out due to the contractor failure to fulfil such statutory obligations. In case, due to violation of any law, including labour law etc. any liability is placed upon the University, the Contractor must indemnify the University completely and the University should not be dragged into any litigation.
- [25] (a)The rent shall be fixed as per the instruction of the competent authority. However, this, rate of rent may be modified from time as and when it is revised by the Statutory Bodies, Government of India agency.
(b)Monthly rent of the Cafeteria must be deposited to the University within the first week of every month. Penalty may be imposed in case of late payment of the rent.
(c)Monthly electricity bill will be paid by the contractor as per actual energy consumption.
- [26] (a)As per present policy the contractor need not to pay any charges for water consumption. However, University may levy charges in future, if policy is revised on this count.
(b)Wastage of water must be avoided by the contractor. For washing activities separate motor/pump is to be installed.
- [27] Successful contractor shall execute an agreement on a prescribed format. Sub-letting/Sub-contracting the work is not permissible under any circumstances.
- [28] The contractor must be available on call and for this purpose and he/she must forward a cell phone number. In addition, an authorize person on behalf of the contractor must be stationed at Cafeteria to act as the liaison to the University.
- [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 Registrar, Tezpur University shall be final and binding.

PENALTY CLAUSE

The Contractor shall be fined in case of violation of the following rules

- [1] Insects cooked along with food would invite a fine of Rs. 10,000/- per complaint.

- [2] Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine of Rs. 2,500/- per complaint.
- [3] Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- per incident.
- [4] Five or more complains of unclean utensils in a day would lead to a fine of Rs. 3,000/- on the caterer.
- [5] If it is found that certain meal is not cooked properly, then a fine of Rs. 2,000/- would be imposed on the contractor.
- [6] Fine on any discrepancy (cleanliness of kitchen area, dining area, drains, personal hygiene of workers, etc.) will lead to fine of Rs. 2,000/- on the contractor.
- [7] For any rules started above
- a. First violation of the rule implies fine as per the rule.
 - b. Second violation of the same rule in the same calendar month will attract triple the initial amount of fine.
 - c. All subsequent violations of the same rule in the same calendar month would invite five times the initial amount of fine.
 - d. Repetitive violation of rules may lead to termination of the contract.
- [8] Food poisoning shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the contractor.
- [9] As and when Canteen Committee imposes a fine, it will inform to the contractor or his/her representative, inform the University authority about the incident/complaint and will advise the amount of penalty deduction.

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 and binding.
- 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 initially for a period of **One Year** from the date of acceptance of the contract. However, the contract period will be assessed every year and renewal will be made based on the satisfactory performance. The agreement of contract may be terminated within the contract period on either side by giving Two-month notice and may also extended beyond three-year period up to maximum Five-year period based on satisfactory service. If the contractor fails to carry out the entrusted contract services and related works as per the Tender Document, Tezpur University reserves the right to impose penalty and has the right to get the work done through someone else as per the description of the University and cancel the contract before two-month notice period.
- D. Payment Terms:** The contractor will deposit the monthly rent of the Cafeteria as decided by the University authority to the University within the first week of every month. Penalty may be imposed in case of late payment of the rent. Monthly electricity bill be paid by the contractor as per actual basis of the energy consumption within one week's time when the bill is raised.
- E. Indemnity:** Any loss or damaged 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/her work and the University shall be completely indemnified accordingly.

- F. Security Deposit:** The successful tenderer shall deposit security deposit amount of Rs. 1,00,000/- (Rupees One Lakh) only before the commencement of the contract. The security deposit amount is for due performance of his/their obligations under the contract, during the contract period. This security deposit amount 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 amount will be forfeited in case of breach of contract. The security deposit amount furnished by the contractor will not carry any interest and will be refunded, on completion of contract period entrusted to the contractor satisfactorily. If the work is not satisfactory, or any damage or loss of University property, contractor is liable for forfeiture of security deposit amount. In case the minor maintenance/repair work is done by the University from the security deposit amount of the contractor, the amount spent in such works has to be deposited in order to replenish and maintain the security deposit amount at the level of Rs. 1,00,000/-.
- G. Workers employed by the contractor**
- (i) Shall not act in any way detrimental to the interest of the University, not participate in any strike or protest in any form, shall not misbehave with students and employees of the University and shall not make any claim including employment on the University.
- (ii) All personnel appointed by the contractor shall wear approved uniforms with names engraved provided by the contractor at his/their costs during working hours. All the staffs are required to do their duty maintaining hygiene, cleanliness and safety.
- (iii) Should not be convicted of committing any crime and should not be a child labour.
- H.** The rate of various food items quoted by the contractor in the Financial Bid and approved by the Canteen Committee after negotiation cannot be changed without the approval of Canteen Committee.
- I.** There will be a periodical evaluation of the work done by contractor and he/they will be informed about the same.
- J.** 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 violations.
- K. Penalty Clause:** The Contractor will be fined in case of violation of the following rules
- (i) Insects cooked along with food would invite a fine of Rs. 10,000/- per complaint.
- (ii) Any complaint of soft objects like hair, rope, plastic, cloth etc. in food will attract a fine of Rs. 2,500/- per incident.
- (iii) Hard and / or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of Rs. 5,000/- per incident.
- (iv) Five or more complaints of unclean utensils in a day would lead to a fine of Rs. 3,000/- on the caterer.
- (v) If it is found that certain meal is not cooked properly, then a fine of Rs. 2,000/- would be imposed on the contractor.
- (vi) Fine on any discrepancy (cleanliness of kitchen area, dining area, drains, personal hygiene of workers, etc.) will lead to fine of Rs. 2,000/- on the contractor.
- (vii) For any rules stated above
- (a) First violation of the rule implies fine as per the rule.
- (b) Second violation of the same rule in the same calendar month will attract triple the initial amount of fine.
- (c) All subsequent violations of the same rule in the same calendar month would invite five times the initial amount of fine.
- (d) Repetitive violation of rules may lead to termination of the contract.
- (viii) Food poisoning shall invoke fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the contractor.
- (ix) As and when Canteen Committee proposes a fine, it will inform to the contractor or his/ her representative, inform the University authority about the incident/complaint and will advise the amount of penalty deduction.

**Joint Registrar (GA)
Tezpur University**

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 Terms and Conditions specified in Part II 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 of carrying out the work as required in the tender and is financially capable of executing 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 fulfil 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 monthly rent of the Cafeteria as decided by the University authority will be deposited to the University within the first week of every month. Monthly electricity bill will be paid as per actual basis of the energy consumption. Otherwise, the tenderer will pay the penalty, which may be imposed by the University in case of the payment of the rent and / or electricity bill.
- [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

PROFILE OF THE TENDERER
TENDER FOR SERVICE CONTRACT FOR UNIVERSITY CAFETERIA
(Against Tender No.: ET-NIT.....DATED.....)

| Sl. No. | Items | Details |
|---------|--|---------------------------|
| 1. | Name of the Caterer / Organization / Tender (Block Letters) | |
| 2. | Permanent address | |
| 3. | Telephone No. / Mobile No. / & Name of the contact person | |
| 4. | Numbers of years of experience in providing catering service as the tender requirements | |
| 5. | Tender Fee: Amount, Bank Draft No., Date, Bank name and branch. (Write down the name of the tenderer at the back of the demand draft) | |
| 6. | An affidavit duly certified by a Notary that the Partners of the Firm or Sole Proprietor or company has never been blacklisted or changed the name of the firm and is / are not involved in any police Case/ Vigilance enquiry pending or ever been punished by any Hon'ble Court (in original) | (Enclosure serial number) |
| 7. | Permanent Account Number (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |
| | Trade License Number (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |
| | FSSAI (Food Business License) Number (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |
| | Labour License Number (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |
| | EPF Registration Number (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |
| | ESI Registration Number if any (Photocopy should be enclosed and attested by the contractor) | (Enclosure serial number) |

Date:

Signature of tenderer, Seal & address

