

TENDER DOCUMENT

FOR

CATERING SERVICES

IN

NATIONAL LAW UNIVERSITY

AND

JUDICIAL ACADEMY, ASSAM

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**TENDER DOCUMENT FOR CATERING SERVICES
IN NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM**

TERMS AND CONDITIONS OF CONTRACT

SCOPE OF WORK

Providing Food and Catering Services at National Law University and Judicial Academy, Assam (NLUJAA). The institute is having two five storied (Ground+5) residential accommodations comprising of the following fully furnished rooms at Hajo Road, Amingaon, Kamrup (R), Guwahati-31.

RESIDENTIAL FLOORS

- The girls hostel is five storied building (Ground+5), consisting of 124 rooms, with provision of separate Dining Hall, Kitchen, Recreation room, Gym etc. with toilets & baths. Presently 150 boarders are staying in the building.
- The boys hostel is five storied building (Ground+5), consisting of 129 rooms, with provision of separate Dining Hall, Kitchen, Recreation room, Gym etc. with toilets & baths. Presently 170 boarders are staying in the building.

1. CATERING SERVICES

The contractor shall have to:

- 1.1 Provide all essential raw materials for cooking purposes. The contractor shall arrange to purchase and provide the fresh raw material for various items including the controlled items of good quality for use in the NLUJAA at his own cost and that the contractor shall abide by the rules & regulations enforced by the local Government. Necessary license(s) from the competent authority wherever required, shall be obtained by the contractor.
- 1.2 Provide Gas connection with two-burner stoves, four burner stoves, refrigerators, water coolers and all cooking appliances and utensils. The maintenance of this will be done by Contractor. A list of such inventories shall form part of the agreement.
- 1.3 Provide standard lunch, dinner, breakfast, tea, coffee, snacks and other items etc.
- 1.4 Provide Indian, Western/ Continental and Chinese food as per the menu fixed and as per direction of the University Authority.
- 1.5 Room service will also be provided to boarders who are either unwell or who stay as a guest.
- 1.6 Independent bid for catering service of boys and girls hostel.
- 1.7 The mess for girls hostel to be maintained by female cook staff only.
- 1.8 The Tentative Timing for services will be as indicated below:

Breakfast	-	8 A.M. to 9:30 A.M.
Lunch	-	2.00 P.M. to 3.00 P.M.
Dinner	-	8 P.M. to 9.30. P.M.

2. IMPORTANT NOTE:

- 2.1 Since all appliances and crockery etc. shall be provided by the contractor and shall be of the appropriate standard.
- 2.2 Raw materials used for cooking purposes should be fresh and of good quality. Edible Oil shall be of Sunflower/ Ground Nut/Mustard Oil of any reputed brand.



3. MANPOWER DEPLOYMENT AND OFFICE MANAGEMENT

- 3.1 The Contractor shall deploy a minimum of 10 persons for cooking and catering. In case, the no. of workers engaged on any day is found to be less than the aforesaid requirement, proportionate deductions will be made from the monthly bill. NLUJAA In-Charge will maintain an attendance register for the purpose, which will be submitted along with the monthly bill. In case of special events/Official functions, the contractor shall arrange additional manpower so as to see that no inconvenience is caused during the special events/ official functions. Such additional deployment of the manpower shall be within the overall tariff quoted by the contractor and NLUJAA will in no way be liable for any additional charge.
- 3.2 The Contractor or his authorized representative shall employ only adult labourer / workers for this work and those staff acceptable to NLUJAA as per Govt. rules applicable from time to time. Before engagement, the Contractor shall at his cost get all the workers engaged by him, medically examined as directed by NLUJAA and get their fitness certificates which will be handed over to the NLUJAA In-charge for records. The Contractor shall also arrange police verification of all the employees to be deployed by him and submit such verification report to the NLUJAA authority.
- 3.3 The contractor shall recruit his labourers/workers for the contract at his own risk. The contractor's staff shall not be treated as NLUJAA staff for any purpose, whatsoever, and facility/benefits applicable to NLUJAA staff will not be applicable to contractor's employees. Any dispute connected with the contractor's staff shall be settled by the contractor at his own cost and risk.
- 3.4 No free accommodation will be provided to the contractor or his employees.
- 3.5 The contractor shall be responsible for fulfilling the requirement of all the statutory provisions of Minimum wages Act, Payment of wages Act (including leave salary), workmen compensation Act Industrial Disputes Act, contract Labour (Abolition & Regulation) Act, Employees Provident Fund Act, Payment of Bonus Act and all other labour and industrial enactments at his own cost and risk in respect of all the staff employed by him.
- 3.6 Wages for workers engaged by the contractor shall be paid at the minimum wages rate applicable to the category (skilled and unskilled) and shall be revised from time to time as applicable in accordance to the Govt. circular/notifications.
- 3.7 The Contractor shall be responsible for his employees to observe the security and safety regulations of this Organisation.

4. OTHER TERMS AND CONDITIONS

- 4.1 The rates should be quoted is to be inclusive of all Taxes including GST, Income Tax etc. applicable at any point of time.
- 4.2 The interested parties are requested to submit the technical bid and financial bid separately for both boys and girls hostels. The bids in Sealed Cover-I containing "Technical Bid" and Sealed cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for" duly indicating "Tender number and date" should reach the office of the Registrar, NLUJA, Assam, up to **3:00 P.M. on 11-04-2018 (Wednesday)** along with demand draft of **Rs. 1000/- (Rupees one thousand)** as tender fee (nonrefundable) and demand draft of **Rs. 1,00,000/- (Rupees One Lakh)** as security deposit. The Technical and Financial bid will be open on the same day at **4:45 P.M.**
- 4.3 The contract shall be valid for a period of one year. The period of contract can be extended for a further period of one year on mutual agreement and if the services provided found satisfactory. In case the Contractor wants to discontinue the contract for any reason, before completion of the contract period, the Contractor shall give 3 months' advance notice to



NLUJAA. Similarly if NALUJAA wants to discontinue the Contractor for any reasons, it shall give one month advance notice to the Contractor.

- 4.4 The rates quoted by the contractor shall be firm and inclusive of all and other services, consumables, labour, equipments, tools, appliances and any other expenses that the contractor may incur in executing the job and include all contractual obligations to carry out the above job. Further the rates would be inclusive of all taxes including GST, if any.
- 4.5 The rates for services shall remain fixed during the period of the contract.
- 4.6 The contractor shall not appoint any sub-contractor for the work assigned to him.
- 4.7 In case the furniture/ furnishing are damaged due to misuse by the contractor or his employees except normal wear and tear, he will be liable to get the same exchanged/repaired at his cost failing which the same would be got done by NLUJAA and the cost will be debited to the contractor. The contractor shall be responsible for various items provided in the Building including electrical and electronic items. In case, NLUJAA suffer any loss of whatever nature on account of the contractor or his staff by not following the security/safety regulations/instructions the contractor shall be liable to bear all such losses as may be determined by NLUJAA at its sole discretion and NLUJAA shall have the right to recover all such losses from the monthly bill/dues payable to the contractor.
- 4.8 The disposal of kitchen waste and dining waste should be carried out by the contractor. The disposal of waste should be outside the University campus without disturbing the neighbor residents.
- 4.9 Cleaning and maintenance of kitchen hall and dining hall including attached toilet block shall be done by the contractor.
- 4.10 If required, catering services for certain meals / snacks may be extended to the upper floors accommodation provided for office, faculty and guest etc which will be worked out separately with the successful bidder.
- 4.11 Any deviation of terms and conditions shall invite cancellation of Quotation/Tender/Bills etc. and forfeiture of security deposit.
- 4.12 The rate in totality (Breakfast, Lunch and Dinner) will be considered while awarding the work contract.
- 4.13 Income tax/GST will be deducted from catering bills as per income tax rules applicable from time to time.
- 4.14 Any catering service provider indulging in any malpractice or adopting any unfair means will be barred for any work with the University.
- 4.15 The Contract will be cancelled anytime if the quality of supplied materials is not as per standard or the order is not supplied on time and the security deposit will be forfeited.
- 4.16 Past records and experience of the firms will be duly considered while awarding the work contract.
- 4.17 Sample of food have to be provided by the selected catering service provider when ask for.
- 4.18 And any other condition deem to be just, fit and proper at point of time.

5. PAYMENT TERMS:

- 5.1 Payment of the catering bill will be made through RTGS/NEFT every month within 10 days of the receipt of the bills. The bank details, i.e., Name of Bank, IFSC code, place of bank, nature of account etc. are to be provided.



- 5.2 The Contractor will submit monthly bill on 1st day of each month along with the following documents:
- Documentary proof of having paid the wages to the employees.
 - Attendance sheet duly signed by the Officer-In-charge, catering services.
 - Bill for catering services duly signed by Officer-In-charge, NLUJAA.
- 5.3 Contractor shall ensure payment of wages at par with the existing Minimum Wages and disburse the salary/wages to his employees as per Minimum wages Act, in the presence of Catering In-Charge latest by 8th of every month and a salary/wages disbursement sheet duly attested by NLUJAA catering In-Charge may be submitted along with the catering bill.
- 5.4 Income tax will be deducted from catering bills as per income tax rules applicable from time to time.
- 5.5 If the contractor fails to provide proper service as agreed upon or neglects to comply with any directions given to him, authority of NLUJAA shall be liable to terminate the contract and security deposit paid by the contractor will be forfeited. Further, it may also be noted that in case the work order is issued and the party does not turn up to take-up the work, the work will be entrusted to any other party at the cost of the contractor. The cost will be adjusted from the security deposit and fixed security deposit against equipment etc. placed with the NLUJAA.
- 5.6 The contractor shall be liable to pay for any expenses, loss or damage, which NLUJAA may incur or sustain for reason attributable to contractor's lapses if it exceeds the amount of security deposit.
- 5.7 The contractor is liable for payment of penalty for unsatisfactory services, inadequate deployment of staff, poor quality of food, use of substandard material on the discretion of Authority, NLUJAA, subject to a maximum of 10% of the monthly catering bill of the contractor.
- 5.8 The contractor's personnel will not engage themselves in any business activities in the Hostel premises/Campus.
- 5.9 The contractor's personnel will not carry out any transaction i.e. collection of food bill, issue of cash receipt etc. from the inmates of the NLUJAA residential rooms.
- 5.10 The contractor is required to give a list of all his employees in advance to Authority, NLUJAA, and submit an extract of the same along with the monthly bill. For day-to-day maintenance the Contractor/his personnel staff shall report to the In-Charge NLUJAA House.
- 5.11 The Registrar, NLUJAA or his authorized representative reserves the right to enter into a parallel contract with any other party as and when considered necessary during the currency of the contract. If the contractor fails at any time to render the services under this contract satisfactorily in the opinion of the Registrar, NLUJAA, whose decision shall be final and binding on the contractor, he may at his option get the work done by the other parties at contractor's risk and cost. In such an event the contractor is liable to reimburse the loss/extra expenditure incurred by the Registrar, NLUJAA on this account.
- 5.12 The receptionist /waiters engaged by the contractor will wear uniform regularly. The uniforms of Supervisor/Cook/waiters should be in different colour. The worker shall have to wear appropriate gloves, cap, uniform etc. keeping hygiene into consideration.
- 5.13 The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Catering Services" duly indicating "Tender number and date". In case the quoted rates are less than the prescribed minimum rates, the tenders will be rejected straightway.



5.14 Anybody not having experience will be summarily rejected.

6. JURISDICTION

6.1 The courts of law situated in Guwahati alone shall have jurisdiction to adjudicate on matters arising out of this contract.

7. GENERAL

7.1 If the above conditions are satisfactory and acceptable, the contractor shall submit the technical bid and financial bid for catering services in the prescribed format.

7.2 The contractor may inspect the hostel mess premises in the presents of Mr. Showaif Ahmed, Asst. Engineer for this purpose in the office hours on the week days.

8. ELIGIBILITY CRITERIA

8.1 The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted possessing the required licenses, registrations etc. as per law valid at least for 12 months from the date of the opening of tender.

8.2 The tenderer shall have minimum 2 (two) year experience of providing Catering Services.

8.3 Having successfully completed or running minimum one similar catering service works of value not less than Rs. 8.00 lakhs.

8.4 Average Financial Turnover during the last 3 years, ending 31st March 2018 should be at least Rs. 12.00 lakhs per year. Documentary evidence to be provided duly attested by Chartered Accountant.

8.5 There should be no case pending with the police against the Proprietor/ Firm/ partner or the Company (Agency).

8.6 Preferably the tenderer should have experience of working in educational related Institutes or business etc.

8.7 The bidder shall have to submit the following documents along with the tender. The same must be self-attached by the Quotation/Tender:

- i) Valid License, issued by Regional labour Commissioner, Govt. of India/Govt. of Assam.
- ii) GST Registration.
- iii) Latest income tax returns and Permanent Account Number allotted by Income tax Department.
- iv) Relevant trade license or registration Certificate.

