

**Rajiv Gandhi Institute of Petroleum
Technology, (RGIPT)**

Assam Centre

Vill: Gohain Gaon, Akhoiphutia Road, Dist: Sivasagar,

State: Assam, Pin: 785697



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TENDER ON CATERING SERVICES CONTRACT

FOR

ALL HOSTELS OF RGIPT SIVASAGAR, ASSAM

(No. RGIPT/SVR/PC/2020/06)

No. RGIPT/SVR/PC/2020/06

S. No.	Particulars	Details
1	Name of the job	Catering Services Contract For all Hostels of RGIPT Sivasagar, Assam
2	Date of Issue of Tender Document	3 rd June, 2020
3	Last Date and time for submission of Tender	24 th June, 2020 and 01.00 pm.
4	Date, time and venue of Pre-Bid meeting	15 th June, 2020, 02.30pm at RGIPT Assam Centre
5	Venue for opening of Technical Bid	RGIPT, Assam Centre, Vill. Gohain Gaon, Sivasagar
6	Date and time for opening of Technical Bids	24 th June, 2020 and 02.00 pm.
7	Date and time for opening of Price Bids	To be decided after opening of the Technical Bid
8	Likely date for commencement of contract	1 st August, 2020
9	Estimate cost put to the Tender	Rs. 1,68,00,000/-
10	Earnest Money Deposit (EMD)	Rs. 2,23,000/-
11	Cost of Tender	Rs. 1000/-
12	Period of contract	2 years

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts,

Part – I (Technical Bid) &

Part – II (Price Bid).

Envelop of Part – I should be superscribed as “**Tender for providing necessary Catering Services contract for All hostels of RGIPT Sivasagar, Assam- Part – I- Technical Bid**”

and

Envelop of part – II should be superscribed as “**Tender for providing necessary Catering Services contract for All hostels of RGIPT Sivasagar, Assam- Part – II Price Bid**”.

1. INTRODUCTION

- a. Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Assam Center (hereinafter referred to as the “Institute”) Sivasagar, an Educational Institute of National Importance under the Ministry of Petroleum & Natural Gas, Govt. of India. Institute is operating its academic activities from Sivasagar, Assam and currently offering programmes at Diploma levels. There is strength of approx. 280-300 students in this centre and Institute intends to engage a reputed catering firm to operate its professionally managed students’ mess scattered in several places in town and provide quality, tasty and hygienic foods at par with a reputed restaurant.
- b. **QUOTATIONS**, in Two-Part Bids, are invited from reputed catering firms for providing catering, housekeeping and caretaking services at RGIPT Mess at Sivasagar, Assam.

2. SCOPE OF WORK

1. The scope of works of the contract includes:
 - a. Cooking and serving meals at prescribed time and place.
 - b. Procurement of raw material.
 - c. Cooking and serving utensils as per need (stainless steel plates, snacks plates, cutleries, glasses for milk and water, water jugs)
 - d. Cleaning of utensils, kitchen and serving items;
 - e. Cleaning of cooking, dinning and auxiliary areas;
 - f. Security of the equipment, utensils and other items in the mess;
 - g. Maintenance and repair of the equipment in the kitchen area;
 - h. Maintenance of books, ledgers, other records related to running the mess.
 - i. Deployment and supervision of required man power for the above-mentioned tasks.

The operational services shall **NOT INCLUDE** preparation of menu and any policy matter related to running the mess. All such decision will be the direct responsibility of the relevant executives of the Institute.

2. The Transit Hostels are running at 10 locations nearby to the institute. There are around 280-300 students staying in these hostels. All the arrangements related to catering must be done by the caterer and undertaking must be submitted for the same. The caterer is required to provide the catering facility for the students at the above-mentioned places throughout the year:

NB:

- a) The above-mentioned student numbers are tentative and prior information with respect to the number of students availing mess facility will be intimated if there are any changes.
- b) During vacations number of students will decrease and will be intimated to the caterer. It is expected that there will be total around 20-30 students in all the hostels. Caterer needs to provide the food (same regular menu) to the students at the same agreed cost of regular mess. Out of these, any Hostel may be closed during summer vacation & winter vacation. Caterer must submit an undertaking to run the mess during vacation period.
- c) Mess off for a minimum of 3 days or more at a stretch on account of whole meal will be available to the students only if the concerned student takes the approval from the Head of the Department or faculty Mentor in writing which has to be submitted to the Catering of the hostel at least 03 (three) days in 5 advance.
- d) The contractor needs to provide mess facility in the upcoming Hostels at the same rate.

2. Tender Cost:

- a) A Demand draft of Rs. 1000/- (Rupees Five hundred only) towards non-refundable tender fee, drawn in favour of “**Rajiv Gandhi Institute of Petroleum Technology**” payable at **New Delhi.**” should accompany the Technical bid documents. In the absence of tender cost, the tender will not be accepted.
- b) SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 .The Government Departments/PSUs are also exempted from the payment of tender fee.
- c) In addition, for MSME firms, the tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with District Industries, Centers or Khadi and village Industries board or Coir Board or NSIC or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of Micro, Small & Medium Industry under MSME are exempted from payment of earnest money & Tender fees In case the tenderer falls in these categories, it should furnish.

3. JOB SPECIFICATIONS

- a. The Mess of RGIPT Hostels consists of kitchen and dining hall. The important terms and Conditions for running mess service in the hostel are listed below and the selected caterer/contractor shall adhere to the stated terms and conditions.
- b. The Contractor will work under direct supervision of Hostel Warden. Warden’s reasonable instructions will be followed by the Contractor and his workers at all time.
- c. Contractor himself or his assigned responsible person would be considered as **Head Caterer** who provides ministerial assistants to the Warden(s) in day to day running of the Hostel and the person should have a good character, knowledgeable, educated and able to understand the dynamics of the boarders’ day to day affairs.
- d. Mixer grinder, gas burner, cylinder, fridge, kitchen electronic items should be managed by the Caterer.
- e. The garbage collected from the kitchen, dining hall, dish wash area will be disposed of every morning in closed bins. The surroundings shall be kept clean and hygienic.

Administration/Mess Committee would reserve the right to check on cleanliness and upkeep of premises and quality of provisions used, and quality of the food served in the mess.

- f. The contractor would ensure clearance of all the drains in and around the kitchen and dining hall at all times and will ensure disposal of waste food articles & other garbage from the campus premises frequently and regularly at his own cost. RGIPT will not pay any extra amount for the same.
- g. It shall be compulsory for the Contractor to take the following hygiene and cleaning measures- Cleaning the kitchen area twice a day, Crockery to be washed with hot water using detergents before and after each meal, thorough cleaning of refrigerators, Periodic spraying of insecticides and cleaning the dining tables, benches and wash basin with detergents and water at the end of the day.
- h. To collect LPG cylinder from the distributor in Sivasagar town.
- i. The contractor will deploy sufficient nos. of trained, efficient and reliable uniformed workers in the students dining hall during all major meal timings.
- j. In special circumstances (Lab, Seminar, Field visit etc.), the caterer will be responsible for the breakfast even in the early morning (5-6 AM) at description of the Competent authority which will be intimated to caterer well in advance.
- k. During the contract period if the RGIPT hostels are shifted to own campus or any other location, then at description of RGPIT AUTHORITY, the contractor have to provide the services at the new location
- l. Cooking Service/Providing Food & Snacks:
 - I. Provide unlimited breakfast, lunch, snacks (limited) and dinner to hostellers. Cooking Service for Hosteller will be required for providing tea, snacks, breakfast, lunch & dinner.
 - II. Cook must be able to prepare good and healthy Indian and ethnic Assamese dishes. Food needs to be served in a proper and hygienic manner.
 - III. The catering services should include innovative variety and balanced nutrition both for vegetarians and non-vegetarians.
 - IV. **Strict *hygienic conditions must be maintained in preparing & serving food items.** Utensils, Crockeries, Cutleries, Containers, Cups, Saucers, Plates, Glass Tumblers etc. will have to be cleaned and maintained properly.
 - V. Only standard quality of raw materials/ packaged items will be used in cooking food. Food Safety and Standard Authority of India (FSSAI) should approve all packaged items.
 - VI. Shopping for food staff, vegetables and other items of day to day requirement in the Hostels will need to be carried out. Food inspection (both raw and cooked food) will be / can be done on regular basis by the mess committee. If required, sample may be collected and sent for testing in reputed test laboratory as per standard set by GOI like FSSAI etc.
 - VII. Severity of hygiene/Quality failure shall be assessed and decided by the mess committee. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
- m. Any other jobs cropping up in emergency during the contractual period.

4. ELIGIBILITY CRITERIA

- a. The bidder should be either a registered Contractor, Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
- b. Must have Contract Labour License and should have a valid license from competent authorities under Food Safety and Standards Act 2006.
- c. The tenderer should have the Trade license with registration no., ESI registration no., EPF registration no. , GST registration no., and other certificates etc. (Proof to be submitted) and have its own Bank Account.
- d. Caterer must have successfully carried out the catering services (preferably in Central Government/Central Autonomous educational institute /Educational Universities) for 1 (One) similar completed work of more than 200 persons or 2 (two) similar completed works of more than 100 persons each. The "Organization" means any Government Organizations / autonomous bodies and institutes like IITs, NITs, Central Universities and Private reputed Educational Universities.
- e. The Caterer must submit Customer Satisfactory Performance Report (CSPR) from same organizations for which experience certificate is being submitted for the Financial Year in which they have provided the qualifying Catering Services. Such CSPR must be signed by the authorized signatory of the eligible organization concerned along with work order.
- f. The contractor should have executed at least 1 contract for providing catering services during last 3 years.
- g. The Service Provider MUST has earned profit during the last 2 years.
- h. The bidder must have average annual turnover of Rs. 8 Lakhs in presiding 3 financial years. The bidder has to submit turn over certificate of release 3 years certified by registered chartered accountant.
- i. The Caterer must submit an undertaking that the Catering Agency has not been blacklisted in any organization and no case is pending with the police or in court of law against their name. The bidder must provide non blacklisting certificate in Rs. 100 Stamp paper.
- j. All terms & conditions of tender are acceptable to the bidder.

5. GENERAL CONDITIONS OF CONTRACT

1. The bidder must have the required and valid statutory registration for rendering the catering and allied services.
2. The mess shall remain open throughout the year, even during the vacations in order to facilitate food for students, faculties, staff and others.
3. The Institute will not charge the cost of water usage. However, Contractor shall use the water-supply economically.
4. As a part of the "Price & Evaluation Bid", the bidder shall quote the price for- Per student per plate cost (For Breakfast, Lunch, Snacks and Dinner) on daily basis which will be inclusive of GST. Bidders will be required to quote their rate in commensurate with market and that should be sustainable during the contract period.
5. The contractor will have to provide foods as per prescribed schedule at the RGIPT Mess/ Canteen. Expenses of transportation of food to hostel points, recommended by Institute authority will be borne by the contractor.
6. The catering services should provide Breakfast / Lunch/Afternoon snack/Dinner etc. to those faculty/staff who require such services.
7. The contractor shall also provide various kinds of beverages, snacks and eatables in the mess canteen at such price/quotes as approved by the Mess Committee from time to time.

8. Pest-Control: The contractor at all times will keep the kitchen/dining hall/washing area free from flies/cockroaches/mosquitoes/rats and other pests. Frequent pest control and scientific pest control measures are required to be adopted by the contractor at all times.
9. The contractor would ensure clearance of all the drains in and around the kitchen and dining hall at all times and will ensure disposal of waste food articles & other garbage from the campus premises frequently and regularly at his own cost. The Institute will not pay any extra amount for the same.
10. The caterer shall make necessary arrangements for regular and prompt collection and disposal of waste generated in the kitchen on day-to-day basis.
11. It shall be compulsory for the Mess Contractor to take the following hygiene and cleaning measures- Cleaning the kitchen area twice a day, including the store-room, soaking the vessels in hot water at the end of the day, Crockery to be washed with hot water using detergents, Thorough cleaning of refrigerators, bottle-coolers and water coolers, once a week, Periodic spraying of insecticides, Cleaning the dining tables with detergent and water at the end of the day and thorough cleaning of wash basins with detergent at the end of the day.
12. The contractor will arrange for any additional facilities, utilities, equipment and inputs required for the production and service of various items of food. The Contractor shall be responsible to ensure the proper utilization of the facilities, equipment, furniture and utilities provided by RGIPT without any manner of abuse or excess use. For any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be affected from the contractor's bill and the material/item repaired or replaced at his cost.
13. Notwithstanding anything provided elsewhere herein, the firm may be penalized if the contractor does not rectify any defect in the maintenance, upkeep, hygiene and cleanliness of the kitchen and/or equipment to a state satisfactory to the Officer-in-charge within 10 (Ten) days of notice in writing.
14. The contractor will be responsible for any major or minor repairs and will arrange for regular maintenance of the equipment provided by the Institute at his cost.
15. The caterer shall get the menu approved by the Mess Committee or the representative of the students. The officer-in-charge may make any subsequent change in the menu in consultation with the Students Committee, and contractor.
16. Efficiency, promptness, quality of food, good behaviour and politeness of the caterer and his staff are the essence of the contract. The caterer is required to supervise the operations at all working hours and his Manager or Supervisor shall personally supervise operations in the kitchen and dining area.
17. Contractor will be responsible for good behaviour of the workers. They will maintain discipline, decorum and politeness in behaviour and be always respectful to the Warden, Officers, boarders and visitors. The workers must obey all reasonable instruction by Warden/RGIPT Officers. Anyone found to be misbehaving and flouting discipline while on duty will have to be replaced by the Contractor within 48 hours of communication of the incidence to him.
18. The caterer shall provide appropriate uniform to all their staff engaged and deployed at RGIPT in sufficient quantity. All mess workers will wear neat and clean uniform, aprons, gloves, headgear and name badge during working hours. Catering staff will not smoke bidis, cigarettes or take alcoholic drinks on the campus and nor they are allowed to chew pan, gutka, tobacco, items etc.
19. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Govt. of Assam and fulfill all other statutory obligations, such as,

Provident Fund, ESI, GST , Workmen's Compensation Act, Casual Labour (R & A) Act, and/or such other Acts or Laws, regulations passed by the Food Safety and Standards Authority of India (FSSAI), central, states, Municipal and local governmental agency or authority. The contractor will pay all the time, revised minimum wages to their workers. The proof of payments made to individuals & statutory liability must be submitted to RGIPT for releasing payment every month.

20. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Mess/Canteen services in RGIPT Hostel campus.
21. All the catering staff should be medically fit. They should be free from any contagious diseases. The caterer shall get his employees medically examined once in six months and submit fitness certificate to the officer-in-charge.
22. The contractor will require submitting of medical report and police verification of the newly deployed employees within 10 days of their joining. The contractor shall issue ID Cards to all its workers and intimate accordingly to Institute.
23. The contractor shall have to make his own arrangements for the accommodation of its mess staff.
24. Entry into RGIPT campus by caterer's personnel will be subject to issue of gate passes to such personnel for the purpose. Gate passes shall be for a fixed period and shall be issued at the joint request of the caterer and the personnel of the caterer with respect to whom gate passes are sought, in the format prescribed by RGIPT in this behalf to be jointly signed by the caterer and the concerned personnel. The gate pass may be withdrawn without assigning any reason.
25. The books of accounts regarding attendance, acquaintance, wages paid, PF Accounts etc. are to be maintained properly and produced for inspection to the Institute, whenever asked for and the Institute can take penal action for non-compliance.
26. The workers employed by the contractor shall not act in any way detrimental to the interest of the Institute. They shall not be employees of the Institute and shall not have any claim whatsoever on the Institute
27. The Contractor shall be solely responsible either for any injury, damage, accident to the workers employed by them or for any loss or damage to the equipment/ property in the areas of work as a result of negligence/carelessness of its workers.
28. The workers shall have to follow the security regulations as directed by Security and fire fighting of the Institute. Workers shall not form union, carry out trade union activities in the campus, not participate in any strike, or protest in any form.
29. The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workers including safety regulations.
30. The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to the food items prepared and sold by him to RGIPT, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to the preparation, storage and sale of food, including the provisions of the Prevention of Food Adulteration Act, The Essential Commodities Act, and The Weights and Measures Act and all rules, regulations and orders framed there under.
31. The contractor will be solely responsible for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
32. The contractor shall be responsible and liable for all the claims of his workers.

33. The contractor shall obtain the license under the Contract Labour (R&A) Act from the office of the Assistant Labour Commissioner and produce the same preferably along with the first monthly bill. The first bill be cleared only on the submission of the said license. The contractor would be required to maintain all books and registers like Employment Register, Wages Register, Bonus Register, Overtime register, First Aid Box, Display of Notice, etc. as required under CLR&A, 1970 for inspection by visiting Labour Enforcement Officers.
34. The contractor shall obtain adequate insurance policy in respect of his workers engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
35. The contractor shall keep the Institute indemnified from and against all personal and third party, misconduct claims whatsoever arising out of any commission or omission by contractor or his employees, or representative as the case may be.
36. Upon the termination of the contract (except termination due to illegality), the Institute shall be entitled, at the risk and cost of the contractor, to arrange for meals and/or carry on the room services for the balance period of the contract as contemplated in the scope of the work through an independent agency and to adjust any differential amount thus incurred from the contractor (in addition to any other amounts, compensation and damage that the Institute is entitled to in terms of the contract or otherwise) from the security deposit or any other amounts due or becoming due to the contractor.
37. The payment shall be made on monthly basis on satisfactory completion of assigned job. The bill should be submitted on 5th of succeeding month and payment will be made within 30 days after certification by Chairman- Mess Committee & Chairman- Council of Wardens.
38. Mess charges will be billed on actual quantity of plate/food consumed. If students are out of station for more than 5 consecutive days, he/she is allowed a mess rebate (as applicable) at the end of the semester, provided that of Warden permits the absence from the campus.
(Mess off would also be given if a student is not keeping well and admitted to hospital or going for academic / sports / cultural activity deputed by the Institute and he submits the application through the Principal to the Hostel Warden well in advance before leaving or any other reason deemed fit by the Warden. The mess off shall be informed to the contractor two day in advance except in emergency / medical cases.)
39. All bidder shall deposit an Earnest Money Deposit (EMD) of Rs. 2,23,000.00/- Lakhs by means of Demand Draft, drawn in the favour of Rajiv Gandhi Institute of Petroleum Technology (RGIPT) payable at Bank of Baroda, RGIPT Jais Campus Branch, UP and must be enclosed along with the Tender. Tenders submitted without EMD will not be considered. The EMD of the unsuccessful bidders will be refunded without any interest after the award of the contract to the successful bidder. The EMD of the bidder is liable to be forfeited if the bidder prematurely withdraws his bid or the successful bidder fails to take up the job or fails to deposit the initial security deposit.
40. Successful contractor shall deposit an amount of 10% (Ten percent) of tender value or an amount as Performance Security Guarantee/ Security Deposit within 30 days of award of contract. No interest shall be paid on this amount. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
41. The Performance Security Guarantee/ Security Deposit may be in the form of Account Payee Demand Draft or Fixed Deposit Receipt from any scheduled or nationalized bank, drawn in favour of Rajiv Gandhi Institute of Petroleum Technology (RGIPT) payable at Bank of Baroda, RGIPT Jais Campus Branch.
42. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by the RGIPT besides

annulment of the contract.

43. If the contractor fails to carry out the entrusted job and related miscellaneous works within the stipulated time and as per the scope of work and specification, in such situation, RGIPT reserves right to impose penalty as decided by Mess Committee and will have the right to get the work done through other agency.
44. The Institute shall be entitled to inspect and/or test by itself or through any of its representative or an independent agency, premises of the contractor and materials stored therein for use pursuant to the contract and/or any ingredient to be used in the preparation of food intended for provision or sale pursuant to the contract.
45. If any material, item or component intended to be used for the work is found to be unsatisfactory, in such matter the decision of the Institute or authorized representative shall be final and binding to the contractor. The contractor shall not use such material, and shall keep the Institute indemnified from and against any claim of infection, poisoning or illness arising from any bad, stale or defective food or material provided by the contractor.
46. All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.
47. The contractor shall give vacant possession of the facilities/ premises made available to the contractor by RGIPT and return all furniture, fixture, equipments, utensils and other items made available by RGIPT in good condition after the contractual period is over or if the contract is earlier terminated.
48. If the contractor fails to do so, Institute shall be free to take possession of the premises by opening the lock(s), if necessary, and make out an inventory of all furniture material and equipment and if any item found missing, Institute will be free to deduct from the contractor's bill(s) or security deposit.
49. The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner.
50. The scope of work given is approximate only and may vary in actual course of execution. The contractor is therefore, advised to quote very carefully. No claim for the compensation from the contractor shall be entertained due to any variation in quantities (irrespective to the quantum of variation) of the various items of food or deletion of any item(s) of food. The rates shall be firm during the first year of the contract.
51. Either party may terminate the contract by giving two-month notice.
52. Contractor will have to provide replacement for a worker on leave/ holiday with intimation to RGIPT.
53. The contractor shall not be entitled to claim any compensation from RGIPT for the loss suffered by him on account of delay by RGIPT in the supply of useable water, electricity etc. where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, Acts of God, acts of enemies of the state/ country or any reasonable cause beyond the control of the Institute.
54. The tentative timing of mess operation is as follows:
Breakfast: 07.00 am to 8.30 am Lunch: 12:00 pm to 2.30 pm
Snacks: 5.30 pm to 6.30 pm Dinner: 08.00 pm to 9.30 pm
Mess committee reserves right to change the timing of mess as per students' requirement and comfort.

55. The Institute through Mess Committee reserves right to decide the timings for breakfast and each meal on different days. The mess committee may revise the timings over the year as per academic and other activities. The committee will inform the contractor about the changes in the timings well in advance.
56. Any member of the designated student committee or officer-in-charge or any authorized person can inspect the mess, kitchen or any process without prior notice to caterer.
57. In case of any discrepancy (in terms of palatability of food or hygiene) or any case of negligence, appropriate punitive action shall be taken and the Mess Committee will be fully empowered to impose penalty on contractor.
58. The successful Bidder shall be required to execute a Contract Agreement with RGIPT on the non-judicial stamp paper of Rs. 100/- (Rupees One hundred only). The cost of stamp paper shall be borne by successful bidder.
59. Institute reserves the right to amend the terms & conditions of contract and shall be given in writing. The amended terms and condition will form part of the agreement.
60. The Institute reserves the right to get the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
61. The successful bidder (contractor) shall take third party insurance to cover any accident or accidents of nature, for an amount as required for this type of work against damage /loss/ injury to property or person or loss of life during the complete period of the contract.
62. RGIPT expects the Students' Mess to be maintained as a high-end facility for our students' community, ensuring state-of-art hospitality and service management at the level of a Three Star standard.
63. The contractor shall indemnify and keep indemnified the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen Compensation Act, GST and other applicable taxes Works contract etc. and shall keep the Institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The contractor shall not employ child labour.
64. The contractor shall comply with all norms stipulated by the Institute such as Gate Passes, Checking, Maintenance of Cleanliness, Discipline and Decency at and around the work site, Safety Precautions and Safety Regulations.
65. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
66. In the event of any question, dispute or difference arising under this Agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to an arbitrator appointed by the Director, RGIPT. In such cases, the decision of the Arbitrator will be final and binding on both parties of this agreement.
67. It is agreed and declared by and between the parties hereto that the jurisdiction of any court in enforcing any of the rights or remedies of the parties hereto against each other or one another, a court in the city of Sivasagar alone shall have jurisdiction to the exclusion of all other courts in any place in the Union of India, so that none of the parties hereto shall be entitled to any proceedings whatsoever in respect of any matters touching or relating to or in connection with or arising under agreement and the terms and conditions thereof in any court except the court or courts having jurisdiction in the city of Sivasagar.

68. The Institute reserves the right to visit the sites managed by the contractor to evaluate its competency level during any stage of the tendering process. The report submitted by the inspecting committee will be considered for finalizing the successful bidder.
69. The contractor shall have to mobilize his resources to commence the work within 15 to 20 days from the date of award of contract.
70. RGIPT will provide the contractor kitchen space only and all required items need to be arranged by contractor.
71. The caterer will compulsorily provide appropriate uniform to all their staff engaged and deployed at RGIPT in sufficient quantity. All mess workers will wear neat and clean uniform, aprons, gloves, headgear and name badge during working hours.
72. Festive Special Meals:

*Festive Special meals (***One Meal on each Occasion***) shall be served on the following occasions:

- | | |
|-------------------------------|---------------------|
| 1. New Year | 6. Eid |
| 2. Makar Sankranti/ Magh Bihu | 7. Independence Day |
| 3. Republic Day | 8. Durga Puja |
| 4. Holi | 9. Diwali |
| 5. Bohag Bihu | 10. Christmas |

6. PAYMENT TERMS /PROCEDURES:

- a) The daily rate quoted by the caterer shall include the following costs (both, capital and operational):
 - i. wages for all relevant human resources,
 - ii. all general provisions, vegetables, fruits and milk of good quality,
 - iii. logistics – transportation, loading and unloading, and storage,
 - iv. utilities (water etc.) usage beyond permissible limits,
 - v. license fee
 - vi. Waste disposal charges and other cost heads specified by the RGIPT Administration.
- b) The mess committee in each hostel will review the service performance of the caterers through regular inspection visits and meetings scheduled on last week of every month.
- c) Based on the feedback of the students and the members of mess committee, a note on the satisfactory services provided by the contractor during that period mentioned in the bill, will be sent to Admin Officer.
- d) The applicable non-compliance charges shall be levied upon the caterer. Appropriate penalty clause will also be invoked for non-compliance of quality of service of the contract. At any point of time, if the hostel management found the appointed manpower by the caterer is insufficient to address catering needs, hostel management has right to employ temporary staff whose labor charges will be borne by the caterer.
- e) Contractor will submit the bill for a month to RGIPT Sivasagar Office, by 1st week of the following month. (The bill must be forwarded by mess committee and followed by respective Hostel Warden for processing of bill in every month).
- f) Bill will be forwarded to RGIPT, Jais accounts department for payment duly verified by Admin Officer, RGIPT, Sivasagar. if the services provided during the month are found to be satisfactory.
- g) An A/C payee cheque/NEFT/RTGS will be issued in the name of the Contractor from RGIPT within 30 days of receipt of the bill there. All applicable taxes will be deducted at source.
- h) T.D.S. certificate will be issued by RGIPT, Jais accounts department in the month of July/August of the next financial year.

- i) Rates once quoted will be valid for 2(two) years period and no request for increase will be entertained except the change in labour charges as per Govt. Wages. The quoted rates should include all taxes payable to the Govt. wages of the workers employed to carry out the assigned jobs as per scope of work described and any other costs envisaged to carry out the contract.
- j) Institute does not make any advance payment. Any payment will be released against invoice only after satisfactory services to be certified by the mess committee subject statutory deductions, penalty deductions etc.
- k) Payment will be release to the contractor on monthly basis by RGIPT for providing catering service to the students from the amount collected from the students as mess fees.

7. INSTRUCTIONS TO TENDERERS:

- a) Tenderers are advised to inspect and survey the Institute Hostels and familiarize themselves with its layout, Hostel premises, manner of managements, etc. with due permission from Admin Office, RGIPT, Assam Centre, before submitting their tenders. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site and work, whether he/she inspects the site or not.
- b) Submission of a tender by a tenderer implies that he/she has read this notice and all other contract documents and has made himself/herself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and local conditions and other factors bearing on the execution of the works.
- c) The tenderer shall submit the quotations which satisfy each and every condition laid down in the tender documents, failing which, the tender is liable to be rejected.
- d) The quotation submitted shall remain valid for acceptance for a period of 90 days from the date set for opening of the quotations. The tenderer shall not be entitled during the said period of validity, to revoke or cancel his quotation given or any item thereof. In case of tenderer revoking or canceling his quotation or changing any term in regard thereof, the earnest money paid by the tenderer along with the quotation shall be forfeited by the Institute.
- e) Any kind of changes/corrigendum in Tender may be issued and will be uploaded on Institute's website and will be informed in the respective contract numbers, therefore, all participating firms are advised to visit website regularly and submit the bid as per revised criterion.
- f) By submitting the tender papers, the tenderer agrees to all the terms & conditions mentioned above. In this regard, the **tenderer shall have to sign every page of the tender document (technical bid & financial bid); otherwise, his/ her submitted tender may not be considered for evaluation.**

8. SAFETY RULES

- a) The contractor shall carry out all works in accordance with statutory requirement of safety regulations and others rules/Acts as applicable.
- b) The contractor or his/her representative must take immediate corrective measures whenever any unsafe conditions/practices are detected.
- c) The contractor or his/her representative shall report any accident to appropriate Authority and also to the Institute Authority. The cause of all minor and major accident that occurs in

their job shall be reported and immediate remedial measures shall be taken to prevent re-occurrence of such accidents and also the responsibility solely lies on the contractor.

- d) Any person found under the influence of alcohol or any intoxicating drugs on duty is unfit for duty and should not be allowed to work. His work permit should be withdrawn and he should be sent out of the premises of the work

9. EVALUATION CRITERIA FOR TECHNICAL BID:-

(i) Institute shall evaluate the technical bids to determine, whether these qualify the essential eligibility criteria, whether the Caterer(s) have submitted the EMD & Tender Fee, whether all the required documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are complete and are generally in order.

(ii) After evaluation of technical bids, a list of the qualifying Caterer shall be made. Technically qualified Caterer(s) shall be informed for the date, time and place of opening of financial bids and they may depute their representative/s to attend the opening of financial bids on the scheduled date & time.

(iii) From among the bidders short listed after the evaluation of the Technical Bid, the Lowest - 1 Bid will be decided at the time of finalization of tender on the basis of rates given in the Price Bid. The tenderer quoting lowest rate per month will be considered as L - 1. **In case two or more tenderer quoting same rates, preference will be given to the tenderer having maximum experience of running Canteen service in similar Govt. organizations.**

10. ACCEPTANCE OF BID

Acceptance of bid shall be communicated to the tenderer through a 'letter of intent', followed by detailed work order, which shall form part of this Contract. Failure and negligence to accept the 'letter of intent' on the part of the tenderer shall entitle to forfeit the Earnest Money Deposit (EMD) submitted by the tenderer.

The decision of the Competent Authority of the Institute, in this regard shall be final and binding. No intimation shall be sent to the unsuccessful tenderers. However, the EMD shall be refunded to the unsuccessful tenderers within 30 days from the date of issue of 'detailed work order' to the successful tenderer without interest.

11. REJECTION of Bid CRITERIA:

RGIPT reserves the right to amend / cancel any of the terms and conditions in the Tender Document at any point of time or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of the RGIPT in this regard shall be final and binding on all.

Notwithstanding the above, deviation to the following clauses of Tender Document shall lead to summarily rejection of Bid:

- a) If the firm has failed to deposit EMD amount & Tender Document Fee
- b) If the requisite Earnest Money Deposit in the manner does not support the tender provided there in
- c) Schedule of Rates / Price Bids
- d) Period of Validity of Bid
- e) If the tender is not duly signed, or not found proper or complete to the satisfaction of RGIPT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- f) Contract Performance Security / Security Deposit

- g) If the Price Bid has been submitted in **OPEN ENVELOPE**.
- h) Arbitration / Resolution of Dispute/Jurisdiction of Court
- i) Force Majeure & Applicable Laws
- j) No DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. RGIPT will accept Bid based on terms & conditions of Tender Document only.
- k) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms & conditions of Tender Document. **Incomplete bids shall not be considered.**

12. **TERMINATION OF CONTRACT:**

- a) RGIPT shall have the right, any time during the duration of the contract to suspend, terminate or cancel the services of the Contractor by giving two months written notice to the Contractor.
- b) Termination of Contract can be on any of the followings:
 - i.) Default by Contractor.
 - ii.) Failure to deliver any or all of the services/complete the work within the specified timings specified in the contract.
 - iii.) Failure to perform any other obligation(s) under the contract.
 - iv.) Failure to take remedial action for its failure within the period given by RGIPT for remedial action.
- c) In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delays in providing of services, RGIPT shall be free to forfeit the Security Deposit fully or partially as may be decided by RGIPT.
- d) The right to terminate the contract shall be vested with RGIPT without prejudice to any other remedy for breach of contract either available under the contract or the law of the land.
- e) In case RGIPT terminates the contract in whole or part, RGIPT shall not pay any compensation in any form to the Contractor for the balance work.

Annexure I

[NOTE: Tenderer MUST submit ALL required documents in support of minimum eligibility criteria along with the tender. No document in support of minimum eligibility criteria will be accepted / entertained after opening of tender. A list of all submitted documents should be provided.]

Tender Form		
Bidder's General Information		
(Photocopy of Necessary Documents to be enclosed with the Form)		
Sl. No.	Items	Information/inputs to be filled by the Bidder/ tenderer (if required separate sheets may be enclosed)
1	Name and address of the Company/agency	
2	Telephone number, ,	
	Mobile number	
	email	
	Website of firm	
3	Type of organization (Whether partnership, private limited, limited company)	
4	Name and address of the directors/ proprietor /partners	
	Name and address of the contact person to whom all references shall be made regarding this tender enquiry	
5	Year of formation of the company.	
6	Nature of business carried by the company	
7	Branches in other cities in India and contact details	
8	Any sister concerns and their address	
9	Details of registration	
	Banker's name and address	
	Bank Account No.	
	IFSC Code:	
10	Details of Tender Processing Money Deposit	Amount
		Draft No.

		Date
		Bank
		Branch
11	Details of Earnest Money Deposit	Amount
		Draft No.
		Date
		Bank
		Branch
12	Total number pf permanent employees of the firm	
13	Contact number in case of emergency	
14	Total turnover of the agency during last 3years i.e. 2016-17, 2017-18, 2018-19.	
15	(a) Aadhar number	
	(b) PAN number	
	(c) GST number	

16. Furnish experience details successfully carried out the catering services (preferably in Central Government/Central Autonomous educational institute /Educational Universities) for 1 (One) similar completed work of more than 200 persons or 2 (two) similar completed works of more than 100 persons each among which The contractor should have executed at least 1 contract for providing catering services during last 3 years.

Name of the organization	Duration of contract		Amount of contract	No. of staff deployed
	From	To		

Undertaking

I do hereby certify that all the information furnished above is true to the best of my knowledge. And I have no objection to the College verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency/bidder

Official seal/stamp

Date:

Place:

ANNEXURE- III

**CERTIFICATE OF TURNOVER
(ON THE LETTER HEAD OF THE BIDDER)**

This is to certify that M/s -----
has registered following turnover and profit/loss during last three
financial years:

Financial Year	Annual Turnover (In Rs)	Net Profit
2018-19		
2017-18		
2016-17		

The information above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Seal & signature of Chartered

Accountant Date: -----

Signature (with date) & seal of

Bidder/Tenderer Date: -----

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Director
Rajiv Gandhi Institute of Petroleum Technology
Assam Centre (Sivasagar)
Gohain Gaon, Akhoiphutia Road
Sivasagar, Assam: 785697

WHEREAS (name of vendor/supplier)/manufacturer hereinafter called “the supplier” has undertaken, in pursuance of PO no. date2020....., to supply (Description of goods and service) hereinafter called the order.

AND WHEREAS, it has been stipulated by you in the said order that the supplier shall furnish you with a bank guarantee by recognised bank for the sum specified therein as security for compliance with the supplier’s performance obligation in accordance with the order.

AND WHEREAS, we have agreed to give the Supplier a bank guarantee;

NOW THEREFORE, we hereby affirm that we Guarantors and responsible to you on behalf of the supplier, up to a total of (amount of guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of 20.....

Signature and seal of Guarantors

.....
.....
.....

Date.....2020...

Address:.....

.....
.....

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

ANNEXURE-V

DECLARATION

(To be executed by bidder on Rs. 100/- Stamp paper &
attested by Public Notary/Executive Magistrate by the bidder)

I ----- Proprietor/ Director/ Partner of the firm

M/s. ----- do hereby solemnly affirm that the firm

M/s. ----- has never been black listed/debarred
by any organization/office and there has not been any work cancelled against
them for poor performance in the last three years reckoned from the date of
invitation of Tender.

We are not involved in any major litigation that may have an impact of affection
or compromising the delivery of service as required under this tender.

Yours faithfully

Signature of the Bidder, with Official Seal)

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

TENDER CONDITIONS ACCEPTANCE CERTIFICATE

(ON THE LETTER HEAD OF THE BIDDER)

1. I/ We have collected or downloaded the tender document(s) for the above mentioned 'Tender/Work' from the RGIPT website - www.rgipt.ac.in or from RGIPT Assam Centre as per your advertisement.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents, (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by RGIPT too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

Signature of the Bidder, with Official Seal)

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 100/- Stamp paper &
attested by Public Notary/Executive Magistrate)

We certify that during the last 4 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person Name

& Designation with office Seal

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

ANNEXURE-VIII

Mess Menu

Days	Breakfast	Lunch	Evening Snacks	Dinner
	07.00 AM to 08.30 AM	12.00 PM to 02.30 PM	05.30 PM to 06.30 PM	08.00 PM to 9.30 PM
Monday	Roti+ Sabji + Black Tea	Rice+Dal+ Sabji (1 No)(Seasonable Vegatable)+Salad	Black Tea/Milk Tea + Biscuit (2Pcs)	Rice+Dal + Special fried item (potato/brinjal/okra) for vegetarian + Sabji (Seasonable Vegetable) + Lemon / pickle (standard) Extra: Egg curry (1 egg)
Tuesday	Veg Noodles + Black Tea	Rice+Dal+ Sabji (1 No) (Seasonable Vegatable)+Salad Extra: Paneer Curry	Black Tea/Milk Tea + Veg Patties	Rice+Dal+Sabji (Nutrela+Seasonable Vegetables) +Special Fried Items (Aloo/Brinjal/ Okra) +Papad
Wednesday	Chole, Bhature + Black Tea	Rice+Dal+ Sabji (1 No)(Seasonable Vegatable)+Salad	Black Tea/Milk Tea + Samosa	Rice+Dal+ sabji++sweet dish + Lemon/pickle (standard) Extra: Chicken Curry (100 gm each)
Thursday	Roti+ Sabji + Black Tea	Rice+Dal+ Sabji (1 No)(Seasonable Vegatable)+Salad	Black Tea/Milk Tea + Muffins	Rice+Dal fry+Sabji (Seasonable Vegatable)+Nutrela +Papad Extra: Paneer Curry
Friday	Bread+Butter+Jam + Black Tea	Rice, Chapati, Moong/Golden Gram, Shahi Paneer, Papad, Green salad, Raita Extra: Fish Curry	Black Tea/Milk Tea + Veg Chop	Rice+Dal +Special fried item (potato/brinjal/okra) for vegetarian + Sabji (Seasonable Vegetable) + Lemon / pickle (standard)
Saturday	Black Tea +Paratha+Sabji (Gravy) (Rajmah/Chana Dal/Kabuli Chana)	Rice, Chapati, Veg Kofta, Aaloo Jeera, Daal Fry, Papad, Green salad, Rasgulla	Black Tea/Milk Tea + Samosa	Rice+Dal+Special Fried Item (Aloo/Okra/Brinjal)+ Extra: Fish Curry (1pc Normal size)
Sunday	Black Tea + Puri+Sabji (Gravy) (Rajmah/Chana Dal/Kabuli Chana)	Rice+Dal+ Sabji (1 No)(Seasonable Vegatable)+Aloo Fry+Papad	Black Tea/Milk Tea + Samosa	Pulao+ Panner curry +lemon/pickle+sweet dish Extra: Chicken Curry (100 gm each)

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

Note:

- a. The above Menu should strictly be followed. Any changes regarding the Menu should be done after getting written approval from the concerned authority.
- b. Adequate Salad will be provided during lunch and dinner. It will comprise of lemon, green chillies (both raw and fried). Either tomato or onion must be there in the salad. The choice of salads is completely with the Mess committee irrespective of their rates in the market.
- c. Contractor has to collect the guest charges directly from the students /guests.
- d. *Caterer should provide special Dinner or Lunch on occasions like festivals (as mentioned) in a year, as decided by the mess council, at no extra cost. Special dinner menu could include additionally: 2 starters (veg+non-veg), sweets (2pcs or 1 pc of two different sweet or equivalent/ice-cream etc.), drinks, papad, pickle etc.
- e. All food items shall be served in unlimited quantities, unless otherwise specified.
- f. In addition to the above mentioned menu the caterer may provide special veg/non veg, sweet dishes by taking extra charge from the boarders.

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

Price Bid (Part- II)

(ON THE LETTER HEAD OF THE BIDDER)

Tender No.	RGIPT/SVR/PC/2020/06
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**To,
The Chairman
Purchase Committee
RGIPT, Assam Center, Sivasagar**

Dear Sir,

In response to your tender notice published in dated/...../2020. and tender form along with terms and conditions of tender published on, we hereby submit our best possible rate as mentioned below:

Sl. No.	Particulars	Rate in Figure (Rs.)
1.	The daily fixed amount charged by the tenderer/ contractor per student per day for providing Catering Service (For Breakfast, Lunch, Snacks and Dinner), daily wages to its employees , Transportation and maintenance as per the scope of work towards the RGIPT Hostels (inclusive of GST)	
4.	Amount in words:	

**Authorized Signatory
Name & Signature with
Seal
Date:**

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal