



GOVERNMENT OF ASSAM

PRINCIPAL CUM CHIEF SUPERINTENDENT JORHAT MEDICAL COLLEGE &  
HOSPITAL JORHAT

**E- TENDER DOCUMENT FOR OUTSOURCING OF  
HOSTEL MESS SERVICE (UG BOYS') AT  
JORHAT MEDICAL COLLEGE & HOSPITAL,  
JORHAT**

IFB NO. SMEJ/JMCH/2449/2020/6805 DATE: 14/10/2020

**TWO BID SYSTEMS**

<b>Date and Time of Publishing of E-Bid Document</b>	<b>12.00 P.M of 15/10/2020</b>
<b>Date and Time of Start of Bid Submission</b>	<b>3:00 PM of 15/10/2020</b>
<b>Date and Time of Pre-Bid Meeting</b>	<b>1:00 PM of 21/10/2020</b>
<b>Date and Time of End of Bid Submission</b>	<b>12:00 PM of 10/11/2020</b>
<b>Date and Time of Opening of E-Technical Bid</b>	<b>1:00 PM of 10/11/2020</b>
<b>Tentative Date and Time of Opening of E-Price Bid</b>	<b>Shall be communicated later with the technically qualified bidders.</b>

Tender document may be downloaded from institute's web site [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in) (for reference only) and e-portal site <https://assamtenders.gov.in>

**Jorhat Medical College & Hospital, Jorhat**

Kushal Konwar Path, Barbheta, P.O. Jorhat-785001, Assam, India

Email: [jmc-asm@nic.in](mailto:jmc-asm@nic.in)

[www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in)

## Notice Inviting Tender

### OUTSOURCING OF HOSTEL MESS SERVICE (UG BOYS') AT JMCH

- Tender Notification No : **SMEJ/JMCH/2449/2020/6805 Date: 14/10/2020**
- Nature of work : Outsourcing of Hostel Mess service (UG Boys') at JMCH
- Tender Fees (Non-refundable) : Rs. 1000/- (Rupees one thousand) only
- EMD Amount (Refundable) : 2.00 Lakhs (Rupees Two Lakhs only) Mandatory for all except those who are exempted under specific provisions of law.
- Period for contract : Initially for a period of 01 years that may be extended for another period of one year on the same terms and conditions as mentioned in the Tender documents
- Tender document download from : [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in) (for reference only)  
e-portal : [www.assamtenders.gov.in](http://www.assamtenders.gov.in)
- Date and time of start of bid submission: 15/10/2020 from 3.00 P.M
- Date and Time of Pre-Bid meeting : 21/10/2020 at 1.00 P.M
- Last Date of submission of Tender : 10/11/2020 till 12.00 PM
- Date of Opening of E-Technical Bids : 10/11/2020 till 01.00 PM
- Date of Opening of E-Financial Bids of Technically Qualified Bidder : To be announced later
- Address for the submission : O/o. Principal cum Chief Superintendent, Kushal Konwar Path, Barbheta, P.O. Jorhat-785001, Assam, India





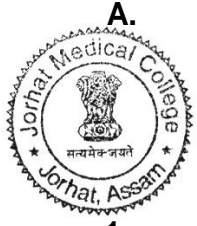
## **Instructions to the Online Bidders:**

Online bids are invited on single stage two bid systems for “**Tender for Outsourcing of Hostel Mess service (UG Boys) at JMCH**”

**Manual bids shall not be accepted.**

2. Tender document may be downloaded from JMCH web site [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in) (for reference only) and e-portal website <https://assamtenders.gov.in/nicgep/app> as per the schedule
3. Bid shall be submitted online at e-portal website <https://assamtenders.gov.in/nicgep/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Tenderer who has downloaded the tender from the JMCH web site [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in) and e-procurement website <https://assamtenders.gov.in/nicgep/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with JMCH, Jorhat-Assam.
5. The complete bidding process in online bidding, Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
6. Tenderers are advised to follow the instructions for the e-submission of the bids online through the Public Procurement Portal for e Procurement at <https://assamtenders.gov.in/nicgep/app>
7. Tender should be valid for 365 days from the tender due date i.e. tender opening date.
8. The tender is in two - bid system i.e. Technical & Financial contains Technical details and the Price Schedule (BOQ) as per format to be available in the e-portal: <https://assamtenders.gov.in/nicgep/app>. The technical bid will be opened on the designated date by the Tender Committee. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Tender Committee in respect of those who qualify the terms and conditions of the technical bid.
9. The technical should be sealed by the bidder in separate covers super-scribed “**Technical bid for outsourcing of Hostel Mess service (UG Boys) at JMCH**” Sealed Envelopes should be kept in a main/ bigger envelope super- scribed as “**Tender for outsourcing of Hostel Mess service (UG Boys) at JMCH**”. The ‘Technical Bid’ will be analyzed and ‘Financial Bid’ of only those firms who are found eligible in ‘Technical Bid’ will be opened in due course and the eligible firms would be intimated there of accordingly.
10. Tenders submitted online only through e-portal: [www.assamtenders.gov.in](http://www.assamtenders.gov.in). Bidders are request to submit a hardcopy technical bid alongwith the (Fees+EMDs) to the office of the undersigned after successful submission of their tender through online. Tender submitted without following Two-Bid system procedure as mentioned above would be summarily rejected. The price bid must be submitted online only. The prices must be quoted in Indian Rupees for both indigenous and imported make. Bids, where prices are quoted in any other way shall be treated as non- responsive and rejected. The bidder shall indicate on the appropriate price format in to be available as BOQ in the e-portal: [www.assamtenders.gov.in](http://www.assamtenders.gov.in). **The Bidders are requested to submit a hard copy (original) of tender document along with the necessary fees, EMD & covering Letter mentioning about the Payment Details, Company Name, Address, Payment (Mention the Tender ID and Tender Title) in**

the stipulated date and time.



1.

### Introduction:

Jorhat Medical College & Hospital, Jorhat-Assam is an institute of Govt. of Assam established under the Department of Health & Family Welfare (B), Govt. of Assam.

The institute desires to outsource the catering and mess services for its hostel (Boys') at the Institute campus by engaging reputed catering firm to operate the hostels mess professionally and provide healthy and hygienic foods at par with Institute standard.

Therefore, sealed tenders, in two-part bids affixing court fee stamp of **Rs. 8. 50 (rupees eight and paise fifty)** only are invited from reputed catering firms Hotel/Restaurant Chain to manage the Institute mess and serve food to the hostels boarders at JMCH, Jorhat. The crockery for serving dishes, ovens and other kitchen equipment the consumables and fuel (Commercial LPG cylinder) have to be arranged by the service provider for routine day to day catering. Interested firms may submit their tenders in two part bids as :

**PART A :** Technical Bid (Form-I, II, III, IV, V & VI)

**PART B :** Financial Bid **(to be available as BOQ in the e-portal)**

2.

### Scope of Work:

The Scope of Work is broadly described as running and providing Breakfast, Lunch, and Dinner to the students. The scope of work is elaborately described at Part –III, below.



### 3. Technical Qualifications:

#### **For Established Mess Contractor / Catering Firm**

Minimum 05 years' experience in the profession of running mess of minimum 100 persons or students OR continuously running for at least 03 years at any reputed Educational Institute / AB's / PSUs / Private Companies.

- Annual turnover of at least Rs. 20.00 Lacs (per annum) during last 3 financial years
- PAN
- Registration under the EPF Act 1952 and ESI Act
- GST Registration No.
- Up to date Labour license No.
- EMD of Rupees 2 Lakhs only in form of DD/FD in favour of "JMCH TENDER" payable at Jorhat
- Up to date Trade license
- Up to date Registration of FSSAI Certificate

#### **For Owners of Hotel / Restaurant**

- Minimum 05 years' experience in the profession of operating any restaurant or Hotel
- Annual turnover of Rs. 20.00 Lacs during last 3 financial years and submit audited balance sheet
- PAN
- GST Registration No.
- Registration of FSSAI Certificate
- Up to date Labour license No.
- EMD of Rupees 2 Lakhs only in form of DD/ FD, issued from any nationalized bank, drawn in favour of "JMCH TENDER" Payable at Jorhat.
- Registration under the EPF Act 1952 and ESI Act.

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4. **Pre-Bid Meeting:**

The Pre-Bid Meeting to be held on 21/10/2020 at 1.00 P.M onwards in the College Council Hall, JMC. The Pre-Bid Meeting would discuss the realm of activities of the mess and also clarify queries, if any of the prospective bidders.

**Opening of E-Technical Bids:**

The Technical Bids shall be opened on 10/11/2020 at 1.00 P.M. in the presence of the bidders, who wish to remain present. **Only one representative from a firm will be allowed to attend the opening.** Representatives must carry letter of authority from their firm/agency.

**Opening of E-Financial Bid:**

The E-Financial Bid of only those firms, found technically qualified by the committee, will be opened through **online**. Shortlisted firms will be intimated by e-mail or over phone about the date of the opening of E-Financial Bid to enable them to remain present on the day of opening of Financial Bids.

6. **Quoting the Price:**

Wages of mess staff and Rates for per plate food have been separated and **bidders are required to quote only the price for per student per day (including manpower cost)**. Salary of mess staff shall be paid as per the minimum wage rates as applicable time to time which is responsibility to the bidder.

**Cancellation of Tendering Process:**

JMCH authority reserves right to withdraw tender after floating it for public access or cancel the entire tendering process without assigning any reason thereof. Also, institute reserves the right to select or reject any bid without assigning any reason thereof.

7. **Last Date for Submission of Tender:**

Last date for submission of tender, completed in all respect, is **10/11/2020 by 12:00 P.M.** Tender shall be sent either by Speed / Registered Post or submitted by hand. Tender completed in all respect shall be sent on the following address with all documents: **The Principal cum Chief Superintendent, Jorhat Medical College & Hospital, Kushal Konwar Path, Barbheta, P.O. Jorhat-785001, Assam,**



The Tender IFB No.SMEJ/JMCH/2449/2020/6805 and 'Tender for outsourcing of Hostel Mess service (UG Boys)' at JMCH' shall be clearly mentioned on the top of envelope.

**Sequencing of Tender Documents (Technical Bid):**

Tender documents shall be prepared in below mentioned order and shall be submitted in the form of a book. It means that bidder will do the spiral binding of all necessary documents (and put up fresh page numbers from starting) to make a book. Document shall be arranged in following order:

Sl. No.	Details of Documents of Technical Bid	Form No.	Enclosed or Not
1.	Court Fee	Rs. 8.50/-	
1.	Tender Fees	Rs. 1,000/-	
1	Earnest Money Deposit (EMD)	Rs. 2 Lakhs	
2	Affidavit on letter head or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions	Form-I	
3	Certificate for Ethical Practice	Form-II	
4	Technical Bid	Form- III	
5	Signed & stamped copy of tender		
6	Work experience certificates (Attach copies of Work Orders		
7	Contact details of establishment where caterer has provided service in the past or present	Form-IV	
8	Incorporation certificate of your firm		
9	Annual Turnover of last 3 financial years		
10	Attach copies of Audited Report and ITR for last 3 (three) year.		
	Non blacklisting certificate	Form V	
11	Bank Solvency Certificate in format	Form-VI	
12	Copy of PAN		
13	Copy of GST Registration		
14	Copy of EPF registration		
15	Copy of Labour License registration of last 02 years		
16	Copy of Shop & Establishment Registration if applicable		
17	Copy of Trade License		
18	Registration of FSSAI Certificate		
19	Performance certificate from the authority/employer		

**I. Financial Bid:**

(To be available as BOQ in the e-portal : [www.assamtenders.gov.in](http://www.assamtenders.gov.in) )

**m. Evaluation of Bids:**

All received tenders shall be initially evaluated on technical parameters.

It is mandatory for all bidders to fulfill all specified criteria. Therefore, bidders are required to read the tender document carefully and submit tenders along with all necessary documents to avoid any chance of rejection

**Process of evaluation:**

Steps of evaluation	Criteria	Impact of unavailability of requisite document
1 <sup>st</sup>	Court Fee of Rs. 8.50/-	Tender shall be summarily rejected & no further evaluation of Tender shall be done if any of the document is not submitted
2 <sup>nd</sup>	Tender Fees of Rs. 1,000/- (Non-refundable)	As above
3 <sup>rd</sup>	EMD Amount of Rs. 2 Lakhs (Refundable)	As above
4 <sup>th</sup>	Signing & stamping of all pages of Tender Document	As above
5 <sup>th</sup>	05 years experience in the profession & continuous running of mess from last 03 years	As above
6 <sup>th</sup>	Annual Turnover of Rs. 10 Lac	As above
7 <sup>th</sup>	Registration with Income Tax department & PAN No.	As above
8 <sup>th</sup>	Registration with GST	As above
9 <sup>th</sup>	Registration under EPF Act & ESI Act	As above
10 <sup>th</sup>	Registration of FSSAI Certificate	As above
11 <sup>th</sup>	Registration of Labour License for last 02 year	As above
10 <sup>th</sup>	Trade License	As above





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**Step-1: Earnest Money Deposit (EMD) 2 Lakhs is must for all bidders, except those exempted, tender found without EMD, shall be rejected summarily and no further evaluation of tender shall be done.**

**Step-2:** It will be mandatory for all bidders to sign with date and stamp all pages of tender document. In absence of signature and stamp of bidder, tender shall be rejected out rightly and no further evaluation of tender shall be done

**Step-3:** Bidders must have 03 years experience in the field of offering similar nature to any reputed government or private organization OR business of running any reputed Hotel/ Restaurant for at least 05 years. Bidder(s) will be required to submit the Work Order/Purchase Order OR Incorporation Certificate (in case of running a Hotel/ Restaurant) in proof of experience. If it is not complied, tender shall be rejected at this stage and no further evaluation of tender shall be done.

**Step-4:** Registration with Income Tax Department for PAN, Annual Income Tax Return Filing, GST Tax Registration and Registration under EPF Act and ESI Act shall be checked for only those bidders, who fulfills above criteria.

**Step-5:** After the technical round, Financial Bids of technically qualified bidders shall be opened in the presence of only eligible parties. Date of opening of Financial Bids shall be communicated in due course of time.

**Step-6:** Please note that bids without the information and documents mentioned above and not provided in chronological order will be rejected without further consideration.



B.

## Part-II

### General Condition & Scope of the Contract

#### Scope of Work:

The contract is essentially for providing following mess services to the boarders of JMCH hostel. The scope of work, covered by the contract, is broadly but not extensively described as given below:

- b. Cooking and serving meals- Breakfast (Morning), Lunch and Dinner. Each meal will be served over a period of 1 ½ (One and a half) hours.
- c. Procurement of raw material as per specification given in Part-IV
- d. Managing and control of stocks and inventories
- e. Coupon sales. Boarders may use these coupons to get 'extra' items not included in the basic menu of the mess
- f. Cleaning of utensils, kitchen and serving items
- g. Cleaning of cooking, dining and auxiliary areas
- h. Security of the equipment, utensils and other items in the mess
- i. Maintenance of the equipment in the kitchen and dining areas
- j. Maintenance of books, ledgers, other records and documents related to running of the mess
- k. Deployment and supervision of required manpower for the above-mentioned job
- l. Contract shall be initially for a period of 01 year that may be extended for a period of another year on same terms and conditions as mentioned in the Tender Documents with mutual consent with the authority.
- m. Tentative Period of mess operation: as per Academic Calendar of JMC

**In case the vacation is extended/reduced or re-scheduled, the supplier will be paid based on the actual number of days food was served for students.**

#### o. Tentative Timing of Mess

**Breakfast:** 07.00 am to 8.30 am

**Lunch:** 12: 30 pm to 2.00 pm

**Snacks:** 04.00 pm to 5.00 pm

**Dinner :** 08.00 pm to 9.30 pm Normal operation schedule of JMCH.



p. However, Mess Committee reserves the right to extend or reduce the period of mess operation.

q. The mess committee also 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 mess committee will inform the contractor about the changes in the timings well in advance.

**Sample Mess Menu** - The mess committee shall provide basic menu, which shall continue for a minimum period as notified, once agreed upon mutually between Mess Committee and the Contractor. The mess committee reserves the right to change the menu from time to time. Any change in the menu shall be communicated in writing, adequately in advance, to the contractor. **The Basic Meal Plan in accordance with the norms contained in Annexure-II shall be executed.**

s. In addition to above, the contractor shall be required to provide extra mess facilities against additional payment basis to the boarders of hostel in respect of items not covered under the Basic Meal Plan. Under such circumstances, the contractor shall be required to proportionately enrich the dinner/ lunch/ breakfast, as decided by the mess committee. Menu once decided shall continue for a minimum period of one month.

t. **List of Boarders** - The list of boarders, who will compulsorily join the mess, shall be provided by the Warden/Mess Committee from time to time. The number of boarders may vary depending upon academic sessions and vacations.

u. **The Mess premises comprising, cooking and dining facilities, furniture, appliances shall be provided by the Institute free of cost.** However, raw material containers, water, crockery, kitchen equipment, cleaning / washing materials / tools and manpower to properly maintain this infrastructure shall be arranged by the contractor at his own cost.

v. The contractor should hire/ enter into agreement with Pest-Control Agency to keep the mess area infection/mosquito/rat free and cost incurred on it shall be borne by contractor.



2. **Maintenance of Inventory** - The inventory of articles shall be handed over to the contractor in good and working condition at the commencement of the contract. The contractor shall be the custodian of this Institute's properties and mess inventory during the period of contract and shall make good any loss to the inventory by way of misuse, breakage, theft, etc., at his own cost.
3. **Refund of Security Deposit** - Similarly the inventory in good condition shall be handed over by the contractor to the mess committee on the expiry of the contract period. The security deposit shall be refunded only after a "No Dues Certificate" granted by the Mess Committee.
4. The requirement, furniture and appliances shall be provided by hostel administration. However, the serviceability and repairing of the utensils, furniture and appliances shall be done and ensured by the contractor at his own cost.
5. **Use of Electricity** - The contractor shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer / grinder, oven and other equipment for cutting/grilling vegetables, etc. Any other electrical cooking appliance may also be used by the contractor after obtaining prior permission of the Mess Committee / Warden in writing.
6. **Storage and Food** - The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer and 10 (ten) hours in winter, shall be deemed to be stale and unfit for consumption.
7. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
8. The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
9. **Removal of Waste Materials from the Mess Area** - The waste material and unused/leftover food from mess will be removed from mess premises every day. The



contractor will ensure that all the waste material and unused/leftover food should be disposed off properly at the place designated by the institute for the purpose. The contractor will also ensure that stray cattle, such as monkeys, pigs, dogs, cows, etc., do not consume any food within the mess premises.

10. **Quality of Food** - The contractor shall procure only good quality fresh vegetables from the market. He shall not be allowed to store the vegetables for more than **1 (one) day in summer and 3 (three) days in winter at a stretch**. However, the contractor shall ensure that a sufficient stock of other raw materials are stocked in the store for consumption for a minimum period of 15 (fifteen) days. The mess committee shall have the right to check the quality of food articles and vegetables from time to time.
11. The food shall be neither too spicy nor too oily. Food should be wholesome and shall cater to the taste of the boarders.
12. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
13. **Operational Period of Mess** - The mess will normally be operational for at least **9 months in a year**. No payment shall be made to contractor when mess is closed. The mess may be closed during the vacations at the discretion of Institute. The actual dates of these vacations are decided well in advance and are readily available in the institute academic calendar. The decision of the institute regarding the running of mess during the vacation shall be final and binding on the contractor. During the academic session the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.
14. In case of any sudden holidays or closure of institute, due to unforeseen reasons, the contractor shall be paid as per the actual number of days for which the mess was operational for the month.
15. **Period of mess operation: Last week of July to 1<sup>st</sup> week of December and Last week of December to 1<sup>st</sup> week of June.** Institute shall pay food cost / per day / per Students to contractor only for these periods. There is also a provision of a weeklong recess during academic session and that will be intimated by Mess to Committee contractor in advance.

C.

**PART – III**  
**BRAND OF ITEMS**

The contractor shall procure wholesome food articles of standard quality in consultation with and to the satisfaction of the Mess Committee.

**Note:**

1. It will be the responsibility of contractor to ensure the purchase of superior quality items, in the case of rice, pulses, vegetables, etc. also along with other branded items. If it is found that, contractor is deviating from the specified brand or standard, he shall be penalized accordingly, and Mess Committee may also decide for the termination of contract after repetitive deliberate negligence / mistake.
2. The caterer may use any other FSSAI approved brands also, if permitted by the Mess Committee in writing.
3. The mess committee shall have the right to change any brand provided the cost does not exceed the specified brand.
4. The institute may send their representative along with contractor while purchasing the non-perishable items like rice, dal, atta etc. to ensure the purchase of branded items, as mentioned above.
5. Vegetarian and Non-Vegetarian food will be cooked and served separately.

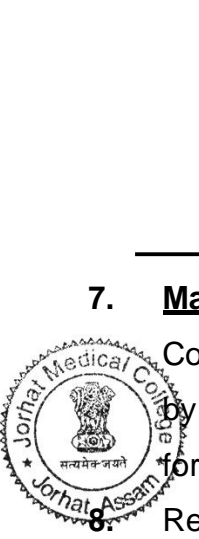
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## PART- IV



**Catering Contract Terms and Conditions along with responsibilities of caterer.** The Mess facility at JMCH on the campus consists of a kitchen and dining hall. The important terms and Conditions are listed below for the convenience of contractor:

1. **Evaluation of Performance** – The institute Mess committee or administration may take up periodical or sudden check at the mess to ensure quality of the food provided to the boarders.
2. **Performance Security - Within 7 days of execution of the mess contract, the caterer will be required to execute the performance security deposit, equivalent to 5% of annual contract value in the form of a FD/BG issued on the name of 'JMCH TENDER' payable at Jorhat should be from a scheduled nationalized bank, and will be held against any defaulting in performance and violation of terms and conditions. This Bank Guarantee shall be effective for entire contract period.**
3. **License Fee** - The catering contractor has to pay a license fee of Rs. 1000/- per month for the contract period OR at such rate as may be fixed by the institute for the subsequent period, if the contract is extended
4. **Labour Law Compliance:** The successful mess contractor should have registered himself with the Labour Commissioner, Assam as a contractor under the Contract Labour Regulation Act and should have obtained a Labour License and should complete all required formalities
5. The following rules should be followed:
  - a. The caterer should adhere to the provisions of the Provident Fund Act, ESI Act, The Central Labour Commissioner Minimum Wages Act and other such acts which are applicable.
  - b. The caterer should ensure that the payment is made to the labourers as per Central Labour Commissioner Minimum Minimum wages act to the satisfaction of the licensee.
  - c. The **Caterer shall not employ child labour** and upon violation legal action would be taken.
6. **Maintenance of Civil & Electrical Work** - Major civil and electrical works will be attended by JMCH. Minor maintenance jobs such as replacement of light bulbs, tube lights, maintenance of fan etc. will be the responsibility of the catering contractor.



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7. **Maintenance of Stock Registers** - The stock entry of Kitchen equipment, cutlery, Cookery and furniture, etc., which is provided by the JMCH Mess Committee and brought by the Contractor will be maintained in JMCH Mess Office in both the Hard and Soft copy format.
  8. Refilling of commercial cylinders and procurement of good quality grocery/ provisions and other consumables will be the responsibility of the caterer.
  9. **Security and Maintenance of Fixed Assets** -Security and maintenance of licensed equipment, fittings and fixtures, furniture etc. will be the responsibility of the catering contractor.
  10. Cleaning and Housekeeping of kitchen and dining area will be the sole responsibility of the caterer.
  11. Cleaning of utensils, cutlery, crockery, kitchen equipment etc. is also responsibility of the caterer. The highest possible standards are expected in this regard.
  12. All possible measures must be taken to ensure hygiene in the kitchen and mess. These include the provision of ample liquid soap for hand wash at basin, clean towels to clean hand, hand gloves for mess workers, who handle items like salad, panipuri, papad, etc., head caps for mess workers and other measures as advised by the Mess Committee.
  13. Mess Committee of JMCH, Jorhat reserves the right to check on cleanliness and upkeep of premises and quality of provisions, and quality of the food.
  14. The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
  15. One of the supervisors should be entrusted the duty of quality control and hygiene.



D.

**PART- V**

**PENALTIES FOR VIOLATION OR RULES**

The caterer will be fined in case of violation of the following rules:

1. **Non-availability of complaint register** on the counter/discouraging members from registering complaints would lead to a fine of Rs. 2,000/- on the caterer each occasion.  
**Any complaints of insects and/or foreign object** (hair, rope, cloth, plastic, etc) cooked along with food found in any food item would invite a fine of Rs. 1,000/- on every occasion on the caterer.
3. **Any complaint of stones / pebbles of diameter** will attract a penalty on the caterer of Rs. 2000/- on every occasion depending on the size of the stone / pebble.
4. **Hard and/or sharp objects** like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs. 5000/- per incident.
5. **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 caterer.
6. **03 or more complaints of unclean utensils** would lead to a fine of Rs. 3,000/- on the caterer on each occasion.
7. If mess committee agrees that **certain meal was not cooked properly** then a fine of Rs. 3,000/- would be imposed on the caterer on each occasion.
8. If food for any meal gets over within timings of mess and waiting time is more than 30 minutes for breakfast or lunch or dinner, then a fine of Rs. 2,000/- would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
9. **If the quality of milk is not found up to be appropriate**, or it is diluted, a fine of 2,000/- would be imposed on each occasion.
10. **Changes in menu of any meal** (including fruit/juice/milkshake) without permission of mess committee would result in a fine of Rs. 5,000/- to the caterer.
11. **Inappropriate personal hygiene of workers** including their dress personal hygiene of workers and/or misbehavior by workers etc. will lead to fine of Rs. 2000/- on caterer for every instance.
12. **Failure to maintain a proper health check up of the workers** will attract a fine of

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Rs. 4,000/- per instance.

13. **Absence of proprietor or his representative empowered to take decision from mess committee meetings on due invitation** (which will be held once every month) will attract a fine of Rs. 10,000/- on caterer.
14. As and when mess committee proposes a fine, it will inform the representative of the caterer or mess manager and fine will be imposed.
15. **Using of brands not mentioned in the contract** without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Mess Committee.
16. Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summarily Termination of the Contract.
17. **Notice Period - The notice period for the termination will be 30 days.** If a contractor disobeys the rule made by the JMCH Mess Committee, repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further caterer would be blacklisted by the institute.
18. Caterer would not have any right to put any charges/blaming on any of the JMCH Mess Committee members as they are serving voluntarily to the JMCH.
19. **Only people who pay, gets the food. No other people including security men, or any other staff gets free of cost food for any reason. (Exception- food quality supervision).**

**N.B.:** Any penalties/fines imposed on the caterer would be deducted from their payment of the same month itself.





E.

## PART- VI

### ENGAGEMENT AND DEPLOYMENT OF MANPOWER FOR MESS SERVICES

**Note:** Detailed calculation of wage and salary of above the staff has been provided in Annexure-I for the reference of contractor

Contractor will be required to engage above mentioned staff under Highly Skilled, Skilled, Semi-Skilled and Unskilled categories or categories as specified by JMCH from time to time.

- 1. Details of Workers** - The contractor shall submit a list of workers, with complete details including local/ permanent addresses, contact details, and their photographs etc, for approval which may be allowed to work at the mess. The Warden/Mess Committee may reject any or all the names without assigning any reason thereof. Only those workers who have been cleared by the Mess Committee/ Warden/warden shall be allowed to enter into the premises of the mess. The above workmen shall be placed at all the times under exclusive supervision of the contractor.
- 2. Payment of Minimum Wages** Salaries of these staffs shall be governed by State Labour Commission Minimum Wage Rates Act. Contractor must be aware that 'State Labour Commissioner' revises minimum wages from time to time. If there shall be any upward revision in the minimum wages during the contract period, contractor shall make the payments to staff accordingly and JMCH, Jorhat shall not be pay the differential amount. Also the contractor shall be responsible for opening of bank account of each employee to nearby bank on their own cost in order to transfer the salaries of employee directly to their account.
- 3.** Contractor shall also ensure that each and every employee is covered under the provisions of ESI Act 1948 and EPF Act1952.
- 4.** The Employees' Provident Fund (EPF) and Employee State Insurance Commission (ESIC) contribution in respect of all employees shall be submitted by the contractor on the production of challan / receipt copy along with the monthly bill in respect of mess workers engaged/ serving for JMCH, Jorhat students' mess.
- 5.** Contractor shall issue salary slip to all staff members engaged and shall remit the salary in the staffs Account through net-banking to ensure the timely payment.

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6. **The contractor shall compulsorily submit the proofs of payments towards PF, ESIC and Service Tax (if applicable) dues of previous month for claiming subsequent month's payment.**

7. **Payment date of Salary to the Work men-** The Contractor has to pay the salary to workmen by 7<sup>th</sup> of every month for immediate previous months work without waiting for clearance of his pending bills.

8. **Maintenance of Attendance Record-** The contractor has to maintain a proper attendance record of all the workmen and that shall be certified by Mess Committee/Warden. A copy of the same record shall be submitted every month along with the Bill for Payment.

9. The contractor has to ensure that their employees will protect the institute's information received during discharge of their duties from any unauthorized disclosure to third party(ies) without permission.

10. The mess workers shall be available for work for more than one shift staggered over 12 hours. However, the total hours of work taken in a day shall not exceed 08 hours.

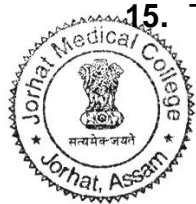
11. The mess committee reserves the right to check the attendance of the mess workers from time to time and in case of deficiency in deployment of manpower found, penalty shall be imposed. For each shortfall and recovery shall be made for a period to be assessed by the mess committee and in this regard, decision of Mess Committee shall be final and binding.

12. The contractor shall not be allowed to use the hostel or mess premises to offer any messing facility beyond the scope of the contract unless agreed to by Mess Committee.

13. **For sick students, the contractor shall arrange to serve "sick diet" at their rooms. The sick diet shall be defined and provided by mess committee to the contractor.**

14. **Responsibility of providing uniform to the Mess Staff** – Contractor / Firm shall provide dress to all mess staff and they will compulsorily wear it while on duty. The uniform shall be **WHITE SHIRT, BLACK PANT & WHITE CHEF CAP** (or any other colour and style of the uniform shall be decided with the consultation of Mess Committee) and have the words **"HOSTEL DIET"** .The staff shall wear clean and ironed uniform while on duty.





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15. The contractor shall employ only healthy adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager, acceptable to the institute to take orders/instructions from the mess committee, the Warden/ Mess Committee or any other authorized representative of the institute. **Considering the present situation, all employees must undergo RAT test mandatory from time to time as required.**

16. **Responsibility of providing Medically Fit Mess Staff** - The contractor shall ensure that all employees engaged by him are free from communicable/ infectious disease and are also medically fit to work at mess. Medical officers specified by the Mess Committee shall conduct medical examination on every 6 (Six) months or as decided by the Institute. The cost of the medical examination will be borne by the contractor. If in the opinion of the institute any of the contractor's employee(s) is found to be suffering from any such disease / condition or if any employee(s) of the contractor is found to have committed misconduct or misbehavior, the Mess Committee/Warden shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the institute. The Institute shall be entitled to restrain such employee (s) from entering the mess premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.

17. **Follow the Security & Safety Regulations of the Institute**- The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the Institute from time to time. The contractor shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement, provided that, action should be taken in accordance with Industrial Employment (Standing Order) Act, 1946 and the Mess Committee/ Warden should be informed at every point of time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the Institute.

18. **Behavior of Mess Staff** - The contractor shall be responsible for the courteous behavior of all their staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality. The contractor shall be bound to prohibit and prevent employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the



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community or of the properties. The contractor shall be responsible thereof and indemnify the institute of all consequent claims or actions for damages or injury or on any other grounds whatsoever. The decision of the Mess Committee on any matter, arising under this clause shall be final.

19. In case, the Institute suffers loss of any nature on account of the contractor or his employees for not following security/ safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the Institute at its sole discretion and the institute shall have the right to recover such losses, etc., from the dues payable to the contractor and/or security deposit, etc.
20. The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the Mess Committee. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
21. The contractor staff shall not be treated as the institute's staff for any purpose whatsoever. The contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The institute shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the contractor is responsible under the law. However, if the institute is forced to pay any cost of any nature on account of the contractor's liabilities, the said cost shall be recovered from the dues payable to the contractor.
22. **Fulfillment of Statutory Provisions-** The contractor shall be responsible for fulfilling the requirement for all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The Institute shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. Hence, non-compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The contractor shall maintain all records required to be maintained under statutory enactments and the Warden and his authorized representatives shall be

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entitled to inspect all such records at anytime.

**23. Insurance of Workmen's** -

The contractor shall, at his own expense, take workmen's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Institute. The contractor shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time (say 15 days approx.) from the date of award of contract. The mess workers/manager shall not be allowed to stay in the hostel premises or in the institute campus.

**24.** Smoking and drinking within the entire area of the Institute campus are strictly prohibited. Violators of this rule shall be prosecuted as per law.

**25.** If and when required by the Institute, all personnel deployed by contractor at JMCH, Jorhat will be required to display ID card while entering into the institute premises. They will also require to wear the ID Card all time while on duty.

**26. Accident or Injury to Workmen-**The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

**27. Damage to Property-** The contractor shall be responsible for making good to the satisfaction of the Mess Committee for any kind of loss or damage to any structures and properties within the mess premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractors, shall make good the loss as assessed by the Mess Committee.

**28. Safety Regulations-**

In respect of all labour, employed directly or indirectly by contractor to perform the assigned job as part of the agreement, the contractor shall make necessary arrangements for the safety and security of workmen at his own cost under as per safety codes of the CPWD, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.



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**29. Regarding compliance of statutory provisions-**

**30.** The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Labour Commissioner. As such, the contractor shall be required to obtain requisite license from the office of the Regional Labour Commissioner under the afore mentioned Act.

- 31.** The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- 32.** The contractor shall abide by all the rules and regulations of the Labour Laws and Rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- 33.** The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- 34.** The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the his part of the contribution to the respective authorities within the statutory periods and shall provide a copy of the deposit challan under his signature to the institute within one week of depositing the same to the respective authorities.
- 35.** The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- 36.** All employees of the contractor shall carry Employment/ Identity Cards issued by the contractor at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) State Rules, 1971.





F.

**PART- VII**

**Rates of meal and terms of payment**

The bidder shall only quote the rate of food per plate (**excluding manpower cost**) in **Financial Bid (to be available as BOQ)**.

Bidder will be required to quote the price of food per student per day. They will also be required to quote the prices for add on items in **Form-VII**.

3. **If two or more firms quoted same, contract will be awarded to the firm who have maximum turn over during last three years and maximum previous experience of providing similar service.**
4. **Criteria for Evaluation of Financial Bid** - Financial Bid, received without proper format shall be summarily rejected, even that their price is lowest.
5. Wages and salaries of mess staff shall be paid as per Assam State Minimum Wage Rates.
6. The prices/rates accepted by the contractor shall remain firm till the completion of contract, except the new taxes enacted by government during contract period and applicable to this institute. The prices/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work.
7. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the work and material required though the contract may not have fully and precisely incorporated them. The opinion of the Mess Committee as to the items of work which are necessary and reasonable for completion of the work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.
8. The aforementioned rates shall remain in force for one year from the date of commencement of the work and during this period the rate shall not be revised.
9. The rates so fixed will be inclusive of all taxes, duties, and levies etc. imposed by the State government and Local Bodies as on the date of award of the work, However, if any new tax, duty or levy is imposed or enhanced by the Government / Local Bodies subsequent to the award of work, the same shall be reimbursed on production of proof of payment.
10. **The contractor will raise bill on monthly basis.**





## PART- IX

### General Instructions to bidder

#### Selection of successful bidder and award of job-

1. Bidder shall be selected on the basis of quoted rate of per plate-per day-per student.
2. Work order for running mess shall be awarded to that technically qualified bidder, whose quoted rate of per plate food will be found near to our in-house estimate (5% variation +, -). **The decision of the Tender Committee institute will be taken as final in this regard.**
3. **Merely quoting low price doesn't make a bidder L-1/ successful bidder. Their price should also be justified and commensurate with existing market rate.**
4. **Mobilization Time** - The contractor shall have to mobilize his resources so as to commence the work within 15 (fifteen) days from the date of award of contract.
5. **Performance Bank Guarantee**- The contractor shall be required to execute the performance security deposit, equivalent to 5% of annual contract value in the form of a Bank Guarantee/FD issued on the name of '**JMCH TENDER**' (A/c. No. 1154101023707, IFSC Code: CNRB0001154) Payable at Jorhat, from a scheduled nationalized bank, and will be held against any default in performance and violation of terms and conditions. This FD/BG shall be effective for entire contract period.
6. **The Security Deposit shall be retained up to and including 60 (Sixty) days after the contract is over.** The Institute shall have an unqualified option to appropriate the same, if the contractor and / or in respect of any amount due from the contractor to the institute.
7. **Return of Security Deposit**-The Security Deposit shall be refunded to the contractor without any interest after 60 (sixty) days of the expiry of the contract or within 15 (fifteen) days from the date of the issue of a "No Dues Certificate" by the Mess Committee subject to the fulfillment of all contractual obligations by the contractor. No interest shall be payable by the Institute for sums deposited as Security Deposit.



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**8. Forfeiture of Security Deposit** : In case, the institute makes any recoveries on any account from the Security Deposit of the contractor, the contractor shall make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the contractor shall have to pay an interest @ 10 % per annum for the period of delay in making good the Security Deposit.

9. The mess premises shall always be in possession of the Institute and the contractor is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded the assigned work and institute decides to not allow contractor on written notice to run the mess, the institute shall be entitled to restrain the contractor from entering into JMCH premise as well as the hostel premises.

10. Income Tax (TDS), if applicable shall be deducted from all payments made to the contractor as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.

11. **Termination of contract** - The Institute shall reserve right to terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or of any of the other terms and conditions of the contract. A notice in writing from the institute to the contractor shall be issued giving 30 (Thirty) days' notice for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances the notice period may appropriately be reduced.

12. If all or part of the contact is terminated in accordance with the provisions contained above, the institute shall pay to the contractor charge up to the effective date of termination. However, the termination of the contract shall not relieve the contractor of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.

13. **Responsibility for Proper Upkeep of Buildings and Services:**

The contractor shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the Institute as part of the establishment. It will be the responsibility of the contractor to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the contractor takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good



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condition shall devolve upon the contractor. For this purpose, the contractor shall have to maintain close liaison with the Mess Committee to seek their support and advice in matter.

14. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the contractor and the Mess Committee without vitiating the basic premises of the contract.
15. **Interpretation of Contract Documents:**

Several documents forming the contract are to be taken as mutually explanatory. In case any discrepancy, inconsistency, error or omission in the contract, the matter may be referred to the Mess Committee, who will be empowered to take final decision and issue instructions to the contractor about modality that has to be adopted to sort-out any specific problem. The decision of the Mess Committee shall be final and conclusive, and the contractor shall carry out work in accordance with this decision.
16. Wherever it is mentioned in the scope of work that the contractor shall perform certain work or provide certain facilities, it is understood that contractor shall do so at his own cost and the value of the contract shall be deemed to have included in the cost of such performance and provision so mentioned.
17. All material and services shall satisfy the high standards befitting the reputation of the institute.
18. Once the quoted rates/prices accepted by the contractor, it shall be for all purposes whatsoever and it will be deemed that they have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The scope of work is only broadly defined and the final details shall be finalized by the Mess Committee during the course of the execution of work.
19. The contractor shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of the work at the scheduled rates and to have satisfied himself to the sufficiency of his tender. Any error in the description or quantity or omission there from, shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to be



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aware of the scope, nature and magnitude of the works and the requirements of the materials and labour and the type of works involved, etc., and as to what all works he has to complete in accordance with the contract documents, whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for the payment of Government taxes, other charges, levies, etc.

- 20.** Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
- 21.** In case of any doubt and clarity required for the any clause of contract/tender, contractor may send their request in writing to the institute to settle the issue, before signing the contract. The institute shall provide such clarification as may be necessary in writing to the contractor. Such clarification as provided by the Institute shall form a part of the contract document.
- 22.** No verbal agreement or inference from conversation with any officer or employee of the Institute before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
- 23.** If the contractor or his employees break, deface or destroy the property or the establishment belonging to the Institute during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof. And if the same is made good by other agencies, the actual expenditure may be recovered from the Bills of the contractor or from the security deposit (for which the certificate of the mess committee shall be final).
- 24.** All compensation or other sums of money payable by the contractor to the Institute and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the contractor or any account whatsoever and in the event of his security deposit being



reduced by reasons of any such deduction the contractor shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

**25. Power of Entry**-If the contractor does not commence the work in the manner described in the Tender Document / Work Order or if at any time in the opinion of the Warden / Mess Committee, the contractor:

- a. fails to carry out the works in conformity with the contract documents; or violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act; or
- b. fails to carry out the works in accordance with the contract schedule; or
- c. substantially suspends the work without authority from the Warden / Mess Committee; or
- d. fails to carry out and execute the works to the satisfaction of the Warden; or
- e. fails to facilitate procurement of sufficient/suitable raw material or things; or
- f. commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the contractor by the Warden requiring such breach to be remedied; or
- g. if the contractor abandons the works;

**26.** The institute shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the work by his agents, workmen and the supervisors as the institute in its absolute discretion may think proper to employ without making payment to the contractor for the said material other than such as may be certified in writing by the Mess Committee to be reasonable, then the amount of such excess as certified by the Mess Committee shall be deducted from subsequent month bill or security, which may be due for work done by the contractor and be made good under the contract and not paid for.

**27.** Any deficiency shall forthwith be made good and paid to the institute by the contractor and the institute shall have the power to sell in such manner and for price as it may think fit all material pertaining to the contractor and to recover the said deficiency out of the proceeds of the sale.



## **28. Force Majeure-**

- a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies.
- b. Upon the occurrence of such cause and upon its termination of the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
- c. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Institute without any penalty.
- d. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of cancelling the contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

## **29. Release of Information-**

The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

## **30. Schedule of Rates and Payments-**

The price to be paid by the Institute to the contractor for the whole of the work to be done and the performance of all the obligations undertaken by the contractor as per the terms of the contract shall be ascertained by the bidders at the schedule of rates and payment shall be made according to the work actually executed and approved by the Mess Committee.



**31. Receipts for Payment-**

The receipt for payment made on account of the work when executed by a firm must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractor are described in their tenders as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by any authorized person.

**32. Completion of Contract-**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of the contract.

**33. Completion Certificate/ No Dues Certificate-**

When the contractor fulfils these obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The institute shall normally issue Work Completion Certificate to the contractor within 1 (one) month of receiving an application form. The contractor, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

**34. Arbitration-**

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question of disagreement or matter whatsoever, shall, before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a sole arbitrator to be appointed by the Director of the Institute at the time of the dispute. The award given by the arbitrator so appointed shall be binding on both parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.
- b. The venue of arbitration shall be JMCH, Jorhat.
- c. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.





**35. Jurisdiction -**

The contract shall be governed by and construed according to the laws in force in India. The contractor shall hereby submit to the jurisdiction of the courts situated at Jorhat for the purpose of actions and proceedings arising out of the contract and the **courts at Jorhat** shall have the sole jurisdiction to hear and decide such actions and proceedings.

Place:

(Signature and Seal of the Bidder)

Date :



**PART-A**

**FORM- I**

**TENDER / CONDITIONS ACCEPTANCE LETTER**

(To be given on Company/Firm Letter Head)

To

Date :

The Principal cum Chief Superintendent,

Jorhat Medical College & Hospital, Jorhat-Assam

**Subject:** Acceptance of Terms & Conditions of Tender.

**E-Tender Reference No : SMEJ/JMCH/2449/2020/6805 dated : 14/10/2020**

**Tender Name:** Running of JMCH Students' Mess for around 135 students Dear Sir,

1. I / We have downloaded the tender document(s) for the above mentioned 'Tender / Work' from the JMCH website [www.jorhatmedicalcollege.in](http://www.jorhatmedicalcollege.in) & e-portal: [www.assamtenders.gov.in](http://www.assamtenders.gov.in) as per your advertisement, given in the above mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. to (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 your organization 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,

Place:

(Signature of the Bidder, with Official Seal)



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**FORM- II**  
**CERTIFICATE OF ETHICAL PRACTICES**

(This document shall be duly signed by the tenderer and to be attached with Technical Bid)

1. I/We assure the JMCH, Jorhat that neither I/We nor any of my /our workers will do any act/s, which are improper / illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities / practices in my/our dealing with the organization / institution.
3. I/We will have no conflict of interest in any of our work / contract at the institution.
4. We will keep the messes and its surroundings hygienic, neat & clean.

Yours faithfully,

Place

Date

(Signature of the Bidder, with Official Seal)



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**FORM- III**

**FORMAT FOR TECHNICAL BID**

**(E-Tender Reference No.: SMEJ/JMCH/2449/2020 dated: 14/10/2020)**

(Technical Bid should be kept in separate sealed cover without stating any price or schedule of rates)

From,

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To,

The Principal cum Chief Superintendent,  
Jorhat Medical College & Hospital,  
Jorhat-Assam

**Details E.M.D. (Rs. 2 Lakh)**

**Draft No.....Issuing Bank.....Date .....**

S. No.	Particulars	Details to be filled in by the Agency/ Firm
1.	Name of the Entity / Firm / Consortium / & Contact Person	
2.	Regd. Office / Business Address / Contact of the Entity	
3.	Court Fee (Rs. 8.50/-)	
4	Tender Fees (Rs. 1000/-) Non-refundable	
5	Earnest Money Deposit (EMD) (Rs. 2.00 Lakhs) Refundable	
6	Date of incorporation of the Entity Assam State whether it is Partnership / or Proprietorship or others (Specified)	
7	05 years experience in the profession or continuous running of mess from last 03 years	
8	Affidavit on letter head or Judicial Stamp Paper for the Acceptance of Tender Terms & conditions	
9	Certificate for Ethical Practice	
10	Annual Turnover of Rs. 10 Lakhs (per annum)	
11	Signed & stamped copy of tender	
12	Non blacklisting certificate	
13	PAN	
14	GST No.	
15	Work experience certificates (Attach copies of Work Orders	
16	Contact details of establishment where caterer has provided service in the past or present	
17		
18	Attach copies of Audited Report and ITR for last 3 (three) year.	
19	GST No.	

20	Registration under EPF Act & ESI Act	
21	Registration of FSSAI Certificate	
22	Registration of Labour License for last 02 year	
23	Trade License	
24	Whether the Entity has minimum 3 years of experience in providing catering services to reputed organizations / institutions (Attach copies of work Orders and relevant certificates of works executed)	
25	Copy of Shop & Establishment Registration if applicable	
26	Performance certificate from the authority/employer	
27	Number of Manpower working with the Entity	
28	Whether the Caterer agrees to provide various gadgets and utensils, crockery etc.	



**DECLARATION:**

- I/we agree that the decision of JMCH, in selection of Bidders will be final and binding to me/us.
- b. I/we agree that we have no objection if inquiries are made about our works and experience, its related areas and any other inquiry regarding all contracts listed by us in the bid.
  - c. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of JMCH.
  - d. All the information and data furnished herewith are true and correct to the best of my/our knowledge & belief.

Yours faithfully,

Place

Date

(Signature of the Bidder, with Official Seal)



**FORM- IV**  
**FORMAT FOR SOLVENCY CERTIFICATE**  
**(On Bank's Letter Head)**

(Technical Bid should be kept in separate sealed cover  
without stating any price or schedule of rates)

Ref.No:

Date:

To,  
The Principal cum Chief Superintendent,  
Jorhat Medical College & Hospital, Jorhat  
Jorhat-Assam

This is to certify that to the best of our knowledge and information, M/S. ....

(Bidders name with complete address), a customer of our Bank, is respectable, and is /are  
capable of executing orders to the extent of Rs. ....

(Rupees ..... Only)

as disclosed by the information and records which are available with us.

M/S. ....

have been our customer since.....till to date and has been granted the  
following limits, at present, against various facilities granted by the Bank:

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank  
or any of its officials. This certificate is issued at the specific request of the customer for  
the purpose of participating in JMCH Tender No : SMEJ/JMCH/2419/2020/6805 dtd:  
14/10/2020.

Signature of Authorized Person Name .....

Designation of the Authorized Person .....

Place

Date

(Official Seal)

**FORM- V**



**NON BLACKLISTING CERTIFICATE**

*[To be executed on Judicial Stamp Paper of Rs. 50/-]*

I/We \_\_\_\_\_ hereby certify that the [Name of the company / firm] has not been ever blacklisted/debarred by any Central/ State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by JMCH, Jorhat -Assam and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and JMCH authority may imposed any action as per NIT rules.

Date :  
Place :

Name :

Business Address :

: Signature of Bidder :

Seal of the Bidder :

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No. Part of it is false and nothing has been concealed therein.

Place:

Date:

Deponent





### FORM- VI

Contact details of establishment where caterer has done the work in the past or present: **(Use separate sheet if required)**

Sl. No. →	1	2	3
<b>Name of the Organization</b>			
<b>Contract value per year</b>			
<b>Name of the Officer-in-Charge</b>			
<b>&amp; Contact Persons Mobile / Phone No.</b>			
<b>Period of contract</b>			
<b>Total contract period (in months)</b>			

Place

Date

(Signature of the Bidder, with Official Seal)

**PART-B**  
**FINANCIAL BID**  
**FORM- VI**

**For meals**

(To be available in the e-portal: [www.assamtenders.gov.in](http://www.assamtenders.gov.in) as BOQ)

**(No hardcopy of FINANCIAL BID will be submitted by the bidder alongwith Tender Document.)**

The rates should be quoted inclusive of all charges except GST.

Quote showing any charges separately will not be considered.

**Rates quoted will be valid for 365 days**

Name of Firm / Agency: .....

Sl. No.	Description	Amount (Rs.) (Inclusive of GST)	
		In figure	In words
	Rate per day-per student per food (for breakfast, Lunch, Snacks, Dinner )		

These prices include all kind of material cost and profit margin (including manpower cost) of contractor.

**N.B : If two or more firms quoted same, contract will be awarded to the firm who have maximum turn over during last three years and maximum previous experience of providing similar service.**

Place \_\_\_\_\_

Date \_\_\_\_\_

(Signature of the Bidder, with Official Seal)



## Annexure-I

### Mess Menu

**Basic Menu:** The following mentioned breakfast, lunch and dinner shall be served every day (except the closure day) in unlimited quantity on a SELF SERVICE basis.

**Breakfast:** The breakfast will include one fruit daily (banana can be given on a maximum of 3 days per week and other fruits on rest 4 days). It will also include eggs and Sprouts on alternate days. Sprouts must contain at least three items each of which should be available separately.

**FOR VEGETERIANS- egg must be replaced with items like curd, sweets etc.**

One among the following indicative items shall be served on a particular day. The schedule of the items for a week/month shall be decided by the hostel MMC in consultation with the contractor.

(i) Varieties of Paratha (Aloo/Gobhietc), Green Chutney, Pickle (ii) Roti , Sabji (iii) Masala Dosa, Sambar, Groundnut/Coconut Chutney (iv) Poha, Yellow Peas Curry (v) Bread- Jam/Butter(7 slices of dimension 10 x 10 x 1 cm) with 20 grams of butter or with 10 grams of butter and 10 grams of fruit jam.) (vi) Poori, Sabji.

### Lunch

- Unlimited plain Rice/Roti/Chapati on all 7 days along with any other special rice items as mentioned in the menu eg. Dum Biryani, Tomato Rice, Jeera Rice, Curd Rice etc.
- Adequate Dal (all varieties to be served alternately)
- One unlimited vegetable curry and one unlimited dry vegetable
- Adequate salad and pickle
- Fried Papad (adequate) – 5 days a week, Roasted Papad- 2 days a week

### Dinner

- Adequate plain Rice/Roti on all 7 days along with any other special rice items as mentioned in the menu (eg. Dum biryani, tomato rice, jeera rice etc.)
- Adequate Chapati (with and without Ghee).
- Adequate Dal (all varieties to be served alternately).
- Non veg items like egg, fish, chicken , mutton to be provided as per decision in the MMC meetings.
- In case of students not having chicken, mutton alternate such as fish, egg, paneer etc must be provided accordingly.
- Veg items for vegetarian's like paneer, rajma, chola, soyabean etc .
- One Adequate vegetable curry and one adequate dry vegetable.
- Adequate Salad.
- Pickle, LEMON.
- Sweet Dish (1 pieces of premium sweet or equivalent quantity as decided by the mess council), (either in lunch or in dinner).

**Special Dish:** One additional item (chicken/paneer dish) shall be served along with the basic menu every Sunday.

**Important:** This menu will be followed in the hostel but can also be changed as per the requirement of hostel/recommendation of the mess committee. Special meals shall be served once in a month on the day as decided by Mess Committee.

### SAMPLE ROUTINE FOOD ITEMS

#### BREAKFAST

MONDAY	PURI-KABULI/ALOO BHAJI, FRUITS, TEA.
TUESDAY	ROTI- GHUGNI, FRUITS, EGG, TEA.
WEDNESDAY	PARATHA, CHANA DAL, FRUITS, TEA.
THURSDAY	BBJ (BREAD BUTTER JAM), (TOASTED BREAD), EGG, FRUIT, TEA.
FRIDAY	PURI – GHUGNI, POHA, FRUIT, TEA.
SATURDAY	FRIED RICE, CHANA DAL, FRUITS, TEA.
SUNDAY	ALOO PARATHA, CURD, KABULI, FRUITS, EGG, TEA

#### LUNCH

MONDAY	JEERA RICE, DAL, DRY VEG(BHAJI), VEG CURRY
TUESDAY	PLAIN RICE, DAL, DRY VEG(BHAJI), VEG CURRY
WEDNESDAY	VEG PULAO, SPECIAL CURRY, CHUTNEY.
THURSDAY	PLAIN RICE, DAL, DRY VEG(BHAJI), VEG CURRY
FRIDAY	PLAIN RICE, DAL, DRY VEG(BHAJI), VEG CURRY
SATURDAY	PLAIN RICE, DAL, DRY VEG(BHAJI), VEG CURRY
SUNDAY	PULAO, CHILLI CHICKEN / PANEER MASALA, SWEET

#### EVENING SNACKS

MONDAY	TEA, PIYAJI
TUESDAY	TEA, ALOO STUFF BREAD CHOP
WEDNESDAY	TEA, BISCUIT, BHUJIA
THURSDAY	TEA, SAMOSA
FRIDAY	TEA, MAGGIE
SATURDAY	TEA, ALOO CHOP
SUNDAY	TEA, PAKORA



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## DINNER

MONDAY	PLAIN RICE / ROTI, FISH CURRY, DAL, DRY VEG.
TUESDAY	PLAIN RICE / ROTI, EGG CURRY, DAL, DRY VEG.
WEDNESDAY	PLAIN RICE / ROTI, MUTTON, DAL, DRY VEG
THURSDAY	PLAIN RICE/ ROTI, MASALA PANEER, DAL DRY VEG, SWEET
FRIDAY	FRIED RICE / ROTI, CHICKEN CURRY, DAL, DRY VEG
SATURDAY	PLAIN RICE / ROTI, FISH CURRY, MURI GHONTA, DAL, DRY VEG,
SUNDAY	PLAIN RICE/ ROTI, MASALA PANEER, DAL DRY VEG, SWEET

DINNER (FOR VEG) in replacement of major curry item

MONDAY	VEG MANCHURIAN
TUESDAY	PANNER CURRY
WEDNESDAY	RAJMA CURRY
THURSDAY	-same as basic routine-
FRIDAY	CHOLA (KABULI CHANA)
SATURDAY	PANNER CURRY
SUNDAY	MALAI KOFTA

## **DINING TIMINGS**

Breakfast – 07:00 A.M - 8:30 A.M

Lunch - 12:30 PM- 2:30 PM)

Dinner - 08:00 PM – 10: 00 PM

**Live Counter:** A live counter is to be operational during the mess timings (7AM to 10-00 PM), and is to make and serve the following indicative items upon demand by the students on extra payment basis the rate which will be decided by the MMC in consultation with the contractor from time to time. The following extra items must be available and to be served at the live counter.

**PART- V**

**Description of the Hostel**

The residence area of students is situated inside the Institute with an exclusive and fully secured premise of its own. The hostel is fully accessible by transport. The Hostel comprises rooms for boarders with a separately located dining facility

The hostel houses Undergraduates, who generally stay on the premises and avail dining facilities throughout the academic year.

Day-Boarders, who do not stay in the hostel, are also allowed to avail the dining facilities in Mess as outside members on payment basis

The Hostel is provided with a self-contained mess, comprising kitchen and dining facility to prepare and serve meals to the boarders and other authorized persons daily apart from the evening tea and snacks. The mess is well equipped with furniture, cooking facilities utensils, appliances and equipments; etc.

**The Hostel is under the supervision of JMCH Administration** or such representative who exercises overall control on all activities related to the hostel including dining services