



OFFICE OF THE REGISTRAR :: DIBRUGARH UNIVERSITY :: DIBRUGARH

No.: DU/SWS/Canteen/2022/1399(A)

Date:29/09/2023

NOTICE INVITING TENDER FOR RUNNING THE CANTEENS OF DIBRUGARH UNIVERSITY

Separate sealed tenders are invited under two bid system from reputed agencies, vendor either by themselves or as a joint venture for running the canteens (1) *Juti Canteen* and (2) *Jo:Sag Canteen* with the suitable and uniformed trained manpower for the Dibrugarh University (D.U.), Dibrugarh, Assam, Pin. 786004 on contract basis/outsourcing basis for a period of 02 (two) years and extendable for a further period of 01 (one) year on the satisfactory performance and quality of service by the licensee / Licensee.

Last date for submission/receipt of tender (s) is **16/10/2023** at 14.30 hrs. and will be opened by the Tender Committee in the presence of intending tenderers or their authorized representatives who wish to be present on the same day at 15.00 Hrs. in the Office of Registrar, Dibrugarh University. In case, any holiday on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX, Email will be entertained.

Sd-
Registrar
Dibrugarh University

A. Minimum Eligibility Criteria

1. The bidder shall be a Proprietor/ reputed firm(s) in Canteen / Catering services *etc.* having their business operations in canteen services in Assam.
2. The firm shall submit the Earnest Money Deposit (EMD) of Rs. 5000/- (Rupees Five Thousand Only) or EMD exemption certificate along with the relevant document (if any).
3. The Bidder must have a valid Food Safety and Standards Authority of India (FSSAI) license.
4. Bidders shall have to meet the following pre-qualification criteria:
 - a. Should have the Average Annual Turnover of Rs. 15,00,000/- during the preceding at least two years ending with 31st March, 2022/2023.
 - b. That the bidder should have at least five (5) years of experience in maintenance of Canteen Services/Catering Services.
5.
 - a. Should have executed Canteen/catering services/works against three purchase orders worth Rs. 5,00,000/- each during the last five years (ending on the date of publishing this tender)
 - b. Should have executed Canteen/catering services/works against three purchase orders worth Rs. 7,00,000/- each during the last five years (ending on the date of publishing this tender).
6. Bidder should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2023. (Balance Sheet)
7. Bidder should not have been blacklisted on any score by any Government Department/Institution/Autonomous Body/Public Sector Undertaking. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of Award of Contract as the case may be.
8. In proof of having fulfilled the minimum eligibility criteria mentioned, the legible scanned copies of the following self attested documents/information must be submitted with the Technical Bid.

- a. Each copy of GSTIN, certificate of incorporation issued by the Registrar of Companies and firm registration certificate.
 - b. Copies of audited Balance Sheet and Profit & Loss Account of the firm for at least 3 years viz. 2020-2021, 2021-2022 or 2022-2023.
 - c. Copies of work orders in support of information required of the tender document.
 - d. An affidavit on non-judicial stamp paper of Rs. 100/- declaring that the firm/company had never been blacklisted by any authority (Original affidavit to be submitted).
 - e. Valid Employee Provident Fund (EPF) certificate and return.
 - f. Valid Trade Licence and Labour Licence.
 - g. Experience certificate along with satisfactory performance certificate of the organization/institution.
9. Bidders may note that bids are to be submitted as per the instructions laid out of this tender document. The selection of successful bidder would be in two steps:
- a. Technical Bid
 - b. Financial Bid

B. BID VALIDITY PERIOD:

1. Bids shall remain valid and open for acceptance for a period of three months from the last date of submission of bids.
2. The University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid already submitted.

C. SUBMISSION OF TECHNICAL BID

1. Technical Bid should be submitted in postal and reach the office of the undersigned on or before *16/10/2023*.
2. The following documents shall comprise the Technical Bid:
 - a. Technical Bid Submission Letter (Bid Cover Letter) in the form prescribedFormat and should be signed by the authorized signatory.

- b. Bid Security (EMD) and signed by the authorized signatory.

D. Evaluation of Bids

A two-stage procedure will be adopted in evaluating the proposals with the Eligibility criteria evaluation and technical evaluation completed entirely prior to any financial proposals being opened. Eligibility criteria and Technical Evaluation documents will be evaluated to ensure that all the stated criteria are met.

Bidders need to fulfill all the Qualification conditions mentioned in the request for proposal (RFP). The concern committee will examine the Bids to determine whether the bidders meet the eligibility criteria as per invitation of bid, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.

Note: No bidder will try to influence directly or indirectly the members of the Technical Committee, and if found doing so, that bid shall summarily be rejected.

Summary:

1. The bidder has to be eligible in all parameters as laid out in the eligibility criteria.
2. Those found eligible shall be evaluated on Technical requirements as per the marks detailed at Table- of page no-7 & 8. The bidders securing more than 40 marks should be invited for the 10 marks presentation.
3. The total marks secured in technical evaluation including presentation shall be taken as a score of 60 %.
4. The balance of 40 % shall be calculated by the financial evaluation.
5. The Score calculation is reflected at QCBS

E. Evaluation of Technical Bids

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the bid documents.

As part of Technical Evaluation committee shall request qualified bidders to make a Technical solution presentation (which will carry 10 Marks) to an Evaluation Committee to be constituted for the purpose.

F. Evaluation of Financial Bids

The Technically qualified bidders shall be intimated about the date and time of financial bid opening. University shall however not bind itself to accept the lowest and / or any bids and reserves the rights to accept/ reject any bids, wholly or in part without assigning any reason. A Quality and Cost Based Selection methodology (QCBS) (detailed in section) will be employed.

Note: Technical evaluation shall comprise of two parts

- Eligibility Criteria
- Technical capacity evaluation

QCBS (Quality and Cost Based Selection)

The bid will be evaluated on QCBS methodology in the ratio 60:40 *i.e.* 60% weightage will be given to the technical evaluation and 40% weightage will be given to the financial bid.

The evaluation will consist of the following phases

- i. Evaluation of Eligibility Criteria and Evaluation of Technical bids (of eligible bidders in prequalification)
- ii. Evaluation of Financial bids (of Technically qualified bidders)
- iii. Combined evaluation of Technical & Financial bid

Technical Score calculation: The bidder with highest qualifying technical score (T1) will be awarded 100% score. Technical Scores for other than T1 bidders will be evaluated using the following formula:

$$\text{Normalized Technical Score of a Bidder (Tn)} = \frac{\text{Technical Score of the Bidder}}{\text{Technical Score of T1}} \times 100$$

Example: The bidder with the Highest Technical Score will be awarded 100 and other bidders will be awarded on percentile basis.

If the bidder with highest technical score is 90, then the T1 bidder will get (Tmax) 100. A bidder awarded 80 as technical score will get $(80/90) \times 100 = 88.88$

Financial Score calculation: The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for technically qualified bidders other than L1 bidders will be evaluated using the following formula:

$$\text{Normalized Financial Score a Bidder} = \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \times 100$$

Note: The score value is adjusted up to two decimal places.

Example: If F1 is INR 110 and F2 is INR 120, then F1 will receive (Fmax) 100 and F2 will receive $[110/120] \times 100 = 91.67$

Calculation of Composite Bid Score:

Technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.

The Composite Bid score will be calculated as follows:

$$B_n = (0.60 \times T_n) + (0.40 \times F_n)$$

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Financial score of the bidder (out of maximum of 100 marks)

B_n = Composite Bid score of the bidder

In the event the composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for the award of the Project.

Eligibility Criteria

Sl. No.	Eligibility Criteria	Required Details to be submitted
1	EMD of Rs. 5,000/- (Five Thousand only) in the form of Demand Draft from any Nationalized/Scheduled Bank. The EMD of successful bidder is liable to be forfeited if the bidder revokes any terms of the bid within the validity period. EMDs given by unsuccessful bidders will be refunded after placing of work order to the Successful Bidder	The bidder should submit the original copy of the DD on or before the bid closing date at O/O Registrar, DU

2	The bidder should be profit making in the last three financial years and should have a positive net worth as on 01.01.2023	Incorporation Certificate, Audited Balance Sheets of last 3 Financial year (2019-20, 20-21, 21-22)
3	Goods and Service Tax Registration Certificates of Bidder/Prime Bidder issued by the concerned departments	Copies of PAN, GST Certificates with registration number.
4	Bidder should have an average turnover of Rs. 15,00,000/- (Rupees Fifteen Lakh only) during last two financial years. The bidder should be solvent during the last three financial years (FY 2020-21, 21-22 & 22-23)	Audited Balance Sheets of last three Financial year (2020-21, 21-22, 22-23).
5	Bidder should have relevant experience and previous proof of successful completion of similar project in the govt. sector would be added advantage	Work order and experience letters to be submitted
6	The bidder should not be blacklisted by govt. of India, State Govt. UT, Autonomous bodies and HEL.	Submit original affidavit
7	Manufacture should be FSSAI Certified, and shall have to submit.	Valid certificate should be submit.

International Certification & Accreditation/ Quality Certification will be added advantage. Relevant documents shall have to be submitted with the bid.

DESCRIPTION OF THE SELECTION PROCESS

STEP 1: RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- a. It is not accompanied with a valid Earnest Money Deposit of Rs. 5,000/- (Rupees Five Thousand only) submitted in prescribed form (Refundable).
- b. It is not received by due date and time as specified in this bid document.
- c. Conditional offers or if it does not contain sufficient information for it to be evaluated and/or is not in the formats specified
- d. It is not signed and /or sealed with stamp impression.
- e. It is not accompanied by a Power of Attorney for authorizing the representative of company.

The Bid shall be considered to be substantially responsive if it conforms to the preceding requirements without material deviation or reservation.

A bid once declared as “non-responsive” and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation

STEP 2: The “Responsive” Bids shall be evaluated in the following steps

EVALUATION OF CAPABILITY OF BIDDERS

A) TECHNICAL BIDS:

In this stage the capability of the Bidder in undertaking the Project would be assessed. The Bidders would be evaluated on parameters as defined in the Evaluation process section of this NIT.

The evaluation of the Bids shall be done by a Selection committee constituted by DU. The Bids will be evaluated based on a preset evaluation criteria outlined below. The bidder scoring the maximum marks would be considered as qualified & eligible and may be invited for discussions and presentation, if required. The distribution of marks is given in the evaluation criteria.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders in the Bids. It is the responsibility of the bidders to provide all supporting documents necessary to fulfil the eligibility criteria.

In case, information required by DU is not provided by bidder, DU shall proceed with evaluation based on information provided and shall not request the bidder for further information. Hence, responsibility for providing information as required in this form

Evaluation Criteria for Technical Bids

Sl. No	Head	Marks
1	Financial Stability of the Vendor based on – Annual Turn Over (FY 2019-2020, 2020-21, 2021-22)	10
2	Should have executed Canteen/catering services/works with satisfactory performance against three purchase orders worth Rs. 5,00,000/- each during the last five years (ending on the date of publishing this tender)	10
3	Should have executed Canteen/catering services/works with satisfactory performance against three purchase orders worth Rs. 7,00,000/- each during the last five years (ending on the date of publishing this tender)	10
4	Experience in maintaining of canteen/catering services for five years More than 5 years – 25 Marks Less than 5 years – 15 Marks	25

5	Successful catering/canteen service is executing/executed in the state of Assam/NER	10
6	Successful execution of catering/canteen services in Educational Institutions in state of Assam/NER	15
7	Presentation on implementation methodology of the project	10
8	National and International Recognition if any	10
Total -		100

The bidder should obtain minimum marks of sixty (60) as aggregate in the evaluation criteria of technical bids to have qualified for the next stage of financial bids. There shall be a presentation from the firms on their expertise, execution strategy, experience in this field and content of curriculum.

In case of less number of bidders, DU reserves the absolute right to award the contract to the best bidder.

B) FINANCIAL BIDS:

Financial bids of only those bidders will be opened who are found suitable and eligible as per technical bids. The bidder will have to submit Rates, inclusive of all duties, taxes and other levies, in Rupees.

The Authority is not bound to accept the lowest rate quoted by the Bidder. The authority reserves the right for cancellation of any tender or all the tenders without assigning any reason thereof.

Evaluation of Quotation:

A Tender Committee constituted for the said purpose will evaluate and compare quotations determined to be substantially responsive *i.e.* are properly signed and confirm to terms, conditions, specifications and qualifying conditions.

Award of Contract:

The contract is to be awarded on the basis of Quality and Cost Based Selection (QCBS) with technical weightage being 60 % and financial weightage being 40%.

Payment Terms:

Payment shall be made up subject to satisfactory supply and installation and commissioning of the equipment and accessories (*certified by the Tender Committee*

constituted for the purpose). No payment will be made for any damaged goods supplied.

Note:

The University reserves the right to:

- i. Accept/reject any/all tenders without assigning any reason thereof.
- ii. Revise the quantities at the time of placing the order without change in the rate quoted by the bidder.
- iii. Add/modify/relax or waive any of the conditions stipulated in the tender document whenever deemed necessary
- iv. Award the contract to one or more tenderers for the items covered by the tender.

G. CONFIDENTIALITY:

1. The bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party and confidential information, proprietary information related to University. The obligation is not limited to any scope and the Licensee shall be held responsible in case of breach of the confidentiality of University information.
2. If the Licensee receives inquiries from any person(s) or outside agencies including Press/Media, the same shall be referred by the Licensee to University immediately on receipt of such queries.

H. TERMS & CONDITIONS FOR CANTEEN TENDER

1. The tender should be accompanied with an Earnest Money amounting to Rs. 5,000/- (Rupees Five Thousand Only) in the form of DD/PO/Bank Guarantee drawn in favour of the Registrar, Dibrugarh University, Dibrugarh, Assam.
2. The Licensee shall furnish a security deposit of Rs. 2,00,000/ (Rupees Two Lakh only for Juti Canteen) and Rs. 3,00,000/- (Rupees Three Lakh only for Jo:Sag Canteen) in the form of DD/Bank Guarantee issued from a scheduled Bank drawn in favour of the Registrar, Dibrugarh University, Dibrugarh before executing agreement. The Security Deposit shall only be released after the expiry of the contract and submission of No Dues/Clearance from all concerned

Authorities of Dibrugarh University.

3. The Licensee shall sign a formal Agreement on a non-judicial stamp paper worth Rs. 100/- (at his cost) within seven days from award of the work.

4. The bidder is advised to mention serial number of all the pages of NIT as per **Annexure-B**, enclosures annexure and complete list of documents accordingly before uploading the same.

5. The Licensee shall be absolutely '*a bare license*' and anything contained therein shall not be deemed to give any right in law in respect of the said premises fittings, fixture and other University belongings to the Licensee in any manner.

- a) Dibrugarh University shall initially equip the Canteen with electricity and water connections, electric bulbs/tube lights, fans *etc.* as deemed. Any replacement later and repair during the course of operation shall be made by the Licensee at his own cost. The Licensee shall maintain the premises properly at his own cost and shall handover back all above equipment such as Oven, Refrigerators *etc.*, provided by Dibrugarh University in good working condition. As soon as the term of agreement expires or the agreement is otherwise terminated, the Licensee shall, however, pay for the consumption of water and electricity to Dibrugarh University. In case of any shortage, breakage, the Licensee shall get it repaired to the satisfaction of Dibrugarh University authorities otherwise the loss thereof shall be recovered from the Licensee.
- b) The Licensee shall equip the Canteen with decent crockery sufficient for the use of 300 persons at a time to the satisfaction of five members Committee headed by Dean, Student Affairs, Dibrugarh University. Similarly, good stainless steel utensils will be used for serving lunch and dinner *etc.*
- c) The pipe gas lines shall be maintained by the agency and repairs if required shall be got done by the Licensee at his own cost with superior quality materials under prior intimation to the University authority.

6. The Bidder shall have to quote above Rs. 2/- (Rupees two) only per Sq. ft. excluding GST as License fee/monthly rent for Juti Canteen.

7. The bidders have to quote the minimum price of Rs. 2/- (Rupees two) per Sq. ft. only excluding GST as License fee/monthly rent for Jo:Sag Canteen.
8. The shortlisted bidders shall have to pay the License fee/monthly rent for Juti Canteen & Jo:Sag Canteen for every month on or before the 7th day of every English Calendar month without fail.
9. Electricity charges/ pipe gas charges shall be payable monthly by the licensee as per actual monthly consumption on actual bill without fail.
10. In the event of the license being revoked or terminated, the Licensee shall pay a proportionate part of the license fee at the rate in force including proportionate charge of water consumption, electricity, etc.
11. In case the Licensee fails to deposit the license fee, pipe gas charge/electricity bill, etc. within the specified period, an interest @ 18% per annum shall be charged for the same from the Licensee. However, it shall be the responsibility of the Licensee to get all dues clearance from the appropriate authority before handing over the vacant charge of the premises otherwise same will be recovered by the University.
12. In case, if the Licensee fails to comply with the Terms & Conditions or commit breach of any of the terms and conditions, the University will notify the Licensee about the said arrears of breach, as the case may be and in the event of the Licensee failing or omitting to remedy the breach or payment of the arrears within 15 days of the notice served in writing to the Licensee, Dibrugarh University can terminate license and thereafter the University shall have the absolute right to forfeited the Security Deposit and also enter upon the premises and take possession of the premises.
13. That Dibrugarh University shall have the lien on all the belongings of the property of the Licensee for the time being in or upon the premises of Dibrugarh University and if the Licensee does not pay the arrears of license fee, pipe gas, electricity charges or other dues payable to Dibrugarh University, even after the termination of the license, Dibrugarh University will have the right to realize the amount due to Dibrugarh University from Security Deposit and if the due amount is still more, than by putting the belongings of Licensee in public auction after notifying the said auction to the Licensee.
14. Where any belongings of the Licensee are sold, the sale proceeds thereof shall,

after deduction of the expenses incurred by Dibrugarh University in disposing of the belongings and after deducting the amount, if any due to the University on account of arrears of rent including incidentals or damages or cost or any other charges be paid to him or a person or persons as may appear to Dibrugarh University to be entitled to the same.

15. To ensure safe & potable drinking water, the licensee shall arrange Water Coolers/RO filters for students and staff both in summers and winters.

16. The Licensee shall not carry out any permanent addition or alteration to the said premises and any construction thereon and electrical or sanitary installations in the said premises without prior permission of Dibrugarh University. If any temporary additions or alterations are required by the Licensee, a request to this effect may be made in writing to the Dibrugarh University who may consider the same on such terms and conditions as may be deemed appropriate.

17. The Licensee shall repair/make any damage caused to the said premises except normal wear and tear. The decision of Dibrugarh University on the question whether any damage is caused to the premises and what amount of compensation would make good such damage, shall be final and binding on the parties thereto.

18. The Licensee shall not sublet/ permit the said premises or any part thereof to be used by any other person for any other purpose and in default thereof shall be liable for cancellation of license. The Licensee shall not introduce any partner nor shall transfer possession of the premises or part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, charges or other alienate his interest in the premises shall not change the business for which the said premises are licensed to him.

19. The Licensee shall not allow any other person/s to use the premises with or without consideration. He shall not use the premises or any other space in the Campus for residence of himself & his employees or for the purpose other than that provided in this license deed. He shall not make or permit to make, any structural additions and alterations to the premises, without the previous written sanction of the Dibrugarh University.

20. The licensee shall fix the menu and its rates with prior approval of the Dibrugarh

University authority. The licensee shall display a board showing the list of food items and alongwith the rates of its food items very prominently at a suitable visible place in the canteen at his own cost. Inclusion or deletion of any food items shall be made with prior permission from the University authorities.

21. The Licensee shall on revocation or termination of this license; hand over the possession of the said premises to Dibrugarh University in as good a condition as they were on the date of occupation of the License, except normal wear and tear.

22. The Licensee shall give at least 90 (ninety) days notice in writing of vacating the said premises, pay the arrears of license fee, if any, before vacating the said premises, and in default render himself liable to be used for the recovery of arrears and necessary legal expenses. Similarly, Dibrugarh University shall be entitled to give him 90 days notice to vacate the said premises.

23. In the event of the death of the Licensee being any individual or the dissolution of the firm as the case may be, the Licensee being adjudged insolvent or any proceedings under the Insolvency Act being initiated against the Licensee, or any proceedings for the winding up of the Company, if the Licensee is company, the license shall stand automatically revoked. Provided that such determination shall not prejudice any right of action or remedy, which shall have accrued or shall accrue thereafter to Dibrugarh University.

24. The Licensee shall abide by the law in force including the Municipal By-Laws relating to the sale of food, drinks, hygienic conditions *etc.* he shall himself obtain the required necessary license from the competent authority *i.e.* of Govt. of Assam *etc.* The Licensee shall comply with the instructions issued from time to time by Dibrugarh University or by an Officer/Committee nominated by Dibrugarh University on this behalf.

25. The cooking oil/ refined/ butter/ ghee shall be of standard quality. Periodical inspection by competent authorities shall be carried out without prior information to the licensee.

26. The food, sweets, snacks *etc.* served by the Licensee shall be obtained by him from the approved sources and shall be fresh, hygienic wholesome of good quality of their respective kind and of reasonable quantity. The Dibrugarh University shall have the

right to stop the sale or even destroy those articles which are not considered of the requisite standard or are found unfit for human consumption. If on examination, it is found that food items / articles kept are exposed to dust, flies or the services rendered by the Licensee is unsatisfactory then the license shall be revoked, and the Licensee shall be even prosecuted under the provision of Prevention of Food Adulteration Act and shall also be liable to pay a fine of not less than Rs. 50,000/- (Rupees Fifty Thousand only) to Dibrugarh University and may also face prosecution under relevant Acts/ Laws of land.

27. The Licensee shall keep a '**Complaint–Cum-Suggestion Book**' at a conspicuous place in the said premises in which suggestions may be recorded by the customers and which shall be opened to inspection by monitoring committee duly authorized by Dibrugarh University. The Licensee shall implement these suggestions within a period of one week and where it is not possible to do so, he shall bring the matter to the notice of the University authority. The Licensee shall also put up a signboard reading **Suggestion/Complaint Book** available at the counter within a fortnight from the date of allotment of the premises. Dibrugarh University may also prescribe, if need be, the number of employees to be engaged by the Licensee keeping in view of the size of his business. They shall be properly and neatly dressed. The Licensee shall also furnish information to the University authority about the staff engaged by him in the prescribed form within a fortnight of the date of allotment of the premises (*along with two pass-port size photographs of each worker*). Similarly, information/photograph shall be supplied subsequently to the University authority as and when changes are made by the Licensee in this respect. Any discrepancy in such would attract a penalty of Rs. 5,000.00 (Rupees Five Thousand Only).

28. The Licensee shall ensure that persons not below a prescribed age, and as may be permissible under the relevant law, are employed and shall also maintain an Attendance Register for his employees. Labour Law regarding appointment/wages *etc.* be followed.

29. The dealings of the Licensee and his workers with the Staff & the students shall be polite and courteous.

30. If any person employed by the Licensee in connection with the purpose of this license deed is found guilty of breach of rules/discipline/terms of this deed, Dibrugarh

University shall have the right to require the Licensee to terminate the services of such an employee who shall not afterwards be permitted by the Licensee to come to the premises/campus without the previous written permission of Dibrugarh University.

31. The Licensee shall not be permitted to exhibit in the said premises any printed or written notice, advertisement, posters *etc.* of any kind and any company whatsoever.

32. The Licensee shall repair the good(s)/material(s)/equipment to the said premises at his/her own cost. The normal wear and tear, if any shall also be brought to the notice of Dibrugarh University in writing at the end of each month, failing which any damage noticed later shall have to be made good by the Licensee. Further the decision of Dibrugarh University on the question whether any damage is caused to the premises and what amount of compensation is payable shall be binding on the Licensee.

33. If the period for which the premises have been licensed has expired and has not been formally extended and the premises are not required to be vacated, then the Licensee may continue on the same terms & conditions till the license is renewed on mutual agreement.

34. The Licensee shall not carry out any illegal act or objectionable items or commodities in or outside the premises, which may be nuisance or a cause of annoyance to the neighbours.

35. On the expiry or earlier termination of this license, deed, the premises shall be vacated peacefully by the Licensee and he/she shall clear all dues before vacating them. It shall be the responsibility of the Licensee to hand over the possession personally to Dibrugarh University in the same condition in which he had occupied then. However, if he fails to do so, the action stipulated in this license deed and any other action deemed appropriate by Dibrugarh University shall be taken.

36. The Licensee shall make use of the said premises for his/her business purpose only and shall keep the adequate area around the said premises clean and in hygienic condition, and he/she shall not cause any obstruction or encroachment whatsoever under any circumstances. If at any time it comes to the notice of University authority that the area around the said premises are being used by unauthorized persons with the connivance of the Licensee or that the Licensee has put up any hoardings, show-case *etc.* stacked any goods in such areas or is carrying on any activities which obstruct

normal movement of public, Dibrugarh University personnel or other Licensee or which cause nuisance to other licensees, or that the Licensee is using the said premises for any purpose other than specified in the Agreement, then, notwithstanding anything contained in the Agreement, Dibrugarh University shall be entitled forth with to terminate the License without assigning any reason and without service of notice to the Licensee and to claim damages at such rate as may be decided by Dibrugarh University along with minimum penalty of Rs. 10,000/- (Rupees Ten Thousand only).

37. Any notice to be given to the Licensee under the terms of this license shall be considered to be duly served & the same shall have been affixed on outer door any other conspicuous part of the said premises.

38. The Licensee shall strictly follow the Labour laws and all statutory obligations viz. PF, ESI, Bonus, Gratuity as applicable and shall indemnify Dibrugarh University against any loss or damage, which Dibrugarh University may suffer as a consequence of non compliance of these Laws by the Licensee. There will be no deployment of minor employees. The successful Bidder shall furnish an indemnity Bond on Non-Judicial Stamp paper of Rs. 1000/- only as per proforma enclosed.

39. The Licensee shall ensure proper cleaning in and around canteen. The Kitchen waste shall be disposed off through covered containers in the dustbin situated in the nearby area.

40. The **Financial Bid** shall be sealed in separate envelope. Before, this envelope is opened or financial bids are downloaded, Technical Evaluation shall be done by Dibrugarh University for all bidders on the basis of Technical Bids which include checking of samples for various food products and inspection at various places of work of different bidders. Financial/Price Bid shall be opened only for those agencies who qualify the quality standards and finally the tenders shall be decided on the basis of the highest monthly license fee offered in the financial bid.

41. The rates are inclusive of all taxes as applicable and nothing extra shall be payable on this account. The Licensee shall himself be responsible for all such statutory obligations regarding payment of taxes to concerned authorities.

42. The contract will be awarded for a period of 02 (two) years on contract basis and extendable for a further period of one year on the satisfactory performance and quality

of service by the licensee/ Licensee.

43. Any dispute arising out of this contract shall be subject to Dibrugarh Jurisdiction only.

44. Licensee will deploy adequate number of manpower to serve the customers.

45. Approved Rate for food items (menu) will be valid for 02 (two) years and will be revised nominally if required, by a Committee only after 01 (one) year of contract on the request of licensee.

46. The Licensee shall not sub-lease to any other person (natural/artificial).

47. Dibrugarh University is free to engage external catering agency for providing snacks/lunch/ dinner/ high tea for events, such as meetings, seminar, conferences and workshop *etc.*

48. Cigarettes, Liquor items, Ghutkas, Pan masala and Tobacco items *etc.* will also not be permitted within the University Campus. Selling of these products will invite the prosecution under relevant Rules Acts.

49. The Licensee shall be responsible for depositing taxes with concerned authorities and for keeping records of sales. The Licensee shall maintain an electronic register.

I. PERFORMANCE SECURITY

The successful bidder(s) shall have to furnish Performance Security each time within seven days of date of issue of Letter of Intent before issue of Purchase/Work Order from time to time during the period of contract. The value of Performance Security shall be 10% of the cost of the Purchase/Work Order issued each time and shall be furnished in the form of an Account Payee/Demand Draft/ Fixed Deposit Receipts from a commercial bank of bank guarantee issues/confirmed from any of the commercial bank in India.

Sd/-
Registrar
Dibrugarh University
Dibrugarh

**Sanitation Conditions-Food Sanitation, Water Sanitation and General Sanitation,
Periodically checking for above or surprise check will be made by the Estate
Officer/Administrative Officer, Dibrugarh University or
authorized representative.**

(I) Food articles & drinks:

- a) Food articles should not be kept on floor subject to contamination by dust or by rodents/rats or flies *etc.* and always be kept in shelves or in height.
- b) Prepared food articles should be kept covered and protected from flies & dust and should be stored above the ground floor level.
- c) Milk & milk products should be of superior quality taken from reliable & approved sources to avoid food adulteration/contamination.
- d) No packed food items should be kept for sale after expiry date.
- e) Cooked food supplied outside the mess/canteen should be covered properly (Covered with a plate or paper or aluminium foil).
- f) Used fresh food material free from any contamination (Vegetable, milk, fruit *etc.*).
- g) Avoid strictly reuse of any cooked food material or drinks.
- h) Market superior quality materials should be used for cooking purpose.

(II) Utensils:

- a) Utensils should be easily washable & kept in good condition. There is no corrosion cracked or chipped utensils should not be used.
- b) Cooking, eating & drinking utensils are thoroughly cleaned & washed (preferably with soap/detergent & hot water) after each use.
- c) Use dough trough, tray should be cleaned with soap/detergent & hot water after day work.

(III) Equipments:

- a) The equipment should be properly located to facilitate cleaning.
- b) Cases, counters, shelves, tables, chairs, refrigerators, slicers, stoves (gas), hoods, hot case *etc.*, should be kept clean & stain free & safely operated.
- c) Juicer, Coffee, Tea, Soft drink *etc.* machine should be sterilized by the specialized agency periodically in a week or directed by the Estate Officer/Administrative Officer, Dibrugarh University and should be maintained proper record.

(IV) Washing:

- a) Washing places should be well drained to avoid nuisance from flies, offensive smell *etc.* & drains should free from any blockage of traps *etc.*
- b) After use, the caterer shall have to clean the place thoroughly with the use of disinfectants.

(V) Employer:

- a) Behaviour of shop/kiosk *etc.* employees & employer should be cooperative.
- b) Worker must wear clean aprons & caps and hand gloves.
- c) They should not be allowed to smoke or chew pan, tobacco, drink alcohol *etc.* in & around the kitchen/dining hall of mess/canteen/kiosk/fruit vendor.
- d) They (Employer & Employees) should clean their nails & hands with brush & soap

before handling the dough & cooking & servicing food/meals.

- e) Workers should be healthy and free from any diseases. Periodically medical check-up of the workers should be made & maintained proper record.

(VI) Other Conditions:

- a) Kitchen should not be used for residence.
- b) The store should be properly cleaned by proper arranging of articles in racks & bags.
- c) Kitchen & dining hall should be cleaned thrice a day or as per requirement.
- d) Kitchen kneading tables tip, side, bottom, should properly cleaned/stain free by using soap/detergent & hot water after days work.
- e) Floors should be impervious & easily cleaned & in good repair.
- f) Floor should be kept clean by moping with using of disinfectants such as approved phenyl & sanitizer *etc.*
- g) Walls & ceiling should be kept clean from cobweb & dust *etc.*
- h) Doors & windows glasses should be clean gently which will not affect ventilation & light.
- i) Serving table & chain should be kept clean.
- j) No smoking & no use of tobacco, alcohol *etc.* is to be allowed in the campus.

(VII) Garbage Disposal:

Arrange proper capacity covered dustbins for disposal of garbage and should be cleaned timely. Approved insecticides should be used in dustbins. Entire area in & around the shop/mess/canteen/kiosk/fruit vendor should be cleaned every time. The Licensee shall have to pay an amount of Rs. 500/- per month as garbage disposal/maintenance fee.

(VIII) Penalties:

- (a) setting up of a stall within outside the canteen for sale of items(s) not listed in the contract/selling of items without electronic billing machine/unhygienic condition in the kitchen & dining hall/ poor quality of product shall attract penalty of Rs. 5,000/- first time, Rs. 10,000/- in the second and cancellation of contract in the third occasion.
- (b) Staff being not properly dressed i.e. with serving staff in a particular color of shirt, trouser, shoes, gloves/apron head and globs etc shall attract penalty of Rs. 2,000/- per occasion.
- (c) Not maintaining cleanliness and immediate disposal of garbage shall attract a penalty of Rs. 2,000/- per day.
- (d) Overcharging/ non availability of listed items and non courteous of the working staff shall attract a penalty of Rs. 2,000/- per occasion.

Sd/-
Registrar
Dibrugarh University
Dibrugarh

FORM OF AGREEMENT

THIS AGREEMENT is made on the ___day_____(Month)_____(Year) Between the Registrar, Dibrugarh University, Dibrugarh, Assam-786004 which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the Licensee) through Shri _____,

the authorized representative (hereinafter called “the Licensee”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the Licensee shall provide uniformed and trained personnel and will use its best endeavours to provide Canteen Services to Dibrugarh University, Dibrugarh.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, *viz.*:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Licensee as hereinafter mentioned, the Licensee hereby covenants with the employer to execute and the Canteen Services *w.e.f.* _____ as per the provisions of this Agreement and the tender documents.
4. The Department hereby covenants to pay the Licensee in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs.2.00 per square feet (____Rupees in words).

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have signed the Agreement the day and the year firstabove written.

For and on behalf of the Licensee

For and on behalf of Board of
Management of Dibrugarh
University

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Licensee

Stamp/Seal of the Employer

By the said

by the said

_____Name

_____Name

on behalf of the Licensee in
the presence of:

on behalf of the Employer in
the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

INSTRUCTIONS

1. All columns shall be filled legibly.
2. Clear and precise information shall be given against each column in the space provided.
3. If any column is left blank or not properly replied to or the application is not accompanied by the pay order/demand draft of the requisite value, application is liable to be rejected summarily.
4. The License granted is liable to be cancelled forthwith, if, it is found that the applicant had given wrong or false information in the application for the issue of authorization.

ANNEXURE – ‘B’**INDEX/ LIST OF DOCUMENTS**

Sl. No	Particulars	Page No.
1.	NIT	
2.	Terms & Conditions	
3.	Sanitation conditions	
4.	List of Items/Snacks <i>etc.</i>	
5.	Technical Bid	
6.	Financial Bid	
7.	Form of Agreement	
8.	Letter of Acceptance	
9.	Technical Bid Submission form	

**Letter of Acceptance
Or
Letter of Award
Confidentiality**

Tender no. DU/RG/ dated:
**Contract Title:Canteen/Catering Services at Dibrugarh University,
Dibrugarh**

To,
M/s.....
.....
.....

Sub: Award for tender no. DU/RG/..... titled
'.....Canteen/Catering Services at Dibrugarh University, Dibrugarh.

Ref: Your offer/quotation no..... dated..... against our tender
no..... opened on.....

Dear Sir/Madam.

I am pleased to inform you that after evaluating the bid documents submitted by you on, Dibrugarh University is pleased to inform you that you have been selected as the successful bidder for '.....Canteen/Catering Services at Dibrugarh University'. The total cost shall be Rs..... as indicated in your financial bid submitted on(date), in accordance with the procedures intimated in the relevant bid documents.

1. You/your authorized representative(s) are requested to be personally present at the Office of the Registrar, Dibrugarh University for signing of the contract by..... (date).
2. In this respect, we also request you to submit the performance security of Rupees.....by.....(date). Security deposit being 10% of the total cost of Rs.
3. Please apply for refund of EMD deposited with the bid.
4. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.
5. This notification concludes the legally binding contract between you and Dibrugarh University till issue of a formal contract.

Yours truly
Registrar

Encl. Agreement form along with the Schedule of Requirements

TECHNICAL BID SUBMISSION FORM

1.	Name of the Company/Proprietor	M/s.
2	Address of the company/proprietor along with contact details	Address: Telephone: Email id.:
3	Name, designation and telephone/mobile number of authorized person to be contacted	
4	Details of EMD: Exemption of EMD for registering with MSME, NSIC, etc. will be considered as per the Govt. of India's rules on submission of documentary proof. Original EMD must be submitted to the Registrar, Dibrugarh University before opening the bid	Rs. 5,000/- D.D. No..... Dated..... Bank.....
5	Details of Company/Proprietor registration	Submit scanned copy(ies)
6	Details of GST Certificate/PAN Details	Submit scanned copy(ies)
7	Average Annual Turnover during the preceding last three years (attach scanned copy of audited balance sheet and Profit & Loss Account for these years/certificate from CA)	
8	Value of work/canteen services carried out during the preceding five years (attach copy(ies) of work orders)	
9	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes/No. {An affidavit on non-judicial stamp paper for Rs..... declaring that company had never been blacklisted by any authority (Original Affidavit shall be hand over to the Registrar, D.U. before the last of the submission of online tender)}
10	Valid license of FSSAI registration	Submit scanned copy(ies)

	Certificate	
11	Any other relevant information	

DECLARATION

1. I/We hereby declare that the information furnished above are true and based on available documentary evidences, In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
2. That the firm has carefully read and understood the tender document and agrees with all the terms and conditions of the tender.

(Authorized Signatory)
Full name and designation
Official seal