

# **TENDER DOCUMENT**

**FOR PROVIDING  
FAST FOOD CORNER  
AT  
TEZPUR MEDICAL COLLEGE & HOSPITAL  
CAMPUS, TEZPUR**

**TO BE DEPOSITED IN THE TENDER BOX  
IN THE  
O/o Member Secretary  
and  
Principal cum Chief Superintendent,  
TMC & H, Bihaguri, Tezpur**

**Cost of Tender Document Rs. 1,000/-**

**GOVT. OF ASSAM**  
**OFFICE OF THE PRINCIPAL-CUM-CHIEF SUPERINTENDENT**  
**Tezpur Medical College Hospital, Tezpur, Bihaguri-784010, Assam.**  
**(Under Society for Medical Education Tezpur)**

No. SMET/TMC/NIT/354/2014/

Date: 25/11/2016

**NOTICE INVITING TENDER**

Sealed bids (Two envelope system) affixing court fee of Rs.8.25 (Rupees eight & twenty five paisa) only from reputed firms / companies to provide Fast Food Corner & Tea /Coffee Stall at Tezpur Medical College & Hospital, Tezpur for the period of 1 (one) year, since date of engagement, subject to the terms and conditions mentioned hereafter.

Sl. No.	Name of Work	EMD	Cost of Tender Paper	Last Date & Time of submission
1.	Providing Fast Food Corner & Tea /Coffee Stall in Tezpur Medical College & Hospital, Tezpur.	Rs. 25,000/-	Rs. 1000/-	2 PM 14/12/2016

The details tender documents may be collected on payment of **Rs. 1000/- (Non-Refundable)** only from the office of the Member Secretary , SMET & Principal cum Chief Superintendent Tezpur Medical College & Hospital during office hours , on all working days from **01/12/2016 to 12/12/2016** (excluding Sundays & holidays). It can also be downloaded from the official websites [www.tmcassam.org](http://www.tmcassam.org) which should be accompanied by the requisite Tender cost of Rs. 1000/- in the form of demand draft in favour of "**The Member Secretary, SMET, Tezpur Medical College & Hospital, Tezpur**" payable at Tezpur.

The tender will be received by the undersigned up to date and time mentioned against each item and will be opened on the same date & place at 3.00 PM in presence of the attending parties/authorised representatives.

Sd/-

**Member Secretary, SMET**  
**&**  
**Principal cum Chief Superintendent**  
**Tezpur Medical College & Hospital, Tezpur.**

# **SOCIETY FOR MEDICAL EDUCATION TEZPUR**

(Under Society Act XXI OF 1860)

Reg. No. RS/SPR/242/C/40 of 2005-06

**BIHAGURI, TEZPUR.**

**SONITPUR. ASSAM- 784010**

**Tel: 03712-241328, Fax : 03712-241300**

**e-mail : [principaltmctezpur@gmail.com](mailto:principaltmctezpur@gmail.com)**

**website : [tmcassam.org](http://tmcassam.org)**

## **SCOPE OF WORK FOR FAST FOOD CORNER & TEA / COFFEE STALL**

Fast Food Corner will be provided in the Institute for the requirements of Doctors, Staffs and students of College and Hospital and. Fast Food Corner is located in Cafeteria building of TMC & H.

The proposed facility will have a fast food corner, Tea/ Coffee stall, Juice corner, Ice cream vendor etc. which showcases the best of cuisines (traditional / Chinese / continental), with a good nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious. High standards of hygiene, presentation and services are expected.

**TENDER DOCUMENT  
FOR PROVIDING  
FAST FOOD CORNER & Tea/ Coffee Stall AT TMC & H  
CAMPUS, TEZPUR**

Cost of Tender Document: **Rs. 1000/-** (Rupees one thousand only)

Deposited vide Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_

drawn on (Bank) \_\_\_\_\_

**Last date & time for submission of duly filled-in Tenders:**

**at 2.00 p.m on 14/12/2016**

(Duly filled-in Tender Documents, complete in all respects, to be dropped in  
the tender box of

O/o Member Secretary, SMET

&

Principal cum Chief Superintendent, TMC & H, Bihaguri, Tezpur)

**(No Tender Document would be accepted after 2.00 p.m. on 14/12/2016)**

**Date & Time of opening Technical Bids:**

**at 3.00 p.m on 14/12/2016**

**Venue for opening Technical Bids:**

**O/o Member Secretary, SMET**

&

**Principal cum Chief Superintendent  
Tezpur Medical College & Hospital, Bihaguri  
Administrative Block. College Building.  
Tezpur. Sonitpur. Assam-784010**

**SOCIETY FOR MEDICAL EDUCATION TEZPUR**

(Under Society Act XXI OF 1860)  
Reg. No. RS/SPR/242/C/40 of 2005-06  
**TEZPUR MEDICAL COLLEGE & HOSPITAL**  
**BIHAGURI, TEZPUR.**  
**SONITPUR. ASSAM- 784010**

**TENDER FOR PROVIDING FAST FOOD CORNER  
& TEA/COFFEE STALL  
AT TMC & H CAMPUS, TEZPUR**

<b>NAME OF THE TENDERER (as per Registration Certificate)</b>	
<b>COMPLETE POSTAL ADDRESS OF THE TENDERER (as per Registration Certificate)</b>	

# SOCIETY FOR MEDICAL EDUCATION TEZPUR TEZPUR MEDICAL COLLEGE & HOSPITAL

## TENDER DOCUMENT FOR PROVIDING FAST FOOD & TEA/ COFFEE STALL SERVICES AT TMC & H CAMPUS,TEZPUR

### TECHNICAL BID

<p>1. Earnest Money Deposit (EMD)</p>	<p>Demand Draft/Banker's Cheque No. _____ dated _____ for Rs.<b>25,000/-</b> (Rupees Twenty Five Thousand)only drawn on (name of the Bank)_____ in favour of</p> <p><b>“Member Secretary, SMET, Tezpur Medical College &amp; Hospital” payable at Tezpur (To be enclosed with Technical Bid)</b></p>
---------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><b>COMPANY/FIRM PROFILE</b></p> <p>1. Name of the Company/Firm and Complete registered address:</p> <p>1(a) Legal Status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation)</p> <p>1 (b) Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason thereof ?</p> <p>1(c) Were you or your company ever required to suspend catering services for a period of more than 06 months continuously after you commenced the catering services? If so, give the name of the contract and reasons thereof :</p> <p>1(d) Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.</p>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

<p>2. Name, Designation and Tel. No(s) of</p>	
-----------------------------------------------	--

the Contact Person: -Fax No(s): -e-mail address:	
3. Year of commencement of Business	
4. Statutory Details (photocopy to be attached) -Registration No. of the Firm - PAN - RPFC – Registration No./ Food Safety Certificate - ESI Registration No. - Service Tax Registration No. / Sales Tax	
5. Income Tax Assessment Completion Certificates for the financial years 2013-14, 2014-15 and 2015-16. (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reason for non-completion of the assessment for the required years may be indicated).	

6. List of present and past clients (Please use separate sheet for each) as per the following format. The information provided will facilitate evaluation of your Technical Bid:

Sl. No.	Name of the organization with complete postal address	Name & designation of the Contact Person with Tel/Mobile No(s)	Date from which the contract was awarded	No. of persons deployed by your firm	No. of persons served

7. Volume of business done during the last three years (please submit documentary evidence) (Rs. in Lakh).

Details of annual financial turnover (gross)	2016-2014	2014-2015	2015-2016

## TERMS & CONDITIONS GENERAL

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the **Check List** of the Tender Document.
3. The bidders, who download the Tender Document from TMC & H's website, are required to submit a separate demand draft for Rs.1000/- (Rupees One Thousand) only towards the cost of the Tender Document. **THIS DEMAND DRAFT IS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL BID in case of Downloaded Tender.**

Documents submitted without demand draft towards the cost of Tender Document shall be rejected.

4. The Tenderer must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s).
5. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Duly filled in tender form should be supported by "Letter of Transmittal" as at Annexure-I of the Tender Document.
6. **(A).** Society(SMET) should always be reserved to reject any or of the tenders received, without the assignment of reasons. No tender should be accepted from any person directly or indirectly connected with Government Services, or which involves an uncertain or indefinite liability or any condition of an unusual character.  
**(B).**Tenders received within the timeline will be opened in presence of tenderers or their representatives as may be choose to attend.
7. Tender shall be submitted in TMC & H's official tender form only. If submitted in any other manner, the same shall be summarily rejected. No bidder shall be issued more than one Tender Form.
8. Tenders received without the prescribed Earnest Money Deposit (EMD) of **Rs.25,000/- (Rupees Twenty Five Thousand)** only shall be rejected.
9. The services to be rendered by the Caterer must not be altered by the bidder.
10. No paper shall be detached from the Tender Document.
11. The name and address of the bidder shall be clearly written in the space provided or the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, other wise the Tender is liable to be rejected.
12. The Financial bids submitted by all bidders should be valid for at least for a minimum period of six

months from the date of opening of Technical Bids.

13. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
14. The Institute reserves the right to reject any or all the tenders without assigning any reason.
15. Before submitting the filled-in Tender Document to the Institute/Society, the bidders may seek clarification(s), if any, from the **Finance & Accounts Officer** on Tel. No. **03712-241303 OR** in person by visiting the Institute during working hours by taking prior appointment.
16. The Institute reserves the right to change any condition of the tender before opening of the Technical Bids. The change in term(s) will however be informed before opening of Technical Bids.
17. (A) The successful bidder will have to enter into an agreement with the Institute as per draft agreement given in Annexure-II before taking charge of the Fast Food & Tea/ Coffee Stall and commencement of the Fast Food & Tea/ Coffee Stall work.  
(B). EMD of **Rs. 25,000/- (Rupees Twenty Five Thousand)** only will be refundable to the unsuccessful bidder without any interest.  
(C) The successful bidder referred as Man power recruitment & Supply Agency Service (briefly mentioned as the Agency).
18. Canvassing in any form will make the tender liable to rejection.

## **ELIGIBILITY CONDITIONS/GUIDELINES FOR EVALUATION OF TECHNICAL BIDS**

### **19. Basic Eligibility:**

- (a) The applicant should be in Fast Food & Tea/ Coffee Stall business (excluding beverage services) for a minimum period of five years as on **30/11/2016**.
- (b) Preference will be given to applicant having similar work experiences in educational institutions/ airports/ hospitals/ public sector undertakings and similar establishments.

Similar nature of work means the running of the Fast Food & Tea/ Coffee Stalls of institutions / organizations / companies / guest houses.

### **(c) Average Financial Turn-Over (Gross)**

The bidder's average annual financial turnover (gross) in catering services during the last three financial years, i.e., 2013-14, 2014-15 and 2015-16 duly audited by CA. Year in which no turnover is shown would also be considered for working out the average.

### **(d) Financial Solvency**

The bidder should have a solvency for running the Fast Food & Tea/ Coffee Stall. A certificate to this effect may be enclosed from the banker.

### **(e) Performance Certification**

The bidders' performance, as per format at Annexure-III for each work completed in the last three years and in hand should be certified by a responsible person from the concerned organization. The certificate should also indicate the compliance of statutory requirements.

- (f) Tenders received without proper documents, including **DD/Bankers' Cheque**, shall be summarily rejected.

## **For the purpose of pre-qualification, applicant will be evaluated in the following manner:**

1. The initial criteria prescribed in **Para 19** above, in respect of years of operation in the business, experience

of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for empanelment for the work will be determined.

2. This may be followed by the visit of the Team (s) of TMC & H to the sites of the Caterer to inspect the site(s) at present contract(s) for on the spot first hand information regarding the quality of food and services provided etc., if considered necessary by the TMC & H authority.

3. On the basis of 1 and 2 above the financial bids will be opened.

## **GUIDELINES FOR SUBMISSION OF TENDER**

### **20. The bids are to be submitted in two parts –**

(i) Sealed Technical Bid, along with a Demand Draft/ Banker's Cheque for **Rs.25,000/-- (Rupees Twenty Five Thousand only)**, drawn in favour of **"Member Secretary, SMET, Tezpur Medical College & Hospital"** payable at **Tezpur**, towards Earnest Money Deposit (EMD) in one sealed envelope super-scribed **"TECHNICAL BID FOR PROVIDING FAST FOOD & TEA/ COFFEE STALL SERVICES AT TMC & H CAMPUS"**. Tender Document received without EMD will be summarily rejected.

(ii) Sealed Financial Bid placed in a separate envelop super-scribed:  
**"FINANCIAL BID FOR PROVIDING FAST FOOD & TEA/ COFFEE STALL SERVICES AT TMC & H CAMPUS"**.

21. The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed **"BID FOR PROVIDING FAST FOOD & TEA/ COFFEE STALL SERVICES AT TMC & H CAMPUS, TEZPUR"**. This bigger envelop, bearing the name & complete postal address of the bidder, should be addressed to **Member Secretary, SMET and Principal cum Chief Superintendent, TMC & H, Bihaguri, Tezpur, Sonitpur, Assam** and dropped in the Tender Box kept in O/o Principal cum Chief Superintendent, TMC & H, Bihaguri on or before **2 p.m. on 14/12/2016**.

**Tenders received after due date & time shall not be accepted.**

## **OPENING OF BIDS**

22. The Technical Bids will be opened on **14/12/2016 at 3.00 p.m.** in O/o Member Secretary and Principal cum Chief Superintendent, TMC & H, Bihaguri in the presence of bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).

23. The Financial Bids of only technically acceptable tenders (as mentioned in para 20 above) will be opened for further consideration. The decision of the Institute in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated only to such bidders who are found eligible as per evaluation criteria prescribed by the Institute.

24. EMD of the unsuccessful bidders will be returned, without interest, within a period of one month on submission of application from the date of award of contract to the successful bidder.

## **EVALUATION OF FINANCIAL BIDS**

25. Financial Bid shall not be the sole criteria for award of contract. Feed back received from the

previous/present clients and on the spot assessment of the TMC & H's designated team shall also form the basis of selection.

### **PERIOD OF CONTRACT**

26. The contract for Fast Food & Tea/ Coffee Stall Services shall remain valid initially for a period of one year which will be extendable with mutual agreement. However, in order to evaluate the performance and services of the successful bidder, the contract will have probationary period of 6 (six) months. The contract for the remaining period will be confirmed only if the services and quality of items served by the Caterer are found satisfactory during the probationary period.

27. The one-year contract period is subject to renewal by the Institute on satisfactory performance on mutually agreed terms and conditions for further period till such time mutually agreed to.

### **FORFEITURE OF EMD**

28. EMD of the successful bidder shall be forfeited if the Caterer does not fulfil any of the following conditions:

i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;

ii. The successful bidder does not commence Fast Food & Tea/ Coffee Stall services within **7 (seven) days** of the stipulated date for commencement of Fast Food & Tea/ Coffee Stall services.

29. **The Contract for award of Fast Food & Tea/ Coffee Stall Services through this Tender shall come into force after issuing Award letter of contract.** If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

### **SECURITY DEPOSIT**

30.(A) The successful bidder will be required to submit performance Security of **Rs.25,000/- (Rupees Twenty Five Thousand)** only in the form of Demand Draft/Banker's Cheque in favour of **Member Secretary, SMET, Tezpur Medical College & Hospital**

(B) E/M deposited at the time of tender is to be converted into Performance Security in case of successful bidder.

E/M of unsuccessful bidder will be refunded (on application).

(C) Performance Security of **Rs.25,000/- (Rupees Twenty Five Thousand)** of the selected/ successful bidder will be refunded at the end of the Contract without any interest.

31. If the Contract is terminated by the Caterer (here after called the Caterer) without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Caterer with the Institute, the Security Deposit will be forfeited without prejudice to the TMC & H Management's right to proceed against the caterer for any additional damages that the Institute suffers as a result of the breach of the aforesaid terms and conditions.

### **RENTAL OF PREMISES, ELECTRICITY & WATER CHARGES**

32. The Caterer will be required to pay to TMC&H a fixed monthly rental for the Fast Food & Tea/ Coffee Stall premises, which will be notified as per APWD rates. In addition to this electricity & water charges will have to be paid, as per rate fixed by the TMC&H authority. For electricity charges, the amount in respect of the units consumed by the Caterer shall be paid by him to TMC&H authority.

### **STATUTORY OBLIGATIONS OF THE TENDERER (CATERER)**

33. The Caterer shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Fast Food & Tea/ Coffee Stall services in TMC & H campus.

34. The employees of the Caterer should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
35. The Caterer will, prior to the commencement of the operation of contract, make available to TMC & H the particulars of all the employees who will be deployed at the Institute's premises for running the Fast Food & Tea/ Coffee Stall . Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
36. The Caterer shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of Government and fulfill all other statutory obligations, such as, Provident Fund, ESI, and Service Tax etc. in force from time to time.
37. The Caterer shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
38. Employment of child labor is strictly prohibited under the law. Therefore, the Caterer will not employ any child labour.
39. In the event of violation of any contractual or statutory obligations by the Caterer, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Caterer, the Caterer shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Caterer, if the Institute is required to pay any damages to any individual, agency or government authority, the Caterer would be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Caterer while settling his/her bills or from the amount of Security Deposit of the Caterer lying with the Institute.
40. The Caterer shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
41. The Caterer shall at all times keep indemnified the principal employer, namely, Tezpur Medical College & Hospital, Head of the Institute and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Caterer shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
42. The Fast Food & Tea/ Coffee Stall staff shall be issued Identity Cards bearing photographs. The Caterer shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
43. The Caterer shall be personally responsible for conduct and behaviour of his staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the Caterer's staff shall be made good by the caterer. If it is found that the conduct or efficiency of any person employed by the Caterer is unsatisfactory, the Caterer shall have to remove the concerned person and engage a new person within 48 hours of intimation by TMC & H. The decision of the Institute's designated officer in this regard shall be final and binding on the Caterer.
44. The Caterer shall not appoint any Sub- Caterer to carry out his obligations under the contract.
45. The Caterer shall keep the Fast Food & Tea/ Coffee Stall and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, Fast Food & Tea/ Coffee Stall hall, floor, counter, benches, tables, chairs, etc. TMC & H management will have 24-hour access to inspect the Fast Food & Tea/ Coffee Stall premises at any time for ensuring the cleanliness and hygienic conditions of the Fast Food & Tea/ Coffee Stall 's kitchen and dining hall premises.
46. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Fast Food & Tea/ Coffee Stall . Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the Caterer.
47. The Caterer shall get the prices of all items approved by the Institute and no changes, what-so-ever shall

be made without prior written approval of the Institute. The amounts approved shall be properly displayed in the Fast Food & Tea/ Coffee Stall area.

## **OTHER OBLIGATIONS OF THE CATERER**

48. The Caterer will use only branded raw material for preparation of items. The permissible brands of various items are given in **Annexure-IV**.

49. The Institute will provide to the Caterer space for storing raw material, kitchen equipment as per list provided in Annexure-V for cooking and preservation of perishable items, sitting and serving space, etc. free of cost. The Institute shall also provide tables and chairs in the serving area.

### **Consumable LPG is to be provided by the bidder and no cost is to be borne by the Authority.**

50. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the Institute are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Caterer, failing which the same will be got done by TMC & H at the Caterer's risk and cost. In this regard, the decision of the designated officer of TMC & H shall be final and binding on the Caterer.

51. All work shall be carried out with due regard to the convenience of TMC & H. The orders of the concerned authority shall be strictly observed.

52. The Caterer will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of TMC & H and the guests/hostellers.

53. The Caterer should be in a position to cater to the tastes of North-East Indian students, who are likely to be in majority, in addition to serving North Indian, South Indian and Chinese items.

54. The Caterer shall install his electronic fly – kill / insect repellent equipment, emergency lighting / gas and fuel supply at his own cost;

**55. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes and tobacco products or any other items of intoxication are strictly prohibited in the Institute campus, including Fast Food & Tea/ Coffee Stall . Any breach of such restrictions by the Fast Food & Tea/ Coffee Stall Caterer will attract deterrent action against the Caterer as per statutory norms.**

56. No minimum guarantee will be furnished to the Caterer towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of students/hostellers/ TMC & H personnel to avail Fast Food & Tea/ Coffee Stall services.

57. The workers employed by the Caterer shall be directly under the supervision, control and employment of the Caterer and they shall have no connection what-so-ever with Tezpur Medical College & Hospital (TMC & H). TMC & H shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against TMC & H for employment or regularization of their services by virtue of being employed by the Fast Food & Tea/ Coffee Stall Caterer, against any temporary or permanent posts in TMC & H.

58. The Caterer shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute.

59. The Caterer will bring his own tools, hot boxes, O.T.G, steam boxes, microwaves, juicers, ice cream vending machines, utensils, Tea/Coffee vending Machines, Water Purifier computerized cash counter, POS machine etc. as needed to maintain the Fast Food & Tea/ Coffee Stall services in addition to what is provided for by TMC & H.

60. The Caterer shall not use the Fast Food & Tea/ Coffee Stall premises for any other activity except for the purpose for which it has been provided for.

61. Caterer should install himself Deep fridge/ Fridge, and other appliances required for maintaining quality of food products and other management appliances, like note counting machine, locker, computer, receipts memo/ cash memo, Books of Accounts, including security measures at his own cost.

62. **No compensation at the time of termination of Contract is to be paid.** Maintenance of all equipments, furniture, appliances either or from both parties will be done by the Caterer.

63. All appliances/ furniture provided by the authority should be in running condition at the time of handing over or termination of the Contract (after proper inspection by the Authority).

## **PAYMENT**

64. The payment in respect of official bills of the Institute submitted in duplicate by the Caterer shall be released on receipt basis subject to fulfillment of obligations by the Caterer imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the caterer. Any supply of food items without proper authorization by the designated authority of TMC & H will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source.

65. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Caterer shall not be entitled to any interest to be paid by the Institute for late payment.

66. All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.

## **TERMINATION OF THE CONTRACT**

67 The Contract can be terminated by either party, i.e., TMC & H or the Caterer, after giving one-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, TMC & H reserves the right to terminate the contract without giving any notice in case the Caterer commits breach of any of the terms of the contract. TMC & H's decision in such a situation shall be final and shall be accepted by the Caterer without any objection or resistance.

68. On termination of the contract, the Caterer will hand over all the equipments/furniture/articles etc., supplied by TMC & H, in good working condition, back to TMC & H.

69. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the Fast Food & Tea/ Coffee Stall services, TMC & H reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate Arrangements.

## **PENALTY**

70. The Institute reserves the right to impose a penalty (to be decided by the TMC & H authorities) on the Caterer for any serious lapse in maintaining the quality and the services willfully or otherwise by the Caterer or his staff or for any adulteration.

71. If the Institute is not satisfied with the quality of eatables served, services provided or behavior of the Caterer or his/her employees, the Caterer will be served with 24-hour notice to improve or rectify the defect(s), failing which the TMC & H will be at liberty to take appropriate necessary steps as deemed fit.

## **JURISDICTION**

72. Dispute, if any, arising out of the Contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Tezpur courts only.

## **CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH TECHNICAL BID**

1. Demand Draft/ Banker's Cheque for **Rs. 25,000/- (Rupees Twenty Five Thousand) only** towards EMD
2. Demand Draft for **Rs.1000/-** towards cost of tender document.
3. Food Security Certificate is to produced from the concerning authority along with the tender.
4. Assessment Order (Certificate) for the last three years
5. PF, ESI, Insurance under Personal Accidence Insurance Scheme, Licence Photocopies.
6. Signature of the bidder or his/her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions contained in the Tender Document.
7. Documentary evidence in support of the following:
  - (i) Number of years of having run Fast Food & Tea/ Coffee Stall s in the offices / organizations / hospitals / places of public utility / institutions / educational institutions along with number of persons availing the services offered by the Caterer.
  - (ii) List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing Fast Food & Tea/ Coffee Stall services. Names, designations and telephone numbers of concerned officers in the respective organizations/ institutions may also be indicated.
  - (iii) Work Plan – indicating the requirement of staff and deployment pattern of staff proposed and other details for smooth, efficient and satisfactory performance of the contract.

**LETTER OF TRANSMITTAL**

From: (Name & Complete Postal Address of the Applicant)

To:

**Member Secretary  
and  
Principal cum Chief Superintendent,  
TMC & H, Bihaguri, Tezpur**

**SUBJECT: SUBMISSION OF PREQUALIFICATION APPLICATION FOR THE FAST FOOD CORNER AT TMC & H**

Sir,

Having examined the details given in invitation for prequalification published in the newspapers and prequalification document for the above work we hereby submit the prequalification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms \_\_\_\_\_ to \_\_\_\_\_ and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We submit the requisite certified solvency certificate and authorize the Member Secretary and Principal cum Chief Superintendent, TMC & H to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize the Member Secretary and Principal cum Chief Superintendent to approach individuals, employers, firms and corporation and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability trained know-how & capability for having successfully completed the following works

<b>SINo.</b>	<b>NAME OF WORK</b>	<b>CERTIFICATE FROM</b>
1.		
2.		
3.		

**Encl:**

**Date of submission:**

**Signature of Applicant**

**DRAFT OF THE AGREEMENT  
TO BE JOINTLY SIGNED BY TMC & H AND THE CATERER  
FOR RUNNING FAST FOOD & TEA/ COFFEE STALL AT TMC & H  
PREMISES, BIHAGURI, TEZPUR  
(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Caterer)**

**AGREEMENT**

This Agreement made this day the \_\_\_\_\_ between the Society for Medical Education Tezpur, Tezpur Medical College & Hospital (TMC & H), Bihaguri, Tezpur, Sonitpur, Assam- 784010 (hereinafter called the Institute) of one part and Shri/Mrs/Ms \_\_\_\_\_ of M/s \_\_\_\_\_ of the other part (hereinafter called the caterer) and whereas the Institute needs a caterer to run Fast Food & Tea/ Coffee Stall for supply of tea, coffee, cold drinks, juice, biscuits, snacks, high-tea, break-fast, lunch and dinner, etc. etc. mentioned in the Tender Document invited by the Institute to the staff, students and guests of the Institute. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to the Institute's staff, students and guests in the Fast Food & Tea/ Coffee Stall , office complex and in the Hostels (in special cases as and when required). The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Fast Food & Tea/ Coffee Stall in the premises of the Tezpur Medical College & Hospital (TMC & H), Bihaguri, Tezpur, Sonitpur, Assam- 784010 , initially upto \_\_\_\_\_ 2016 on the terms & conditions contained in the Tender Document, Institute's Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.
2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The Member Secretary and Principal cum Chief Superintendent of the Institute and/or their authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the Institute with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the Institute's authorities may – (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Caterer for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the Institute reserves the right to impose financial penalty as decided by the Institute's authorities or the contract may be cancelled without giving any notice.
3. The items of menu, which the Caterer would be expected to supply in the Fast Food & Tea/ Coffee Stall , are indicated in the Appendix II. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from **September to August** every year and in-between revision shall NOT be allowed. The Institute may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/ eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.
4. That the caterer shall use good quality milk. In case he is unable to maintain supplies of Good quality milk, he may arrange to procure Amul packaged milk/ equivalent quality.
5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing Fast Food & Tea/ Coffee Stall services.
6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Fast Food & Tea/ Coffee Stall Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That in the event of Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such Authorities.

8. That the Caterer has agreed to pay to the Institute electricity and water charges on the basis of actual units consumed.

9. That the Caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the Institute's staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

10. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the Institute due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Institute as final and abide by such decision. In such an event, the Institute shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Institute's authorities indemnified.

11. The Institute will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, the Institute may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity/ unlawful activities.

12. That the Caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

13. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the Institute to the Caterer and the possession of the premises will always that of the Institute, even when the premises are in use or occupation of the caterer.

14. The Institute shall provide to the Caterer necessary equipments, furniture & fixtures, as per attached Annexure and he shall maintain them in good condition. He shall be responsible for their maintenance.

15. The Caterer shall provide all other implements for running the Fast Food & Tea/ Coffee Stall like crockery, cutlery, table linen, flower posts, livery or the Fast Food & Tea/ Coffee Stall Staff and these shall be of good quality and standard.

16. The Caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. The cooking equipments shall be provided in working condition by the Institute. However, subsequently operational expenses will be borne by the caterer himself. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment provided to him by the Institute. Extra cooking equipments may be provided by the Caterer on his cost by prior permission.

17. The Caterer shall also be responsible for the upkeep of equipments provided by the Institute. In case of any damage to the furniture and equipments (list attached) by any person, he will immediately inform in writing the concerned authorities of the Institute for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the Institute or to be recovered from Security Deposit lying with 1<sup>st</sup> Party.

18. All the equipments, furniture/fixtures, including gas and electrical installation of the Fast Food & Tea/ Coffee Stall kitchen/dining hall shall be given to Caterer in good working condition. These will be used carefully & cautiously by his employees. Any repairing cost of cooking/ electrical appliances will be borne by the Caterer.

19. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Fast Food & Tea/ Coffee Stall Services. Such suggestions, as approved by the Institute's authorities, shall be

forthwith acted upon. The suggestion book shall be kept open for inspection by the Institute's designated authorities.

20. Necessary Security/ House Keeping arrangement is to be organized for safety/ cleaning of Fast Food & Tea/ Coffee Stall by the Caterer (2<sup>nd</sup> Party).

21. An amount as per PWD assessment is to be paid to the Society for Medical Education Tezpur as monthly rental other than amount fixed for Power and Water Consumption.

In witness whereof the parties have put their hands to this agreement on the day Aforesaid.

Signed and delivered by:

Countersigned:

1.

2.

**Member Secretary, SMET  
and  
Principal cum Chief Superintendent  
Tezpur Medical College & Hospital, Tezpur.  
Assam-784010**

### **ANNEXURE-III**

**FORMAT FOR PERFORMANCE CERTIFICATION REFERRED IN POINT NO.19 (e)**  
(Furnish this information for each individual work from the employer for whom the work was

executed)

1. Name of the contract and location

2. Agreement no.

a. Scope of Contract

b. Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report

(i) Quality of Food – Excellent/Very Good/Good/Fair

(

ii) Resourcefulness – Excellent/Very Good/Good/Fair

g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible Authority)

Date:

**ANNEXURE – IV**

**PERMISSIBLE BRANDS OF CONSUMABLES**

<b>ITEM</b>	<b>BRAND</b>
-------------	--------------

Salt	Iodised salt such as Tata, Annapurna, Nature Fresh
Spices	MDH, MTR, Catch or equivalent quality brands
Ketchup	Maggi, Kissan or equivalent brands
Oil	Refined oil such as Sundrop, Nature Fresh, Dhara
Butter	Amul, Britannia, Mother Dairy or equivalent
Bread	From reputed Bakery
Jam	Kissan, or equivalent quality brands
Milk	Amul Taza, or equivalent quality
Tea	Brook Bond, Lipton, Tata or equivalent brand
Coffee	Nescafe, Rich Bru, or equivalent quality brands
Biscuits	Britannia, Parle, Bisk Farm, Sun Feast, etc.
Ice Cream, Lassi, Curd	Quality Walls, Amul, Mother Dairy or equivalent brands
Mixtures/Chips	Haldiram/ Bikaner/ Lehar or equivalent brands
Mineral Water	ISI marked Kinley/Bisleri or equivalent brands
Cold Drinks	Pepsi, Coca Cola, 7 Up, Sprite, etc.
Juices	Real, Tropicana, fresh fruit juice
Sweet	Good quality

## **TEZPUR MEDICAL COLLEGE & HOSPITAL**

### **TENDER DOCUMENT FOR PROVIDING FAST FOOD & TEA/ COFFEE**

**STALL SERVICES AT TMC & H CAMPUS,TEZPUR.**

**FINANCIAL BID**

**TEA/COFFEE/COLD DRINKS/MINERAL WATER**

<b>S. No.</b>	<b>Item</b>	<b>Unit Rate (Rs.)</b>
1	Tea	
2	Coffee	
3	Cold drinks (mention brand-names)	
4	Fruit juice (mention type of juice and quantity)	
5	Snacks – vegetarian (mention various types )	
6	Snacks – non-vegetarian (mention various types )	
7	Momo veg	
8	Momo –Non veg	
9	Veg rolls	
10	Non veg rolls	
11	Sambhar Vada	
12	Dahi Vada	
13	Veg Pakora	
14	Bread Pakora	
15	Plain Dosa	
16	Masala Dosa	
17	Vegetable Cutlet	
18	Bread slice	
19	Bread butter	
20	Egg Boiled	
21	Egg omlette	
22	Vegetarian Sandwich	
23	Biscuits – All good quality biscuits	
<b>SWEETS/ICE CREAM</b>		
24	One piece Gulab Jamun - 60 grams	

<b>25</b>	One Piece Burfi - 60 grams	
<b>26</b>	One Piece Rusgulla - 60 grams	
<b>27</b>	Any other sweet	
<b>28</b>	Cake – brownie/fruitcake/plain cake (mention size)	
<b>29</b>	Ice-Cream (reputed brand, mention weight)	
<b>30</b>	Any Other Items	