



OFFICE OF THE PRINCIPAL, B.J.B. AUTONOMOUS COLLEGE,
BHUBANESWAR - 751014

www.bjbcollege.in E-mail : bjbcollege123@gmail.com 0674-2436971

No. 119

Dt. 02-01-25


CORRIGENDUM

In the tender document entitled for Catering Service provider at Ashoka Boys' Hostel of B.J.B. Autonomous College, Bhubaneswar" some rectifications have been made in page No. 6, 7, 8, 11, 15, and 20. The rectified document is uploaded in the College Website : www.bjbcollege.in


Principal,
B.J.B. Autonomous College,
Bhubaneswar

Memo No. 120 Dt. 02-01-25

Copy to Superintendent, Ashoka Boys' Hostel/OIC, College Website/Section Officer (I/c) for information.


Principal,
B.J.B. Autonomous College,
Bhubaneswar

TENDER DOCUMENT
FOR
FOOD CATERING SERVICE PROVIDER
AT ASHOKA BOYS' HOSTEL
BJB AUTONOMOUS COLLEGE
BJB NAGAR, BHUBANESWAR
ODISHA-751014

Website: www.bjbcollege.in

Price: Rs.1000/- (Please download the tender papers from the Website www.bjbcollege.in, should enclose a DD for Rs.1000/- towards the paper cost with the Technical Bid)

J. Pradhan

B.J.B. Autonomous College, Bhubaneswar

No.....53.....Date: 04.01.2025...

Notice inviting Tender for the award of contract for providing Food Catering Services to Ashoka Boys' Hostel

Sealed tenders are invited under a two-bid system from reputed, experienced, and registered service providers having valid licenses and all up-to-date tax clearances to provide Food catering services for a period of one year to the " **Ashoka Boys' Hostel** of the College.

Detailed information for the aforesaid service has been given in the Tender Document in the College website www.bjbcollege.in. The last date, time, and place for submission of the Tender documents is 15.01.2025 by **5.00 PM** in the office of the undersigned. **The Tender Documents received through Registered Post / Speed Post & Courier only will be accepted.** No other mode of submission of the Tender will be accepted. The Authority reserves the right to cancel the tender fully or partially at any point of time without assigning reason thereof. Any corrigendum(s) shall be communicated through the website www.bjbcollege.in only.

Memo No.....54.....Dt. 04.01.2025.....

Principal
04-01-25

Copy submitted to the Director, I&PR Department with request to publish this notice in one leading Odia and one English dailies on dt. 27.09.2024 in their respective all Odisha editions.

Memo No.....55.....Dt. 04.01.2025.....

Principal
04-01-25

Copy to all Notice Boards/Superintendent, Ashoka Boys' Hostel/ All Bursars/OIC, Purchase/OIC, College Website/S.O/Guard File for information and necessary action.

Principal
04-01-25

TENDER DOCUMENT

FOR PROVIDING CATERING SERVICES TO ASHOKA BOYS' HOSTEL

Tender Schedule

Issue date and mode of publication of the Tender	Dt. 06.01.2025 Through the Advertisement in the all-Odisha edition of one Odia and one English dailies on 06.01.2025 by the I&PR department and College Website
Last Date and Time for Submission of Tender Documents :	Dt. 06.01.2025 up to 5.00 p.m. at the office of the Principal, B.J.B. Autonomous College, Bhubaneswar
Date and time for opening of Technical Bids	Dt. 15.01.2025 at 11.00 a.m. at the office of the Superintendent, Ashoka Boys' Hostel, on any other date and time to be decided then and there as the time of opening of the technical bid to be decided by the College authority, BJB Autonomous College, Bhubaneswar
Date and time for opening of Financial Bids	Dt. 16.01.2025 at 4.00 p.m. at the office of the Superintendent, Ashoka Boys' Hostel, BJB Autonomous College, Bhubaneswar

Note: Late submission of a bid shall be outrightly rejected.



BIDDER'S COVERING LETTER

To,

The Principal,

B.J.B Autonomous College

Bhubaneswar-751014

Ref:Dt.....

Madam,

Having examined the conditions of the contract, and specifications, I/We the undersigned offer to execute the work shown in the scope of work and jurisdiction of the contract as well as a schedule of prices attached herewith and made part of this.

I/We undertake that, if my/our bid is accepted, I/We shall execute the work following specifications, time limits, and terms & conditions stipulated in the tender documents. If our bid is accepted, I/We shall submit the performance security deposit as per the conditions mentioned in the contract.

I/We agree to abide by this bid for 90 days from the date of bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between me/us. The bid submitted by me/us is properly prepared and sealed to prevent any subsequent alteration or replacement.

Dated this..... Day of (the month and year)

Signature of Authorized Signatory

In the capacity of

Duly authorized to sign the bid for and on behalf of.....



LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No:..... Date.....

To

The Principal
B.J.B Autonomous College
Bhubaneswar-751014

Subject: Authorization for attending bid opening on(date)
in the Tender for Providing Catering Service to Ashoka Boys' Hostel (Tender
No: _____).

Madam,

The following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in the order of preference given below.

Name of the authorized Person

Signature of the Authorized person

Attested Signature

The officer is authorized to sign the bid documents on behalf of the bidder.

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.



TERMS AND CONDITIONS

A. Scope of Work

The Agency shall provide regular catering services to the Boarders in the Dining Hall of Ashoka Boys' Hostel of the College as given below.

Breakfast:

Idli-Guguni or

Upama-tarkari or

Puri-Aludam or

Chole-Vature or

Bread- Jam-boiled egg or

poha-tarkari

Lunch:

1. Rice Dal/Dlama, Mixed Veg., Salad & Papad
2. Rice, Dal, Salad & Papad and Fish (2 pieces)
3. Rice, Dal, Salad & Papad and Chicken (4 pieces)/Mushroom,
4. Rice, Dal, Salad & Papad and Egg (2 pieces)/Mushroom
5. Non-veg will be served in three days in a week including Sunday with one lunch Chicken curry/one lunch Fish Curry/ one lunch egg curry

Evening Snacks: Biscuit Pkt.

Dinner:

Rice & Roti and Papad/Dal fry/Dalama & Mix. Veg/Paneer/Mushroom/Chicken/Egg curry/Buta Dal and Salad

Special Occasions : Biryani/Puri-Chhole and Khiri (About 08 occasions in a year)

Serving Time Daily in the dining hall of the Hostel

Breakfast	08.00 A.M. to 9.30 A.M.
Lunch	01.00 P.M. to 02.30 P.M.
Evening Snacks	04.30 P.M. to 06.00 P.M.
Dinner	08.00 P.M. to 09.30 P.M.

N.B. i) Quality of good and hygienic conditions to be maintained

- ii) Per meal/boarder per day means inclusive of Breakfast, Lunch, Evening snack and Dinner cost
- iii) The rate must not be below Rs.115/- and above Rs.120/- per day per boarder.
- iv) 600 boarders take meals every day
- v) The Mess may remain closed for 30 days to 45 days in a year due to vacation.
- vi) The Mess also may remain closed due to Sine Die in the college at any time for emerging situation.

B. General Instructions

1. The Ashoka Boys' Hostel, BJB Autonomous College, Bhubaneswar (hereinafter called "Authority") requires the services of a registered, reputed, well-established, and financially sound Catering Service Provider having experience in providing Catering Services (hereinafter called "Service Provider")
2. The contract for providing the aforesaid service is for one year from the date of contract into effect. The period of the contract may be further extended as per upto three years subject to satisfactory performance certified by the Hostel Superintendent. The Institute, however, reserves the right to terminate this initial contract at any time after giving 7 (Seven) days' notice to the Service Provider without assigning any reason.
3. The interested bidder shall submit the tender document complete in all respects along with an Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two lakh) only (refundable) and Tender Cost of Rs.700/- (Rupees Seven hundred) only (non-refundable) along with Technical Bid in a sealed cover by 15.01.2025 up to 5.00 PM by Registered Post/Speed Post/Courier service at office of the Principal, BJB Autonomous College, Bhubaneswar, 751014. No other mode of submission and Late submission of a bid will be entertained. The various crucial dates relating to the Tender are mentioned above in the tender schedule.
4. The tender has been invited under two bid systems i.e. Technical Bid and Financial Bid. The interested Service Providers are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Catering Services to Ashoka Boys' Hostel " and "Financial Bid for Providing Catering Services to Ashoka Boys' Hostel". Both sealed envelopes should be kept in a third sealed envelope super scribing "Tender for Providing Catering Services to Ashoka Boys' Hostel of B.J.B. Autonomous College, Bhubaneswar".
5. The Earnest Money Deposit (EMD), refundable (without interest), and the Tender Cost (non-refundable) should be in the shape of two separate Demand Drafts drawn in favour of the Principal, B.J.B Autonomous College, Bhubaneswar and these two should accompany Technical Bid failing which the tender application shall be rejected summarily.



6. The successful bidder will have to deposit a Performance Security Deposit of Rs.1,50,000/- Rupees One lakh Fifty thousand) only in the form of a Bank Guarantee from any Nationalized Bank in favour of the Principal, B.J.B Autonomous College, Bhubaneswar covering the period of the contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.
7. The proposed bidders are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
- (a) Copy of Registration of the applicant organization.
 - (b) Copy of the OGST Registration Certificate of the Service Provider issued by the competent authority, subject to verification of the validity from the GST Portal of Govt of India on the date of opening of the Tender.
 - (c) Copy of PAN Card
 - (d) Copy of the IT returns filed for the last three consecutive financial years. (2021-22, 2022-23 & 2023-24).
 - (e) Copy of up-to-date GSTR-3B.
 - (f) Copy of the Balance Sheet and P & L Account for the last three consecutive years certified by the Chartered Accountant. (2021-22, 2022-23 & 2023-24)
 - (g) Copies of EPF and ESIC Registration Certificates along with up-to-date ECR deposited, if any.
 - (h) Copy of the Labour License / Registration under the Contract Labour (Regulation & Control) Act, 1970, if any.
 - (i) Experience certificate if any for providing catering services in government Hostel/Government Training College/Government Department/PSU.
 - (j) An affidavit to the effect that no case is pending with the police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider has not been blacklisted, debarred or security deposits have not been forfeited.
 - (k) Copy of the terms and conditions in the Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider in token of their acceptance.
 - (l) Copy of Registration Certificate under Odisha Shop & Commercial Establishment Act.
 - (m) Valid Food License / FSSAI Registration.

The Technical Bid should be properly indexed with Page Marking. Requisite Documents should be annexed serially for easy evaluation.

8. Any conditional bids shall not be considered and will be outright rejected in the very first instance.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in the figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. No **overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids. **Financial Bid Submitted in Open form shall be summarily rejected.**
10. The Technical bids would first be taken into consideration by the Committee. The Technical bids shall be opened on the scheduled date and time. However, decision of the authority is final.
11. The Financial Bid of only those tenderers will be opened whose technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The rate quoted by the firm should always be a figure being in the minimum of Rs.115/- and maximum of Rs.120/- per boarder per day range (inclusive of breakfast, lunch, evening snacks, and dinner). After the opening of the financial bid, the L1 or the bidder quoting the minimum fixed price has to go for a food test.
 - i) If the mess committee of the Hostel is satisfied with the food quality and hygiene of the party, the concerned party will be given the work order.
 - ii) If L1 is disqualified for average quality of food, then L2 would be asked to appear for the food test.
 - iii) If the L2 satisfies the food quality test then L2 will be asked to supply the meals at the L1 rate or at the negotiable rate which is higher than L1 but less than L2 rate and may be given the work order if agreed. If L2 is not agreed then, any eligible bidder passes the food quality test and agrees to supply the meal @ L1 or lower than L2 but higher than L1, may be given the work order. The decision of the Authority is final and binding.
 - iv) If more than one bidder has quoted the same minimum bid price, they have to go for a food test and be chosen to operate in Hostel based on the mark/point secured in the food test, quality, hygiene and any other aspect as per the decision of the committee. However, the decision of the College authority is final.
12. Those who have been blacklisted shall not be allowed to participate in the Tender process.



13. The selected agency after getting the work order will provide the food as per the menu. The standard sample of rice, dal, and cooking oil as used during food test shall be verified as and when deemed fit by the Mess committee constituted from time to time. The feedback of staff and boarders will be reviewed and in case, the food is found to be below standard quality by such feedback, the Authority reserves the right to blacklist / cancel the contract / impose a penalty @ Rs.50/- per meal per day and forfeit the security deposit.
14. The quoted rates shall be inclusive of all Statutory Dues / Tax / Cess. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Hostel shall not be liable for any dues for availing the services of the personnel.
15. After finalization of L1 Service Provider, the Firm / Agency shall have to execute an agreement with the Hostel within a week and commence its service from the date of execution of the Agreement.
16. Bills in respect of catering food services to the Hostel shall be submitted by the Agency within 03 days of completion of every month.
17. The rate quoted should be inclusive of GST & the rate of GST should be mentioned separately.
18. In case, the L1 bidder fails to provide proper service to the Hostel, the Authority reserves the right to cancel the contract within 7 days of notice to vacate the campus. The L2 & subsequently L3 shall be invited to provide the service with the rate of L1 or a negotiable rate to be decided between the authority & Agency. The EMD or Performance Security Deposit whatever deposited at the time of cancellation will be forfeited.
19. The service provider shall vacate the campus immediately soon after receipt of intimation from the Authority after completion of the contract period or disengagement for violation of terms, conditions, or any other reason. The delay in vacating the campus shall lead to the imposition of a penalty as to be decided by the authority then and there. Also to vacate the premises, necessary legal action shall be intimated which includes black listing, filing of FIR, etc as per law.
20. The Authority reserves the right to annul all bids without assigning any reason thereof.
21. The Authorized signatory shall submit the letter of authorization. In case of deploying any representative with his / her seal & signature as in his PAN.
22. The Service Provider should have its own Bank Account.



23. The registered office or one of the Branch Offices of the Service Provider should be located within Bhubaneswar. In case there is no Branch Office, the successful bidder will have to open a branch office within two months of signing the agreement.
24. All documents submitted shall be consecutively numbered having the signature of the authorized signatory on each page and a total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender document.
25. The Authority reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

Note : Selected bidder has to furnish the hostel cooking utensil on his own.

C. Technical Specifications:

1. The Bidder may be a Proprietary firm/ Partnership firm/ Limited Company/ Corporate body legally constituted.
2. The Service Provider should have **three consecutive years of** experience till 31.12.2024 in providing Catering Services to State Government organizations, Institution / Private and Government Public Sector Undertakings to be evidenced by relevant documents.

(i) One similar work of Rs 80 Lakhs or more.

Or

(ii) Two similar works, each amounting to not less than 40 lakh or more

Or

(iii) Three similar works, each amounting to not less than 30 lakh or more than.

Certificate of experience must have an official letter number and date which are subject to verification to ascertain the authenticity. **Work Order / Agreement shall not be considered as documentary evidence for the experience of the Agency and those documents will not be considered. Experience in small/private organizations shall not be considered.**

3. The Service Provider must have a minimum turnover of **Rs.2 Crore** per annum for the last three consecutive years up to 31st March 2024 as per the audited statement of accounts. The bidder organization should be a profit-making one in the preceding two financial years.
4. The agency must have executed a similar type of job during the last three years i.e. till 31st December 2024 for the catering service provided to at least 600 boarders / staff per day. (copy of the Proof to be enclosed). Without a copy of the proof, the technical bid will be rejected.

5. There should be no case pending with the police against the Proprietor/ Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted at any point in time. The original Affidavit to that effect is to be attached with the Technical Bid. The bidder shall have the following Registrations.
6. The bidder should submit up-to-date certificate from the concerned Superintendent/Deputy Superintendent of Police for not having any criminal record against the Company/Firm/Society.
 - (i) Valid license under Contract Labour (Regulation & Abolition) Act, 1970 / Labour license under Government of Odisha.
 - (ii) EPF Registration.
 - (iii) ESI Registration.
 - (iv) GST Registration.
 - (v) Food License /FSSAI Registration .
 - (vi) Shop & Commercial Establishment Act Registration.
 - (vii) Municipality License .

The Self-attested legible copy is to be attached with the Technical Bid.

**APPLICATION - TECHNICAL BID
(For Providing Catering Services to Ashoka Boys' Hostel)
(In separate sealed Cover-I super scribed as Technical Bid)**

Sl. No.	Information Required	Information Details	Yes/No.(page no.) Attach Proof
1	Name of Tendering Service Provider		
2	Status (Proprietor /Partner/ Director		
3	Details of Tender Cost	Rs.....DD no..... Dt.....Bank Name.....	
4	Details of EMD	Rs.....DD no..... Dt.....Bank Name.....	
5	Address		
	Full Address for postal Communication		
	Office Telephone No.		
	Contact Mobile No.		
	Office e-mail		
	Name & telephone no. of: Authorized officer / person to liaise with Field Office(s)		
6	PAN No (Attach attested copy)		

7	GST Registration No (Attach attested copy)					
8	E.P.F.Registration No. with ECR (Attach attested copy)					
9	E.S.I. Registration No. with ECR (Attach attested copy)					
10	Labour License / Registration under The Contract Labour (Regulation & Control) Act.,1970 (Attach attested copy)					
11	Food License /FSSAI Registration No. (Attach attested copy)					
12	Municipality/Municipal Corporation License No. (Attach attested copy)					
13	Details of Last up-to- date GST paid (Attach attested copy)					
14	Details of IT return filed(Attach the attested copy)					
	FY 2023-24					
	FY 2022-23					
	FY2021-22					
15	Financial Turn Over for last three years					
	FY 2023-24					
	FY 2022-23					
	FY2021-22					
	Additional information, if any: (Attach separate sheet if space provided is insufficient)					
16	Details of minimum 3 such contracts handled by the tendering Service Provider during the last three consecutive years (i.e 2021-22, 2022-23 & 2023-24) in the following format. (if the space provided is insufficient, a separate sheet may be attached as per the following Format)					
Srl. No.	Name of the Govt. Organization, Institute / Public Sector Undertakings in which catering service was executed	Period of the Contract		No of the boarders / Trainees / Guests were provided with the service	Contract Value for the period per annum	Yes/No. (page no.) Attach proof
		From	To			

N.B.	i) Experience in Government Organizations, Institutes / PSUs situated in Odisha should only be reflected. ii) The figure should be Year wise & Organization wise.
Signature of Authorized Person (Name) (Seal of the Agency) Date	

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri.....

Proprietor/ Director/ authorized signatory of the Service Provider, M/s. -----
 ---, am competent to sign this declaration and execute this tender document.

2. I have carefully read the tender document and have understood all the terms and conditions of the tender and undertake to abide by them.
3. The information furnished along with the above application is authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the authorized person

Name:

Seal:

Date:



APPLICATION - FINANCIAL BID

**(For Providing Catering Services to Ashoka Boys' Hostel
(In separate sealed Cover-II super scribed as Financial Bid)**

To

The Principal

BJB Autonomous College, Bhubaneswar

Sub: Financial bid for supply of food catering services to Ashoka Boys' Hostel

Ref: Tender Call Notice No.....dt.....

Madam,

Our quotation for providing the Catering Service as per the Menu is inclusive of all Taxes, and Govt. dues as follows:

Srl No.	Rate Per boarder per day inclusive of all taxes and due applicable in Rs.	Remarks

N.B. The agency shall quote the Rate keeping the following in view:

- i) Quality of goods and hygienic conditions
- ii) Per meal/boarder per day means inclusive of Breakfast, Lunch, Evening snack and Dinner cost
- iii) Rate must not be below Rs.115/- and more than Rs.120/-
- iv) Approximately 600 boarders take meals every day
- v) The Mess may remain closed for about one or one and half a months in a year due to vacation and extended holiday.
- vi) The Mess also may remain closed because of unforeseen reasons beyond the control of the College.
- vii) No other charges would be payable by Hostel.
- viii) There would be no increase in rates during the Contract Period except provision under the terms and Conditions.
- ix) The Quoted Standard Rate must not be excess low to the rate mentioned in the Tender Documents, as the final selection will be made based on the quality of foods and the Standard rate.
- x) The Remuneration of manpower to be engaged by the Agency for providing Service should not be less than the rate provided as per the Govt. of Odisha Labour and Employment Notification on Minimum Wages Act,1948 & should be covered under the ESI Act.



- xi) The total rates quoted by the tendering Service Provider should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. The Authority will have no liability for any statutory or other dues.
- xii) Financial Bid submitted in Open Form will be rejected.

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself /ourselves to abide by them.

Signature of authorized person

Name:

Seal and date:

GENERAL TERMS AND CONDITIONS

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement.
2. The effectiveness of the agreement commences w.e.f the date when the total Catering Service & manpower required thereof is provided.
3. The Agreement shall be upto 31.03.2026, which may be extended on the satisfactory performance of the bidder.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other Service Provider or organization by whatever name be called without the prior written consent of the Authority.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at a subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of the Agreement making it liable for legal action besides termination of the Agreement.



7. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his/her opinion is non-responsive or violates any of the conditions / specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Authority so that optimal services of the persons deployed can be availed without any disruption. The coordinator shall work under the guidance of the Superintendent of the Hostel and shall be answerable to the Principal.
9. The entire financial liability in respect of **operation of** Catering services provided in the Hostel shall be that of the Service Provider, and the College & the Hostel will in no way be liable. It will be the responsibility of the Service Provider to pay the person deployed as per the Govt. Rule.
10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against Hostel and College.
11. The Agency after completion of tenure/disengagement shall vacate the Hostel Premises immediately, failing which legal police action and penalty as decided by the authority will be imposed for such period.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The College and the Hostel shall, in no way, be responsible for settlement of such issues whatsoever.
13. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions / duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks, and other facilities admissible to regular / confirmed employees of the college during the currency or after the expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in the college.



16. The person deployed by the service provider shall not claim any benefit or compensation or absorption or regularization of deployment with the college office under the provision of rules and Acts. Undertaking from the person deployed by the service provider to this effect shall be required to be submitted by the Service Provider before the commencement of services.
17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining a License under the Contract Labour (Regulations and Abolition) Act, 1970 if any, at his part and cost.
18. In the event of any catering personnel being on leave / absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the Superintendent of the Hostel.
19. The Service Provider shall provide reasonably good uniforms with name badges to its personnel deployed at the Hostel at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The uniform, and accessories such as belts, shoes, socks, caps, Gloves, etc. shall be borne *and* supplied by the Service Provider at its cost. The clothes worn by the Catering Personnel while on active duty shall be such that it would not hamper his efficient performance.
20. In case of any loss to the Dining Area & Equipment therein that might be caused to the Hostel due to a lapse on the part of the Catering personnel while discharging their duties, such loss will be borne by the Service Provider and in this connection, the Authority shall have the right to deduct the appropriate amount from contracting Service Provider to make good such loss to the Hostel besides imposition of penalty. In case of frequent lapses on the part of the Catering personnel deployed by the Service Provider, the Authority shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
21. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them undertakings to this effect shall have to be submitted to the College authority by the deployed personnel before the commencement of catering operation.

22. The persons deployed should be polite, cordial, and efficient while handling the assigned work suitable for working in a women's Hostel, and their actions should promote goodwill and enhance the image of the Hostel. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
23. The Hostel Committee / Officer authorized by the Authority will check the quality of grains, oil, vanaspati oil, atta (flour) fruits, vegetables, and provisions used or stored in the store room for cooking. Any deficiency pointed out shall be promptly removed.

LEGAL

24. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
25. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Department or office concerned. The College and the Hostel shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the College.
26. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the hostel.
27. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the College or any other authority under the Law.
28. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act / Rules, as amended, from time to time and a certificate to this effect shall be provided by Hostel.
29. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Authority is put to any loss *in* obligation, monetary or otherwise, the Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.



30. The Agreement is liable to be terminated because of non-performance, or deviation of terms and conditions of contract. This College and the Hostel will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities.
31. The decision of the Principal, BJB Autonomous College regarding the interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

32. The Technical Bid should be accompanied by an **Earnest Money Deposit (EMD)** of **Rs.2,00,000/- (Rupees Two lakh) only** refundable without interest, and the Tender Cost Rs.700/- (Rupees Seven hundred) only non-refundable drawn separately in the form of a Demand Draft / Pay Order drawn in favor of the Principal, BJB Autonomous College, **failing which the tender shall be rejected out rightly.**
33. The unsuccessful bidders' Earnest Money Deposits will be returned to them without interest after the contract is awarded. In the **case of a successful bidder, if the Service Provider fails to provide catering services within the stipulated time, the EMD will be forfeited without further notice.**
34. The successful bidder will have to deposit a Performance Security Deposit of **Rs.2,00,000/- (Rupees Two lakh) only** in the form of a Bank Guarantee from any Nationalized Bank in favour of the Principal, BJB Autonomous College covering the contract period within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidders. The amount of the performance security deposit may be revised by the Authority considering the Service Provider's contractual obligation.
35. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
36. The agency shall be solely responsible for compliance with the provisions of various labour and industrial laws, such as wages, allowances, compensations, EPF, and bonuses. Gratuity, ESI, etc. relating to personnel deployed by it or for any accident caused to them, and the College and the hostel shall not be liable to bear any expense in this regard.

37. Bills in respect of catering food services to the Hostel in any month shall be submitted by the Agency by the 5th day of the subsequent month.
38. The Agency shall also be responsible for the insurance of its personnel. The Catering Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to the following and their re-enactments/ amendments / modifications:-i)The Payment of Wages Act 1936,ii)The Employees Provident Fund Act, 1952,iii)The Contract Labour (Regulation) Act, 1970, iv)The Payment of Bonus Act, 1965,v)The Payment of Gratuity Act, 1972, vi)The Employees State Insurance Act, 1948, vii)The Employment of Children Act, 1938, viii)Minimum Wages Act, 1948
39. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above to overcome the problem encountered at a later stage.
40. In the event of any dispute arising in respect of the clauses of the agreement, the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the controlling officer (Principal) for his/her decision and the same shall be binding on all parties.
41. The Personnel deployed by the Service Provider at the Hostel shall work under the direct supervision and control of the Hostel Superintendent.
42. The registered office or one of the branch offices of the Service Provider should be located within Bhubaneswar. In case there is no branch office, the successful bidder will have to open a branch office in Bhubaneswar within two months of signing the agreement.
43. In case the service provider wishes to terminate the contract from his side he has to give two months prior notice failing which the bank guarantee money will be forfeited in the favour of the Hostel.

Provision of other Services

44. The Service provider shall provide special Lunch / Dinner whenever required (Special Occasions) as per the dates indicated by the Authority. The Menu for the same shall be prepared in consultation with the Authority. Apart from the items indicated in the Menu, the caterer has to supply on demand additional items for special Lunch / Dinner / Snacks at the rates mutually agreed to.
45. The Service Provider shall have to provide additional manpower and material for special events as and when required. He has to provide substitutes when their regular staff will be on leave.

46. The Agency shall be responsible for proper maintenance and safety of all furniture, materials, goods, electronic items, and stocks lying in Hostel dining premises, etc.
47. The Agency shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its costs and expenses.
48. The Agency shall devote its full attention to the work of housekeeping and catering and shall discharge its obligations under the agreement most diligently and honestly.
49. The Agency shall clean and sweep all the wash basins, dining hall, kitchen, and other floor areas within the hostel under their usage.
50. The garbage, peel-offs, etc. should be disposed of as per Bhubaneswar Municipal Corporation norms.
51. Any injury/loss of life / loss of property within the hostel premises due to the negligence of the service provider shall be liable to legal prosecution as per existing law.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between the College Authority and the Service Provider and any non-compliance shall be deemed as a breach of the Contract / Agreement.

Declaration. by the Bidder :

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Bidder with seal)

Name :

Address :

Phone No (0) :

Mob No.

Date



SERVICE AGREEMENT

(To be made on Rs. 100.00 Non Judicial Stamp Papers)

This **SERVICE AGREEMENT** is made on.....between Superintendent, Ashoka Boys' (here-in-after called as the "Authority" of the 1st Part and M/s _____ represented by _____ Place _____ of business _____ (here-in-after called as the "Service Provider") of the 2nd Part.

WHEREAS

- a) The "Service Provider" having represented to the "Authority" that he has the required manpower and other resources, has offered to provide the service in response to the Tender Notice No: _____ / Dated _____ issued by the Authority.
- b) The "Authority" has accepted the offer of the Service Provider to provide the required " services as per the terms and conditions as set forth in this service Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the two parties as follows:-

- 1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
- 2. That in consideration of the payment to be made by the "Authority" to the "Service Provider", the "Service Provider" hereby agrees with the "Authority" to provide personnel to be engaged as the receiver of such amount in the (name of the business) in conformity with the provisions of the Terms and Conditions.
- 3. That the "Authority" hereby further agrees to pay the "Service Provider" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
- 4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
- 5. That this agreement is valid upto



IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above

Signature of the person
authorized to sign on behalf
of the Service Provider

Signature of the Authority

In the presence of witness:-

1. Name

1. Name

Address

Address

2. Name

2. Name

Address

Address

