

**ALAGAPPA UNIVERSITY  
KARAIKUDI**

**TENDER**

**FOR**

**PROVIDING CANTEEN SERVICE**

**TECHNICAL BID**

ALAGAPPA UNIVERSITY  
KARAIKUDI  
ALAGAPPAPURAM  
KARAIKUDI - 630 003

**TENDER DOCUMENT**

FOR

**PROVIDING CANTEEN SERVICE**

AT

ALAGAPPA UNIVERSITY  
ALAGAPPAPURAM  
KARAIKUDI - 630 003

## NOTICE INVITING OFFERS (NIO)

**SUBJECT: CANTEEN SERVICE AT ALAGAPPA UNIVERSITY, VALLAL ALAGAPPAR CAMPUS, KARAIKUDI – 630 003**

The ALAGAPPA UNIVERSITY proposes to avail the service from reputed Canteen service providers for canteen service in VALLAL ALAGAPPAR CAMPUS, ALAGAPPA UNIVERSITY, KARAIKUDI – 630 003.

1. Nature of the document : TWO BID CONCEPT
2. Earnest Money Deposit : **Rs. 40,000/- (Rupees Fourty Thousand only)**  
Demand draft favouring 'The Registrar',  
Alagappa University payable at Karaikudi.
  2. No exception for EMD.
  3. Without EMD the Tender will be rejected.
3. Tender fees (Non Refundable) : **Rs.6,000/- CGST- 9%+SGST- 9%**
  1. **Rs.6,000/- (Rupees Six Thousand only)**  
**deposited into Indian Bank, AC Campus,**  
**Account No.530793493)** in the name of the  
'Registrar, Alagappa University, Karaikudi.
  2. CGST-9% & SGST-9% should be paid with  
Registered GST Number

4. The offer document comprises of the following:

### A. TECHNICAL BID:

- a. Application Format
- b. Scope of works & Eligibility criteria.
- c. General Rules & Instructions to the Applicants
- d. Conditions of contract
- e. Facilities provided by the University

Contractor

B. FINANCIAL BID: The Priced BOQ submitted in a separate envelope.

1. Period of issue of the documents : Till 22.03.2024 (Except Holidays)
2. Pre-bid site visit by prospective offerers : 18.03.2024 to 22.03.2024
3. Last date and time for submission of offer is : **27.03.2024 - 03:00 PM.**
4. Date of opening of Technical bid : **27.03.2024 at 04:30 PM.**
5. The price bids of eligible tenders will be opened on a convenient date with due intimation to the tenderers emerging successful in the Technical bid.

Tender Documents may be obtained from The Registrar, Alagappa University, Karaikudi during working hours from 10:00 Hrs to 17:45 Hrs or can be downloaded from University website [www.alagappauniversity.ac.in](http://www.alagappauniversity.ac.in) announcements Page. University reserves the right to restrict the scope of work.

### **SELECTION PROCESS:**

The selection criteria will be based on the following aspects:

1. Price bids – will be awarded on sum of all the quoted rates of listed items (List enclosed)
2. Experience – Preference will be given to those contractors with experience in Government Universities / Government Colleges / Higher Education Institutions / PSU / Government Organisations / Corporate Companies/ Reputed institutions accordingly.

The acceptance of an offer will rest with the University which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.

Contractor

**TECHNICAL BID**  
**PART A. APPLICATION FORMAT**

1. Name of the Applicant :
- a. Address Head Office/Registered Office):  
with telephone, e-mail, web-site details
- b. Father's Name :
- c. Residential Address :  
(Proof to be enclosed)
- d. Office/Branch address along with details of local in-charge's name, mobile no.
2.
  - a. Status of the Firm (Whether Company/Partnership /Proprietary)
  - b. Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any)
    - I)
    - II)
    - III)
  - a. Year of establishment
3. Whether registered with Registrar of Companies /Firm. Ifso, No. &
  - a. Date
  - b. Whether registered under Shops & Establishment Act (copy to be enclosed)

Contractor

- c. Whether License to run the canteen from appropriate authority obtained or not (copy of certificate to be enclosed)
- d. Details of Registration under various other statutory acts (attach copies of all)

4. Registration with Tax Authorities :

a) Income-tax No. PAN/GIR No.

b) GST No.

(furnish copies of Income-tax returns, registration)

5. Turnover of the Company/firm (Please attach copy of audited balance sheet and profit and loss account for three years or To certified by CA).

Sl. No.	Year	Turnover (Rupees in Lakhs)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
	Average	

6. Whether providing canteen facilities to Government / Public Sector / Banks / Private sector organizations:-

NAME OF THE ORGANISATION	Location & Address	Staff strength at each location	Year of service	Contract value

Contractor

7. Details of the qualifying works (please mention only such contracts which qualifies for the category for which you have applied)

Sl. No.	Name of client canteen services extended for (name of the organization with address, concerned office)	Number of staff in the organization at that location	Contract value	Period of service	If work left incomplete or terminated (furnish reasons) & other remarks if any
1.					
2.					
3.					

Note: Copies of agreement details/satisfactory completion certificate obtained from the client shall be enclosed.

8. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

9. Technical bid containing:-

1. Demand draft No. \_\_\_\_\_ Dt. \_\_\_\_\_ for Rs.40,000/- ( Rupees fourty thousand only) issued by \_\_\_\_\_ being EMD amount.

a) Rs.6,000/- + CGST 9% + SGST 9%

Contractor

- b) Rs.6,000/-(Rupees Six thousand only) deposited in to Indian Bank, AC campus, Account No.530793493 in the name of the Registrar, Alagappa University, Karaikudi.
- c) Rs.1,080/- (CGST 9% Rs.540/- + SGST 9% Rs.540/-) (Rupees seven hundred and twenty only) CGST & SGST should be paid with Registered GST Number (original chalan may be enclosed).

Being Tender fees Non-refundable.

1. Copy of PAN Card, GSTIN, TAN and License Certificates are required.

### **DECLARATION**

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexures.
3. I / We agree that the decision of ALAGAPPA UNIVERSITY in selection of contractors will be final and binding to me / us.
4. I / We have read the instructions appended to the proforma and I / we understand that if any false information is detected at a later date the contract shall be cancelled at the discretion of the University.

Place:

Date:

SIGNATURE OF THE APPLICANT  
NAME & DESIGNATION  
SEAL OF ORGANISATION



## **PART B - SCOPE OF WORK & ELIGIBILITY CRITERIA**

### **Scope of works:**

Alagappa University has established General Staff & Students Canteen for catering of Lunch / Snacks / Coffee / Tea / etc., for its Employees and Students numbering around 6000, this information is only indicative for purpose of man power requirement.

Labour deployment details needs to be furnished in Technical bid like Cook, Catererboys, Supervisor etc.

Alagappa University invites tenders from reputed agencies for providing canteen services in Alagappa University campus.

### **Eligibility Criteria.**

<b>No.</b>	<b>Criteria</b>	<b>Documents Required</b>
01	The agency should have minimum 05 years experience of providing canteen services	Copy of work orders, clients certificate and work completion certificate.
02.	The agency should have provided canteen services during the last 5 years as on 31.01.2024 to Government Offices / Public Sector/ Reputed Private Sector offices for a minimum staff strength of 300 members.	Work Order copies / client certificates clearly indicating the staff strength of the office where canteen service is provided (Including address of office) satisfactorily completion of the period of service.

### **DOCUMENTS TO BE VERIFIED BY UNIVERSITY:**

1. Copy of PAN / TAN / GSTIN Certificate.
2. Copy of LICENCE for running the Canteen / Hotel / Restaurant.
3. Satisfactorily completion certificate for agreement period of service.

Contractor

**PART C - GENERAL RULES AND INSTRUCTIONS TO  
TENDERER**

University shall provide as follows:

Sl. No.	Name of Canteen	Plinth area in Sq.ft.	Rent + GST applicable (per month)	Water charges (per month)	EB charges (per month)
1.	Administrative Building campus	5267	3000 + GST applicable	250	As per energy meter reading
2.	Science campus Building	2278	3000 + GST applicable	250	As per energy meter reading
3.	Management Block campus	2172	1500 + GST applicable	250	As per energy meter reading
4.	Education College campus	1220	1000 + GST applicable	250	As per energy meter reading
5.	Post Graduate Block (Iron box)	48	150 + GST applicable	150	As per energy meter reading
6.	Directorate of Distance Education campus (Iron box)	48	150 + GST applicable	150	As per energy meter reading
<b>Total Rs.</b>			<b>8,500 + GST</b>	<b>1,300</b>	

1. The documents consisting of Notice inviting the Offer, Scope of work & Eligibility criteria, General rules and instructions to tenderer, Method of selection, conditions of contract, Application Format, Financial bid can be collected between the dates mentioned in the Notice Inviting Offer (NIO) during the working hours except Saturdays, Sundays and Public Holidays from Premises in Alagappa University at Karaikudi or alternatively tender documents can be downloaded from the University web site: [www.alagappauniversity.ac.in](http://www.alagappauniversity.ac.in)
2. The tender is "TWO ENVELOPE CONCEPT" and it has to be submitted as such.
3. The first envelope should contain all the components of Technical Bid as detailed in the Notice Inviting Offer (NIO) with all supportive documents duly signed on all the pages **other than the financial aspects**. The envelope shall be sealed & superscribed as “Technical Bid for providing of canteen services in Alagappa University, Karaikudi.

Contractor

Offerer should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.

4. The second envelope should contain the Financial Bid i.e., the Priced Bill of Quantities and shall be superscribed as " Financial Bid for providing canteen services in Alagappa University, Karaikudi and should be sealed and submitted on the same given date and time simultaneously along with technical bid. Non submission of the same (Financial Bid) in separate sealed cover along with technical bid shall automatically render the entire offer being rejected. This envelope should contain duly filled in cost details (enclosed in the offer document) with values written in words and figures.

The Covers containing the Technical Bid as well as the Price Bid should be placed in a separate third cover mentioning on the face of the cover “Tender papers for running the Canteen in ALAGAPPA UNIVERSITY, KARAIKUDI.

5. The sealed offers should be submitted to Alagappa University at Karaikudi on or before 27.03.2024 at 3.00 pm. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of Notice Inviting Offer (NIO) the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email or FAX.
6. The First envelope (Technical bid) will be opened in the said office on 27.03.2024 at 4.30 pm.
7. The price bids of the agencies meeting the eligibility criteria only will be considered and opened.
8. Offer shall be submitted on prescribed Form only i.e., as per documents issued/downloaded from website have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form part of contract. Offer in any other format other than that prescribed in this document shall be liable for rejection. The applicant shall submit an undertaking stating that no changes, alterations are made in the offer documents issued by the Alagappa University or downloaded from the website and same is submitted to the University.

Contractor

9. The University decision in the selection process is final and the University will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of an offer will rest with the University which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
10. Offers which are incomplete in any respect are liable to be rejected.
11. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the applicants who resort to canvassing will be liable for rejection.
12. The offerer or their authorized representative is requested to be present during the opening of the bids. This is optional. University will proceed with opening of the technical bids on the stipulated date & time unless otherwise modified.
13. It will be obligatory on the part of the offerer to tender and sign the offer documents for all the component parts.
14. The successful offerer or shall execute the agreement on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer and until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the offer or and the University / Employer.
15. Conditional offers shall be rejected.
16. The offerer shall inspect the site only during Office working hours between 18.03.2024 to 22.03.2024 to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site intending applicants may contact **the REGISTRAR, ALAGAPPA UNIVERSITY, KARAIKUDI.**
17. During the course of technical evaluation if found necessary the University may seek supplementary details and the same shall be submitted by the tenderer within the stipulated time. Non– submission of such details in time may render such applications for disqualification from further evaluations.

Contractor

18. No costs incurred by the applicant in applying, in providing necessary clarifications or attending discussions, or site visits will be reimbursed by the University.
19. Documentary proof with respect to the Eligibility criteria shall be furnished along with the application form. In this regard, copies of the work orders and certificates obtained from clients and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. The authorised person of the firm / company shall sign in all the pages of the application with seal of the company / firm.
20. Applications received after the due date and time are liable for rejection.
21. All entries in tender documents should be in one ink. All cancellation and insertion should be duly signed by tenderer concerned with proper indication of the name designation and address of the person signing.
22. The rate should be quoted in figures as well as in words in Indian Currency only.
23. In case the rate quoted in figures differs from those quoted in words, the rates quoted in words will be taken as the final tendered rate and shall be binding on the tenderer.
24. The tenderer shall note that the rate quoted shall be inclusive of all taxes, expenses of all types of Work force (by following Labour Laws scrupulously as per government guidelines) transportation to various locations in Karaikudi, lifting, shifting etc., and no claim for enhancement of quoted rates on any account shall be considered.
25. The tenderer shall deposit a sum of **Rs.40,000/-** Earnest Money Deposit + along with the tender document. This EMD (Earnest Money Deposit) shall be in the form of demand draft from any nationalized bank or from a scheduled bank drawn in favour of The Registrar, Alagappa University, Karaikudi. No interest shall be paid on the EMD.
26. No alterations or additions are to be made by the Contractors to the tender document. Violation of this instruction will attract rejection of the tender at the discretion of the University.

Contractor

27. The offer shall remain open for acceptance for a **period of 90 days from the date of opening.**
28. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the EMD as aforesaid.
29. All the parts of this tender documents i.e., Tender Notice, General rules and Instructions to tenderers, Priced bill of quantity, offer letter, general conditions of contract, and all other parts shall form a part of the contract document.
30. The EMD of unsuccessful tenderers shall be returned within 30 days after award of work.
31. Contractor should observe utmost economy in use of electricity and water.
32. The menu shall be as approved by the University and the same shall be strictly complied.
33. Amenities provided by the University for running of Canteen :
  - a) Canteen building and Bunk are provided, rental and applicable Tax etc., will be borne by the contractor.
  - b) Water connections for cooking / drinking and washing provided. Water charges will be borne by the contractor.
  - c) Electricity shall be provided current consumption (CC) charges will be borne by the contractor. However, it should be used only for canteen the requirement of the University.
  - d) Canteen premises which can manage 30 people at a time.
  - e) Furniture with tables shall be brought by the contractor.
  - f) Refrigerator, Water filter, stove shall be brought by the contractor in the canteen premises.

All other items required for cooking & serving food other than those shall be brought by the contractor.

Contractor

34. The contract will be valid for 12 months and performance will be reviewed in every quarter by the University. In case of unsatisfactory performance during the review period, the University is vested with the power to terminate the contract by giving 1 month prior notice. Based on fulfillment of the agreement conditions, and satisfactory completion of service of the canteen, the contract will be extended another 12 months with same terms and conditions.
35. **The selected contractor shall at his own cost, have to comply with the rules of Chennai Labour Enforcement Office and other statutory bodies. The proof of compliance need to be submitted to the University within one month from the date of contract.**
36. The contractor needs to employ his own staff for the purposes of cooking, serving and washing and such employment should conform to the labour act presently in force.

Contractor

## **PART D. GENERAL CONDITIONS OF CONTRACT**

The contractor's main responsibilities will be supplying food materials, labour, compliance of statutory requirements and providing efficient service, etc.

### **2. DEFINITIONS/ INTERPRETATIONS**

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them,

- a. The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the University and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, and instructions issued from time to time by the University Officials. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b. The 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/ representatives of such individual or the partners of firm and their's legal heirs and successors, or company's authorised and constituted attorneys/ agents and permitted assignees of such firm or company.
- c. The 'Employer' or 'University' means any officer of the University, who is specifically authorised to enter into contracts in respect of the above works.
- d. The designated Officer of the University, assigned with powers to enter into contract.
- e. Canteen Committee: The committee comprising of the officer and other staff representatives, assigned with powers to decide on the quantity and quality of the items.
- f. 'Contract Price' shall mean the final accepted rates in Price Bid hereto.

Contractor



- g. 'Date of Contract' means the Calendar date on which the University and Contractor have signed the Agreement on the stamp paper.
- h. 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
- i. 'Letter of Acceptance' shall mean an intimation by a letter issued by the University to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

### **3. SCOPE OF WORKS: CATERING SERVICES**

If the contract is awarded, the Contractor shall prepare and serve fresh and wholesome "meals / snacks / beverages / Fruits / Fresh Fruit juice / water bottles (Items list as per enclosure)" to the students and employees of the University campus and such others as approved by the University, during the contract period.

#### **MENU & QUANTITY**

The Meals / Snacks to be supplied by the Contractor shall be of the type and in fixed quantities as approved by the University.

#### **QUALITY OF RAW MATERIALS AND FINISHED PRODUCTS**

The food shall be good, wholesome and of best quality as approved by the University. Before using the raw materials and other ingredients for cooking, the Contractor shall ensure their quality and wholesomeness. The University through its authorized representatives shall have the authority to carry out test checks at their convenience of the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Contractor. The oil which is used for cooking shall be Sunflower oil shall be used one time only. Only reputed brand of items to be used for cooking.

#### **SERVICE POINTS & TIMINGS**

- a. The Contractor shall be required to provide canteen services in the canteen premises, above Six places of University building campus on all the working days Including Sundays and Public holidays if specifically required due to administrative exigencies.

Contractor

- b. The Contractor is required to provide services for meetings, interviews, trainings and other official occasions at rates as would be finalized mutually, for which no extra maintenance/labour charges would be payable. Notwithstanding anything hereinafter contained, the University will have the right to use the Canteen Hall at any time on all days including holidays at any time, as may be required.
- c. The contractor shall ensure to remove the tea cups/ empty plates from the dining halls/ Conference Hall after consumption.

#### **4. CONTRACTOR'S OBLIGATIONS**

- a. The Contractor shall be responsible for the proper upkeep and maintenance of the canteen premises, furniture and fixtures, cooking and serving utensils, cutlery, kitchen equipments etc. When materials supplied by the University becomes unserviceable and if these are to be replaced by the University, the same would only be replaced against the return of the unserviceable materials by the Contractor; otherwise the cost of such materials shall be borne by the Contractor.
- b. For any damage, breakage or loss of any equipment or property of the University, the Contractor shall have to make good the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the University.
- c. The Contractor shall keep a proper inventory of the items placed at his disposal by the University and the same shall be verified by the Contractor along with the representatives of the University.
- d. The University reserves the right of free access through its authorized representative(s) to inspect the Canteen, Stores, Equipments and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

Contractor

- e. The Contractor shall keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He shall use and provide at his own expenses the prescribed detergents and other requisites for this purpose. He will ensure that furniture of the canteen premises, crockery and cutlery, utensils, kitchen pantry, wash basins, lavatory urinals, drainage system are washed and cleaned in hygienic way as directed by the Officer or University authorised representative.
- f. The Contractor shall not use or allow to be used the Canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the building without valid authority.
- g. The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the University to him for any purpose other than providing canteen services as per the University 's requirement.
- h. The Contractor shall not, without prior consent in writing by the University assign or sublet the contract or any part thereof to any other party provided that it shall not relieve the Contractor from any obligations, duty or responsibility under the contract.

## **5. MANPOWER & WAGES**

- a. The Contractor shall make regular and full payment of wages / salaries and other payments to the employees and furnish necessary proof, as and when demanded by the Officer of the University / concerned department of Central, State and local government agencies.
- b. The Contractor shall be responsible for the compliance with applicable laws or which might become applicable, rules and regulations relating to Contract Labour (Regulations & Abolition) Act, 1970, Shops & Establishments Act, Factories Act, 1948, Employees Provident Fund Act, 1952, Payment of Gratuity by the Central/States, Municipal & Local Government, agency or authority.

Contractor

- c. The Contractors' workers by the contractor in accordance with the wages specified in Minimum Wages Act".
- d. The Contractor shall also be liable to pay P.F. contribution, leave, salary etc., and shall be liable to observe statutory working hours. The contractor shall note that neither the contractor himself, nor the persons employed by him shall have any right or privilege for employment benefit from the University, nor they can make any claim in this regard.
- e. Proper records shall be maintained by the Contractor with respect to the above acts and such other acts as may be applicable to Contractor's working and his workmen which would be subject to check from time to time, by the Officer of the University.
- f. The optimum Manpower requirement in the canteen may vary from time to time for efficient and timely catering covering all categories of personnel required to be provided for canteen services, for which the contractor must, at all times maintain the needed manpower on shift basis. For any increases in manpower for efficient running of the canteen services, the Contractor shall not be entitled to any remuneration.
- g. The Contractor shall maintain a register showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by the Officer or such other persons, so authorized by the University.
- h. The Contractor shall arrange through the University 's Security Department, on the advice of the University Officer to issue identity cards bearing photographs of the canteen employees for gate entry and shall exhibit prominently during working hours. The canteen staff shall also be liable for search on entry / exit.
- i. The Contractor shall ensure that all canteen employees, during their working hours, wear proper and clean uniform.
- j. The employees of the Contractor should be subjected to medical examination twice in a year at Contractor's cost by the Medical Officer nominated by the University. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical certificate as and when required. Contractor shall fulfill all the requirements of local public health department.

Contractor

- k. Nothing contained herein shall be construed to create a monthly tenancy or create any such interest in favour of the Caterers or their partners / representatives / employees in respect of Canteen or the premises used by the Contractor in connection with or for the purpose of this agreement.
- l. On termination of this agreement, the Contractor shall discontinue to use and handover vacant and peaceful possession of the University Premises of the said Canteen or other premises together with the fixtures, equipments and articles in good condition to the University.

## **6. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY**

- a. The Contractor shall indemnify the University for any loss occurred to the University by any act of commission & omission made by the contractor & or its employees and it includes against any claim under the Payment of Wages Act 1936, and/or the Minimum Wages Act 1948, Workman's Compensation Act, Factories Act or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.
- b. The Contract shall be in force for the period stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same for any period.
- c. The contract will be initially for a period of one year and may be extended / renewed as per the recommendation of the Canteen Committee Report.
- d. The terms mutually decided by both the parties. On renewal, a fresh contract shall be executed.
- e. In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to the The Registrar, Alagappa University for decisions and his decision shall be final and binding on both the parties.

Contractor

## **7. MATERIALS**

- a. Contractor shall purchase and keep the required raw materials stock for the preparation of various items, including the controlled items of good quality at his own cost. Contractor shall abide by the local Government laws relating to stocking of food grains, stocking of gas cylinders, sale of food etc., and shall obtain the necessary licenses from the Competent Authority, wherever applicable. The University at its discretion through its authorised representative may check all the items to see that the above is being complied by the Contractor.

## **8. MISCELLANEOUS**

- a. Contractor shall maintain the canteen and all pantries in clean and hygienic conditions. If the Contractor fails to engage sufficient staff for this purpose, the University will engage the staff on behalf of the Contractor at his risk and cost.
- b. Contractor shall not exhibit or cause to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the canteen, without the prior permission of the University.
- c. The University reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act, or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- d. The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him. Contractor shall satisfy the Management of the same within the time prescribed by the Management but before the actual commencement of the job awarded to him.
- e. Contractor shall ensure that none in his employment is allowed to sell meals to outsiders in the event of any employee being found selling meals to unauthorised persons, the Contractor shall remove such person on the instruction of such officer authorised by the University.

Contractor

- f. Contractor shall ensure that peace and order is maintained in the canteen and if peace and order in the canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs. 1000/- for such lapse leading to disturbance of peace/order may be imposed by the University.
- g. If the University finds that the Contractor is misusing the facilities provided by the University for running the canteen for any other purpose not covered under the contract, the University will be free to levy penalty which may extend to Rs. 5000/- or more per occasion.
- h. If, on inspection, it is found that the quantity / quality of meals/snacks / Fruits etc., served is not as per the norms laid down by University, a penalty upto Rs. 1000/- may be imposed by the University for every such occasion.
- i. Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the University and also ensure good manners.
- j. In the event of the Contractor suspending or abandoning catering services without giving prior notice to the University, without handing over charge of the canteen materials entrusted to him by the University, the whole of security money and other dues payable to him shall stand forfeited to the University and he shall also be liable for such legal action deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.
- k. The Registrar would be the final authority regarding imposition of penalty under various circumstances as enumerated above. His decision shall be final and binding on the contractor.
- l. All other items required for cooking & serving food other than those supplied by the University shall be brought by the contractor. Cooking gas shall be brought by the contractor.

**9. AGREEMENT :** The successful tenderer will have to enter into an agreement with the University as per the format enclosed within 14 days after acceptance of the tender by the University.

**10. SECURITY DEPOSIT :** The successful tender will have to deposit a security deposit of Rs.40,000 (Rupees Fourty Thousand only) and the same shall not carry any interest.

Contractor

## **11. TERMINATION OF CONTRACT**

- a. If it is found that the quality of items supplied by the contractor and/or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the University will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice. In that circumstance, University will forfeit the security deposit submitted by the contractor.
- b. If at any stage during the period of the Contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees, the University reserves the exclusive and special right for the termination of the contract and the contractor shall not be entitled to any compensation from the University whatsoever.

## **12. GENERAL**

- a. Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time.
- b. The canteen premises will be in possession of the University and the contractor is permitted to enter the premises to run the canteen only. If at any time the contract is terminated or the contract comes to an end or if the University decides that the contractor should not be allowed to run the canteen, in that event, the University will be entitled to restrain the contractor from entering the building premises as well as the canteen premises. The contractor will have no right or interest in the canteen premises and other items given by the University.
- c. Contractor shall use the canteen only for the purpose of this agreement / contract and he shall not make any structural additions or alterations to the same.
- d. Contractor shall work under the such other authorised officers of the University.
- e. The contractor and his workmen will be subject to police verification regarding their antecedents.

Contractor



- f. The caterer should not have been black-listed by any Government or Private Organization.
- g. The contract will not be given to any bidder for just being L-1. The capacity / experience / desired quality will also be considered.
- h. The offer containing erasures or alterations will not be considered. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled up.
- i. The Contractor will have to provide the University with a list of employees category-wise located at the Canteen and also their emoluments for the purpose of verification.
- j. All the personnel engaged by the Contractor entering upon the University premises shall properly be identified by badges, which may be worn by them at all times while in University premises. The Contractor will ensure that their employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized persons in the premises beyond normal working hours will not be acceptable and Contractor upon receipt of complaint will have to immediately withdraw such employees from working in the University premises.
- k. All the personnel engaged by the Contractor shall wholly and purely be in the employment of the Contractor and no claim of individual / collective nature on University employment by any of the employees or claim of any nature on the University shall be tenable. The Contractor shall at all times keep the fully and effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demand in any way arising out of or during the course of anything done or committed / omitted to be done by the Contractor including the demand which the Contractor's employees individually / through their Unions may have raised against the University arising out of this agreement or as a result of the termination there for or earlier determination of the Contract.

Contractor

**PART E. FACILITIES PROVIDED BY THE UNIVERSITY TO  
THE CANTEEN CONTRACTOR**

- a. Canteen space required for various purposes, such as serving hall, kitchen, washing place, store room, pantry etc., will be provided free of cost.
- b. Refrigerator, Water filter, stove, kitchen racks and cooking gas and all other items required for cooking & serving food than shall be brought by the contractor.
- c. Electricity shall be provided Current consumption charges will be borne by the contractor. However it should be used only for catering the requirement of the University.
- d. Water connections for cooking / drinking and washing provided. Water charges will be borne by the Contractor.

Contractor