BID DOCUMENT

ELIGIBILITY CRITERIA, INSTRUCTIONS, SCOPE OF WORK AND TERMS & CONDITIONS FOR RUNNING CANTEEN AT BHATTADEV UNIVERSITY MEDHIKUCHI CAMPUS

BHATTADEV UNIVERSITY, BAJALI
Dist: Bajali , Assam :: 781325

Bid No.: Bhatt. U/E&A Sec./NIB/2026/8591 **Dated: 16/09/2026**

Sealed bids are invited from eligible bidders in the Bid system for running the Canteen of the Bhattadev University Campus.

The last date of submission	:	on or before **12.30 PM** of 07/10/2026
Bid Opening Time	:	**02:00 PM** of 07/10/2026
Venue	:	Bhattadev University, Bajali (**Pathsala Campus**)

A. Eligibility Criteria

1. The bidder must have a registered office / branch in Assam. Documentary evidence to be furnished.

2. The bidder should not be declared as ineligible/blacklisted by the Government of India or any other Government body on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure /lapses of serious nature. An undertaking to this effect needs to be furnished.

3. The agency/firm/company should have experience in providing similar services in Govt. educational Institutions/ Govt. Offices located in Assam at least for one year in the last three years. The satisfactory user certificates need to be furnished.

4. The bidder should have valid license to operate in Assam under the FSSAI Act, 2011.

5. The bidder should have valid trade license.

6. The firm should have registration with GST, wherever applicable.

7. The Bidder should have its own bank account and provide the bank account details.

All supporting documents against the above minimum qualifications must be submitted along with the bid. A simple undertaking claiming the stated criteria will not be treated as sufficient.

B. Instructions to Bidders

1. How to apply:

The bidder should submit sealed quotations at the **Registrar office, Bhattadev University**; Pathsala Campus located at Pathsala the following format:

A. First Envelope: The first envelope should be sealed and clearly marked as **Technical Bid** on its cover. It can contain only the Technical Bid (that includes the profile of the bidder) and supporting documents along with a signed copy of this bid document as a mark of agreement to all the terms and conditions mentioned herein. Nowhere in this envelope should be any indication of the Financial Bid or Quote.

B. Second Envelope: The second envelope should also be sealed and clearly marked as **Price Bid** on its cover. It can contain only the Price Bid / Financial Bid / Quote.

C. Third Envelope: Both the First Envelope and Second Envelope should be put together in the Third Envelope (bigger than other two) and sealed.

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2. Validity of the Bids:

The submitted bid should remain valid for 6 months from the date of opening for the purpose of acceptance and award of work. Validity beyond 6 months from the date of opening shall be by mutual consent.

No bidder will be allowed to withdraw/alter/modify after submission of tenders within the bid validity period.

3. Duration of contract:

The contract shall be **initially for 1 year**. However, the contract may be renewed on the satisfactory performance and mutually agreed upon terms. In case of unsatisfactory performance, the contract will be terminated by giving **One Month** notice.

4. Award of Contract:

The base value for the Bid shall be Rs. 4000/- (***Four thousand only)***. The bids will be evaluated in Two Bid Evaluation system. The Price Bid of only those bidders will be opened who qualifies in the Technical Bid evaluation stage. The Successful **H_1 Bidder** will be given the work order within 15 days from the finalization of the Tender. The bidder will then enter into an agreement with the Institute.

The bid shall be deemed non-responsive if the bidder selected for the work fail to accept and sign the formal agreement or to start the work on the date stipulated in the work order.

C. Scope of Work

The canteen items and their respective prices are detailed in Annexure-A

The successful bidder shall be required to keep their services open from 9.00 am to 5.30 pm on all working days and should be open whenever informed by the University authority.

D. General Terms & Conditions

1. The required service has to be provided on the **Medhikuchi Campus of Bhattadev University, Bajali.**
2. The application must be accompanied by **a compulsory non-refundable bid processing fee of 1000/-.** The bid processing fees must be deposit through **SBI Collect. (for depositing bid processing go to https://www.onlinesbi.sbi/, click on SBI collect- Select Category as Educational Institutions- Search Educational Institute as**

Bhattadev University Bajali-Select Payment Category as Bid Processing Fees-Rs. 1000/-then filled in all the details—then click next—Click Next—Select payment type—then make payment) Applications with no bid processing fee will be rejected. The bid processing fee shall be submitted along with the Technical Bid. The Earnest Money Deposit (EMD) of **10,000/-** (Rupees ten thousand only) (Refundable) must be deposit through **SBI Collect. (for depositing EMD go to https://www.onlinesbi.sbi/, click on SBI collect-Select Category as Educational Institutions- Search Educational Institute as Bhattadev University Bajali-Select Payment Category as Earnest Money Deposit(EMD)-Rs. 10000/---then filled in all the details—then click next—Click Next—Select payment type—then make payment)** failing which the Tender will be rejected. **Bidders claiming EMD exemption shall need to produce relevant exemption document and submit the Bid Security Declaration in the prescribed format as at Annexure – B.**

3. The successful bidder has to submit a Security Deposit of Rs. 10,000/- (Rupees ten thousand only) before the start of the work. The EMD deposited by the successful bidder may be converted into security deposit on written request.

4. The bidder shall not be permitted to bid if a relative is working in Bhattadev University.

5. The rented out facility shall be the absolute property of the University. **Subcontracting and putting the facility to any other use shall not be permitted.**

6. The successful bidder shall be required to pay the electricity bills as per actual consumption.

7. The successful bidder shall be required to arrange for disposal of all its waste and garbage as per norms of relevant authorities.

8. The surroundings of the facility must be kept clean at all times. Emphasis should be on the use of biodegradable material and use of plastic / thermocol material should be minimised.

9. The successful bidder shall be responsible for taking good care of the Institute's infrastructure and furniture provided to them. The contractor shall be responsible for maintaining the assigned pantry and hall area spotlessly clean and free from insects, rodents, and animals at all times. The crockery, cutlery, furniture and utensil used in the preparation and serving of food shall always be properly cleaned and kept in a clean, hygienic and good condition. No damaged crockery or utensils should be used to serve food.

10. The quality of food, cleanliness, hygiene and availability shall be the essence of this contract and must conform to FSSAI standards and other norms prescribed by the Institute.

11. Any conditional bid shall not be considered and will be out rightly rejected in the very

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first instance.

12. The successful bidder shall deploy such personnel in the facility that are well-mannered and maintain decorum and discipline.

13. If in the opinion of the authorized representative of the university, the performance of any of the persons deployed is not satisfactory or he / she is not amenable to discipline or their behavior is not conducive to retain them for the work, he / she should be replaced immediately.

14. The successful bidder has to make good any damage, loss of property of the Institute by the willful acts of omission / commission by it or by the staff deployed by it.

15. **Penalty:** Deduction from the Security Deposit on account of unsatisfactory services will be made on the following grounds:

    a. In case of complaints raised by students and validated by the authorized representative of the Institute for quality of food / wrong pricing etc., a warning letter shall be issued on the first instance. Subsequent complaints would result in Rs. 1000/- penalty being imposed.

    b. In case of complaints raised by students and validated by the authorized representative of the Institute for any harmful object, worms/insect found in food served, a warning letter shall be issued on the first instance. Subsequent complaints would result in Rs. 2000/- penalty being imposed.

    c. In case of complaints raised by students and validated by the authorized representative of the Institute for non-maintenance of cleanliness in the rented out facility, a warning letter shall be issued on the first instance. Subsequent complaints would result in Rs. 1000/- penalty being imposed.

    d. In case of loss /theft/damage caused to institute property and amount of such loss will be determined by the institute authority.

    e. In case of unforeseen or peculiar circumstances beyond the instances above, the decision of the institute shall be final as far as imposition of penalty is concerned.

16. Arbitration:

I. In the event of any question dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to **the sole arbitration of Registrar, Bhattadev University or his nominee**.

II. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for

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any reasons whatsoever, the Registrar, Bhattadev University shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.

III. The Arbitrator may give interim awards(s) and / or directions, as may be required. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

17. Conditions for Deployment of persons by the Bidder:

a) The successful bidder shall do the necessary background, antecedent and integrity check of the persons it deploys at their own effort and cause and a copy of such report shall be sent to the Institute, before the person is actually deployed on site. The successful bidder shall not deploy any person who is not acceptable to the Institute. No person who has been convicted or is facing criminal proceedings or charges shall be deployed in the Institute and any such person shall be barred from participating directly or indirectly in providing the services. The successful bidder shall ensure that persons deployed by them shall possess good behavior and shall immediately withdraw persons with bad record. The decision of the Institute on such matters will be final. The successful bidder shall ensure that proper discipline and decorum is maintained by the person deployed at all times while on duty or otherwise during their presence in the campuses. The successful bidder shall suspend, remove or terminate the services of any of their persons to fulfill its obligations.

b) The successful bidder should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.

c) The successful bidder shall engage such number of required employees as required maintaining the facility. The said employees engaged by the bidder provider shall be the employees of the agency/service provider and it shall be agency/service provider's duty to pay salary every month. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in the Institute.

d) The successful bidder's personnel shall not claim any benefit / compensation/ absorption / regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

e) The successful bidder's or the agency / service provider's personnel shall not

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divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements and administrative / organizational matters.

f) The agency/service provider's personnel working should be polite, cordial, positive and efficient so that their actions promote goodwill and enhance the image of the Institute.

g) The agency / service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering without work.

h) The agency / service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.

i) That the persons deputed shall not be below the age of 18 (eighteen) years and not exceeding 60 years of age.

j) The agency / service provider has to provide Appointment letters and photo identity cards to the persons employed by it for carrying out the works.

k) The agency / service provider should provide appropriate uniforms to all personnel employed by him. The staff must wear uniforms as per their job assignments. The successful bidder shall provide and ensure that the kitchen and service staffs are wearing clean uniforms, aprons and gloves (wherever required), disposable caps and masks while working.

l) Bhattadev University will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personnel that may take place while on duty or otherwise. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.

m) Workmen's Compensation Insurance to be taken at agency/service provider's cost and obtains from the underwriter of such insurer a waiver of subrogation in favour of the Institute. The agency/service provider shall be required to register and pursue realization of all insurance claims.

n) Bhattadev University will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency / service provider.

o) The personnel of the agency / service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The

personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of **Bhattadev University.**

p) The agency / service provider and any individual assigned for the performance of the services shall comply with all of the Institute's standard operating procedures in place at the locations where the agency / service provider is performing work.

18. That the agency / service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Bhattadev University suffer any loss or damage on account of negligence, default or theft on the part of the employees / agents of the agency, then the agency / service provider shall be liable to compensate for the same. The agency / service provider shall keep fully indemnified against any such loss or damage.

19. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency / service provider directly or indirectly to any person, firm or whosoever.

20. Either party can terminate the agreement by giving **1 (one)** months notice in advance. If the agency fails to give **1 (one)** months notice in writing for termination of the agreement, then the Security Deposit will be forfeited.

21. That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.

22. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the Registrar, Bhattadev University whose decision shall be binding on both the parties.

23. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract lies within the jurisdiction of the High Court of Bombay, Mumbai.

24. The Registrar, Bhattadev University reserves right to:

    a. Withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

    b. Accept or reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding on the Tenderer.

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c. Terminate the contract at any time without assigning any reasons by giving a one month notice to the contracting agency/firm/company.

d. Suitably increase / reduce the scope of work put to this tender. In case of any ambiguity in the interpretation of any of the clauses in Tender document or the contract document, interpretation of the clauses by the Bhattadev University shall be final and binding on all parties.

25. Force Majeure:

The term "force majeure" shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies. In the event either party being rendered unable by Force Majeure to perform their obligations to be performed by them under this agreement, the party affected shall notify the other party in writing within 7 (seven) days of the occurrence of such alleged Force Majeure. Neither of the two parties shall be liable for any penalty/payment during the period of force majeure.

Registrar
Bhattadev University, Bajali

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Important Note:

The successful bidder shall be required to make available items of prescribed quality, quantity and price in canteen after due approval from the University authority.

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Annexure A

Bid Security Declaration Format

To,

The Registrar
Bhattadev University, Bajali

We, **[insert *name of the Bidder]*** understand that, according to bid conditions, Bids must be supported by a Bid-Securing Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within 1 year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

(1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or

(2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment — Declaration of the Bid; or

(3) If we do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid; or

(4) In the event of us being a successful Bidder, if we fail within the specified time limit

(i) To sign the Contract Agreement (if applicable), or

(ii) To furnish the required performance security, in accordance with the tender.

In any other case specifically provided for intender.

I/We undertake to accept the above obligations failing which my/our Firm may be blacklisted for participating in any future bid floated by the Institute.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder**_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed_____day of_____

**Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

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