



GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM, (FREMAA)

Address: 4th floor, Assam Water Centre, Basistha Chariali, NH-27, Guwahati-29,
Phone/Fax-(0361)2309896, Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

No. FREMAA(P)/TECH/29/2022/4609

Date: 28.08.2023

REQUEST FOR QUOTATION (RFQ)

Chief Executive Officer, Flood and River Erosion Management Agency of Assam (FREMAA) at 4th Floor, Assam Water Centre, Basistha Chariali NH 27, Guwahati-29, invites fresh quotations from esteemed agencies/firms for "Hiring of Canteen and Catering Service Provider" for Assam Water Centre (AWC). The interested suppliers/firms/agencies may submit their quotations addressed to the **Chief Executive Officer, FREMAA** at the office on or before ..21..09/2023 up to 03:00 PM. **Pre Bid meeting** will be held on ..05..09/2023 at 12:00 PM at 1st Floor Conference Hall of AWC.

Bidders are requested to go through the following before submission of quotation:

- (i) Annexure A : Terms and Conditions
- (ii) Annexure B1 : Letter of Quotation– Financial Part
- (iii) Annexure B2 : Price Schedule
- (iv) Annexure C : Draft Contract Agreement

Detailed RFQ document is available in the official website of FREMAA; www.fremaa.assam.gov.in

Any Addendum/Corrigendum for this RFQ will be uploaded in the above cited website of FREMAA only.


(Dr. Jeevan B, IAS)
Chief Executive Officer,
FREMAA

Memo No: FREMAA(P)/TECH/29/2022 /4609

Date: 28.08.2023

Copy to:

1. The Director of Information & Public Relation, Govt of Assam for arranging publication of the above notification in one leading English local daily and one Assamese daily.
2. TO(C)-FREMAA, for publishing in the FREMAA official website.


Chief Executive Officer,
FREMAA

ANNEXURE-A**TERMS & CONDITIONS****1. Eligibility Criteria:**

- a) The Agency should have legal business entity in Assam, Trade license to be submitted.
- b) The bidder should have minimum 3 (Three) Years experience in offering canteen services to Central/State Govt. departments/PSUs or reputed private sector organisations/offering canteen/restaurant/catering services from the date of issue of this RFQ.
- c) The bidder's annual average financial turnover in the catering/eating outlets should be at least 50 Lakhs during the last five years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) duly audited & certified by CA. Turnover certificate along with Financial Statement for the last 5 financial years.
- d) Should have valid GST Registration as on the date of issue of this RFQ.
- e) Should have valid certificate from Food Safety and Standards Authority of India (FSSAI)

Supporting documents to be provided for 1 (a) to 1 (e).

For 1 (b) Work order/Contract Agreement/Letter of Acceptance/Payment order may be submitted as documentary evidence

2. The lowest quoted (excluding tax) substantially responsive bidder at **Annexure B2** fulfilling the above criteria at SI.1 will be eligible for award of contract.
3. Suppliers/Firms/Agencies are **requested to visit the office to inspect the canteen space before submitting the quotations.**
4. **All the pages of the Quotation have to be signed by the authorized representative of the bidder.**
5. Rates will be considered together for all the items together in a particular Group and shall not be evaluated item wise. For the purpose of arriving at the lowest bidder, total cost of the groups shall be taken into consideration.
6. The selected agency shall be empanelled based on the approval by Selection Committee constituted for the purpose by the FREMAA.
7. Bidder should fill up rates both in figures and words in the Financial Part.
8. The applicable tax should be shown separately.

10. Successful bidder will have to submit performance security/security deposit amounting to Rs.50,000/- (Rupees Fifty Thousand) only with FREMAA as Bank Guarantee/ Fixed Deposit at the time of signing of the agreement.
11. The successful bidder is only permitted to provide catering services on AWC premises during working hours. The Licensee shall guarantee that the staff/vendors he has delegated do not engage in any type of vending/hawking/canvassing during office hours.
12. The successful bidder will have to enter into an agreement **Annexure C** within three (3) days after receipt of the Letter of Acceptance (LoA) from FREMAA.
13. The Performance Security of the empanelled agency shall be released after three (3) months from the closure date of the Agreement.
14. The service providers are also encouraged to provide additional items along with the rate **not included in the menu** in Annexure B2. However, such items will not be considered for evaluation of quotations



**Chief Executive Officer,
FREMAA**

Annexure B1

LETTER OF QUOTATION– FINANCIAL PART

(This financial part must be submitted using official letterhead of the firm)

RFQ No FREMAA (P)/TECH/29/2022

Date:

To,

The Chief Executive Officer
FREMAA, 4th Floor Assam Water Centre
Basistha, Near NH 27, Guwahati 781029

Sub: Request for Quotation (RFQ) for “Hiring of Canteen and Catering Service for AWC.”

Sir,

I/We, the undersigned, hereby submit the financial part of our Quotation. In submitting our Financial Part, we make the following additional declarations:

- (a) Our quotation shall be valid for the period of 60 days from the deadline fixed for the quotation submission;
- (b) I/we have thoroughly read and understood all the terms and conditions as contained in the RFQ and agree to abide by them.

Yours faithfully,

(Authorized Signature)

Name & Title of Signatory In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of the Bidder:

Address:

Telephone No.:

Email id:

Dated on ___ day of _____ [insert date of signing]

Annexure- B2**Price Schedule for Indicative Menu of Tea/Breakfast/Snacks/Lunch/Dinner etc.**

Price List as per below mentioned Menu:-

Group A: Breakfast Menu (on demand basis)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
a	Bread - omelette (four piece of Bread and two eggs)	1 Plate			
b	Vegetable Sandwich 2 pieces (Big) 75gmx 2	150gms			
c	2 Stuffed Paratha (200mm)+ Pickles + Sauce + Curd(50gm)	175gms			
d	5 Puri (125mm) + Bhaji + Pickle	125gms			
e	2 Bhatara (125mm) + Chole (200gms) + Pickle	1 Plate			
f	2 big sized Bread(sandwich bread) toast with butter/ Jam (20gms)	1 Plate			
g	Poha / Upma	200gms			
h	2 Rava Idly (2X100gm)+ Sambar (100gm) + Chutney	300gms			
i	1 Rava Dosa + Sambar + Chutney/ Rava Uttapam + Sambar +Chutney	200gms			
j	Cornflakes (60 gm) with hot/cold Milk (200ml)	1 Bowl			
Total Per Plate for Group AI (In words and figures)					

Group B: Standard Lunch Thali Menu (Will make available regular basis)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
a	Veg Rice Thali:- Steamed Rice (200gm), Plain Dal/ Dal Fry/Chana Dal/Rajma/Kabuli Chana (120ml), Mixed Veg Sabji (120 gms), Papad, Salad, Pickle	1 Plate			
b	Veg Roti Thali:- Chapati (3 Nos/ Phulka 4 nos) , Plain Dal/ Dal Fry/ Chana Dal/ Rajma/ Kabuli Chana (120ml), Mixed Veg Sabji (120 gms), Papad, Salad, Pickle	1 Plate			

c	Non Veg Rice Thali:- Steamed Rice (200gm), Mixed Veg Sabji (120 gms), Chicken Curry/ Fish Curry (200 gms) / Egg Curry (2Nos), Papad, Salad, Pickle, Curd (75 gms).	1 Plate			
d	Non Veg Roti Thali:- Steamed Rice (200gm) or Chapati (3 Nos/ Phulka 4 nos.), Mixed Veg Sabji (120 gms), Chicken Curry/ Fish Curry (200gms) / Egg Curry (2Nos), Papad, Salad, Pickle, Curd (75 gms)	1 Plate			
Total Per Plate for Group B (In words and figures)					

Group C: Special Lunch Thali Menu (Will served on demand)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
a	Special Rice Thali:- Steamed Rice/ Jeera Rice/ Pulao (200gm) or Chapati (3 Nos/ Phulka 4 nos.), Plain Dal/ Dal Fry (120ml), Mixed Veg Sabji (120 gms), Chilly Chicken/ Chicken Butter Masala/ Chicken Kasa/ Kadai Chicken/ Chicken Manchurian (200 gms), Papad, Salad, Pickle, Curd (75 gms), Sweet (100gms)/ Moong Halwa (150 gms)/ Gajar Halwa (100 gms)	1 Plate			
b	Special Roti Thali:- Chapati (3 Nos/ Phulka 4 nos.), Plain Dal/ Dal Fry (120ml) , Mixed Veg Sabji (120 gms), Chilly Chicken/ Chicken Butter Masala/ Chicken Kasa/ Kadai Chicken/ Chicken Manchurian (200 gms), Papad, Salad, Pickle, Curd (75 gms), Sweet (100gms)/ Moong Halwa (150 gms)/ Gajar Halwa (100 gms)	1 Plate			
Total Per Plate for Group C (In words and figures)					

Group D: Evening Snacks (on demand)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
a	Red Tea or Milk Tea /Milk Coffee	150ml			
b	Veg or Onion Pokoda – 75gms / Bread Pakora – 2 pieces	150gms			
c	2 piece Vegetable Sandwich (Big Sized)	1 Plate			
d	Veg Cutlet/ Veg Sandwich (2 piece)	200gms			
e	Suji Halwa	120gms			
f	2 Bhatara + Chole (200gms) + Pickle	1 Plate			
g	Veg Chowmein	150gms			
h	Veg Patty/ Samosa/ Kachori 75gm	1 Piece			
i	Dhokla 2 piece (2X50gms)	1 Plate			
Total Per Plate for Group D (In words and figures)					

Group E: Hi Tea (on demand)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
Part-A :Veg					
a	Pakoda (Paneer/Veg) (75gmsX2)	150gms			
b	Paneer Cutlet (2X75gms)/ Veg Cutlet (2X75gms) Or Veg Club sandwich(2x75gms) with sauce/chutney	150gms			
c	Special Veg Roll (Paneer) with extra Mayonnaise - 1 pieces (150grms.)	150gms			
d	Plain Kaju/ Fried Kaju	20gms			
e	Sweets (Malai Sam Sam/ Boil Cake/ Kalakand- 1 piece	30gms			
f	Kachuri/ Samosa/ Veg Puff (75gms)	1 piece			
g	Any Sweet dish (70gms)	1 piece			
Total for Part A					
Part B: Non Veg					
a	Chicken Pakoda - (150 gm)	1 plate			
b	Chicken Cutlet (80gmx2) or Chicken Club Sandwich (80gmX2) with sauce /chutney	150gms			

c	Special Chicken Roll with extra Mayonnaise - 1 pieces	150gms			
d	Plain Kaju/ Fried Kaju	20gms			
e	Sweets (Malai Sam Sam/ Boil cake/ Kalakand- 1 piece	60gms			
f	Kachori/ Samosa/ Non Veg Puff	100gm			
g	Any Sweet dish (70gms)	1 piece			
Total for Part B					
Total (A+B) for Group E (In words and figures)					

Group F: Executive Lunch (Veg & Non Veg) (will serve on demand)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
a	Veg Clear Soup/ Tomato Cream Soup/ Sweet Corn Soup/ Veg Mix Soup/ Veg Manchow Soup(350ml)	One bowl			
b	Roti(200mm dia)/ Puri(125mm Dia)/ Lachha Paratha (200mm dia)/ Green Puri(125mm)/ Bhatara(125mm diameter)	2 pieces			
c	Plain Rice/ Jeera Rice/ Veg Pulao/ Peas Pulao/ Fried Rice/ Navratan Pulao (The Vendor / Service Provider may also serve different types of Pulaos. For pulaos the rice to be used should be of good Quality Basmati Rice)	200gms			
d	Dal/ Dal Makhani/ Chana Masala/ Yellow Dal/ Mix Dal/ Rajma/ Dal Handi	150gms			
e	Gajar Matar Beans/ Mix Veg/ Aloo Gobi/ Keema Matar/ Matar Mushroom/ Palak Chana/ Cheese Kofta/ Palak Corn	120gms			
f	Dry Vegetables/ Mix Vegetables/ Seasonal vegetables	120gms			
g	Shahi Paneer/ Matar Paneer/ Chilli Paneer/ Palak Paneer/ Paneer do Pyaza	150gms			
h	Pineapple Raita/ Boondi Raita/ Mix Raita/ Plain Curd/ Pudina Curd	70gm			
i	Accompaniments (such as Papad-Roasted/ Fried, Pickle, Salads – Green salad, Russian salad/ Macaroni salad/ Dry salad)	30gm			
j	Sweet (Rasgulla/ Gulag Jamun) – 70gms	1 piece			

k	Ice Cream (Vanilla/ Strawberry/ Butterscotch/ Chocolate) 70gms	1 scoop			
l	Kheer/ Seviyan/ Fruit salad – 70gms	1 bowl			
m	Indicative Non-veg items: (Chilly Chicken/ Masala Chicken / Butter Chicken / Methi Chicken / Kadhai Chicken / Chicken Do Pyaza) + (Fish Curry / Fish Fry)	200gms			
Total for Group F (In words and figures)					

Note: For actual serving, only one of the options in each category and two options each from Sl. No. b,h & j and the salad options have to be served.

Group G: Beverage/Deserts (will serve on demand)

Sl. No.	Item	Quantity	Unit cost in Rs.	GST in Rs.	Total cost in Rs.
	Tea (with and without sugar option)	150ml			
	Coffee (with and without sugar option)	150ml			
	Green tea /Special tea	150ml			
	Lemon Tea/black tea (with or without lemon)	150ml			
	Butter Milk	200ml			
	Soft Drinks	200ml			
	Fruit Juice – (Tetra Pack)	200 ml			
	Ice Cream (Vanilla/ Strawberry/ Butterscotch/ Chocolate) 70gms	1 scoop			
	Fruit Salad 70gms	1 bowl			
Total for Group G (In words and figures)					

BRANDS OF CONSUMABLES PERMISSIBLE

Item	BRAND
Salt	Tata, Annapurna, Nature fresh
Sugar	Mawana, Dhampure, Branded Equivalent Quality
Spices	MDH, MTR, Everest, Shakti, Catch
Tomato Sauce	Maggi, Kissan, Heinz
Oil(Except Soybean Oil)	Sundrop, Nature Fresh, Godrej, Saffola
Pickle	Mother's or Priya or Tops
Atta	Fresh MP Wheat atta grounded every week from nearby chakki. In case of direction from C-DOT, Aashirvad, Pillsbury, Nature Fresh or Ahaars best quality atta to be used
Butter	Amul, Britannia
Bread(brown bread, multigrain and white), Pav	Harvest ,Britannia, Perfect, English Oven
Jam	Kissan,Top, Heinz
Milk	Amul, Mother Dairy
Paneer	Amul, Mother Dairy
Tea/Tea Bags	Brookbond, Lipton, Red Label, Tata
Coffee	Nescafe, Bru
Biscuits	Britannia/ Parle/ Haldiram/ Unibic/ Sunfeast/ Mcvities/ Patanjali
Mineral Water	Bisleri, Bailey
Besan, Maida, Dals	Rajdhani, Branded First Quality
Semolina	Rajdhani, Branded First Quality
Daliya, Poha	Rajdhani, Branded First Quality
Custard Powder	Brown & Polsen, Weikfield, Pillsbury
Basmati Rice/Aijong Rice	Kohinoor, IndiaGate, Branded First Quality

Note: Food item with FSSAI mark and companies having good products should only be provided.

Annexure C

STAMP

Draft CONTRACT AGREEMENT**No**

This deed of agreement is made in the form of agreement onth 2023, between the Chief Executive Officer, FREMAA (Employer) and(Name of service provider)...(hereinafter referred to as the second party), to execute the services of "Hiring of Canteen and Catering Service for AWC" on the following terms and conditions.

Contract Price

The item rate (exclusive of GST in INR) details for the services in the following groups as quoted in Annexure B2 are as follows:

Group A.....Rs....

Group B.....Rs....

Group C.....Rs.....

Group D.....Rs.....

Group E (Veg).....Rs...

Group E (Non Veg)Rs.....

Group F.....Rs.....

A. Scope of Service

1. The required services include providing Tea/Coffee/Green Tea to all the Staff members /Officers on all the working days and as and when required (including Saturday/Sunday/Holiday).
2. Providing Tea/Breakfast/Lunch to the staff members/officers on their demand. No minimum guarantee will be furnished to the service provider towards consumption of food items.
3. Supply of Tea/Coffee/High Tea/Snacks/Lunch/Dinner in the official meetings/ other occasions, conducted by FREMAA from time to time.
4. Conference Catering for the High-Level Meetings and Conferences hosted by FREMAA will also be done by the Vendor / Service Provider.
5. FREMAA may revise the menu of breakfast, lunch and dinner in consultation with the Vendor and Canteen Committee of the FREMAA if required
6. The canteen service provider will have an opportunity to serve the meetings/seminars organised by FREMAA in the Assam Water Centre (AWC) but preference cannot be guaranteed/assured from FREMAA to the prospective canteen vendor for providing food, beverages etc during meetings and seminars held in conference halls in AWC organised by the other agencies/department.
7. The rates for services are below:-
 - a) Breakfast—As quoted by vendor (Bills shall be paid by individual staff)
 - b) Standard Lunch (Daily)- As quoted by vendor (Bills shall be paid by individual staff)
 - c) Executive Lunch Veg/Non-Veg for official meetings organized by FREMAA- As quoted by vendor (Bills Will be paid by FREMAA on actual basis)
 - d) High Tea for official meetings organized by FREMAA – As quoted by vendor (Bills Will be paid by FREMAA on actual basis)
 - e) Tea/ Meals need to be served to staff/officers in the official meetings and shall be decided by the Canteen Committee of the FREMAA in consultation with the Vendor.
8. Preparation, processing, cooking and serving of prepared and cooked items, after taking into account the availability of seasonal vegetables and fruits.
9. The workers have to work under the guidance of canteen supervisor of the service provider/caterer. The workers will work in Kitchen and Dining area.
10. Responsibility of cleaning of kitchen/dining area will be on part of caterer. Maintaining the canteen premises in a clean and sanitary condition at all times. Regular cleaning and waste management should be carried out.
11. The service provider will be required to display the price list of all the food articles, soft drinks, tea coffee, cold drink etc and should have catering

arrangements on requirement basis. No minimum guarantee will be furnished to the service provider towards consumption of food items.

- 12. The food has to be prepared in a clean, hygienic and safe condition as per the menu.
- 13. The service provider cannot make any alteration in rates without the prior approval of the competent authority of FREMAA.
- 14. The service provider is required to provide all the quoted items on the requirement basis. They must have the raw materials so that they may provide the service as and when required.
- 15. The Service Provider is required to establish a system for collecting and analyzing customer feedback regularly. The operator must be responsive to customer comments and suggestions for improvement.

B. Infrastructure and Facilities for the service provider to be provided FREMAA:

- 1. The Canteen premises comprises an area of 600 Sqft approx including Kitchen area, Store washing Bay, Serving counter and an area of 900 Sqft approx including fully furnished dining hall containing table, chairs, reception counter, racks for storage of raw material etc and centralized AC, lights respectively.
- 2. Electricity connections/points are available for Electrical Equipment/ Infrastructure like, Fridge, Ovens, Electric Kettle, RO Purifier etc.
- 3. The cost for Canteen space and canteen/dining Infrastructure is free of cost.
- 4. The selected service provider shall take site measurements and submit complete kitchen floor layout plan with specifications for their requirement for the following:
 - a. Any Kitchen Storage requirement.
 - b. Gas Pipe Layout
 - c. Services layout of if any additional requirement of electrical, plumbing, gas, drainage, exhaust etc.
 - d. Chimney Duct etc

The procurement including fund for the fabrication and installation of the items mentioned above will be made by the Client.

C. Infrastructure and Facilities to be procured installed and maintained by Service provider:

C.1 Cooking Gas, Equipment, Utensils:

- 1. The caterer will be required to procure commercial gas and refilling of gas in sufficient quantity for cooking purposes at his own cost.

2. The furniture/fixtures will be provided to the service provider in good working condition.
3. All other necessary equipment like cooking utensils/ any cooking apparatus need to be arranged by the service provider.
4. The service provider will be responsible for any loss/theft of the gas cylinders and other equipment.
5. The service provider will make his own arrangement for crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
6. The caterer shall not construct or make any structural alterations or install additional fittings inside the premises of the work place without prior written approval from the Competent Authority.
9. Vegetarian and non – vegetarian cooking shall be done separately.

C.2 Water and Electricity:

1. For the purpose of preparing Tea/Snacks/Lunch/Dinner etc., FREMAA will provide required provision for water and electricity in the kitchens / dining areas.
2. The Service Provider will have to pay electricity bill based on sub-meter. Service Provider should pay electricity bill on monthly basis. Service provider should pay electricity bill on monthly basis by 7th of the next month. The sub-meter reading will be recorded on first working day or last working day by FREMAA Authority.
3. FREMAA will install a sub-meter in the kitchen area to track electricity usage. Every effort must be exercised by the caterer to minimize electricity and water usage. The service provider will not be allowed to use induction cook tops and heaters and any other electric equipment for cooking purposes.
4. Water for washing and cleaning is free of cost, but drinking water and water for cooking through water filter-cum-RO-purifiers has to be arranged by the Service Provider.
5. The agency shall not make any alterations or additions to the area provided Inside the premises for cooking and catering purposes.
6. **Sub-letting/Sub contracting the work is not permissible under any circumstances.**
7. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other Items of Intoxication are strictly prohibited in the FREMAA's premises, including Canteen/pantry. Any breach of such restrictions by the Canteen Service provider will attract deterrent action against the Service provider as per statutory norms.

8. The Service provider will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen/pantry services in addition to what is provided for by FREMAA.
9. The Service provider shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.

D. Cleanliness, Hygiene & Garbage disposal

1. The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchen area. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / **Service Provider will have to bear the cost of cleaning materials.** The Vendor / Service Provider are required to **ensure use of quality cleaning materials.**
2. The Service Provider shall take full responsibility of cleaning and up keep of entire lounge and dining area. FREMAA will have 24-hrs access to inspect the canteen premises at any time for ensuring the cleanliness and hygiene condition of the canteen's kitchen and dining area.
3. After every meal (breakfast & lunch), all the plates, cups, bowls, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for next meal. All the vessels used for cooking should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of appropriate quality.
4. The Vendor / Service Provider have to ensure that every day before and after operations, the pantry / dining halls / dishes and all the crockery and cutlery are cleaned and kept in order before closing of the day.
5. The Vendor / Service Provider has to ensure proper segregation and disposal of waste promoting environmental sustainability and public health, and take care to see that the outlets / ducts provided in the kitchen are not blocked /damaged etc and keeping the assigned premises neat and clean. A comprehensive cleaning schedule shall be developed and followed by the Service Provider to ensure all areas of the canteen are cleaned regularly. The cleaning schedule shall include daily, weekly, and monthly tasks, outlining the responsible personnel and specific cleaning activities to be performed.
6. The staff should be properly dressed (T- Shirt/Shirt With vendors Logo, Shoes, head gear and hand gloves) in neat and tidy uniform. They will also wear facemask. They shall be courteous, well-mannered and attentive.
7. Service Provider shall provide two sets of uniforms to employees engaged by him at his own cost. No reimbursement shall be done by FREMAA.

8. The service provider shall arrange his own manpower for sweeping and cleaning of the inside of canteen. The cost for the same shall be borne by the service provider.
9. The agency and their staff members shall be responsible for removing used utensils, cleaning and maintaining the same in proper condition. Similarly, all canteen equipment, gadgets etc, should be cleaned properly daily and kept in a ready to use condition.
10. The Service provider will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food.
11. Periodic cleaning of fixtures (including lights, fans and other kitchen equipment) shall be carried out by the caterer, maintaining the record which will be checked by the FREMAA.
12. Periodic fumigation as and when required.
13. The vendor/ Service Provider should ensure use for different chopping board and utensils for raw meat, fruits and vegetables.

E. Maintenance & Repair

1. That it shall be responsibility of Service provider to keep the kitchen equipment and appliances provided by FREMAA in working condition and that the expenditure incurred on the repair and maintenance of these equipment and appliances will be borne by the Service provider.
2. The Service provider will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the FREMAA for the purpose of preparing Lunch, Tea and Coffee. Any furniture articles, if made available to the contractor will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the Service provider, at his cost.

F. Employees of the Caterer

1. In order to coordinate the activity for smooth discharge of the services, a manager/supervisor may be appointed by the caterer, who will supervise the preparation of food, serving in the dining area, and all aspects of hygiene, and in short all aspects of Catering.
2. Caterer shall appoint other staff, as per the requirement, for satisfactory and quality catering.

3. Employment of child labour defined as per relevant laws is strictly prohibited. The caterer shall maintain a register with name, age and address of all the employees working at a given time and inform the same to FREMAA Administration and they shall report any changes in the employees accordingly.
4. The persons appointed for any position in connection with the catering service, should have adequate working experience. Cook should have qualification of HSLC with six months Diploma/certificate in cookery from a recognized institution.
5. The staff posted on duty should always bear a clean appearance, complete in uniform and should carry a photo identity card issued by the Caterer. They should also wear necessary hand gloves and caps/ hair net in the kitchen and service areas.
6. The caterer shall be responsible for the proper conduct and behaviour of the employees engaged.
7. Smoking, consumption/distribution of alcohol, use of pan and gutka by the employees is strictly prohibited in the AWC campus.
8. The caterers should ensure that all employees are free of communicable diseases. Medical certificates to this effect should be available for inspection by the authorities
9. All expenses related to the functioning of the employees engaged by the caterer shall be borne by the caterer.
10. The caterer is solely responsible for the payment of minimum wages, ESI and EPF for their employees as per the Govt of Assam and Govt of India norms as applicable and should meet any other statutory and non-statutory benefits/obligations. The record of duty hours and pay structure should be maintained as per rules for inspection by the government authorities. The catering service provider has to inform FREMAA administration in writing the salary paid to all of his/her employees working at AWC Campus. He/she should abide by the labour law.
11. Under no circumstances any of the contractor's employees will stay in the premises beyond canteen hours after closing the canteen. He will ensure that the canteen rooms are properly locked and secured during closed hours of the FREMAA. FREMAA reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.

G. Statutory Compliance

1. The bidder shall hold valid license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 and shall fulfill all conditions required under the Act/Rules as amended from time to time. Also the Vendor / Service Provider shall abide by the local Government laws relating to employee.
2. The bidder shall, irrespective of number of persons employed, be registered under the relevant provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 respectively.
3. The bidder shall have valid registration with Income Tax & Goods and Services Tax as on the date of submission.
4. An affidavit to the effect that bidder has not defaulted in payment of statutory dues like EPF/ESI/GST and Income Tax to be submitted.
5. Non-compliance of any of the conditions (1 to 4) mentioned above by the bidder will amount to non-eligibility for the service for which tender has been invited and such bids shall be summarily rejected.
6. Shall duly and promptly pay all sums of money to staff as may be required to be paid under such laws. The Vendor/ Service Provider must ensure that his staffs are paid their salary and allowance, if any, latest by 7th of the following month.
7. FREMAA will not be responsible for violation of any law which is required to be observed by the Vendor/Service Provider. The Vendor/Service Provider will be solely responsible for violation of any laws.
8. The Vendor/Service Provider shall be liable to pay P.F. Contribution, leave, salary etc., and shall be liable to observe statutory working hours.
9. The Service provider shall maintain and provide all necessary documentation, registers and records in connection with the performance of canteen services and other related documents including for complying with any statutory requirements and provisions of applicable laws.

H. Quality Assurance

1. The Vendor / Service Provider shall purchase and keeps the raw materials stock of **maximum 7 days** required for the preparation of various items, including the controlled items of good quality at his own cost. The Vendor / Service Provider shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licences from the competent authority, where applicable. FREMAA at its discretion through its authorised representative

may check the stock position of all the items to see that the above is being compiled by the Vendor/ Service Provider.

2. FREMAA and the service provider shall be absolved of their liability in case of force majeure events i.e. unexpected circumstances outside of a contracting party's reasonable control that, having arisen, prevent it from or delay it in performing its contractual obligations.
3. The Vendor/Service Provider will ensure supply of quality items of food/sweets etc. In case of unsatisfactory /unhygienic quality of food items or lapses in service or any breakage / shortage in crockery/cutlery etc., deductions will be made as penalty which will be solely decided by FREMAA. The amount of penalty would be decided by FREMAA on each occasion and will be final, conclusive and binding. In case of continuous lapses on part of the service provider, FREMAA shall reserve the right to terminate the contract at any time giving notice of one month.
4. The kitchen will be under the constant supervision of FREMAA and any lapse will be viewed seriously. Good quality branded raw materials is to be used for the preparation of food.
5. Caterer's performance will be evaluated at any time during each month on a variety of factors including quality and quantity of food, cleanliness and hygiene, catering quality and punctuality. Non-compliance with any conditions laid out in this document can result in instant monetary fine/ termination of contract.

I. Payment

1. FREMAA regularly holds various meetings / conferences/seminars etc. in its office premises. In some occasions, the attendees are State /national/ international level dignitaries of high stature. The rate for serving special lunch/dinner on these occasions/ high level meetings will be negotiated with the successful Vendor / Service Provider and rate will be fixed later on by authorized person of FREMAA.
2. The Vendor/ Service Provider will have to serve tea/coffee with biscuits for which FREMAA will make payment. Similarly, the Vendor/ Service Provider will have to serve lunch/ dinner/ snacks/ tea/ coffee etc. in the Lounge / in the meetings/ workshops/ seminars etc. on select occasions for which FREMAA will make payment. The Vendor / Service Provider will be required to submit the claim for the services on monthly basis and FREMAA will settle the bill within a fortnight.
3. Payment for the purchase of meals/ snacks and beverages consumed by the Officers in the designated dining areas on a day-to-day basis will be done by the individual. Credit sales, if any, affected by the service provider will be on his own risk and responsibility and that the FREMAA will not in any way be responsible for the recovery of such arrears in these transactions.

J. Liquidated damages

1. Liquidated damages @ 10% of the ordered value shall be imposed on the empanelled agency if the service/food quality is found to be of non-standard. Repetition of lapses on the part of the empanelled agency for three (3) instances shall invite cancellation of the agency's empanelment with the FREMAA

K. Validity of Contract

1. The contract, if awarded, shall be initially valid for a period of Two Year (02 years) from the date of award. The contract can be extended for further period of One (1) more year on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. Performance Security has to be extended accordingly
2. The service provider may be allowed to enhance the selling price of the items up to maximum of 10% of the quoted price on annual basis only after approval of authority.
3. The contract will have probationary period of three months. The contract for the remaining twenty one month's (21 Months) will be confirmed only if the services and quality of items served by the service provider are found satisfactory during the probationary period.

L. Termination of the Contract

1. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the FREMAA shall have the right at any time to terminate the contract forth with in addition to forfeiting the Security Deposit amount deposited by the Service provider and initiating administrative actions for blacklisting, etc. solely at the discretion of the competent authority of the office of FREMAA.
2. The Contract can be terminated by either party, i.e., FREMAA, after giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, FREMAA reserves the right to terminate the contract without giving any notice in case the Service provider commits breach of any of the terms of the contract.
3. FREMAA's decision in such a situation shall be final and shall be accepted by the Service provider without any objection or resistance.
4. On termination of the contract, the Service provider will hand over all the equipment/ furniture/ articles etc., supplied by FREMAA, back to FREMAA in good working condition.

5. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probation period of three months from the date of taking over charge of the services, FREMAA reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.
6. The Service Provider will be issued a formal written notice of contract termination. The notice will specify the reasons for termination, the effective date of termination, and the relevant contractual clauses being invoked.

M. LEGAL JURISDICTION:

1. All disputes or differences arising out of the contract shall be subject to the jurisdiction of the courts at Guwahati only, to the exclusion of all other courts.

IN WITNESS WHEREOF, The parties hereto have caused this contract to be signed in their respective names as the day and year first above written

<p>For and behalf of Flood and River Erosion Management Agency of Assam (FREMAA)</p> <p>Name and Signature of authorised representative of the client:</p> <p>(Dr Jeevan B, IAS) Chief Executive Officer-FREMAA</p>	<p>For and behalf of the service provider.....</p> <p>Name and Signature of authorised representative of the Service Provider</p> <p>Name Designation</p>
<p>Witness:</p> <p>Name:</p> <p>Signature:</p>	<p>Witness:</p> <p>Name:</p> <p>Signature:</p>

