



ANNA UNIVERSITY
REGIONAL CAMPUS MADURAI

TENDER SCHEDULE

This tender is for running Hostel Kitchen on a Labour contract basis as well as serving the food for both Boys and Girls in their respective hostels for the academic year 2019-2020 and 2020-2021 at Anna University, Regional Campus Madurai.

TERMS AND CONDITIONS

1. The tender document shall be submitted in a sealed envelope indicating "Tender for running Hostel Kitchen at Anna **University, Regional Campus Madurai**". This envelope should contain the following Technical and Financial details as given below. The enclosures in the Technical and Financial details shall be restricted to the documents asked for.

A. The Technical and Financial details should contain the following:

1. Particulars of the Contractor as per format at Annexure-1
2. A copy of each of the following:
 - A. Partnership Deed / Articles and Memorandum of Association / Certificate of Incorporation as applicable
 - B. Registration Certificate
 - C. License under relevant act / regulation
 - D. Income Tax Returns for the past years indicating PAN / TIN No. / GST No.
 - E. EPF, ESI, Service Tax Registration at Madurai if any.
 - F. Report from the Registrar of Societies (in case of co-operative societies) that the Cooperative Society is running satisfactorily as per
Audit Reports for the last three years and particulars thereof
 - G. Audited annual account report for the past years
 - H. Organ gram or Structure of the organization

1. Important Dates and Points to remember:

- A. It can be downloaded from the Anna University of Regional Campus Madurai website (www.autmdu.ac.in). In case of Downloaded application, a Demand Draft for **Rs.1000/-** should be enclosed towards application fee and the same should be submitted along with application (**Envelope - A**). **Downloaded application without Demand Draft will be summarily rejected.**
- B. Last date for Tender submission: **27.12.2019** upto 03.00 p.m.
- C. Commencement of operations within 15 days from the date of receiving the letter of acceptance of tender.

2. The **Dean, Anna University, Regional Campus Madurai** reserves the right to scrutinize the credentials of all contractors and to arrive at a conclusion to its satisfaction regarding their suitability based on examination and/or enquiry as

deemed necessary. Issuing of tender forms will not as such be accepted as proof of eligibility for the contract. **Dean, Anna University, Regional Campus Madurai** will first open the **Technical and financial details** with respect to all the contractors. Only on satisfying the conditions that all documents/information required have been furnished fully and correctly, documents or the contractor is not found suitable due to unsatisfactory remarks during the examination/ enquiry/ visit to the running sites, the application forms get rejected.

3. The contractor shall comply with all the provisions of Contract labour laws including Employees State Insurance Act and shall keep the **Dean, Anna University, Regional Campus Madurai** absolved and indemnified from all acts and omissions, breaches and / or false claims, demands, loss, injury and expenses to which the **Dean, Anna University, Regional Campus Madurai** may be exposed to or involved in as a result of the contractor's failure to fulfill any of the above obligations. **The Dean, Anna University, Regional Campus Madurai** shall be entitled to recover any such losses and expenses which it may have to suffer and/ or incur, on these accounts, from the contractor's monthly bill or from security deposit or from any money due to the contractor without prejudice to its any other right under the law.
4. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.
5. Any alteration / modification in tender documents and giving/submitting wrong / forged information / documents on the part of the contractor will be liable to legal action and the earnest money deposited will be forfeited.
6. The contractor will have to execute a separate agreement regarding the terms and conditions of operations, pricing, hygiene, cleanliness, etc. after the award and before the commencement of work.
7. On award of the contract, the contractor shall be bound to submit current and valid labour license certificate issued by the competent authority within one month from the date of award, failing which the award of contract shall stand terminated without any notice.
8. On award of the contract, the contractor shall deposit through a Bank Guarantee issued by a Nationalized Bank in favour of, **The Dean, Anna university, Regional Campus Madurai** Payable at Madurai, in the specified form and a sum of **Rs.10,000/- (Rupees Ten five thousand Only)** as Performance Guarantee/ Security Money which should be valid for two months beyond the duration of the contract. The Security Money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by Anna University on account of failure or negligence on part of the employees of the contractor.
9. All relevant taxes will be deducted at source as per rules.
10. Some of the operational aspects to be complied with are given below:

a) SERVICE OPERATION TIMINGS

- Morning Tea – 6.30 a.m. to 7.30 a.m.
- Breakfast – 7.45 a.m. – 8.30 a.m.
- Lunch – 12.30 p.m. – 1.10p.m.
- Evening Tea – 5.00 p.m. – 5.30 p.m.
- Dinner – 7.45 p.m. – 8.30 p.m.

b) Type of service: Table Service

c) **The Dean, Anna University, Regional Campus Madurai** shall arrange to provide the following to the Contractor:

- i. Electric power supply for the exclusive purpose of preparing and serving food.
- ii. Water for washing and cleaning: Anna University, Regional Campus Madurai will make the arrangements to procure and provide water in case of scarcity in the campus.
- iii. Every effort must be exercised by the Contractor to avoid any wastage of electricity and water.

d) The Contractor's service and operations performance will be evaluated on the basis of a variety of criteria including service reliability, quality and hygiene.

e) The rates quoted for the labour contract shall include all prevailing and applicable taxes and service charges levied or leviable by the Central and State Governments. The agreement shall be valid for a minimum period of 11 months beginning from the date of formal mutual acceptance signified by its being signed by both parties. However, notwithstanding the above, this agreement is liable or fit for prior termination if either or both parties formally express their dissatisfaction through written communication(s) and by giving a notice period of not less than three months to the other or each other.

f) The Contractor shall be solely responsible for the ensuing

- i) cleaning / washing of kitchen utensils,
- ii) Proper housekeeping of the entire premises to make it neat, clean and hygienic including pest control measures rest with the Anna University, Regional Campus Madurai.
- iii) Proper maintenance, hygiene, cleanliness and presentation of the kitchen(s), their surroundings, and the specified and allotted service space,
- iv) service readiness of the staff - this should be given the top most priority, that the food cooked and served in the specified and allotted space and which shall not be served in any other place inside and/or outside the Institute campus.
- v) catering to a pre-specified demand of a large number of students and/or staff members, at mutually acceptable notice, when circumstances warranted.
- vi) that no construction, structural alterations or additional fittings within

the specified and allotted space shall be made or carried out without prior written approval from the competent authorities of the University.

- vii) that the necessary staff strength in each category of cooks, helpers, cleaners, etc. and their exact numbers, shall be furnished to **the Dean, Anna University, Regional Campus Madurai** before commencing the services.
 - viii) that no children are engaged in any manner whatsoever, in violation to the existing laws in any part or whole of the service operations.
 - ix) that no employee stays in the premises after his/her assigned working hours.
 - x) that all employees shall wear assigned uniforms given by the caterers during their service times and carry their identity cards at all times.
 - xi) The acceptable conduct and behavior of their employees, during their respective service times as well as during their presence inside the campus. It may be specially noted that smoking and consumption / distribution of liquor is strictly prohibited within the campus.
 - xii) that all the employees are free of communicable diseases. Medical Certificates to this effect shall be made available for inspection by the competent authorities of the University.
 - xiii) The payment of minimum wages to their employees as per the norms of the Government of Tamilnadu norms.
 - xiv) that all expenses related to the functioning of the employees engaged by the Contractor shall fall fully within the scope of the Contractor.
11. Each page of the tender document submitted by the contractor should be signed by the authorized signatory / the Contractor.
 12. Any conditional acceptance is liable for rejection of tender.
 13. The licensee shall bear all the expenses for running the said Hostel Kitchen and the licensor shall not in any manner be liable to reimburse the expenses so incurred.
 14. The bidder should have at least 10 years of experience in running the Hostel Kitchen by serving at least 1000 persons in a reputed organization in Tamil Nadu. Suitable documentary evidence is to be submitted along with the Tender application.
 15. The contractor selected for Hostel Mess will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and the utensils for serving the food.
 16. The personnel appointed by the tenderer must have proper and clean uniform for their identification. The personnel so appointed should have basic knowledge of personal hygiene and safe & clean methods of food handling, they should be of good character & decent behavior.
 17. The fuel to be used for cooking **will only be LPG** and shall be arranged by Anna University, Regional Campus Madurai.
 18. The Contractor should keep the Hostel Kitchen complex clean. If, at any point, the Hostel Kitchen, its premises are found to be unclean, the Contractor shall be held responsible and action deemed fit shall be taken by the Dean, Regional Campus Madurai, Anna University.

19. The Contractor shall bear all the expenses for running the Hostel Kitchen and the Anna University shall not in any manner be
 - i. Liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen while discharging their duty.
 - ii. The Contractor shall not be entitled to use the space allotted by the Anna University for any other purpose or business other than Hostel Kitchen.
20. The Contractor must possess the requisite valid license issued by the Competent Authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
21. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease /infectious diseases, and anybody found suffering from such has to be kept out of work till he/she is fully recovered.
22. There shall be no compromise on the quality of food prepared by the Contractor and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Dean, Anna University, Regional Campus Madurai and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
23. The Contractor will be responsible for such conduct of the persons engaged by him in the University, which will be conducive for maintaining the harmonious atmosphere in the Kitchen and will be responsible for any act of commission & omission of such persons.
24. The agency while submitting their tender form shall enclose certified Photostat copies of experience, Trade license essential for carrying out the activities under reference, license under Contract Labour Act, and any other documents in support of carrying out the activities under reference from Competent Authority.
25. The successful bidder / tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and rules framed thereunder and shall continue to hold it till completion of the contract.
26. All pages of the tender and related papers are to be duly authenticated by Tenderer or Authorized signatory on behalf of Tenderer.
27. The University Campus is a “**NO SMOKING ZONE**”, hence use of tobacco is prohibited.
28. The Contractor will vacate the Kitchen and hand over the possession of the premises on the expiry of this contract. If the Kitchen is closed due to any reason under the order of the Dean, Anna University, Regional Campus Madurai, then the Contractor will have to vacate the premises within 48 hours after receiving the notice thereof. If the Contractor fails to vacate the Hostel Kitchen premises on the stipulated date or on direction, then damage charges for the over stay at the rate of Rs.2000/- per day will be recovered from the Contractor out of the Security money. If Security deposit is

insufficient to recover damage charges then the same will be recovered through the Court of Law.

29. Security Money of the Contractor will be forfeited in case of breach of any condition stipulated herein.
30. For any dispute regarding quality / service and rates the decision of the Dean, Anna University, Regional Campus Madurai shall be final and binding to the Contractor.
31. In case of any dispute the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996" The arbitration shall be held in Madurai only and the court at Madurai only shall have jurisdiction in relation thereto.
32. No child labour shall be deployed.
33. Non disposable plastic items like cups, plates etc. should not be used.
34. The contract/tender, if awarded, shall be valid initially for one year from the date of award of contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, The **Dean, Anna University, Regional Campus Madurai** will reserve the right to terminate the contract. The period of the contract can be extended for a further period, at the discretion of the Dean, Anna University, Regional Campus Madurai, to a maximum of one year, on terms and condition of the University.

AGREEMENT:

- a). The successful tenderer shall execute an agreement for the fulfillment of the contract in stamp paper in the model form enclosed in Annexure III, within fifteen days from the date of acceptance of the tender.
- b). The Successful tenderer shall execute an agreement in stamp paper of value not less than Rs.100/- soon after the work order is issued.
- c). The expenses incidental to the execution of agreement shall be borne by the successful tenderer.
- d). The conditions stipulated in the agreement form shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the University and will entail recovery of any consequential loss from the successful tenderer.

SECURITY DEPOSIT:

- a) The successful tenderer will be required to remit the Security Deposit of Rs.10000/- within fifteen days from the date of receipt of communication/intimating them of the acceptance of the tenders. If the accepted tenderer fails to remit the security deposit within the above said period, the earnest money deposit remitted by him will be forfeited to the Anna University and his tender will be held void. **Work order** will be released after execution of the above contract by the successful tenderer and after remitting the security deposit by way of a demand draft drawn in favour of **The Dean, Anna University, Regional Campus Madurai**.
- b) The security deposit furnished by the tenderer, in respect of his tender will

be returned to him only at the end of the contract period subject to the satisfaction of the University.

- c) In the case of successful tenderer, the earnest money deposit, if paid, may be adjusted towards security deposit to be remitted by the tenderer.
- d) If the tenderer fails to act according to the tender or backs out when his tender is accepted, his security deposit mentioned above will be forfeited to the University.

| | |
|--------|--|
| DD No: | |
| Date: | |
| Bank: | |

Annexure I
TECHNICAL BID

PARTICULARS OF THE CONTRACTOR

- 1 Name :
2 Address, Telephone No. and Email ID :
3 In case of Proprietor/Partnership Firm :
4 PAN No :
5 GST No :

| Sl.No. | Name of the Proprietor/ Partners | Address with Telephone Nos. |
|---------------|---|------------------------------------|
|---------------|---|------------------------------------|

a.

b.

c.

Note: Partnership deed must be enclosed in case of partnership firm.

6. In case of Co-operative Society/Companies:

| Sl.No. | Name of the Chairman/MD/CEO/GM | Address with Telephone Nos. and Secretary |
|---------------|---------------------------------------|--|
|---------------|---------------------------------------|--|

a.

b.

7. Name and address of the person holding power of attorney in case of partnership firms / Co-operative society / company :
8. Labour license number provided by Labour Commissioner :
9. Details of Quality Certification, if any :
- 10.Registration/ License No.(s)
 - Under C.L.(R&A) Act. 1970 :
 - ESI Act. :
 - EPF Act :
 - Service Tax :
11. Details of past experience / present contracts: :
12. Bidders Solvency (Capital Employed) :
13. Turnover per annum :
14. No. of employees :
15. Any other information :

**PLEASE FURNISH A COPY OF AUDITED STATEMENTS / IT Returns
COPY OF DOCUMENTS IN SUPPORT OF THE PARTICULARS GIVEN ABOVE**

Place:

Signature of the
Contractor with Seal

Date:

Annexure II

FINANCIAL BID

Name of the Contract:

| S.NO. | Specification | No of Students | Amount (Rs.) |
|-------------------------|--|-----------------------|---------------------|
| Academic Year 2019-2020 | | | |
| 1. | Labour Contract rate for 1 month (inclusive of preparing food, serving food and cleaning the kitchen and utensil) | 250 to 300 | |
| | Transporting expenses to transport food from boys hostel to girls hostel including driver salary, maintenance and fuel expenses | | |
| Total Value (Rs.) | | | |
| Academic Year 2020-2021 | | | |
| 2. | Labour Contract rate for 1 month (inclusive of preparing food, serving food and cleaning the kitchen and utensil) | 301 to 450 | |
| | Transporting expenses to transport food from boys hostel to girls hostel including driver salary, maintenance and fuel expenses | | |
| Total Value (Rs.) | | | |

Annexure- III

TENDER FOR RUNNING HOSTEL KITCHEN ON A LABOUR CONTRACT ANNA UNIVERSITY, REGIONAL CAMPUS MADURAI

To
The Dean,
Anna University,
Regional Campus Madurai
Madurai - 19.

- 1) I/We, the undersigned do hereby tender and undertake to run Hostel Kitchen at Anna University, Regional Campus Madurai in strict accordance with and subject to the terms and conditions set forth or mentioned in the Tender documents and appendices.
- 2) I/We have gone through the instructions in the tender and carefully read all the conditions of tender and agree to abide by all the conditions mentioned therein.
- 3) I/We hereby state that I/we have remitted Rs.10,000/- (Rupees ten thousand Twenty Five Thousands only) in the form of Demand Draft/Bankers Cheque No. -----Dated : ----- drawn on----- Bank -----Branch, in favour of the Dean, Anna University, Regional Campus Madurai as Earnest Money Deposit and agree to have it forfeited to the Anna University in case of my / our failure to comply with the tender requirements.
- 4) I/We hereby certify that the prices offered in the price list is final and I/We will not come forward for any revision or alteration in rates quoted subsequently due to hike in prices or any other reasons. However I/we are aware of the university's right to negotiate the discount rate while evaluating the tender.
- 5) I/We confirm that our Tender is in conformity with terms & conditions as stipulated in the Tender Document and without any deviations whatsoever. I am/We are aware that our Tender is liable for disqualification in the event of deviations observed by the Dean, Anna University, Regional Campus Madurai at a later date during the process of evaluation of our Tender.
- 6) I/We further declare that the information and documents furnished in the Tender submitted by us are correct and genuine. I am / we are aware of the Dean, Anna University, Regional Campus Madurai right to forfeit the Earnest Money Deposit and / or Security Deposit and blacklisting me/us if, any information furnished by us is proven to be false at the time of inspection and not complying with the tender conditions.
- 7) I/We state that I/We have not been blacklisted or debarred from participating in tenders by any Central/State Government agencies or autonomous bodies or universities/institutions.
- 8) In the event of my/our tender becoming successful, I/We undertake and agree to forward to the Dean, Anna University, Regional Campus Madurai in (15) fifteen days, after the acceptance of the Tender.

- 9) We undertake and agree that we will not withdraw this Tender during the period that will be required for intimation of acceptance or non- acceptance as stipulated in the Tender document. If I / we do so withdraw, I/we shall forfeit the Earnest Money Deposit to Anna University. I/We agree to execute at our cost the Agreement in (15) fifteen days after the notification of the acceptance of our Tender has been received by us. In the event of our failing to make the Security Deposit or execute the Agreement in the said manner, the Earnest Money Deposit accompanying this Tender shall be forfeited to Anna University and this Contract shall in such case be considered as having been cancelled or terminated and I / we agree to be liable, irrespective of the forfeiture aforesaid for all damages, losses, costs, charges and expenses arising from or by reason of such failure and arrangements.
- 10) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other Institutions in India.
- 11) There is no Vigilance/CBI case or Court case pending against the firm.
- 12) I shall be vacating any space that may be provided to me by the University authorities to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

| | |
|-----------|------------------|
| Date: | Signature of the |
| Tenderer: | |
| Place: | Full name: |
| | Designation: |

As witness our hand this.....day of.....of

2020.

| | |
|-----------------------|------------------|
| Tenderer: | Signature of the |
| Address Company Seal: | Name & |

PURCHASER SUPPLIER

Witnesses:

1.