

অসম চৰকাৰ



COMPETITIVE BIDDING

Bidding Documents for  
**Hiring of Canteen and Catering Service provider for Office of the Labour  
Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati-781007**

Bid Ref. No.: LE.04/2024/177

(Date of Issue): 07.02.2026

**OFFICE OF THE LABOUR COMMISSIONER, ASSAM  
SHRAM BHAWAN,  
B.K. KAKOTI ROAD, ULUBARI  
GUWAHATI, ASSAM-781007**

Section II: Instructions to Bidders

Section-I: Notice Inviting Bids (NIB)

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**COMPETITIVE BIDDING**  
for Procurement of  
Catering/Canteen  
Services in Shram  
Bhawan

BidRef. No. LE-04/2024/177

Dated: 07/02/2026

1. The *Commissionerate of Labour, Assam* invite sealed Bids from eligible Bidders for *Catering /Canteen Services in Shram Bhawan*, as per following details:

Sl. No.	Brief Description of Non-Consultancy Services	CompletionPeriod/ Contract Period (in Months/Yrs)	Bid Security (Rs.)
1	For Hiring of Canteen and Catering Service provider for Office of the Labour Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati -781007	36 months	1,00,000/-

2. The Bidding Documents may be freely downloaded by interested eligible Bidders from the website <http://labourcommissioner.assam.gov.in>
3. The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
4. All Bids must be accompanied by a Bid Security of amount as mentioned in the table above in the manner as prescribed in the bid document.
5. Bids must be delivered to the address below on or before 25/02/2026 till 2 P.M. Electronic Bidding will not be permitted. Late Bids will be rejected.
6. The Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 25/02/2026 at 3 PM (IST).

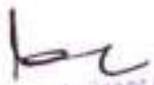
S/d

**Anant Lal Gyani, IAS**

**Labour Commissioner, Assam**

**Commissionerate of Labour, Assam**

**Shram Bhawan, B. K. Kakati Road, Ulubari, Guwahati, Assam-781007**

  
Labour Commissioner, Assam  
Guwahati-7

**Section II – Instructions to Bidders (ITB)**

**A. GENERAL**

**1. Introduction**

- 1.1 In connection with the Notice Inviting Bids (NIB) for Hiring of *Canteen and Catering Service provider* as **specified in the Section III - Bid Data Sheet (BDS)**, the Procuring Entity **as specified in the BDS**, has issued these Bidding Documents for the delivery of Services **as specified in Section V – Activity Schedule**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Procuring Entity, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- 1.4 The Bidder, may visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for performing the Services.
- 1.5 The Bidder shall bear all costs and expenditure incurred and /or to be incurred by it in connection with its bid including preparation, submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.6 The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date **as provided in the BDS**.

**2. Language of Bids**

- 2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language.

**3. Code of Integrity**

- 3.1 The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:
  - (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

## Section II: Instructions to Bidders

- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in—
  - a) tender process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any department by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including—

- (i) exclusion of the Bidder from the procurement process;
- (ii) calling off of pre-contract negotiations and forfeiture or encashment of bidsecurity;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Procuring Entity along with interest thereon at Commissionerate rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- (vi) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

## 4. Conflict of Interest

4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations

4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be

## Section II: Instructions to Bidders

considered to be in Conflict of Interest include, but are not limited to the following-

- a) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
  - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
  - c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
  - a) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;
- 4.3 The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
  - b) If they receive or have received any direct or indirect subsidy from any other Bidder;
  - c) If they have the same legal representative for purposes of the bid;
  - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
  - e) If they participate in more than one bid in the same bidding process;
  - f) If they have controlling partners in common;
  - g) If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;
- 4.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**
- 4.5 In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;
5. **Eligible Bidders**
- 5.1 Bidder shall be a natural person, private entity, government-owned identity or, any

## Section II: Instructions to Bidders

- combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.
- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any Bidder participating in the procurement process shall—
- 5.3.1 have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- 5.3.2 not be insolvent, in receivership, Bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- 5.3.3 not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5.3.4 not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 5.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, all Bidders shall provide a signed statement that the Bidder fulfils the eligibility requirements given in ITB Para 5.3;
6. **Bidders' Qualification**
- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.

## B. BIDDING DOCUMENTS

### 7. Content of Bidding Documents

- 7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 10.
- i) Section I Notice Inviting Bids (NIB)
  - ii) Section II Instructions to Bidders (ITB)
  - iii) Section III Bid Data Sheet
  - iv) Section IV Evaluation and Qualification Criteria
  - v) Section V Activity Schedule
  - vi) Section VI Bidding Forms
  - vii) Section VII General Conditions of Contract (GCC)
  - viii) Section VIII Special Conditions of Contract (SCC)
  - ix) Section IX Contract Forms
- 7.2 Unless downloaded directly from the Procuring Entity's website as specified in the Bid, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

## Section II: Instructions to Bidders

- 7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

### C. PREPARATION OF BIDS

#### 8. Documents Comprising the Bid

- 8.1 The bid shall be submitted offline in two parts (i.e., Technical Bid & Price Bid) by the bidder within due date and time. The Technical Bid shall consist of following documents.
- i) "Undertakings by the Bidder" as per format given in **Section VI: Bidding Forms (Form-B8)**
  - ii) "Bid Security" furnished as mentioned in the BDS
  - iii) Bidder's Certificate of Incorporation / Registration, Article and Memorandum of Association or any such registration document.
  - iv) Self-attested copy of PAN,
  - v) Self-attested copy of GST Registration Certificate.
  - vi) Audited Statement of Accounts for last three financial years ending on 31/03/2025.
  - vii) A minimum annual turnover of ₹1.0 (One) Crore in each of the last three financial years.
  - viii) Trade Licence from Guwahati Municipal Corporation.
  - ix) FSSAI Certificate.
  - x) The Bidder must possess an In-house restaurant.
  - xi) Additional documents, if any, as mentioned in BDS.

#### 9. Letter of Bid and Priced Activity Schedule

- 9.1 The Letter of Bid and Priced Activity Schedule shall be prepared as per the Forms furnished in **Section VI: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

#### 10. Alternative Bids

- 10.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

#### 11. Bid Prices

- 11.1 The prices quoted by the Bidder in the Priced Activity Schedule shall conform to the requirements specified below.
- 11.2 All Schedules / Lots (if any) and items thereunder must be listed and priced separately in the Priced Activity Schedule.

## Section II: Instructions to Bidders

- 11.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 11.4 The Bidder shall fill in rates and prices for all items of the Services described in the Activity Schedule in Section V. If Items for which no rate or price is entered by the Bidder, bid shall be treated as non responsive and shall be rejected.
- 11.5 The price to be quoted in the bidding form in accordance with ITB Para 12.1 shall be the total price of the bid.
- 11.6 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the Bid**. The bid submitted with adjustable price quotation shall be treated as non responsive and shall be rejected.
- 11.7 The prices shall be quoted as specified in the Form of Priced Activity Schedule given in **Section VI - Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in anyway limit the Procuring Entity's right to contract on any of the terms offered.
- 11.8 The Bidder shall quote Prices inclusive of all taxes and duties / GST payable on the services if the contract is awarded.
- 11.9 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided in the form of **Appendix-D** to the Contract.
- 12. Documents establishing the compliance of Non-Consultancy Services**
- 12.1 Standards of the Non-Consultancy Services specified by the Procuring Entity in the Activity Schedule, are intended to be descriptive only and not restrictive.
- 12.2 The Bidder may offer other standards, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V - Activity Schedule.
- 13. Documents establishing the eligibility and Qualification of the Bidder**
- 13.1 To establish Bidder's their eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Bid, included in Section VI - Bidding Forms
- 13.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in "**Section IV - Qualification and Evaluation Criteria**"
- 14. Period of validity of Bids**
- 14.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive
- 14.2 In exceptional circumstances, prior to the expiration of the bid validity period, the

## Section II: Instructions to Bidders

Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- 14.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

### 15. Cost of Bidding Documents

- 15.1 There is no cost of bidding documents and will be available in <http://labourcommissioner.assam.gov.in>

### 16. Bid Security

- 16.1 The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in the Bid.**
- 16.2 Bidders belonging to Scheduled Caste (SC), Scheduled Tribes (ST) Other Backward Classes (OBC) and any other class of Bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but, in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.
- 16.3 The bid security shall be in any of the following forms at the Bidder's option:
- (i) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Commissionerate in India; or
  - (ii) Commissionerate Guarantee issued by a Scheduled Commissionerate in India; or
  - (iii) Deposit through Digital mode **as specified in the Bid**; or
  - (iv) Any other form as specified in the Bid**
- 16.4 In case, bid security is submitted in form of Commissionerate Guarantee, it should be submitted either using the form provided in Section VI - Bidding Forms. The Commissionerate Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Commissionerate.
- 16.5 The Bid Security must remain valid for 28 days beyond the original or extended validity period of the bid.
- 16.6 Any bid not accompanied by a Bid Security as specified in ITB Para 16.2 and 16.4 and not secured as indicated in Para 16.6 shall be rejected by the Procuring Entity as non-responsive.
- 16.7 The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 16.8 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so **specified in the Bid.** Such Bidders are

## Section II: Instructions to Bidders

required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.

- 16.9 The Bid Security of unsuccessful Bidder shall be released within 30(Thirty) working days after signing of Agreement and deposit of performance security by the successful Bidder.
- 16.10 The Bid Security of successful Bidders shall be released within 30(Thirty) working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 41. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful Bidder furnishes the full amount of performance security, if **provided in the Bid**.
- 16.11 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all Bidders after the decision to cancel procurement process.
- 16.12 The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 16.13 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the Bidder withdraws or modifies its bid after opening of bids;
  - (b) when the Bidder does not deposit the required performance security within the specified period; and
  - (c) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 3.

## 17. Format and Signing of Bids

- 17.1 **Envelope A** - shall contain technical bid, RFP document fee and EMD amount and superscribed as "Pre-qualification cum Technical Bid for Hiring of Canteen and Catering Service provider for Office of the Labour Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati -781007".
- 17.2 **Envelope B** - shall contain price bid and superscribed as "Price Bid for Hiring of Canteen and Catering Service provider for Office of the Labour Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati -781007".
- 17.3 **Envelope C** - shall contain envelopes A & B and superscribed as "RFP for Hiring of Canteen and Catering Service provider for Office of the Labour Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati -781007"
- 17.4 The bidders are required to complete the form of RFP sign each page of RFP documents before submission, in token of having read and accepted the terms and conditions. The completed set of RFP should be addressed to:  
The Labour Commissioner, Assam, Shram Bhawan, BK Kakati Road, Guwahati -781007

## D. SUBMISSION AND OPENING OF BIDS

## 18. Sealing, Marking and Submission of Bids

*Section II: Instructions to Bidders*

- 18.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Procuring Entity.
- 18.2 The inner and outer envelopes shall have:
- a) name and complete address along with the mobile, telephone number and email address of the Bidder;
  - b) complete postal address of the Procuring Entity;
  - c) specific identification mark / Bid Ref. No. and subject matter of procurement;
  - d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents
- 18.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

**19. Deadline for Submission of Bids**

- 19.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the Bid**.
- 19.2 The date of submission and opening of bids shall not be extended except when—
- a) Sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
  - b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- 19.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended.
- 19.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

**20. Opening of Bids**

- 20.1 The sealed bid box shall be opened by the Bid Opening Committee constituted by the Procuring Entity at the time, date and place **as specified in the Bid** in the presence of the Bidders' authorized representatives who choose to be present, enabling them to watch the proceedings.
- 20.2 The Procuring Entity's officer authorized to receive bids shall also hand over all the bids received by him up to the time and date for submission of bids to the convener of the Bid Opening Committee and obtain the signature of the convener of the Committee in the bids receipt register.

*Section II: Instructions to Bidders*

- 20.3 Each bid received shall be opened by the Bid Opening Committee in the presence of the Bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed, indicating date and time, by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as 'a/n', where 'a' denotes the serial number at which the bid envelope has been taken for opening and 'n' denotes the total number of bids received by the specified time;
- 20.4 The Bid Opening Committee shall prepare a list of Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the Bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 20.5 All other envelopes shall be opened one at a time and the following details shall be read out and recorded-
- (a) The name of the Bidder and whether there is a substitution or modification;
  - (b) the bid security deposited; and
  - (c) any other details as the Committee may consider appropriate.
- 20.6 After all the technical bids have been opened, these shall be initialed and dated on the first page of each bid by the members of the Bid Opening Committee. Also the Price Bid marked as B shall be initialed and dated by the members of the Committee and will be opened only after technical evaluation of received bids. Alterations, corrections, additions, overwriting shall be initialed legibly to make it clear that such alterations, corrections, additions, overwriting existed in the bid at the time of opening.
- 20.7 No bid shall be rejected at the time of bid opening except the late bids, alternative bids if not permitted and bids not accompanied with the proof of bid security.
- 20.8 The Bid Opening Committee shall prepare a record of the proceedings of the bid opening that shall include the name of the Bidders and whether there is a withdrawal, substitution, or modification, any conditions put by Bidder and the proof of the payment of bid security. The members of the Committee shall sign the record noting the date.

**E. EVALUATION AND COMPARISON OF BIDS**

**21. Confidentiality**

- 21.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders
- 21.2 Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.
- 21.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the

bidding process, it should do so in writing.

**22. Preliminary Examination of Bids**

22.1 The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
- (b) that the bid has been sealed as per instructions in the Bidding Documents;
- (c) the bid is valid for the period, specified in the Bidding Documents;
- (d) that the bid is accompanied by due Bid Security;
- (e) that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
- (f) whether any other conditions specified in the Bidding Documents are fulfilled.

**23. Clarification of Bids**

23.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder in writing for clarification by a specific date regarding its bid specifically there in that if the Bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the Bidder there to shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;

23.2 Any clarification submitted by a Bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;

23.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;

23.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances; all communication generated as above shall be included in the record of the procurement proceedings.

**24. Immaterial Non-conformities in Bids**

24.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;

24.2 The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are his torical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid; the Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the Bidder under ITB Para 30.2.

**25. Determination of Responsiveness**

25.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid

## Section II: Instructions to Bidders

- submitted by the Bidder;
- 25.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-
- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 25.3 A "material deviation, reservation, or omission" is one that,
- (a) If accepted, shall:-
    - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Commissionerate or the obligation of the Bidder under the proposed contract; or
  - (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 25.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- 25.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

### 26. SubBidders

- 26.1 The Commissionerate does not intend to execute any specific elements of the Services by sub-Bidders

### 27. Evaluation of Bids

- 27.1 The Procuring Entity / Evaluation Committee shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 27.2 To evaluate a Bid, the Procuring Entity / Evaluation Committee shall consider the following:
- (a) Evaluation will be done for Items or Schedules/Lots (contracts), as specified in the **Bid**; and the Priced Activity Schedule as quoted in accordance with ITB Para 14.
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1
  - (c) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**
- 27.3 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule/Lot (contract)

*Section II: Instructions to Bidders*

combinations, including any discounts offered in the Letter of Bid Form as specified in Bid and in **Section IV- Evaluation and Qualification Criteria**

- 27.4 The evaluation of a bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder
- 27.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Services. The effect of the factors selected, if any, shall be expressed in numbers to facilitate comparison of bids, shall be **specified in Section IV - Qualification and Evaluation Criteria**.

**28. Comparison of Bids**

- 28.1 The Procuring Entity / Evaluation Committee shall compare all substantially responsive bids established in accordance with ITB 35.2 and the additional criteria for comparison of bid of substantially responsive bids as specified in **Section IV - Evaluation and Qualification Criteria**

**29. Qualification of the Bidder**

- 29.1 The Price Bid of only those bidders who are technically responsive/ qualified shall be opened for comparative evaluation on the date and time as specified in BDS.
- 29.2 As specified in "Section IV: Evaluation and Qualification Criteria" and the BDS, the evaluation shall be done for total items in the price schedule. Evaluation of L1 status shall be on aggregate of Group A,B,C,D & E. In case of tie, the bidder having highest average annual turnover in last three years shall be declared as the most preferred bidder.

**30. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**

- 30.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel/ annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. AWARD OF CONTRACT**

**31. Award Criteria**

- 31.1 Subject to ITB 38.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 31.2 The contract shall not be awarded to more than one Bidder by splitting the quantity as given in Activity Schedule.

**32. Notification of Award**

- 32.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Procuring Entity will pay the Service Provider in consideration of the Delivery / Performance of Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

*Section II: Instructions to Bidders*

- 32.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 32.3 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 40.1, requests in writing the grounds on which its bid was not selected.

**33. Performance Security**

- 33.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security amount as specified in BDS, in accordance with the GCC, using the Performance Security Form included in Section IX: Contract Forms, or another Form acceptable to the Procuring Entity and sign the contract.
- 33.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and /or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily provided the offered by it is reasonable.
- 33.3 The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.

**34. Signing of Contract**

- 34.1 Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement.
- 34.2 Within twenty-eight(28) days of receipt of the Letter of Acceptance, the successful Bidder shall sign, date, and return it to the Procuring Entity along with the performance security.

  
Labour Commissioner, Assam  
Guwahati-7

## Section III – Bid Data Sheet (BDS)

## Bid Data Sheet

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
<b>A. General</b>	
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: <i>[insert reference number of the Notice Inviting Bids]</i> The Procuring Entity is: <i>Commissionerate of Labour, Assam</i>
ITB 1.6	The Intended Completion Date is <i>[insert Intended Completion Date]</i>
ITB 7.2	<a href="http://www.labourcommissioner.assam.gov.in">www.labourcommissioner.assam.gov.in</a> <i>[name of website(s) where the Bidding Documents shall be officially published]</i>
<b>B. Bidding Documents</b>	
ITB 8.1	The Procuring Entity's address for the purpose of any clarification is: <i>Commissionerate of Labour, Assam, Shram Bhawan, B.K. Kakati Road, Ulubari, Guwahati-07</i> Requests for clarification should be received by the Procuring Entity no later than 5 working days
ITB 8.2	<a href="http://www.labourcommissioner.assam.gov.in">www.labourcommissioner.assam.gov.in</a> <i>[name of website(s) where the responses to clarifications requested by Bidders shall be officially published]</i>
ITB 9.1	Pre-Bid Meeting shall be scheduled: Yes  In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: <i>as under]</i> Name of contact person: S Alfred Vanjerusalemthar, Jr. Asst. (9401812171) Madhurjya Hazarika, Jr. Asst. (7002729774)  Contact Details : <a href="mailto:labourcommissionerassam@yahoo.com">labourcommissionerassam@yahoo.com</a> Address of Venue: Conference Hall, Shram Bhawan Time and Date:
ITB 10.2	<a href="http://www.labourcommissioner.assam.gov.in">www.labourcommissioner.assam.gov.in</a> <i>[name of website(s) where Amendment(s) shall be officially published]</i>
<b>C. Preparation of Bids</b>	
ITB 11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: <i>[list any additional document not already listed in ITB 11.1 that must be submitted with the Bid]</i>
ITB 13.1	Alternative Bids " <i>shall not be</i> " considered.
ITB 14.4	The price quoted by the Bidder shall be <b>fixed</b> during the Bidder's performance of the Contract and shall not be subject to variation on any account.
ITB 18.1	The bid validity period shall be <b>90</b> days.

Section III: Bid Data Sheet

ITB 19.1	Bid Processing Fee <i>not required.</i>
ITB20.1	The amount of Bid Security shall be <b>Rs. 1,00,000/-</b>
ITB20.4(c)	Bid Security deposit through digital mode is <b>"not permitted "</b>
ITB20.4(d)	Other acceptable forms of Bid Security: Demand Draft in favour of Labour Commissioner, Assam
ITB20.9	The bid security originally deposited by a Bidder shall be considered. <i>[in case the bids under reference are being invited again (re-bidding)]</i>
ITB20.11	The bid security <b>shall not be</b> adjusted with the amount of performance security required from him. The bid security of successful Bidder shall be refunded upon submission of the full amount of performance security by the successful Bidder.
ITB21.1	In addition to the original of the Bid, the number of copies is: <b>0</b>
ITB21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of attorney</b>
<b>D. Submission and Opening of Bids</b>	
ITB23.1	Procuring Entity's address for bid submission is Commissionerate of Labour, Assam, Shram Bhawan, B.K. Kakati Road, Ulubari, Guwahati-781007
	The deadline for Bid Submission is: <u>25.02.2026</u> till 2 P.M.(I.S.T)
ITB26.1	The bid opening shall take place at Conference hall, Commissionerate of Labour, Assam, Shram Bhawan, B.K. Kakati Road, Ulubari, Guwahati -781007. The date and time for Bid opening is: <u>25.02.2026</u> at 3 P.M.(IST)
<b>E. Evaluation and Comparison of Bids</b>	
ITB 34.1	The Commissionerate <b>does not intend</b> to execute certain specific parts of the Services by sub-Bidders selected in advance.
ITB35.2(a)	Bids will be evaluated for <b>"Cumulative of all Items / Schedules / Lots"</b>
ITB 41 (a)	<i>The performance security shall be of Rs 1,00,000 (One Lakh only) to be furnished by the bidder awarded the contract before signing of the contract i.e within 28 days from the date of issue of Letter of Acceptance.</i>

### Section IV – Evaluation and Qualification Criteria

*This Section contains all the criteria that the Commissionerate shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34, 35 and 36, no other factors, methods or criteria shall be used.*

#### 4.1 Evaluation (ITB35)

##### 4.1.1 Technical Evaluation (PART-I)

The Commissionerate shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Commissionerate shall go to the next stage of bidding:

To qualify, Bidders shall meet the following minimum qualifying criteria:

- a) The bidder must have a minimum annual turnover of ₹1.00 (One) Crore in each of the last three (03) financial years.
- b) The bidder must have successfully executed at least one similar work/order valuing not less than ₹15.00 (Fifteen) Lakh during the last three financial years. *(Copies of Work Order and Completion Certificate/Performance Certificate from the client shall be submitted.)*
- c) The bidder must be registered with the Commissioner of Employees' Provident Fund (EPF) and shall have a valid EPF Registration Number.
- d) The bidder must be registered with the Commissioner, Employees' State Insurance Corporation (ESIC) and shall have a valid ESIC Registration Number.
- e) The bidder must possess a valid and up-to-date Labour Licence issued by the competent authority under the applicable labour laws.
- f) The bidder must be empanelled / engaged in at least two (02) service contracts with Government / Government-owned / Government-controlled entities.
- g) The bidder must be a business entity in continuous operation for a minimum period of three (03) years as on the date of publication of the Notice Inviting Bid.
- h) The Bidder must possess an In-house restaurant.

The Bidder shall include the following information and documents with their Bids:

- a) annual audited financial statements, including profit & loss statements for last 3 (three) financial years;
- b) qualifications and experience of key site management and technical personnel proposed for the Contract;
- c) credit line / Letter of Credit / Certificate from Its Commissionerate for meeting the fund requirement for execution of Services.
- d) Bidders should have valid certificate from the Health Department/ Food Safety and Standards Authority of India (FSSAI) for Hotel / Catering Services.
- e) The bidder should provide registration certificate under the Commissioner of Employees' Provident Fund (EPF).
- f) The bidder should provide registration certificate under the Commissioner, Employees' State Insurance Corporation (ESIC).
- g) The bidder must provide a valid and up-to-date Labour Licence issued by the competent authority under the applicable labour laws
- h) The bidder should provide proof of registration of GST, IT & PAN

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Gurwahati-7

**Section-V: Activity Schedule****5.1 Activity Schedule****5.1.1 Group A: Tea and Snacks (9.30 AM to 5 PM)**

Sl.	Item	Quantity	Estimated Base Price
1	Milk Tea	150ml	10
2	Milk Coffee	150ml	15
3	Vegetable Sand wich/Vegetable Cutlet (Stand ard Size)	1 piece	50
4	Boiled cake (Stand ard Size)	1 piece	20
5	Dhokla/ Samosa/Kachori (Stand ard Size)	1 piece	25
6	Pastry/Cake (Stand ard Size)	1 piece	50
7	Vegetable Pattie (Stand ard Size)	1 piece	30
8	Milk Tea/Coffee+ Biscuits 2 piece (nutrichoice type)	1 cup	20

**5.1.2 Group B: High Tea (9.30 to 5 PM)**

Sl.	Item	Quantity	Estimated Base Price
1	Milk Coffee/Milk Tea	150ml	15
2	Chicken Cutlet/Chicken S and wich/Chicken Pattie	1 piece	75
3	Vegetable chop/Aloo Chop/Vegetable Cutlet/ Vegetable Pattie	1 piece	30
4	Milk Coffee/Milk Tea +Cookies+ Kalakan	1 plate	50
5	Salted Kaju	6 pieces	50
6	Gulab Jamun / Kaju Barfi (Stand ard Size)	1 piece	25

**5.1.3 Group C: Working Lunch (Veg) (12 PM to 3 PM)**

Sl.	Item	Quantity	Estimated Base Price
1	Rice(good quality Aijong)	200 gm	70
2	Dal fry /Dal Makhni /Tarka	150 gm	
3	Mixed vegetable (seasonal)	100 gm	
4	Chapattis	2 piece	
5	Salad	50 gm	
6	Papad	1 piece	
7	Pickles	20 gm	
8	Gulab Jamun /Custard	50 gm	25
9	Paneer Butter Masala /Matar Paneer/ Shahi Paneer	100 gm	100

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Labour Commissioner, Assam  
Guwahati-7

Section VI: Bidding Forms

5.1.4 Group D: Working Lunch (Non-Veg) (12 PM to 3 PM)

Sl.	Item	Quantity	Estimated Base Price
1	Rice(good quality Aijong)	200 gm	70
2	Dal fry/Dal Makhni/Tarka	150 gm	
3	Mixed vegetable(seasonal)	100 gm	
4	Chapattis	2 piece	
5	Salad	50 gm	
6	Papad	1piece	
7	Pickles	20 gm	
9	Gulab Jamun/ Ice Cream/Custard	50 gm	25
8	Chilli Chicken/ Chicken Curry/Chicken Butter Masala or Fish Curry/Fish Tenga/ Fish Kalia	100 gm	100

5.1.5 Group E: Mini Meal (Veg /Non-Vegetarian- on demand ) (9.30 to 5 PM)

Sl.	Item	Quantity	Price
1	Veg Chowmien	1plate	50
2	Non Veg chowmein	1 plate	80
3	Chole Bhotere	1 plate	50
4	Pav Bhaji	1plate	50
5	Puri - 4 Nos (120 gms) with Aloo abji(150gms)	1plate	50
6	Upma/Poha	1 plate	40
7	Single Omlet with 2 Bread slice	1 plate	40
8	Aloo Paratha 1 No. - 150 gms	1 plate	40
9	Egg Omelet/Egg bhurji/ Boiled Egg	1 plate	25
10	Bread- Butter- Jam (20 grams)	1 plate	30

Schedule of Menu Rates for Organising Official Meetings and Events under the Commissionerate of Labour, Assam

5.1.6 Group F: Normal Tea

Sl. No.	Item	Estimated Rate inclusive of GST
1	Tea / Coffee	100/-
2	Cookies	
3	Salted Kaju	

5.1.7 Group G: High Tea

Sl. No.	Item	Estimated Rate inclusive of GST
1	Tea / Coffee	195/-
2	Cookies	
3	Veg Cutlet/ Veg Sandwich/ Veg Spring Roll/ Veg Roll	
4	Paneer Finger/ Paneer Pakoda/ Satay Paneer/ Cheese Balls	
5	Kalakand/ Kaju Barfi/ Gulab Jamun/ Boiled Cake	

Section VI: Bidding Forms

**5.1.8 Group H: Medium Veg Buffet**

Sl. No.	Item	Estimated Rate inclusive of GST
1	Green Salad	385/-
2	Mix Veg (Seasonal)	
3	Roti	
4	Steamed Rice	
5	Pickle	
6	Papad	
7	Chutney	
8	Dal Fry / Dal Makhani / Dal Tadka	
9	Gulab Jamun / Caramel Custard	
10	Paneer Butter Masala / Shahi Paneer / Kadhai Paneer	

**5.1.9. Group I: Medium Non-Veg Buffet**

Sl No	Item	Estimated Rate inclusive of GST
1	Green Salad	540/-
2	Mix Veg( seasonal)	
3	Roti	
4	Steamed Rice	
5	Pickle	
6	Papad	
7	Chutney	
8	Dal fry/ Dal makhani/Tadka	
9	Gulab Jamun/ Caramel Custard	
10	Paneer Butter Masala/ Shahi Paneer/kadhai Paneer	
11	Chilli Chicken /Chicken Butter Masala/Chicken Curry Home Style	
12	Fish Kalia/ Fish Curry/ Fish Tenga	

**5.1.10 Group J: Special Veg Buffet**

Sl No	Item	Estimated Rate inclusive of GST
1	Green Salad	550/-
2	Mix Veg/ Kadhai Veg./Saute Veg/Veg Jhalfrezi	
3	Roti	
4	Steamed Rice	
5	Veg Pulao/Peas Pulao/ Jeera Rice	
6	Achaar, Papad, Chutney	
7	Yellow Dal/ Moong Dal Tadka/ Mati Dal	
8	GulabJamun/ Caramel Custard/ Rosgulla	
9	Plain Curd	
10	Paneer Butter Masala/Kadhai Paneer/Shahi Paneer/Paneer Butter Masala	

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Labour Commissioner, Assam  
Guwahati-7

Section VI: Bidding Forms

5.1.11 **Group K: Special Non-Veg Buffet**

Sl No	Item	Estimated Rate inclusive of GST
1	Green Salad	770/-
2	Mix Veg/ Kadhai Veg./Saute Veg/Veg Jhalfrezi	
3	Roti	
4	Steamed Rice	
5	Veg Pulao/Peas Pulao/ Jeera Rice	
6	Achad, Papad, Chutney	
7	Yellow Dal/ Moong Dal Tadka/ Mati Dal	
8	Gulab Jamun/ Caramel Custard/ Rosgulla	
9	Plain Curd	
10	Paneer Butter Masala/Kadhai Paneer/Shahi Paneer/Paneer Butter Masala	
11	Chicken Kasa/ Chicken Butter Masala/Chicken Curry Home Style/Kadai Chicken	
12	Fish Kalia/ Fish Mustered/ Grilled Fish/ Fish Curry	

5.1.6 **BRANDS OF CONSUMABLES PERMISSIBLE**

Sl	Item	BRAND
1	Salt	Tata, Annapurna, Nature fresh
2	Sugar	Mawana, Dhampure, Brand ed Equivalent Quality
3	Spices	MDH, MTR, Everest, Shakti, Catch
4	Tomato Sauce	Maggi, Kissan, Heinz
5	Oil(Except Soybean Oil)	Sundrop, Nature Fresh, Godrej, Saffola
6	Pickle	Mother's or Priya or Tops
7	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
8	Butter	Amul, Britannia
9	Bread(brown bread, multigrain and white),Pav	Harvest, Britannia, Perfect, English Oven
10	Jam	Kissan, Top, Heinz
11	Milk	Amul, Mother Diary
12	Paneer	Amul, Mother Diary
13	Tea/Tea Bags	Brook bond, Lipton, Red Label, Tata
14	Coffee	Nescafe, Bru
15	Biscuits	Britannia /Parle /Haldiram/Unibic/Sunfeast/Mcivitics/Patanjali
16	Mineral Water	Bisleri, Bailey
17	Besan, Maida, Dals	Rajdhani, Brand ed First Quality
18	Semolina	Rajdhani, Brand ed First Quality
19	Daliya, Poha	Rajdhani, Brand ed First Quality
20	Custard Powder	Brown &Polson, Weikfield, Pillsbury
21	Basmati Rice/Aijong Rice	Kohinoor, India Gate, Brand ed First Quality

**Note: Any other food item, brand to be used in the canteen only after approval from the Commissionerate.**

*Section VI: Bidding Forms*

**Section VI – Bidding Forms**

**6.1 Letter of Bid<sup>1</sup>**

*The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Date: [insert date (as day, month and year) of Bid Submission]

Bid Ref. No.: [insert number of bidding process]

To: [insert complete name of Procuring entity]

- i. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders (ITB10);
- ii. We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB4;
- iii. We offer to supply in conformity with the Bidding Documents and in accordance with the Completion Schedules specified in the Activity Schedule the following Services  
:insert a brief description of the Services;
- iv. The total price of our Bid is specified in the Priced Activity Schedule.
- v. Our bid shall be valid for a period fixed from the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- vi. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- vii. We are not participating, as a Bidder or as a sub Bidder, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB13;
- viii. We, along with any of our sub Bidders, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- ix. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents
- x. We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- xi. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the

<sup>1</sup>The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).

Section VI: Bidding Forms

- Central Government or the State Government or any local authority;
- xii. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- xiii. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- xiv. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- xv. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

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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

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Labour Commissioner, Assam  
Guwahati-7

Section VI: Bidding Forms

**6.2 Bidder Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and /or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Organizational chart, alis to Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document as required in BID

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Labour Commissioner, Assam  
Guwahati-7

*Section VI: Bidding Forms*

**N.B.**

- i. Evaluation of L<sub>1</sub> status shall be on aggregate of Group A, B, C, D & E.
- ii. All garbage / debris / waste to be disposed of to Municipality garbage point at the cost of the successful bidder.
- iii. Canteen and Catering service shall be closed during Govt. Holiday except under specific order from Labour Commissioner.
- iv. No additional construction / alteration shall be done without consent from authority.
- v. Electricity charges shall be borne by successful bidder. The successful bidder shall install submeter at his cost in consultation with Labour Commissioner or as directed by the Labour Commissioner.

  
Labour Commissioner, Assam  
Guwahati-7 ✓

**6.3 Form of Priced Activity Schedule**

*The Bidder shall fill in the Form in accordance with the instructions indicated. The list of Schedule No. / Lot No. in column 1 shall coincide with the List of Services specified in the Activity Schedule.]*

1	2	3	4	5	6=4x5	7	8 = 6+7
Schedule No./ Lot No.	Description of Services	Unit	Rate per unit	Quantity	Total Price without Tax	GST Rate %	Total Price (inclusive of GST)
Group A (Tea and Snacks)	Tea and Snacks 1. Milk Tea 2. Milk Coffee	150 ml 150 ml	Rs 10.00 Rs 20.00	1 1			
Group B							
Group C							
Group D							
Group E							
<b>Total Bid Price</b>							

Signature and seal of Bidder's authorized signatory

Note:

1. The form needs to be customized as per the nature of service.
2. GST shall be payable at applicable rate against valid GST invoice.

Labour Commissioner, Assam  
Gowahati-7

*Section VI: Bidding Forms*

**6.4 Proforma for Other Details of Bidder and its Bank**

1. Name & full address of the Bidder :
2. (a) Telephone & FaxNo :  
(b) Email
3. Bank details from where the Bid Security has been issued:
  - (i). Name and address of the Bank
  - (ii). Name of the contact Person
  - (iii). Phone number/Mobile
  - (iv). Fax Number
  - (v). Email address

**Signature and seal of the Bidder**

  
Labour Commissioner, Assam  
Guwahati

**Section VII - General Conditions of Contract :**

**1. General Provisions**

**1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Commissionerate;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, **as named in SCC**;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
- (f) "Commissionerate" means the party who employs the Service Provider **as specified in SCC**.
- (g) "GCC" means these General Conditions of Contract;
- (h) "Government" means the Government of Assam;
- (i) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Commissionerate under this Contract;
- (j) "Party" means the Commissionerate or the Service Provider, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Service Provider or by any SubBidder as employees and assigned to the performance of the Services or any part thereof;
- (l) "Service Provider" is a person or corporate body whose Bid to

Section VII – General Conditions of Contract

provide the Services has been accepted by the Commissionerate as **specified in SCC**;

- (m) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Commissionerate
- (n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Commissionerate.
- (p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (q) "SubBidder" means any entity to which the Service Provider sub contracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India.

**1.3 Language** This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Commissionerate or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit by the Govt. of Assam.**

The Service Provider shall permit the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Site and /or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Auditors appointed by the Govt. of Assam, if requested. Any act of the Service Provider

Section VII – General Conditions of Contract

that intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures)

**1.8 Taxes and Duties**

The Service Provider, Sub Bidders, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been include in the Contract Price.

**1.9 Code of Integrity**

The Commissionerate and all officers or employees of the Commissionerate, whether involved in the procurement process or otherwise, or Service Provider and their representatives participating in a procurement process or other Persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity. Govt. of Assam prescribes to the Commissionerate and Service Provider to uphold the Code of Integrity, which prohibit officers or employees of a Commissionerate or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in-
  - a) tender process or to secure a contract;
  - b) disclosure of Conflict of Interest;
  - c) discloser by the bidder of any previous transgressions with

Section VII – General Conditions of Contract

any entity in India or any other country during the last three years or of any department by any other Procuring Entity

- d) during the last three years or of any department by any other Procuring Entity

In case of any breach of the Code of Integrity by a Service Provider or a prospective Service Provider, as the case may be, the Commissionerate/Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including

- a) exclusion of the Service Provider from the procurement process;
- b) recovery of payments made by the Commissionerate along with interest thereon at Commissionerate;
- c) cancellation of the relevant contract and recovery of compensation for loss incurred by the Commissionerate;
- d) department of the Service Provider from participation in future procurements of the Govt. of Assam for a period not exceeding three years.

**2. Commencement, Completion, Modification, and Termination of Contract:**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

**2.2 Commencement of Services**

- (a) **Program:** Before commencement of the Services, the Service Provider shall submit to the Commissionerate for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- (b) **Starting Date:** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

Section VII – General Conditions of Contract

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time :** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

  
Labour Commissioner, Assam  
Guwahati-7

## 2.6 Termination

### 2.6.1 By the Commissionerate

The Commissionerate may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or with in any further period as the Commissionerate may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or Bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Commissionerate has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

### 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty(30) days' written notice to the Commissionerate, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Commissionerate fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Commissionerate shall make the following payments tothe Service Provider:

- (a) remuneration pursuant to Clause 6 for Sercive satisfactorily performed prior to the effective date of termination;
- (b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the personnel.

**3. Obligations of the Service Provider**

**3.1 General:** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Commissionerate, and shall at all times support and safeguard the Commissionerate's legitimate interests in any dealings with SubBidders or third parties.

**3.2 Confidentiality** The Service Provider, its Sub Bidders, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Commissionerate's business or operations without the prior written consent of the Commissionerate.

**3.3 Insurance to be taken out by the Service Provider :** The Service Provider (a) shall take out and maintain, and shall cause any SubBidders to take out and maintain, at its (or the SubBidders', as the case may be) own cost but on terms and conditions approved by the Commissionerate, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Commissionerate's request, shall provide evidence to the Commissionerate showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.4 Service Provider's actions requiring Commissionerate's prior approval :**

The Service Provider shall obtain the Commissionerate's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and SubBidders"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.**

**3.5 Reporting Obligations**

The Service Provider shall submit to the Commissionerate the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.6 Documents prepared by the Service Provider to be the Property of the Commissionerate**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Commissionerate, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Commissionerate, together with a detailed inventory thereof. The Service Provider may retain a copy of such

Section VII – General Conditions of Contract

documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

**3.7 Liquidated Damages**

- 3.7.1 Payments of Liquidated Damages** of The Service Provider shall pay liquidated damages to the Commissionerate at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.**The Commissionerate may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.7.2 Correction for over payment.** If the Intended Completion Date is extended after liquidated damages have been paid, the Commissionerate shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.7.3 Lack of performance penalty.** of If the Service Provider has not corrected the Defect within the time specified in the Commissionerate's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in **Sub-Clause 7.2 and specified in the SCC.**
- 3.7.4 Performance Security** The Service Provider shall provide the Performance Security to the Commissionerate within 28 days of issue of Letter of Award. The Performance Security shall be issued in an amount and form and by a Commissionerate or surety acceptable to the Commissionerate. The performance Security shall be valid until a date 45 days from the Completion Date of the Contract in case of a Commissionerate guarantee.

**4. Service Provider's Personnel**

- 4.1 Description of Personnel** of The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and SubBidders listed by title as well as by name in Appendix C are hereby approved by the Commissionerate.

  
Labour Commissioner, Assam  
Guwahati-7

**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Commissionerate may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Commissionerate finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Commissionerate's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Commissionerate.
- (c) The Service Provider shall have no claim for additional costs arising out of incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Commissionerate**

**5.1 Assistance and Exemptions**

The Commissionerate shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Commissionerate shall make available to the Service Provider the Services and Facilities listed under Appendix E.

**6. Payments to the Service Provider**

**6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all SubBidders' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price payable is **set forth in the SCC.**
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC,** the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a Commissionerate guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Commissionerate specifying the amount due.
- 6.5 Dayworks**
- 6.5.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Commissionerate has given written instructions in advance for additional services to be paid in that way.
- 6.5.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Commissionerate. Each completed form shall be verified and signed by the Commissionerate representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.5.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.5.2

## 7. Quality Control

- 7.1 Identifying Defects** The principle and modalities of Inspection of the Services by the Commissionerate shall be as **indicated in the SCC.** The Commissionerate shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Commissionerate may instruct the Service Provider to search for a Defect and to uncover and test any service that the Commissionerate considers may have a Defect. Defect Liability Period is as **defined in the SCC.**
- 7.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The Commissionerate shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Everytime notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Commissionerate's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Commissionerate's notice, the Commissionerate will assess

Section VII – General Conditions of Contract

the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8

**8. Settlement of Disputes**

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.



Labour Commissioner, Assam  
Guwahati-7

**Section VIII - Special Conditions of Contract**

- 8.1.1 The Bidder shall have to serve Breakfast, Lunch, Snacks & beverage which include Tea, Coffee and cold drink etc to the employees. The Bidder shall also provide snacks & beverages to the participating members of various meetings conducted in Board Rooms & Conference Rooms in the buildings or in any other office as per the rates provided in SECTION V (Activity Schedule), Sub-Section 5.1.6 to 5.1.11 as and when required.
- 8.1.2 Similarly, the Bidder may be required to serve additional food, beverages, etc. for the staff/guests of the Commissionerate on intimation to be given at least 2 hours in advance. The Bidder may also be required to provide Special Lunch as per requirement of the Commissionerate. Due notice for such occasions will be given by the Commissionerate in advance. Extra items supplied on demand of Commissionerate in addition to the prescribed menu, shall be charged separately by the Bidder as per RFP rates
- 8.1.3 The Commissionerate does not guarantee any definite volume of work or the minimum turnover in the food consumption at canteen or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and / or confirm any right to the Bidder to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- 8.1.4 A weekly menu should be prepared in advance and hand ed over to the Commissionerate the preceding week. Once approved, the menu for each day of the week will be displayed by the Bidder every morning on the Notice Boards provided in the canteens and strictly adhere to the menu so displayed. Any alternations/additions in the service items should be strictly carried out based on the recommendation received from the Commissionerate. Needless to add, a change in the type of each item served is expected daily during the week and care should be taken, not to repeat it at lease for a fortnight. A Notice Board showing the list of approved food items, its quantity and price shall be displayed in the canteen prominently.
- 8.1.5 The food must be served fresh, warm/hot as the case may be. No outside/leftover cooked food shall be served in any subsequent meal. No artificial coloring agent shall be added to any of the food items. Also, the food cooked should be sufficient. If any staff of the Commissionerate is unable to get food due to insufficient quantity cooked, the Bidder shall have to make immediate alternate arrangements.
- 8.1.6 Bidder should ensure proper cleaning and maintenance of utensils like plate, spoon, glass etc before serving the food.
- 8.1.7 The Bidder shall be asked to do special catering assignments from time to time, for special occasions for which additional payment shall be involved. These shall be negotiated on a case to case basis.
- 8.1.8 The Bidder shall maintain a feedback register for employees/guests in the Canteen of the building premises availing the canteen services on the quality/quantity of the food supplied. Any issue to be

Section VIII: Special Conditions of Contract

resolved immediately.

- 8.1.9 The Bidder shall visit and examine the site and satisfy as to the nature and correct dimensions of catering work and facilities for obtaining material / labour cost and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the Bidders in connection with obtaining information for submitting this bid including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.
- 8.1.10 The Bidder shall provide sufficient workers comprising of Skilled Supervisor, Cook with helper, worker for washing utensils and waiters. The Bidder should have provision to increase the number of employees according to requirement of the Commissionerate. The sufficient number of workers shall be decided as per instructions of the Commissionerate. All persons employed by the Bidder shall be engaged by him as his own employees in all respects.
- 8.1.11 The Bidder shall also comply with all Rules, Acts and Regulations made by the State Govt. / Central Govt. from time to time pertaining to the contract, including all labour laws.
- 8.1.12 Identity card should be issued by the Bidders to all the contract staffs deputed on Commissionerate's site. All contract staff deputed by the Bidder at Commissionerate's site should have in possession identity card issued by the Bidders.
- 8.1.13 The Bidder should render catering services at his cost and shall be responsible for the good conduct and performance on the part of his personnel and the Bidder shall be deemed, for all legal and contractual purposes, as the Employer of the said persons engaged by him and such persons shall not have any claim for employment in the Commissionerate now or at a future date. The Bidder should obtain an undertaking from his employees to this effect.
- 8.1.14 The Bidder shall provide proper uniforms with name badges and company logo to all his personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. Cooks, Helpers, Servers, Supervisors, Waiters, Cleaners etc. The uniforms should be clean and well turned out at all times.
- 8.1.15 The Bidder shall maintain all registers required under various Acts,
- 8.1.16 The Bidder shall comply with the provisions as regards provisions of first aid facilities, weekly off, attendance allowance etc as contained in the contract labour (R&A) Act-1970 and other applicable laws as amended from time to time.
- 8.1.17 The Bidder shall be solely responsible for the redressal of grievances /resolutions of disputes relating to persons deployed by him. The Commissionerate shall, in no way, be responsible for settlement of such issues what so ever. The Commissionerate shall not be responsible for any damages, losses, claims, financials or other injury to any person deployed by Bidder in the course of their performing the functions/duties or payment towards any compensation.
- 8.1.18 For all intents and purposes, the Bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed by him in the canteen of the Commissionerate. The persons so deployed by the Bidder in the Commissionerate shall not have

Section VIII: Special Conditions of Contract

- claims for any master and servant relationship nor have any principal and Agent relationship with or against Commissionerate.
- 8.1.19 The personnel deployed by the Bidder shall be the employees of the Bidder and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of Commissionerate during the contract and after expiry of the contract.
- 8.1.20 The Bidder shall ensure that all / any employee(s) showing any fever or symptom of any contagious / communicable disease shall be immediately quarantined and not allowed to come in contact with the food chain or other food hand lers until they get a fitness certificate from the Commissionerate's approved doctor. The Bidder shall also have to arrange periodic medical check-up of its employees on his own costs and share the reports with the Commissionerate.
- 8.1.21 The Bidder shall, before commencement of the contract, obtain an Insurance Policy with comprehensive third-party liability, to cover the injuries/life of his employees. A copy of the same shall be submitted to the Commissionerate.
- 8.1.22 Any liability arising out of accident or death of any personnel, employed by the Bidder, while on duty shall be borne by the Bidder.
- 8.1.23 Bidder shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Commissionerate due to the Bidder's negligence and poor/under performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Commissionerate, or in particular to any property or plant belonging to the Commissionerate, due to any act, whether negligent or otherwise, of the Bidder or his employees. The decision of the Commissionerate regarding such failure of the Bidder and their liability for the losses, etc. suffered by the Commissionerate, and the quantification of such losses, shall be final and binding on the Bidder.
- 8.1.24 The Bidder shall reimburse the Commissionerate for any damages, losses, charges, costs or expenses suffered or incurred by Commissionerate. The total sum claimed shall be recoverable from the Bidder as aforesaid shall be deducted from the Security Deposit, furnished by the Bidder. Should this sum also be not sufficient to cover the full amount claimed by the Commissionerate, the Bidder shall pay to the Commissionerate on demand the remaining balance of the aforesaid sum claimed.
- 8.1.25 The Food served by the Bidder shall be of good quality and hygienic. The authorized persons of the Commissionerate may at any time take samples thereof free of cost, for the purpose of inspection and Commissionerate's decision regarding desirability or quality of the articles/foods offered for consumption shall be final.
- 8.1.26 Vegetables, fruits, other perishables, dry foods and other raw materials should be of high quality and be procured from reputed dealers / shops. The Bidder shall arrange for their purchases on his own and shall bear all expenses in connection with such purchases including its transportation to the place of delivery.
- 8.1.27 The perishable items like vegetables, milk, products/sweet etc should normally be purchased on the day required. These may, at the most, be purchased on the previous evening only to the extent they can be stored in the refrigerator. If required, Vendor shall arrange cooking of Non vegetarian items also with prior intimation of 4 hours.

Section VIII: Special Conditions of Contract

- 8.1.28 The Bidder shall arrange for periodic microbiological test of food items at the Bidder's cost and the reports shall be shared with the Commissionerate. If the Bidder fails to do so, the Commissionerate shall arrange for such tests and shall recover the cost from the Bidder.
- 8.1.29 Before using the raw materials and other ingredients for cooking, the Bidder shall ensure their quality and wholesomeness. The Commissionerate reserves the right of free access through its authorized representative(s) to inspect the canteen, stores, equipments, ingredients used for cooking, cooking arrangements and the finished eatables for ensuring their wholesomeness, cleanliness, quality and quality at all times without any prior notice. The Commissionerate will have absolute right to reject any one or all the cooked or raw items if it does not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Bidder.
- 8.1.30 The workers in the kitchen and dining hall should be clean, healthy and free from any disease. The Bidder shall ensure that waiters and workers are in uniform (Hand Gloves, Caps & Dress etc.) while on duty and that they are civil, sober and honest in their dealings with the employees and guests of the Commissionerate. The cost of supply and washing uniforms etc., will be borne by the Bidder.
- 8.1.31 The Bidder shall maintain a register showing names and addresses of the persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Officer-in-Charge or any other persons so authorized by the Commissionerate.
- 8.1.32 The Bidder shall arrange, through the Commissionerate's Security Department, on the advice of the Officer-in-Charge, to issue identity cards bearing photographs of the canteen employees for gate entry and these shall be exhibited prominently during working hours. The canteen staff shall also be liable for search on entry / exit.
- 8.1.33 The Bidder shall be provided kitchen equipments namely Refrigerator, Hot Case, Tea-Coffee Dispenser with separate containers for Tea & Coffee (no. of unit as per requirement), Microwave Oven, etc. at the commencement of the contract. The cutlery, crockery, Gas Stove, Bulk Cooker, Containers for cooking, mixture, Grinder, storage units and other equipment required as per menu, Electrical Kettle and Utensils will also be arranged by the Bidder. The Bidder shall be responsible for the safe custody of any items provided by the Commissionerate and shall take care of the said articles/equipment as a bailee, in terms of the Indian Contract Act and return them in good working order and condition to the Commissionerate on or earlier termination of contract. The Bidder shall be responsible for any loss or damage, other than normal wear & tear and breakages to any furniture, fittings, stores, utensils, cutlery, crockery or any other goods or articles kept in the said premises by the Commissionerate. The Commissionerate, at its discretion, may assess the quantum of loss or damage other than normal wear and tear and the cost of said loss or damage will have to be borne by the Bidder and Commissionerate shall have the right to deduct from the Security Deposit of the Bidder. The decision of the Commissionerate in this behalf shall be final and binding on the Bidder.
- 8.1.34 The Bidder shall use the LPG for cooking range and other similar equipments. The use of charcoal, firewood, coke or fuel of any kind shall be done only with the prior permission of the Commissionerate. The Bidder/s have to bear the cost of LPG fuel (including transportation cost) and cost of fuel for chef-in dishes. Water shall be provided by the Commissionerate at free of cost.
- 8.1.35 The Bidder shall keep a proper inventory of the items placed at its disposal by the Commissionerate and the same shall be verified by the Bidder along with the representatives of the Commissionerate. The daily and periodical maintenance and service of all articles/equipment shall be the responsibility of the Bidder. The cost of replacement/repair and servicing of all equipments due to normal wear & tear shall be borne by the Commissionerate during the currency of the contract.

Section VIII: Special Conditions of Contract

- 8.1.36 The Bidder 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 and drainage systems are washed and cleaned in hygienic way as directed by the Commissionerate. Maintenance of offsite kitchen, onsite kitchen, serving area, dining halls and cleaning & washing areas will be the responsibility of the bidder.
- 8.1.37 Cleanliness and hygiene is of utmost importance. The kitchen must be washed, cleaned, disinfected and kept spic and span at all times. The Bidder should arrange for proper and frequent up keep of the Dining Hall, Kitchen area, common area, adjacent area out the kitchen and washing area. This will also be required to be done immediately after any service is rendered.
- 8.1.38 The Bidder shall not use or allow to use the Canteen Premises or any part thereof for dwelling purposes or any other purpose other than for the purposes of preparation, storing and servicing and shall not allow any outsiders to loiter in and around the building without valid authority or shall not act in any manner so as to cause any nuisance or annoyance or disturbance to the Commissionerate or the personnel employed at the Commissionerate.
- 8.1.39 The Bidder shall also not use or allow to use any facility, appliances, equipment provided by the Commissionerate to him for any purpose other than providing canteen services as per the Commissionerate's requirement.
- 8.1.40 The Bidder shall alone bear all taxes, rates, charges, levies or claim what so ever as may be imposed or levied by the State / Central Government or any local body or authority for and in connection with the rendering of catering services. Similarly, the Bidder shall bear all costs and expenses and stamp duty in respect of all documents that may be entered into with the Commissionerate.
- 8.1.41 The Bidder shall make regular and full payment of Wages / Salaries and other payments to the employees as per Minimum wages Act of Central / State Govt. and furnish necessary proof, as and when demand ed by the Commissionerate / concerned department of Central, State and local Government Agencies.
- 8.1.42 On termination of this agreement the Bidder shall discontinue to use the canteen Premises of the Commissionerate and hand over vacant and peaceful possession the same together with the fixtures, equipments and article in good condition to the Commissionerate.
- 8.1.43 The Bidder shall be responsible to keep the premises allotted to him neat, clean and tidy in accordance with the health bye-laws of the State and shall be liable to bear any penalty imposed by those authorities in the event of his failure to comply with their by-laws.
- 8.1.44 Any worker or representative of the Bidder in the premises of Commissionerate shall be liable for suspension or dismissal by the Bidder on the direction to that effect by the Canteen Committee of the Commissionerate for disobedience or misconduct and the Bidder shall accept the direction of the Commissionerate in this respect as final and binding. The Commissionerate shall not in any way, be liable in respect of any claim for compensation of damages made by the affected workers or representative(s) and the Bidder shall keep the Canteen Committee of the Commissionerate indemnified.
- 8.1.45 Water would be supplied to the Bidder free of charge. Generally, the Bidder shall not use electricity for cooking purposes. However, the supply and cost of the electricity / gas for cooking purpose and the replacement thereof shall be the responsibility of the Bidder. A separate electricity meter will be

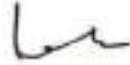
Section VIII: Special Conditions of Contract

provided for this purpose. Only commercial Cooking gas is allowed. In case of failure at any stage, the Bidder will be responsible for legal action if imposed by any Local State/Central Authorities.

- 8.1.46 Any Tax or Duty levied by local State Govt. or Central Govt. pertaining to catering will be borne by the Bidder. However, GST will be borne by the Commissionerate.
- 8.1.47 The Bidder shall provide and maintain the hygienic condition of Dining hall, kitchen & food containers for Raw material/Vegetables. To dispose of waste material of food, big garbage bags shall be provided by the Bidder who will segregate the garbage in dry / wet form separately as per the norms of State Govt. The disposing of the garbage related to catering out of Commissionerate is also the responsibility of Bidder on daily basis.
- 8.1.48 On expiry or earlier termination of this agreement, the Bidder including his workers and agent shall vacate the Commissionerate premises. The Bidder shall be entitled to remove/ take away various items/raw materials belonging to the Bidder without in any way causing any damage to the said premises and the Commissionerate's property thereon.
- 8.1.49 On expiry or earlier termination of the agreement, the Bidder shall give to the Commissionerate, licenses and permits, if any, then in force, relating to the running of the Canteen and give all assistance in his power for getting the said licenses and permits transferred to the Commissionerate or its nominee and in the event of the said licenses and permits being so transferred, the Commissionerate shall pay to the Bidder fair proportion of the cost thereof for the un-expired period in the said licenses and permits.
- 8.1.50 Any sum of money due and payable to the Bidder (including Security Deposit refundable to the Bidder) under this Contract may be appropriated by the Commissionerate and set off against any claim of the Commissionerate for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Bidder with the Commissionerate. Subject to as hereinafter mentioned, the Commissionerate does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and / or confirm any right to the Bidder to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him.
- 8.1.51 If the Bidder is required to perform any service in addition to those specifically provided for in the Contract and the annexed schedule of Bidder's remuneration, the same will be paid at the rates as fixed by mutual agreement.
- 8.1.52 The question whether a particular service is or is not covered by any of the services specifically described and provided for in the Contract, or is or is not auxiliary or incidental to any of such services, shall be decided by the Commissionerate and the decision shall be final and binding on the Bidder.
- 8.1.53 All questions relating to the performance of the obligations under this agreement and to the quality of ingredients used in preparing the food and beverages and all the disputes and differences which shall arise either during or after the agreement period or other matter arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Canteen Committee whose decision shall be final, conclusive and binding on the bidder.
- 8.1.54 The Bidder shall not assign or enter into sub contract in respect of any part of the work without Commissionerate's consent.

Section VIII: Special Conditions of Contract

8.1.55 Commissionerate/ representatives/ authorized persons reserves the right to conduct audit Bidder's books of account relating to the work undertaken under the contract. Commissionerate reserves its right to exit from the contract or cancel the contract in the event the Bidder /his employees /staff /personnel act detrimental to Commissionerate's interest or if any of the representations/ undertaking made by the Bidder is found to be incorrect/ fake.



Labour Commissioner, Assam  
Gurwahati-7

**Section IX - Contract Forms**

  
Labour Commissioner, Assam  
Guwahati-7

**1.**

**Letter of Acceptance**

*[on letterhead paper of the Commissionerate]*

..... date.....

To: *[insert name and address of the Service Provider]*

Subject: *Contract No. ....*

This is to notify you that your Biddated \_\_\_\_\_ *[insert date of bid submitted by the bidder]* for the execution of \_\_\_\_\_ *[insert brief description of Non-Consultancy services]* against Bid Invitation Ref. No. \_\_\_\_\_ *(insert Bid Ref. No.)* is hereby accepted by the Commissionerate in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days form issue of this letter in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized Signature:.....

Name and Designation of Signatory:.....

Name of  
Commissionerate:.....

  
Labour Commissioner, Assam  
Guwahati-7

**2.**

**Form of Contract**

*[letterhead paper of the Commissionerate]*

This CONTRACT (hereinafter called the "Contract ") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Commissionerate]* (hereinafter called the "Commissionerate") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

**WHEREAS**

- (a) The Commissionerate has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract and Special Conditions of Contract attached to this Contract (herein after called the "Services");
- (b) the Service Provider, having represented to the Commissionerate that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

Now therefore the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and constructed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule.



Labour Commissioner, Assam  
Guwahati-7

**2. Performance Security  
Bank Guarantee**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated ]*

**Beneficiary:** *Labour Commissioner, Assam*     **Date:** *\_[Insert date of issue]* **PERFORMANCE GUARANTEE No.:** *\_[Insert guarantee reference numbe]* **Guarantor:** *\_[Insert name and address of place of issue, unless indicated in the letter head]*

We have been informed that *\_[insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *\_[insert reference number of the contract]* dated *\_[insert date]* with the Beneficiary, for the Services of *\_[insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *\_[insert amount in figures]* (*\_[insert amount in words]*), such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .....Day of ....., 2026, and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

  
Labour Commissioner, Assam  
Guwahati-7

**END**