

GOVERNMENT OF ASSAM
OFFICE OF THE RESIDENT COMMISSIONER: ASSAM BHAWAN
No.1, S.P. MARG, CHANAKYAPURI: NEW DELHI – 110021
Phone: 011-26877111 / 26116444, Fax: 011-26117059
Email ID: rcofficeassambhawan@gmail.com

No.RC/E(HK)92/2013/

Dated New Delhi, the 29th August, 2017

Subject : Request for Expression of Interest (EOI) for restaurant serving Assamese food at Assam Bhawan, New Delhi.

Sealed Expression of Interest (EOI) are invited from reputed firms / agencies / companies having valid licenses with experiences in the field of running restaurant & for providing catering services at Assam Bhawan, No.1, Sardar Patel Marg, Chanakyapuri, New Delhi – 21.

1. Organisation : O/o Resident Commissioner, Assam Bhawan, No.1, Sardar Patel Marg, Chanakyapuri, New Delhi.-21
2. Description of work : Running a restaurant for Assamese cuisine
3. Period of contract : 11(eleven) months
4. Availability of Expression of Interest : 10th Sept / 2017 to 14th Sept / 2017
EOI form / Terms of Reference (ToR)
5. Last date for EOI / ToR submission : 4th Oct 2017 (4 pm)
6. Date for opening EOI :
4th Oct 2017 (5 pm)

The draft terms of Reference may be collected from the Additional Liaison Officer, Office of the Resident Commissioner, Government of Assam, Assam Bhawan, No.1, Sader Patel Marg, Chanakyapuri, New Delhi – 110021 during office hours and can be downloaded from Assam Govt website www.assam.gov.in

For any other query, Deputy Secretary to the Government of Assam, General Administration Department & Officer on Special Duty, Assam Bhawan, and New Delhi may be contacted in phone number 011-26877111.

(Rwitticka Kalita)
Commissioner and Secretary to the Government of Assam
General Administration Department &
Resident Commissioner, Assam Bhawan, New Delhi

Provisional Terms of Reference

The Resident Commissioner, Assam Bhawan, No 1 Sardar Patel Marg, Chankyapuri, New Delhi – 110021, is desirous of renting out an area of 1452 sqft for a restaurant providing Assamese food for customers as well as staff & guests of Assam Bhawan/House, New Delhi.

TERMS OF REFERENCE:-

1. Qualification and experience:-

The catering contractor can be an individual or registered firm or incorporated Company of repute in providing food and beverages, including *authentic Assamese cuisine*, and preferably having a minimum of 5 years of experience in providing such services.

2. Tenure of Contract:-

1. The tenure of contract shall be for a period of 11 months from date of commencement of work under the present catering contract, which may be extended for another period of 1 (one) year, at the sole discretion of the Resident Commissioner, Assam Bhawan. If found unsatisfactory contract will be terminated with 30 days notice.
2. For renewal of the contract, catering contractor has to apply for renewal, a minimum of 30 days before the expiry of the tenure of the contract. The discussion of the Resident Commissioner be communicated to the catering contractor within a period of 15 days and before the expiry of the contract.
3. The work under the catering contract shall have to be commenced within 1 (one) month of signing of the contract.
The contractor shall be liable to vacate the premises forthwith, immediately at the end of the tenure of the catering contract.

3. Scope of work :-

1. It shall serve food to guests from outside who wants to eat assamese cuisine as per requirements of guests and staff. The restaurant shall also be for serving of food and beverages requirements for the in-house guests and other officials of the Government of State of Assam at Assam Bhawan.
2. The food and beverages to be provided shall be as per the standard menu and the rates as per rates approved by the Resident Commissioner, for in house guests.

For officials and staff working at Assam Bhawan, New Delhi the catering contractor will provide a subsidized flat rate for standard meals

3. An approved ala-carte menu shall also be allowed to be operated for guests other than in-house guests and same shall also be required to be approved by the Resident Commissioner;

(iii) Sale or consumption of alcohol or tobacco in the premises of Assam Bhawan by the catering contractor, or anyone acting under his authority, is strictly prohibited. For any violation of this clause, the catering contract shall be liable to be terminated forthwith and additionally penal action as per law would be initiated against the catering contractor and /or concerned person;

(iv) The Resident Commissioner or any other officer authorized by the Resident Commissioner may require the contractor to cater for parties and conferences held in the Assam Bhawan at the rates to be decided on mutually agreed terms, subject to a maximum extra charge of up to 15% above the in-house rates for the items provided;

(v) The catering contractor will be solely responsible for collecting payments directly from the guests towards food and beverages supplied to them at the dining hall and through "room service".

4. **Infra-structure:-**

(i) Furniture & equipment etc. :-

The catering contractor shall himself make available the furniture, serving trolleys and other equipment's to be used in the Restaurant and shall also bear the cost of normal repairs and replacement of the same. The catering contractor shall ensure that the furniture, serving trolleys and other equipment are always kept in a clean and hygienic condition. The catering contractor shall at all times provide tableware items of cutlery and crockery including cups, saucers, plates, spoons, serving trays, forks, jugs for water or any other items as required and the replacement thereof from time to time at his cost as may be required for the efficient service of food, snacks, tea etc., to the guests at the Assam Bhawan premises.

(ii) Engagement of staff :-

- (a) The catering contractor shall provide at his own cost and expenses sufficient and competent staff, including Managers, Supervisors, Stores/Accounts Clerks, Cooks, Pantry Man, Waiters, Attendants, Helpers etc., as may be reasonably required to efficiently run the Restaurant, and shall give their professional guidance and supervision to the work;
- (b) On completion of the contract period or on termination of the catering contract, the catering contractor will also ensure that all the persons engaged by him are removed/withdrawn from the premises forthwith and will settle their accounts by paying all the legal dues as required under the provision of various labour laws. In case of any disputes arising out of on account of any matter related to his employees, it will be the sole responsibility of the catering contractor to pay his employees all the legal dues;
- (c) The catering contractor shall engage personnel who are in its opinion competent, possess suitable experience, and are honest and trustworthy. The catering contractor will depute people of only good background to do the work at the Restaurant. The Caterer shall of his own select, recruit and employ its workforce and the Assam Bhawan shall in no manner be associated with this process. In recruiting its workforce, the catering contractor shall also endeavor to recruit / employ natives from State of Assam, as far as practicable, without compromising on quality of service. The Contractor/Caterer will maintain and show the Resident Commissioner, Assam Bhawan or its representatives on demand, all employment documents (like appointment letter, bio-data, I-card etc) in respect to his employees.

All assigned personnel shall be persons employed by catering contractor and shall ensure that, with respect to the personnel, compliance of all the provisions as applicable labour laws/regulations and any and all other applicable legislation and shall also maintain all records/registers/books as may be statutorily required there under and shall, as and when required, provide such aforesaid records/registers/books for inspection by the authorized personnel of Assam Bhawan.

- (d) For removal of doubts, it is clarified that the person(s) so engaged by the catering contractor will have no claim or right whatsoever to be absorbed in the employment at Assam Bhawan at any time or under any circumstances or

for any reason whatsoever. The catering contractor shall be solely liable for the employment or non-employment of his workforce. In case, any dispute is raised by their employee, the catering contractor shall personally defend and indemnify the Assam Bhawan in respect of any consequence thereof. The catering contractor shall issue Entry passes to its employees deployed by it for the premises of the Assam Bhawan.

- (e) On the occurrence of any injury to catering contractor's employees, the catering contractor shall comply with the statutory requirements in notifying the authorities within the time stipulated therein and shall also inform the Resident Commissioner of Assam Bhawan of the incident. The Caterer will at all times keep the Assam Bhawan effectively indemnified against any liabilities under the Workmen's Compensation Act 1923, ESI Act (if applicable) or any other enactments/statutory provisions of laws applicable or made applicable and amendments thereof. The catering contractor is responsible and liable for all acts, deeds, misdeeds and conduct of his employees, servants, agents, managers, supervisors and other staff whether stationed at the Assam Bhawan premises or otherwise and the catering contractor agrees to fully indemnify the Assam Bhawan from any loss, damage or consequence arising out of the act, deed, misdeed or conduct of such employees, servants, agents, managers and supervisors and other staff.
- (f) All catering contractor's personnel working in the premises of Assam Bhawan shall be properly identified by their uniforms and badges (different color than those worn by the Assam Bhawan employees), which must be worn by them at all times while on Assam Bhawan premises. The catering contractor and his employees shall observe and abide by all fire, safety and security regulations of the Assam Bhawan. The Caterer will ensure that his employees do not remain on the premises beyond their normal working hours without specific approval of Resident Commissioner, Assam Bhawan or any other authorized Officer. Any unauthorized presence on the premises beyond normal working hours will not be acceptable and the catering contractor upon receipt of complaint will have to withdraw such employees from working in the Assam Bhawan premises.
- (g) All workers employed by the catering contractor shall be medically fit for handling food and certified for fitness before employment and every six months thereafter to be examined by a registered medical practitioner of the Assam

Bhawan. The decision of the Assam Bhawan Medical Advisor is final in this regard to the fitness of the catering contractor's employee will be final. No member of the catering contractor's staff shall be below the age of 18 years.

- (h) The catering contractor will obtain requisite license from the licensing authority under Contract Labour (R&A) Act, 1970 according to the number of workers engaged by him and get and aforementioned license renewed from time to time as and when due from the appropriate authority and will keep valid and produce the same when called upon to do so.

(iii) Maintenance of hygiene in storage and quantity and quality of the food items:-

- (a) The quantity and/or weight of the item of eatables, tea/coffee/etc. to be supplied as hereunder by the catering contractor shall be as laid down and suggested by the authorized official of the Assam Bhawan from time to time..
- (b) All materials required by the catering contractor for preparation of food, meals, tea, beverages, and snacks etc, will be purchased by the catering contractor. All items of food, raw materials for food purchased will have to confirm to the standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act(s) applicable and as far as possible shall have the standards/branded bearing the mark "Agmark", ISI as applicable. All materials required by the catering contractor for preparation of food, raw materials for food purchased will have to confirm to the known standards/brands and specifications as laid down and suggested by the authorized official of the Assam Bhawan from time to time. Any violation of the Food Adulteration Act will be the sole responsibility of the catering contractor.
- (c) The grains and provisions, meat, fish and poultry etc. will be purchased from reputed suppliers, preferably from suppliers approved by the Resident Commissioner, Assam Bhawan, or any authorized official. The Resident Commissioner, Assam Bhawan or any authorized official will be at liberty to inspect the materials brought by the catering contractor at any time and also to reject any sub-standard items of materials which will be at the cost of the catering contractor.

(d) It will be the responsibility of the catering contractor to store the stock of materials purchased by him in a neat, tidy and hygienic manner. The containers should be airtight. The catering contractor hereby agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the Assam Bhawan and/or its employees. The Resident Commissioner, Assam Bhawan will not be responsible for any loss or damage done or caused to the catering contractor's stock, materials, etc., while they are stored within the Assam Bhawan premises.

(iv) Obligation of catering contractor to provide effective management of the Restaurant:-

(a) The catering contractor will have a competent Dietician-cum-Manager on the premises at all times who shall represent the catering contractor in his absence. The catering contractor will visit the establishment once a week for overall supervision and ensure the smooth functioning of Restaurant including hygienic/neat conditions in Restaurant, regularity of employees. Any absence of the staff mentioned for more than a day will have to be suitably replaced, failing which the Assam Bhawan will have no alternative but to make alternative arrangement and debit the cost to the catering contractor.

(b) The catering contractor shall engage supervisors to supervise the work of his employees. If in the opinion of the Resident Commissioner, Assam Bhawan any Supervisor is found unsuitable, the catering contractor shall be liable to change the supervisor.

(c) The catering contractor shall be responsible for maintaining hygiene and keeping the Restaurant premises and facilities used by it in neat and clean hygienic condition. The Resident Commissioner, Assam Bhawan or his representatives will be at liberty to inspect such premises and facilities and may call upon the catering contractor to maintain the facilities in a neat and clean manner. In case of failure of the catering contractor in complying as aforesaid, the Resident Commissioner, Assam Bhawan has right to penalize the catering contractor up to Rs. 2,500/- per instance in relation to storage and quality food items, quantity of food, cleanliness and hygiene or default or lapse in following the instruction given to him by the concerned officer/s of the Assam Bhawan.

(d) The space provided by the Assam Bhawan to the catering contractor for the purpose of operating the Restaurant, in

the premises of the Assam Bhawan shall be used by the catering contractor only for the purpose of operating Restaurant and for no other purpose whatsoever. For the removal of any doubt, it is expressly provided that the Assam Bhawan premises shall not be used by the catering contractor for any purpose other than as provided under this agreement.

5. **Status of catering contractor:-**

Nothing contained herein shall be construed as creating a monthly tenancy or creating any interest in favor of the catering contractor in respect of the Restaurant and other premises used by the catering contractor in connection with the purpose of this catering contract. The status of the catering contractor will be only of a 'licensee' and not 'lessee' or 'tenant'.

6. **License Fee:-**

A monthly license fee of Rs. 50,000.00 (Rupees fifty thousand) only shall be charged to the catering contractor under the present catering contract to be deposited in (*.....give bank account details*) by 10th day of every calendar month in the name of Resident Commissioner, Assam Bhawan, New Delhi. The catering contractor shall be liable to pay other statutory charges, including electricity and water usage charges, which shall not form part of the license fee.

7. **Security Deposit:**

The catering contractor shall deposit with the Resident Commissioner, Assam Bhawan interest free a security equivalent to Rs. 5 lakh (Rupees five lakh only) The security deposit is to be paid by way of A/c payee crossed Demand Draft or irrevocable Bank Guarantee from a Nationalized / Scheduled bank to be valid until returned (under normal circumstances three months beyond the expiry period of the contract) duly discharged by the Assam Bhawan. The Assam Bhawan shall have the right to forfeit deduct out of the above deposit any amount which the catering contractor may become liable hereunder and shall refund the balance money to the catering contractor on the termination of this catering contract. Be it clarified that amount of security as deposited will be maximum liability of the catering contractor for any violation or failure to discharge any obligation contractual or statutory hence the Assam Bhawan can forfeit the payment to be made to the catering contractor for discharge of his any obligation.

8. **Obligation of Caterer on cessation of contract:-**

On the cessation of this catering contract, the catering contractor shall forthwith discontinue to use and hand over peacefully, possession to the Resident Commissioner, Assam Bhawan of the said Restaurant, and any other premises, together with fixtures and articles therein as per inventory, in good condition and also shall give up his right in favor of the Resident Commissioner, Assam Bhawan all license(s) and/or permit(s) in force, and give all assistance towards getting the said license(s) and/or permit(s) transferred to the the Resident Commissioner, Assam Bhawan or its nominees.

8. **Payment of Taxes:-**

The catering contractor shall be wholly responsible for payment of any and all taxes under GST and the existing or future Laws, acts, Rules, Orders, Notifications etc, issued by the Central or State Governments or any local authority, or body in respect or in connection with supplies and that the Resident Commissioner, Assam Bhawan shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future.

9. **Termination prior to tenure of contract:-**

- (a) In the event of the catering contractor committing a breach of any of the terms and conditions of this catering contract, the Assam Bhawan shall be entitled, subject to other rights available to it under this catering contract, to terminate this contract immediately without notice without assigning any reasons. In such event, the catering contractor shall be liable to vacate and hand over exclusive possession of the Restaurant to the Resident Commissioner, Assam Bhawan within 24 hours of such termination.
- (b) The Resident Commissioner, Assam Bhawan can also terminate the catering contract immediately on the occurrence of any event which, in the exclusive opinion of the Resident Commissioner, Assam Bhawan, necessitates the termination of this catering contract forthwith. In such event, the catering contractor shall be liable to vacate and hand over exclusive possession of the Restaurant to the Resident Commissioner, Assam Bhawan within 24 hours of such termination.
- (c) The Resident Commissioner, Assam Bhawan shall have a right to terminate the catering contract by giving one month's notice in writing to the catering contractor without assigning any reason during the period of this agreement. In such event, the catering contractor shall be liable to vacate and hand over exclusive possession of the Restaurant to the Resident

Commissioner, Assam Bhawan, immediately at the end of the notice period.

10. Jurisdiction of Court:

The contract agreement shall be governed by the Indian Law in force and the High Court of Delhi in New Delhi alone will have jurisdiction to deal with matters arising there from

FORMAT - I

Sl. No.	Particulars	
1.	Experience in assignments of similar nature	
2.	Organisation Type (Pvt. Ltd./ Corp./ Proprietor)	
3.	Experience in carrying out similar assignments in Government Organisation	
4.	Experience in carrying out similar assignments in Public Sector.	
5.	Annual Turnover (in Rs.)	
6.	ITR filed for last two years	
7.	GSTN	
8.	Present Employees strength	
9.	Whether Police verification certificate of all staff kept on record.	

Date /Signature of
Applicant :

FORMAT - II

EXPERIENCE DETAILS

Overview of past experience in Related fields				
Sl. No.	Location of works	Name of Organisation	Contract Period	Name and Contact No. of Clients

Date & Signature of the applicant

