



सत्यमेव जयते

DR BHUPEN HAZARIKA REGIONAL GOVERNMENT FILM AND TELEVISION INSTITUTE
(A Government of Assam Institution)

Approved by AICTE, New Delhi :: Affiliated to SCTE, Assam
Sila, Changsari, Guwahati-781101, Assam, E-mail: rgftiassam@gmail.com

EXPRESSION OF INTEREST (EOI) DOCUMENT

FOR

“Operation of Hostel Canteen/Catering Services at DBHRGFTI, Sila, Changsari”

IMPORTANT DATES

Date of issue/uploading of EOI Document	1 st August, 2023 at 11:00 AM
Start Date & Time for Submission of EOI	1 st August, 2023 at 3:00 PM
Closing Date and Time for submission of EOI Document	18 th August, 2023 at 2:00 PM
EOI Processing Fee	Rs. 2,000/- (Non-Refundable) To be deposited in the form of DD infavour of ‘Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute’ payable at Amingaon.
EMD Amount	Rs. 20,000/- (Refundable) To be deposited in the form of DD infavour of ‘Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute’ payable at Amingaon.
Place, Date & time of Opening of Bids	18 th August, 2023 at 2.30 PM at Open Lobby, 1st Floor, Academic Building of Dr. Bhupen Hazarika Regional Government Film and Television Institute, Sila, Changsari, Guwahati-781101, Assam.

Sd/-
Director,
Dr. Bhupen Hazarika Regional Government Film and Television Institute



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EXPRESSION OF INTEREST (EOI)

The Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute invites Expression of Interest (EOI) from experienced, interested and eligible firms/ individual /proprietor /agencies for **“Operation of Hostel Canteen/Catering Services at DBHRGFTI”** in the Institute Campus at Sila, Changsari, Guwahati-781101, Assam.

DETAILS ARE AS FOLLOWS:

Maintenance charges	: Maintenance charges of Rs. 2,000/- (Lump Sum) per month has to pay to the Institute for regular maintenance of Canteen and its surroundings in the form of DD.
Electricity & Water charges	: Electricity & Water Charges of Rs. 1,500/- (Lump Sum) per month has to pay to the Institute in the form of DD.
Eligibility Criteria	: The applicant Should have a minimum of 3 years of experience in Catering business which has been operational for the past 3 years. Preference will be given to parties already operating catering services in other educational Institutions or establishment. Copies of all necessary documents required (i) Up to date FSSAI License, (ii) Establishment Registration, (iii) Up to Date GST Return Certificate, (iv) Valid Trade License from Municipality, (v) PAN Card, (vi) Proof of a minimum Annual Turnover of at least Rs. 2.00 Crore in average per year during the last three FY i.e. 2020-21, 2021-22 & 2022-23, (vii) Valid Labour License, (viii) Bank Soundness Certificate, (ix) ESIC/EPF Registration Certificate, (x) EMD and cost of EOI, etc., should be submitted along with the EOI document for Technical Bid. There should be no legal suit, criminal case pending or contemplated against the proprietor of the shop or the firm on grounds of moral turpitude or for violations of any of the laws in force.
Period of Contract	: Initially for 6 Months from the date of Award of Work. Based on satisfactory performance the contract may be extended for another period of 1 & 1/2 year, i.e. 2 years in Total
Period of Extension	: After 2 years, the contract may be extended annually upto 3 years maximum. Every year of extension shall be considered only on satisfactory performance /service. Institute may at its discretion consider for extension of contract period subject to the party agreeing to the same terms and conditions of the EOI Document.

Sd/-
Director,
Dr. Bhupen Hazarika Regional Government Film and Television Institute

IMPORTANT INSTRUCTIONS FOR SUBMISSION OF EXPRESSION OF INTEREST

i. e. Technical and Financial Criteria

The following pre-qualification Self-attested photocopy documents are to be submitted along with the EOI. Please note that EOI Documents received without any of the following documents, may render the EOI Document invalid and the price bid shall not be opened: -

- a) The applicant must be resident of India and any one of the following documents mentioned shall be submitted as a proof of residence & identity namely: -
 - (i) Passport
 - (ii) Ration Card
 - (iii) Voter Identity Card
 - (iv) Aadhaar Card
- b) Self-attested photocopy of Ownership Document of the existing Firm/Establishment.
- c) Documents in support of 3 years of catering Experience, Certified copy of Establishment Registration/Document/Proof that the applicant has a minimum of 3 years' experience.
- d) Certified Documentary Proof/Experience Certificate/Work Order that the applicant is operating Catering services in other educational Institutions or establishment. (if any)
- e) One self-attested Passport size photograph(s) of the individual/group of individuals as the case may be should be pasted on the EOI document.
- f) A Self-declaration to the effect that the firm/individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law / Registered with Police **(ANNEXURE -I)**.
- g) EMD and cost of EOI Processing Fee.
- h) Certified copy of upto date FSSAI License.
- i) Certified copy of upto date GST Return Certificate.
- j) EPF, ESIC Registration Certificate
- k) Upto Date Labour License
- l) Bank Soundness Certificate
- m) PAN Card
- n) Proof of a minimum Annual Turnover of at least Rs. 2.00 Crore in average per year during the last three FY i.e. 2020-21, 2021-22 & 2022-23.
- o) The prospective bidders are to submit the Technical Criteria and Financial Criteria in 2 (two) Separate Sealed envelopes Super scribing each of them separately as "Technical Criteria" and "Financial Criteria". Both the sealed envelopes are to be put in a Single Envelope Super scribing the envelope as: "EOI for Operation of Hostel Canteen/Catering Services at DBHRGFTI, Sila, Changsari".

A. EXPRESSION OF INTEREST (EOI) INFORMATION

- 1. EOIs for selection of Agency/Vendor for 'OPERATION OF HOSTEL CANTEEN/CATERING SERVICES AT DBHRGFTI CAMPUS' are invited by the Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute as per the Terms and Conditions of the EOI document.**
2. Bidders/Vendors/Agency can download the document pertaining to EOI from Institute website at <https://dbhrgfti.assam.gov.in>. Bidders /Vendors/Agency are required to submit the EOI along with all relevant documents in the Tender box provided at the Academic Building of the Institute at DBHRGFTI, Sila, Changsari.
3. For further details regarding Amendment /Addendum / Corrigendum please visit website: <https://dbhrgfti.assam.gov.in>
4. In the event, the date of opening of the Bids being declared as a closed holiday for the Institute, the due date for opening of EOI shall be the following working day at the appointed time.
5. Agencies are required to sign on all pages of the EOI document and submit the same along with the bid.
6. The EOI shall be valid for a period of 180 days from the date of opening of Technical portion.
- 7. The Institute shall have the right to reject any EOI without assigning any reason thereof. No correspondence will be entertained in this regard.**
8. Please note that, this EOI does not bind the Institute for award of Work Order.
9. Payment of the approved Agency for providing Supplies/Services at DBHRGFTI shall be made through DD.
10. The Director, DBHRGFTI reserves all rights to make any changes in terms and conditions of the EOI and also to reject any or all EOI received without assigning any reason thereof.
11. Settlement of disputes – Director, DBHRGFTI or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.
12. The courts at Guwahati alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this EOI / contract. It is specifically agreed that no court outside and other than Guwahati High Court shall have jurisdiction in the matter.
13. Institute reserves the right to terminate the contract by giving 2 (Two) month notice without assigning any reason thereof. If the agency desires to terminate the contract they need to serve a 3 (three) months' notice period.
14. For any queries please contact Pranjul Kashyap, Lecturer, Film and Video Editing Department, DBHRGFTI on +91 98648 09255 or Deepjyoti Rajbongshi, Jr. Admin. Asstt. (Accounts), DBHRGFTI on 91019 74947 or by email rqftiassam@gmail.com on any working day from 10:00 AM till 5:00 PM.

MINIMUM ELIGIBILITY CRITERIA

The following is the minimum eligibility criteria for bidders/agencies:

- (a) **Legally Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956/2013 or a Registered Organization/Firm or Self-Help Group or Proprietorship concern. **Proof in support of the legal validity of the Bidder shall be submitted.**
- (b) **Registration:** The Bidder should have PAN Numbers, valid GST registration Number.
- (c) **Experience:** Interested bidders **should have** a minimum of 3 years of experience in Catering business for the past 3 years. Preference will be given to parties already operating catering services in other educational Institutions or establishment.
- (d) The bidder should have proven integrity and moral conduct. The bidder should not have been blacklisted or debarred by any organization in India or abroad for any reason. **(The bidder has to submit an undertaking for the same at the time of submitting of EOI).**
- (e) **FSSAI License: Interested bidder should have FSSAI license issued by the concern Department. The license should be valid on the date of submission of EOI.**
- (f) One self-attested Passport size photograph of key functionaries should be pasted on the EOI.
- (g) EMD and cost of EOI Processing Fee.
- (h) Certified copy of upto date FSSAI License.
- (i) Certified copy of upto date GST Return Certificate.
- (j) EPF, ESIC Registration Certificate
- (k) Upto Date Labour License
- (l) Bank Soundness Certificate
- (m) PAN Card
- (n) Proof of a minimum Annual Turnover of at least Rs. 2.00 Crore in average per year during the last three FY i.e. 2020-21, 2021-22 & 2022-23.

INDICATIVE SCOPE OF WORK FOR 'OPERATION OF HOSTEL CANTEEN/CATERING SERVICES AT DBHRGFTI, SILA, CHANGSARI CAMPUS'

Based on the following Indicative Scope of Work for 'Operation of Hostel Canteen/Catering Services at DBHRGFTI, Sila, Changsari Campus', bidders/agencies/vendors will be required to give an informal presentation before a Committee:

Preliminary Work

1. To prepare and provide Tea, Snacks, Lunch, Dinner and other Food products etc. in the Hostel Canteen from **7.00am to 11.00 pm on all days** including Sundays and Holidays.
2. To provide good quality food, food products and services to all customers / consumers in prompt and efficient manner.
3. To undertake catering & supply of Tea/Snacks, Lunch, Dinner etc. **on order** basis for various programmes/events of the Institute as and when required.
4. Special meal (such as boiled food) should be provided to the ailing boarder in Hostel.
5. To ensure cleanliness of the Hostel Canteen and its premises.

Mandatory Requirements:

1. The contractor /agency shall place specialized and trained staff for cooking as well as supervision and for service, catering, helping job etc. The cooks should be proficient in cooking different special dishes like **North Indian, South Indian etc.**
2. To ensure **Self-service in the** Hostel Canteen for all Customers, except when catering for meetings/ conference etc.
3. To ensure that Cook(s), Waiters and Helpers are decently dressed in proper uniform and trained to be courteous and to provide quality service.
4. To provide a Hostel Canteen/**Catering Manager** to ensure prompt and efficient service.
5. To display the **Rate per item** of Food & Snacks, Lunch/Dinner, Combo meals etc. so as to avoid overpricing and escalation.
6. To provide own cooking utensils, cutlery, crockery, commercial gas cylinder, stove, refrigerator etc. as may be considered necessary for running and maintaining the Hostel Canteen.
7. To ensure that use of plastics is strictly prohibited in the Hostel Canteen.
8. To maintain the Hostel Canteen premises, clean at its own cost which also includes removal/disposal of collected garbage to an approved location at a regular interval of time.
9. To ensure proper maintenance of the Hostel Canteen and all infrastructure, furniture, fixtures etc.
10. The food shall be cooked, stored and served under hygienic conditions. The bidder shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food must be removed from the mess premises as soon as possible.

General Terms and Conditions:

1. Security Deposit:

Successful bidder should deposit a sum of Rs. 1,00,000/- (Rupees One Lakh) Only in the form of FD, TDR etc. drawn in favour of 'Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute' payable at Amingaon within 1 (One) Month of the award of the services contract. The Security Deposit Money will remain at the disposal of DBHRGFTI till 6 Months after the successful completion of the work. The authority reserves the right to recover the losses/damages caused to the instruments/articles/building/fittings etc. by the contractors or their employees and realization of damages arising out of any deficient services over and above any other punitive step/civil action as the authority deems fit.

2. Modifications:

The DBHRGFTI reserves the right to modify/add any clause to the agreement, during the period of the contract, for any essential item, services etc.

3. Canvassing:

Any attempt to canvass for the candidature of any bidder directly or indirectly will lead to disqualification of such bidder/firm from the whole process.

4. Rates & Taxes:

The suggestive quote for different items/services should be inclusive of all taxes/charges levied by the Central Govt./State Govt, wherever applicable.

5. Area:

The entire activity of the service provider/contractor shall be limited within a marked area (to be notified separately to the successful firm) of each hostel meant for dining, cooking, storing, cleaning, and preparation areas.

6. Transportation of Raw-Materials:

Transportation of all the consumables, including filling and re-filling of the gas cylinders, to the hostel will be the sole responsibility of the mess service provider at their own risk and cost.

7. Safety Measures:

The Service Provider shall ensure that all safety precautions are properly taken during the process of cooking by his/her employees. Special emphasis will be laid on fire safety norms and proper operation of electrical gadgets/instrument and fire-fighting equipments etc. placed at the disposal of the hostel mess.

8. Good behavior and prompt service:

The successful firm shall ensure that the quality of service is courteous and prompt and is in accordance with the laid down specification.

Sd/-
Director,

Dr. Bhupen Hazarika Regional Government Film and Television Institute

TECHNICAL BID:-**DOCUMENTS TO BE SUBMITTED:-**

Sl. No.	Particulars	Information
1	Name of the Company/ Firm/Agency	
2	Address of the Company/ Firm/Agency	
	(a) Postal (along with local office)	
	(b) Telephone/ Fax No(s)	
	(c) E-mail ID	
	(d) Website address, if any	
3	Type of the Organization (Company/ Firm/ Sole Proprietor/ Pvt. Limited)	
4	Name, Designation and Telephone/ Mobile Number of authorized person to be contacted.	
5	(a) Year of establishment of the Company/ Firm having relevant nature	
	(b) Experience in providing Catering services: (Operational for more than 3 years) (supporting documents required)	
	(c) Years of Experience in operation of Catering services in other Educational Institutes/ Establishments: (supporting documents required)	
6	(a) Catering Firm Registration/License No.	
	(b) PAN No.	
	(c) GST Regd. No.	
	(d) FSSAI Certificate No.	
	(e) EPF Regd. No.	
	(f) ESIC Regd. No.	
	(g) Upto Date Labour License No.	
	(h) Bank Soundness Certificate (Yes/No)	
7	Has the Company/ Firm ever been blacklisted? Yes /No (If no undertaking in this regard to be attached)	
8	EMD Details	
9	Turnover of the firm during:	FY 2020-21- Rs..... FY 2021-22- Rs..... FY 2022-23- Rs.....
10	Any Other Details (if any), Please specify	

Authorized Signatory
Full Name and Designation with Company/ Firm's Seal

FORM TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

FINANCIAL BID:

Sl. No.	Items	Quantity	Amount (In Rs.)
(A) Morning Tea:-			
1.	Red/Green/Lemon Tea (200 ml) and Biscuits (2 Pcs)	As Stated	
(B) Morning Meal/ Breakfast:-			
1.	Rice (Premium Quality)	150 grams	
2.	Yellow Dal	70 grams	
3.	Vegetable Dry Fry	50 grams	
4.	Mixed Vegetable (Seasonal)	50 grams	
5.	Salad (Onions, Lemons, Cucumber/ Beetroot/Carrot/Tomato with Chat Masala) and Pickles	50 grams	
6.	Curd/Custard etc. (3 Days in a Week)	50 grams	
7.	Papad/Chips	2 Pcs./ 20 grams	
(C) Lunch:-			
1.	Red Tea/ Black Coffee	120 ml	
2.	(i) Roti/ Paratha & Sabji (ii) Puri & Bhaji/Kheer (iii) Bread, Butter & Banana (iv) Suji Halowa & Kheer (v) Chowmien & Tomato/Chilly Sauce (vi) Dal Khisdi, Bhaji & Kheer (vii) Fried Rice & Chutney	300 grams (Any One Item)	
(D) Evening Tea:-			
1.	Red Tea/ Black Coffee	120 ml	
2.	(i) Rice Cake/ Singara/ Kachuri/ Namkeen etc. (1 Pcs.) (ii) Bread & Jam (3 Pcs.) (iii) Seasonal Fruits (100 grams) [At least 2 days in a Week]	As Stated	
(E) Dinner:-			
1.	Rice (150 grams) / Ata Chapatti (3 Pcs.)	As Stated	
2.	Yellow Dal	70 grams	
3.	Veg. Dry Fry (Seasonal)	50 grams	
4.	Mix Veg. Curry	50 grams	
5.	Special Items (to be served 6 Days in a Week) (i) Non-Veg:- Chicken (100 grams) Curry / Fish (1 Pc/100 grams) Curry / Egg (2 Pcs.) Curry (ii) Veg:- Paneer (100 grams)	As Stated	
6.	Salad (Onions, Lemons, Cucumber/ Beetroot/Carrot/Tomato with Chat Masala) and Pickles	50 grams	
7.	Sweet Dish: Rasgulla (1 Pc.) or Gulab Jamun (25 grams)	Any One should be served on every Sunday	
TOTAL AMOUNT (A+B+C+D+E) [In Rs.] per Person (excl. of all Taxes)			
Add: GST/Applicable Taxes (If Any).....			
TOTAL AMOUNT [In Rs.] per Person (incl. of all Taxes)			
Total Amount in Words: Rupees.....Only.			

Note:-

- a)** Lowest bidder (L1) will be determined by the Total Amount (Incl. of all applicable taxes) provided for the entire meals for each person.
- b)** The payments by the bidder to the Institute shall be made through DD only.
- c)** The rates quoted are FOR at destination i.e. The Director, Dr. Bhupen Hazarika Regional Government Film and Television Institute, Sila, Changsari, Guwahati-781101 and should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.
- d)** We have gone through the terms & conditions stipulated in the EOI Document and confirm to abide by the same.

Place:

Signature_____

Date:

Name of Authorized Signatory_____

(Affix Office/Firm's Seal)

ANNEXURE – I

PROFORMA FOR SELF-DECLARATION

I,

S/o. Shri/Smt.

R/o Police Station.....

DistrictState

Director/Contractor/Partner/Sole Proprietor (Strike out the word which is not applicable) of
(Firm/Contractor/Company)

do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or have any subsisting interest in business of my firm.
- (iii) I am or my partners are not involved/ convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.
- (iv) No individual who is dismissed / terminated from DBHRGFTI or any Govt. body is employed in my shop / firm/ company.

Dated:

Deponent

ANNEXURE – II

UNDERTAKING

(To be provided by Bidder on a Rs. 100/- Non-Judicial Stamp Paper)

I / We..... [Sole Proprietor / Director / Partner(s)], the
authorized signatory(ies) of my / our firm M/s.....
having its registered office / principal office at
do here by solemnly affirm and declare as under :

1. I / We undertake to abide by all the rules and regulations of the State / Central Government / Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time. I / We undertake to indemnify DBHRGFTI against any loss or damage which may suffer as a consequence of our not complying with the laws referred to above. Also, I/We undertake to pay the person(s) employed, wages in accordance with all existing and applicable laws. I / We further undertake to indemnify DBHRGFTI against any loss or damage which it may suffer as a result of the negligence on the part of the bidder or any of his employees in the course of performance under this contract.
2. I/We also undertake to execute the agreement as presented by the Institute (DBHRGFTI) and abide by the terms and conditions of the agreement which have been perused and understood by me / us. I / We have gone through the terms and conditions of the contract and agree and undertake to abide by the same during the entire term of contract.
3. I / We undertake to abide by the Food and Adulteration Act, FSSAI guidelines relevant rules and regulations, code of conduct for my / our employees that may be laid down from time to time.
4. I / We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable / contagious diseases.
5. I / We undertake to pay Electricity & Water Charges of Rs. 1,500/- (Rupees One Thousand Five Hundred) only to the Institute on monthly basis.
6. I/We undertake to pay the Maintenance Charges of Rs. 2,000/- (Rupees Two Thousand) Only to the Institute on monthly basis.
7. I / We undertake to always keep the Institute premises clean and in good sanitary condition at my / our cost to the satisfaction of the Institute.
8. I/We undertake to maintain the Hostel Canteen premises neat & clean at my/our cost which also includes removal/disposal of collected garbage to an approved location at a regular interval of time.
9. I/We undertake that the food will be cooked, stored and served under hygienic conditions.
10. I / We undertake that I / We shall not sublet or use the premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same.
11. In case of any losses, damages or theft of the Institute property within or outside the Institute premises, I / We undertake to make good or replace with the items of the same quality at my / our cost.
12. I / We shall employ adequate number of staff in order to maintain efficiency and desired standards by the Institute.
13. I / We undertake that in the event of failure to supply the approved items, by my / our firm, the same shall be arranged by

the Institute at my / our firm's risk & cost.

14. On the expiry or termination or on failure of the contract, I / We undertake that all our employees direct or indirect shall vacate the Institute premises and clear all the dues, if any, outstanding.

15. The Institute shall be represented by a Committee/ Authorized Officer duly authorized by the Director, DBHRGFTI for supervision / control of all activities related to Shop matters and the bidder shall be bound to abide by the Instructions/Orders/Decisions and directions of such Committee/Authorized Officers.

(a) Tenderer's Signature : _____

(b) Tenderer's Name : _____

(c) Designation : _____

(d) Seal of the Tenderer : _____

OTHER CONDITIONS AND CLAUSES

1. Bidder in his own interest, should inspect the proposed premises / place before submitting EOI.
2. The bids will be opened on **18th August, 2023 at 2:30 PM**, in the presence of those tenderers who wish to be present. For any failure in intimation due to incomplete/incorrect address/phone no./e-mail id etc. **or otherwise**, Institute shall not be responsible. It shall be the primary duty of the Bidder to enquire and attend the proceedings.
3. Successful Bidder shall complete all formalities within 30 days' time including remittance of Security Deposit. On failure to commence business within the said 15 days, the EOI shall stand cancelled and the loss suffered by Institute in this regard shall be appropriated from the Earnest Money deposited by the Tenderer.
4. The shop premises allotted shall be utilized for running the specified purposes only and shall not be used for any other purpose. Under any circumstances, the contractor cannot sublet or transfer the contract to any third party. Any deviation from this clause may invite spot termination of the contract.
5. Shops shall run effectively and shall not be closed without intimating the Institute.
6. If the shop remains closed for more than 7 days without prior permission from the Institute, it will be presumed to have been closed down and shall be considered as violation of agreement. In such cases, **notice period of Two month shall not be applicable** and as such the fresh proposals will be invited for the shop and the loss will be recovered from the EMD/Security Deposit Money.
7. The Price of goods proposed to be sold or the fee for the services to be rendered shall be as per MRP with discount as applicable. **The price list should be displayed (size 3ft x 2ft)** in front of the Shop Premises.
8. Compliance with the various statutory requirements, norms and rules and regulations prescribed will be the responsibility of the bidders including the financial implications thereof. The successful Tenderer, before the commencement of business, shall timely obtain all bidders such as Trade License/Appropriate License and all ancillary licenses /permissions/ clearances that may be required to be obtained by the bidder from any authority/authorities at their own cost for the operation of the outlet. The successful tenderer shall solely be responsible to ensure and keep such Licenses valid throughout the license period.
9. The successful tenderer or his employees shall maintain harmony in the hostel/Institute and shall not indulge in any illegal activities in the Institute / Hostel premises. In case of any such event /activities detrimental to Institute's interest/decency/morality etc., the Institute shall have the right to terminate the agreement immediately.
10. Agreement in Non-Judicial Stamp Paper of Rs.100/- will be signed between the Institute and the bidder, within 15 days from the issue of allotment letter along with other documents/payments, failing which penalty as mentioned will be imposed.
11. The bidder shall not employ any child labour (s) in Contravention of the LABOUR EMPLOYMENT ACT, 1970. THE BIDDER WILL BE FULLY RESPONSIBLE FOR IMPLEMENTATION OF LAWS RELATING TO LABOUR, SHOPS & ESTABLISHMENT, MINIMUM WAGES, ESI, P.F. & WORKMEN COMPENSATION ETC. The bidder shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Laws, in force and all statutory dues to the persons employed by him (If applicable).
12. Bidder shall facilitate with a swipe payment machine or shall also provide the UPI based payment system. The bidder shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers makes the payments via UPI App (BHIM or equivalent) apart from cash payment.
13. Any EOIs /documents received after the said time is liable to be summarily rejected. This is only an invitation for receipt of EOIs and there is no commitment on the part of Institute for the allotment.
14. The Institute reserves the right to **ACCEPT/REJECT ANY or ALL of the EOI** without assigning any reasons thereof.
15. The shop is solely meant for use by the Staffs, Residents, Students, Visitors, and Workers under contractors of the Institute. However, all the workers of the Shop shall invariably carry their ID cards (provided by their employer), shall be produced to the security personnel and other Institute authorities, whenever asked for.

16. If any complaint is received on substandard quality, Competent Authority or any other officer authorized by the Institute may seize the whole stock or part thereof and order the destruction thereof. Complaint/Suggestion Register have to be kept and should be available to all customers. Upon degradation of quality of foods, the Institute reserves the right to fine/cancel the contract based on real evidence/ proofs.
17. The bidder shall be responsible for the repair of shop if required, during the contract period with prior permission from Institute.
18. Use of plastics is strictly prohibited in the Hostel Canteen.

VACATION / TERMINATION NOTICE

1. Notwithstanding anything contained in the conditions above, the Institute shall be at liberty to terminate this contract by giving **60 days** clear notice. However, the bidder may terminate this contract by giving **90 days** clear notice. The Institute reserves the right to allot the contract to the 2nd or 3rd bidder, in case the initial bidder opts to terminate the contract at any time during the period.
2. The Institute will be at liberty to terminate the contract of the allotted premises and also forfeit security amount paid in advance by giving 10 days' notice to the tenderer/allottee for any breach of the Terms & Conditions of the EOI Document/Agreement besides also on the following grounds: -
 - Sale or storage of banned substances/alcoholic material/items, narcotics and psychotropic substances within the Campus.
 - Sale of substandard goods/overcharging of price more than MRP
 - Indulgence in any illegal activity/occupation/illegal groupism or gathering/allowing anti-social elements to use the allotted premises for any other purpose, other than the purpose for which premises have been allotted.
 - No child labor/Minor should be employed by the bidder in any case. The bidder shall not appoint any employee without proper police identification/ verification and shall supply full details of the persons employed by him/her to the Security Office as and when required. Such details should be displayed at the shop by the bidder.
 - The bidder shall strictly observe and follow all the orders and instructions issued by the Institute from time to time. In case of non-compliance of orders and breach of any of the terms and conditions, the contract can be cancelled by the Institute without assigning any reason and security amount will stand forfeited.

BUSINESS TIMINGS OF THE PREMISES

The timings of the said premises for providing services shall be during 7.00 AM TO 11:00 PM on all 365 days throughout the year. The presence of bidder or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of contract followed by eviction. Shop timings may be changed with prior permission from Institute.

ARBITRATION

As far as possible, dispute shall be settled mutually. In the event of any unsettled disputes or difference relating to the interpretation and any other disputes arising after the issue of LOI/Allotment Order and during the execution of the shop, it has to be referred to the Director, DBHRGFTI in written document. If the dispute has not resolved within 30 days, the matter shall be referred to a sole arbitrator to be appointed by the Director, DBHRGFTI. The governing law in this regard will be The Arbitration and Conciliation Act, 1996 of India. The venue of the Arbitration will be at Guwahati. Expenditure incurred towards costs of arbitration will be borne as decided by the Arbitrator. Further, disputes if any, that may arise at any point of time, shall be subject to Guwahati jurisdiction only.

Sd/-
Director

Dr. Bhupen Hazarika Regional Government Film and Television Institute