

**REQUEST FOR QUOTATIONS FOR FOOD & CATERING SERVICE AT ATAL  
AMRIT ABHIYAN SOCIETY ASSAM AND AT ANY OTHER LOCATION  
WITHIN GUWAHATI AS ADVISED BY AAAS SOCIETY**

**RFQ NO:** AAAS/Assam/Tender for Supply of F&B/2020-21/124/01

**INVITATION TO BID**

1. The Chief Executive Officer, Atal Amrit Abhiyan Society, Assam invites quotations from well-established GST registered Hotel/ Caterer/ Restaurants/firms within Guwahati City for “EMPANELMENT FOR FOOD & CATERING SERVICE AT ATAL AMRIT ABHIYAN SOCIETY ASSAM AND AT ANY OTHER LOCATION WITHIN GUWAHATI AS ADVISED BY AAAS SOCIETY” with other arrangement complete in all respect in connection with all events/meeting/in-house programme etc of Atal Amrit Abhiyan Society, Assam.
2. You are invited to submit your most competitive quotation for the following activities:-

<b>Brief Description of the services</b>	<b>Earnest Money Deposit (Rs.)</b>	<b>Period of Engagement</b>
Supply Of Food & Catering Service at Atal Amrit Abhiyan Society Office and At Any Other Location Within Guwahati As Advised By AAAS Society	10,000.00	3 Years

3. Bidders are advised to study the Bid document carefully and all the pages of the EOI to be signed and sealed by the bidder.
4. Bidder shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited and the bidder is liable to be banned from doing business with o/o Chief Executive Officer, Atal Amrit Abhiyan Society, Assam.
5. Not more than one tender shall be submitted by one bidder or bidders having a business relationship.
6. The Hard Copy of original instruments in respect of earnest money and original copy of affidavits must be delivered at the address mentioned below. Bid will be rejected in case of non-receipt of original payment instrument like Demand Draft/any other accepted instrument etc. against the submitted bid.
7. Bids shall be submitted only manually as hard copy.
8. The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.
9. The Chief executive Officer, Atal Amrit Abhiyan Society reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
10. This “NIT” is non-transferable under any circumstances.

11. To assist you in the preparation of your quotation, we are enclosing the following:

- a. Instructions to Bidders (in two sections).
- b. Terms of Reference and Scope of Service
- c. Quotation (Appendix I).

12. Address for communication:

*Office of the Chief Executive Officer, Atal Amrit Abhiyan Society, 3<sup>rd</sup> floor, Nayantara Supermarket Complex, Six Mile, Guwahati -781022*

13. You are requested to provide your offer latest by 1500 hrs (IST) on 7.12.2023.

14. Quotations will be opened in the presence of Bidders/bidders or their representatives who choose to attend at 10.30 hrs (IST) on 8.12.2023 in the office of AAAS.

We look forward to receiving your quotations and thank you for your interest in this project.

Sd/-

Chief Executive Officer  
Atal Amrit Abhiyan Society  
Nayantara Supermarket Complex,  
2<sup>nd</sup> & 3<sup>rd</sup> Floor Six Mile,  
Guwahati -781022

E-mail Id: [admin@aaasassam.in](mailto:admin@aaasassam.in)

Website: <https://atalamritabhiyan.assam.gov.in/>

## Instructions to Bidders

### SECTION - A

#### 1. Type of services

The ATAL AMRIT ABHIYAN SOCIETY, ASSAM (AAAS) invites quotations for the services as mentioned in the table given below

Brief Description of the services	Earnest Money Deposit (Rs.)	Period of Engagement
Supply Of Food & Catering Service At Atal Amrit Abhiyan Society Office And At Any Other Location Within Guwahati As Advised By AAA Society	10,000.00	3 Years

*The successful Bidders will be expected to complete the services as specified in Section C: Terms of Reference, Clause 3– Scope of Service*

1.1. The main scope of the service is to provide Food & Catering service at ATAL AMRIT ABHIYAN SOCIETY office and at any other location within Guwahati as advised by AAAS Society.

- i. The contractor shall provide Food of various categories & Catering service as and when ask by AAAS Society.
- ii. Indent will be usually issued 1 day prior to the programme. However in the event of urgency, indent may be given over whatsapp/mail/message.
- iii. It shall be binding on the empanelled vendor to provide good quality food at short notice.
- iv. The food provided should be of high standard quality. Packaging, utensils, toothpick, sweeteners etc along with food should be served.
- v. Liquidated damages @10% of the ordered value shall be imposed on the selected agency if the service/food quality is found to be of non- standard.
- vi. The contractor shall ensure supply of food items & services of personal/ staff on the scheduled days for the catering service.
- vii. The bill of the same shall be submitted after supply of food items and/or services.

**2. Qualification of the Bidders:** The Bidders shall provide qualification information which shall include:

2.1. Bids of those Bidders who have not submitted the requisite EMD shall not be considered for evaluation.

2.2. The bidders must fulfill the minimum Qualifying Criteria mentioned in Section B 1-A

a) Average Annual Financial turnover during the last 3 years, ending 31st March 2023, should be at least INR 10 Lakhs.

[For that documentary evidence annual turnover certificate to be certified by CA is to be submitted].

b) Satisfactory completed in last five years at least 02(Two) nos. service contract (Food & Catering service). Bidder is required to submit relevant document (LOA/ Work order/ Contract Agreement/ Completion certificate) in support of the same.

c) The Bidder may be a proprietary firm/ Partnership or Company registered under Companies Act, 1956, who possess the required licenses, registrations etc., as per law, valid at least for 06 months from on the date of the opening of tender.

d) The bidder should have legal business entity in Guwahati and also should have own commercial kitchen and complaint with Food Safety and Standards Act, 2006 of the state of Assam.

2.3. Bidder must also produce with their Bid – PAN, Goods & Services Tax Identification No. (GSTIN), Trade License and valid FSSAI certificate issued by competent authority.

2.4. The bidder must not be blacklisted/ terminated by any Govt Dept/ or by any PSUs in the past. (An up-to date Affidavit of Non-Blacklisting on Non Judicial Stamp Paper in any Govt./Semi Gov./PSU deptt. from public notary/competent legal authority).

2.5. EARNEST MONEY DEPOSIT (EMD):

- a. Earnest Money of Rs. 10,000/- (In words Ten Thousand Only). In case of SC/ST the EMD will be Rs. 5000/- (Rupees Five Thousand Only) provided SC/ST certificates from the competent authority, shall be paid in the form of a Demand Draft from any scheduled/ Nationalized Bank drawn in favor Atal Amrit Abhiyan Society, Assam payable at Guwahati in a proper sealed Envelope Superscribed at “TENDER FOR EMPANELMENT FOR FOOD & CATERING SERVICE AT ATAL AMRIT ABHIYAN SOCIETY ASSAM AND AT ANY OTHER LOCATION WITHIN GUWAHATI AS ADVISED BY AAAS SOCIETY”. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
- b. The Earnest Money of tenderer will be refunded without interest within reasonable time after final decision of the tender on submission of an application from the Tenderer.
- c. Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
- d. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
- e. The tenders without Earnest Money Deposit will be rejected.
- f. Exemption of EMD for MSME registered firm as per GFR Rule 170.

2.6. All the pages of the quotation have to be sealed & signed by the authorized bidder.

2.7. Financial quote shall not be taken into consideration even if the bidder has quoted the lowest price if technical criteria as requested in the RFQ do not meet up by the bidder.

2.8. AAAS reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

3. Bidders are required to submit hard copies of their bids at the office of the Chief Executive Officer, Atal Amrit Abhiyan Society, 3rd Floor, Nayantara Supermarket Complex, Six Mile, Guwahati – 781022 on or before 1500 hours (IST) on 7.12.2023, either by registered post/speed post/courier or by hand.
4. Tender document can be viewed and downloaded from AAAS website <https://atalamritabhiyan.assam.gov.in/>
5. Bidder shall submit along with the bids, the requisite Earnest Money Deposit (EMD) for an amount of Rs. 10,000.00 /- (Rupees Ten Thousand only) in favour of “Atal Amrit Abhiyan Society”, payable at “Guwahati”, valid for a period not less than 120 days beyond the due date of submission of the tender. Failure to do so may prevent a tender from being considered.
6. The contract shall be for the whole of the services as mentioned in the Terms of reference.
7. All duties, taxes, charges and other levies payable by the Bidders under the contract shall be included in the total price.
8. The rates quoted by the Bidders shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
9. The rates should be quoted in Indian Rupees and both in figures & words in the financial part.

#### 10. Submission of Quotations

- a) The Bidder is advised to visit the office location from 10.00am to 3.00 pm (Monday- Friday) at his own expense and obtain all information that may be necessary for preparing the quotation.
- b) Each Bidder shall submit only one quotation.
- c) The quotation submitted by the Bidders shall comprise the following:
  - i. Quotation in the format given in **Section B**.
  - ii. Signed Terms of Reference given in **Section C**; and
  - iii. Qualification information form given in Section B duly completed.
  - iv. Attested copy of valid Trade License, Valid GST registration, Audited Balance sheet for last three financial years and valid certificate issued by Food Safety Standards Authority of India (FSSAI).
  - v. Contact details of Contractor with valid PAN card.

The Bidders shall seal the quotation in an envelope addressed to the **office of the Chief Executive Officer, Atal Amrit Abhiyan Society, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Nayantara Supermarket Complex, Six Mile, Guwahati – 781022.**

The envelope will also bear the following identification:

***“Quotation for Supply of Food & Catering service on outsource basis at ATAL AMRIT ABHIYAN SOCIETY, ASSAM and at any other location within Guwahati as advised by AAAS Society.”***

Quotations must be received in the office of the AAAS not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the

next working day.

Any quotation received by the AAAS after the deadline for submission of quotations will be rejected and returned unopened to the Bidders.

#### **11. Validity of Quotation**

Quotation shall remain valid for a period not less than 120 days after the deadline date specified for submission.

#### **12. Empanelling Criteria:**

The Agencies/Firms/Organizations fulfill all the criteria shall be empanelled for a period of 3 (Three) years from the date of empanelment. The empanelled party shall have to deposit an amount of Rs.2,00,000 (Rupees Two Lakhs) as security deposit for the period of 3 years and 6 months from the date of signing of the agreement. The amount shall have to be deposited in the form of Bank Guarantee in favour of “Atal Amrit Abhiyan Society, Assam” payable at Guwahati. The security deposit does not carry any interest.

#### **13. Opening of Quotations**

Quotations will be opened in the presence of Bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

**14.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidders is announced. Quantity in the Quotation (Appendix 1) is taken for evaluation purpose only.

#### **15. Evaluation of Quotations**

AAAS will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 2 above;
- (b) are properly signed ;and
- (c) Conform to the terms of reference, without deviations.

#### **16. Award of contract**

The AAAS will empanel 1 vendor whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price in 80% of the items and who meets the specified qualification criteria.

Notwithstanding the above, the AAAS reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

The Bidders whose bid is accepted will be notified of the award of contract by the AAAS prior to expiration of the quotation validity period.

#### **17. PENALTY CLAUSE:**

In case of violation of the following rules, the penalty charges on the Caterer shall be followed.

- i. Non-delivery of items a fine of Rs.1,000/- (Rupees one thousand only) on every occasion.
- ii. For single complain of mix up of non-vegetarian and vegetarian food items will invite a fine of Rs 3000/- (Rupees three thousand only) on the caterer.
- iii. For single complaints of un-cleaned utensils in a day would lead to a fine of Rs.1000/- (Rupees thousand only) on the caterer.

- iv. If AAAS agrees that certain meal was not cooked properly then a fine of Rs.2,000/- (Rupees two thousand only) would be imposed on the caterer.
- v. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs.2,000/- (Rupees two thousand only) on caterer for every instance.
- vi. Absence of representatives/ incharge during meetings etc on prior information will attract a fine of Rs.3,000/- (Rupees three thousand only) on caterer.
- vii. In case it is found that three such fines do not have any effect in abiding by the terms and conditions mentioned in the contract, the contract may be terminated finally after serving fifteen days' notice by the CEO-AAAS to the Contractor. The notice during the trial period will be only one week.
- viii. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine as decided by the AAAS.
- ix. Severity of hygiene failure shall be assessed and decided by the AAAS and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed.
- x. Under no circumstances, food cooked at the AAAS Canteen shall be supplied to outside.
- xi. The successful vendor will engage adequate manpower with proper justifications and the same must be communicated to authority after award of the tender.

## **18. TERMINATION OF CONTRACT**

- If some problem exists for consecutive months, then the Caterer will be served with warning for Contract termination and penalty of Rs.10,000/ -.
- For single complaints of insects and/or foreign object cooked or found in dish of any food items termination of contract notice shall be served without serving any notice period
- If same problem exists for another month, then termination of contract notice shall be served.

**SECTION - B**

**1. Format for Qualification Information.**

**QUALIFICATION INFORMATION:**

1.1 The bidder should possess the requisite experience, resources as described in the Bid document. Moreover, participating bidders will be evaluated mainly based on the following criteria provided the participating bidder satisfies the bid document depicted in A.

**A minimum of 60 marks should be scored for empanelment of participating firms.**

**A**

SI No	Bid Component	Details to be filled by Bidder
1	Bid Document	
2	Court Fee	
3	Pan Card	
4	GST Registration Certificate	
5	Updated Trade Licence/ Firm Registration Certificate	
6	EMD	
7	Average Annual Turnover certified by CA for the last 3 financial year	
8	Valid FSSAI certificate	
9	Undertaking that the firm has not been banned/blacklisted by any state/ Central Govt department/PSU/any other agencies in non-judicial stamp paper	

**B**

SI No	Bid Component	Weightage in Technical Score
1	Average Annual Turnover during last 3 years (i) Annual turnover 10 lakhs (20marks) (ii) Annual turnover 11-15 Lakhs (25 marks) (iii)Annual turnover above 15 lakhs (30 marks)	30 marks
2	Experience on similar work(s) during last 5 years (proof supported by completion certificate along with order copy and photographic evidence) (i) Experience of 5 years (20 marks) (ii) Experience between 6-8 yrs (30 marks) (iii)Experience more than 6 yrs (40 Marks)	40 marks
3	Current empanelment with state/ central Govt. agencies/PSU/etc (copy of empanelment letter need to be submitted) (i) 2 nos of service contract (10 marks) (ii) More than 3-4 nos (20 marks) (iii)More than 4 years (30 marks)	30 marks
	TOTAL	100 marks



1.2 Service performed as Supply of Food & Catering service on outsource basis (in the same name) on service of a similar nature over the last five years.

<u>Sl no</u>	<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of Service</u>	<u>Contract No</u>	<u>Value of Contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and service completed</u>

**SECTION - C**

**Terms of Reference**

**Supply of Food & Catering service at ATAL AMRIT ABHIYAN SOCIETY, ASSAM**

**1. Introduction**

Atal Amrit Abhiyan Society is a Society under Medical Education & Research Department, Government of Assam which is responsible for implementation of Ayushman Bharat-Pradhan Mantri Jan Arogya Yojana (AB-PMJAY), Mukhya Mantri Jan Arogya Yojana (MMJAY) and Mukhya Mantri Lok Sevak Arogya Yojana (MMLSAY) schemes in the State of Assam.

- 2. Objective:** AAAS now invites quotations from various eligible Food & Catering service supply firms to provide Food & Catering service to AAAS. The following list of indicative Food & Catering service is mentioned for the bidders to understand the requirement of the service.

**List of Food & Catering service requirement**

<b>Sl no</b>	<b>Snacks</b>	<b>Rates</b>
1	Puri – 4 Nos (120 gms) with matar ghuguni (150gms)	
2	Non -Veg Grilled Sandwich 4 pieces	
3	Samosa (1 pc)	
4	Idli – 2 Nos. (150 gms.) with Sambar (100ml)and Chutney(30gms)	
5	Single Omlet with 2 Bread slice	
6	Double Omlet with 4 bread slice.	
7	Veg. Grilled Sandwich 4 pieces	
8	Butter and Bread toast – 2 No.	
9	Veg Sandwich with sauce – 4 pieces	
10	Patishepta Pitha – 1 piece	
11	Roasted Kaju – 50gms	
12	Roasted Almonds – 50gms	

13	Baked Yogurt – 1 (matka) small	
14	Chola Bhature – (2 Bhature)	
15	Kalakand – 1 pc	
16	Jalebi- 250 gms	
17	Kaju Barfi – 1pc	
18	Mixture Pkt- 1pkt	
19	Paneer Pakora – 8 pcs	
20	Chicken Pakora – 8 pcs	
21	Vegetable Soup	
22	Non Veg Soup	
23	Chocolate Cake- 500gms	
24	Sugar free cake	
25	Veg Baked Samosa – 1pc	
26	Veg Fried Rice (250gms)	
27	Chicken Roll (1pc)	
28	Chicken Shawarma Roll (1pc)	
29	Fruit Salad (200gms)	
30	Caramel Custard (200gms)	
31	Veg. Momos 5 No. (150 gms) with chutney(50 gms)	
32	Chicken Momos 5 No. (150 gms) with chutney (50 gms)	
33	Dhokla- 1 pieces 30 (Grms	

Sl. No	Lunch/ Dinner	Rates
1	<b>Veg Menu (paneer)</b> Jeera rice/Plain Rice/Veg Pulao (200gm), Dal Makhni/ Dal Fry /mati dal (120ml) , Mixed veg (120 gms), Began Pitika, Aloo pitika, Brinjal Besan Fry, Pumpkin Besan Fry, Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Paneer Butter Masala/ Kadai Paneer/Chilly Paneer/Paneer Lababdar/Shahi Paneer 120gms , Papad, Salad, Pickle, Sweet(100gms), curds (75gms), sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms )	
2	<b>Non Veg Menu 1 (chicken):</b> Jeera rice/ Plain Rice/Veg Pulao (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms), Began Pitika, Aloo pitika, Brinjal Besan Fry, Pumpkin Besan Fry, Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Chilly Chicken/ Chicken Butter Masala/ Chicken Kasa/ Kadai Chicken/Chicken Manchurian (200 gms), Local Chicken with Narasingha Leaves/Koldil/Bamboo shoot/pepper/ potato,Papad, ,Salad, Pickle, curds (75 gms), sweet dish, moong halva (150 gms)/ Gajar Halva (100 gms ) .	
3	<b>Non Veg Menu 2 (fish) :</b> Jeera rice/ Plain Rice/Veg Pulao (200gm),Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms), Began Pitika, Aloo pitika, Brinjal Besan Fry, Pumpkin Besan Fry, Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Fish curry (Rohu/Bahu/Ari), small fish fry (200 gms), Bhapa Ilish/Papad, ,Salad, Pickle, curds (75 gms),sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .	

4	<b>Non Veg Menu 3 (Egg) :</b> Jeera rice/ Plain Rice/Veg Pulao (200gm), Plain Dal/ Dal Fry (120ml) , Mixed veg (120 gms), Began Pitika, Aloo pitika, Brinjal Besan Fry, Pumpkin Besan Fry, Chapati(3 Nos/Phulka 4 nos. standard size about 35 gm each), Eggs Curry with two eggs (200 gms), Papad, ,Salad, Pickle, curds (75 gms),sweet dish, moong halva(150 gms)/ Gajar Halva (100 gms) .
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Sl. No	HIGH TEA	Rates
1	<b><u>Veg:</u></b> a) Pakoda (Paneer/Veg) 1 Plate (150 Grm.) b) Paneer Cutlet 1Plate- 2pieces with sauce/chutney150Grms c) Veg club sandwich d) Samosa/Baked Samosa e) Dhokla f) Pithas (Patishepta/ladoo/etc) g) Bownie h) Special Veg Roll (Paneer)/ spring roll with extra Mayonnaise - 1 pieces (150Grms.), i) Plain Kaju/Fried Kaju- 50 (Grms). j) Sweets (Malai Sam Sam/ Boil cake/ Kalakand- 1 pieces 30 (Grms) k) Matka sweet	
2	<b><u>Non- Veg:</u></b> a) Pakoda Chicken-1 Plate (150 Grm) b) Chicken Cutlet 1Plate- 2pieces with sauce/chutney150Grms c) Chicken club sandwich. d) Special Chicken Roll- (150Grms.) with extra Mayonnaise - 1 pieces (150Grms.) e) Plain Kaju/Fried Kaju- 50 (Grms). f) Sweets (Malai Sam Sam/ Boil cake/ Kalakand- 1 pieces 30 (Grms) g) Pithas (Patishepta/ladoo/etc) h) Matka sweet i) Bownie	

### 3. Scope of Service

The following scope of service of contract shall be read in conjunction with the corresponding relevant provisions made in the Clause No. 5 – Terms & Conditions.

- 3.1.1 The contractor is required to supply Food of various categories & catering service to **ATAL AMRIT ABHIYAN SOCIETY ASSAM office** as and when asked by AAAS Society.
- 3.1.2 The contractor shall ensure services of personal/ staff for the catering service.
- 3.1.3 The bidder should have own commercial kitchen and complaint with Food Safety and Standards Act, 2006 of the state of Assam.
- 3.1.4 The bill of the same shall be submitted after supply food items and/or related service.
- 3.1.5 **Place of delivery:** *Office of the Chief Executive Officer, Atal Amrit Abhiyan Society, 3<sup>rd</sup> floor, Nayantara Supermarket Complex, Six Mile, Guwahati -781022* and at any other location within Guwahati as advised by AAA Society.

### 4. Contract Period:

The Contract shall be valid for a period of three (03) years from the date of commencement of the service. The

Contractor shall be ready for commence the service within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the Contractor commits default in the commencement of service within 10 days of issue of LOA, the AAA Society shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Earnest Money /Performance Security.

## **5. Prices and Taxes & Duties:**

5.1 Prices shall be firm and inclusive of all cost of labour and all applicable taxes & duties.

5.2 All taxes & duties mentioned in the Price Bid as per clause 5.1 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes & Duties mentioned in Price Bid.

## **6. Contractor's Responsibility:**

6.1 Contractor shall ensure quantity & quality of Food & Catering service.

6.2 The Contractor will be responsible for the good conduct of his Catering service. In case of any misconduct or misbehavior of his employees' suitable action shall be taken as per the directions of AAA Society.

6.3 The Contractor is encouraged, to the extent practicable and reasonable, to employ Food & Catering service with appropriate qualifications and experience from the region of the project.

The AAA Society or his authorized representative shall have right to withhold the payment of monthly bill in case the Contractor there is any complaint against the food supplied or catering service.

6.4 Every employee so engaged by the contractor at AAAS or at any other location within Guwahati shall wear neat & tidy uniform, shoes, socks and gloves while on duty.

6.5 AAAS will not reimburse the cost of the above mention uniform.

6.6 The contractor shall provide the necessary Crockery, Glassware, Cutlery etc., when serving for snacks, High Tea, Lunch & Dinner unless asked to provide by AAAS in a packaged form.

## **7. CONTRACTOR'S SUPERVISION:**

The Contractor shall appoint at his own expense adequate number of supervisors with sufficient experience to supervise the services. Directions/instructions given by the AAA Society or his authorized representative to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

## **8. REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ for the execution of the services only such persons as are experienced in their respective trades and the AAA Society or his authorized representative shall be at liberty to object to and require the Contractor to remove from the service any persons employed by the Contractor on the execution of the service who, in the opinion of the AAA Society or his authorized representative misconducts himself or is incompetent or negligent in the proper performance of his duties. The Contractor shall forth-with comply with such requisition and such person shall not be again employed upon the service without permission of the AAA Society. Any person so removed shall be replaced immediately.

## **9. FORCE MAJEURE:**

The term "Force Majeure" shall herein mean riots (other than among the Contractor's employees), Civil

Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the AAA Society, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

9.1 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions as under:

- i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the service or any part thereof or to any material or article at site but not incorporated in the service or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause 8.2 (i) above, the following provisions shall also have effect:

The Contractor shall, as may be directed in writing by the AAA Society or his authorized representatives proceed with the service under and in accordance with the Contract.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.