

GOVERNMENT OF ASSAM
OFFICE OF THE PRINCIPAL::: DHEMAJI ENGINEERING COLLEGE
DHEMAJI-787057

Ref. No. DEC/E/05/2023/76

Dated 31st May, 2023

TENDER DOCUMENT

Sub: Awarding of Canteen Contract for the period of 6 month from the date of contract.

Sir/Madam,

Please find enclosed herewith the tender documents for running of Canteen at Dhemaji Engineering College, Dhemaji. Tender duly filled, signed and stamped in sealed cover addressed to the Principal, Dhemaji Engineering College, Dhemaji, Assam should reach latest by 16.00 hrs. On 20.06.2023.

In case of any query or clarification related to location, space etc., please feel free to visit the Dhemaji Engineering College.

(PLEASE SUBMIT ALL THE PAGES CONTAINED IN THIS DOCUMENT ANNEXURE I, and II DULY SIGNED AND SEALED)

Earnest Money: Rs. 15,000/- (Rupees Fifteen Thousand Only) to be paid digitally or by cheque to the Following

Account: Name: Dhemaji Engineering College,

IDBI Brach, Dhemaji

A/C No 2082104000037697.

IFSC Code IBKL0002082

Branch: Dhemaji

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Annexure-I

Tender form to be submitted by the Tenderer

1. Name of the Firm _____
2. Address _____
3. Contact No: _____
4. Registration/Licence No. _____ (Copy of license issued by the local authority should be attached or copy of the letter pad or bill book may be attached)
5. PAN No:.....(Copy to be Enclosed)
6. GST No:.....(Copy to be Enclosed)
7. FSSAI Registration.....(Copy to be Enclosed)
8. Year of Establishment _____
9. Contracts executed till date (Experience) (Nature thereof): Govt. Semi Govt./Private Please give details of contracts executed in a separate sheet, along with documentary proof if any thereof
 - i)
 - ii)
 - iii)
10. Present assignment in hand: Govt./Semi./Private
 - i)
 - ii)
 - iii)
- Earnest Money: Transaction ID Dt: Rs. 15,000/-
11. All the items and conditions, as mentioned in the Tender Form are acceptable to me /us.

Date: _____

Signature of the Tenderer With stamp

Dhemaji Engineering College

RATE OFFERED BY THE CONTRACTOR

Contractor Quotation No :.....

Date :

LIST OF BEVERAGES / SNACKS TO BE SOLD IN THE CANTEEN

<u>ITEM</u>	<u>RATE</u>
PACKAGE DRINKING WATER 500ML/1000ML	
TEA	
SPECIAL TEA	
COFFEE	
SAMOSA	
GOJA	
KHURMA	
RASGULLA	
LALMOHAN	
KALAKAAN	
MALAI CHOMCHOM	
CUTLET	
DOSA	
MASALA DOSA	
ONION DOSA	
BUTTER MASALA DOSA	
CHEESE MASALA DOSA	
PIZZA DOSA	
UTTAPAM	
MEDHU VADA (2PCS)	
DAHI VADA	
VEG GRILL SANDWICH	
CHEESE GRILL SANDWICH	
TAWA PARATHA	
ALOO PARATHA	
CHOLA BATURA(2PCS)	

BOILED EGG

EGG POCH

BREAD OMLETT

OMLET

VEG COMBO (RICE, DAL, MIX VAG, PAPAD, SALAD, PICKLE ETC)

NON VEG COMBO (FISH/CHICKEN/MUTTON)

SOUP

CREAM OF SWEET CORN SOUP (VEG/NON VEG)

CREAM OF TOMATO SOUP

HOT N SOUP (VEG AND NON VEG)

MANCHOW SOUP (VEG/NON-VEG)

STARTERS VEG:

FRENCH FRY

PANEER PAKODA (6 PCS)

VEG PAKODA (6 PCS)

CRISPY CHILLI POTATO

HONEY CRISPY CHILLI POTATO

CRISPY CHILLI BABY CORN

CHILLI MUSHROOM DRY

CHILLY PANEER DRY (6 PCS)

AMERICAN CORN SALT N PAPER

STARTERS NON-VEG

CHICKEN65 (6PCS)

DRUMS OF HEAVEN (4PCS)

CHICKEN LOLLIPOP

CRISPY CHICKEN

CHILLI CHICKEN DRY (6PCS)

DRAGON CHICKEN

CHICKEN PAKODA (6PCS)

NOODLES

VEG HAKKA NOODLES

VEG GRAVY NOODLES
EGG HAKKA NOODLES
EGG CHICKEN HAKKA NOODLES
CHICKEN GRAVY NOODLES
HONG KONG NOODLES (VEG/NON VAG)
SCHEZWAN HAKKA NOODLES (VEG/ NON VEG)

CHINESE GRAVY

CHICKEN BHARTA
CHICKEN KOLHAPURI (4PCS)
CHICKEN PIYAZA (4PCS)
CHICKEN KADAI (4PCS)
CHICKEN CURRY (4PCS)
CHICKEN KOSHA (4PCS)
CHICKEN MASALA (4PCS)
CHICKEN BUTTER MASALA
MUTTON KOSHA (4PCS)
MUTTON CURRY (4PCS)
MUTTON KADAI (4PCS)
FISH CURRY (ROW/KATLA AS PER SIZE)

(IT MAY ADD ANY OTHER ITEMS)

Date:_____

Signature of the Tenderer With stamp

TENDER FOR PROVIDING CANTEEN FACILITY
AT DHEMAJI ENGINEERING COLLEGE,
DHEMAJI

TENDER NO: DEC/CANTEEN SERVICE/05/2023

GENERAL INSTRUCTIONS TO TENDERERS / BIDDERS

1. Dhemaji Engineering College, Dhemaji invites Open Tender Enquiry (OTE) and one bid system **for Providing canteen facility at DEC. Technical Bid** along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of The Principal, Dhemaji Engineering College payable @ Dhemaji) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for Providing canteen facility at Dhemaji engineering College**'. All the pages of this tender document along with necessary appendices (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format appended with this tender document, should be duly filled, stamped and signed by the authorized signatory of the bidder and sealed in a separate envelope super scribing '**Price Bid for Providing canteen facility at Dhemaji Engineering College, Dhemaji**'.
3. The Technical Bid and the Price bid shall be sealed in one envelope super scribing '**Bid for Providing canteen facility at Dhemaji Engineering College, Dhemaji**'.
4. The technical bids shall be opened as per schedule placed at NIT. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. DEC reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for Providing canteen facility at DEC** shall initially be awarded for a period of six months from date of award of contract. However, the tender may further be extended for a period of two more terms (on half yearly basis) on mutual agreement subject to providing of satisfactory services of the firm to DEC. It may also be noted that the rates quoted by the firm (except minimum wages component & statutory payments), terms & conditions of the tender document shall remain unchanged during the currency of contract and extension period, if any.
6. For any query/clarification please contact Principal, Dhemaji Engineering College, Dhemaji during working hrs. on phone no +919957183959. Interested bidders are invited for site visit during all working hours between 09.30 AM to 4 PM as per schedule given at NIT.
7. The detail of information to be provided along-with bid, list of items with tentative rates, tentative penalties, permissible consumables and other instructions are appended at **Appendix A – H** to this document.

SCOPE OF WORK

Detail of **Providing institute canteen at DEC** is as mentioned below: -

1. **General Overview of the service: -**

Dhemaji Engineering College currently operates from about 44 acres Campus with various facilities spread across a large area. This tender document provides for requirement of **institute canteen at DEC** to the entire satisfaction of the user and Institute authorities which shall include the following: -

- (a) **Running an efficient canteen** at DEC campus during designated time slots for the inmates as per a pre-decided list of items and rates fixed / approved by the DEC authorities. Also, only approved items at designated rates are required to be sold at the canteen. The **timings of the canteen** are strictly to be followed. It may be noted that the timings may change as per Institute routine. Tentative timings are as given below: -

<u>Sl No</u>	<u>Morning</u>	<u>Afternoon</u>
(a)	8 AM to 12 PM	1PM to 5.30 PM

- (b) The **approximate strength** of residents of the DEC Campus during regular semester (January to April and mid-July to November) is approximately 150. The numbers during summer and winter vacations (i.e. during June, July and December each year) is around 50 - 150. This may vary based on number of summer/winter courses offered.

- (c) **Engagement of required staff** shall be done by the Contractor in consultation of the institute authorities for their suitability. It is essential for the staff to be of legal age, suitably trained, and experienced to be deployed. One skilled manager of adequate experience in running canteen will be deputed by the Contractor in consultation with Institute authorities who shall necessarily be present in each shift for supervision and overall management of operations.

- (d) The Contractor will make all necessary arrangements for **neat, clean and organisational outlook** of all its workers befitting stature of DEC in consultation with institute authorities. The workers will always maintain a clean appearance including **wearing uniform**, use of clean hand gloves, headgear and necessary accessories while working. Contractor should make all necessary arrangements towards this effect

- (e) The Contractor shall ensure **separate preparation** and serving of vegetarian including non-vegetarian meals.

- (f) There shall be a provision of a **monthly meeting** between the Contractor (or a representative authorized to take policy & financial decisions on behalf of the Contractor) and Institute authorities as a mandatory term.

- (g) The Contractor shall carryout **regular medical check-up** (as directed by the institute authorities) for all manpower deployed at Institute at own cost, so as to ensure medical fitness of all such manpower while at Canteen operations.

- (h) The Contractor will make all necessary arrangements for **accommodating and transporting all manpower** deployed by him so as to ensure timely operation of canteen. Institute will have no obligation in this regards whatsoever.

- (i) The Contractor will ensure **upkeep of infrastructure** (as the case may be) provided to him by the institute. All such maintenance of Institute property / equipment will

be carried out by the Contractor at his own cost.

(j) The Contractor will ensure absolute **hygiene and cleanliness** including periodic pest control and debugging of the canteen compound and surroundings with proper waste disposal in harmony with institute systems. Any issue attributable to the Contractor in said areas will be sorted by the Contractor or will be handled by the Institute out of his cost.

(k) The Contractor will be solely responsible for the general **discipline and conduct of his staff** at the Institute at all the time. It may be noted that only verified individuals through mandatory Police verification on submission of such document will be allowed to enter the Institute and will be deemed deployment worthy. In case of a violation financial penalty will be levied on the Contractor as deemed fit by the Institute.

(l) The contractor will pay **Rs. 1500/- towards water and electricity charges** every month. Wastage of water and electricity must be avoided.

(m) The contractors will have to bid for license fee for the premises of canteen for the first six months. For next and subsequent year, the fee will be increased @ 5% each year. **The highest bidder will be given the offer to start the canteen.**

(m) The Contractor will be required to provide a refundable interest free Bank Guarantee of **Rs. One Lakh only** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank, and will be held against in default in performance and violations of terms and conditions.

(n) The contract will have an option to extend the contract **with the same terms & conditions of the present contract** for a period of six months on acceptance of the Contractor. This will be applicable within the currency and six months after expiry of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. Infrastructural and equipment related terms: -

(a) Major civil and electrical works at the canteen site will be attended by DEC. Maintenance jobs such as repair and running expenses are the responsibility of the Contractor.

(b) The Contractor has to make all necessary arrangements to run canteen successfully at the campus. The serving facility will be vetted by the DEC authorities for their quality and fitness before use. Upkeep of all items provided by DEC will be the sole responsibility of the Contractor.

(c) Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the Contractor. Any damage to the Institute Infrastructure by the Contractor's team or caused due to their neglect will be repaired or replaced at Contractor's cost and shall attract penalty (**Refer Appendix F**).

3. Terms related to Cleanliness and Hygiene: -

(a) Cleaning of canteen and its surroundings will be the sole responsibility of the Contractor. The highest possible standards of hygiene are expected. Violations attract financial penalty as laid out vide this document.

(b) DEC is a total tobacco free campus, therefore none of the staff deployed at the campus should be possessing or consuming tobacco products such as bidi, cigarette, chewing tobacco in any form, gutkha, masala, pan etc. Violation will attract penalty.

4. **Daily functioning of the Canteen: -**

- (a) List of items along-with fixed rates is placed at **Appendix 'E'**. The rates have been fixed by DEC and will be supported by the Contractor for entire duration of contract.
- (b) The Contractor will ensure functional canteen on all days. In the process, it is expected that the Contractor will ensure highest standards of taste, health, service, aesthetics, layout, professionalism, hygiene and cleanliness to the utmost satisfaction of Institute authorities.

5. **Minimum eligibility Criteria**

DEC has set up minimum eligibility criteria for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid.

<u>Sl. No.</u>	<u>Criterion</u>	<u>Documents to be provided</u>
1.	The bidder shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of incorporation and Partnership Deed. (As the case may be)
2.	The bidder should be in canteen / catering business for not less than three years before 31/07/2019. Bids of firms which are not in existence / canteen / catering business for 3 years as mentioned above shall not be considered.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2018-19 , 2017-18,& 2016-17)	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
4.	The bidder is required to submit central license of his firm for running canteen / mess obtained under FSSAI act 2006 along-with his technical bid.	Central license for running Canteen (as per FSSAI act 2006)
5.	Bidder should be registered with Income Tax and Goods & Service Tax departments	(a) Attested copy of PAN/GIR Card (b) Attested copy of Goods & Service Tax registration certificate
6.	Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act).	(a) Attested copy of the Employee Provident Fund registration letter / certificate. (b) Attested copy of the Employee State Insurance registration letter / certificate.
7.	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Appendix-'C'

<p>8. Bidder should have provided annual canteen service at least three (3) Government clients/PSU/Public Sector Companies/ Banks/ Central & State Educational Institutes of reputed satisfactory.</p>	<p>Certified Work/ Supply Orders/ Agreements for award of running Canteen in support of past orders/ contracts with Government clients/ PSU? Public Sector Companies/ Banks/ Central & State Educational Institutes of repute. The Contractor will have to furnish contract numbers of authorities from concern organization for verification of successful/ satisfactory completion of such work.</p>
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Note: - Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.

6. Evaluation Criteria: -

(a) Technical bids will be opened first and evaluated based on the documentary and evaluation criteria including minimum eligibility criteria stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

(b) As per the price bid format, **bidders will bid for the License fee and the H-1 bidder (highest price offering bidder) will be awarded the contract for running the canteen.**

(c) The rate is to be quoted after considering Minimum Wages for Zone 'B', as prescribed by Central Ministry of Labour & Employment, Govt. of India, as applicable on the date of issue of this Tender. ESI, PF & other statutory requirements and other obligations of this tender document.

(d) No ambiguity should be there in the quoted price and the rate must be as per the price bid format. Conditional offer or the proposal not furnished in the format attached at **Appendix 'D'** shall be considered non-responsive and is liable to be rejected.

Special Terms and Conditions

1. The bidding firms are advised to study carefully the various clauses contained in the Special Terms and Conditions before submitting their bids. Firms willing to participate in the tender may also visit Dhemaji Engineering College, Dhemaji and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the contractor (employer) will be as under:

- (a) Minimum Daily Wages: Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Assam) from time to time, whichever is higher.

3. **Contract Implementation.**

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work. The contractor will submit medical certificate/any other certificate as age proof of the workmen deployed by him. The contractor will also submit medical certificate to the effect that the workmen deployed by him are fit for work and are not suffering from any contagious disease.
- (c) Working hours will be 8 hours per day for the workmen excluding break period. The timings and the break period will be indicated by the authorized rep. of the institute.
- (d) Contractor will provide his telephone numbers of his office/residence/mobile on which he can be accessed / approached by institute.
- (e) The contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the contractor to effect payment to the affected person(s).

4. **Termination of Contract.**

- (a) Institute reserves the right to terminate the contract at any time without assigning any reason.
- (b) The contract can be terminated with 20 days' notice on either side.
- (c) In case the contractor fails to respond to the instructions given by DEC authorities even after 48 hours, the contract may be summarily terminated by DEC without any notice.
- (d) In case of violation of any of the terms and conditions under this contract by the contractor, DEC shall terminate the contract and the security deposit of the contractor shall be forfeited to the extent of loss, damage, penalty against such violation. In case the loss, damage, etc., suffered by DEC is over and above the quantum of amount of security deposit, DEC shall have the right to recover the balance amount by lawful means.

- (e) In case of any default in remittance of statutory dues like EPF, ESI and GST by the contractor or non-compliance of provisions under the Labour Act, the contract is liable to be terminated. Any expenditure incurred by DEC attributable to the fault of the contractor or the manpower deployed by him, such expenditure will be adjusted out of the security deposit and DEC shall have the right to recover the balance amount by lawful means.
- (f) In case of any loss suffered by DEC due to gross negligence and dereliction of duty by the manpower deployed by the contractor, the contractor shall take action forthwith and make good such loss incurred by DEC. Besides, the contractor shall terminate such manpower and take remedial measures to avoid recurrences. A report on the action taken by the contractor shall be submitted to DEC authorities within a week. Failure to adhere to the above, the contract shall be summarily terminated and loss will be recovered from the contractor.
- (g) The successful agency / firm / company will have to deposit a **refundable interest free Bank Guarantee of Rs Two lakh (Rs 2, 00, 000/-)** at the time of award of work. This Bank Guarantee should be from a scheduled/ nationalized bank in the form of Performance Bank Guarantee (PBG) in favour Principal, Dhemaji Engineering College. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract. If contract is further extended beyond the initial period, the PBG shall have to be renewed for the extended period also with a grace period of 60 days. The format of PBG is given at **Appendix 'H'**
- (h) Deductions shall also be made from contractor's performance security during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes.

7. Safety & Insurance.

- (a) The contractor shall follow safety procedures in all respects.
- (b) The contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The contractor will ensure that the workmen maintain good personal hygiene and shall need to be free from any contagious diseases. The workforce will be subjected to medical check-up of appropriate medical authority identified by DEC. Unfit personnel will not be deployed by the contractor. The expenditure on this effect will be paid by the Contractor.
- (d) The contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

8. Security

- (a) The contractor and the persons engaged by him should not have any adverse police record and should bear good character. The Police Verification and security clearance initiation for all the workmen and supervisory staff is to be ensured by the contractor at the time of placement of supply order. The receipt of the verification forms by the concerned Police Department will be furnished within 45 days of signing the contract.

- (b) The security office will maintain register for the contractor's workmen and obtain their signature/thumb impression while coming "IN" and going "OUT" or as the case may be. Mobile phones will not be allowed to be carried while on duty. The same will be deposited with the security at the gate.
- (c) The contractor shall be bound by all security procedures followed at DEC and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the contractor's persons shall be contractor's responsibility.
- (d) The contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (e) Institute reserves right to disallow any or all of the contractor's men from being deployed inside the institute campus without assigning any reason.
- (f) In the event of any damage to the property of the institute or life of its employees and/or their dependents the contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the contractor at market value out of his monthly bill or PBG.

9. **Statutory Obligations**

- (a) The contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following
 - (i) Contract Labour (Regulation and Abolition) Act 1970
 - (iii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iv) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (v) Minimum Wages Act 1948
 - (vi) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the contractor shall be borne by the contractor himself.

- (i) The contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work. The authorized representative shall be entitled to inspect these records at any time.
- (ii) If a bidding firm/contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debarring of the firm, shall be initiated.
- (c) **Indemnity Clause.** The contractor shall indemnify DEC against any litigation arising from violation of statutes, laws and rules during operation of the contract. The contractor shall conduct all legal proceedings as may be necessary without any cost to the Institute. If due to any reason whatsoever, DEC management is made liable to pay any liabilities of the contractor under any of the said laws etc, the same shall be recovered from the dues payable by DEC to the contractor and/or from the security deposit(s) furnished by him. The contractor has to execute an indemnity bond stating **"The Contractor indemnifies DEC of any issues arising on account of running canteen at DEC"** at the time of signing the contract.

10. **General**

- (i) The persons employed by the contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short sure of supply order forfeiting the security deposit.
- (j) If any employee of the contractor is found to have committed misconduct or misbehavior, the institute at its sole discretion, may direct the contractor to remove such employee and the contractor shall remove such employee(s) without questioning the decision of the institute. Any claim by such workmen shall be fully discharged by the contractor.
- (k) The personnel deployed by the contractor will not become member of any trade union of the Institute. If the personnel employed by the contractor indulge in union activities which affect the service obligation of the contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (l) Further, the personnel deployed by the contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (m) The personnel deployed by the contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (n) No housing/accommodation will be provided by the institute to the personnel deployed

by the contractor unless otherwise specifically provided in the contract.

11. **Force Majeure.**

Neither the DEC nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.