

Notice Inviting Tender

Sealed tenders are invited by Principal, Sri Guru Gobind Singh College of Commerce, Pitam Pura, Delhi during the year 2019-20

Name of the works	Operation of Canteen and Mess at Sri Guru Gobind Singh College of Commerce
Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand only)
Cost of the Tender	Rs. 500 /- (non-refundable) in the form of Cash / Demand Draft / Pay Order drawn in favour of Principal, Sri Guru Gobind Singh College of Commerce
Last Date of Sale of Tender	9 th July 2019 upto 12.30 PM
Last Date of Receipt of Bid	9 th July 2019 upto 3.00 PM
Date, Time and Venue for opening of bid	9 th July 2019 (3.30 P.M) in Principal Office

1. Scope of work / location:

- a. **Running and operation of (1) Canteen/Cafeteria including indoor and outdoor Hospitality services as & when required (2) Mess for Mata Sahib Kaur Girls Hostel of Sri Guru Gobind Singh College of Commerce.** There are approximately 2000 students studying at this college and about 125 girl students are residents of Girls Hostel.
- b. Hospitality arrangements, to order, like Tea / Coffee / Soft drink / Snacks / Lunch (packed) Catering to all the Offices (i.e. on all the floors) of the college and also provide the service and Buffet Lunch / Dinner / Tea for various academic and Cultural Activities, Festivals, Seminars, Symposiums, Conferences, Training Programs, Press Conferences, Statutory Bodies Meetings, Annual Day Convocation, Teachers Day, Gurburab, any other function. In addition to this arrangement are also required for examination and admission / counseling etc. as informed by the university from time to time.
- c. The tenderers are advised to visit the canteen before participating. The tenderer should assess the volume of business themselves. Sri Guru Gobind Singh College of Commerce will not guarantee any minimum / maximum business.
- d. There are relatively lean months of June-July when students have vacations. Tendered must impute this in their bids.
- e. The college is also center of NCWEB and School of Open Learning where students attend classes on Sundays.

TERMS AND CONDITIONS

1. Tenure

- a. The contract will be for three years to start with from the date of signing the agreement. The agreement may be renewed by the college after reviewing the performance of the contractor for subsequent years.

2. License fee and other Charges

- a. The licensee shall obtain a certificate from the MCD / Delhi Government / Delhi Police for running the canteen within the college premises. He should also possess GST no.
- b. The contractor will pay the following charges to the college
 - i. License fee of Rs. 1500/- per month to be paid in advance for each month
 - ii. Electricity charges – actual basis as per sub-meter reading
 - iii. The licensee shall pay Rs. 2000/- (two thousand) per month as maintenance charges.
 - iv. Security amount (Refundable) – Rs. 25,000 /- (Rupees Fifteen Thousand only). No interest on security deposit is payable.
 - v. The invoice raised by college for above payments shall carry GST (exclusive) and shall be paid by vendor to the college (over and above the payments) and college will pay to tax authorities.
- c. The licensee shall have to pay the payment charges @ Rs. 20 per day, or maximum of Rs. 1000/- per month for the late payment of the license fee, electricity and water charges.
- d. The licensee has to arrange water tank at his own expenses if water crisis occurs.
- e. The contractor shall be responsible for the payment of GST/Sales Tax/VAT on eatables if applicable to the tax department. He should provide a duplicate copy of the GST tax receipt to the college.

3. Service

- a. The contractor will be required to provide service in the canteen premises and also in various rooms of the college such as the Principal's office, Staff Room, Science Block and other departmental rooms. The service would be free of any charge.
- b. At least one sweet and three salty items (samosa, vada, pakora, chowmeen etc.) will be prepared daily. But the menu would be prepared according to the college from time to time. The contractor should change menu for lunch every week. The items and their size and weight including quality should be approved by the canteen committee.
- c. Materials used for cooking purpose tea, coffee, spices, food stuffs, vegetable etc. should be of good quality and before expiry date. In case of violation, strict legal action will be taken.
- d. The contractor will take all necessary precautions against fire hazards.
- e. The rate list and menu as approved by the college should be displayed clearly daily. Any change in the rate list or item should be duly approved by the canteen committee.
- f. A menu card should be provided to the staff during the time of order.
- g. The canteen committee of the college has the right to visit periodically, or have surprise visits to check the quality of food, services, cleanliness of the canteen and report to the principal. If required a feedback from the users could be obtained anytime.
- h. The contractor shall quote the rates and the same are to be approved by canteen Committee. Rate list is to be displayed on notice board at canteen.
- i. The contractor shall not sub contract the running of canteen to any other party. No other commercial activity shall be undertaken in the college canteen premises.

Signature of the contractor
Name, address and ph/mob

4. Timings

- a. The canteen will function on all seven days of the week except gazetted Holidays.
- b. It will function from 8:30 AM to 6:00 PM and may change per additional requirement. Timing could be flexible but with prior permission from the college authority.
- c. Skeletal services would be provided by the canteen on Saturday with permission from the Principal.

5. Hygiene and cleanliness:

- a. The contractor will have to make arrangement for cleanliness of canteen and its surroundings including sewerage to the satisfaction of the college. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste. The garbage bins should be covered always and away from the eating place.
- b. The contractor shall arrange the items i.e. crockery, utensils, boilers, juice machine, cooking gas cylinders, cooking stove etc. and maintained the said items and proper and hygienic conditions.
- c. The contractor has to ensure the cleanliness of the dress worn by the employee during the time of the serving in the canteen as well as in rooms/staff rooms. They should wear photo I-card and should carry clean duster with them always.
- d. Latest equipment has been provided in canteen kitchen & pantry. These shall be maintained in good running condition by contractors at his own cost. In case of any damaged cause to equipment, furniture, fitting & fixture, then it shall be got replaced at contractor's cost.

6. Canteen Employees:

- a. The contractor shall be subject to the regulation of labour laws of Delhi Government.
- b. The contractor shall be under the discipline of the college and shall in no case disturb the working of the college and follow the instructions issued from time to time in this connection. The employees would remain decent and courteous. Any of his employees indulging in any act of indiscipline, misbehavior or violent act(s) or abets others in doing so, and if it is prima facie proved, then contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities of the college.
- c. Proper Police verification of person deputed by Contractor shall be got done.
- d. All rules & Regulation is legal requirement for employment of labour and obtaining license for running of college canteen is responsibility of contractor.
- e. Any Dispute/Litigation is subject to Delhi Jurisdiction.

Signature of the contractor
Name, address and ph/mob

7. Utilization of canteen premises

- a. The possession of the premises will always be that of Sri Guru Gobind Singh College of Commerce even when the premises would be in use of the contractor.
- b. The contractor shall have no right to sub-let, assign the license in any manner to any third party or authorize any other person to run the canteen once it has been formally awarded to him.
- c. The contractor is responsible to maintain the infrastructure facilities provided by the college such as sitting spaces, fans, electrical fittings, sanitary fittings, water cooler etc.
- d. No employee/student/outsideers will be allowed to smoke or consume alcohol/banned or abused drugs in the canteen. The contractor shall not keep or sell any tobacco products or any hard drinks, other health hazard articles.

8. Termination of the contract :

- a. In case of Termination of contract, contractor shall handover possession of canteen premises immediately and no claim of any type of contractor shall be entertained.
- b. The college reserves the right to terminate the contract at any time after getting recommendation of an independently appointed committee against any serious complaint(s) regarding the performance/maintenance of the canteen. The committee shall consist of at least one student and non-teaching staff representative along with other members appointed by the college. The decision of the college in this regard shall be final.
- c. The contract can be terminated either by the college or the contractor by giving three months of notice. However, if the contractor seeks termination of the contract in between the contract period his security deposits would be forfeited and if the college does so then the security deposit would be refunded to the contractor.
- d. In case the contractor violates the terms & conditions of the contract his contract would be cancelled without any notice.
- e. In case of any violation of the provisions of contract, The Principal in consultation with canteen committee will impose damage compensation @ Rs. 500 /- per act of violation subject to maximum of Rs. 2,500 /- per day of violation. If violation continues for more than 3 days, Principal may determine the contract without any further notice.

9. The college reserves the right to reject any or all the tenders without assigning any reason whatsoever and is not bound to accept the lowest rates of items.

10. Successful tender shall execute the agreement on legal stamp paper of Rs. 100 /- for running & operation of canteen of Sri Guru Gobind Singh College of Commerce and accepted tender along with terms & conditions shall form part of the agreement.

Signature of the contractor
Name, address and ph/mob

Tender for Running Canteen/Mess
Sri Guru Gobind Singh College of Commerce

Sir,

I am submitting the tender for providing catering services for Sri Guru Gobind Singh College of Commerce canteen/mess on contract basis as per details given below:-

1. Name of the Contractor: _____
2. Address: _____
3. Registration/License No. (If a co-operative society) _____
(Attach attested Photostat copy of license issued by the competent authority)
4. Details of contracts executed till date (in a separate sheet with proof) in the following format

<u>S. No.</u>	<u>Nature of Contracts</u>	<u>Period</u>	<u>Government / Educational / Private Institutions</u>
---------------	----------------------------	---------------	--

I)

II)

5.

<u>S. No.</u>	<u>Present Contracts in hand</u>	<u>Period</u>
---------------	----------------------------------	---------------

I)

II)

6. PAN&GST number,
7. Man Power / Resources available:
8. Name of your banker/s with address _____
9. Any other relevant information including information about conviction or pending cases under the Prevention of Food and Adulteration Act 1954

Signature of the contractor
Name, address and ph/mob

(ESSENTIAL)

RATES PROPOSED TO BE CHARGE FOR THE ITEMS SERVED AT THE CANTEEN

S. No.	Items	Weight / Measure	Rate Offered
1	Masala Dosa with sambhar	Per Plate	
2	Plain Dosa with Sambhar	Per Plate	
3	Vada with Sambhar	2 pcs.	
4	Idli with Sambhar	2 pcs.	
5	Veg. Cutlet	1 pcs.	
6	Veg. Sandwiches	2 pcs.	
7	Grilled Sandwich	2 pcs.	
8	Samosa	1 pcs	
9	Bread & Butter	2 slices	
10	Bread Pakora	1 piece	
11	Veg. Chowmein	Full Plate	
12	Fried rice	200 gm	
13	Veg patty	Per pc	
14	Paneer Patty	Per pc	
15	Pav Bhaji	Per Plate	
16	Chholey Bhature	Per plate	
17	Rajma Chawal	Per Plate	
18	Kadhi Chawal	Per Plate	
19	Stuffed Parantha (Onion) with curd	2 Nos.	
20	Hot Coffee	Per Cup(150ML)	
21	Tea	Per Cup(150ML)	

22	North Indian Thali -Seasonal Vegetable -Rice/Pullao -Dal/Chholey/Rajma -Raita - One Paneer Dish -Roti / Parantha -Sweet -Pappad		
TOTAL (X)			
DESIRABLE I (i)			
	BEVERGES		
1.	Cold Coffee	Per Cup(200ML)	
2.	Lemon Tea	Per Cup (150ML)	
3.	Green Tea	Per Cup(150ML)	
4.	Fresh Lime (Sweet / Salted)	Per Glass (200ML)	
5.	Coconut Water	Per Glass (200ML)	
6.	Packed Juice & Mineral Water		As per MRP
7.	Hot Coffee	Per Cup (150ML)	
8.	Cold Coffee	Per Cup (200ML)	
9.	Tea	Per Cup (150ML)	
10.	Mix Veg Uttapam with Sambhar	Per Plate	
11.	Upama	200 gm	

Signature of the contractor

12.	Lemon Rice	250 gm	
13.	Sweet Corns	150 gm	
14.	Pop Corns	50 gm	
15.	Aaloo Chat	200 gm	
16.	AalooTikki	2 pcs.	
17.	Paneer Pakoda	50 gm	
18.	Mix pakoda	200gm	
19.	Veg Kathi Roll	Per pc	
20.	Paneer Kathi Roll	Per pc	
21.	Veg Burger	Per Piece	
22.	Veg Momos	Full plate (8 pcs)	
23.	Vegetable Manchurian	150 gm	
24.	Veg. Noodles and Manchurian	Per plate	
25.	Fried rice and Manchurian	Per plate	
26.	Spring Roll	Per pc	
27.	Chholey Kulche	Per plate	
28.	Stuffed Parantha (Paneer) with curd	2 Nos.	
29.	Stuffed Parantha (Aloo) with curd	2 Nos.	
30.	Puri Aloo	Per Plate	
31.	Ice Cream		As per MRP
32.	Yoghurt / Curd		As per MRP
33.	Flavored Milk		As per MRP
34.	Confectionery Items (Biscuit, Chocolates, Wafers etc.)		As per MRP

Signature of the contractor

PRICE MENU

WORKING LUNCH DURING SEMINARS/CONFERENCES/OTHER COLLEGE EVENTS

S.NO.	Name of Item	Rate per plate for approx. 100 persons (inclusive all taxes)
1	Bottled Water (200ML)	
2	Soup	
3	One Dish of Paneer	
4	One Vegetable	
5	Channa/Dal	
6	Raita/Curd	
7	Pullao/Rice	
8	Salad	
9	Puree/Chapati	
10	Sweet	
11	Pappad	
Signature of the Contractor		

RATES PROPOSED TO BE CHARGE FOR THE ITEMS SERVED AT THE MESS FOR 100-120 STUDENTS

Day	Breakfast	Lunch	Evening Tea	Dinner
Monday	Poha ,Tea/ coffee,Brown bread+ butter/ jam	Arhar daal Aloo gobhi/ methi Dahi, Chapati, rice Green salad	Spring Roll/French Fries Tea/coffee, nimbu paani	Paalak paneer/ corn/ sarson saag Urad chana daal Rice, chapatti
Tuesday	Aloo Parantha, Tea,Brown bread+ butter/ Jam	Kali Masoor daal Bhindi, Dahi Chapati, rice, Green salad	Dahi Bhalla Papdi Tea/coffee, nimbu paani	Kala chana Bhartha/ aloo baingan, Rice, chapatti
Wednesday	Paneer sandwich Milk+ cereal/ Tea/ coffee,Brown bread+ butter/ jam	Moong daal paalak Matar bandgobhi Dahi, Chapati, rice Green salad	Chowmin/Pasta Tea/ coffee, nimbu paani	Lobia Non veg Mix veg Rice, chapatti Dessert
Thursday	Paav bhaaji ,Tea Brown bread+ butter/ jam	Ghia chana daal Veg kofta Dahi Chapati, rice Green salad	Upma/Cutle ts, Tea/coffee, nimbu paani	Kadhai panner Aloo vadiyan Rice, chapatti
Friday	Seasonal veg sandwich Tea Brown bread+ butter/ jam	Rajma Tori/ sitaphal Dahi Chapati, rice Green salad	Chiili Patato/Chilli Paneer Tea/ coffee, nimbu paani	Dal makhni Non veg Aloo matar/ matar nutri-nuggets Rice, chapatti Dessert

Saturday	Seasonal veg parantha ,Tea Brown bread+ butter/ jam	Kadhi Aloo beans/ simla mirch Dahi Chapati, rice Green salad	Samosa Tea/ coffee, nimbu paani	Paav bhaji/ matar kulcha Veg Pulao chapatti
Sunday	DOSA/IDLI/ Brown bread+ butter/ jam , Fruit, milk	Brunch: Aloo puri/ chhole bhature, Fruit, Peas pulao, Chhaachh	Grilled Sandwich coffee,/nimbu paani	Tori chana daal Zeera aloo Rice, chapatti Dessert

\Dessert: kheer, gulab jamun, rasgulla, halwa, ice-cream, pastry,

(Once in a week)

Rate per student per month_____

The above contents are only indicative there may be slight variation in the content based on the feedback of students & staff.

I/we declare that the above-mentioned quoted rates will remain valid for one (01) year from the commencement of contract agreement and in no case shall I/we demand any increase of rates on any ground whatsoever. The terms and conditions as indicated in the instructions to Tenderer are acceptable to us.

(Seal and Signature of the Tenderer)

DETAILS OF PREVIOUS CONTRACTS

Period of Contract From To		Name and Address of the Organization with reference letters	Name of the contact person & Phone No.	Value of Contract and other details	Remarks

SEAL AND SIGNATURE OF THE BIDDER

Place:-

Date:-

(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)

AFFIDAVIT

I /we..... Partner(s)/Legal
Attorney/Proprietor(s)/Accredited Representative(s) of
solemnly declare that:

All information furnished by me/us in fulfilment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.

My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents. The Price Bid submitted by me/us is "WITHOUT ANY CONDITION".

If any information or document submitted is found to be false/incorrect, the college may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD)/Performance Guarantee and blacklisting of my/our firm and all partners of the firm etc.

I/we declare that the Government of India or any other Government body/PSU/Autonomous bodies has not issued any show cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that Sri Guru Gobind Singh College of Commerce is not bound to accept highest ranked bid/lowest bid or any other bid that may receive.

(Signature of the Tenderer with Seal)

Seal of Notary & Date

DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BY COLLEGE AND THE CONTRACTOR FOR RUNNING CANTEEN AT SRI GURU GOBIND
SINGH COLLEGE OF COMMERCE PREMISES, NEW DELHI

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

AGREEMENT

This Agreement made on this date between the Sri Guru Gobind Singh College of Commerce (hereinafter called the college), New Delhi-110096 of one part and Shri/Mrs/Ms _____ of M/s _____ of the other part (hereinafter called the caterer).

The college needs a caterer to run Canteen as mentioned in the Tender Document invited by the college to the students, staff and guests of the college. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare/cook and serve the items to the student, staff and guests in the Canteen, office complex and in the conference room / auditorium etc. (in special cases as and when required).

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Canteen in the premises of the college, initially for a period of one year w.e.f 2019 on the terms & conditions contained in the Tender Document, college Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three- month notice by either side.
2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The college authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the college with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/ consumption, the college authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the college reserves the right to impose financial penalty as decided by the college authorities or the contract may be cancelled without giving any notice.
3. The items of menu, which the Caterer would be expected to supply in the Canteen, as per tender document. The rates of items to be served by the Caterer shall be valid for one year, i.e., from the award of contract and in-between revision shall "NOT be allowed. The college may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till

such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use only Delhi Milk Scheme/Mother Dairy/Amul milk. In case he is unable to maintain supplies of Delhi Milk Scheme/Mother Dairy/Amul milk for any reasons, he should arrange to procure from other sources supplying good quality milk. The security deposit to DMS/Mother Dairy/Amul, if any, will be paid by the caterer himself.

5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.

6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Delhi or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That in the event of MCD, Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.

8. That the contractor has agreed to pay to the college electricity, water and other charges as mentioned in the tender document.

9. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the college staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

10. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the college due to his actions, disobedience or misconduct, the caterer shall accept the decision of the college as final and abide by such decision. such an event, the college shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the college authorities indemnified.

11. The college will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the college may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

12. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

13. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the college to the contractor and the possession of the premises will always that of the college, even when the premises are in use or occupation of the caterer.

14. The college shall provide to the caterer necessary equipments, furniture & fixtures and he shall maintain them in good condition. He shall be responsible for their maintenance.

15. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the Canteen Staff and these shall be of good quality and standard.

16. The caterer shall also be responsible for the upkeep of equipments provided by the college. In case of any damage to the furniture and equipments by any person, he will immediately inform in writing the concerned authorities of the college for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the college.

17. All the equipments, furniture/fixtures, including LPG and electrical connection of the Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.

18. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the college authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the college designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed on behalf of the Contractor

Signed for and on behalf of College

(Authorized Signatory)

(Authorized Signatory)

DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BY COLLEGE AND THE CONTRACTOR FOR RUNNING MESS AT SRI GURU GOBIND SINGH
COLLEGE OF COMMERCE PREMISES, NEW DELHI

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

AGREEMENT

This Agreement made on this date _____ between the Sri Guru Gobind Singh College of Commerce (hereinafter called the college), Delhi-110034 of one part and Shri/Mrs/Ms _____ of M/s _____ of the other part (hereinafter called the caterer).

The college needs a caterer to run Mess as mentioned in the Tender Document invited by the college to the Girls Hostel of the college. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare/cook and serve the items to the Girl Students in the Girls Hostel of the College.

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Mess in the premises of the college, initially for a period of one year w.e.f2019 on the terms & conditions contained in the Tender Document, college Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.
2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The college authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the college with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the college authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items. If, however, this problem recurs in spite of warning having been issued, the college reserves the right to impose financial penalty as decided by the college authorities or the contract may be cancelled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the Mess, as per tender document. The rates of items to be served by the Caterer shall be valid for one year, i.e., from the award of contract and in-between revision shall "NOT be allowed. The college may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.
4. That the caterer shall use only Delhi Milk Scheme/Mother Dairy/Amul milk. In case he is unable to maintain supplies of Delhi Milk Scheme/Mother Dairy/Amul milk for any reasons, he should arrange to procure from other sources supplying good quality milk. The security deposit to DMS/Mother Dairy/Amul, if any, will be paid by the caterer himself.
5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.
6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Delhi or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Mess Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.
7. That in the event of MCD, Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.
8. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the college staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.
9. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the college due to his actions, disobedience or misconduct, the caterer shall accept the decision of the college as final and abide by such decision. such an event, the college shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the college authorities indemnified.

10. The college will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the college may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.

11. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.

12. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the college to the contractor and the possession of the premises will always that of the college, even when the premises are in use or occupation of the caterer.

13. The college shall provide to the caterer necessary equipments, furniture & fixtures and he shall maintain them in good condition. He shall be responsible for their maintenance.

14. The caterer shall provide all other implements for running the Mess like crockery, cutlery, table linen, flower posts, livery or the Mess Staff and these shall be of good quality and standard.

15. The caterer shall also be responsible for the upkeep of equipments provided by the college. In case of any damage to the furniture and equipments by any person, he will immediately inform in writing the concerned authorities of the college for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the college.

16. All the equipments, furniture/fixtures, including LPG and electrical connection of the Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.

17. That the Caterer shall maintain a Suggestion Book for recording suggestions for improvement of Mess Services. Such suggestions, as approved by the college authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the college designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed on behalf of the Contractor
College

Signed for and on behalf of