



गार्गी महाविद्यालय GARGI COLLEGE

दिल्ली विश्वविद्यालय / University of Delhi

सिरी फोर्ट रोड, नई दिल्ली-110049 / Siri Fort Road, New Delhi - 110049

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E-TENDER FOR PROVIDING CANTEEN SERVICES AT GARGI COLLEGE, SIRI FORT ROAD, NEW DELHI-110049

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TENDER No.
GARGI/DU/ADMN/CANTEEN/2022/13

GARGI COLLEGE
SIRI FORT ROAD
NEW DELHI-110049

SECTION – I

(NOTICE INVITING E-TENDER)



गार्गी महाविद्यालय GARGI COLLEGE

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No. GC/9/2022/

Dated:-

NOTICE INVITING E-TENDER

E-TENDER FOR PROVIDING CANTEEN SERVICES AT GARGI COLLEGE, SIRI FORT ROAD, NEW DELHI-110049

Gargi College invites online bids for providing Canteen Services at Gargi College, Siri Fort Road, New Delhi-110049 from registered and authorized firms/agencies/contractors as per details given in the tender document. Gargi College has total strength of approx. 5000 students, 280 teaching & 150 administrative staff. The college is also center of IGNOU therefore classes of these centers are held on Sundays as well.

Tender No.

Important Dates

Date of Publishing	-	21/11/2022
Bid Document Download Start Date	-	21/11/2002
Bid Submission Start Date (online)	-	22/11/2022
Bid Submission End Date (online)	-	05/12/2022
Date of Technical Bid Opening (online)	-	07/12/2002

EMD to be submitted in the form of Demand Draft in favour of "Principal, Gargi College, New Delhi-110049. It must reach the office before the closing date.

- Manual bids shall not be accepted. The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>
- The Competent Authority reserves the right to reject any or all the bids without assigning any reason thereof. The decision of the Competent Authority of the College shall be final and binding.

Principal



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TENDER No.
GARGI/DU/ADMN/CANTEEN/2022/13

GARGI COLLEGE
SIRI FORT ROAD
NEW DELHI-110049

SECTION - 2

(AFFIDAVIT)



गार्गी महाविद्यालय GARGI COLLEGE

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(ON NON-JUDICIAL STAMP PAPER OF RS. 10/-) AFFIDAVIT

I /wePartner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) ofsolemnly declare that:

I/we are submitting tender for providing Canteen Services at Gargi College Tender Notice No. _____ dated _____

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 Gargi College 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



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GARGI COLLEGE
SIRI FORT ROAD
NEW DELHI-110049

SECTION – 3

(INSTRUCTIONS TO BIDDERS)



गार्गी महाविद्यालय GARGI COLLEGE

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MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

1.1 Basic Eligibility:

1.1.1 The bidder should be in catering business (excluding beverage and snacks services) for a continuous minimum period of five (05) years as on 01/11/2022 **having headquarter in Delhi**. The caterer is required to meet the catering requirement of students, staff (**Proof to be submitted as Annexure-I**).

The bidder must have experience of similar work i.e. running canteen of any government department/institutions/organization/guest houses for officers/staff guesthouses (**Proof to be submitted as Form-II**).

Similar work means the running of the Canteens of government departments/ institutions / organizations / companies / guest houses for officers/staff. This certificate should be issued by the client on the letter head (**As per format at Form-III**).

1.2 Financial Turnover (Gross):

1.2.1 The bidder's minimum annual financial turnover (gross) in catering services during the last three financial years, i.e., 2019-20, 2020-21 & 2021-22 should not be less than Rs. 20 Lakh per year generated from operations of Canteen services. A certificate to this effect from an authorized Chartered Accountant should be submitted. (**Proof to be submitted as Form-IV**).

1.3 Performance Certification:

1.3.1 Tenders received without proper documents, including EMD (Demand Draft), shall be summarily rejected. For the purpose of pre-qualification, applicant will be evaluated in the following manner:

(i) The Technical Evaluation shall have 30% weightage out of 100 marks.

Evaluation Matrix:

S.No.	Description		Marks
Weightage of Technical Bid			
I	(i) Experience 5 Years (6 Marks)	Annexure-V	



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	Above 5 to 8 Years (9 Marks) Above 8 to 10 Years (12 Marks) Above 10 Years (15 Marks)		
II	Assessment of average turnover for the preceding three financial years on the basis of certificate by Chartered Accountant (10 Marks)		
	(i) Turnover between INR 20 Lakhs to INR 50 Lakhs (10 marks) (ii) Turnover above INR 50 Lakhs to INR 70 Lakhs (12 marks) (iii) Above 70 Lakhs (15 marks)		
	A. Technical Bid Marks (Max 30 Marks) (I + II + III)		
	B. On Site Visit (Max. 20 Marks) (i) Very Good - 20 (ii) Good - 10 (iii) Satisfactory - 05 (iv) Average/Below Average - Nil On site visit to the client declared by the bidder in (Annexure-II)		
	C. Financial Bids Marks (Max 50 Marks) 50% of L1 X 100/Effective Bidder Price (As calculated in Section-6 Page No-)		

(i) On the basis of Part –A (Technical Bid Marks), if the technically qualified bidders are more than 10 (ten), then the committee will make site visit to only 10 (Ten) bidders, who secured highest marks out of 30 (Thirty).

(ii) The financial bids of only those Bidders will be opened who qualify in the technical evaluation stage i.e. composition of 'A' (Technical Bid Marks) + B (On Site visit).



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(iii) The Financial Bid shall have 50% weightage out of 100 marks. Thus, the lowest bidder shall get highest marks (50/50) and others will be getting marks proportionally.

(iv) The Bidder securing highest marks (Technical+Financial+OnSite Visit) will be selected for providing the services and necessary agreement will be executed with that bidder.

Award of Work		
Sr. No.	Description	Weightage
1	Technical Evaluation	30%
2	On Site Visit	20%
3	Price Quoted	50%
TOTAL		100%

Note:- Total points scored by the bidder in each of the above stage will be given the weightage as per above %. A committee of the college will visit the premises declared by the bidder for "On Site Visit" to access the performance of the bidder. The committee will rate the bidder on the score from 0 to 20.

2. SUBMISSION OF ONLINE BIDS:

2.1 The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted under any circumstances.

2.2 Tenderer/Bidders are advised to follow the instructions provided in the "Instruction Tenderer" specified at Section 3 of this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

2.3 All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except original demand draft towards EMD will be accepted offline.

2.4 Bid of bidders not submitting any of the required documents online will be summarily rejected.

2.5 Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.

2.6 The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.



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2.7 Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

2.8 The online bids (complete in all respect) must be uploaded online in Two Covers (Cover-I: Technical and Cover-II: Financial bid) as per Annexure-I and Annexure-II to IV respectively in PDF Format.

3. EARNEST MONEY DEPOSIT (EMD)

3.1. The original hard copy of Earnest Money Deposit (EMD) of ₹ 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft in favour of "Principal, Gargi College" payable at New Delhi is required to be submitted in a sealed envelope superscribed "Tender for providing Canteen services in Gargi College", on or before the closing date and time of e-submission of online bids i.e. by 1700 hrs on 01/11/2022 to Principal, GARGI COLLEGE, SIRI FORT ROAD, NEW DELHI-110049 failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.3. The submission of EMD is compulsory for all the Bidders except who are exempted.

3.4. The EMD shall be returned to the bidder(s) whose offer is not accepted by the college within 30days from the date of signing the agreement with the successful bidder. The EMD shall not carry any interest. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.5. The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.

3.6. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4. FINANCIAL BID: The bidder must submit their financial bid in the prescribed format (.pdf File) specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign on every page of Financial Bid and upload the duly filled in bid documents online without changing the format.

5. EXTENSION OF LAST DATE AT THE DISCRETION OF THE COLLEGE: The COLLEGE, may in its discretion extend the last date for e-submission of the online bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be published on the CPP Portal: <http://eprocure.gov.in/eprocure/app college website: www.gargicollege.in>



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6. OPENING OF TECHNICAL AND FINANCIAL BID

6.1. Online bids (complete in all respect) received along with draft of EMD (Physically) will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorized representative of bidder, if available at college. Bid received without EMD will be rejected straightaway.

6.2. A duly constituted committee will evaluate the Technical Bids (PART-A). The committee will then make an “on site visit” (PART-B) to assess the performance of the top 10 bidders only (on the basis of securing highest marks in Part-A out of 30 marks), if the number of technically qualified bidders (PART- A) is found more than 10. The financial bids of these bidders shall be considered.

6.3. It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

6.4. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

6.5. Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal.

7. NON TRANSFERABILITY: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected;

8. NON-WITHDRAWAL OF BIDS: No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

9. VALIDITY OF BIDS

9.1. Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

9.2. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

10. RIGHT OF ACCEPTANCE:

10.1. The Competent Authority reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to



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accept the lowest or any specific bids. The decision of the Competent Authority in the college in this regard shall be final and binding.

10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3. The Competent Authority reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders. In case of failure to comply with the provisions of the terms and conditions mentioned by the college that has been awarded the contract, the Competent Authority in the college reserves the right to award the contract to the next lowest bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency/contractor, which has been awarded the initial contract and this will be binding on the bidders.

10.5. The college may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

11.1. After determining the successful bidder, the college will award the contract and the contractor shall give a Letter of Acceptance (LoA) in duplicate within 7 days along with other documents as mentioned in the tender document.

11. 2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.



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TENDER No.
GARGI/DU/ADMN/CANTEEN/2022/13

GARGI COLLEGE
SIRI FORT ROAD
NEW DELHI-10049

SECTION - 4

(TERMS & CONDITIONS)



गार्गी महाविद्यालय GARGI COLLEGE

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4. TERMS AND CONDITIONS (GENERAL)

4.1. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the licensees) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed thereunder all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.

4.2. Food license for catering/canteen services in Delhi, issued by appropriate authority of Delhi State, i.e. License under FSS Act, 2006.

4.3. The tenderer should have worked with Government/Public Sector Undertaking/Large Private Sector Institution of higher education, and a Certificate of Performance should be enclosed duly indicating the period/scope of contract and type of payments received.

4.4. The college reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the Tenderer. Decision of college with regard to award of the contract will also depend upon the feed back received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of the college in this regard will be final and binding on all bidders. The college reserves the right to disqualify any bidder on the basis of such feedback of previous/present clients or from the team so formed to inspect the site.

4.5. The tenderer should have GST/ PAN Registration.

4.6. Before submitting the filled-in Tender Document to the college, the bidders may seek clarification(s), if any, from college office in person by visiting the college during working hours (9.30 AM to 5.30 PM) by taking prior appointment.

4.7. The college reserves the right to change any condition of the tender before opening of the Technical Bids.



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4.8. The successful bidder will have to enter into two separate agreements with the college as per draft agreement, subject to amendment before signing, given in Annexure-II (i) and II (ii) before taking charge of the Canteen.

4.9. Canvassing in any form will make the tender liable to rejection.

4.10. Quoted rates should be inclusive of all taxes. The bidder must ensure the same while quoting the prices.

4.11. The revision in the quoted rates after one year of maximum 5% to 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.

4.12. The offer should be valid for a period of at least 365 days from the date of the tender opening.

4.13. The college reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the college shall be final and binding.

4.14. The tenderer is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be bidder's own.

4.15. The tenderer should be prepared to come to Gargi College, to take part in discussion, if required at a short notice.

4.16. The tender for canteen shall be treated as a single unit for Award of Contract and contract will be awarded for canteen to the tenderer only.

4.17. Request for any further extension of the above deadline shall not be entertained. Delayed and/ or incomplete tenders shall not be considered.

4.18. The Agency shall fulfill all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, etc., and proper account of payments including minimum wages being made to the workers of the agency. The Agency shall be solely responsible for any failure to fulfill the statutory obligations and shall indemnify the Institute against all such liabilities, which may likely to arise out of the agency's failure to fulfill such statutory obligations.



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4.19. If the Agency fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit/Performance Guarantee in additions to penalty.

4.20. The Agency shall be solely responsible either for any injury, damage, accident to the workman employed by the agency or for any loss or damage to the equipment/property in the areas of work as a result of negligence/ carelessness of its workers.

4.21. The workers employed by the Agency shall wear uniform and name badge, which is provided by the Agency, and the agency, shall be responsible for the discipline of his workers. The workers are not employees of the Institute and shall not have any claim whatsoever on the Institute and shall not act detrimental to the interest of the Institute. The workers shall have to follow the security regulations as directed by Security and Administration of the Institute. Workers shall not form union or carry out trade union activities in the campus.

4.22. The Agency shall ensure the police verification of all the persons before deploying them at the allotted premises.

4.23. No accommodation will be provided in the campus for the workers and the Agency shall make its own arrangements. They shall be liable to leave the college premises 45 minutes after closing of canteen.

4.24. All furniture required for satisfactory performance of the contract will be provided by the college. The maintenance (excluding repairs, etc. due to normal wear and tear) and upkeep of the above equipments, installations, shall be responsibility of the Agency.

4.25 The Agency shall have to arrange for all cooking equipment, utensils, crockery services etc. on his own for smooth running of the canteen.

4.26 However, the canteen is already equipped with water cooler, exhaust fan, fly catchers, etc.

4.27 The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 1000 to 1500 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.

4.28 Any change in approved MENU is required prior permission from the College Authorities.



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4.29 The agency/contractor or its representative is compulsory required to attend the meeting as and when called.

4.30 The Agency shall not make or cook any meal(s) in the premises of the college for supply to any person(s) outside the college.

4.31 The Agency shall not make any alterations or additions to the accommodation provided in the Institute for cooking and catering purposes.

4.32 All the documentation in the tender should be in English.

4.33 Sub-letting/Sub contracting the work is not permissible under any circumstances.

4.34 The Tender should be complete in all respects.

4.35 The contractor shall only use the Agmark, FSSAI approved product/raw material only. In case at any stage it is found that the lower or inferior quality of product/raw material is being used by the contractor, the college has the right to cancel or penalize the contractor as per the penalty clause of the agreement.

2. PERIOD OF CONTRACT

2.1. The contract for Canteen Services shall remain valid initially for a period of one year. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 9 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.

2.2. The one-year contract period is subject to renewal by the college on satisfactory performance on mutually agreed terms and conditions for a further period of one year each or till such time mutually agreed to.

3. FORFEITURE OF EMD

3.1. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill of the following conditions:

i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;

ii. The Contractor does not commence canteen services within seven days of the award of contract.



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3.2. The Contract for award of Canteen Services through this Tender is likely to come into effect from January, 2023. Hence, the Financial Bids submitted by the bidders should be valid to become operative from date of submission. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

4. PERFORMANCE GUARANTEE/SECURITY DEPOSIT

4.1. The successful bidder will be required to submit Performance Guarantee with college in the form of Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of Principal, Gargi College for a sum of ₹1,00,000 (one lac only) without interest.

4.2. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained by the college for the entire period of the contract and on termination of the contract, the college will refund to the contractor the sum of ₹ 1,00,000/- (one lac only) without interest.

4.3. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the college, the Performance Security will be forfeited without prejudice to the college right to proceed against the contractor for any additional damages that the college suffers as a result of the breach of the aforesaid terms and conditions.

5. College PREMISES

5.1 The canteen shall remain open from 8.00 A.M. to 5:30 P.M. every day. However, depending on the exigencies, the contractor may be required to keep the Canteen open or close as per requirement of college.

5.2 The possession of the premises to be assigned by the college to contractor for providing canteen and mess service will always remain with college, even when the premises are in use or occupation of the contractor. The contractor shall vacate the premises immediately after termination of contract.

6. ELECTRICITY AND WATER CHARGES

The canteen Contractor shall pay the following charges to the college:

Canteen

- i) Canteen : Rs. 8,000/- per month (Payable on quarterly basis in advance)



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- ii) Electricity Charges for canteen: As per actual/billing on the basis of units consumed @ ₹10/- per unit.
- iii) Water Charges: **Rs. 2500/-** per month.

7. PAYMENT

7.1 The payment in respect of official hospitality bills of the college submitted in duplicate by the Contractor shall be released on receipt basis subject to fulfilment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor. Any supply of food items without proper authorization by the designated authority of college will not be paid for TDS as per Income Tax and TDS as per GST, as applicable at the prevailing rates, will be deducted at source.

7.2 In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the college for late payment.

7.3 The rates for the canteen services shall be charged from the staff/students as per quoted rates.

8. TERMINATION OF THE CONTRACT

9.1. The Contract can be terminated by either party, i.e., college or the Contractor, after giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. However, college reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. The college decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

9.2. On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by college, in good working condition, back to college.

9.3. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of the canteen services, college reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.



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10. PENALTY

10.1. The college reserves the right to impose a penalty upto Rs. 500 per day for each deficiency or part thereof on the Contractor for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality, cleanliness and the services willfully or otherwise by the Contractor or his staff or for any adulteration.

10.2. If the college is not satisfied with the quality of eatables served, services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the college will be at liberty to take appropriate necessary steps as deemed fit.

10.3. **Force Majeure:** The college may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

10.4. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

11. SETTLEMENT OF DISPUTES AND ARBITRATION:

11.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the COLLEGE or any person nominated by her/him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings. The decision of the sole arbitrator shall be final and binding on the parties.

12. GOVERNING LAWS AND DISPUTES:

12.1 This shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.



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SECTION – 5

(STATUTORY OBLIGATIONS OF THE CONTRACTOR)



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5. STATUTORY OBLIGATIONS OF THE TENDERER (CONTRACTOR)

5.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen and mess services in college campus.

5.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.

5.3. The Contractor will, prior to the commencement of the operation of contract, make available to college the particulars of all the employees who will be deployed at the college premises for running the Canteen. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.

5.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of NCT of Delhi Government.

5.5. The contractor shall fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.

5.6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.

5.7. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.

5.8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the college by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the college. As a result of the acts of the Contractor, if the college is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the college or the college reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Guarantee of the Contractor lying with the college.

5.9. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc. failure to do so may lead to termination of contract.

5.10. The Contractor shall at all times keep indemnified the principal employer, namely, Gargi College and designated concerned staff for and against all third party claims whatsoever



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(including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

5.11. All employees engaged by the agency shall be comprehensively insured for accidents and injuries by the agency at his cost.

5.12. The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.

5.13. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to college's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by college. The decision of the college designated officer in this regard shall be final and binding on the Contractor.

5.14. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.

5.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. The college management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.

5.16. The college reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defects pointed out by such officers/officials during their visits shall be properly attended to by the Contractor.

5.17. The Contractor shall get the prices of all items approved by the college and no changes, what-so ever shall be made without prior written approval of the college.

2. OTHER OBLIGATIONS OF THE CONTRACTOR

2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment's provided by the college are damaged. Any damages done to the same or any other property



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will have to be repaired / replaced by the Contractor, failing which the same will be got done by college at the contractor's risk and cost. In this regard, the decision of the designated officer of college shall be final and binding on the Contractor.

2.2. All work shall be carried out with due regard to the convenience of college. The orders of the concerned authority shall be strictly observed.

2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of college.

2.4. The Contractor will have to supply breakfast/lunch in the canteen as per requirement and schedule drawn for the purpose by the concerned authorities of the college.

2.5. The Contractor should have sufficient equipment & crockery and other items normally required to cater to at least 1000-2000 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for Buffet Lunch/High Tea, as and when required.

2.6. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the college campus, including Canteen. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.

2.7. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatsoever with college. The college shall have no obligation to control/supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against college for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts in college. In case of any untoward incident/fire/ death/injury of any employee of canteen college will not be liable to pay any damages.

2.8. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the college.

2.9. The Contractor will bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the canteen services in addition to what is provided for by college.

2.10. The Contractor shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.



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SECTION – 6

(TECHNICAL & FINANCIAL BID)



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ANNEXURE-I

TECHNICAL BID

No.

Dated:-

Cover-I (Technical Bid) (following documents to be uploaded online in .pdf format)

S.No.	Document	File Type
1	Proof regarding experience in catering business minimum 5-years (Annexure-I)	.pdf
2	Details of previous contracts/similar work (Attach Details as per Form-II)	.pdf
3	Performance Certification (Attach Details as per Form-III)	.pdf
4	Financial Turnover (Certificate from CA to be uploaded) (Annexure-IV)	.pdf
5	Contact Details/ Company Profile (Attach Details as per Form-V)	.pdf
6	EMD of Rs. 20,000/- (Rs. Twenty Thousand Only) (scanned copy)	.pdf
7	Scanned Copy of Affidavit	.pdf
8	Certified copies (i) PAN, (ii) GST (iii) TIN (iv) Labour Registration, (v) EPFO Registration, (vi) ESIC Registration	.pdf
9	Cost of tender Form Rs 1000/- (Non-Refundable)	.pdf

**Signature of the
authorized signatory of the
Tenderer with seal of the
firm/company with Name, Mob
No & date**



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FINANCIAL BID

E-TENDER FOR PROVIDING CANTEEN SERVICE AT GARGI COLLEGE

SIRI FORT ROAD, NEW DELHI-110049

Financial Bid for College Canteen Service

X

(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	Dal Vada with Sambar	2 pcs	
5	Idli with Sambhar (Plain Veg Idli)	2 pcs.	
6	Veg. Cutlet	2 pcs.	
7	Veg. Sandwiches (Fresh)	4 pcs.	
8	Grilled Sandwich (Veg+Cheese)	2 pcs.	
9	(i) Samosa (ii) Bread Roll	1 pcs 1 pcs	
10	Bread & Butter	2 slices	
11	Veg. Chowmein	Full Plate	
12	Fried rice	200 gm	
13	Veg patty	Per pc	
14	Paneer Patty	Per pc	



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15	Pav Bhaji	Per Plate	
16	Chholey Bhature (2 pcs)	Per plate	
17	2 Eggs Omelette + 2 toast	Per Plate	
18	Upma Veg	Per Plate	
19	Rajma Chawal	Per Plate	
20	Kadhi Chawal	Per Plate	
21	Stuffed Parantha (Onion) with curd	2 Nos.	
22	Hot Coffee	Per Cup(100mL)	
23	Tea	Per Cup(100mL)	
24	North Indian Thali (Regular) -Seasonal Vegetable -Rice/Pullao -Dal/Chholey/Rajma -Raita/Curd -Tawa Roti (2 pcs) -Salad (Onion, Cucumber)		
TOTAL (X)			
DESIRABLE I (i)			
BEVERGES			
1.	Cold Coffee	Per Cup(150 mL)	
2.	Lemon Tea	Per Cup (100mL)	
3.	Green Tea	Per Cup(100 mL)	
4.	Fresh Lime (Sweet / Salted)	Per Glass (200 mL)	
5.	Coconut Water	Per Glass (200 mL)	
6.	Packed Juice & Mineral Water		As per MRP
7.	Lemon Rice	250 gm	



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



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L1 will be decided on the basis of Total Amount mentioned in Section-A
(Essential)

PRICE MENU

WORKING LUNCH DURING SEMINARS/CONFERENCES/OTHER COLLEGE

EVENTS

Y

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 (Seasonal)	
5	Channa/Dal	
6	Raita/Curd	
7	Pullao/Rice	
8	Salad (Veg)	
9	Puree/Chapati	
10	Sweet	
11	Pappad	



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SECTION – 7

(ANNEXURES AND CHECK LIST)



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Form-II

DETAILS OF PREVIOUS CONTRACTS

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

SEAL AND SIGNATURE OF THE BIDDER

Place:-

Date:-



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Form-III

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contact and location -
2. Agreement No.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of start
 - d. Period
 - e. Amount of compensation levied, if any
 - f. Performance Report
 - (i) Quality of Food – Excellent/Very Good/Good/Fair
 - (ii) Resourcefulness - Excellent/Very Good/Good/Fair
 - g. Compliance of all statutory requirements – Yes/No

(Seal of the Organization)

(Signature of the Responsible Authority)



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Form-V

CONTACT DETAILS FORM/COMPANY PROFILE

GENERAL DETAILS OF BIDDERS

1. NAME OF THE COMPANY -
2. Date of Incorporation/Registration -
3. Whether Proprietary Firm/Partnership Firm, Partnership with limited liability/Private Ltd/Ltd. Company/Corp -
4. PAN and GST No. -
5. Labour Registration -
6. EPFO and ESIC Registration -
7. FSSAI Registration -
8. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE -
9. COMMUNICATION ADDRESS -

10. TELEPHONE AND MOBILE NO. -

11. FAX NO. -

12. E-MAIL ID -

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVES

1. NAME OF THE CONTACT PERSON -

2. DESIGNATION -

3. COMMUNICATION ADDRESS -

4. TELEPHONE NO. -

5. MOBILE NO. -

6. E-MAIL ID -



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CHECK LIST

Sr.No.	Particulars	YES/NO
1	Have you filled and submitted all annexures (i) Technical bid, (ii) Financial bid, (iii) Annexure-I, Form-II, Form-III, Form-IV & Form-V and (iv) Checklist?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
<u>TECHNICAL BID</u>		
3	Have you enclosed scanned copy of the draft for EMD of Rs. 20,000/- and Tender Cost of Rs 1000/- uploaded with the Technical Bid?	
4	Have you submitted the original EMD draft of Rs. 20,000/- and Tender Cost of Rs 1000/- to college on or before submission of online bid?	
5	Legal Valid Entity: Have you uploaded the attested Certificate issued by the Registrar of firms/Companies?	
6	Financial Capacity: Have you uploaded certificate from CA as required?	
7	Registration with Government Bodies like ESIC, EPFO, Labour Laws, PAN, GST, FSSAI: Have you uploaded a copy of each of the Registration certificate?	
8	Experience: Have you uploaded the attested experience certificates issued by the organizations/Government Departments of the last five years?	
9	Have your Technical Bid been prepared and uploaded as per the requirements of the Tender?	
<u>FINANCIAL BID</u>		
10	Have your financial bid proposal duly filled and uploaded as per instructions?	
11	Have you quoted prices against each of the category/item?	

**Signature of the
authorized signatory of the
Tenderer with seal of the
firm/company with Name, Mob
No & date**



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TENDER No.
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GARGI COLLEGE
SIRI FORT ROAD
NEW DELHI

SECTION – 8

(INSTRUCTIONS TO BIDDER FOR ONLINE BID SUBMISSION)



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Instruction to bidders for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal

(URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

10.6. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

10.7. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.



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10.8. The bidder should make a note of the unique Tender 10 assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document I schedule and generally, they can be in PDF | XLS | RAR | DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or „"Other Important Documents"" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 8.1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 8.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 8.3. Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 8.4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DDI any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.



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8.5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

8.6. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

8.7. All the documents being submitted by the bidders would be encrypted using PK encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8.8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8.9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.



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SECTION – 9

**(Agreement/Contract for Canteen for Successful
Bidder)**



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DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BY COLLEGE AND THE CONTRACTOR FOR RUNNING CANTEEN AT
GARGI COLLEGE 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 Gargi College (hereinafter called the college) , New Delhi-110049 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 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 - (j) issue warning; and / or Oi) 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



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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



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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)