

TERMS AND CONDITIONS FOR CANTEEN CONTRACT FOR THE SESSION 2012-2013

1. The contract for the college canteen is for a period of **9 months only**.

PREMISES

2. **The rent for the canteen premises will be Rs. 750/- per month, starting with the first day of Contact and the monthly period would be as per the English Calendar Month. Five month's advance rent amounting to Rs 3750/- to be paid by the contractor on the day of award of the contract, and remaining four months' advance rent amounting to Rs 3000/- to be paid by seventh of March, 2013, failing which, a penal interest at the rate of 3% per month, or part thereof, will be charged for a period of one month, thereafter, the contract will automatically get cancelled and the contractor would be liable to be evicted without any further notice. Both the payments to be made through a Demand Draft, in favour of Principal Government College of Commerce & Business Administration, Sector 42, Chandigarh.**
3. The rent for the premises is to be assessed by the Governmental Authorities, as applicable. In case the rent is re-fixed, the contractor shall be required to pay the difference of rental amount, as and when due, including arrears, within fifteen days of notification to the contractor.
4. **The contractor is required to deposit a non interest bearing security of Rs 5,000/- (Rs Five Thousand only), through a Demand Draft, drawn in favour of Principal, Government College of Commerce & Business Administration, Sector 42, Chandigarh., within three days of the award of the contract, but before the start of the business.** The said deposit would be refunded, within a period of 30 days of the termination of the contract, after clearing all the outstanding dues, including the cost of any damage / breakages to the infrastructure / fitments or fixtures, dues of Electricity / Water charges or any other dues outstanding at the expiry of the contract.
5. Rs.2500/- shall be deposited by the each firm as EMD along with the bid. The amount of the unsuccessful bidders shall be returned after opening the quotations.
6. The contractor will use only ISI approved fittings / gadgets / equipments. All electric fittings should be as per specified norms. The contractor will ensure no loose connection of wires / joints, which may result into FIRE HAZARD.
7. The contractor shall be responsible for the safety / security / maintenance of canteen fittings / fixtures. Any expenses on additional fittings/ fixtures shall be borne by the contractor. No changes / additions / alterations to the structure / building / layout of the premises shall be carried out.
8. The contractor shall pay the **Electricity charges as per actual reading of electricity sub-meter(Sub meter shall be installed by the Contractor as own cost) and Water charges of Rs.500/-per month (fixed) in cash to the office of Govt. College of Commerce & Business Administration, Sector-42, Chandigarh,** by the seventh of each month and obtain a receipt for the same.
9. The contractor shall not lease out / sub lease the contract, in whole or in parts to any other person / party, whatsoever, either directly or indirectly. The contractor shall not let out any portion of the canteen to any other person / company / organization, whatsoever, under any circumstances. Violation of this clause would result in immediate termination of the contract, forfeiture of the security deposit, blacklisting of the licensee for future and immediate eviction from the college premises.
10. In case, the said contract is to be terminated by the contractor, before the completion of the period of contract, other than on the basis of violation of terms and conditions as specified below, a written notice of one month would have to be tendered by the contractor, failing which, the security deposit and the rent paid will be forfeited. In case of violation of any terms and conditions, no notice shall be served, and the

contract shall be terminated and the advance of rent paid and the security deposit would be forfeited. Under no circumstances, the advance of rent paid will be refunded.

11. The contractor will surrender the canteen premises peacefully within 24 hours of the expiry / termination of the contract, and hand over the vacant possession of the complete premises to the college authorities and take a clearance certificate to that effect.

SERVICES.

12. The contractor would use crockery / cutlery including sundry items, like trays, teapots, sugar pots, milk pots, plates, etc, being used for serving the eatables / beverages would be of good / standard quality. No broken / chipped crockery / cutlery shall be used. Services to the college staff, both inside / outside the canteen, within the college premises, must be befitting the standards.
13. The waiters / serving staff / cooks / other staff shall wear a proper uniform, (duly approved by the college authorities) throughout the tenure of their duty.
14. The contractor shall sell only those items, which are specified in paras given below and at the rates as approved against each item. Any new item to be introduced or any alteration in rates of any particular item shall be approved by the canteen committee in writing, before the same is included in the list of items to be sold / displayed in the canteen.
15. The Rate List of all items to be sold duly approved in writing, by college authorities, shall be displayed in **BOLD LETTERS** (size of letter not to be less than 02” in height and 01” in thickness, in English Language) at minimum three places within the canteen Premises, including near the sale counter, at the main entrance.
16. The contractor must use raw material, such as atta, besin, refined oil, tea leaves, milk, vegetables, condiments and other ingredients etc, of good and branded quality, bearing an ISI mark. The canteen committee members or any other staff as deputed by the Principal is authorized to check the raw material being used for preparations of eatables, from time to time. Any item found to be of substandard quality, a fine as given below would be levied.
17. **THE CONTRACTOR SHALL NOT SELL ANY TOBACCO PRODUCTS, (INCLUDING BEER, CIGARETTES, HOOKA, CIGARS OR ANY PRODUCT CONTAINING TOBACCO IN ANY FORM) ALCOHOLIC PRODUCTS (INCLUDING BEER), INTOXICANTS OF ANY TYPE OR KIND AND ANY OTHER PROHIBITED PRODUCT / ITEM, AS LAID DOWN IN THE LAW. IN CASE OF VIOLATION OF THE SAME BY ANYONE, THE CONTRACTOR WOULD INFORM COLLEGE AUTHORITIES IN WRITING, FAILING WHICH THE CONTRACTOR SHALL BE LIABLE FOR DISCIPLINARY ACTION INCLUDING TERMINATION OF CONTRACT.**
18. The contractor shall ensure proper cleanliness / hygiene and sanitation conditions in and around the canteen premises, including the surrounding areas at all times. No washing of utensils / cutting / chopping / mixing of ingredients would be carried outside the cooking room. Any person, deputed by the Principal / any member of the canteen committee is authorized to enter the premises, during the canteen business hours and check all facilities including cooking / chopping / washing room for maintenance of proper hygienic conditions and cleanliness.
19. That the contract shall not engage or employ any person in the canteen, directly or indirectly, who is suffering from any infectious disease. The contractor shall get the quarterly medical check up done for each of his employees / staff, including salesmen / cooks / other workers, from a registered government doctor / government dispensary, and the certificate to that effect shall be displayed at a prominent place in the canteen premises.
20. The contractor shall ensure compliance to all rules / regulations / instructions, as laid down by the Chandigarh Administration / Health Department. Failure to adhere to any of such rules, may result levy of fine / punishment / cancellation of the contract, as prescribed in the said rules/ regulations.

21. The contractor shall ensure compliance to the existing employment rules / acts as prescribed in the Labour Laws / The Contract Labour Act / The Child Labour Act / Payment of Minimum Wages Act / The Payment of Wages Act, and any other Law / Local Rules / Statuary Clauses, as applicable from time to time. The contractor shall ensure good conduct of his employees / staff, as laid down in the existing Laws of the Land.
22. The contractor shall get the antecedents of all employees / staff employed in the canteen, verified by the police, as applicable, and a copy of the said Police Verification shall be deposited in the office within one week of the hiring of an employee. No worker would be employed, whether on temporary or permanent basis, without getting the police verification done.

BUSINESS.

23. The timings for the business for the canteen shall be from **8.00 a.m. to 4.30 p.m. on all working days**. A specific permission of the Principal / Head Canteen Committee, in writing, would be obtained, for carrying out business on days / timings, other than the specified above. In case of requirements of functioning of canteen on any non working days / special occasions / functions, on other than the specified days / timings, the same would be intimated to the contractor, and he would carry out regular business on the said additional days / times.
24. The contractor should carry out his business transactions on cash payments only. Sale of eatables and other items on credit basis will be at contractor's own risk and responsibility. The college authorities shall not be responsible, in anyway whatsoever, for any non payments / outstanding payments, due against any employee / student of the college.
25. That the contractor shall place / maintain a complaint register for the use of customers, at a prominent place in the canteen premises.

26. The Contractor shall Use LPG Cylinder meant for commercial use only, use of LPG Cylinder for domestic use is prohibited.

27. The fines / penalties for various violations of terms and conditions shall be as under:

S No.	Violation	First Instance	Second Instance	Third Instance	Remarks
1.	Delay in payment of Water and Electricity charges	Rs 100/-	Rs 500/-	Termination of Contract	
2.	Usage of Broken / chipped crockery / cutlery	Rs 200/-	Rs 500/-	Rs 1000/-	
3.	Waiters and other staff not wearing proper uniform	Rs 100/-	Rs 200/-	Rs 500/-	
4.	Sale of unauthorized / Non listed items	Rs 500/-	Rs 1000/-	Rs 1500/-	
5.	Usage of substandard / Poor quality Raw Material / Ingredients	Rs 500/-	Rs 1000/-	Rs 2000/-	
6.	Failure to maintain proper cleanliness / hygienic conditions	Rs 500/-	Rs 1000/-	Rs 1500/-	
7.	Failure to get Quarterly Medical check up done	Rs 100/-	Rs 200/-	Rs 500/-	Per Employee
8.	Non compliance of Employment Rules	Termination of Contract	-	-	
9.	Non compliance of Timely Police Verification of an Employee	Rs 500/-	Rs 1000/-	Termination of Contract	
10	Non compliance of Business Timings	Rs 200/-	Rs 500/-	Rs 1000/-	

11.	Any misbehavior / misconduct by the staff	Rs 500/-	Rs 1000/-	Termination of Contract	

28. If the above terms and conditions are acceptable then quote the rate for the following items, specifying their size/weight/quantity/numbers per serving.

- a) Tea per set of six cups (separate dip tea bags)
- b) Half set of three cups (separate dip tea bags)
- c) Readymade tea (per cup)
- d) Milk coffee
- e) Stuffed bread pakora
- f) Bread pakora
- g) Cheese pakora (100 gms)
- h) Mixed veg. Pakora (100 gms)
- i) Samosa with sauce
- j) Sandwich Veg / Cheese
- k) Puri channa or chana bhatura (2 pieces)
- l) Noodles half plate
- m) Pastry
- n) Hot dog
- o) Burger
- p) Pattie

29. The items mentioned below, including chilling, shall not be sold above the printed MRP :

- a) Cold drink (300 ml)
- b) Cold drink (200 ml)
- c) Juices
- d) Tetra pack juices
- e) Chips/biscuits
- f) Verka products

30. **The rates and other details as mentioned in Para 28 and 29, to be quoted separately in Envelope 'B', as Financial Bid.**

31. In case of any doubt / clarification about the meaning / intentions / interpretation of any of the above terms and conditions, the same should be clarified by the contractor, before the award of the contract. In the absence of any such clarifications, the meaning / intention / interpretation of any terms and condition shall be decided by the college authorities in all neutralities and the best interest of the natural justice.

32. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

33. This contract contains 33 clauses, including this last clause.

Govt. College of Commerce &
Business Administration,

Principal,

Sector-42, Chandigarh.

SEALED ENVELOPE "A" FOR TECHNICAL BID

FOR

CONTRACT FOR CANTEEN SERVICES

Contents of Envelope "A"

1. Personal Particulars of the Bidder

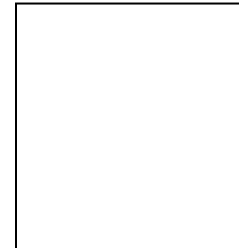
Name of the Bidder :

(a) Father's / Husband's Name :

(b) Date of Birth :

(c) Permanent Address :

Present Address :



(d) Telephone Number/s :

(e) Mobile Number :

(f) Years of Experience in :
Any Government Institution
(Mention the Name and Address of
the Institution. Attach the CTC
copies of the Experience Certificate)

(g) Have you ever been BLACKLISTED/INVOLVED in any CRIMINAL ACTIVITIES / COURT PROCEEDINGS? State YES / NO _____

(h) If YES, give details of Activities/proceedings.

(Furnish an AFFIDAVIT on NON JUDICIAL Stamp Paper of Rs 10/-, stating NON INVOLVEMENT IN CRIMINAL ACTIVITIES / COURT PROCEEDINGS, duly attested by Magistrate First Class / Notary Public).

Place:

Date:

(Signature of the Applicant)

Address:

ANNEXURE-I

AFFIDAVIT

I/We (Name)_____ Contractor/ Partner/Sole Proprietor (Strike out which is not applicable) of (Firm)_____ do hereby solemnly affirm and declare that the individual/firm/companies are not black listed by any Government Department or an autonomous body.

Dated, the

DEPONENT

Address

VERIFICATION

Verified that the contents of above affidavit are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed therefore.

Dated, the

DEPONENT

(Note: To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public).

GOVT. COLLEGE OF COMMERCE & BUSINESS ADMINISTRATION, SECTOR-42, CHANDIGARH.

ENVELOPE (B) FOR FINANCIAL BID
TERMS AND CONDITIONS FOR CANTEEN CONTRACT

If the above terms and conditions are acceptable, then quote the rate for the following items:

- a) Tea per set of six cups (separate dip tea bags)
- b) Half set of three cups (separate dip tea bags)
- c) Readymade tea (per cup)
- d) Milk coffee
- e) Stuffed bread pakora
- f) Bread pakora
- g) Cheese pakora (100 gms)
- h) Mixed veg. Pakora (100 gms)
- i) Samosa with sauce
- j) Sandwich Veg / Cheese
- k) Puri channa or chana bhatura (2 pieces)
- l) Noodles half plate
- m) Pastry
- n) Hot dog
- o) Burger
- p) Pattie

II) The items mentioned below, including chilling, shall not be sold above the printed MRP:

- g) Cold drink (300 ml)
- h) Cold drink (200 ml)
- i) Juices
- j) Tetra pack juices
- k) Chips/biscuits
- l) Verka products

Applications shall be opened on 28.09.2012 at 12:30 pm and allotment of contracts shall be decided after interviewing the contractors.

Signature of the Applicant.