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TENDER NOTICE FOR THE AWARD OF CANTEEN CONTRACT

No./ 5439 VIMSAR/MC/2017/dt. 18/9/17

Sealed tenders are invited from the FSSAI Registered parties/Contractor/Agencies having adequate experience in running Canteen/Cafeteria/Fast Food Centre in Government Department/Public Undertakings/Renowned Educational Institutions and public places for running the VIMSAR CAFETERIA located in the campus for the Students & Staff of the institute for a period of ONE YEAR as per timeline below. Complete Tender Documents can be downloaded from the institute website <http://www.vimsar.ac.in/tenders> and www.sambalpur.nic.in. Corrigendum if any to this notice will only be published in the website.

Sl. No.	Activity	Date & Time
1.	Date & Time for downloading of Tender document from the WEB SITE.	21.09.2017
2.	Last date & time for submitting Sealed Tender in the office of Dean and Principal, VIMSAR by Speed Post/Regd. Post	20.10.2017
3.	Date & Time for Opening of Tender in the presence of bidders (if any) in the office of Dean & Principal, VIMSAR.	23.10.2017


Dean & Principal
VIMSAR

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Segment-1

TENDER PROCESS

1. VIMSAR has a institute cafeteria at its college campus serving to its students and staff strength of around 1500. It has a sitting capacity of 80 in two area meant for students and staff part from a serving counter and a kitchen area. It is well furnished with air-conditioners, fans and sitting arrangements in the form of dining tables and chairs apart from wash basins. The institute intends to lease out the maintenance contract of the cafeteria in order to deliver a state of art restaurant facility in the educational campus.
2. Sealed Tenders are invited from interested bidders who may be Individual/Firms/Agencies/ companies/ Private Restaurant Owner/Caterer etc for running having expertise and experience in the field.
3. Tenders submitted after due date and time or having conditionality or incomplete in any aspect will not be accepted. Canvassing in any form will invite cancellation of the application. The bidders must not be an employee of the institute.
4. The tenders must be submitted in seal cover with clear marking '**TENDER FOR VIMSAR-CAFETERIA-2017**' on the envelope. The **TECHNICAL BID** and **PRICE BID** shall be enclosed in two separate envelopes superscripted as '**Technical Bid for Tender for VIMSAR Cafeteria-2017**' and '**Price Bid for Tender for VIMSAR Cafeteria-2017**'. These two envelopes must be put within the main envelope.
5. Tenders must be submitted at the Dean & Principal, VIMSAR by speed post or registered post only within time limit prescribed.
6. The tenderer(s)/authorized representative may be present at the time of opening of the tender.
7. The tender document must be submitted as per formats given in this notice along with their offers or suggestions if any in annexed format (annexure-III).
8. Each page of the tender document must be paged serially. Each page and each correction must be signed by the party.
9. The Technical Bid will consist of:
 - i. Application with enclosures
 - ii. Certificate for Food vending and preparation
 - iii. Certificate towards Registration under VAT/GST
 - iv. DD for Tender Cost (Rs. 1000/-)
 - v. DD for Earnest Money Deposit (Rs.20,000/-)
10. The Price Bid will consist of:
 - i. Price list for Cat-I Items
 - ii. Price list for Cat-II Items
 - iii. Price list for Cat-III Items



11. The DD deposited shall be pledged in favour of 'Dean & Principal, VIMSAR' payable at SBI, Burla. Cheques shall not be accepted.
12. Technical Bids shall be opened on the notified date and time ; interested bidders / authorised representatives may be present during the opening.
13. Price bid will be opened in presence of the successful bidders from Technical Bid Evaluation Phase who will be intimated in time.
14. The successful bidders selected after evaluation of the Technical Bid will be evaluated for their Price Bid on the basis of a **PRICE SCORE** comprising of **60% for Cat-I(compulsory snacks items)list, 30% for Cat-II(compulsory meal items) list** and **20% for Cat-III (optional items) list**. Ties will be decided on basis of Cat-I list only.
15. Successful bidder will be intimated by the institute and shall be asked to execute the agreement for the contract in stipulated time.
16. In case the winning bidder fails to comply in signing the agreement and opening the cafe within stipulated time the EMD shall be forfeited and the next bidder in the selection panel will be given a chance.
17. EMD shall be returned without any interest to the unsuccessful bidders only after lapse of 3 months from award of tender to the winning bidder.
18. The institute reserves the right to accept or reject any or all the tenders or part of any tender without assigning any reason.
19. The tender is valid for a period of one year from the date of signing of contract agreement and is renewable by order of the Dean & Principal, VIMSAR for further term of one year each for 3 more terms as per need basis subject to satisfactory performance of the contractor.
20. The decision of the tender committee chaired by the Dean & Principal shall be final for the purpose.



Segment-2

TERMS AND CONDITIONS

The following term and conditions shall be in force for the canteen contract of VIMSAR Cafeteria.

1. The successful bidder shall have to sign one agreement with the Dean & Principal, VIMSAR, within 15 days of winning the bid ensuring deposit of the Security Deposit amount of Rs.1 lakh (rupees one lakh only) in the form of DD along with it failing which the order stand cancelled and the EMD will be forfeited without any notice or extension time.
2. The cost of stamp paper required for the agreement and its registration with the registrar will be borne by the contractor.
3. The Contractor who is awarded the contract of Cafe will have to start the Cafe within 15 days of signing the agreement failing which EMD shall be forfeited.
4. The contract shall be operative for a period of twelve months from the date of signing contract agreement, Dean & Principal, VIMSAR can extend it for further periods of one year at a time for further 3 years consecutively on the same terms and conditions if performance is found satisfactory by the café committee.
5. The Contractor has to pay the rent of the cafeteria in a monthly basis as per the Govt. approved rate endorsed by the Café Committee.
6. The contract may be terminated at any time if services rendered by the contractor are found unsatisfactory without any notice on violation of any terms and conditions of contract.
7. The contractor shall keep the canteen open from 7 am to 10 pm both in summer and winter; the Dean & Principal, VIMSAR can order revision in the timing as per need.
8. The canteen shall not be closed on any day without the written permission of the Principal/Canteen Committee.
9. The service shall be on pre-paid basis with a hand held billing device. It may allow students and staff to be entertained monthly basis as well.
10. The contractor shall be taking over the charges of all items in-built or fitted at the Cafe on behalf of the institute as per a list/inventory enclosed in the contract agreement.
11. The contractor shall make the arrangements for keeping all eatables in glass cover show cases to protect from flies, insects, dust and other environmental factors.
12. No responsibility will be taken by authorities of the institute for credit sale losses or pilferage or decrement in sales. No compensation will be allowed due to fluctuation in the market rates of material and labour.
13. The contractor shall sell & serve only such items as allowed by written approval of Dean & Principal, VIMSAR. Cat-I and Cat-II items must be made available all the time where as cat-III items are optional. The list is modifiable as per order of the Dean & Principal and the price of the new item shall be as decided by the Cafe committee and approved by the Dean & Principal by a written order only. Packed Items will not be sold above the MRP.
14. The Canteen premises (inside and outside) should not be used for any other purpose except for running the canteen and that the walls and surroundings of the canteen should not be used for




display of wall posters, writings etc. The contractor is responsible for minor repair and replacement works with electrical fittings, sanitary items without any expenses to the college. Major structural and building changes will be taken up by the college.

15. The Contractor should not transfer the management to any other individual or agency. The manager of the Cafeteria should be present at the premises and supervise the day-to-day affairs of the Cafeteria and shall not give scope for any complaints either from students/staff or customers.
16. The Café Committee of the institute shall conduct regular and surprise inspection of canteen in all respects including installation, stores, kitchen, preparation and supply of food items, hygienic conditions etc., at regular intervals. The contractor shall supply the samples of food items to be inspected free of cost by the committee on demand.
17. In case of any defaults or negligence under such contract the café committee may suggest to the Dean & Principal to impose fine or penalty against the contractor. Such penalties shall be as follows. Penalties may be imposed on the contractor for any such lapses and unhygienic conditions prevailing inside the Cafeteria or substandard raw materials used in cooking or the workers improperly dressed or their conduct uncalled for or the items being sold in the Cafeteria do not have proper acceptance of the Cafe committee or aesthetic sense is not prevailing.
 - i. On receipt of 1st complaint Rs.500/-,
 - ii. On receipt of 2nd complaint Rs.1000/-,
 - iii. On receipt of 3rd complaint Rs.2000/-,

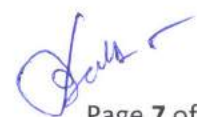
If it is found that if three such fines do not have any effect in abiding by the terms and conditions mentioned in the contract. The contract may be terminated.

18. Under conditions of termination or expiry of the contract period the Contractor is liable to vacate the Cafeteria Premises within Seven (7) days from the date of the notice received by him. The Contractor shall handover charge of all furniture, fixtures, fittings etc., in good condition to the institute to the full satisfaction and certification of the Cafe Committee.
19. The bearers for servicing in Cafeteria will be required to wear the uniforms during working hours as supplied by the contractor.
20. The Canteen Contractor shall pay the cost of damage, if any, caused to the premises, fixture, fittings etc., during the period of contract.
21. The contractor shall display the approved list of items and rates at the delivery counter in the Canteen on a board of minimum 4'x5' in size.
22. The contractor will be bound to maintain good sanitary and hygiene conditions in and around the Cafe including kitchen and sitting hall. No staff member of the Institute will be engaged for the purpose and it will be the sole responsibility of the contractor.
23. In case of any dispute arising between the contractor and the institute, the decision of the Dean & Principal shall be final and binding on the contractor.
24. In no case the institute will be responsible for any License Fee/ Certification required to run the cafe service .The contractor is bound to obtain the requisite certificates with due payments of fees.
25. Ordinarily except with the prior permission of the Dean & Principal, persons other than the



- students, staff of the Institution will not be served.
26. The contractor shall run the cafeteria himself/herself and shall in no case enter into the partnership or sublet the contract to any other individual or party.
 27. The contractor will have to apply for a separate electricity and water connection on his own after taking over and will have to pay the bills regularly and shall show them to authorities on demand as and when asked for.
 28. The contractor will have to arrange his own kitchen equipments. The contractor will provide his own crockery for the cafeteria, the quality & quantity of which will be approved by the Dean & Principal/Cafe committee. The contractor will make his own arrangements for the purchase of cooking gas at his own expenses. No domestic gas cylinders will be allowed in the canteen premises.
 29. In case the contractor is found selling items on unapproved rates, the contract shall be terminated immediately without any notice.
 30. The institute shall in no case be responsible for any accident; loss or damage to the staff employed or articles equipment etc. used by the contractor.
 31. The cafe should not be used as a manufacturing place for the other canteens, any shops or any other party and serve orders for persons outside without the approval of the dean and principal.
 32. The service from cafe to staff rooms, departmental rooms, Dean's chamber , conference halls ,etc. will be managed by the contractor.
 33. The contractor must not employ any child labour.
 34. The contractor, in no case, will use unbranded/unhygienic eatable items, if found, contract shall be cancelled and all the penalties imposed by enforcing Govt. authorities will be borne by the contractor.
 35. Contractor will be registered with appropriate Govt Agency / Civic Authorities mandated as per rules and nature of his business and tax liabilities, if any, will be borne entirely by the contractor.
 36. Contractor will pay minimum wages as per minimum wages as prescribed by rule of government in terms of category of the workforce employed by him.
 37. It is agreed between the parties that no interest whatsoever in the licensed premises has been assigned by the institute to the contractor and the possession of the premises will always be that of the institute, even when the premises are in use or occupation of the contractor.
 38. The Cafe will remain operational throughout the year. Unless ordered otherwise by the competent authority. The contractor shall provide all other implements for running the cafe, things like crockery, cutlery, table linen, flower vases of good quality etc.
 39. The Principal/Cafe Committee will have the right to review the working of the contract from time to time. If at any time it is found that the contractor has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, the Principal /Cafe Committee may terminate the contract after giving the contractor one months notice. No such notice will be necessary if the contract is terminated on the ground of service misconduct or any other act as the Principal / Cafe Committee may deem fit.

40. The Canteen Committee or any Member of Canteen Committee or its authorized representative shall have the rights to inspect the preparation from time to time and reject such items that are not considered wholesome or hygienic without any compensation to the contractor.
41. The suggestion book should be kept open for inspection of the canteen Committee. The contractor shall maintain a suggestion book for recording of suggestions for improvement by the students and staff. Such suggestions as have the approval of the committee should be forthwith acted upon. The suggestion book must be freely accessible to record suggestions/ complaints etc.
42. Any servant or other person engaged by the contractor in the licensed premises shall be liable for suspension or dismissal by the Dean & Principal of the institute for disobedience or misconduct and the contractor shall accept the decision of the Dean & Principal of the institute in this respect as final and binding upon him. The Dean & Principal of the institute shall not in any way liable in respect of any claim made by any servant for wages or damages and the contractor shall keep the Dean & Principal of the institute indemnified.
43. It will be the responsibility of the contractor to get the police verification done of the employees engaged by him & will submit a copy to the Dean & Principal.
44. The Contractor shall not engage any child labour.
45. Heater and Geysers etc. won't be allowed in the canteen. If at any stage such misuses are found by the Principal/ Canteen Committee or its authorized representative, a penalty of Rs.1000/- or more shall be imposed and to be deposited immediately. Further occurrence of such misuse may attract more penalty or termination of contract at the discretion of the Dean & Principal. However Microwaves cookers & Induction Heater can be used.
46. The contractor should also provide skeleton services for supplying tea, coffee, etc. after scheduled time on working days and also on Saturdays, Sundays and holidays when staff members are required to work for various training programs, admission works, examination works etc.
47. The Contractor shall be fully responsible to protect Government property / premises of canteen handed over to the contractor. In case of any kind of damage, suitable recovery will be made from the SD.
48. The institute shall provide sitting furniture in the canteen area including air-conditioners and fans which must be received at the time of signing the agreement.
49. He/ She shall be responsible for the acts, defaults and neglects of servants, or workmen, as fully as if they were the acts or defaults of the contractor.
50. The contractor cannot sell illegal articles or alcohol, drugs, cigarettes in the premises. It shall be a no smoking zone.
51. Dustbins must be provided in adequate numbers in all areas of the cafe to ensure sanitation and it is the responsibility of the contractor for safe disposal of the waste.



Segment-3

TENDER FORMATS

Annexure-I

APPLICATION

[Ref- Tender For Vimsar Cafeteria -2017/No-5439/Dt.18.09.2017]

Recent passport
color photograph
to be affixed here

1. Name of Tenderer _____
2. Name of the agency/company/ firm: _____
3. Father's name _____
4. Contact Phone number- _____
5. Permanent Address of Tenderer

(Attach Address Proof in form of Adhaar Card/ Electric Bill/ Phone Bill)

6. Present Address of Tenderer

(Attach Address Proof in form of Electric Bill/ Phone Bill/Tenancy Certificate)

7. Permanent Income Tax Account (PAN No.)

(Attach attested copy of PAN Card)

8. Photo ID Proof attached

(DL/Voter Card/ _____)

9. Copy of Registration under VAT (attach Copy) _____

10. Details of Food Vending Certificate (attach Copy) _____

11. DD enclosed _

- i. Tender Cost-Rs.1000/- DD No _____ Dt _____
- ii. EMD-Rs.20,000/- DD No _____ Dt _____

12. Details of Experience in the field for last 3 years (Attach documentary proof)

Sr. No.	From	To	Organization	Details of Canteen Services [Customer strength, Sitting Capacity, Opening Hours, Snacks, Meals, Chinese Food, Continental Food, Thali, Mess system , Catering Service etc.]

13. Undertaking:

- a. I have understood completely about this tender documents and the terms and conditions therein and I hereby offer myself to run the Cafe with the Price Bid quoted by me as per terms and conditions notified towards which I shall be executing one agreement with the authorities.

- b. I do solemnly state that I/We have not so far been black listed by any of the institutions/offices in which I/We have worked/run canteen services; there is no vigilance/ court case against our firm/us/me .

- c. I/We have cleared all the statutory liabilities viz., EPF, ESI, Minimum wages etc., of the labour contract while I/We/our firm was dealing with any government/semi government/autonomous bodies/private industries etc., for last three years. [Enclosures-as above]

Signature of Tenderer _____

Name: _____ /Date _____



Annexure-II

PRICE BID

Cat-I (Compulsory Snacks Item) Price List

Item Number	Item	Unit Price in INR
1	Tea (100 ml)	
2	Lemon Tea (100 ml)	
3	Coffee (100 ml)	
4	Pettis veg- 1piece	
5	Idli with Sambar and chatni (4 pc each 50gm)	
6	Upma (Suji/Semai/Chuda) (150 gm)	
7	Samosa (100 gm piece) with Curry	
8	Pokodi (100 gm) with Curry	
9	Biri Bada (75 gm) with Sambar	
10	Piaji (100 gm) with Curry	
11	Aaloo Chop (75 gm) with Curry	
12	Puri (3 pcs) & Aaloo Curry	
13	Masala Dosa (375 gm) with Sambar 100 ml	
14	Ommelette single	
15	Bread ommelette (1egg,2 large bread piece)	

Cat-II (Compulsory Meal Item) Price List

Item Number	Item	Unit Price in INR
1	Lunch Thali (Rice/Roti, Dal, Curry, Bhaji, Aachar, Onion, Salt, Green Pepper, with 2nd serve Rice/2Rotis & Dal only.	
2	Plain Roti (medium size-6" diameter)	
3	Plain Rice-1plate-100gm	
4	Dal -1 plate-100gm	
5	Curry -Mixed Veg- 1plate -100gm	
6	Bhaja -alu,potal,bhendi-100gm-1 plate	
7	Fish Curry (2 big pieces)-or Fish fry-2 piece -1plate	
8	Egg Curry(2 eggs)-1 plate	
9	Mutton Curry (100 gm)- 1plate	
10	Chicken Curry (100 gm)-1 plate	
11	Mushroom Curry (100 gm)- 1plate	
12	Plain Curd (100 gm)- 1plate	
13	Tomato khata (50gm)	
14	Paneer bharta -100gm	
15	Tadka dal-100gm	



Cat-III (Optional Item) Price List

Item Number	Item	Unit Price in INR
1	Plain Dosa-200gm	
2	Gulab Jamun (50 gm pcs)	
3	Jalebi (50 gm pcs)	
4	Bread Chop- 2pieces large bread	
5	Chowmin (200 gm)	
6	Veg. Soup (150 ml)	
7	Chicken Soup (150 ml)	
8	Bharta (Aloo/ Baigan)	
9	Aaloo Chips (50 gm)	
10	Kalara Chips (50 gm)	
11	Dahi Baigan(100 gm)	
12	Aamba Khata (50 gm)	
13	Aaloo Potala Rasa (100 gm)	
14	Chana masala curry (100gm)	
15	Papad Fry (4" Dia)- 1piece	
16	Papad Roasted (4" Dia)- 1piece	
17	Chilly Chicken(100 gm)	
18	Paneer Chilly (100 gm)	
19	Veg Manchurian	
20	Plain Paratha	
21	Aloo Paratha	
22	Chicken tanduri-200gm plate	
23	Plain Nan- 1 piece10"diameter	
24	Butter Nan- 1piece – 10"diameter	
25	Veg. Roll (Vegetable)-200 gm plate	
26	Veg. Roll (Paneer)-200gm plate	
27	Veg. Roll (Mushroom)-200 plate	
28	Non Veg. Roll (Chicken)-200 gm plate	
29	Egg Roll- 200 gm with 2eggs	
30	Plain Chat-100 gm	
31	Sweet Corn Chat-100gm	
32	Rice (jeera/lemon/fried)-150 gm	
33	Dehradun Rice (150 gm)	
34	Paneer Kulcha -1 piece -150 gm	
35	Chicken Pakoda- 1plate-10gm	
36	Prawn pakaoda- 1plate 100gm	
37	Kabab Chicken-100gm	
38	Kabab Mutton-100gm	
39	Lassi (200 ml) Cold	
40	Mixed Fruit Juice(200 ml) Cold	
41	Cold Coffee(200 ml)	
42	Masala Cold Drink(200 ml)	
43	Pettis –chicken (200gm)	
44	Pettis-paneer (200gm)	
45	Chole Bhatorre (6" diameter each -2piece with 100gm chole)	

Annexure-III

SUGESTIONS/OFFERS BY BIDDER IF ANY

SI No.	Description	Justification
1		
2		
3		
4		
5		

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Signature of TENDERER

Name-/date.....



AGREEMENT CANTEEN CONTRACT

THIS AGREEMENT MADE at VIMSAR, BURLA, SAMBALPUR this _____ day of _____, BETWEEN DEAN & PRINCIPAL, VIMSAR, BURLA., which expression shall mean and include its successors and assigns) OF M/S. BABA CATERING, Sambalpur having its office at Hanuman Colony, House No.68, Sambalpur, hereinafter referred to as the "THE CATERERS" which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators of the OTHER PART.

WHEREAS the Dean & Principal, VIMSAR is desirous of engaging an independent Caterer for running its canteen and in response to the requirement as notified. The Caterer has been selected for the assignment. After explaining the type of work to be assigned and mutual negotiation the parties have agreed to abide by the following terms and condition.:

1. **Duration of Contract**

This agreement shall come into effect from and shall remain in force for a period of twelve months commencing from _____ to _____ and will be renewed thereafter for a further period of twelve months at the discretion of the Dean & Principal, VIMSAR, Burla.

2. **Rate Contract:**

The prices/rates decided and agreed between the parties for various items as per the tender shall be firm and no escalation in the finalized rates will be permitted during the duration of the agreement. However, in the event the contract is renewed for a further period of 12 Months, the Dean & Principal, VIMSAR, Burla will consider escalation / de-escalation to the extent of rise / decrease in the Whole Sale Price Index of all commodities relating to the extent rise / decrease in the Consumer Price Index Numbers.

3. **Condition of Contract:**

- a) The successful bidder shall have to sign one agreement with the Dean & Principal, VIMSAR, within 15 days of winning the bid ensuring deposit of the Security Deposit amount of Rs.1 lakh (rupees one lakh only) in the form of DD along with it failing which the order stand cancelled and the EMD will be forfeited without any notice or extension time.
- b) The Contractor has to pay the rent of the cafeteria in a monthly basis as per the Govt. approved rate or negotiable rent as per the prevailing market rate decided by the Café Committee.
- c) The contract may be terminated at any time if services rendered by the contractor are found unsatisfactory without any notice on violation of any terms and conditions of contract.
- d) The contractor shall keep the canteen open from 7 am to 10 pm both in summer and winter; the Dean & Principal, VIMSAR can order revision in the timing as per need.
- e) The canteen shall not be closed on any day without the written permission of the Principal/Canteen Committee.
- f) The service shall be on pre-paid basis with a hand held billing device. It may allow students and staff to be entertained monthly basis as well.
- g) The contractor shall be taking over the charges of all items in-built or fitted at the Cafe on behalf of the institute as per a list/inventory enclosed in the contract agreement.



- h) The contractor shall make the arrangements for keeping all eatables in glass cover show cases to protect from flies, insects, dust and other environmental factors.
- i) The Contractor will serve purified (HD RO+UV) drinking water both Chilled and normal to the customer free of cost.
- j) No responsibility will be taken by authorities of the institute for credit sale losses or pilferage or decrement in sales. No compensation will be allowed due to fluctuation in the market rates of material and labour.
- k) The contractor shall sell & serve only such items as allowed by written approval of Dean & Principal, VIMSAR. Cat-I and Cat-II items must be made available all the time where as cat-III items are optional. The list is modifiable as per order of the Dean & Principal and the price of the new item shall be as decided by the Cafe committee and approved by the Dean & Principal by a written order only. Packed Items will not be sold above the MRP.
- l) The Canteen premises (inside and outside) should not be used for any other purpose except for running the canteen and that the walls and surroundings of the canteen should not be used for display of wall posters, writings etc. The contractor is responsible for minor repair and replacement works with electrical fittings, sanitary items without any expenses to the college. However, major structural and building changes will be taken up by the college.
- m) The Contractor should not transfer the management to any other individual or agency. The manager of the Cafeteria should be present at the premises and supervise the day-to-day affairs of the Cafeteria and shall not give scope for any complaints either from students/staff or customers.
- n) The Café Committee of the institute shall conduct regular and surprise inspection of canteen in all respects including installation, stores, kitchen, preparation and supply of food items, hygienic conditions etc., at regular intervals. The contractor shall supply the samples of food items to be inspected free of cost by the committee on demand.
- o) In case of any defaults or negligence under such contract the cafe committee may suggest to the Dean & Principal to impose fine or penalty against the contractor. Such penalties shall be as follows. Penalties may be imposed on the contractor for any such lapses and unhygienic conditions prevailing inside the Cafeteria or substandard raw materials used in cooking or the workers improperly dressed or their conduct uncalled for or the items being sold in the Cafeteria do not have proper acceptance of the Cafe committee or aesthetic sense is not prevailing.
- iv. On receipt of 1st complaint Rs.500/-,
- v. On receipt of 2nd complaint Rs.1000/-,
- vi. On receipt of 3rd complaint Rs.2000/-,
- If it is found that if three such fines do not have any effect in abiding by the terms and conditions mentioned in the contract. The contract may be terminated.
- p) Under conditions of termination or expiry of the contract period the Contractor is liable to vacate the Cafeteria Premises within Seven (7) days from the date of the notice received by him. The Contractor shall handover charge of all furniture, fixtures, fittings etc., in good condition to the institute to the full satisfaction and certification of the Cafe Committee.
- q) The bearers for servicing in Cafeteria will be required to wear the uniforms during working hours as supplied by the contractor.
- r) The Canteen Contractor shall pay the cost of damage, if any, caused to the premises, fixture, fittings etc., during the period of contract.
- s) The contractor shall display the approved list of items and rates at the delivery counter in the Canteen on a board of minimum 4'x5' in size.
- t) The contractor will be bound to maintain good sanitary and hygiene conditions in and around the Cafe including kitchen and sitting hall. No staff member of the Institute will be engaged for the purpose and it will be the sole responsibility of the contractor.
- u) In case of any dispute arising between the contractor and the institute, the decision of the Dean & Principal shall be final and binding on the contractor.
- v) In no case the institute will be responsible for any License Fee/ Certification required to run the cafe service .The contractor is bound to obtain the requisite certificates with due payments of fees.
- w) Ordinarily except with the prior permission of the Dean & Principal, persons other than the students, staff of the Institution will not be served.
- x) The contractor shall run the cafeteria himself/herself and shall in no case enter into the partnership or sublet the contract to any other individual or party.
- y) The contractor will have to apply for a separate electricity and water connection on his own after taking over and will have to pay the bills regularly and shall show them to authorities on demand as and when asked for.



- z) The contractor will have to arrange his own kitchen equipments. The contractor will provide his own crockery for the cafeteria, the quality & quantity of which will be approved by the Dean & Principal/Cafe committee. The contractor will make his own arrangements for the purchase of cooking gas at his own expenses. No domestic gas cylinders will be allowed in the canteen premises.
- aa) In case the contractor is found selling items on unapproved rates, the contract shall be terminated immediately without any notice.
- bb) The institute shall in no case be responsible for any accident; loss or damage to the staff employed or articles equipment etc. used by the contractor.
- cc) The cafe should not be used as a manufacturing place for the other canteens, any shops or any other party and serve orders for persons outside without the approval of the dean and principal.
- dd) The service from cafe to staff rooms, departmental rooms, Dean's chamber , conference halls, etc. will be managed by the contractor.
- ee) The contractor must not employ any child labour.
- ff) The contractor, in no case, will use unbranded/unhygienic eatable items, if found, contract shall be cancelled and all the penalties imposed by enforcing Govt. authorities will be borne by the contractor.
- gg) Contractor will be registered with appropriate Govt Agency / Civic Authorities mandated as per rules and nature of his business and tax liabilities, if any, will be borne entirely by the contractor.
- hh) Contractor will pay minimum wages as per minimum wages as prescribed by rule of government in terms of category of the workforce employed by him.
- ii) It is agreed between the parties that no interest whatsoever in the licensed premises has been assigned by the institute to the contractor and the possession of the premises will always be that of the institute, even when the premises are in use or occupation of the contractor.
- jj) The Cafe will remain operational throughout the year. Unless ordered otherwise by the competent authority. The contractor shall provide all other implements for running the cafe, things like crockery, cutlery, table linen, flower vases of good quality etc.
- kk) The Principal/Cafe Committee will have the right to review the working of the contract from time to time. If at any time it is found that the contractor has failed to fulfil any of the conditions of this contract or that his working is unsatisfactory, the Principal /Cafe Committee may terminate the contract after giving the contractor one months notice. No such notice will be necessary if the contract is terminated on the ground of service misconduct or any other act as the Principal / Cafe Committee may deem fit.
- ll) The Canteen Committee or any Member of Canteen Committee or its authorized representative shall have the rights to inspect the preparation from time to time and reject such items that are not considered wholesome or hygienic without any compensation to the contractor.
- mm) The suggestion book should be kept open for inspection of the canteen Committee. The contractor shall maintain a suggestion book for recording of suggestions for improvement by the students and staff. Such suggestions as have the approval of the committee should be forthwith acted upon. The suggestion book must be freely accessible to record suggestions/ complaints etc.
- nn) Any servant or other person engaged by the contractor in the licensed premises shall be liable for suspension or dismissal by the Dean & Principal of the institute for disobedience or misconduct and the contractor shall accept the decision of the Dean & Principal of the institute in this respect as final and binding upon him. The Dean & Principal of the institute shall not in any way liable in respect of any claim made by any servant for wages or damages and the contractor shall keep the Dean & Principal of the institute indemnified.
- oo) It will be the responsibility of the contractor to get the police verification done of the employees engaged by him & will submit a copy to the Dean & Principal.
- pp) Heater and Geyser etc. won't be allowed in the canteen. If at any stage such misuses are found by the Principal/ Canteen Committee or its authorized representative, a penalty of Rs.1000/- or more shall be imposed and to be deposited immediately. Further occurrence of such misuse may attract more penalty or termination of contract at the discretion of the Dean & Principal. However Microwaves cookers & Induction Heater can be used.
- qq) The contractor should also provide skeleton services for supplying tea, coffee, etc. after scheduled time on working days and also on Saturdays, Sundays and holidays when staff members are required to work for various training programs, admission works, examination works etc.
- rr) The Contractor shall be fully responsible to protect Government property / premises of canteen handed over to the contractor. In case of any kind of damage, suitable recovery will be made from the SD.



- ss) The institute shall provide sitting furniture in the canteen area including air-conditioners and fans which must be received at the time of signing the agreement.
- tt) He/ She shall be responsible for the acts, defaults and neglects of servants, or workmen, as fully as if they were the acts or defaults of the contractor.
- uu) The contractor cannot sell illegal articles or alcohol, drugs, cigarettes in the premises. It shall be a no smoking zone.
- vv) Dustbins must be provided in adequate numbers in all areas of the cafe to ensure sanitation and it is the responsibility of the contractor for safe disposal of the waste.

4. Arbitration

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement will be referred for adjudication under the Jurisdiction of Samablpur.

The Caterer shall not Transfer or assign or share benefit of this agreement without the consent in writing of the Corporation.

IN WITNESS WHEREOF the Corporation and the Caterer have put their respective hands and seals the day and year first herein above written.

SIGNED AND DELIVERED

for and on behalf of

by its Constituted Attorney

Shri _____.

CONSTITUTED ATTORNEY

in the presence of _____

SIGNED SEALED AND DELIVERED

For and on behalf of _____

by _____

in the presence of _____

ater for the purpose specified in the schedule annexed hereto —

