

BC/Mess/E-Tender/2018/1262

Date: 27th November 2018

BHARATI COLLEGE

(UNIVERSITY OF DELHI)

C-4, JANAK PURI, NEW DELHI-110058

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**BHARATI COLLEGE
(UNIVERSITY OF DELHI)
C-4, JANKAPURI, NEW DELHI-110 058.**

SECTION-1

NOTICE INVITING FOR TENDER OF MESS SERVICES IN BHARATI COLLEGE, UNIVERSITY OF DELHI

E-Tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having proven capacity to provide Mess Services with the suitable and uniformed trained manpower, for Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110 058 for a period of 2 years.
Manual bids shall not be accepted.

Girls' Hostel is an undergraduate Hostel of Bharati College with a capacity for 60 students.

2. Document Download: Tender documents may be downloaded from College website www.bharaticollege.org (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule. **CRITICAL DATES SHEETS** given on next page.

**Dr. (Mrs.) Mukti Sanyal
Offtg. Principal**

CRITICAL DATE SHEET

	<u>DATE</u>
Published Date	27 th November, 2018 (04.00 pm)
Bid Document Download / Sale Start Date	27 th November 2018 (06.00 pm)
Clarification Start Date	28 th November, 2018 (10.00 am)
Clarification End Date	29 th November, 2018 (02.00 pm)
Bid Submission Start Date	30 th November 2018 (06.30 pm)
Bid Submission End Date	21 st December, 2018 (06.00 pm)
Technical Bid Opening Date and Food Sample Checking Date Time and Venue of any food items prepared on the spot in College premises	26 th December 2018 (11.00 a.m)
Financial Bid Opening Date	09th January 2018 (11.30 a.m)

3. Bid Submission: Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the 'Instruction' for e-submission of the bids online through the Link:

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

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Tenderer who can download the tender from the college website www.bharaticollege.org and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with the College/University of Delhi.

6. Intending tenderers are advised to keep checking the college website www.bharaticollege.org and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

7. Bid Security/EMD Payment:

Earnest Money Deposit of **Rs.1,00,000/- (Rupees One Lakhs only)** in the form of Demand Draft in favour of Principal, Bharati College, University of Delhi C-4, Janakpuri, New Delhi through RTGS/NEFT. The College Bank details are **(Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.** The bidder shall submit the EMD/ UTR No of RTGS/NEFT with the Bharati College. The payment details should be uploaded with CPP Portal also. EMD of unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8. Bids (Technical) will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well as Financial-Bid opening will be published on CPP Portal.

Submission of Tender

The tender shall be submitted online in Two part, viz., Technical bid and Financial (Price) bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of **proof for payment of Earnest Money Deposit**
- ii) Signed and Scanned copy of Certificates like Company Registration Certificate, PAN No, GST No.
- iii) An undertaking (self-certificate) that the **agency hasn't been blacklisted** by a Central / State/UT Government institution and there has been no litigation with any government department on account of IT services.
- iv) Any Tender providing services to the College in current year and the period of contract will continue till next one year or more is not eligible for new tender services.
- (v) The bidder should have experience certificate of successful completion of one work of similar nature of any period.
- (vi) A copy of the satisfactory services from current employer is to be enclosed (if any).
- (vii) The bidder have to prepare any fresh food item on the day of opening of the technical bid and financial bid would be only open is if committee is satisfied with the sample check of food item.

Financial Bid: Mess Charges per person per day (Monday to Sunday)
Rates proposed to be charge for the items serve at the mess

	Breakfast (8 to 9:30 am)	Lunch (1 to 2:30 pm)	Tea Time (5 to 6 pm)	Dinner (7:30 to 8:45 pm)
Monday	Bread, Jam, Sweet daliya/Boiled egg Fruit, Milk	Roti, Rice, Safed Chole, Raita, salad	Tea, 1 Bread Pakora	Roti, Rice, Aarhar Dal, Besan Gatta/Aaloo Gajar Matar Or Makke ki Roti , Sarson ka Saag
Tuesday	Idli/Uttapam, Sambhar, Chatni, Milk	Roti, Rice, Maki Dal, Raita, Salad , Seasonal vegetable (Bhindi/Aaloo Ptta ghobi/Aaloo Phool Gobhi),	Shikanji/Roohafza (2 glass), 2 Round Mathri	Roti, Rice, Dal Makhni, Kathal/Kaccha Kela/Aaloo Methi/Aaloo Palak
Wednesday	Bread, Jam, Poha/Boiled egg, Fruit, Milk	Roti, Rice, Khadi Pakoda, Seasonal vegetable (Beans/Aaloo Shimla mirch)	Tea, 1 Samosa/ 2 Aaloo Tikki	Fried Rice, Chawmein, Manchurian, Ice cream
Thursday	Aaloo Pyaj Parantha/Plain Parantha, Aaloo Bhujiya/Aaloo Puri, Milk	Roti, Rice, Rajma, Raita, Salad, Seasonal vegetable (Kaddu/Aaloo Methi/Tori)	Shikanji/Roohafza(2g lass) , Veg Sandwich	Roti, Rice, Ghiya Dal, Bhindi/Ghiya Kofta/Aaloo Bhujia/Karela
Friday	Bread, Jam, Veg Cutlet/Boiled Egg Fruit, Milk	Roti, Rice, Raita, Salad, (Lobhiya/Shabut Masur,) Seasonal vegetable (Tinda/Baigan bharta / Kaccha Kela)	Tea, 2 Rusk	Masala Dosa, Lemon Rice, Sambhar, Chatni, Kheer/Suji ka Halwa
Saturday	Macroni/pasta/ bread+jam+kala chana/sprouts/yellow mattar, fruit, Milk	Khichdi, Papad, Pickle, Dahi	Shikanji/Roohafza (2glass) , 1 Bread Roll/Mix Veg Pakora	Roti, Rice, Aarhar Dal, Raita, Salad, Seasonal vegetable (Karela/Aaloo Gajar matar/Aaloo

Sunday	Chole Bhature/Kachori and Aaloo sabji, Pickle, Coffee &Tea	Any Raita,Veg Pulao	Tea, Biscuits (2 Namkeen/2 Sweet)	Puri, Jeera Rice, Sahi Paneer/Matar Paneer/Matar Mushroom, Dahi Vada, Gulab Jamun/Jalebi Or Veg Biryani, Chicken Biryani(for non veg*),Raita, Gulab Jamun/Jalebi
Total				

***Non Veg Dinner Meal Twice a week (Wednesday & Saturday). Students will take either Veg or Non-Veg).**

Stick to Mess Timings, Eat your food in Dining Hall only, Do not take Mess utensils/ food outside the Dining Hall

Note: *In Summer Time- Ice-Tea/ Nimbu Pani / Rasna

*Due to unavailability of a few vegetables, the Menu may be subject to change

*Special meals will be served once a month (last Sunday). Equivalent veg. preparations like malai kofta / kadhai paneer/ paneer butter masala and some special veg. will be served also. Each special meal will have sweet dish/ Ice-cream/ Pudding/ Fruit cream.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

**(Signature of the Bidder)
Name and Address (with seal)**

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Mess Services under which the approved contractor shall provide uniformed trained personnel and will use its best endeavours to provide hygienic food and beverage as specified in the tender.

2. ELIGIBLE BIDDERS:-

2.1. The bidder should have the experience of completion of similar works in any of the reputed MNC, Colleges, Autonomous Institutions, University, Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities of any period. A copy of same is enclosed.

2.2 The bidder must have a valid FSSAI license to sell or deal in food products. The bidder must follow the general hygienic and sanitary practices (GHSP) as stipulated in Part V of Schedule IV of FSS (Licencing and Registration of Food Businesses) Regulations, 2011.

1. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for the award of contract, shall upload a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2.(a) Memorandum of Understanding will have to be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

- 3.3. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.4. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his/her bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110058 subsequently finds to the contrary, the college reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void with immediate effect.
- 3.5. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself/herself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the college will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT TO COLLEGE:-

The bidder is required to provide mess services to Bharati College, University of Delhi and is advised to visit and acquaint himself with the premises, campus layout and every other relevant aspect. The costs of visiting shall be borne by the bidder on the submission of bid. It shall be deemed that the bidder has undertaken a visit to the Bharati College, University of Delhi and is aware of the operational conditions prior to the online submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

7.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Mess Services. The tender document comprises of:

- a) Notice of Invitation of Tender.
- b) Technical Bid
- C) Price Bid/Financial Bid.
- d) Terms and Conditions.
- e) Tender form for providing security services
- f) Form of Agreement

7.1.2. The bidder is expected to examine all Instructions, Terms and Conditions in the Tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his/her bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.

7.2. Clarification of Tender Document

7.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall immediately inform the Officiating Principal, Bharati College, University of Delhi.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Office before submitting his bid. All communications between the bidder and the college shall be carried out in writing.

8. BID PRICES:-

8.1. Bidder shall quote the rates in Indian Rupees excluding taxes for the entire contract on a 'single responsibility' basis such that the Tender price covers bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Mess Services at Bharati College, University of Delhi-110058. This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor cost of raw materials, LPG, electricity and water consumptions, maintaining hygienic conditions, man power and all other statutory liabilities.

8.2. Conditional bids/offers will be summarily rejected.

8.1 Form of Bid:-

All the documents uploaded with the bids shall be completed in all respect and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, it shall be signed by a duly authorized representative of each member of participant thereof. Signatures, witnessed and date should be mentioned in the bid. Copies of relevant power of attorney shall be attached. Financial Bid should be strictly as per BOQ.

8.2. Currencies of Bid and Payment

The Bidder shall submit his financial bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.3. Duration of Contract:-

The contract may be valid initially for a period of (2) two year and the Bharati college has reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to, but not beyond 5 years.

8.4. SECURITY:-

8.4.1. Any Tender not accompanied by Bid Security shall be rejected.

8.4.2. Bid security of the successful bidder shall be deposited 10% of tender value in the college at the time of signing the contract agreement or deducted from bill.

8.4.3. Bid Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.

8.4.4. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by the college.

8.5. Format and Signing of Bid:-

8.5.1. The bidder shall upload one copy of the tender document and Addenda/Corrigendum, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.5.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.5.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Bharati College, or are necessary to correct errors made by the bidder, in which case such corrections shall be initial/signed and dated by the person or persons signing the bid.

9. Late and Delayed Tenders:-

9.1.1. The College may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the college and the Bidder will be the same. This information will be posted on the College website and e procurement website of Govt. of India only in the form of Corrigendum.

10.1 Bid Opening and Evaluation:-

10.1.1 The authorized representatives of the College will open the Pre-qualification/Technical Bids.

10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be **summarily rejected**.

10.1.3. Conditional bids will also be summarily rejected.

10.1.4. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Tender document.

10.1.5. Financial bids will be open those bidder technically qualified.

10.2 Right to accept and reject of the Bids:-

10.2.1. Bharati College, University of Delhi is not bound to accept any bid and may at any time by notice in writing terminate the tendering process.

10.2.2. Bharati College, University of Delhi may terminate the contract if it is found that the contractor is black listed on previous occasions by any of the MNCs/ Colleges / Institutions/ Local Bodies/Municipalities/ Public Sector Undertakings, etc. and forfeited their EMD/Performance security.

10.2.3. Bharati College, University of Delhi may terminate the contract if the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

11.1 Award of Contract:-

11.1 Bharati College, University of Delhi will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

11.2 BHARATI COLLEGE, University of Delhi will communicate the successful bidder by uploading the letter of offer on this website. This letter (hereinafter and in the condition of contract called the “Letter of Offer”) shall prescribe the amount which College will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

11.1.3. The successful bidder will be required to execute an agreement in the form specified within a period of 15 days from the date of issue of Letter of Offer.

11.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of ‘Letter of Offer’ for an amount of 10% of the total bid value for the period of two years in the form of a Nationalized Commercial bank or Demand Draft in favour of “ Principal, Bharati College” or deducted from 5% from EMD and rest 5% from bill. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

11.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

11.1.6 If the successful bidder who has been awarded the contract fails to execute the work within one month from the date of award of contract, BHARATI COLLEGE, University of Delhi reserves the right to withdraw the award of contract offered to the bidder and his EMD/Performance Security will be forfeited..

Dr (Mrs.) Mukti Sanyal
Officiating Principa

Scope of Work:

Girls' Hostel is an undergraduate Hostel of Bharati College with a capacity for 60 students. The Hostel normally remains full to the capacity from August to May. The mess will serve Breakfast, Lunch (or packed lunch), Evening Tea (with snacks) and Dinner on monthly basis to the resident students, and occasionally for bonafide guests and visitors as per the menu suggested by the Hostel Mess Committee. An indicative menu is enclosed. The menu will be changed from time to time as decided by the Hostel Mess Committee in consultation with the Caterer.

The hostel will provide furnished dining hall, water, electricity fixtures and service counters while the contractor will provide all the kitchen equipment, staff, crockery, cutlery, gas cylinders and utensils for cooking / serving purposes. The contractor will have to pay for the electricity, water, a nominal Licence fee/rent.

The terms and conditions of contract shall be as follows:

1. The contract is initially for one year and renewable on satisfactory performance.
2. The bidder should have minimum of three (03) year of experience of running the mess in reputed institutions. The relevant papers be attached along with tender for consideration of its eligibility.
3. The Mess Contractor shall procure the license issued by the Health Authority of India, under the Food Adulteration Act, at his/her own cost.

Mess timing would normally be as under. The Mess Committee however reserves the right to make any alteration in the menu in consultation with the Caterer: -

Breakfast	8:00 a.m. to 09:30 a.m.
Lunch	1:00 p.m. to 2:30 p.m.
Evening Tea	5:00 p.m. to 6.00 p.m.
Dinner	07:30 p.m. 08:45 p.m.

4. Strict adherence to the timings, menu and prices of extra items will be made as determined by the Mess Committee in consultation with the Caterer.
5. The strength of mess members is expected to be 60 during the year. During the summer and winter vacations the mess shall remain closed, unless prior agreement is reached between the mess Committee and the Caterer.
6. The Caterer shall, at his/her cost, maintain adequate stocks of food grain, grocery etc. and adhere strictly to the standards as prescribed by the FSSAI (list of indicative brands of items to be used in catering is given along with the indicative menu).

7. No food cooked in the Mess shall be taken outside the premises without prior permission of the competent authority.
8. No other food items, other than the three regular meals and evening tea/coffee with snacks recommended by the Mess Committee shall be prepared.
9. Quality of food / services provided will be inspected/checked from time to time by the Mess Committee and if found unsatisfactory, the contract may be cancelled at any time by the College with/ without furnishing any notice. The College reserves the right to impose a fine, if deemed necessary.
10. Major civil and electrical work will be attended by the College. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. shall be the responsibility of the Caterer.
11. Security and upkeep of licenced premises, all equipment fittings and fixtures etc. shall be the responsibility of the caterer. Any damage / loss of equipment/fixtures will be recovered from the Caterer.
12. The Caterer shall maintain adequate hygienic condition in the mess and adjoining area and ensure proper garbage disposal with adequate number of bins to collect segregated waste.
13. Only environment friendly materials should use be used.
14. The Contractor and his employees would be governed by the discipline rules as may be laid down by the College while they are in the Hostel/College premises.
15. The conduct/character/antecedents and proper bonafide of the workers in the Mess shall be the sole responsibility of the contractor. However, the Contractor should provide the necessary details of all its employees to the College. All the employees should be police verified.
16. The Caterer's workmen should be in proper uniform with apron, head cap and wear hand gloves at the time of work and maintain personal hygiene.
17. No accommodation except the changing/resting room will be provided to the Caterer's workmen.
18. The Caterer shall attend monthly meetings of the Mess Committee and weekly meeting with warden.
19. The Caterer shall not sub-contract the running of mess to any other party.
20. The Caterer will be required to provide 'khichri' or any other suitable sick diets for

sick residents in lieu of the regular meals.

21. The Caterer shall follow the time schedule of opening and closing the mess each day.
22. The Mess bill shall be paid to the Caterer after deducting TDS as per the income tax rules.
23. The mess contract cannot be terminated by the contractor in the midst of the period of award. If it is done, the security deposit shall be forfeited.
24. In case of breach of any term and condition herein contained, the college authorities shall be at liberty to terminate the contract without assigning any reason and the caterer shall have to vacate the premises allotted to him/her with in the time specified by the college authorities.
25. Any dispute or litigation is subject to Delhi Jurisdiction.
26. The mess Contractor shall pay the following charges to the college for running the Hostel mess:
 - i. Rent: 5000/- per month
 - ii. Electricity Charges : 2000/- per month /as per actual; whichever is more (**In no case electricity shall be used for cooking food**)
 - iii. Water Charges: 500/- per month /as per actual; whichever is more
27. Contractor shall deposit 1,00,000/- (Rupees One Lakh only) with the college at the time of signing of the agreement as Security Deposit which will be refunded on expiry of the contract as per GFR provisions.

Quotation received after the due date and time, will not be considered

The decision to award the Mess services contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

Offtg Principal

Date: Nov 2018

FORCE MAJEURE: If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

OBLIGATION OF THE CONTRACTOR: The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep Bharati College, University of Delhi fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

DISPUTE RESOLUTION

A) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Principal, Bharati College, University of Delhi.

B) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

C) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

JURISDICTION OF COURT: The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

BHARATI COLLEGE
HOSTEL MESS MENU 2018-19

Mess Charges per person per day (Monday to Sunday)

	Breakfast (8 to 9:30 am)	Lunch (1 to 2:30 pm)	Tea Time (5 to 6 pm)	Dinner (7:30 to 8:45 pm)
Monday	Bread, Jam, Sweet daliya/Boiled egg Fruit, Milk	Roti, Rice, Safed Chole, Raita, salad	Tea, 1 Bread Pakora	Roti, Rice, Aarhar Dal, Besan Gatta/Aaloo Gajar Matar Or Makke ki Roti, Sarson ka Saag
Tuesday	Idli/Uttapam, Sambhar, Chatni, Milk	Roti, Rice, Maki Dal, Raita, Salad, Seasonal vegetable (Bhindi/Aaloo Ptta ghobi/Aaloo Phool Gobhi),	Shikanji/Roohafza (2 glass), 2 Round Mathri	Roti, Rice, Dal Makhni, Kathal/Kaccha Kela/Aaloo Methi/Aaloo Palak
Wednesday	Bread, Jam, Poha/Boiled egg, Fruit, Milk	Roti, Rice, Khadi Pakoda, Seasonal vegetable (Beans/Aaloo Shimla mirch)	Tea, 1 Samosa/2 Aaloo Tikki	Fried Rice, Chawmein, Manchurian, Ice cream
Thursday	Aaloo Pyaj Parantha/Plain Parantha, Aaloo Bhujia/Aaloo Puri, Milk	Roti, Rice, Rajma, Raita, Salad, Seasonal vegetable (Kaddu/Aaloo Methi/Tori)	Shikanji/Roohafza (2g lass), Veg Sandwich	Roti, Rice, Ghiya Dal, Bhindi/Ghiya Kofta/Aaloo Bhujia/Karela
Friday	Bread, Jam, Veg Cutlet/Boiled Egg Fruit, Milk	Roti, Rice, Raita, Salad, (Lobhiya/Shabut Masur,) Seasonal vegetable (Tinda/Baigan bharta / Kaccha Kela)	Tea, 2 Rusk	Masala Dosa, Lemon Rice, Sambhar, Chatni, Kheer/Suji ka Halwa
Saturday	Macroni/pasta/ bread+jam+kala chana/sprouts/yellow mattar, fruit, Milk	Khichdi, Papad, Pickle, Dahi	Shikanji/Roohafza (2glass), 1 Bread Roll/Mix Veg Pakora	Roti, Rice, Aarhar Dal, Raita, Salad, Seasonal vegetable (Karela/Aaloo Gajar matar/Aaloo

Sunday	Chole Bhature/Kachori and Aaloo sabji, Pickle, Coffee &Tea	Any Raita,Veg Pulao	Tea,Biscuits(2 Namkeen/2 Sweet)	Puri, Jeera Rice, Sahi Paneer/Matar Paneer/Matar Mushroom, Dahi Vada, Gulab Jamun/Jalebi Or Veg Biryani,Chicken Biryani(for non veg*),Raita,Gulab Jamun/Jalebi

***Non Veg Dinner twice a week (Wednesday & Saturday). Student should take only one item either veg or non-veg.**

Stick to Mess Timings, Eat your food in Dining Hall only, Do not take Mess utensils/ food outside the Dining Hall

Note: *In Summer Time- Ice-Tea/ Nimbu Pani / Rasna

*Due to unavailability of a few vegetables, the Menu may be subject to change

*Special meals will be served once a month (Last Sunday). Equivalent veg. preparations like malai kofta / kadhai paneer/ paneer butter masala and some special veg. will be served also. Each special meal will have sweet dish/ Ice-cream/ Pudding/ Fruit cream.

List of indicative brands of items to be used in catering

S.No.	Item	Brand
1	Milk	Mother Dairy/ Amul
2	Bread	Brittania/ Harvest
3	Butter	Mother Dairy/ Amul
4	Jam	Kissan/Tops
5	Tea	Taj MAhal/Brooke Bond/Tetlay
6	Coffee	Nescafe/ Bru
7	Tomato sauce/Ketchup	Kissan/Tops
8	Chilli Sauce	Kissan/Tops
9	Refined Cooking Oil	Safola/Sun flower/Fortune
10	Desi Ghee	Madhusudan/Milkfood
11	Mustard Oil	Fortune/ Kanodia/ Patanjali
12	Rice	Basmati India Gate/Patanjali
13	Sugar	Good quality
14	Atta/Maida/Besan	Rajdhani/ Shaktibhog/Ashirwad/Ptanjali
15	Pulses	Good quality Agmark ISI Brand
16	Spices	MDH/Catch/patanjali Agmark ISI Brand
17	Fruits/ Vegetables	Seasonal fresh quality
18	Salad	Seasonal fresh items of green vegetables, Beet root, Carrot etc.
19	Cornflakes	Mohan's/Patanjali

Note: Perishable items like Paneer, Milk, Chicken, Mutton, Fish etc. should be procured afresh daily.

AGREEMENT

THIS AGREEMENT has been made on this **day of** at Delhi **BETWEEN Bharati College , University of Delhi** (hereinafter referred to as the college) through its Principal **AND M/.....** Proprietor, hereinafter called the Contractor of the other part.

Whereas the Contractor approached the Principal, through proper channel through the process of calling for tenders through e-procurement on CPP Portal and having the maximum experience of having worked in Government of India departments, the decision to grant him a permission for running the Mess purely for the residents of the said Bharati College Girls' Hostel, (hereinafter called the Hostel), located within the premises of Bharati College.

And whereas the Principal, after following the due procedure, has agreed to provide the said Contractor for running the Mess on the terms and conditions hereinafter set out:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Principal hereby grants a permission unto the Contractor to run the hostel mess. The contract for the mess of Bharati College Girls' Hostel shall be for a period of 24 (Twenty-Four) months w.e.f. The contract shall come to an end on the expiry of 24 months and no separate notice will be served or required on either side. It is understood that the Contractor will provide all services agreed upon for the entire period of the contract, not discontinue the same in the middle of the semester or course.
2. The work and duties of the contractor will include
 - a) Cooking and serving three meals - breakfast, lunch and dinner and tea. The hostel reserves the right to include the service for the preparation and serving of light snacks in addition to these three meals. The terms and conditions of such an addition will be worked out as and when required;
 - b) Facilitate procurement of raw material for and on behalf of the hostel;
 - c) Managing and control of stocks and inventories;
 - d) Coupon sales. Residents may use these coupons for guest or other students of the college.
 - e) Cleaning of utensils, kitchen and serving items;
 - f) Cleaning of cooking, dining and auxiliary areas;
 - g) Security of the equipment, utensils and other items in the mess;
 - h) Maintenance of the equipment in the kitchen and dining areas;
 - i) Maintenance of books, ledgers, other records and documents related to running of the mess;
 - j) Deployment and supervision of required man power for the above mentioned tasks.

3. The Contractor shall serve food items strictly as per this agreement (sample menus attached) and the Principal or her authorized officer may at any time enter the premises for general inspection without any prior notice. Such officer shall also be entitled to take away sample of food and other items prepared by the Contractor, free of cost, for the purpose of inspection, testing, trial or analysis with a view to ensure that the food items served by the Contractor are wholesome edible food and conform to the general guidelines/standards normally prescribed by MCD in respect of such food items for human consumption. If the food supplied by the Contractor is found to be of substandard quality then the Principal may cancel this agreement forthwith without giving any notice.
4. The Contractor shall prepare and prominently display the menu for the day for breakfast, lunch, evening tea and dinner etc. which will be prepared in prior consultation with the Hostel Mess Committee and Mess/Warden of the said hostel. The Contractor shall serve only such items, which have been approved and agreed to. The rate for such food per head per month (month means calendar month) shall not exceed per person.
5. No other food items other than the three regular meals and tea, as recommended by the Mess Committee and Warden shall be prepared unless there are special occasions and the Principal has approved the same.
6. No food items or material will be taken out of the hostel premises without approval of the Warden.
7. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible. Un-refrigerated cooked food, not consumed within 6 (six) hours in summer months and 10 (ten) hours in winter months, shall be deemed to be stale and unfit for consumption.
8. The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the residents.
9. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
10. The contractor shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
11. The contractor shall ensure that only hot food is served to the residents.
12. The waste material and unused/leftover food from mess shall be removed from hostel premises every day.

13. The Hostel will provide to the Contractor the required nos. of dining furniture, water cooler, which shall be duly receipted by the Contractor and the Contractor shall hand over the same within 12 hours to the hostel in good working order on termination or conclusion of this deed, as the case may be. The Contractor shall keep these items in functional order at his own expenses. Such other infrastructure as may be required for cooking, serving and catering the regular meals and other items to the Residents, including refrigerator, geyser, crockery, cutlery, tables, flower vases, and liveries for mess staff shall be arranged by the Contractor on his own cost and risk. Extra water tankers, if required, shall also be provided by the Contractor and the same shall be brought in the college premises with the prior approval of the Principal.
14. The Contractor shall use cooking gas at his own expense and risk for cooking purpose and shall not use any other kind of fuel or electric heater. The contractor shall not be allowed to use electricity as a cooking fuel. However, use of toasters, refrigerators, geysers, water coolers, mixer/grinder, oven and other equipments for cutting/grilling vegetables, etc. shall be permitted. Any other electrical cooking appliance may also be used by the service provider after obtaining prior written permission of the Principal /Warden in-charge.
15. The Contractor shall keep suggestion/complaint book to enable the Residents to lodge their complaints/ suggestions and shall abide by the decision of the Warden made in respect of any complaint/suggestion and shall be bound to follow the same.
16. The Contractor shall keep the mess open every day from 8.00 a.m. to 8.30 p.m. or as is decided by the Principal from time to time.
17. The Principal shall provide a suitable space to the Contractor for being used as a pantry and kitchen. This shall not confer any right in or upon the said premises of any kind whatsoever. The Contractor to use the said space shall be co-extensive with main contract (i.e. the Agreement), and the said Contractor shall automatically come to an end on the conclusion of the same, as the case may be, on any ground whatsoever. No employee of the Contractor shall be allowed to stay overnight in the kitchen, dinning hall or any other place in the hostel.
18. The Contractor shall ensure that the pantry, the kitchen and dining hall, furniture, water cooler, refrigerator, fans, tubes, tables and benches in the dining hall are kept neat and clean at all the times.
19. The Contractor shall not carry out any addition/alternation in the portion allowed to him for the above purpose, except with prior written permission of the Principal.
20. The Contractor shall vacate the premises within 12 hours of the conclusion of this agreement or on the termination of this agreement, if takes place at an earlier date.
21. The Contractor shall be allowed to remove his/her utensils and equipments, from the premises only after he/she obtain a 'no dues' certificate from the Warden.

22. It shall be the responsibility of the Contractor to give a clean and vacant possession of the premises on the conclusion or termination of this agreement.
23. The Contractor shall pay fees Rs. 5000/- per month for the use of the premises allowed to be used for pantry and kitchen and other related purpose.
24. The Contractor will also be provided with electricity connection and he shall pay Rs. 2000/- for electricity charges every month as per actual use; whichever is more.
25. The Contractor will also be provided with water supply and he shall pay Rs. 500/-per month/ as per actual use; whichever is more or as is decided by the Principal from time to time. Water tankers, if found necessary on account of shortage of water supply, shall be arranged by the Contractor at his own expense. However the same shall be brought in the college premises only with a prior approval of the college.
26. The Contractor shall engage his own staff as may be required for efficient running of the hostel mess. The Contractor shall engage such staff with prior police verification and shall provide a list of such staff along with their permanent and local addresses to the Warden. The Contractor shall take all reasonable precautions to ensure that staff engaged by him attire themselves, while on duty, in proper uniform to be prescribed in consultation with the Principal/Warden and maintain at all times the decency norms so as to behave with the Residents in a civil, sober, polite and honest manner.
27. The Contractor shall ensure that the dues of all the employees engaged by him are paid in time. The contractor shall not pay less than what is provided under the law to workers engaged by him for the work. The contractor shall be required to comply with all statutory norms including the provisions of Minimum Wages. The mess workers shall be available for work for one shift staggered over 12 hours. However, the total hours of work taken in a day shall not exceed 08 hours.
28. The contractor shall be liable to comply with all Labour Laws including Employee's State Insurance Act 1948 and Employees' Provident Fund and Miscellaneous Provisions Act 1952 . The contractor shall also be responsible for violation, if any, of the provisions of the said Acts, the Principal shall have no liability on this account.
29. The Principal shall not be liable for any payment to the staff of the Contractor on account of Salary and Allowances, Leave, Uniform, Medical Aid, Insurance Policy, Provident Fund, ESI dues, and Services Tax payable to Govt. of Delhi/India etc. whatsoever, which shall be the responsibility of the Contractor. The Contractor shall also ensure that the norm prescribed by the Human Rights Commission or Government of India, Minimum wages Act, Provision of Industrial Disputes Act or any such other legislation, to the extent applicable, are fully observed by the Contractor and the Principal is kept harmless and indemnified in this behalf. The Contractor hereby undertakes to keep the Principal harmless and indemnified against any claim or demand of his workmen under any industrial law for the time being in force, or as may be amended from time to time.

30. The Contractor shall install firefighting equipment in the kitchen as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the Contractor or his staff, to any property, or to any resident or staff, such loss or damage shall be made good at the cost of the Contractor.
31. The contractor shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the college from time to time. However, the contractor shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the college.
32. In case, the college suffers loss of any nature on account of the contractor or his employees for not following security/safety regulation/instructions, the contractor shall be liable to make good the loss as determined by the college at its sole discretion and the college shall have the right to recover such losses, etc., from the dues payable to the contractor and/or his security deposit with the college.
33. In consideration of the services provided by the Contractor, the Principal will arrange to make payment to the Contractor of monthly dues by 10th of every month (or the next working day in case of holiday) through an account payee cheque/ transfer of fund in account provided the Contractor submits the accurate bills by the 26 day of the month. The Contractor shall maintain proper register/records and produce proper bills duly verified by the Hostel Warden/Hostel Mess Secretary as may be elected by the Residents from time to time or nominated by the Principal/Warden in this regard. The Contractor shall maintain a separate account for the extra meals/items served to the guests and /or the Residents indicating clearly the name and the room number of the Residents, items served, date and total amount, duly signed by the said resident, so that such charges are recovered from the resident concerned. The Contractor shall also allow prorata rebate to Residents on written request from the Warden as per rules. Whenever Rebate is allowed or the food of a resident is stopped and intimation in this regard is given to the Contractor, no food charges will be paid to the Contractor by the Principal, for such number of days for which the rebate is allowed or the food is stopped.
34. The Contractor shall deposit a Bank Draft of Rs. 1,00,000/- (Rupees One Lakh only) in favour of Principal as interest free security before the award of this agreement, which shall be refundable to the Contractor on the conclusion or termination of this agreement after adjusting such amounts as may be found due from the Contractor including fines, if any, imposed upon the Contractor on account of deficient services.
35. If in any circumstances the contractor is not able to perform his contract or leaves the same in-between then the security deposit made by the contractor shall stand forfeited and the contractor shall be liable to pay damages to the college equivalent to two months of contract charges per month.
36. This agreement may be renewed by the parties on such terms and conditions as are agreed between the parties on the conclusion of this agreement. The renewal of the

contract if any should be discussed and confirmed in the 23rd month of the contract only. However, unless the contract is renewed, it shall come to an end as aforementioned.

37. The Contractor will ensure that all the Residents, except in the case of sick Residents, eat their meals only in the dining hall and boiled/sick diet has to be made available to the sick and foreign Residents on demand, subject to the Warden's approval. The food will not be served in the rooms of the Residents. The guests of Residents alone may be permitted to eat with the prior permission of Warden at rates decided for the purpose.
38. The Principal may appoint a sub-committee to monitor the performance and quality of food and other items supplied by the Contractor and if at any time it is found that the Contractor fails to fulfill any of the conditions of this agreement, the Principal impose a fine/ penalty up to Rs. 10,000/- (Rupees Ten thousand only) per default or terminate the contract by giving one month's notice to the Contractor. However, if the period of notice falls short of one month because of the contract coming to an end in its natural course, such a notice will be only for such no. of days as may be left for the contract to expire in its natural course in such case, the conditions for one month shall not be applicable nor insisted.
39. If the Contractor fails to serve particular meals to the Residents during the currency of this agreement for whatever reason, he shall be liable to pay Rs. 10,000/- (Rupees Ten thousand only) as fine/ penalty for each such meal which will be adjusted against the payment of food bills or recovered from the security deposit, as the case may be.
40. The Contractor shall adhere strictly to the Agreement in contravention of any terms of the Agreement, the Contractor shall be liable to pay Rs. 10,000/- (Rupees Ten thousand only) as fine/ penalty for each violation.
41. If the Contractor fails to serve any item to any resident in the prescribed meal hours as decided by the Principal, the Contractor shall have to serve that missed items subject to the approval of Warden.
42. The college shall at any time be entitled to determine and terminate the contract for any reason including unsatisfactory performance or violation of Minimum Wages Act or any other statutory regulations of any of the other terms and conditions of the contract. A notice in writing from the college to the contractor shall be issued giving 30 (Thirty) days time for such termination and vacation of the premises, without assigning any reasons thereof. Under exceptional circumstances, this 30 day period may be appropriately reduced. However, the termination of the contract shall not relieve the service provider of any of his obligations imposed by the contract with respect to the work performed by them prior to such termination.
43. The college can also terminate the contract in case of more than three complaints regarding quality of food and behavior of staff are received by the Principal from the

students or the college staff or if more than three penalties are imposed on the contractor.

44. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Principal of the college at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Principal of the college to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo. The venue of arbitration shall be at Delhi. Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
45. The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

In witness whereof the parties have set their hands hereto in presence of witnesses.

Principal

Contractor

Witnesses:

Place:

Date: