# **TENDER DOCUMENT**



# NOTICE INVITING E-TENDER FOR PROVIDING MESS SERVICES IN THE RAJIV GANDHI HOSTEL FOR GIRLS, UNIVERSITY OF DELHI,

DHAKA HOSTEL COMPLEX, MUKHERJEE NAGAR

DELHI-110009

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# 1. NOTICE INVITING E-TENDER TO PROVIDE MESS SERVICE IN RAJIV GANDHI HOSTEL FOR GIRLS, UNIVERSITY OF DELHI

1.1. E-Tenders are invited through CPP portal under two bid systems (i) Technical bid (ii) Financial bid from reputed agencies or Firms having the capacity to run Mess Services with the qualified and uniformed trained workforce for running the Mess of **Rajiv Gandhi Hostel for the Girls University of Delhi** on contract basis for a period of two years, extendable further for a period of one year based on satisfactory performance and quality of services by the contractor for approximately 500 residents for an occupancy period for 10 months and part-time occupancy for 150 residents for the remaining months.

Location of Mess: Rajiv Gandhi Hostel for Girls, Dhaka Hostel Complex, Opp. Indra Vihar, Dr Mukherjee Nagar, Delhi-110009

### 1.2. Bid Schedule

Date of start and downloading tender	18-10-2024
Earnest Money Deposit (EMD)	6,00,000/- Rupees Six lakhs Only
Pre-Biding meeting date and time	28-10-2024 & 12:00 Noon to 01:00PM
Last date for downloading and submission of tender	08-11-2024
Date and Time of opening of Technical bid	11-11-2024 & 11:00AM
Date and Time of opening of Financial bid	To be notify accordingly after technical evaluation
Designation of the Authorized Officer and Address for Communication	Mr. Mohan Singh Bisht, Section Officer Mob no.: 7303562300

### 2. SCOPE OF WORK

Reputed firms/contractors having an experience of at least 5 years, for running Mess Services with minimum 500 students strength in Govt. Sector/PSUs/Educational Institutions including Schools & Colleges of repute are eligible to apply to cater to the needs of residents (average 500-550) to provide Mess facility/services of wholesome, hygienic cooked food and food items to students of RGHG Hostel University of Delhi as per the terms and conditions of the tender, offer letter and agreement of contract.

### **3.** <u>GUIDELINES FOR E-TENDER SOLUTION:</u>

- 3.1. <u>Payment of E- tender Document</u>. The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of tenderers participating in e-tender solution. The bidders can view/download the tender documents from the <a href="https://eprocure.gov.in.">https://eprocure.gov.in.</a> and from the University of Delhi website.
- 3.2. <u>Submission of E-tender.</u> The registered bidders who are desirous of participating in etender shall submit their bids in the standard format prescribed in the Tender document. The tenderers should scan and upload the self-certified documents in support of their bid. Documents of the bidders downloaded or requisitioned subsequently only will form the basis for deciding the tender. Therefore, bidders need not to submit documents physically.
- 3.3. Payment of Bid Security (Earnest Money Deposit): The EMD Shall be in the form of the Demand Draft/Pay Order/FDR/BG of scheduled bank issued in favour of Provost, Rajiv Gandhi Hostel for Girls, University of Delhi. Xerox copy of the DD/PO/FDR is to be scanned and uploaded along with the technical bid documents, and the original DD/PO/FDR shall be sent to the Rajiv Gandhi Hostel for Girls address before the date and time of closing of the tender. E-tender of only those bidders whose EMD is deposited before the scheduled time and date will be opened. The MSME (Micro Small and Medium Enterprises) bidders are exempted from paying EMD. The EMD will be returned interest-free.
- 3.4. <u>Processing of 'E'-Tender:</u> A committee of the concerned Officer(s) will evaluate and process the ebids as done in the conventional E-tender after downloading the e-bids from the CPP Portal, and the result will be published on CPPP.
- 3.5. **Financial Bid Opening:** Financial bids will be opened only for those bidders who are found to be technically eligible in the technical Bid of E-Tender.
- 3.6. Payment of Performance Guarantee: The successful tenderers/Contractor will furnish a performance guarantee of Rs. 10,00,000/- (Ten Lakhs only) in the form of FDR/BG with a validity of 30 months (should be issued from nationalized/commercial bank in favor of the Provost, Rajiv Gandhi Hostel for Girls. In case the performance of the work is not found satisfactory, the penalty will be imposed on the service provider/Contractor through the hostel as per Annexure-F. The performance guarantee will be returned interest-free after the satisfactory performance of the contract.

3.7. <u>Participation Financial Rules for Bid:</u> The Bid system would be applicable for the outsourcing of services and execution of work as prescribed in GFRs.

### 4. MINIMUM ELIGIBILITY CRITERIA

- 4.1. The tenderers must have the following valid registration certificates:
  - 4.1.1 **PAN**
  - 4.1.2 **GST**
  - 4.1.3 **ESIC**
  - 4.1.4 **EPF**
  - 4.1.5 Labour Commission
  - 4.1.6 License from FSSAI/Registration with Shops and Establishments Act.
  - 4.1.7 ISO 22000:2018 and ISO:9001 Certificate
  - 4.1.8 Solvency Certificate of the firm/company (above 50 Lac)
- 4.2. <u>Turn Over</u>: Tenderers should have an average annual turnover of Rs.5 Crore during the financial years (2019-2020, 2020-21, 2021-22, 2022-23 and 2023-24).
- 4.3. **Work Order:** Tenderers should have contract currently of at least 3 Mess of 500 student's strength each mess (essential requirement) and billing should minimum aggregate of 2 crores per annum (each year) for the last 03 (three) financial years i.e. (2021-22, 2022-23 and 2023-24). (Proof to be enclosed).
- 4.4. **Experience**: Tenderers should have at least Five-year Mess/Canteen experience of with a satisfactory report for providing catering/Mess Services in the Hostels/Guest houses of repute/Universities/, Govt. training or education institutes/Central Govt./State Govt./Central University/State University/ PSUs.
- 4.5. <u>MSME</u>: Tenderers who's registered under MSME category {Operation of Canteen (e.g. Factories, offices, hospitals or school) on a concession} only that bidder are eligible for tender.
- 4.6. <u>Staff</u>: Tenderers must have at least one supervisory/manager with Graduation qualification and the requisite number of subordinate staff, efficient in managing the provision of Mess service at the Rajiv Gandhi Hostel for Girls, University of Delhi.

### **Annexure - A**

### 5. TERMS AND CONDITIONS

- 5.1. The performance security deposit shall only be released after Six months of the close of the contract and submission of No Dues/Clearance from all concerned Authorities of Hostel and on satisfactory completion of the contract.
- 5.2. The contractor shall sign a formal agreement on a non-judicial stamp paper worth Rs. 100/-(Rupees one hundred only) within seven days of the award of the work.

- 5.3. The tenderers should go through the complete tender document, including all terms and conditions.
- 5.4. The tenderers will attach only the required documents according to Technical Bid and enclosed index for documents.
- 5.5. If the tenderers fail to enclosed the required documents, undertaking will not be accepted against the required documents.
- 5.6. The contractor shall be absolutely 'a bare license', and anything contained therein shall not be deemed to give any right in law in respect of the said premises fittings, fixture and other hostel belongings to the Licensee in any manner.
- 5.7. The contractor should have valid PAN number either in the name of the proprietor or firm (Copy should be enclosed along with the technical bid).
- 5.8. The Rajiv Gandhi Hostel for Girls shall initially equip the Mess with electricity meters and water connection, electric bulbs, Tube lights, fans, Tables, fixtures and Mess equipment as per <a href="Manexure-E">Annexure-E</a>; any replacement later and repaired during the course of operations shall be made by the service provider/ contractor at his own cost. The contractor shall maintain the premises properly at his own expense. As soon as the term of the agreement expires or the contract is otherwise terminated, the contractor shall make the full and final payment for water and electricity consumption to the Hostel or any other dues. In case of any shortage, damages, breakage, the contractor shall get it repaired/replaced to the satisfaction of the hostel authorities otherwise, the loss thereof shall be recovered from the contractor.
- 5.9. The Contractor shall be operating the Air cooler and Chimney (installed in kitchen) at the time of preparation of food.
- 5.10. The contractor shall equip the Mess with decent crockery sufficient for the use of 500 students at a time to the satisfaction of the nominated officer(s)/Committee of Rajiv Gandhi Hostel for Girls. Similarly, good stainless-steel utensils will use for serving breakfast, lunch, snacks and dinner.
- 5.11. The payment will be made to the Contractor according to a number of residents present during the month; prior intimation of residents will be provided to the contractor.
- 5.12. Mess rebate @75% (only for leaves days) will be deducted from the monthly bill of the contractor, if the resident proceeds on leave for more than seven consecutive days in a month and 15 days leaves in a Quarter. Out of 25%, 15% would be given to the contractor and rest 10% will be kept with the Hostel.
- 5.13. The contractor /service provider shall arrange the LPG Cylinders/PNG at his own cost. The gas lines shall be maintained by the agency, and repairs, if required shall be done by the contractor at his own expense with superior quality materials, with the prior permission of the Hostel Authorities.
- (a) The contractor /service provider shall pay a License fee @ Rs. 800/- per sq. mtr. (Shall be revised as per Directorate of Estate orders issued from time to time) for the Mess occupation area of 53.125 square meters. Total License Fee of Rs. 42500/- (Forty-Two Thousand Five Hundred rupees) per month + GST as applicable as per rule for said the premises would be deducted from contactor monthly bill.

- (b) Water charges will be applicable as per the rules.
- (c) The Electricity charges would also be deducted as per the actual consumption of electricity on the existing electricity rate of University of Delhi (the electricity charges may be revised) for which separate sub-meters have been installed in the electrical room of the mess. Furthermore, in case the contractor fails to deposit the license fee, water charges, electricity bill, etc., within the specified period. An interest @ 18% per annum shall be charged for the same from the contractor on due amount. However, it shall be the responsibility of the contractor to get all dues clearance from the appropriate authority before handing over the vacant charge of the premises otherwise, the same will be recovered by the Rajiv Gandhi Hostel for Girls.
- (d) Thorough Cleaning of the Kitchen area and store should be done at least once a month and the dining area tables should be cleaned daily after every meal by the contractor. The hostel authorities will inform the contractor of the mess cleaning date. The contractor will provide the packed Lunch on the mess cleaning day, and evening Tea and dinner should be served as usual.
- 5.14. The Tenderer/vendor awarded the contract must submit a performance Security deposit of Rs.10,00,000/- (Ten Lakh) in the form of FDR/ BG in Favor of the Provost, Rajiv Gandhi Hostel for Girls, University of Delhi for a period of 30 months validity. The Earnest Money Deposit would be returned to the successful tenderer only after submission of the Performance Security Deposit. **The Performance guarantee will be returned interest-free.**
- 5.15. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfill any of the following condition:
  - a) An agreement is not signed in the prescribed form within seven days of the receipt of the letter of award of the contract.
  - b) If successful bidder withdraws or alters the terms and conditions of the tender during this period, the Earnest money deposit shall be forfeited.
- 5.16. Tobacco, Alcohol and Smoking are banned in hostel premises; in case any mess worker is found guilty the penalty will be imposed according to penalty clause **Annexure-F.**
- 5.17. In case the contractor fails to comply with terms & conditions, breach of any of the terms and conditions, the Rajiv Gandhi Hostel for Girls will notify the contractor about the said areas of the breach, as the case may be. In the event of the contractor failing or omitting to remedy the breach or payment of the arrears within 15 days of the notice served in writing to the contractor, the Hostel can terminate the license and after that the Hostel shall have the absolute right to enter upon the premises and take possession of the premises and can take suitable action against the service provider including blacklisting the firm.
- 5.18. That the Rajiv Gandhi Hostel for Girls shall have the lien on all the belongings of the property of the contractor for the time being in or upon the premises of the Hostel and if the contractor does not pay the arrears of the license fee, water, electricity charges or other dues payable to the hostel, even after the termination of the license, the hostel will have the right to realize the amount due to the Hostel from performance security Deposit and if the due amount is still more, than the by putting the belongings of contractor in a public auction after notifying the said auction to the contractor.

- 5.19. The contractor shall not sublet/permit the said premises or may part thereof to be used by any other person for any other purpose and, in default thereof, shall be liable for cancellation of the contract. The contractor shall not introduce any partner nor shall transfer possession of the premises or part thereof otherwise carry on the business in the premises with any other person or assign, transfer, charges or other alienate his interest in the premises shall not change the company for which the said premises are being licensed to him.
- 5.20. The contractor /service provider shall not carry out any permanent addition or alteration in the said premises without prior permission of the Hostel Authorities in writing. Suppose any temporary additions or alterations are required by the contractor, In that case, a request to this effect may be made in writing to the Hostel Authorities, who may consider the same on such terms and conditions as may be deemed appropriate.
- 5.21. The contractor /service provider shall not allow any other person(s) to use the premises with or without consideration. He shall not use the premises or any additional space in the campus for the residence of himself & his employees or for a purpose other than that provided in this Tender/Agreement. He shall not make or permit any structural additions and alternations to the premises without the prior written approval of the Hostel Authorities.
- 5.22. The menu shall be strict as per **Annexure 'C'**, and no change shall be allowed except for any decision by the hostel authorities in this regard.
- 5.23. The Hostel shall have the right to change any brand of material supplied/use for cooking, provided the cost of the same does not exceed the price of specified brand.
- 5.24. The food shall be cooked, stored and served under strict hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale is not recycled. Stale food shall be removed from mess premises as soon as possible.
- 5.25. The contractor, on revocation or termination of this license/agreement, handover the possession of said premises to the Hostel authorities in a good condition and in a peaceful/intact manner as they were on the date of occupation of the license, expects normal wear and tear.
- 5.26. The contractor /service provider shall give at least 90 days' notice in writing for vacating the said premises, pay the arrears in full, if any, before leaving the said premises, and in default, render himself liable for the recovery of arrears and necessary legal expenses. Similarly, The Rajiv Gandhi Hostel for girls shall be entitled to give him 90 days' notice to vacates the said premise.
- 5.27. In the Event of Death /Injury to any employee/worker of the contractor, the contractor will be fully responsible and abide by compensation as per the employee Compensation Act 1923. The Rajiv Gandhi Hostel for Girls shall not be hold in any manner whatsoever and contractor will be liable to pay any compensation in what so ever manner.
- 5.28. The Cooking Oil/Butter/Ghee items shall be of standard quality and brand certified by the FSSAI.
- 5.29. The Number of Employees to be engaged by the contract, given the size of his Business, shall be adequately and neatly dressed. The contractor shall also furnish to the Rajiv Gandhi Hostel

- for Girls information about the staff engaged by him in the prescribed form within a fortnight of the date of allotment of the premises\*(along with two passport size photographs of each worker). Similarly, information /photographs shall be supplied subsequently as and when the contractor makes changes in this respect. Identity cards should be issued to staff engaged in Mess work along with complete address, photograph and phone number.
- 5.30. The contractor shall ensure that persons not below a prescribed age and may be permissible under the relevant law are employed and shall also maintain an attendance register for his employees. The contractor follow Labor Law and all other applicable laws (Minimum wages Act).
- 5.31. If any person employed by the contractor is found guilty of breach of Rules/Discipline /terms of this deed, the Hostel shall have the right to request the contractor to terminate the service of such an employee whom the contractor shall not afterwards permit him on come the premises/campus without the previous written permission from Hostel Authorities.
- 5.32. The contractor /service provider shall not be permitted to exhibit in the said premises any print or written notice, advertisement, posters etc. of a kind and of any company whatsoever.
- 5.33. If the period for which the premises have been licensed has expired and has not been formally extended, then the contractor may continue on the same terms & conditions till the license is renewed on mutual agreement.
- 5.34. The contractor shall not do anything inside or outside the premises which may be a nuisance or cause annoyance to the students.
- 5.35. Any notice to be given to the contractor under the terms of this agreement shall be considered to be duly served & the same shall have been affixed on the outer door or any other conspicuous part of the said premises.
- 5.36. All payments to the Hostel shall be through NEFT/RTGS. No Cheques will be accepted.
- 5.37. EMD shall be returned to the unsuccessful tenderers within 30 days without interest after the award of the work is issued to the contractor.
- 5.38. The contractor shall ensure proper cleaning in and around Mess. The Kitchen waste shall be disposed of through covered containers in the dustbin situated in the nearby area. Contractor may explore the possibility to convert waste to bio-fertilizer. The minimum wages will be as per norms of GNCTD or Labour Dept., whichever is beneficial to the workers.
- 5.39. Financial Bid shall be opened only for agencies/firms who qualify the technical eligibility criteria per the technical bid and meet the quality standards as per the inspection report. Finally, the contractor /firm shall be decided based on the lowest financial bid.
- 5.40. The rates include all applicable taxes, and nothing extra shall be payable on this account. The contractor shall be responsible for all such statutory obligations regarding payment of taxes to concerned Authorities. The contract will be awarded for a period of two years on a contract basis/outsourcing basis and extendable for a further period of one year or such other period as decided by the Hostel Authorities, based on the review of the performance of the Mess services/satisfactory performance and quality of service by the contractor.

- 5.41. The approved rate will be valid for two years and will be revised nominally, if required, by a Committee only after one year of the contract on the contractor's request.
- 5.42. The contractor shall ensure the police verification of all the persons deployed by him at the allotted premises.
- 5.43. Also, Rajiv Gandhi Hostel for Girls intends to ascertain minimum reasonable cost of menu required at the mess the bidders are requested to quote reasonable market price only. The vague/unreasonable/unrealistic quote will liable to rejected during the financial evaluation of bid.
- 5.44. Rajiv Gandhi Hostel for Girls, reserve the right to cancel the tender process without assigning any reason whatsoever at any stage.
- 5.45. **No accommodation** will be provided on the campus and inside the Mess for the workers or any associate, and the agency shall make its own arrangements.
- 5.46. The contractor shall follow all the instructions issued by the Hostel Authorities and/or Authorized Official(s).
- 5.47. An Integrity pact will be executed by the L1 bidder when award of contract.

### Annexure - B

### 6. TECHNICAL BID

# **Essential eligibility criteria**: Please upload scanned copies of the following self-attested and stamped documents

Make sure that each and every document page is signed and stamped before scanning the same for uploading. Also, make sure that the uploaded documents are readable. Documents that are not readable will be summarily rejected and bid will be considered unresponsive.

Sr. No	Description	Details
1.	Name of the Agency	
	Address of firm/Agency	
	Telephone No.	
	Name, Designation, Address and telephone no of	
	authorized person of the firm/agency to deal with	
	Ownership firm or partnership firm. (In case of	
	partnership firm mention Name and Contact details	
	of all partners and submit the Deed and NOC for	
	tender participation from the partners)	
2.	PAN No.	
3.	GST Registration No. issued by the Competent	
	Authority along with return of 2022-2023 financial	
	year.	

4.	MSME category	
5.	PF Registration No. certificate (enclosed latest	
	Challan)	
6.	ESI Registration No. (enclosed latest Challan)	
7.	FSSAI Registration No. (State Level)	
8.	ISO certificate Registration No.	
9.	Proof of average Annual turnover of Rs5 Crore	
	during the last five years (2019-2020, 2020-21,	
	2021-22, 2022-23 and 2023-24).	
10.	Copies of award letters/work orders issued within	
	last three financial years (at least 3 Mess work	
	order of 500 students strength each Mess)	
11.	At least 3 Satisfactory Certificates regarding	
	running of Mess in	
	Hostel/University/Colleges/Reputed Organization	
	issued during last 3 years.	
12.	Income Tax return for last three years (2021-22,	
	2022-23 and 2023-24).	
13.	Self-Certification that the tenderers has not been	
	black listed any whereby any agency	
14.	Self-certification in effect that the tenderers has no	
	relative employed in Hostel and DU.	
15.	DD/Pay Order/FDR towards earnest money	
	deposit of Rs. 6,00,000/- is to be Deposited	
	Physically before closing hours of the Bidding	
16.	Upload load duly signed and stamped technical	
	bid	
17.	Undertaking on Rs.100/- non-judicial stamp paper	
	as per Performa enclosed	

as per i criornia chelosed	
Declaration:-	
This is to certify that I/We have read and fully understood all	the terms and conditions contained
herein before signing this bid and undertake myself/ourselve	s to abide by them.
Signature of the Bidder:	
Name:	
Designation:	
Date:	
Place:	
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### 7. Mess Menu

### Annexure-C

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Break- Fast	Aloo Prantha, Achaar/ Dahi- Pudina	Idli, Sambhar, Coconut Chutney,	Gobhi/Onion/ Methi Parantha,	Poha, OR	Upma, Sambhar, Coconut	Cutlet, Sweet Dalia	Namkeen Sweiyan ,
	Chutney		Dahi-Pudina Chutney/	Bread,	Chutney	OR	OR
	OR	OR	Achaar <b>OR</b>	Jam/Butter, Cornflakes	OR	Jam/Butter, Cornflakes	Bread, Jam/Butter,
	Bread, Jam/Butter , Cornflakes	Bread, Jam/Butter, Cornflakes	Cornflakes, Bread, Jam/Butter	Boiled Egg/Sprouts	Bread, Jam/Butter, Cornflakes	Omelets,	Cornflakes,
	Milk & Tea	Milk ,Tea and Fruit Seasonal	Milk & Tea	Milk ,Tea and Fruit Seasonal	Milk & Tea	Bread, Milk and Tea	Milk /Tea and Fruit Seasonal
Lunch	Chole Bhature, Chaach, Rice, Salad (Seasonal) with Lemon and Pickle	Aloo-Cabbage- tomato-matar Sabzi, lobia dal, Roti, Rice, Salad (Seasonal)	Rajma, Mix Veg Sabzi Boondi Raita, Roti, Rice, Salad (Seasonal)	Aloo- Methi, Black Masoor Dal ,Roti, Rice, Salad (Seasonal)	Kadhi , Aloo Pitika, Rice, Roti, Salad (Seasonal)	Kaddu sabzi, Arhar dal, Rice, Roti, Salad (Seasonal)	Khichdi, Aloo Chokha, Dahi,Tomato Green chilli chutney, Salad (Seasonal), Fried Papad, Roti
Pack Lunch	N/A	Aloo- Cabbage matar sabzi Butter roti	Rajma Rice	Aloo-Methi, Butter Roti	Kadhi Rice	Kaddu sabzi, Butter Roti	Fried Rice
Snacks	Bhel puri and MasalaTea	French Fries, MasalaTea.	fried idly and Ginger tea	Sweet Corn Ginger tea	Mix veg. Pakoda/ Vada Pav Ginger tea	Pasta and Ginger Tea	Samosa and Ginger tea
Dinner	Mix Veg, Mix Dal, Rice, Roti, Salad (Seasonal), Jalebi	Aloo Palak Saag, Dal makhani, Roti, Lamon jeera Rice (add matar), Salad (Seasonal)	Puri, Aloo tomato sabzi, black Chana, Rice, Roti, Salad (Seasonal) Custard (Apple, Grapes, Banana)	Vegetable biryani (all vegetables+ paneer)/ Chicken biryani mix veg Raita Yellow Masoor Dal, Roti, Rice, Salad (Seasonal)	Turai sabzi, Moong Dal, Roti, Rice, Salad (Seasonal) Gulab Jamun	Butter Paneer/ Kadhai chicken, Black Masoor Dal, Rice, Roti, Salad (Seasonal)	Matar Mushroom/ Egg bhurji Roti, Rice, Salad (Seasonal)

Special	1.	ButterNaan/LachhaParantha/Tandori Roti	Special Dinner
	2.	PeasRice/JeeraRice/VegRice/Matar Jeera Rice	will
dinner	3.	GreenSaladwithLemon(Beetroot, Carrot, Onion, Cucumber)	Be decided by the
	4.	Paneer Butter Masala/ Shahi Paneer /Palak Paneer/KadhaiPaneer/Paneer do	Hostel Authorities
		Pyaza	Once in Month or
	5.	DalMakhani	On occasion will
	6.	Mixveg/Gobhi Manchurian/MatarMushroom/ MalaiChaap	Inform by
	7.	ButterChicken/DryChicken/KadhaiChicken/Gravy Chicken	Housekeepers.
	8.	DahiBhalla/PineappleRaita/MixVegRaita/Bondi Raita	
	9.	MoongDal/Gajar/SujiHalwa/Rasmalai/IceCream/MaalPua/ShahiTukda/Butter	
		Scotch/ Vanilla cream	
	10	Papad(fried/roasted)	

- 1. Breakfast, Lunch and Dinner will be served on Full Diet.
- 2. Seasonal fruits/vegetables and salad will be served.
- 3. Special Dinner Will Be Served Once a Month decided by the Mess Committee.
- 4. Meal Time:

a) Breakfast: 07:30 AM to 09:30 AM
b) Lunch: 12:30 PM to 02:30 PM
c) Tea and Snacks: 05:00 PM to 06:00 PM
d) Dinner: 07:30 PM to 09:30 PM

### 5. Serving quantity of food:

S.No	Particulars	Quantity
1	Milk	300 M1
2	Tea	300 Ml
3	Curd	150 Gram
4	Butter Milk/Raita	300 Ml/150 gram
5	Paneer 120 gram with 120 gram gravy	120 Gram
6	Egg (Omelet/Boiled)	2 pcs.
7	Sweet/Dessert	
	A) Gulab Jamun(Big Size)	1 Pcs. (30 gram)
	B) Rasmali	1 Pcs.( 50 gram)
	C) Jalebi	50 gram
	D) Ice Cream/Fruit Cream/Custard	1 cup(70 ml)
	E) Kheer/Sewai/Halwa	120 gram
	F) Maal Pua	1 pcs.
8	Non- Veg (Chicken) 150 gram with 200 gram	350 gram
	Gravy	
9	Apple	1 pcs.(100 gram)
10	Mango	1 pcs.(125 gram)
11	Banana	01 pcs.(100 gram)
12	Malta/Orange/Kinnu	01 pcs. (80 gram)

13	Papaya/Watermelon/Muskmelon	150 gram
14	Bread(Brown)	2 pcs.
15	Butter	10 gram
16	Sandwich/ Aloo Toast	2 slice
17	Samosa/ Onion Kachori	1 pcs.(100 gram)
18	Idili/Vada/Uttpam (6 pcs.) with Sambhar (200	250 gram
	gram)	
19	4 pcs. Pav with 200 gram Bhaji	1 plate
20	Parantha (Aloo/Gobhi/Paneer/Onion)	2 pcs.(100 gram each)
21	Papad	02 pcs.
	Pack Lunch	
	a) 6 Poori with 200 gram Sabji	1 plate
	b) Rice 100 Gram with 200 gram Sabji	1 Plate
	c) 4 Butter Roti with 200 gram Sabji	1 Plate
	d) Fried rice 150 Gram with Pickle and	1 Plate
	curd	
22	Cornflakes	50 gram

# **Brand Table of Raw Material should be used in Mess**

S.No.	Particulars	Make/Brand
1	Milk toned	Mother Dairy, Amul,
2	Bread (100% Atta Bread)	Britannia, Harvest gold, Mother dairy
3	Jam	Kissan
4	Sauces(Tomato, Chilly, Soya)	Maggi, Kissan, Heinz , Cremica, Tops
5	Cornflakes	Kellogg's, Bagrry's
6	Tea	Tata, Bagh Bakri, Lipton
7	Butter	Amul, Mother dairy, Britannia
8	Vermicelli	MTR, Bambino, Tops
9	Spices	MDH, Catch, Everest
10	Coffee	Nescafe, Bru
11	Pasta and Macroni	Dsino, Dalmonte
12	Flour and Maida	Aashirvaad ,Fortune, Shakti Bhog ,Nature
		Fresh,Rajdhani
13	Pulses/Chana/Rajma/Chole	Mangat ram Mill,Rajdhani, Tata
14	Rice(Basmati)	India gate, KRBL, ,JRPL(Basmati)
15	Vinegar (White)	Tops. Heinz, Cremica

16	Besan	Rajdhani, Shakti Bhog, Fortune
17	Pickles	Nilon's, Mother's Receipe
18	Oil(Sunflower)/ Mustard	Fortune, Dhara, Patanjali
19	Salt	TATA,
20	Papad	Lijjat, Haldiram,

### 8. Financial Bid

### **Annexure-D**

Tender Inviting Authority :- Provost Rajiv Gandhi Hostel for Girls

Name of Work:- Running of Mess

Contract No. :- RGHG/2024-2025/ Mess

Name of the Bidder/Bidding firm

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be reject for this tender. Bidder are allowed to enter the bidder name and value only)

Number#	Text#	Number#	Text#	Number#	Number#	Text#	
Sl. No.	Item Description (Meals	Quantity	Units( for	Basic Rate (for	Amount (one	Total Amount (for	
	for One resident for 1	(per	ONE Month	One Month	Month for per	per Month per	
	Month)	Residents)	for	for per resident)	resident) WITH	resident) (in	
			per	in figures to be	TAXS (in	Words)	
			residents )	entered by the	Rupees)		
				bidder (In			
				Rupees)			
1	2	4	5	13	54	55	
1	As per Mess Menu (Annexure-						
	C) of the tender Document						
1.01	Break-Fast	1.000	One	0.000	0.000	INR zero Only	
			Month				
1.02	Lunch or Pack lunch	1.000	One	0.000	0.000	INR Zero Only	
			Month				
1.03	Snacks	1.000	One Month	0.000	0.000	INR zero Only	
1.04	Dinner	1.000	One	0.000	0.000	INR zero Only	
			Month				
1.05	Special Dinner (Once in a	1.000	One	0.000	0.000	INR zero Only	
	month)		Month				
Total in Figures					0.000	INR zero Only	
Quoted Rate in words				INR Zero	Only		

\* Column No. 5 (Units for One Month for Per residents): Bidder will be quoted for One Month for per resident.

\*Column No. 13 (Basic Rate): Bidder will be quoted the basic rate for One Month for per resident.

\*Column No. 54 (Amount per Month per resident with taxes): Bidder will be quoted the rates WITH TAXES for One Month for per resident.

- 8.1 The L1 will be calculated on the basis of total quoted rates of (items no. 1 to 6) as mention above.
- 8.2 In case more than one agency has L1 cost as per rate quoted in BOQ File as per Annexure-D on the total calculated amount, then L1 will be decided in chronological order as below:
- 8.2.1 The bidder has the most extended experience to provide Mess Services in the Central Govt./State Govt./Central Universities or State Govt. Universities/Institutions of National Importance/Central Govt. Autonomous bodies with a minimum of 500 students strength per work order in the financial year 2021-22, 2022-23 and 2023-24. will be L1. The most extended experience will be decided on the sum of the total number of months of experience in Central Govt./State Govt./Central Universities, or State Govt. Universities/Institutions of National Importance/Central Govt. The agency claimed autonomous bodies in the financial year 2021-22, 2022-23 and 2023-24. The calculation will be made by adding the number of months per work order falls in the financial year 2021-22, 2022-23 and 2023-24 for the residents of a minimum of 350 students' personnel only for Mess Services in Central Govt. /State Govt./Central Universities or State Govt. Universities/Institutions of National Importance/Central Govt. Autonomous Bodies. In case of more than 1 bidder has equal most extended experiences that, L1 will be decided as per Clause 8.2.2.
- 8.2.2. The bidder having the average highest turnover in Mess Services during the financial year 2019-2020, 2020-21, 2021-22, 2022-23 and 2023-24 will be L1. In case more than one bidders have an equal average highest turnover, L1 will be decided as per point 8.2.3.
- 8.2.3. Finally, the decision of the Evaluation Committee shall be final.
- 8.2.4.In case the L-1 quote are found unrealistic/unreasonably below the market or prevailing prices then the committee will have the right not to award the contract to L- 1 bidder and to set accordingly to award the L-2/L-3.

### 9. UNDERTAKING

(To be executed on Rs. 100/- Non-judicial Stamp Paper)

- 7.1. I/we the undersigned, certify that I/ We have gone through the terms and conditions mentioned in the tender documents and undertake to comply with all of them.
- 7.2. That no Civil/ Criminal/ Income Tax/ Service Tax/ is pending against me/us/ firm.
- 7.3. I have neither been blacklisted nor have been issued any warning letter from my previous contracts in the past 03 years.
- 7.4. The rates quoted by me/ us are valid and binding on me/ us for acceptance for the entire contract period.
- 7.5. I/we shall be responsible for paying the License fee of Rs. \_\_\_\_\_ (+ GST as applicable) per month for said premises before the 7<sup>th</sup> day of the month.
- 7.6. I/we shall be responsible for paying Electricity bill according to actual consumption as per electricity rates of University of Delhi for said premises before the 7<sup>th</sup> day of the month
- 7.7. I/we undersigned at this moment bind myself/ourselves to the Provost, Rajiv Gandhi Hostel for Girls, University of Delhi, Delhi-110009, to provide mess services in Rajiv Gandhi Hostel for Girls during the period of contract.
- 7.8. The security money deposited by me shall remain in the custody of the Provost, Rajiv Gandhi Hostel for Girls, University of Delhi, Delhi-110009, till six months after the expiry of the contract.
- 7.9. I/we shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, Gratuity, etc., (NCT of Delhi) as applicable from time to time. ECR will submit along with every month bill for the workers employed for running the mess.
- 7.10. If any serious lapse occurs on my part or my staff while discharging the services, the hostel authorities may cancel my/our contract and award the work to another agency. The cost difference may be recovered from me/us, and may also forfeit the security/PBG.
- 7.11. The food /eatable items will be genuine, fresh, hygienic and of good quality (as per Brand Table).
- 7.12. In case of any breach/violation of the terms and conditions, the hostel Competent Authority shall be at liberty to terminate my contract and forfeit the Security Money/PBG deposited by me/us.
- 7.13. I/we will be wholly responsible for providing hostel Mess Services at Rajiv Gandhi Hostel for Girls, University of Delhi, Delhi-110009 and will ensure the deployment of adequate staff to provide quick clean and efficient service and also be responsible to pay all taxes as applicable to concerned authorities. I shall also be accountable for behavior/acts of employees engaged by me in running of Hostel Mess of the University.

- 7.14. I/we shall be responsible for health and injury caused to the worker while working in hostel mess.
- 7.15. I/we shall be responsible for any loss or damage to the hostel property by my employees or any other staff engaged by me/us.
- 7.16. The Provost, Rajiv Gandhi Hostel for Girls has the right to accept or reject any or all the tender without assigning any reason. The decision of the Provost and Warden will be binding upon me.
- 7.17. I/we shall vacate the mess premises on completion of the contract period. In case of unauthorized retention of the mess premises beyond the contract period, a penalty of 50% over the above pre-existing rate will be levied on me/us during the period of unauthorized retention.
- 7.18. I/we shall also be responsible for paying all taxes applicable to the government, such as Income Tax, GST, Service Tax, etc.
- 7.19. I/we shall be responsible for any theft/ loss/ damage to hostel property/fixtures, and I will rectify/ replace the same.
- 7.20. I / We abide by all the local Laws applicable to the Mess business.
- 7.21. I We Indemnify Rajiv Gandhi Hostel for Girls against any loss or damage which the hostel may suffer as a consequence of non-compliance with these Laws by the contractor.

Signature of the Tenderer

Name of the firm/Tenderer Seal of Firm

### Annexure - F

# 10. EQUIPMENT'S LIST

S.no	Equipment's	Quantity
1	S S Table	1
2	S S Loading Table	2
3	Dish Landing Table With Garbage Bin	2
4	Sink Dish Washing Unit	1
5	Clean Dish Landing Table	1
6	Dish Washer	1
7	Clean Dish Rack	2
8	Pot Wash Loading Table With S S Garbage	1
9	Pot Wash Sink	1
10	Pot Wash Rack	2
11	S S Work Table With Under Shelf	4
12	Chopping Table	4
13	S S Work Table With Drainer	2
14	Table Mounted Meat Mincer	1
15	Sink Unit For Veg Wash And S S Table	4
16	Four Door Fridge	3
17	S S Service And Work Table	10
18	Pulses And Vegetable Storage Rack	10
19	Heavy Duty Storage Rack	3
20	Platform Type Weighing Scale	2
21	Potato / Onion Bins	1
22	Aata Machine	1
23	Rice Machine	1
24	Wall Shelf	6
25	Dough Kneader Mixer	1
26	Masala Grinder	1
27	Potato Peeler	1

28	Chppati Machine	1
29	Gas Operated Tandoor	1
30	Chappati Rolling Table	2
31	Chappati Plate Cum Puffer	1
32	Chappati Collection Table	3
33	S S Spreader Table	4
34	Stock Pot Range	2
35	Service Counter With Bain Marie	4
36	Tilting Brasing Pan	1
37	Bulk Cooker (Gas Operated)	2
38	Two Burner Range	1
39	Trolly For Cutlary And Plate	2
40	Bussing Trolleys	2
41	Exhaust Hood	5
42	Waset Trolley With Bin	2
43	Fly Insect Killer Machine	2
44	Exhaust Fan (Installed)	16
45	Fan (Installed)	12
46	Light (Installed)	45
47	Chimney (Installed)	1
48	Air Cooler (Installed)	1

# **Annexure-G**

# 11. Penalty Clause

S.No.	Penalty Clauses	Penalty per episode
1.	Breach of contract	Rs.50,000/-
2.	Violence/Behavior (No Tobacco/Smoking/Alcohol)	Rs.5000/-
3.	Damage of hostel Property	Rs.10000/-
4.	Damage to hostel equipment	Rs.5000/-
5.	Complaint Related Food taste/Quality.	Rs.1000/-
7.	Cleaning	Rs.500/-

## 12. AGREEMENT

TO BE JOINTLY SIGNED BY THE PROVOST AND WARDEN OF RAJIV GANDHI HOSTEL FOR GIRLS, UNIVERSITY OF DELHI AND THE CONTRACTOR FOR RUNNING MESS AT RAJIV GANDHI HOSTEL FOR GIRLS, UNIVERSITY OF DELHI

### FORM OF AGREEMENT

This	Agreement	is	made on the	day	(1	Month)
				(Year) Between	THE	Provost and Warden,
Rajiv	Gandhi Ho	ostel	For Girls, Un	iversity Of Delhi _		
(Nam	e and addre	ss of	the Provost an	d Warden) hereinafte	er calle	ed the Licensor, which
expre	ssion shall, ı	unles	ss excluded by o	or repugnant to the co	ontext,	be deemed to include
its su	ccessor in of	ffice	and assigns thr	ough Rajiv Gandhi H	Iostel f	or Girls, University of
Delhi	and Legal A	Auth	ority of Agency	/		
Firm	_(Name and	d ad	dress of the c	contractor) through Sl	nri	
				· · · · · · · · · · · · · · · · · · ·		tor") (which expression
shall,	unless excl	uded	by or repugnar	nt to the context, be de	eemed 1	to include its/their heirs,
succe	ssors, execu	tors,	administrator,	representative and as	signs)	of the other part. Under
which	n the contrac	ctor s	shall provide un	iformed and trained	person	nel and will use its best
endea	vors to prov	ide l	Mess Services to	Rajiv Gandhi Hoste	l for Gi	rls, University of Delhi,
Delhi	. Whereas th	ne Li	censor is willin	g to grant the contrac	tor a li	cense for use the Hostel
Prem	ises at RGH	G, fo	or a period of 2	years and terms &co	ndition	s of allotment specified
herein	nafter.					

### Now This Agreement Witnessed as follows: -

- 2. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions herein after referred to.
- 3. The following documents shall be deemed to form and be read and constructed as part of this

Agreement, viz: -

- (a) Letter of acceptance of award of contract;
- (b) Terms and Conditions;
- (c) Notice Inviting Tender;
- (d)Bill of Quantities;
- (e)Scope of work;
- (f) Addendums, if any;
- (g) Any other documents forming part of the contract.
- 4. The contractor shall provide, inter-alia, the following services in the Hostel Mess on an ongoing basis: -
- 5. To provide Mess Services at Rajiv Gandhi Hostel for Girls for the benefit of Hostel residents, faculty members and administrative staff of the University.

- 6. The cleanliness and deodorant of the working and dining area including its surroundings will be the responsibility of the contractor. The contractor will also ensure that the manpower engaged will maintain requisite standards of personal hygiene. All the mess staff including the stewards/ bearers will wear distinct uniform. All the staff employed by the contractor will be required to provide medical fitness certificate from time to time.
- 7. The contractor shall ensure to arrange the cooking fuel, utensils (both cooking & serving), and other materials required for serving. The contractor shall also arrange for standard/ better quality cutlery.
- 8. The contractor shall maintain the kitchen with cooking stoves, refrigerators, insect repellants and other gadgets required for smooth provision of services in the mess.
- 9. The contractor shall provide cooking raw materials as per the standard/FSSAI trademarks.
- 10.It will be the responsibility of the contractor for removal and proper disposal of waste material, garbage etc. from the mess area and surroundings within the area of 50 mtr.
- 11. The contractor will use only the commercial LPG cylinder for cooking materials/ food.
- 12. The contractor shall keep adequate store of cooking materials/ food ingredients of acceptable standard at least for one fortnight and he shall procure seasonal vegetables & fruits on daily basis.
- 13. The contractor would also be required to make arrangements for organizing special dinner for occasions such as seminars/ symposium/ conferences/ related activities organized by hostel or decided by hostel authority whenever required.
- 14. No Tabacco and alcoholic product will be used by mess workers in the hostel premises.
- 15. The contractor shall abide with the all the terms and conditions of the Tender Documents.
- 16. The Licensor have right to surprise visit of the Mess premises at any time deemed fit, the contractor shall have to maintain good hygienic conditions, if found unhygienic conditions, the Hostel authorities will have the right to terminate the contract at any time.
- 17. The electricity consumption charges as per actual consumption would be payable by the Mess contractor.
- 18. The water for cooking will arranged by the contractor whenever hostel has face shortage of water.
- 19. The contractor shall have no right to sub-let, assign or authorize any other person to run the mess.
- 20. The contractor or any of his employees will not reside in the campus at night.
- 21. The contractor shall ensure payment of Minimum wages & compliance of relevant Labour Laws including to provision of adequate rest & working hour's norms etc. to all his employees.
- 22. The conduct/ characters/ antecedents and proper bona-fides 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 Licensor or its Authorized Office. All employees' identities and background must be duly verified from the Police.
- 23. That the contractor shall keep and maintain the space and around in a clean, proper and decent condition and shall not suffer the premises to be in a bad state of affairs during the currency of the period of license and shall not in any manner damage the space or other structure nor cause any kind of obstruction to the user of area around.
- 24. That the contractor shall not display or exhibits pictures, posters, status, or other articles which are repugnant to the morale or are of indecent, immoral or of improper character. It is expressly agreed that the decision of the licensor in this behalf shall be conclusive and binding on the contractor and shall not be subject matter of dispute.
- 25. That the contractor shall not display or exhibit any advertisements or place or put up any hoarding on any part of the interior or exterior other than these permitted expressly in writing by the Licensor.
- 26. That the contractor shall have no right, title or interest in the site/space licensed to him nor shall he be deemed to have exclusive possession thereof, except the permission to use the said site.
- 27. That the contractor shall pay the cost of light, water and power consumed by him at the space as per the demand of the Authorities concerned.
- 28. That the contractor shall also pay all contractor or other fee or taxes payable to the Government or Municipal or local bodies concerned in connection with Mess at Rajiv Gandhi Hostel for Girls, University of Delhi.
- 29. That if the contractor desired to close down the business within the period of license, he will have to serve a notice of two months in advance from the date he proposes to close down the business. In such an event, the contractor will have to pay to the licensor, an amount which is equivalent to the product obtained by multiplying the no. of unexpired months of license period by the difference between the license fee and the highest license fee offered to it in the subsequent e-tender, as damages.
- 30. That notwithstanding the other lights, the licensor may in its sole desertion and on such terms as may be considered reasonable by it grant relief to the contractor against forfeiture of security deposit, imposition of interest or determination or revocation of the license.
- 31. That the contractor shall abide by all Rules, Regulations, orders and instructions that the licensor may from time to time make or adopt or issue for the care, protection and administration of the University building and the General welfare and comfort of students, employees and other connected persons of the Licensor.
- 32. That the Licensor shall not be responsible for the safety of mess or any other material or articles belonging to the contractor and also shall not be liable for any change or injury to the property of the contractor lying at any time in, on upon or around the said from cause whatsoever.
- 33. That the overall contract of the Mess and supervision of the Site shall remain vested with the licensor who's Officers or authorized representative shall have access to at all reasonable hours to the said center or any part thereof.

- 34. That the Licensor has the right to revoke the license in the event of breach of any of the terms & condition of this License specified herein. The Licensor will have the right to cancel the license in respect of a particular site without prejudice in case of any breach terms and conditions of contract or requirement of the site for any purpose by University of Delhi during the period of contract. In such cases, contract of particular site shall be cancelled after serving a notice of 90 days. In such cases, no compensation shall be paid to the contractor.
- 35.On the expiry of the terms of the Agreement, the Equipment and other items, fixtures, etc. installed by the contractor shall always remain without exception, the contractor's property, and upon its expiry or early termination, or otherwise the contractor shall be liable to remove the same from the Demised Premises within 30 days without default and clearing all dues accrued/outstanding towards him.
- 36.Both parties agree that if the contractor fails to remove all/ any of the Equipment/ any other item/s/ fixtures or like installed by the contractor in the licensed area within the specified period, i.e. within 30 days from the date of expiry of the Agreement or upon the termination of the Agreement, as the case may be, the contractor shall be held liable to contravene the instant Agreement and hence shall be liable as under:
- (i) For the first month of breach, the contractor shall be liable to pay a fixed amount of 25% of monthly license fee and thereafter shall be further liable to pay an additional fine of 1% of the monthly license fee for each day of breach by the contractor after expiry of the 30 days period in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the contractor.;
- (ii) For the second month of breach, the contractor shall be liable to pay a fixed amount which may extend to a sum of 25% of monthly license fee and thereafter shall be further liable to pay an additional fine of 2% of the monthly license fee for each day of breach by the contractor after expiry of the 30 days period of the second month in addition to all/ every and each of the other liabilities incurred by the Licensor for the failure of the contractor.;
- (iii) After expiry of second month of breach, all/ any of the Equipment/ any other item/s/ fixtures or like installed by the contractor in the licensed area shall belong to the Licensor and the contractor shall have no right, title, lien and/ or interest therein. The Licensor shall be free to manage all/ any of the Equipment's/ any other item/s/ fixtures or like installed by the contractor in the licensed area as per its own free will and desire and it shall be free to sell all/ any of the Equipment's/ any other item/s/ fixtures or like installed by the contractor in the licensed area by way of a Public Auction and forfeit/ appropriate the funds of the proceeds of such sale.
- 37. That the licensor shall have the right to terminate the license after giving one-month notice without assigning any reason thereof.
- 38. That in case, the space is distorted or damaged by any natural calamity or riot or civil disturbances or was so as to made it unfit for use by the contractor, the license shall stand determined automatically.
- 39. Any dispute or difference whatsoever arising between the parties, except where otherwise provided in the Agreement, all the questions and disputes relating to meaning, terms and conditions herein before mutually agreed to by the parties and the failure on part of any of the party to perform the same, whether arising during the existence of this agreement or after termination/ cancellation shall be referred to the sole arbitration of

the person mutually appointed by the parties and subject to the said Arbitrator fulfilling the stipulations laid down in Section 12 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the "Act") applicable as per amendment made to the Act from time to time. The arbitration shall be subject to/governed by Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration and proceedings shall take place at Delhi. The language of such proceedings will be English.

- 40. Any dispute arising out of this contract shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
- 41.In the event of violation of any contractual or statutory obligations by the contractor, he shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Licensor/ University of Delhi by any individual, agency or Government Authority due to acts of the contractor, the contractor shall be liable to make good/ compensate such claims or damages to the Licensor/ University of Delhi. As a result of the acts of the contractor, if the Licensor/ University of Delhi is required to pay any damages to any individual, agency or Government Authority, the contractor would be required to reimburse such amount to Licensor or Licensor reserves the right to recover such amount from the payment(s) due to the contractor while settling his bills or from the amount of Security Deposit of the contractor lying with the Licensor. The contractor hereby undertakes to keep indemnified the Licensor/ University of Delhi its Officer or any Authorized Officer, all time form any Court matters or other legal issues arising out of this agreement and in sheer default/ negligence of the contractor.
- 42. That nothing herein contain shall be construed as conferring upon the contractor any right, title or interest in respect of over, in or upon the premises and the property of the licensor.
- 43. That the dealing of the contractor / his employees with the public shall be polite and courteous and he shall not indulge in or suffer any anti-social activates. The contractor shall also not indulge in any activity which may cause harm to the interest of University of Delhi or its employees.
- 44. That the contractor shall allow the representatives and the authorized staff of the licensor to enter upon the premises/site in order to inspect and execute any structural repairs additions or alterations at the site or do renovations which may be found necessary from time to time by the lessor and for the purpose connected herewith and for compliance of terms & conditions of any works relating to repair/additions/ alterations or other damages that may be caused during the course of installation of any fittings, fixtures etc. or owning to the inspection of the premises.
- 45. That the contractor shall be responsible for all damages or loss of the property due to reasons for which he or his servant are directly responsible and shall be liable to made good any loss or damage that may be sustained by the licensor except those due to normal wear and tear or such as be caused by storm, earthquake or any other natural calamities beyond his control. The decision of the licensor regarding the extent and quantum of compensation if any to be paid to it shall be binding upon the contractor.
- 46. That the space allotted shall not be used for any other purpose for a purpose than for which it is allowed. The contractor shall not be permitted to utilize the premises to carry

on any other trade along with the authorized business of license during the period of his license.

- 47. The contractor will have to submit the license/permission from the Food Department of the NDMC for working mess services in this area. Further, the contractor will also be responsible to obtain necessary approvals required for running a cafeteria from other statutory bodies and produce the same on demand of University.
- 48. The contractor shall ensure proper hygiene in and around the premises.
- 49. The contractor shall pay a performance security deposit of Rs. 10,00,000/- (Rupees Ten lakh only) which shall remain deposited with the Licensor for the whole period of the Term of this license.
- 50. The security deposit is liable to be forfeited if the successful tenderers unilaterally withdraws amends, impairs or derogates from terms and conditions in any respect during its currency.
- 51. That the contractor shall also not keep any animal or convenience in on or outside the premises.
- 52. That the contractor shall also comply with the instructions given in the T&C attached with etender form.
- 53. That in case any amount becomes due against the contractor in respect of any matter covered under the license, the same on the failure of the contractor to pay within the time prescribed, be recovered as arrears of land revenue.
- 54. That all or any of the powers vested with the licensor in respect of grant determinations, revocations, cancellations or restoration of this license or recover of any dues in respect hereof or connected therewith shall be exercised by Registrar, University of Delhi and the contractor shall have no objection whatsoever in this respect.
- 55. The contractor shall not sublet the license of space to other than authorized.
- 56. The Rajiv Gandhi Hostel for Girls will not be a party to any dispute between the contractor and third party or the employees/ worker/ labour hired by him.
- IN WITNESS OF WHICH the parties to the agreement have signed this deed on the date first mentioned above. The contractor has retained a true copy thereof signed by both parties.

For and on behalf of the contractor	For and on behalf of the Hostel
Signature of the Authorized Official	Signature of the Provost

Signature of the Warden

Name of the Official Stamp/Seal of the contractor
By the said
Name
On behalf of the contractor in the Employer in the
Presence of:
Witness
Name
Address
Telephone No.

### **INSTRUCTIONS**

- 1. All columns shall be filled legibly.
- 2. Clear and precise information shall be given against each column in the space provided.
- 3. Suppose any column is left blank or not replied adequately to, or the application needs to be accompanied by the requisite value's pay order/demand draft. In that case, the application is liable to be rejected.
- 4. The License granted is liable to be cancelled forthwith if it is found that the applicant had given wrong or false information in the application for the authorization issue.