

TERMS AND CONDITIONS of College Canteen (The Aroma) Panchayat College, Bargarh

1. (A) License Fee: Accommodation will be provided for the canteen at fixed license fee of Rs.2000/- per month.
(B) Electricity Charges: The agency may use power consumption on payment basis of actual consumption of electricity.
(C) LPG Charges: The agency may use only LPG as cooking fuel at his own cost.

The above rates can be revised as and when the same are revised by the college.

2. Furniture for use within the canteen premises will be provided by the college except almirahs/racks required for storage purposes etc.
3. The contractor will have to make arrangement for cleanliness of canteen and its surroundings, to the satisfaction of the college. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.
4. The contractor shall arrange for items i.e. crockery, utensils, boilers, juice machine, cooking gas etc. and items of similar nature of good quality as approved by the college, at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen.
5. The contractor will have to provide adequate number of employees in proper uniforms for service in the canteen and also for the service in various rooms.
6. The timings of the canteen will be as prescribed by the college from time to time. Skeleton services will also have to be provided beyond office hours.
7. Service: The contractor will be required to provide canteen service in the canteen premises and also in various rooms of the college as and when required.
8. Quality check: The Principal of the college or any authorized officers shall be at liberty to carry out surprise check on the quality of foods being served by the contractor in order to ensure that quality/hygienic foods are being provided.
9. The contractor shall employ only such persons as are declared medically fit as certified by the Govt. hospital in Bargarh.
10. Only cooking gas (LPG) is to be used in the canteen for preparing hot drinks & cooking which is to be arranged by the contractor.
11. The contractor will be required to maintain proper hygienic and sanitation standards to the satisfaction of college authorities.
12. The contractor will be required to keep good quality of crockery for serving food, fruits, tea, juice etc. to the satisfaction of the college authorities.
13. The contractor will be fully responsible for the repair, maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the college for the purpose of preparing lunch, tea and coffee. Furniture provided to the contractor will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the Contractor, at his own cost.

14. Only Good quality materials will be used. The college reserves the right to inspect the materials at any time.
15. The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the college.
16. The rate list and menu as approved by the college shall be displayed at conspicuously daily.
17. The size and weight including quality of the various items should be approved by the college. No new items would be introduced without prior approval of the college. Rates will not be revised without the prior approval of the college.
18. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages as per Govt. of Odisha.
19. The college will neither treat the contractor nor his employees, as the regular/contractual employees of the college. The relationship of contractor and his employees shall always be considered to be between the contractor and his persons only. While engaging his employees by the contractor, the contractor will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to the college also.
 - (i) *The relationship between the College and the Contractor is not of Master & Servant but that of two contracting parties. The workmen, employed by the contractor to carry on his business of running the Canteen, shall be the employees of the Contractor. The Contractor shall make it clear categorically in the appointment letters to the workmen that they are the employees of the Contractor and their acceptance and attested true copies of the same shall be submitted to the college.*
 - (ii) *The Contractor shall keep the college harmless and indemnified against any demand on account of Provident Fund, Bonus, Employees Insurance, Workmen Compensation, Employees Insurance, or any other demand under the rules/regulations for the time or the time being in force.*
20. The contractor shall obtain licence under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licences at his own cost from the Appropriate Authorities and comply with the terms and conditions of the licence (s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed hereunder. All such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours.
21. Under no circumstances any of the contractor's employees will stay in the College premises beyond canteen hours after closing the canteen. He will ensure that the canteen rooms are properly locked and secured during closed hours of the College. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the College from time to time which will be binding on him and his employees. The College reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.
22. The contractor shall not entertain any orders or supply eatables outside college.
23. The contract will be for one year to start with from the date of signing the agreement and the agreement may be extended by the College on such terms and conditions as may mutually be agreed upon between the parties, for a maximum period of 2 (two) more years. The College reserves the right to *terminate the contract at any time after giving one month's notice without assigning any reason.* The decision of the College in this

- regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months duration during the agreement period.
24. The contractor will, at all times, ensure discipline and decent and courteous behavior by his employees while they remain in premises of the College. In case any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities.
 25. The College reserves the right to change any term and condition as and when warranted.
 26. In case of any dispute arising out of the interpretation of the terms and conditions of the contract *or anything concerning this contract or arising out of the contract*, the decision of the principal, Panchayat College will be final and binding.
 27. The contractor will be required to execute an agreement in the prescribed form in this behalf in case the contract is awarded.
 28. The contractor will have to deposit Rs.10, 000/- as security deposit in the form of D.D. drawn in favour of the principal, Panchayat College, Bargarh. No interest will be paid on this amount. The same will be refunded when the contract is over and canteen premises are handed over to the College *and the contractor has cleared all charges outstanding to the college and another authority on the consumption of water, electricity and on any other account*.
 29. The bidder shall submit the completed tender forms to the principal office, Panchayat College by **5.00 P.M** in sealed cover on or before **16.08.2019**. The Technical bid will be opened on at **03.00 P.M** on **17.08.2019 in the Principal's Chamber**, Panchayat College, Bargarh.
 30. Sealing and Marking of Bids
 - (a) The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope.
 - (b) The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
 - (c) If the outer envelope is not sealed and marked, the Council will assume no responsibility for the Bid's misplacement or premature opening.
 31. The contractor will not further sub-contract the contract to any other party. In case the contractor is found having sub-contracted this contract, the contract will be terminated without any notice and security deposit will be forfeited.
 32. Every tender should be accompanied by a Demand Draft for Rs.5000/- as earnest money deposit (EMD) drawn in favour of the principal, Panchayat College, Bargarh. This amount will be refunded after the contract is finalised. No interest will be payable on this amount.

Signature of the Bidder (with seal)

Sl. No.	Item	Quantity with weight	Rate to be quoted by the Bidder
1	Hot/cold Coffee	70 ml	
2	Milk Tea	70 ml	
3	Red Tea/Green Tea	70 ml	
4	Vegetable Sandwich (1 pc)	80 gm	
5	Veg Manchurian (1 plate)	150 gm (with chutney)	
6	Samosa	40 gm	
7	Potato Chop	40 gm	
8	Biri Bada	35 gm	
9	Idli Sambhar (4 pcs)	150 gm	
10	Masala Dosa (1 plate)	150 gm	
11	Plane Dosa (1 plate)	150 gm	
12	Upama (1 plate)	125 gm (with curry)	
13	Besan Pakodi	100 gm	
14	Puri(4 pcs)	100 gm (with curry)	
15	Chapattis (4 pcs)	100 gm (with curry)	
16	Boiled Rice (1 plate)	125 gm	
17	Dal Plate (1 plate)	75 gm	
18	Veg curry (1 plate)	100 gm	
19	Full Lunch (Thali system)	Rice, dal, veg curry, Veg Fry, salad, papad & curd)	
20	Fish Curry (2 pc)	1 plate	
21	Chicken Curry	1 plate	
22	Mutton Curry	1 plate	
23	Egg Curry (2 pc)	1 plate	
24	Chaul bada (1 plate)	100 gm (with chutney)	
25	Bundi ladu (1 pc)	40 gm	
26	Gulab Jamun (1 pc)	35 gm	
27	Zeelapi (1 pc)	40 gm	
28	Chhenapoda	100 gm	

The Bidder offering the lowest rate for the maximum number of listed items shall be awarded the Canteen contract with the condition that agrees with all terms and conditions of canteen which is framed by the College Canteen Committee.

Signature of the Bidder

Date: