

TERMS AND CONDITIONS

1. The department reserves the right to cancel the contract agreement in the event of non-commencement or unsatisfactory performance of the contract in such eventuality the department further reserves the right to get the work done through some other agencies. Contractor will be black listed in the department for a period of 4 years from participating in such type of tender and his earnest money deposit may also be forfeited if so warranted.
2. The contractor should not make any person who is in government service or as employee of the department a partner to the contract directly or indirectly in any manner whatsoever.
3. The contractor shall indemnify the department against all other damages/charges and expenses for which the government may be held liable or pay on account of the negligence of the contractor or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
4. The contract is awarded for a period of one year from the date of acceptance subject to satisfactory services which will be evaluated quarterly.
5. The department reserves the right to terminate the contract without assigning any reasons by giving the contractor one calendar month notice of its intention to do so and on the expiry of the said period of notice, the contract shall come to an end without prejudice for any right or remedy that may be accused to other party by reason of any incident which of any terms thereof such notice may be signed on behalf of president of India by any of the officers.
6. If any information furnished by the contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the department.
7. The contractor shall seek instructions from Head of the Department of the managing committee for the purpose.
8. The contractor shall supply and maintain at his own cost of all the equipments, crockery, kitchen utensils, etc. which are necessary for carrying out this cafeteria and shall always keep the said premises scrupulously clean and in an sanitary condition to the satisfaction of the department and should not allow any thing to be done therein which may endanger the said premises or adjacent building to be damage by fire. The appointed Managing Committee or the person authroised by the department would have right to conduct inspection at any time without giving prior intimation to the contractor

9. The contractor shall abide by the Municipal bye-laws relating to the sale of food, drinks and the like items and shall obtain necessary license issued by the government.
10. The rates of the items to be sold in the cafeteria should as per the rate list attached with the agreement. In case the rates have to be increased, the same will be done only after the approval of the canteen committee.
11. The prices to be charged as mentioned above shall be displayed on the notice board prominently in the cafeteria premises. Any article not included in the rate list shall not be sold in the cafeteria unless and until the sale thereof and the price to be charged for has been approved by the department.
12. The contractor shall use 'Agmark' brand atta, besan and good quality vegetables, branded groundnut/sunflower oil in the preparation of foodstuff.
13. The articles sold in the cafeteria premises shall be fresh and of good quality. The managing committee or the authorised person deputy by the department shall have the right to inspect the services of the contractor at any time without prior intimation to the contractor and shall have the right to stop or destroy any article exposed for sale in the said premises which is not considered or requisite standard or found unfit for human consumption. The contractor shall on demand supply to Health Officer, Municipal Corporation of Delhi, a sample of any eatable exposed for sale, free of cost for inspection and analysis. If in examination, it is proved that any article exposed for selling or service rendered by the contractor is defective then the department will be free to impose penalty for which the decision of the department shall be final.
14. The contractor shall bring or cook only vegetarian food products (only egg in case of non-vegetarian food) but subject to the managing committee's decision from time to time.
15. The contractor shall keep a complaint book at a conspicuous place in the cafeteria premises for recording complaint therein which shall be open to inspection by the managing committee, or the person duly authorised by the department.
16. The contractor shall provide necessary servants for the proper carrying out of the agreement at his own expense and such servants shall be men of experience and at all times be free from any communicable disease. Dealing of the contractor and his servants with customers shall be very polite.
17. The contractor shall not exhibit in the cafeteria premises any printed or written notice or advertisement of any kind whatsoever without obtaining the previous approval of the government in writing except that of any notice concerning the cafeteria.

18. The department shall not be responsible for any loss or damage occurring to any goods, store or articles intended for sale that may be kept in the cafeteria premises.
19. The contractor shall not use the cafeteria premises otherwise than for the purpose or running the cafeteria nor shall make or permit any structural additions and alterations to the same without obtaining the previous sanction of the department in writing.
20. The contractor shall allow the representative of Public Works Departments or the authorised persons of the department to enter the cafeteria premises in order to inspect and execute any structural additions or repairs to the building and electricity, water and sanitary installation or redecoration which may be found necessary from time to time, the time and date whereof shall be fixed by the representative or department with due regard to convenience to the cafeteria.
21. The contractor shall be responsible for the damages or loss to the Govt. property within the cafeteria premises and liable to make good any such loss or damage except that due to use and reasonable wear and tear or such as caused by storm, earthquake or irresistible forces.
22. The contractor shall open the cafeteria on all working days from 9.00 a.m. to 6.00 p.m. and even late hours or even on holidays whenever required with skeleton services at night.
23. The contractor shall on the expiry or earlier termination of the agreement peacefully vacate the cafeteria premises in goods order and condition.
24. The contractor shall not use the cafeteria premises for residential purpose.
25. On his failure to vacate the cafeteria premises, the contractor shall be treated as an unauthorised occupant and shall liable to pay compensation for the period he hold over. In this connection the decision of the department shall be final.
26. The department shall remove the structures of the cafeteria contractor, if any, and all other material within one week of the termination of the agreement at the latest and use such force as may be considered necessary.
27. The department shall not in any way be responsible for accident, loss or damage to the staff employed by the contractor.
28. The contractor shall not be permitted to transfer their right and obligations under the contract to any other organisation or otherwise.
29. Stamps duty payable under the law in respect of execution of agreement etc. shall be borne by the contractor.
30. The department has the absolute right to terminate the contract at any time without assigning any reason thereof, the department will also have the right to

extend the contract at the same terms and conditions until such time, the new agency taken over in case fresh tendering is required to be reported

31. In case the contractor wants to terminate the contract, he shall have to give three months notice in advance to this affect.
32. Any other provisions as advised by the department shall be incorporated in the agreement, the same also be binding on the contractor.
33. In case of cancellation of agreement by the committee/department, the tenderer shall have no right to go to the court against the decision of the committee and the decision of this office will be final.
34. I shall vacate the premises peacefully on the expiry or earlier termination of this agreement in good ore of condition.

(Signature of the tenderer)

NAME:

NAME OF THE FIRM:

ADDRESS (official)

Residential:

Phone No. (O)

(R)

(M)