**ANNEXURE-I**

**ANNEXURE TO THE AGREEMENT OF CONTRACT FOR RUNNING CANTEEN AT THE AMITY UNIVERSITY CHHATTISGARH CAMPUS PREMISES**

**TERMS AND CONDITIONS**

**GENERAL**

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List given in the Tender Document.
3. The bidders are required to submit a separate demand draft for Rs.1500/- (Rupees One Thousand Five Hundred only) towards the cost of the Tender Document. Tender Documents submitted without demand draft towards the cost of Tender Document shall be rejected.
4. The Bidder must write the name & complete postal address of the bidding firm on the reverse side of the Demand Draft(s).
5. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender. Duly filled in tender form should be supported by “Letter of Transmittal” as at Annexure-I of the Tender Document.
6. AUC reserves the right to obtain feedback from the previous/present clients of the Bidder and also depute its team(s) to inspect the site(s) at present contract(s) for on-the- spot firsthand information regarding the quality of food and services provided by the Bidder. Decision of AUC with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the University in this regard will be final and binding on all bidders.
7. Tender shall be submitted in University’s official tender form only. If submitted in any other manner, the same shall be summarily rejected. No bidder shall be issued more than one Tender Form for the canteen.
8. The services to be rendered by the contractor must not be altered by the bidder.
9. No paper shall be detached from the Tender Document.
10. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein, otherwise the Tender is liable to be rejected.
11. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which he/she is signing.
12. The University reserves the right to reject any or all the tenders without assigning any reason.
13. The University reserves the right to change any condition of the tender before opening of the Bids.
14. The successful bidder will have to enter into an agreement with the University (as per the draft Agreement of Contract attached herewith) before taking charge of the Canteen and commencement of the canteen work.
15. Canvassing / lobbying in any form will make the tender liable for rejection.

**PERIOD OF CONTRACT**

1. Each bid is valid for a period not exceeding one (1) year. However, the contract period is extendable by another one (1) year term or as decided by the AUC authorities, provided periodical appraisals are deemed satisfactory. The successful bidder will have the contract renewed on fulfilling all the conditions as mentioned in this document. The contract period is subject to renewal by the University on satisfactory performance based on consumer feedback and other terms of agreement. However, the University reserves the right to cancel the contract in case serious breach of Terms & Conditions is noticed.

**EARNEST MONEY DEPOSIT**

1. All the bidders are required to deposit an amount of Rs.50,000/- (Rupees Fifty Thousand only) towards Earnest Money Deposit (EMD), along with their bids, failing which the bid will stand cancelled automatically. The EMD shall be deposited through a DD drawn in favor of “Amity University, Chhattisgarh” payable at Raipur.
2. This EMD shall be refunded to all the bidders except for the successful bidder, within a period of fifteen days’ time from the date of opening of bid. No interest on the EMD for the duration stated, shall be paid. The EMD of the successful bidder will be adjusted with the Security Deposit.
3. The EMD of the successful bidder shall be forfeited if he does not fulfill any of the following conditions:
4. An agreement is not signed in the prescribed form within Five (5) days of the receipt of the Letter of Award of the Contract
5. The Contractor does not deposit the Security Deposit within the prescribed period.

**SECURITY DEPOSIT**

1. An amount of Rs.200,000/- (Rupees Two lakh only) shall be collected from the successful bidder towards Security Deposit. The successful bidder shall be required to deposit an amount of Rs.150,000/- (Rupees One lakh fifty thousand only) through Demand Draft drawn in favor of Amity University Chhattisgarh, payable at Raipur*.*The amount of EMD submitted earlier by the bidder will be included in the security deposit on account of Performance Security***.***
2. This Security Deposit will be retained by the University for the entire period of the contract. No interest will be paid on this amount at any given time. The same will be refunded after due deductions on account of damages or lost items or any other such expense deemed fit to be recovered from the contractor.
3. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms &conditions of the Tender / Letter of Award for the Contract. The Security Deposit will be forfeited without prejudice to the AUC Management’s right to proceed against the contractor.

**AREA/SPACE UNDER CONTRACT**

1. The area which will be provided for the use of mess to the contractor under the said agreement, will be limited to an extent of approx. 2750 sft. spread across Hostel Blocks ‘A’ and ‘B’.

**ELECTRICITY CHARGES AND RENT**

1. The Contractor will be required to pay to the University electricity charges on actual basis, for which sub-meters shall be provided by AUC. The amount in respect of the units consumed by the Contractor shall be paid by him monthly to the University. Additional Electrical Charges will be levied on the contractor for any other space or facility or quarters other than the contracted space, provided in the Campus with due approvals and on availability of such space/facilities/quarters. Electricity should not be used for cooking purposes. The agency would use power consumption only for refrigerator, hot-case, grinding of dal/spices and for such other purposes as allowed by the University. The electricity charges would be levied at a rate as determined by the Electrical Engineer, AUC time to time.
2. Regarding the space being used for the running of the canteen, rent will be charged to the contractor @Rs.20000/- per month plus GST, as applicable, for the first year of contract period. The rent will be revised for the consequent years (on yearly basis) at a rate as decided by the AUC authorities with mutual agreement. The rent for a current month shall be paid through DD drawn in favor of Amity University Chhattisgarh, payable at Raipur or through electronic payment mode (NEFT/RTGS/IMPS) and shall reach the accounts office by 5th Day of the following month failing which AUC reserves the right to impose a fine @2% of the rent per 10 days of delay from the last day of payment.
3. The rent, mentioned herein, is applicable to the space designated as Canteen / Mess including kitchen attached to it located in the Hostel Blocks ‘A’ & ‘B’, only. No other spaces including open grounds, shall be used by the contractor for any purpose, whatsoever. In case of need, the contractor may use such spaces with prior approval from the University authorities. If other spaces other than the designated and allotted spaces, are used or any additional space required and proposed by the contractor, shall be charged separately. The charges / rent for such additional spaces will be decided by AUC.
4. The contractor shall submit PF and ESIC statements of the previous month, along with the rent, with the Accounts Office, AUC.

**STATUTORY OBLIGATIONS OF THE BIDDER (CONTRACTOR)**

1. The Contractor shall be responsible for engaging adequate number of trained/semi- trained manpower required for providing good canteen services in AUC campus.
2. The employees of the contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
3. The Contractor will, prior to the commencement of the operation of contract, make available to AUC the particulars of all the employees who will be deployed at the AUC premises for running the Canteen. Such particulars, inter-alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employee as per the FSSAI laid down norms.
4. The contractor shall be responsible for timely payment of wages to his/her workers as per Minimum wages Act of Government and fulfill all other statutory obligations, such as Provident Fund, ESI, Services Tax and GST etc. in force from time to time.
5. The contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
6. Employment of child labor is strictly prohibited under the law. Therefore, the contractor will not employ any children in the workplace.
7. In the event of violation of any contractual or statutory obligations by the contractor, he/she shall be responsible and liable for the same. Further, in the event of any action claim, damages, suit initiated against the University 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 University. As a result of the acts of the Contractor, if the University is required to pay any damages to any individual, agency or government authority, the contractor would be required to reimburse such amount to the University or the University reserves the right to recover such amount from the payment(s) due to the contractor while settling his/her bills or from the amount of security Deposit of the contractor lying with University.
8. The contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
9. The contractor shall at all times keep indemnified the principal employer, namely Amity University Chhattisgarh head of the University and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage personal accident, injury or death of any person) and or the owner and the contractor shall at his/her own cost and initiative at all times, maintain all liabilities under workman’s compensation Act/fatal Accident Act, personal injuries, Employees State Insurance Act, PF Act, etc in force from time to time.
10. The canteen staff be issued identity cards bearing photographs. The contractor shall provide sufficient sets of uniforms and pair of shoes to his employee and shall ensure that they wear all times and maintain them property. The contractor’s staff, deputed for cooking and serving food, will always be neatly attired, wear head gear, apron and hand gloves.
11. The contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to university moveable or immoveable property due to the conduct of the contractor’s staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory the contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by AUC. The decision of the University designated officer in this regard shall be final and binding on the contractor.
12. The contractor shall not appoint any sub-contractor to carry out his obligations under the contract.
13. The contractor shall keep the canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, internal and external drains etc. AUC management will have 24-hour access to inspect the canteen premises at any time for ensuring the cleanliness and hygienic

conditions of the canteen’s kitchen and dining hall premises. If found untidy and un-hygienic condition within the mess/canteen/kitchen areas, the contractor shall be penalized with a fine as decided by AUC.

1. If any damage to the infrastructure is found or any structure is disturbed from its original shape / design / plan, the contractor shall liable to be penalized with an amount equal to the cost of rework and a penalty as fixed by AUC on case-to-case basis.
2. The University reserves the right to appoint officers/officials to inspect the quality of stores / cooking area / raw material / food and other items stored, prepared and sold in the canteen. All canteen food products should be of good quality from standard manufacturers with FSSAI mark. The edible/cooking oil should be one of the best in the market. Any defects(s) pointed out by such officers/officials during their visits shall be properly attended to by the contractor.
3. The contractor shall get the rate list /prices of all items approved by the Registrar’ office and no changes what-so-ever shall be made without prior written approval of the University.

**OTHER OBLIGATIONS OF THE CONTRACTOR**

1. The contractor will use good quality raw material (branded) for preparation of items. No item beyond the date of expiry shall be used. In case of any such use the contractor will be liable to financial penalty and/or other suitable action as deemed fit by the AUC.
2. Care must be taken to ensure that, while carrying out the work, no fitting, fixtures, furnishings, equipment provided by the University are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the contractor, failing which the same will be taken up by the University and the total cost incurred therein, would be recovered from the contractor.
3. The contractor shall ensure fire safety of the spaces used by him. All necessary precautions shall be taken by the contractor for fire safety towards its staff and university property. Cost against any damage caused due to fire / smoke or such incidences, within the contracted spaces, shall be recovered from the contractor. It is mandatory for the contractor to conduct safety training and safety drills for his staff periodically.
4. All work shall be carried out with due regard to the convenience of AUC. The orders of the concerned authority shall be strictly observed.
5. The contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other declared holidays, according to the requirement of AUC and the residents / guests.
6. The contractor shall not charge from the mess users who have enrolled for mess facilities on monthly basis, during the University declared holidays the duration of which shall be minimum of eight (8) continuous days. The mess charges (basis monthly user) will be waived off for the cited period.
7. Refund can be claimed, if a student is on authorized leave for a minimum period of eight (8) continuous days, but not exceeding fifteen days, in a calendar month. The leave sanctioning authority during the regular teaching days, will be Director / HoI of their respective Schools. In exceptional circumstances when the student is allowed leave on Medical grounds / other emergencies for a period more than fifteen days, the student has to pay on A-La-Carte basis. In such cases, where refund is initiated, only 70% of the day-cost of mess charges will be refunded. In all cases, the final decision shall rest with the Registrar.
8. The contractor will have to supply breakfast/lunch and dinner in the canteen and same items including dinner also in the Guest House as per the requirements and schedule drawn for the purpose by the concerned authorities of the University
9. Storing/Supply/Sale and consumption of drugs, alcohol in any form, cigarettes or any other items of intoxication or contraband are strictly prohibited in the university campus, including canteen. Any breach of such restrictions by the canteen contractor or his employees will attract penal action against the contractor as per statutory norms.
10. No minimum guarantee will be furnished to the contractor towards consumption of food items. He/she is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of students/hostellers/university personnel to avail canteen services.
11. The workers employed by the contractor shall be directly under the supervision, control and employment of the contractor and they shall have no connection what-so-ever with Amity University, Chhattisgarh. AUC shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against Amity University, Chhattisgarh for employment or regularization of their services by virtue of being employed by the canteen contractor, against any temporary or permanent posts in AUC. All disputes and complaints within / by the employees of the contractor, shall be resolved and reconciled by the contractor himself without effecting the AUC in general and its services in particular.
12. The contractor shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of the University.
13. The contractor shall arrange for items i.e. crockery, utensils, juice machine, cooking gas cylinders, cooking store, tools & tackles, cookers, hot boxes, steam boxes, trolleys, equipment, jugs etc. and

items of similar nature of good quality as approved by the University, 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.

1. The contractor shall not use canteen premises for any other activity except for the purpose for which it has been provided for. Any injury sustained by the contractor’s staff during the performance of duty shall be the responsibility of the contractor including financial obligation or treatment expenditure. In no way AUC shall be held responsible for it. The contractor shall be responsible for the welfare of its staff.

**PAYMENT ON SERVICES RENDERED TO AUC**

1. The payment in respect of official hospitality bills of the University submitted in duplicate by the contractor shall be released on receipt basis subject to fulfillment of obligation by the contractor imposed under various laws, rules & regulation and terms of services etc. applicable from time to time and after scrutiny or authorization for supply at the prices offered by the contactor. Any supply of food items without proper authorization by the designated authority or AUC will not be paid for.
2. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid by the University for late payment.
3. All payments and receipts would be rounded off, to the nearest higher rupee and paise less than 50 shall be ignored.

**TERMINATION OF THE CONTRACT**

1. The contract can be terminated by either AUC or the contractor, after giving one month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, AUC reserves the right to cancel the contract by giving a notice with immediate effect, duration of which shall be decided by AUC authorities. AUC’s decision in such a situation shall be final and binding on the contractor.
2. On termination of the contract, the contractor shall hand over all the equipment/furniture/articles etc. supplied by AUC, in good working condition, back to AUC.
3. If the successful contractor withdraws or the services provided by the successful contractor are not found satisfactory during the initial period of three months from the date of taking over charge of the canteen services, AUC reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

**PENALTY**

1. The University reserves the right to impose a penalty, to be decided by the AUC authorities, on the contractor for any serious lapse in maintaining the quality, cleanliness and the services willfully or otherwise by the contractor or his staff.
2. If the University is not satisfied with quality of eatables served, services provided or behavior of the contractor or his/her employees, the contactor will be served with 24 hour notice to improve or rectify the defect(s), failing which AUC will be at liberty to take appropriate action as deemed fit including imposing financial penalty up to Rs. 5,000 per incident.

**MESS USAGES**

1. The contractor will introduce coupon booklet / digital smart card system for use and accounting of daily meals on basis day on day off.
2. The hostellers/staff eating on monthly basis will have to pay for / buy the coupon booklets / smart card, by fifth day of each month in advance for the month. A late fine, at the rate not exceeding Rs.50/- per day, may be levied on persons paying the mess fee after the due date.
3. In addition to the fixed menu on monthly roll, the contractor may serve food on a-la-carte basis as well. However, the rate chart of all such items with clear mention of cost and quantity, shall be approved by AUC. Such approved rate chart only shall be displayed prominently. No items beyond the approved ones shall be sold in any form.

**ADMINISTRATIVE CONTROL**

1. The contractor shall be under the overall supervision and control of the Registrar and his designated officials.
2. The vendor shall work in close tandem with the office of the DSW, Director (Hostels/Campus), the Mess Committee and any such officials designated by AUC for such purpose.
3. The vendor cannot sell any product from the mess or from the campus apart from the cooked food.
4. The vendor shall not discriminate while serving food to any student, faculty, staff member on the basis of caste, class, religion or ethnicity.

**DISPOSAL OF CANTEEN WASTE**

1. Disposal of canteen food waste both dry and wet and garbage will be in the scope of the contractor. This disposal should be in a proper manner as per hygiene and environmental norms. The waste / garbage shall be disposed at the designated area with clear segregation between bio-degradable and non-degradable waste. However, the accumulated waste shall be disposed outside the university premises on regular basis by the contractor. The contractor may dispose food-waste with cattle farms or as cattle feed at the neighboring villages.

Any legal/statutory issues arising out of the act of disposal of canteen waste shall be the responsibility of the contractor.

**GRIEVANCES/SUGGESTIONS**

1. There shall be a register duly maintained by the contractor to lodge grievances/suggestions by the mess/canteen users. The register shall be put up on every Saturday or as decided by the concerned authorities for review and directives / redressal by the Director Hostel.

**COMMENCEMENT OF CONTRACT**

1. The Contract for award of Canteen Services through this Tender shall come into force with effect from **15th August, 2022.**

**RESIDUAL CLAUSE**

1. The Vice-Chancellor of the Amity University, Chhattisgarh, shall have the discretionary powers to make any modifications / decisions on all issues at any given point of contract. Such decisions will be final and binding.

**JURISDICTION**

1. Disputes, if any, arising out of the contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of Raipur district only.

Signed: Counter-signed:

Witnesses:

1.

2.

**Place:**

**Date :**