

# **ONLINE TENDER NOTICE**

*for*

## **HOSTEL MESS FACILITY**

*at*

**Geetanjali Hostel for Post Graduate Women Students**  
**UNIVERSITY OF DELHI, SOUTH CAMPUS**  
**Benito Juarez Road, New Delhi - 110021**  
**PHONE: 24115470; EPABX : 24111955 Ext 7141**



**Ref. No.: UDSC/GH/MESS/2018/ 01**  
**Published on date: 13<sup>th</sup> November, 2018**  
**Total Pages including cover: 24**  
**Cost of tender: Rs 500/-**



## GEETANJALI HOSTEL FOR POST-GRADUATE WOMEN STUDENTS

University of Delhi South Campus

Benito Juarez Road, New Delhi - 110021

Phone: 24115470; EPABX : 24111955 Ext 7141; Email: geetanjalihostel21@gmail.com

### TENDER NOTICE

**Online bids** are invited from experienced contractors (who are currently running a hostel mess at Government educational institute of minimum capacity of 100 people or more in Delhi/NCR region) for running the Mess facility at Geetanjali Hostel, University of Delhi, South Campus for the academic session 2018-19. in the **format given in Annexure IA and IB**. The cost of tender is Rs 500/-

Geetanjali Hostel for P.G. Women Students is a University of Delhi maintained Hostel, where post-graduate and research students from various departments of the South Campus are residing. The hostel has approximately 102 residents from all over India and abroad. The hostel lays high emphasis on Hygiene and Nutrition.

The mess will serve Breakfast, Lunch (Regular and/or Packed), Evening Tea with Snacks and Dinner to the residents on all the days as per the menu fixed by Hostel authorities. Bidders should read the terms and conditions and the draft License deed (Annexure IV) carefully for more details.

In this two bid system, Annexure 1A should be filled as technical bid and Annexure 1B as financial bid and uploaded online separately. The bidder may choose the option of uploading as PDF of the Financial bid and use the Annexure 1B as the template.

On final selection the bidder will be required to sign the License Deed as given in Annexure IV.

#### Important dates

Date of issue of tender: 13<sup>th</sup> November 2018

Bid document start date and time: 13<sup>th</sup> November 2018; 4:00 PM

Bid submission start date and time: 13<sup>th</sup> November 2018; 4:00 PM

Submission of tender end date and time: 4<sup>th</sup> December 2018; 4:00 PM

Technical bid opening date, time and venue: 5<sup>th</sup> December 2018; 12 Noon; Geetanjali

Hostel Office, University of Delhi South Campus

#### Specific Instructions to Bidders

##### 1. Two-bid system

Bidders will upload the **technical** and **financial bid** separately. Technical bid is in the format **Annexure 1A** and the financial bid in **Annexure 1B**. For Annexure 1B, the bidders can choose to upload a PDF instead of filling the .xls file.

## **2. Tender processing fee of Rs 500/- to be given in Hostel Office and copy uploaded with bid**

The bidders downloading the tender document from DU website <http://www.du.ac.in> are required to submit the tender processing fee amount (non-refundable) of Rs 500/- (Rupees Five Hundred Only) through DD/ Banker's cheque along with their tender bid between the start and end date of the tender failing which the tender bid shall be left unopened/ rejected at the first stage of technical bidding itself. The DD/banker's cheque shall be drawn from any Nationalized / Scheduled Bank in India in favour of '**Provost, Geetanjali Hostel**' payable at New Delhi. A scan copy of the cheque/DD MUST be uploaded with the bid too.

## **3. Uploading bid online**

Tender Document may be downloaded from the University of Delhi website [www.du.ac.in](http://www.du.ac.in) and CPP Portal <https://eprocure.gov.in/epublish/app> per the schedule. The bidder should put up the online e-tender bid **inclusive of all taxes**.

## **4. Online instructions by CPP**

Instructions for online bidding process are in continuation of this document.

## **5. Earnest money deposit**

The bidder must submit a bid security (Earnest Money) of 15,000/- (Rs. Fifteen Thousand only) along with the bid. The amount should be submitted as demand draft/banker's cheque made in favour of '**Provost, Geetanjali Hostel**' payable at New Delhi.

## **6. Rejections of bids at technical stage**

Failure to comply with any condition in the tendering procedure, incomplete proposals, proposals received without earnest money, proposals received by email, fax and proposals received after closing date and time will not be considered and will be liable to be rejected. The bidders are advised to read all Annexures (from I to IV)

## **7. Compliance and documents to be attached online with Annexure 1**

The bid submitted by the contractor should be in complete compliance with the sample mess menu (Annexure-II), Material Brand (Annexure-III) and Application document strictly as per the format attached at Annexure-I (A and B). The bidder should have read the Annexure IV that gives the details of the draft license deed expected to be signed. Unnecessary and unwarranted information may not be provided. Documents to be attached with the tender form:

- i. Experience Details (including place of site visit)
- ii. Copy of work orders from other Organizations
- iii. Earnest Money Details (Draft no.)
- iv. Self Certified copy of Pan Card
- v. Self Certified Copy of GST No.
- vi. Self Certified Income Tax returns of previous Two Financial Years.
- vii. Bidder is responsible for complying to GST and IT returns as per the GOI rules

- viii. Self certified compliance to labour laws and no employment of child labour
- ix. Any other terms and conditions considered important by the contractor.

### **Procedure of finalizing tender bids**

1. Short-listed bidders will be telephonically contacted to go through an interaction session in person with the Hostel Mess Committee within 7 days of opening the technical bids.
2. Hostel Authorities may visit any of the venues where services of the contractor are in operation for evaluation and feedback for hygiene, experience and quality of the facility before awarding any formal contract to anybody.
3. The best value bidders will be considered i.e. the lowest bidder need not necessarily be awarded the contract.
4. Geetanjali Hostel for P.G. Women Students also reserves its right not to accept the lowest rates quoted by the bidders, if they do not satisfy the quality and hygiene standards expected.
5. Upon decision, the selected contractor shall sign a license deed (Annexure-IV) immediately on award of the contract within a period of 7 days and shall start the work in another 7 days time or as decided by the hostel authorities without any excuse.
6. Geetanjali Hostel for P.G. Women Students reserves the right to extend due dates of this tender, accept or reject any quotation in part or full, without assigning any reason whatsoever.

### **PROVOST**

Geetanjali Hostel for P.G. Women Students,  
University of Delhi South Campus

For any clarifications regarding this tender notice, please contact:

Hostel Office, Geetanjali Hostel for PG Women Students, University of Delhi South Campus,  
Benito Juarez Road, New Delhi-110021; Tel:011-24115470; 24111955 (Ext- 7141) Email:  
[geetanjalihostel21@gmail.com](mailto:geetanjalihostel21@gmail.com)

### **Checklist of submission for bidders**

- Demand draft of Rs 500/-
- Application in format of Annexure 1A and 1B
- Experience Details (including place of site visit if required)
- Copy of work orders from other Organizations
- Earnest Money Details (Draft no.)
- Self Certified copy of Pan Card
- Self Certified Copy of GST No.
- Self Certified Income Tax returns of previous Two Financial Years.
- Bidder is responsible for complying to GST and IT returns as per the GOI rules
- Self certified compliance to labour laws and no employment of child labour
- Any other terms and conditions considered important by the contractor.



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### TERMS AND CONDITIONS OF THE TENDER

Geetanjali Hostel for P.G. Women Students is a University of Delhi maintained Hostel, where post-graduate and research students from various departments of the South Campus are residing. The hostel has approximately 102 residents from all over India and abroad. The hostel lays high emphasis on Hygiene and Nutrition.

The mess will serve Breakfast, Lunch (Regular and/or Packed), Evening Tea with Snacks and Dinner to the residents on all the days as per the menu fixed by Hostel Authorities (a **sample menu is attached in Annexure II**). The **quality of ingredients** to be used is given in **Annexure III**.

**Twelve (12) special meals** (either dinner or lunch) will be served on chosen gazetted holidays.

On being informed by the hostel staff, a sick resident will be provided a simple meal of khichdi (or an appropriate replacement) instead of the regular meal.

The mess staff is required to maintain good hygiene conditions and wear caps while cutting vegetables, cooking and serving food.

Hostel shall run on **full occupancy** between January '19 to May '19 and August '19 to December '19. June'19 to July'19 is expected to be the lean period of **half occupancy**.

75% rebate will be allowed to the Mess members if they don't avail of Mess service for 7 or more consecutive days anytime during an academic session.

The hostel will provide basic infrastructure to run the mess such as kitchen space, water, electricity connection, gas cylinders (empty), dining hall with furniture, Bain Marie and Fly Killers. Contractor will provide all the staff, crockery, cutlery, refrigerator for storage of perishable items, additional utensils for cooking purpose etc. The contractor will also pay for the electricity consumed as per the sub-meter. He/she does not have to pay any rent except a nominal license fee and deposit for the gas cylinders.

The bidder shall ensure that the mess staff is dependable, have genuine identity proof and have undergone police verification.

The bidder should read the **draft License deed (Annexure IV)**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

**(as given in <https://eprocure.gov.in/eprocure/app>)**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My

Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „“Other Important Documents”” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other

accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 125 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

11) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> and no documents except, original demand draft towards EMD and Tender Cost will be accepted offline.

## **ASSISTANCE TO BIDDERS**



1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## Annexure-IA

### TECHNICAL BID DOCUMENT

To,  
The Provost,  
Geetanjali Hostel for P.G. Women Students  
University of Delhi South Campus  
Benito Juarez Road, New Delhi-110021

Photograph of  
Contractor

**Tender Ref No: UDSC/GH/MESS/2018/01**

#### Application for Hostel Mess Contract

1. Name of the Firm/Company :
2. Registration No. :
3. Correspondence Address :  
& Telephone No.
4. Email/ website :
5. Name(s) of Proprietors/Partners :
6. Correspondence address & Phone No. :
7. Permanent address & Phone No. :
8. Experience Details :  
(Attach relevant documents)
9. Validity of offer : Minimum 90 Days
10. Other terms & conditions, if any, enclosed separately:

We have read and agree to:

- All terms and conditions of the Mess catering contract (Annexure IV)

Date:  
Place:

Signature of  
Authorized signatory/Proprietor  
with seal

Enclosures to be attached with filled Annexure 1:

1. Experience Details
2. Copy of work orders from other Organizations
3. Earnest Money Details (Draft no.)

4. Self Certified copy of Pan Card
5. Self Certified Copy of GST No.
6. Self Certified Income Tax returns of previous Two Financial Years.
7. Bidder is responsible for complying to GST and IT returns as per the GOI rules
8. Self certified compliance to labour laws and no employment of child labour
9. Any other terms and conditions considered important by the contractor.

**The complete proposal should be uploaded on the e-procurement portal within the indicated end date and time.**

**Terms and conditions of contract**

1. The proposal should be in complete compliance with the mess menu and tender document.
2. The tender document may be downloaded from the e-procurement portal
3. The hostel authorities reserve the right to cancel this tender.
4. The contractor has to use the raw materials of the specified brands (Annexure III) as enclosed with the menu (Annexure II).

## **Annexure 1B**

### **FINANCIAL BID DOCUMENT** **(to be uploaded as a PDF document)**

**For the fully occupied months of 1<sup>st</sup> January 2019 to 31<sup>st</sup> May 2019 and 1<sup>st</sup> August 2019 to December 31<sup>st</sup> 2019 (10 months)**

Rates per month per head, inclusive of all taxes : \_\_\_\_\_

**For the lean period of partial occupancy from 1<sup>st</sup> June 2019 to 31<sup>st</sup> July 2019 (2 months)**

Rates per month per head, inclusive of all taxes : \_\_\_\_\_

**All rates should be in compliance with the Sample menu (Annexure II) and the quality of ingredients (Annexure III). Any deviation may be mentioned here.**

## Annexure- II

### GEETANJALI HOSTEL SAMPLE MENU

	<b>Breakfast</b>	<b>Lunch</b>	<b>Snack</b>	<b>Dinner</b>
<b>Monday</b>	Tea + Aloo pyaz Parantha, Achar <b>OR</b> Regular Breakfast	Aloo gobhi dry sabji/ aloo methi dry sabji, moong dal with palak/ toor daal, rice, roti, salad and orange/ banana	Tea+  Samosa/ Bread pakoda + Green chutney	Matar Mushroom/ palak paneer, black sabut masoor daal/ kali urad & chana daal, rice, roti and salad
<b>Tuesday</b>	Tea + Idli Sambhar chutney <b>OR</b> Regular Breakfast	Rajma/ kadhi with pakodi, kaddu dry sabji/ baingan ka bharta, rice, roti, packed curd, and salad	Tea+  Veg sandwich/ Bhujia	Dry methi aloo sabji/ aloo baingan dry sabji, toor dal (without garam masala), roti, rice, salad and ice cream
<b>Wednesday</b>	Tea + Methi/ Mooli Parantha <b>OR</b> Regular Breakfast	Chhole, patta gobi sabji/ aloo capsicum sabji, rice, roti, salad and orange/ banana	Tea+  Dhokla with imli chutney/ French fries	Matar paneer/ paneer bhurji, egg curry/ egg bhurji, rice, roti, chana dal/ masoor dal and salad
<b>Thursday</b>	Tea + Sevian/ Pav Bhaji <b>OR</b> Regular Breakfast	Kala chana with gravy, gajar aloo/ sem aloo dry sabji, rice, roti, salad and packed curd	Tea+  Chowmein with sauce/ Kaala chana chaat	Sabut moong masoor dal, aloo matar ki dry sabji/ bhindi dry sabji (without aloo), rice, roti, salad and sewai/ kheer
<b>Friday</b>	Tea +  Gobhi Parantha <b>OR</b> Regular Breakfast	Lobiya dal/ rajma, palak aloo/ arbi aloo sabji, roti, rice, salad and orange/ banana	Tea+  Dahi papdi and chutney <b>OR</b>  Coffee + Jalebi	Kadhai paneer, chicken curry, black masoor daal, rice, roti veg. raita / Veg. biryani, Chicken biryani, black masoor daal, roti, veg. raita
<b>Saturday</b>	Tea +  Upma/ Vada sambhar <b>OR</b> Regular Breakfast	Lemon rice, aloo matar dry sabji, soybean gravy, roti, rice, packed curd and salad / Masala dosa, sambhar, rice, chutney, salad and Halwa	Tea+  Pyaz pakoda with chutney/ namak pare	Mixed daal, mixed veg (capsicum, gobhi, matar, gajar, aloo), rice, roti, salad, papad
<b>Sunday</b>	Tea + Poha/ Utthapam + sambhar <b>OR</b> Regular Breakfast	Chhole bhature, rice, green chutney or imli chutney, gulab jamun / Kadhi with pakodi, aloo masala, rice, roti, salad and orange/ banana	Tea+  Pasta+ sauce/ Biscuit	Aloo beans dry sabji, arhar daal, matar rice, roti, salad and ice cream

**“ / ”: options will be served every alternate week.**

This sample menu is indicative and **vegetables can vary depending on seasonal availability**. Menu may be altered twice or thrice a year accordingly.

**Regular breakfast:** 4 slices brown wheat bread, Butter, Egg (Boiled, Omelette or Half fried: 2 eggs), Sauce. (Vegetarian can also take 2 bread, butter and sauce)

**Ice cream:** 2 scoops/ person; flavor: vanilla, strawberry, butterscotch

**Curd:** 100 gram packed/ person

**Biscuit:** Britannia Digestive 4 pieces/ person

**Bhujia:** 1 small packet/ person (approximate Rs 10/-)

**Chicken:** 100-120 grams/per individual serve (Neck pieces will not be included)

**Paneer:** 100-120 grams/per individual serve

**Salad:** Cucumber + Onion. Green chilli and cut lemon pieces to be kept in common serving area.

**Note:** Separate Tava should be use for Egg preparation.

## Annexure – III

### Quality of Ingredients

1.	Butter	Butter tikki packed (Amul/ Mother Dairy: 10grams)
3.	Sauce	Tops
4.	Curd	Amul/ Mother Dairy (Packed 100gram)
5.	Bread	Brown Bread (Harvest Britannia)
6.	Rice	Dawat
7.	Atta	Kendriya Bhandar
8.	Masala	Catch/ MDH
9.	Oil	Fortune/ Nature Fresh oil
10.	Soyabean	Nutrela
11.	Daal	Kendriya Bhandar
12.	Tea	Tata Tea premium
13.	Besan/ Maida/ Suji/ Sewai	Kendriya Bhandar
14.	Pickles	Tops
15.	Paneer	Amul/ Mother Dairy
16.	Bhujia	Haldirams (Rs. 10/- pack)
18.	Ice cream	Amul/ Mother Dairy
19.	Salt	Iodized

## **Annexure-IV**

### **DRAFT LICENSE DEED**

(to be signed only after final selection)

This Licence Deed is made on \_\_\_\_ day of \_\_\_\_\_, year 2018 between the Geetanjali Hostel for Post-Graduate Women Students through its Provost (hereinafter called the Hostel Authority) on the one part and M/s \_\_\_\_\_ (hereinafter called the Licensee) on the other part.

Whereas Licensee has requested the Hostel Authorities to grant license in respect of Hostel Mess for carrying on trade of preparation and serving of food and has assured the Hostel Authorities that Licensee is well trained in the preparation and catering of food. Both of the said parties agreed to do so on the following Terms & Conditions hereinafter mentioned.

### **NOW IT IS HEREBY AGREED AS UNDER**

1. Hostel Authorities have agreed to grant the Licensee the privilege to run the Mess for a period of one year, commencing from January 1, 2019 and expiring on December 31, 2019. Hostel authorities reserve the right to revoke it at any time before the expiry of the period of one year by giving Licensee, 30 days notice without assigning any reason(s).
2. The initial term of the contract will be for the academic session 2019 which can be extended at the sole discretion of the Hostel authorities and the Hostel Mess Committee on mutual consent for a period of one year subject to the increase/decrease/no change as per the changes in the **consumer price index (subject to a maximum of 10% increase)**.
3. That this License shall be absolutely a bare license and anything contained in shall not be deemed to give any right in the law in respect of the said premises to Licensee in any manner.
4. The said premises shall remain open on week days and all holidays during the period which may be communicated to the Licensee. The Licensee shall not without the permission in writing of the Hostel Authorities close the Mess. The Licensee or its manager shall be available at the premises daily.
5. Following timings shall be observed until and unless changed by Hostel authorities for serving the meals:

Breakfast	: 8:00 Hrs. to 09:15 Hrs.
Lunch	: 12:30 Hrs. to 14:00 Hrs.
Evening Tea & Snacks	: 17:00 Hrs. to 18:00 Hrs.
Dinner	: 20:00 Hrs. to 21:15 Hrs.



6. 75% rebate will be allowed to the Mess members if they don't avail of Mess service for 7 or more consecutive days anytime during an academic session. The Guest of the Mess members and/or Hostel authorities would be charged as per rates decided by Hostel authorities from time to time. Such rates shall not be less than the rates paid by regular Mess members and the payments will be routed through Hostel authorities.
7. Food will be served by the Licensee as per the Menu decided and fixed by Hostel authorities.
8. The cooking medium used by the Licensee shall be of good quality refined oil or as may be approved by the Hostel Authorities.
9. The food, sweets etc. sold by the Licensee shall be obtained by him from the approved sources and shall be fresh and of good quality. On demand by Hostel Authorities/Medical Officers, Licensee shall provide free of cost sample of any eatable kept for sale, for the purpose of inspection and analysis. In case, articles are found sub-standard and exposed to dust/fly and services rendered by the Licensee is defective, the License shall be revoked and Licensee shall be prosecuted under the provisions of Food Adulteration Act and other laws of land and shall be liable to pay fine decided by Hostel Authorities to the latter.
10. For Sick residents Licensee shall arrange to serve "sick diet" to such residents.
11. On 12 Gazetted holidays a special meal (lunch or dinner) shall be served by the Licensee as per the menu decided and fixed by Hostel authorities.
12. No food shall be served outside the hostel premises without the prior sanction from the Hostel Authorities.
13. Licensee shall not use the premises for any activity other than the one for which aforesaid licensee deed has been executed.
14. Hostel shall run on full occupancy between January '19 to May '19. June'19 to July'19 shall be the lean period, followed by full occupancy from August '19 to December 2019.

#### **SECURITY DEPOSIT**

1. On award of contract successful Licensee shall submit a Performance Security of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/Banker's cheque (payable at Delhi) in favor of Provost, Geetanjali Hostel within 10 days of issue of letter of award towards successful execution of the Mess contract.
2. The Licensee shall also pay a fee of Re.1000/- (One thousand only) as License fee every month in advance, before the 10th day of month during the currency of the contract.

3. The security deposit shall be retained up to and including 30 (thirty) days after the contract is over. The hostel shall have an unqualified option to forfeit the same if the Licensee fails to honor any of its commitments under the contract.
4. The performance security shall be refunded to the Licensee without any interest 30 (Thirty) days after the expiry of the contract and on issue of “No Due Certificate” from Hostel Authorities subject to fulfillment of all contractual obligations by the Licensee.

#### **WATER AND ELECTRICITY CHARGES**

1. Electricity charges will be payable by the Licensee as per his consumption. A separate electricity sub-meter shall be installed for this purpose.
2. Water charges will be payable by the Licensee as per Hostel/University rules.

#### **LIEN ON BELONGINGS OF LICENSEE**

1. The Hostel Authorities shall have lien on all the belongings of the Licensee being in or on the hostel premises. If Licensee fails to pay the arrears of License fee, Water, Electricity charges or any other dues payable to the Hostel authorities, in such case the Hostel authorities will have the right to realize the amount due from Licensee by putting the said belongings in public auction and shall notify the said auction to the Licensee.
2. In case the belongings of the Licensee are sold, the Hostel authorities would pay the balance amount if any to the Licensee after deducting Hostel arrears, expenses incurred by the Hostel authorities on such auction and any other dues.
3. The Hostel authorities shall not be held liable for any loss or damage occurring to any goods, store or articles inside the said premises belonging to Licensee.

#### **FOOD ITEMS OTHER THAN REGULAR MEALS**

1. Food items other than regular meals approved by Hostel authorities at approved price only, shall be sold by the Licensee. No articles can be sold, prices of which have not been approved by the Hostel Authorities.

#### **ALTERATIONS/DAMAGE TO PROPERTY**

1. The Licensee shall not carry out any addition or alteration to the said premises on any pretext.
2. The Licensee shall be responsible for making good to the satisfaction of the Hostel authorities any loss or damage to any structures and properties within the hostel premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Licensee, his employees, agents, representatives or sub-service providers, he shall make good the loss as assessed by the Hostel authorities. Decision of Hostel Authorities about the compensation amount shall be final and binding on the Licensee

#### **SUB-LETTING OF WORK**

1. Licensee shall not permit the said premises or part of it to be used by other person(s) for any activity. Also Licensee shall not introduce any partner and shall not transfer his intent in the premises or the contract to any other person.

#### **COMPLIANCE OF STATUTORY PROVISIONS**

1. The Licensee shall abide by the law of land in force, including Municipal bye-laws, relating to manufacture and sale of goods, drinks, hygienic conditions etc. and shall himself obtain the required License, permission etc. from the competent authorities governing the type of work he is to perform.

#### **FOOD QUALITY INSPECTION**

1. The Hostel authorities may appoint a person/committee to visit the premises periodically and submit its reports regarding sanitary conditions, quality of food stuff, catering services, furnishing or any other matter connected with the premises. Licensee shall comply with the instructions issued from time to time by the Hostel authorities or such persons as are authorized. If he does not comply with the same in the stipulated time, the License may be terminated by the Hostel Authorities.
2. Caps shall be worn during cutting of vegetables, cooking and serving food items.

#### **COMPLAINT AND/OR SUGGESTION BOOK**

1. Licensee shall keep a suggestion cum complaint book, where suggestions and complaints may be recorded by the residents. Licensee shall implement such suggestions within a fortnight; if not the matter will be brought to the notice of Hostel Authorities for such action as is desirable.

#### **LABOUR LAWS**

1. The Licensee will not employ any child labour or any person below the age of 18(Eighteen) on any pretext for any job during the currency of the License.
2. In respect of all work force directly or indirectly employed by the Licensee for execution of work, Licensee shall comply with or cause to be complied with all state/central government regulations made by the government from time to time in regard to payment of fair wages, wage period, deductions from wages and other terms of employment.
3. The responsibility to pay fair wages, perquisites and benefits to its workers during the License period shall be of the Licensee alone.
4. The Licensee shall at his own expense comply with all labour laws and keep the hostel indemnified in respect thereof.
5. The licensee shall not discriminate between men and women w.r.t wages and shall pay equal wages and other benefits to both in accordance with the applicable laws and shall in this connection maintain requisite records.

#### **LICENSEE STAFF AND ITS CONDUCT**

1. Licensee shall employ at his own expenses, the required number of workers. Such workers shall be men/women of sufficient experience in their field of work.
2. Licensee shall furnish all relevant information to Hostel Authorities along with photographs and shall maintain relevant records of his employees. A police verification of all employees is to be done by the Licensee. These employees shall all time be free from any contagious/infectious disease. Medical fitness certificate for each employee should be provided by Licensee.
3. The Licensee staff shall not be treated as Hostel's staff for any purpose whatsoever.
4. All service staff deployed by the Licensee in the dining hall will be females only.
5. The dealing of Licensee and his workers with customers shall be polite and courteous. They shall be properly and neatly dressed and maintain a high level of personal hygiene.
6. Only two persons will be permitted to stay overnight in Hostel premises for serving the morning breakfast.
7. Person working in the mess as well as the Hostel will be provided with the identity cards, which can be checked by the Hostel Authorities any time.
8. Smoking and drinking within the entire area of the Hostel in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately.
9. Licensee shall ensure unnecessarily loitering of its staff in the hostel premises other than the designated areas at all times.
10. If any person employed by Licensee is found guilty of breach of rules/discipline or the terms of this deed, Hostel Authorities shall have the right to order the Licensee to terminate the services of such person on the spot without any reasoning.

#### **ACCIDENT OR INJURY TO WORKMAN**

1. The Hostel Authorities shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Licensee or any sub-Licensee. The Licensee shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

#### **COMMUNICATION**

1. Notices and other Communications under this License shall be in writing and communicated through Post, Courier, Fax, E-mail or affixed on the outer door or any other conspicuous part of the said premises.

#### **TAXES & PAYMENTS**

1. All payments to the Licensee shall be made within a reasonable period of time on receipt of proper invoice and a certificate from the Hostel Authorities regarding successful performance of services.
2. In their invoice the Licensee shall mention the tax part separately.
3. All payments by Hostel authorities shall be made by Account Payee cheques in favor of the Licensee only.
4. The contractor shall be responsible for depositing all taxes, duties, levies as per law. A certificate of such deposit shall be provided to the hostel authorities as and when required.
5. TDS, if any shall be deducted by the Hostel authorities as required under law in force from every payable bill and TDS certificate shall be provided to the Licensee.
6. Hostel authorities shall not be responsible for any dispute between Tax authorities and the Licensee in regard to any interpretation of Tax law/Procedural formalities.

#### **FINE**

In case of deficient service the Licensee may be fined as follows, as per the discretion of the hostel authorities:

1. Unavailability of complaint register on the Counter or discouraging the complaint would lead to a fine of Rs.100/-.
2. 3 or more complaints of Insects/Hair/Foreign body found in any meal would lead to a fine of Rs. 500/-.
3. 10 or more complaints of unclean utensils in a day would lead to a fine of Rs. 1000/-.
4. If Hostel authorities agree that certain meal was not cooked properly then a fine of Rs. 100/- would be imposed.
5. Changes in menu without permission of the mess committee would lead to a fine of Rs. 500/-.
6. Fine for any discrepancy (personal hygiene of workers, Cleanliness of kitchen area, dining area etc.) will lead to a fine of Rs. 1000/-.
7. Fine will be compounded in the following conditions:
  - First violation of the aforesaid rule implies fine as per above.
  - Second violation of the same rule in the same calendar month will attract triple the initial amount of fine.
  - All subsequent violations of the same rule would invite five times the initial amount of fine and/or cancellation of the contract.

As and when Hostel authorities propose a fine it will inform the Licensee or its Representative or its Mess Manager and the fine will be imposed with the approval of Provost/Warden.

#### **WASTE DISPOSAL**

1. The waste material and unused/leftover food from the mess shall be removed from Hostel premises everyday. The Licensee shall ensure that stray dogs, pigs, cows etc do not consume any food within the hostel premises.
2. Licensee shall not under any circumstances try to dispose the kitchen waste through the Hostel drainage system.
3. The mess staff shall co-operate with any efforts made by residents and/or staff to recycle waste as suggested to them.

### **TERMINATION OF CONTRACT**

Hostel authorities without prejudice to any other remedy for breach of contract, by written notice of default at the correspondence /permanent address sent to the contractor, terminate the contract in whole or in part on occurrence of any of the following events:

1. If at any stage it is proved that the work has been assigned, transferred or sub-let to any other party/contractor.
2. If at any stage it is felt by hostel authorities that the quality of food and service being offered by the Licensee is not up to the mark, agreed terms & standards, complaints from residents or adverse findings of any committee constituted by Hostel authorities.
3. Any unacceptable or unlawful and fraudulent practice at the time of submitting bid or during execution of the contract or any illegal/unlawful activities of its employees or suppliers.
4. In case of refusal/failure by the Licensee to let Hostel authorities inspect the kitchen, store and material i.e. both raw and cooked of the Licensee.
5. If Licensee, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such period as Hostel authorities may authorize in writing) after receipt of default notice from Hostel authorities.
6. If at any stage it is felt that the Licensee is not responding to communication i.e. both written and verbal from Hostel authorities.
7. In the event of Licensee being adjudged insolvent or any proceedings under the insolvency Act are known being initiated against the Licensee, the License shall stand automatically revoked.
8. If all or part of the contract is terminated in accordance with the provisions contained above, the Hostel authorities shall pay to the licensee charges up to the effective date of termination. However the termination of the contract shall not relieve the Licensee of any of its obligations imposed by the contract with respect to the work performed by the licensee prior to such termination.
9. On a notice period of 30 days without assigning any reason and to get the contract executed by other agency at the risk and cost of the Licensee.

### **ARBITRATION /DISPUTE RESOLUTION**

1. All disputes or differences whatsoever arising between the contractor and hostel authorities shall be settled in good faith by discussion amongst the parties in a spirit of understanding and cooperation.
2. In case disputes or differences are not settled by discussion the same shall be settled by arbitration in accordance with the arbitration act of 1996 and the venue shall be in New Delhi. The arbitral tribunal shall consist of a sole arbitrator which shall be provost, Geetanjali hostel herself or any other person nominated by her to act as the sole arbitrator.
3. The proceedings of arbitration shall be in English language only.
4. In case contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.
5. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.
6. Till such time dispute is not resolved/arbitration proceedings are on/case is pending in the court, contractor will not stop its services as per aforesaid terms and conditions until and unless Hostel authorities decide otherwise.

### **JURISDICTION**

1. The contract shall be governed by and constructed according to the laws in force in India. The Licensee shall hereby submit to the jurisdiction of the courts situated at Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

### **COMPLETION OF CONTRACT**

1. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of the Lease deed.
2. The Licensee shall, on revocation, termination or completion of Contract hand over the premises to the Hostel authorities peacefully. If the period for which the premises have been licensed, has not expired and the licensee intend to vacate the said premises, the Licensee shall give at least thirty days notice in writing to the Hostel Authorities. In default, legal charges, compensation and other expenses will be deducted from the security money.

### **FORCE MAJEURE:**

1. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this license deed, the relative obligation of the affected party by such force majeure shall be suspended for the

period during which such cause lasts. The term “force majeure” as employed herein shall mean, acts of god, war, revolt, riot, fire, flood, terrorism and acts and regulations of Delhi University and/or the Government of India or any of its authorized agencies.

2. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 2 (two) day of the alleged beginning and ending thereof giving full particulars and satisfactory proof.
3. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by Hostel authorities without any penalty.
4. If the work is suspended by force majeure conditions lasting for more than 15 Days, the Hostel authorities shall have the option of cancelling the License in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Hostel authorities under any circumstances. For the period of force majeure, no amount shall be payable to the Licensee.

IN WITNESS WHEREOF, the parties have duly executed this license deed by their authorized representatives in duplicate on the date, month & year first above written.

FOR Geetanjali Hostel for P.G. Women Students  
University of Delhi South Campus  
New Delhi-110021.

**In the presence of:**

- 1.
- 2

FOR and on behalf of the Licensee

**In the presence of:**

- 1.
- 2.