

**Terms and conditions to be followed by the tenant person/agency for running canteen in Government College ,Hisar**

The rent agreement will be made between Principal, Govt. College, Hisar, Rajgarh Road, Hisar and tenant person/ agency. The tenant person/ agency will be given offer for using the Canteen space for running canteen for a period of one year on rent on basis of following terms and conditions:

1. The Tenant person/agency will be responsible for compliance of all statutory laws.
2. The Tenant person/agency should be registered with appropriate authorities.
3. **Monthly rent for canteen will be Rs. 16110/- . The Tenant person/agency will pay rent quarterly in advance to the college up to the 5<sup>th</sup> day of month.**
4. The contract is likely to valid for one year which may be curtailed /terminated before the contract period owing to deficiency in service or substandard quality of food/man power deployed by the Tenant person/agency. This office however reserves the right to terminate the contract at any time after giving one week notice to the tenant person/agency. If tenant person/agency wish to withdrawal its services, it should inform the office in writing two months before otherwise whole security amount shall be forfeited.
5. The Tenant person/agency will display the rate list in the canteen premises at his own cost.
6. The Tenant person/agency will have to make his own arrangements for transportation of raw material, food items, cooking accessories etc. to the canteen.
7. The Tenant person/agency shall assess for himself the likely requirement of tea, lunch, snacks etc. required for each day. No assurance can be given for the minimum amount of consumption on account of Breakfast, Lunch, Tea or Snacks etc.
8. The Tenant person/agency shall use only fresh vegetables and reputed brands for the various eatables/Beverage for example tea leaves of Brooke Bond, Tata Tea, Taj Mahal, Refined oil (Fortune/Ginni/Gaganoil etc. ), Spices (MDH, Everest Brand), Rice (Branded only), Tata Salt, ISI mark. Powdered sugar will not be used.

9. No person below 18 years of age shall be employed by the Tenant person/agency for work in the Canteen. The Tenant person/agency will also ensure that he/ she will not employ any child labour in the canteen whose age is less than fourteen years otherwise legal action will be initiated against him according to the law of land.
10. No kerosene oil/coal shall be used by the Tenant person/agency in the canteen premises. However, the Tenant person/agency will use commercial LPG connections only for cooking purposes.
11. The Tenant person/agency as well as his workers will not be allowed to stay in canteen premise at night.
12. The person/agency who will provide minimum rates of items ( list attached in Annexure 1) to be sold in canteen , will be selected as tenant and he/ it will deposit Rs. 50,000/- as security amount without interest..
13. The Security amount deposited by the Tenant person/agency shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any terms and conditions of the contract as stipulated in the bid document. Refund of security deposit is subject to full and final settlement of the final payment of the work contracted /executed under the contract. No interest will be paid to the Tenant person/agency on the security deposit.
14. The agreement shall be valid initially for a period of one year and it may be extended further for another one year. The powers of Principal Govt. College Hisar, Haryana will be final in this case.
15. Electricity and water bills will be paid by Tenant person/agency in lieu of electricity and water usage as per bills. But Tenant person/agency will have to ensure to avoid the wastage of electricity and water. He/it will submit the electricity Bill after receiving bill from DHVPN within 5 days positively in office of Principal.
16. Tenant person/agency will pay 3000/- for water usage to college administration for a year.

17. The Tenant person/agency will not be allowed to use Heater/ Electrical Heating Rod in the canteen.
18. The price of items quoted by the tenant person/agency will be made part of agreement and will be valid for one year. After one year the rates will be fixed after mutual agreement for the extended period of contract. The Tenant person/agency will supply only such items specifically approved by the Canteen committee with prior approval of the Principal Govt. College Hisar. However, more items can be included in the menu by canteen committee with prior approval of the Principal Govt. College Hisar at a later stage.
19. The Tenant person/agency will be responsible for providing all food items mentioned in Annexure-I. During running of Canteen, for any additional items, which the Tenant person/agency intends to supply, the weight/quantity of such items should be specified while quoting the proposed sale price of such item. The rates will be finalized by the committee constituted for the purpose.
20. The College will provide only dining tables, chairs, fans, tube lights etc. Tenant person/agency will return these items to the College in the same condition at the time of handing over the charge as he/it had taken from the college at the time of taking the charge of canteen . Any addition or deletion in furniture and fixture will not be done without the prior permission of the authority.
21. In case of any food poisoning/Contamination the Tenant person/agency will be held fully responsible and he will bear all the expenses caused due to food poisoning/ contamination to any person/persons.
22. The Tenant person/agency will employ adequate number of staff in order to maintain efficiency to standard desired by College administration.
23. Any dues against the customers will be at the risk of the Tenant person/agency and the college administration will not be responsible in any case.
24. The Tenant person/agency will not sell any item containing Tobacco, Alcohol, or any other prohibited item in the canteen.

25. The Tenant person/agency shall install his electronic fly-kill/ insect repellent equipment, emergency lighting at his own cost.
26. The Tenant person/agency will furnish a list of workers employed for running and maintaining the canteen to the office and shall provide them identity cards and uniform at his own cost.
27. All persons engaged by the Tenant person/agency shall be the Tenant person/agency 's own employees and they will claim no privileges from College administration. The Tenant person/agency will be directly responsible for the administration of his employees as regards general discipline and courteous behavior.
28. The Tenant person/agency will get all his workers medically examined from approved Registered Medical Practitioner recognized by Indian Medical Council, to be free from communicable diseases in addition to general fitness.
29. The Tenant person/agency will be responsible for cleanliness of crockery, cooking utensils, furniture, fixtures and fittings, etc. in the kitchen as well as the canteen hall. The College administration will not provide any cleaning materials/dusters, etc. for the same.
30. Very high standards of hygiene and cleanliness shall be observed in the running of engaged by Tenant person/agency including those responsible for collection of used utensils and periodic disposal of waste and refuse. The disposal of waste shall be done by Tenant person/agency at his own cost to the dumping yard of Municipal Corporation daily. Nothing extra on this account shall be paid.
31. Disposal of solid and liquid waste will be the responsibility of the Tenant person/agency. Any leakage and blockage in the drainage system of kitchen will be the responsibility of the Tenant person/agency to get it repaired at his own cost.
32. The Canteen shall be opened for catering from 8 AM to 6 PM on all working days. However, the Canteen will remain closed on Sundays and other holidays unless specifically told by College administration. In case the canteen is to be opened on holidays and kept open beyond office hours. Principal Govt. College Hisar has option to direct the Tenant person/agency to do so and permission to do so would be specific.

33. Canteen committee reserves the right to take samples of the edibles/raw material from the canteen for the purpose of inspection and testing with a view to maintain the quality.
34. The Tenant person/agency will provide all required kitchen equipment, utensils, crockery, and cutlery of good quality in adequate quantity at his own cost and shall keep them neat and clean before and after its use. No plastic crockery/ polythene items/bags will be used in canteen.
35. A canteen committee will be nominated by the Principal to inspect and ensure hygiene and proper services in the canteen. Inspection of the material supplied can be done at any time by the canteen committee as may be authorized by Principal.
- 36. *In case of deficiency in quality of service and hygiene is noted by the committee due to failure of Tenant person/agency), the Principal can impose a fine of Rs. 1000/- at first instance and subsequent lapse a fine of Rs 2500/- and for third instance a fine of Rs. 5000/- shall be imposed. If the lapse is repeated for the fourth time the Security money shall be forfeited and the contract shall be terminated.***
37. The Tenant person/agency will ensure that hazardous or inflammable or any intoxicating material is not stored in the canteen premises.
38. The Tenant person/agency shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen. Tenant person/agency shall not be permitted to make any structural additions and alterations in the canteen without written sanction of the College administration.
39. The Tenant person/agency shall be responsible for all damages or losses to College property by the Tenant person/agency or his staff and shall be liable to make good any such loss or damage excepting those due to reasonable use or war and tear or such as caused by an act God.

40. College administration will not be in any way responsible for any loss or damages accruing to any goods, stores or articles that may be kept by the Tenant person/agency in the canteen premises including kitchen and other rooms.
41. The Tenant person/agency will have a bare permission only to run the canteen in the College premises during the Contract period and nothing contained in this document shall be construed as demise in law of the said College premises or any part thereof and shall not give any legal title or interest to Tenant person/agency .
42. The Tenant person/agency shall indemnify the client against all losses, damages, compensation etc. under the provision of Haryana shops and essential act or modification if any and other law, issue relating or made herein under from time to time.
43. The Court at Hisar will have jurisdiction over all legal disputes under the agreement.

Principal,

Government College, Hisar

## Annexure I

### LIST OF ITEMS TO BE AVAILABLE IN CANTEEN IN GOVERNMENT COLLEGE, HISAR

Sr. No.	Name of items	Quantity	Fixed Rate by college
1	Tea per cup	125 Milliliters	10 Rs.
2	Dip Tea per cup	125 Milliliters	10 Rs.
3	Samosa	150 grams	12 Rs.
4	Bread pakoda	150 grams	12Rs.
5	Coffee simple	125 Milliliters	15Rs.
6	Coffee xpresso	125 Milliliters	20Rs.
7	Barfi khoya	50 gram	15 Rs. 350 Rs. per kg
8	Barfi besan	50 gram	10 Rs. 250 gram desi ghee
9	Rasgulla/gulab jamun	50 gram	10 Rs. desi ghee 200 Rs. kg
10	Kachori	150 gram	12 Rs.
11	Mathi	50gram	7 Rs. per piece
12	Mutter	100gm	140 Rs. per kg
13	Patties vegetable	125gm	15 Rs. per piece
14	Patties paneer	125gm	20 Rs. per piece
15	Chhole Bhature	Per plate	50 Rs. per plate ( 2 bhature and 150 gram Chhole)
16	Tikki without chhole	Per plate	20 Rs. per piece
17	Tikki with chhole	Per plate	30 Rs. per piece
18	Veg sandwich	per Piece	20 Rs. per piece
19	Fresh juice Mausami	200ml	25 Rs.
20	Banana/Mango shake	200 ml	20 Rs.
21	Chocolate Dairy Milk Nestle extra	Rate as per quantity	As per MRP
22	Dahi ( Vita/ Amul/ Madhusudan/ Lakshya/ verka )	Rate as per quantity	As per MRP
23	Lassi sweat	200 ml	15Rs.
24	Lassi namkeen	200 ml	15Rs.
25	Cold drink Sprite Limca dew thumbs up Maja extra	Rate as per quantity	As per MRP
26	Readymade snacks	Rate as per quantity	As per MRP
27	Biscuit/Bhujia	Rate as per quantity	As per MRP
28	Lunch	04 Chapati, Dal ,Sabji and Rice	50 Rs.

**Note:-The selling of any other item in canteen may be allowed with the prior permission of college canteen committee and Principal.**