

**DETAILED TERMS AND CONDITIONS REGULATING THE USE OF THE
CANTEEN TOTAL AREA IN THE EXECUTIVE HOSTEL OF CRISP BEING
LEGALLY BINDING ON THE CONTRACTOR UNDERTAKING TO RUN &
MANAGE IT**

General Terms:

1. There shall be an agreement that shall remain in force for a period of one year effective from to unless the agreement has been renewed or terminated earlier than the agreed period of 1 year.
2. Contractor shall be present for atleast 80% of the time in the Canteen. In case subletting or poor services or non-adherence to instructions is observed by the CRISP Authority, the First Party, the contract shall be terminated.
3. The Contractor shall agree to supply to the students/participants/guests of CRISP in the Dining hall of the canteen at **specified times, various items as per particulars** mentioned in the **MENU-cum-PRICE BID(Annexure – 1(1))**, which is part and parcel of the Service Contract.
4. Supply of items on credit shall be at the Contractor's own risk and CRISP shall not take any liability for such credit and recovery thereof.
- 5.1 The said items shall be of standard quality and shall be strictly in accordance with the Prevention of Food Adulteration Act. In case of any violation of the Act, the Contractor shall be solely and wholly responsible for the consequences that follow.
- 5.2 The Contractor shall also furnish a declaration/undertaking to this effect to the appropriate authorities of the First Party, as and when required.
6. CRISP shall exercise strict control on the operations of the canteen particularly the timely supply of the items in the manner laid down hereinabove or under any other rules framed in this behalf in the interest of discipline and efficiency. CRISP shall also exercise control on quality and quantity of items, being made available in the Canteen.

Financial terms:

7. The contractor shall deposit with CRISP an amount of Rs. 2000/- (Rupees Two thousand only) per month towards maintenance expenses. This deposit shall be in addition to the charges / rate specified in this Statement in various parts.

8. The Contractor shall agree to keep with CRISP a Security Deposit of Rs. 1,50,000/- (Rupees One lakh fifty thousand only) in the name of “CEO, CRISP, Shyamla Hills, Bhopal” either in the form of a DD or FDR payable at Bhopal. The FDR shall be returned on the termination of this Contract.
9. The Contractor shall agree to pay all the taxes and any other charges in respect of the said canteen, as per Govt. Rules in vogue.
10. CRISP shall not facilitate transport for bringing any goods for use in the canteen, for example, raw material, fuel etc.
11. CRISP shall allow the contractor free use of the canteen premises, the catering utensils, water, electrical fittings/appliances, furniture and fixtures, cutlery, electric energy to enable the Contractor to run the canteen services for the benefit of the Students/Participants/Guests of CRISP.
12. The Contractor **shall not use** electric energy for cooking purposes and shall not take out additional connections from the standard fittings in the canteen building for using appliances without prior permission of the CRISP Management.
13. The Contractor shall have to make his own arrangement for cooking fuel i.e., gas etc. CRISP shall not guarantee the supply of gas but in case CRISP is called upon to make any arrangement, the Canteen Contractor shall meet such expenses, if any, CRISP is called upon to incur initially. The Contractor shall ensure that all his canteen staff are trained in the use of LPG cylinders and all other appliances allowed to be used in the Canteen and they shall **observe all safety precautions** mentioned in the List enclosed at **Annexure – 1(2)**.
14. In case of damage to any part of the building or furniture, fixtures, fittings, equipments and/or other properties of CRISP, full cost of such material shall be deducted from the Contractor’s monthly bill and cost of any other major damages shall be deducted from the Security Deposit.
15. CRISP shall provide from time to time various appliances, utensils other than crockery, (cups, saucers, dishes, glasses, bowls and fuel etc) which, in its opinion, are necessary for the Contractor to possess for use during the pendency of the Contract.

Terms governing maintenance of Hygiene in the Canteen and all the related areas:

16. The Contractor shall be responsible for maintaining cleanliness and neatness at the Canteen, kitchen, store room, surrounding area and also maintain the utensils in perfect hygienic conditions.
17. Packed Food/cooked items brought in the Canteen from the market from shall be ensured to be well within the expiry dates. No stale food shall be supplied at any time. Vegetables/Food /cooked food must be kept in cover/fridge/deep freezers at all times, as required.

18. Use of polythene bags shall be strictly forbidden within the premises of CRISP except for garbage collection and its disposal for which large size polythene bags shall be kept in the dust bins and the dust bins shall be cleared daily.
19. The Contractor shall not transfer or assign its function under this agreement to any third party without prior written permission of CRISP Authorities.
20. (i) The Contractor shall not use CRISP premises for stay of any family or outsiders beyond the working hours of the Canteen.
(ii) The responsibility of the Contractor for house-keeping / cleanliness shall extend to areas beyond the canteen / related areas, he or his employees use for various purposes.

Maintenance of the Cafeteria / Canteen :

21. It shall be the responsibility of the Contractor to clean and maintain the furniture, electrical fittings, dining hall, kitchen etc. The Contractor shall, on expiry of the contractual period or its termination earlier than the defined period return all the appliances / equipments, utensils, furniture, fixtures, electrical fittings, cutlery etc., **in the same condition as handed over to him at the start of the canteen** except for reasonable wear and tear. Any loss or damage due to breakage or any other cause/s shall be made good by the Contractor at his own cost. The list of Canteen articles handed over to the Contractor for use during the contractual period is given in **Annexure – 1(3)**.

Security Issues:

22. The Contractor shall not use or permit the use of the canteen premises for any purpose other than the one for which it is permitted. CRISP reserves its right to have overall control over the canteen building, furniture and other facilities provided to the Contractor to enable him to run the Canteen efficiently.
23. The Contractor shall adhere strictly to the defined working hours of the Canteen as laid down by CRISP and ensure that the Canteen shall remain closed for inmates of the hostel beyond those working hours. **Please see Annexure- 1(4)**.
24. The Contractor shall not allow any students/participants/guests of CRISP to enter the canteen and to avail of the canteen services at any time except the permitted working hours specified by the CRISP Authority (see Annexure 1(4). This can be changed /revised by the CRISP Authority from time to time as per requirement.
25. The Contractor shall allow Authorities of CRISP at all times to enable them **to inspect** the Canteen while it is at work.
26. The Contractor shall abide by all the rules and regulations of CRISP as applicable from time to time and shall specially **undertake** that all the incoming and outgoing materials shall be subject to check by the Security staff at the Gate.
27. The Contractor shall not affix without prior written consent of CRISP Authorities any bills, hoardings, notices, placards, advertisements either inside or outside the canteen building.

28. The Contractor shall, with the expiry of the term of the Contract or its termination at a date earlier than the defined time and date, peacefully surrender to the CRISP Authority, the canteen premises, appliances, utensils, fixtures, fittings etc. lent to him for running the Canteen. **(List at Annexure-1(3))**.
29. The Contractor shall employ sufficient number of employees who shall have attained 18 years of age and declared medically fit by the Medical Officer authorized by CRISP. The medical report shall be maintained by the contractor & be produced on demand.
30. The Contractor shall be personally responsible for the conduct and behavior of his employees. The employees engaged by the Contractor shall not be deemed to be employees of CRISP under any circumstances, since there shall not be any privities of Contract between CRISP and the employees engaged by the Contractor.
31. The Contractor shall agree to pay emoluments to his employees as per Statutory requirements and also comply with all legal requirements such as payment of contribution towards Employees State Insurance Scheme, Provident Fund etc. as per Contract Labour Act 1970.
32. The Contractor shall give proper uniform to his employees and they shall appear in CRISP/its Canteen in proper Uniform only.
33. The Contractor alone shall be liable for payment of any compensation to his employee(s) having suffered any accident caused by fire, litigation, or in any other manner. The Contractor shall also take appropriate Insurance Policy to cover such eventualities. CRISP shall, on no count, be liable for payment of any compensation. In the event CRISP is made liable, the Contractor shall indemnify CRISP against all such payments.
34. The Contractor shall not make CRISP liable for any law suit and/or litigation filed by any of the employees of the Contractor. In the event of any suit and/or litigation filed by the employee of the Contractor against CRISP, the Contractor shall indemnify CRISP and shall bear all expenses incurred by CRISP in defending such suit and/or litigation.
35. The Contractor shall have to carry out the instructions given by the CRISP Authority in the matter of Canteen Management. Non-compliance of these instructions shall be treated as breach of the Contract, for which a penalty shall be imposed upon the Contractor. Non-compliance of these instructions may also result into rescission of this Contract.
36. In case of non-observance / non-performance in respect of any of the provisions of the Contract by the Contractor, CRISP shall be at liberty to terminate the Contract at any time no sooner such incident occurs.
37. Either party can terminate the agreement during the pendency of the current term by giving 30 days notice in writing to the other party. In any case, the Contractor shall continue to run the canteen till an alternate arrangement is made by CRISP.

38. The Contractor is bound to abide by the rules and regulations of CRISP during the Contract period and also shall not share any documentation outside CRISP.
39. Any relaxation or indulgence granted by CRISP to the Contractor shall not, in any manner, strictly prejudice the rights of CRISP under the proposed Agreement.
40. The Agreement in relation to the canteen services shall be subject to the jurisdiction of the Courts of Law in Bhopal and no other Courts shall have jurisdiction in any litigation arising out of the Contract or an Agreement to be signed between the two parties in the matter of canteen services.

Other Mandatory Obligations:

1. Force Majeure :

If, in case of force majeure, the Vendor is unable to perform his obligations under this contract he shall give notice thereof to the buyer within 15 days after the occurrence of force majeure. Force Majeure shall mean the presence of circumstances which independent of the will of the contracting parties arise after the conclusion of the contract and which impacts its normal fulfillment.

Force majeure clause and clauses requiring the supplier to arrange free training of CRISP staff with a view to familiarizing them with the working of the equipment either at the works of the supplier / manufacturer or at CRISP, Bhopal after installation of the machine shall be appropriate for heavy/precision machines and equipment or items covered by bulk order.

2. Confirmation of Order :

The Vendor shall confirm the Contract by signing one of two copies of the Contract. The contract becomes valid only when its copy, bearing the legally-binding signature of the Vendor, has been received by the contractor. Acceptance/confirmation of the order by the Vendor shall mean his acceptance to these terms and conditions.

3. Amendments :

Modifications and supplements to this are valid only when made in writing, Verbal amendments shall not be valid.

4. Partial invalidity :

One or more provisions of this contract rendered invalid shall affect the validity of other provisions. In the event of the invalidity of particular provision(s), the respective invalid provision(s) shall be deemed replaced by such provisions as come closest to the economic purpose intended by the contracting parties.

5. Settlement of disputes:

If any dispute arises during a transaction, efforts shall be made to settle them amicably. In case, it is decided to take recourse to legal action, **jurisdiction of the courts of law shall be Bhopal.**

6. Advance payment:

Advance payment shall be avoided as a matter of rule. Whenever, payment in advance is agreed under strenuous circumstances, payment to the extent of 90% of the cost of equipment could be made against valid proof of dispatch and in those cases only, where the supplier is accredited, well known and reputed.

7. Safety clauses:

(i) Earnest Money Deposit:

For exceeding Rs. 25,000 and above, Earnest Money shall also be deposited @ 5% of the total cost while for services of the value exceeding Rs. 2,00,000/- the Earnest Money shall be deposited @3% of the cost of the machine/material. Earnest Money shall be deposited through Demand Draft payable to "CRISP Society", Bhopal (payable at Bhopal). Please

note that the compliance of the condition given in clause 17(i) is mandatory and no relaxation is possible. We promise to return the EMD to unsuccessful bidder immediately. **There is an option of deposit of the EMD in the form of FDR of any nationalized Bank.** The FDR shall be pledged to “CRISP Society”, BHOPAL and be for a period covering the contract period covered by the Agreement that will be entered into between CRISP and the Service Provider. In that case, the bidders get the FDR back with full interest accruing thereon. This option can be tried in the case of Performance Security too. **Thus, virtually, there is absolutely no financial loss to the bidders.**

(ii) Performance Security:

Performance Security @2% of the value of the order shall be deposited as a measure for regulating the supply of goods / machines and for ensuring the required performance throughout the period of warranty/guarantee.

8. These conditions shall form integral part of the procurement order. Conditions at Sr. No. 1 & 7 shall apply in case of particular machines / equipment only.
9. CRISP is free to specify its instructions with regard to **packing** as per the needs and requirements. For example, if the machine is being imported, it shall require **seaworthy packing** only.

All these conditions shall be integral part of the AGREEMENT to be signed between the successful Vendor and CRISP to regulate the canteen services during the pendency of the Contract.

Note: The bidders are requested to sign **each paper and put their official seal on** this document **as also the Annexures** referred herein and affix their official seal.