

Terms and Conditions of Cafeteria/Canteen at Mini Sectt. , Panchkula.

1st Party- DCWO on behalf of DCCW, Panchkula

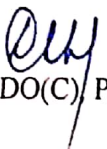
2nd Party-Contractor /Allottee


1. Cafeteria/Canteen will be allotted to the eligible candidate /applicant initially for period of two years. Cafeteria/Canteen can further be extended for one year depending upon satisfactory work and conducts which depends upon competent authority. The Cafeteria/Canteen will allotted through tender by inviting applications by publishing notice in newspapers.
2. The space will be provided by the 1st Party where Canteen/Cafeteria is already running at 2nd floor at Mini Sectt. , Panchkula in Parking building and other operational expenditure shall be borne by the allottee. The allottee shall be required to enter into an agreement with 1st Party. The allottee shall abide by all terms and conditions of booth finalized by competent authority (DC-Cum-President or DCWO on behalf of competent authority).
3. The age of the applicant should be 18 years to 55 years on the last date for submission of application.
4. Processing fee of Rs 100/- Only will be deposited by the applicant along with the application which will be non- refundable.
5. An amount of Rs. 25,000/- will be deposited by the applicant for participating in auction along with the application form in the shape of Demand Draft, in Favor of District Council for Child Welfare which will be refunded without interest to the unsuccessful applicants, once the process of finalization of the allotment is completed.
6. The total security which is fixed @ 50,000/- is non interest bearing and the successful candidate will deposit the balance security amount of Rs.25000/- within 24 hours of allotment. The amount of security will be refunded to the allottee after completion of duration of agreement. If successful candidate failed to deposit rest security amount within 48 hrs. than his security will be forfeited and name of next candidate of waiting list will be considered.
7. The allottee will have to deposit three month's rent in advance only in the form of cash/Demand Draft or through NEFT and the fixed rent will be deposited before 7th of every month beyond which fine of Rs. 100/- per day will be charged. If second party continuously fails to deposit the rent timely from last two months then his pending rent will be adjusted out of advance rent and his security will be forfeited. The agreement will be treated as cancelled.
8. The rent of Cafeteria/Canteen will be increased @ of 10% after completion of two years from the date of execution of agreement between 1st and 2nd party.
9. Second party is ready to run Cafeteria/ Canteen at the campus of Mini Secretariat (Extension) Sector-1,Panchkula for general public/staff and officers of mini Secretariat. Cafeteria has to cater Breakfast, Lunch, Snacks, Beverage and similar arrangement for meetings in Mini Sectt from time to time, which should include vegetarian snacks, lunch, packed luunch,tea and coffee. Hygiene shall be ensured by regular cleaning of premises, use of fresh fruits/vegetables and fresh rations. Only sealed ration shall be used. Drinking water shall be RO certified and bidder will be responsible for regular serving. Seating arrangement and well trained serving staff will be the responsibility of successful bidder.
10. An affidavit shall be given by the allottee that he will,not sub-let, transfer, sub lease, or dispose of in any other manner, a part or whole of the allotted Milk booth to anyone else. In case it is found that booth has been sublet, sold, transferred, sublease, to any party by the allottee, the allotment will be

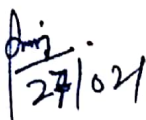
cancelled immediately without issuing any notice & security and advance rent will be forfeited & agreement will be treated as cancelled.

Further an affidavit as regard to black list/debarred be given by the firm i.e. NOT BLACK LISTED/PUNISHED/DEBARRED by any Govt. or their PSU/INSTITUTE.

11. The Cafeteria/Canteen will have to be made functional by the allottee within a period of one month from the date of allotment and rent will start from the date of starting or one month whichever is earlier.
12. In case contractor/Allottee wants to surrender the Cafeteria/Canteen before completion of contract period he/she has to give 2 months notice in advance. If he/she fails to do so security and advance rent of three months will be forfeited.
13. In the case of death /mishappening of Cafeteria/Canteen allottee, the Cafeteria/Canteen may be transferred to his/her nominee/legal representative on submission of an application along with transfer fee of Rs. 25000/- and supportive documents on same existing terms and conditions.
14. A penalty of Rs. 5000/- and Rs. 10,000/- at first and second instances respectively shall be imposed in case an allottee is found indulging in selling non-permissible item. On third occasion, the allotment of booth will be cancelled & security and advance rent will be forfeited.
15. The second party will be responsible for making payment of electricity bill timely to DN (DC office Panchkula) and other bills i.e water bill & for other expenses related to booth.
16. Office of Deputy Commissioner reserves the right to get period inspections through its empowered authorities to ensure the quality and quantity of food stuff and consumables etc. being offered/served for sale without any hindrance.
17. Second party will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen.
18. Second party is ready for adequate number of dustbins as per Municipal Corporation norms to ensure proper disposal of garbage/peels/rappers. There should not be any littering of unused food or any other articles within the Cafeteria/Canteen and its vicinity.
19. The Canteen/Cafeteria shall remain open 8:00 AM to 6:00 PM on all days. However depending upon the exigencies, the contractor may be required to keep the Canteen/ Cafeteria open or close as per requirement of office of Deputy Commissioner from time to time.
20. The contractor will comply with provisions of Child Labour Laws.
21. At the time of evacuating/leaving the premise the contractor shall handover the possession back to the DCCW in good/intact and usable condition. If the contractor fails to do so, then the DCCW reserves the right to take appropriate action against the firm to recover the loss.
22. If complaints are received with regard to lack of proper service or adulteration or malpractices, charging higher rate, then the 1st party reserves the right to take appropriate action including cancellation of the booth without assigning any notices.
23. The dispute, if any, shall be referred to competent authority i.e. DC-cum-President and arbitrator. As sole Arbitrator the decision of DC will be final & binding on both parties.
24. The allottee shall be responsible for maintenance of the Cafeteria/Canteen in proper condition. It shall be his responsibility to carry out the required repairs and repaint the booth at suitable intervals. He/She will hand over the booth to 1st party (after completion of duration) in good condition if found any damages, shall be repaired by 2nd party.
25. 1st party have the right to change the above mentioned terms and conditions, if required.


SDO(C) PkI


AO, DC Office, PkI


27/02
DCWO, PkI