

**North Delhi Municipal Corporation**  
**Remunerative Projects Cell**  
**16<sup>th</sup> Floor, Civic Centre, Minto Road, New Delhi.**

NO. DC(RP CELL)/NDMC/2015/ 182

Dated : 25/03/2015

Request for Proposal for Qualification

All the Interested Parties

**Sub :** Request for proposal for submission of qualification documents for selection of caterer to provide catering/canteen services in North DMC at Ground Floor, A-Block, Dr. S.P.M. Civic Centre, Minto Road, New Delhi for a period of one year extendable by another one year.

1. North DMC intends to select a caterer to provide catering/canteen services in North DMC at Ground Floor, A- Block, Dr. S.P.M. Civic Centre, Minto Road, New Delhi for a period of one year extendable by another one year.

2. Accordingly, the interesting parties, meeting the following qualification criteria, are requested to submit their proposal along with qualification documents:

a) Any sole proprietorship/ partnership/private/ public limited firm who are providing catering/canteen facilities to any govt. organization/agency/ department(s).

b) The sole proprietorship/ partnership/ private/ public limited firm must:

- i. have an average annual turnover of Rs. 50 crores in each of the last three last three financial year ended on 31.03.2014. Copies of Audited Balance sheets and Profit & loss Account statements must be submitted in support of the average annual turnover duly signed by the authorized signatory.
- ii. Be a profit making organization in each of the last three financial year ended on 31.03.2014.
- iii. Performance Certification for providing/ having provided satisfactory Canteen/ Catering services during the the last 2 consecutive financial years ended on 31.03.2015 from at least one customer/ client – Govt. Department, in the format prescribed in Form IV must be submitted.

3. The Proposal submitted for this request for qualification must be valid for at least 30 days from the date of opening of the qualification documents of all the interested parties.

4. The selection of qualified caterer shall be made by the Competent Authority, North DMC on the basis of recommendations of the Committee constituted in this regard. The Committee shall evaluate best proposal based on the financial strength, experience and ability to provide best of the catering/canteen services.

5. The proposal along with supporting qualification documents addressed to Deputy Commissioner (Remunerative Projects Cell), North DMC must be submitted physically, in a sealed cover, to the Administrative Officer (R P Cell), 16<sup>th</sup> Floor, E-1 Block, Dr. S P M Civic Centre, Minto Road, New Delhi-110002, Tel. No. 011-23226605, E-mail ID : [ndmc@mcd.gov.in](mailto:ndmc@mcd.gov.in)

6. The last date of submission for proposal is on or before: 01.04.2015 (upto 5 PM)

7. The proposals will be opened, in the presence of representative(s) of the participating parties who choose to attend, on 06.04.2015 at 11 AM in the Conference Hall, 25<sup>th</sup> Floor, E-1 Block, Dr. S P M Civic Centre, Minto Road, New Delhi-110002.

8. The other terms and conditions for this request for proposal are given in the enclosed document.



**Administrative Officer**  
( Remunerative Projects Cell)  
North Delhi Municipal Corporation

**TERMS & CONDITIONS OF ALLOTMENT FOR PROVIDING  
CATERING SERVICES AT CANTEEN A BLOCK, CIVIC  
CENTRE**

**SECTION 1**

**1. Firm Rates**

- 1.1. The rates of various food/ beverage items shall be as per "Schedule 1 – Schedule of Rates/ Quantities". These rates shall remain firm and final and shall not be subject to any upward modifications, on any account, whatsoever, during the period of the Contract.
- 1.2. However, increase in rates due to inflation can be considered by North D.M.C and mutually agreed, after initial period of contract. The rates of various food/ beverage items, served as a part of main menu, shall however be subject to annual revisions in rate, on the basis of W.P.I. (Wholesale Price Index) of food items, milk, sugar & tea and the worked out rate shall be rounded off to nearest Rupee.
- 1.3. The North D.M.C, however, reserves the right to review and negotiate the rates of various food/ beverage items at the beginning of the each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

**2. Contract Performance Security**

- 2.1. The Caterer will submit a Fixed Deposit Receipt (in original), made in favour of "Commissioner, North Delhi Municipal Corporation" for a sum equal to **Rs. 3.00 lacs**, to North D.M.C as Contract Performance Security, within 15 days of the receipt of notification of award from the North D.M.C.
- 2.2. The Contract Performance Security is required to protect the North D.M.C against the risk of Licensee's conduct which would warrant the security's forfeiture.
- 2.3. The Earnest Money Deposit (EMD)/ Security may be forfeited in the case the allottee fails to sign the Contract.

**3. Financial Solvency**

The Caterer must have a solvency of **Rs. 7,00,000/- (Rupee Seven Lakhs Only)**. A certificate to this effect may be enclosed, in original, from the Banker of the interested firm.

**4. Performance Certification**

Performance Certification for providing/ having provided satisfactory Canteen/ Catering services during the last 2 consecutive financial years ended on 31.03.2015 from at least one customer/ client in the format prescribed in Form IV must be submitted.

**5. Other Requirements :**

- (i) The Caterer must have valid PAN And Service Tax No. of the Company/ Firm. All relevant supporting documents mentioning these numbers
- (ii) If the family member(s) of any employee of North Delhi Municipal Corporation or any other Municipal Corporation in Delhi is/ are associated with the intending party, the same fact should be clearly disclosed in their acceptance letter. A self-declaration duly signed by the Chief Executive Officer/ Managing Director/ Country or Regional Head in this regard **must be submitted**.
- (iii) The interested party should not have been convicted under anti-corruption policy of Government of India / Government of NCT of Delhi / any ULB in Delhi and blacklisted by them. If ever blacklisted, the information with brief facts of such instances must be disclosed up front in the Acceptance Letter. A self-declaration duly signed by the Chief Executive Officer/ Managing Director/ Country or Regional Head **must be submitted**.
- (iv) The interested party/partners/ directors must not have any outstanding dues towards the North Delhi Municipal Corporation/ Erstwhile MCD. A self-declaration duly signed by the Chief Executive Officer/ Managing Director/ Country or Regional Head **must be submitted**.

  
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## 6. Local Conditions

- 6.1. It will be imperative on the intending firm to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 6.2. The intending firm is expected to visit and examine the site of North D.M.C and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into contract. The cost for visiting the site shall be at Firm's own cost.
- 6.3. The intending firm and any of their personnel will be granted permission by the North D.M.C to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Firm and their personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 6.4. Failure to visit the North D.M.C office site will in no way relieve the Firm from furnishing any material or performing any work in accordance with the terms and conditions of the offer.
- 6.5. It will be imperative for the firm to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the T & C. The North D.M.C shall not entertain any request for clarification from the Firm regarding such local conditions.
- 6.6. It is the responsibility of the intending firm that such factors have properly been investigated and considered while submitting the bids and that no claim, whatsoever, including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the North D.M.C and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the North D.M.C on account of failure of the Bidder to apprise themselves of local laws / conditions.

## 7. Address for Correspondence

- 7.1. The Firm shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the North D.M.C

## 8. North D.M.C's Right to Vary Scope of Contract at the time of Award

- 8.1. The North D.M.C may at any time, by a written order given to the allottee pursuant to Clause 15 of Section III - General Conditions of Contract, make changes within the general scope of the Contract. Accordingly, the North D.M.C reserves the right to place repeat order (s) of upto 25% of the Contract value. In case of any increase/ decrease in quantities of any item, the Charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.
- 8.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Licensee performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Licensee's receipt of the North D.M.C's changed order.

## 9. North D.M.C's Right to Accept or Reject any Offer

The North D.M.C reserves the right to annul the allotment process and reject offer(s) at any time, without thereby incurring any liability to the affected party or any obligation to inform the affected party of the grounds for the North D.M.C's action.

## 10. Signing of Contract

At the same time as the North D.M.C notifies the successful party that its offer has been accepted, the successful party/ firm will have to enter into a Contract Agreement with North D.M.C, as per draft agreement given in **Appendix C of Section VII**, incorporating all agreements between the North D.M.C, within 15 (Fifteen) Days of issue of Letter of Award on Non-Judicial Stamp Paper of **Rs.100/- (Rupees One Hundred Only)** before taking charge of the Canteen and commencement of the catering/ canteen services.

11. The Licensee shall bear, within the rates specified in "Schedule 1 - Schedule of Rates/Quantities", all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-Caterer's personnel, arising out of this contract. Bidder shall also bear, within the specified rates, the Corporate Tax, as applicable, on the income arising out of this contract.

## Section II- General Conditions of Contract

### 1. Definitions

In construing these conditions, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

"Caterer" shall mean the individual, Sole Proprietary firm, HUF Firms, Firms in Partnership, Limited Company, Private or Public Corporation or Consortium or Joint Venture company and his (their) heirs, legal representatives, assign and successors.

"North D.M.C" shall mean the Commissioner, North Delhi Municipal Corporation or any of his officer duly authorized by him and his legal representatives, assigns and successors and shall be in-charge of the works for the purpose of this contract.

"Manager" shall mean representative of the Caterer having adequate knowledge of Providing of Canteen Services.

"Notice in Writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post or fax or telegraphy or e-mail to the last known private or business address or registered office.

"Year" means the Financial year unless stated otherwise.

"Contract" means the Clauses of Agreement, General Conditions of Contract, Special Conditions of Contract, the License Fee, and Schedule of Rates & Quantities as quoted by Bidder and accepted by North D.M.C, and other terms and conditions as described in the Tender Document.

### 2 Interpretation

2.1 In this Contract unless a contrary intention is evident:

- (a) the clause headings are for convenient reference only and do not form part of this Contract;
- (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- (d) a word in the singular includes the plural and a word in the plural includes the singular;
- (e) a word importing a gender includes any other gender;
- (f) a reference to a person includes a partnership and a body corporate;
- (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- (i) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

### 3. Scope of Contract

- 3.1. The Caterer shall carry out the complete works in every respect relating to Providing of Canteen Services at North D.M.C in accordance with this contract and as per directives and to the satisfaction of the North D.M.C. The Caterer shall strictly abide by "The North D.M.C's Instructions" in regard to the variation or modifications of the quality of food items or the additions or omission or substitution of any food/snack items.

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3.2. All verbal instructions, directions and explanation given to the Caterer or his Manager at the works by the North D.M.C shall, if involving in variations, the same may be confirmed in writing by the Caterer within two days and, if not dissented in writing with in a further period of seven days otherwise such instructions shall be deemed to be within the scope of the contract. Rates of items not mentioned in the "Schedule I - Schedule of Rates/ Quantities" shall be fixed by the North D.M.C after consultation and getting written consent of North D.M.C.

#### 4. Specifications and Schedule of Rates/Quantities

4.1. It is expected that Caterer shall serve a good quality of food/ snacks/ tea/ coffee etc. and which shall be prepared with permissible brand of consumables as listed in **Appendix A**. The weight/ quantity of each item which is to be served has been described in "**Schedule I - Schedule of Rates/ Quantities**". The Caterer has to maintain hygienic environment in the Kitchen, Dining Hall, Stores and surrounding area.

#### 5. Caterer to Provide Proper Canteen Services

5.1. The Caterer shall provide all necessary items for the proper canteen services including Schedule of Rates/ Quantities and Specifications taken together.

5.2. The Caterer shall supply, fix and maintain at his own cost any additional equipment for proper Canteen Services. However, North D.M.C shall provide certain infrastructure including space, furniture items, utensils/ equipment as described in "**Appendix B - Inventory Details**", hereinafter "free of cost" which may be considered as subsidy or grant-in-aid to the Caterer for providing Canteen Services with the sole aim that with the sole aim that the rates of foods/ beverage items shall be as per "**Schedule I - Schedule of Rates/ Quantities**".

5.3. **The Caterer shall be required to pay for the electricity charges, cooking gas charges, & water charges on actual basis, for which sub-meters shall be provided.** The amount based on actual consumption in respect of utilization of these facilities shall have to be paid by the Caterer to North D.M.C.

#### 6. Notices

6.1. The Caterer shall strictly abide by the provisions of any Acts of the legislature relating to the works and also conform to the regulations and Bye-laws of any authority dealing with Labour and quality of food/snack items. The Caterer shall also arrange to settle all notices required by the said Authority or By-laws himself to be given by any Authority, and to pay to such Authority or to any public office, all fees that may be properly chargeable in respect of the work of providing Canteen Services and submit the receipts with the North D.M.C, as and when asked for. The Caterer shall also indemnify the North D.M.C against all claims in respect of Statutory rights, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

6.2. The Caterer shall obtain the necessary statutory Trade License etc. required for the Catering/ Canteen services in the premises of North D.M.C earmarked for Canteen.

#### 7. Injury to Persons and Damage to Property of North D.M.C

7.1. The Caterer shall be responsible for any type of injury to the persons and any damage to the structural or decorative part of property of the North D.M.C (which may happen due to the operation or negligence of Caterer or of his employees). The injury or damage may arise during course of Providing of Canteen Services because of carelessness, accident or any other cause. This clause shall be considered as valid & held to include inter-alia any damage to buildings, whether immediately adjacent or otherwise, any damage to road/streets, footpaths or structure in the complex. The Caterer shall indemnify the North D.M.C and hold North D.M.C harmless/ not responsible in respect of all & any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government otherwise and also in respect of any award of compensation of damages consequent upon such claim. **The Caterer shall arrange to get the rectification and/ or repair work done, in case of any damage to the structural or decorative part of property of the North D.M.C, to the same specifications at the Caterer's own cost.**

#### 8. Insurance

8.1. The Caterer shall indemnify the North D.M.C against all claims which may be made against the North D.M.C by any member of the public and shall at his own expenses arrange within 30 (thirty days) to effect and maintain, until the virtual completion of the contract period from an approved Agency, a policy of insurance worth annual estimated

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## 8. Insurance

8.1. The Caterer shall indemnify the North D.M.C against all claims which may be made against the North D.M.C by any member of the public and shall at his own expenses arrange within 30 (thirty days) to effect and maintain, until the virtual completion of the contract period from an approved Agency, a policy of insurance worth annual estimated cost of work, in the joint names of the North D.M.C and the Caterer against such risks and deposit such policy with the North D.M.C with in the 30 (Thirty) days of the start of the contract. The Caterer shall also indemnify the North D.M.C in respect of any costs, charges or expense arising out of any claims or proceedings and also in respect of any award of compensation of damage arising there from, the North D.M.C shall be at liberty and hereby empowered to deduct the amount of any damages, compensation cost, charges and expenses arising or from or in respect of any such claim or damage from any sums due or to become due to the Caterer (including Contract Performance Security Deposit). The Caterer will himself be responsible for any payment or claim of his employee. He will ensure that such litigations do not affect this contract in any way.

8.2. Unless otherwise instructed by the North D.M.C, the Caterer on signing the contract shall insure the premises of North D.M.C and keep them insured, until the virtual completion of the work against loss or damage by fire and/or earthquake or all other natural calamity by purchasing a Caterer's All Risk Policy including the Workmen Compensation for an overall amount equivalent to annual cost of work, from any office of the Insurance Company of Govt. of India in the joint name of the North D.M.C and the Caterer. The premium to the Insurance Company shall be borne by the Caterer. Such policy shall cover the property of the North D.M.C, his services and shall not cover any property of the Contactor. Caterer shall deposit the policy and receipts for the premium with the North D.M.C within 30 (Thirty) days from the date of signing of the contract. The Caterer has to assign that policy in favour of North D.M.C.

8.3. In default of the Caterer insuring as provided above, the North D.M.C may so insure and deduct the premiums paid from any money due, or which may become due to the contactor.

## 9. Inspection and Supervision

9.1. The facility of Canteen Services will be inspected by North D.M.C or his Authorized Representative from time to time. The directions offered by the North D.M.C or his Authorized Representative shall have to be implemented by the Caterer. The raw materials brought by the Caterer for cooking of food items shall be inspected North D.M.C or his Authorized Representative at random before the same are used for of cooking of finished products.

## 10. Terms of Payment

10.1. **The payments to the Caterer shall be made by the staff member (s)/ visitor (s) themselves and not by North D.M.C.** However, for the catering/ canteen services provided by the Caterer during the Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s), the payment shall be made by North D.M.C as per procedure discussed hereafter.

10.2. No advance payment shall be made to the Caterer in case North D.M.C puts a requisition for supply of food /snacks /tea /coffee etc., for the Official Event (s)/ Meeting (s)/ Seminar (s)/ Conference (s)/ Official Function (s). However, monthly bill for such items shall be payable after submission of the invoice (s) in duplicate. The supply of these items should have proper authorization from the North D.M.C or his authorized representative. The Caterer is to produce three sets of Authorization Slip for signature of North D.M.C or his Authorized Representative. Out of these three slips, two slips are to be enclosed with the two sets of invoice for the item.

10.3. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Caterer shall not be entitled to any interest to be paid by North D.M.C for late payment. However, efforts shall be made to make the payments within a month from the date of receipt of the bill.

10.4. All payments and receipts would be rounded off, i.e., paise 50 or above will be rounded off to the nearest higher rupee and paise less than 50 shall be ignored.

10.5. **Income Tax shall be deducted at source against bills submitted by the Caterer as per Income-Tax Act/ Rules in force from time to time.**

10.6. The payment shall be made after deduction of Statutory Taxes/ Duties through Crossed Cheque/ NEFT (National Electronic Fund Transfer) for which the Caterer has to submit requisite details of his Current Bank account.

*Handwritten signature and initials*

### 11. Date of Commencement and Period of Contract

- 11.1. The Contract for Providing of Canteen Services through this Tender shall come into force within 15 days from the date of award of Contract.
- 11.2. The initial period of the contract will be **01 year extendable by another one year**, at the discretion of North D.M.C, after reviewing the performance of the Caterer.

### 12. Laws Governing the Contract

- 12.1. The contract shall be governed by the Indian laws for the time being in force. However, Caterer has to comply with all the applicable labour laws in connection with canteen services. The North D.M.C has all the rights to ask for submission of the proof of minimum wages paid to his employees and other benefits as admissible under the labour laws from the Caterer and to satisfy the employer on adherence of the labour laws shall be the sole responsibility of the Caterer.
- 12.2. Only courts situated at New Delhi shall have the jurisdiction to entertain the claim or for enforcement of the award.

### 13. Penalty

- 13.1. If the North D.M.C is not satisfied with the quality of eatables served, services provided or behavior of the Caterer or his/her employees, the Caterer shall be served a 24 hours' notice to improve or rectify the defects, failing which North D.M.C shall be at liberty to take appropriate necessary action as deemed fit.
- 13.2. North D.M.C reserves the right to impose penalty, on the Caterer for any serious lapse in maintaining the quality and services including any adulteration by the Caterer or his employees. The decision of North D.M.C for imposition of penalty upto a maximum of Rs. 25000/- or otherwise, shall be final and the Caterer shall accept the decision of the North D.M.C and abide by such decision.

### 14. Delays in the Caterer's Performance

- 14.1. An un-excused delay by the Caterer in the performance of its delivery obligations shall render the Caterer liable to any or all of the following sanctions: forfeiture of its Security Deposits, imposition of penalty, and/ or Termination of the Contract/ Award of Contract/ Work Order for default.
- 14.2. If at any time during performance of the Catering / Canteen services under the Contract, the Caterer should encounter conditions impeding timely delivery of the Catering / Canteen services, the Caterer shall promptly notify the North D.M.C in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Caterer's notice, the North D.M.C shall evaluate the situation and may at its discretion extend the Caterer's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 14.3. If the Caterer request to delay the Catering / Canteen services is not found acceptable to the North D.M.C, Clause 15 shall be invoked.

### 15. Termination for Default

- 15.1. The North D.M.C reserves the right to terminate the contract if it has been found that the Caterer is not complying with his instructions after giving a notice of one month during the probationary period effective from taking over charge of Canteen Services by the Caterer.
- 15.2. The North D.M.C may, without prejudice to any other remedy for breach of terms and conditions of the work order, by written notice of default sent to the Caterer, terminate the Contract/ Work order in whole or in part, if the Caterer fails to provide catering/ canteen services within the time period(s) specified in the Contract, or any extension thereof granted by the North D.M.C pursuant to **Clause 14 (ii)**.
- 15.3. In the event the North D.M.C terminates the Work order in whole or in part pursuant to **Clause 15 (i)**, the North D.M.C may procure, upon such terms and in such manner as it deems appropriate, catering/ canteen services similar to those undelivered, and the **Caterer shall be liable to the North D.M.C, for any excess costs for such similar catering/ canteen services.** However, the Caterer shall continue performance of the Contract to the extent not terminated.

## 16. Termination of Contract

- 16.1. The Contract can be terminated by either party i.e. North D.M.C or the Caterer by giving three months' notice to the other party extendable by mutual agreement till alternate arrangements are made. On termination of contract, the Caterer shall hand over all the equipment/ furniture/ articles etc. supplied by North D.M.C in good working condition.
- 16.2. Further, North D.M.C may at any time issue notices for termination of the contract without assigning any reason whatsoever, it may be. However, such notices shall be applicable from the date of their receipt by the Caterer. On the expiry of the period as mentioned in the notices, the North D.M.C shall issues final letter of termination of contract.
- 16.3. In the event of termination, pursuant to above paragraph of this clause, the Caterer on the instructions of North D.M.C has to cancel supply orders or work orders, which he might have placed with the other vendors.

## 17. Termination for Insolvency

- 17.1. The North D.M.C may at any time terminate the Contract by giving written notice to the Caterer, without compensation to the Caterer, if the Caterer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the North D.M.C.

## 18. Termination for Convenience

- 18.1. The North D.M.C may by written notice sent to the Caterer, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the North D.M.C's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

## 19. Force Majeure

- 19.1. Notwithstanding the provisions of **Clauses 13, 14, 15** the Caterer shall not be liable for forfeiture of its Contract Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Work order is the result of an event of Force Majeure. For Purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Caterer and not involving the Caterer and not involving the Caterer's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the North D.M.C either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a force Majeure situation rises, the Caterer shall promptly notify the North D.M.C in writing of such conditions and the cause thereof. Unless otherwise directed by the North D.M.C in writing, the Caterer shall continue to perform its obligations under the Work order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 20. Dispute Resolution

- 20.1. If during the subsistence of this Work order or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of the Work order or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- 20.2. All disputes, differences and questions whatsoever, which may arise between the Caterer and North D.M.C, in any way arising out of or relating to the terms and conditions or the construction or application thereof, any clause or thing, therein, shall be referred to the sole arbitration of a person appointed by the Commissioner, North D.M.C. There shall be no objection from the Caterer to any such appointment on the ground that the Arbitrator so appointed is a Municipal / Government servant or that he had dealt with the matter to which these presents relate or that in the course of his duties as such Government servant, he had expressed his views on all or any of the matter in dispute. The decision of the arbitrator shall be final and binding on both the parties. All such arbitration proceedings shall be subject to the provisions of the Arbitration and

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conciliation Act, 1996 (Central Act 26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under for the time being in force.

20.3. The Arbitration proceedings shall be held in Delhi, India.

20.4. The Arbitration proceeding shall be governed by the substantive laws of India.

20.5. The proceedings of Arbitration shall be in English language.

20.6. Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with Terms and Conditions of the Tender/ Work Order.

## 21.

### Price Fall

21.1. The Caterer shall provide "Most Preferred Customer" status to the North D.M.C. Accordingly, the prices charged for various food/ beverage items under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells or offers to sell food/ beverage items of identical description to any persons/ organizations including the North D.M.C or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the period of the contract.

21.2. If at any time during the aforesaid period the Bidder reduces the price of food/ beverage items, offers to sell such food/ beverage items to any person/ organization including the North D.M.C or any department of State or Central Govt. or any department of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of offer to sell food/ beverage items to the North D.M.C and the price payable under the contract for the food/ beverage items supplied after the date of coming into force of such reduction or offer to sell food/ beverage items shall stand correspondingly reduced.

## 22.

### Firm Rates

22.1. The rates of various food/ beverage items shall be as per "Schedule I – Schedule of Rates/ Quantities". These rates shall remain firm and final and shall not be subject to any upward modifications, on any account, whatsoever, during the period of the Contract.

22.2. However, increase in rates due to inflation can be considered by North D.M.C and mutually agreed, after initial period of contract. The rates of various food/ beverage items, served as a part of main menu, shall however be subject to annual revisions in rate, on the basis of W.P.I. (Wholesale Price Index) of food items, milk, sugar & tea and the worked out rate shall be rounded off to nearest Rupee.

22.3. The North D.M.C, however, reserves the right to review and negotiate the rates of various food/ beverage items at the beginning of the each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

## 23.

### Forfeiture of Security Deposits

23.1. Security deposits of the licensee shall be liable to be forfeited if the Caterer does not fulfill any of the following conditions:

(a) Contract Agreement not signed in the prescribed form within 15 (Fifteen) days of the receipt of the Letter of Award of the Contract;

(b) The Caterer does not commence canteen services within 15 (Fifteen) days of the stipulated date for commencement of canteen services OR 16<sup>th</sup> day of receipt of letter of award by the Caterer.

## 24.

### Contract Performance Security

24.1. The Caterer will submit a Fixed Deposit Receipt (in original), made in favour of "Commissioner, North Delhi Municipal Corporation" for a sum equal to **Rs. 3.00 lacs**, to North D.M.C as Contract Performance Security, within 15 days of the receipt of notification of award from the North D.M.C which will be refunded after the completion of the Contract and grant of No Objection Certificate (NOC) from the Competent Authority. The Fixed Deposit Receipt, renewed from time to time, will be retained by the North D.M.C for the entire period of the contract and on expiry/ termination of the contract; the North D.M.C shall return the Fixed Deposit Receipt to the Caterer, the Principal Amount of Contract Performance Security **without any interest.**

*[Handwritten signature]*  
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## 25. License and Statutory Permissions

- 25.1 Immediately after the award of work, the Caterer shall apply to North MCD for obtaining necessary licenses for running & maintenance of the canteen at the premises of North D.M.C. The Caterer will be responsible for fulfillment of any requirement by North D.M.C with respect to licensing, sanitation & cleanliness, quality of food / hygiene.

## Section III - Special Conditions of Contract

1. The Caterer shall, prior to the commencement of the operation of contract, make available to North D.M.C, the particulars of all the employees who shall be deployed in the premises of North D.M.C for providing of Canteen Services. Such particulars, inter alia, should include age/ date of birth, permanent address, police verification report and profile of the health status of the employees.
2. The Caterer shall be responsible for engaging adequate number of trained/ semi-trained manpower including a Manager as overall in-charge required for providing good canteen services in North D.M.C and the employees of the Caterer should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
3. The Caterer shall also deploy adequate manpower for work during late hours and on Saturdays/ Sundays, including other holiday (s) if required by the North D.M.C for catering services during seminar, official parties etc.
4. Employment of child labour is strictly prohibited under the law. Therefore, the Caterer will not employ any child.
5. The workers employed by the Caterer shall be directly under the supervision, control and employment of the Caterer and they shall have no connection, whatsoever, with North Delhi Municipal Corporation (North D.M.C), who 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 North D.M.C for employment or regularization of their services by virtue of being employed by the Caterer, against any temporary or permanent posts.
6. The Caterer shall ensure proper discipline among his/ her workers and further ensure that they do not indulge in any unlawful activity.
7. The Caterer shall be responsible for timely payment of wages to his/ her workers as per Minimum Wages Act of Govt. of NCT of Delhi and fulfill all other statutory obligations, such as, Provident Fund, ESI, and Service Tax etc. in force from time to time.
8. The Caterer 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 areas etc.
9. The canteen staff shall be issued Identity Cards bearing photographs. The Caterer shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times during duty hours and maintain them properly.
10. The Caterer shall be personally responsible for conduct and behavior of his staff and any loss or damage to North D.M.C's moveable or immoveable property due to the conduct of the Caterer's staff shall be made good by the Caterer. If it is found that the efficiency of any person employed by the Caterer is unsatisfactory, the Caterer shall have to remove the concerned person and engage a new person within 48 hours of intimation by North D.M.C. The decision of the North D.M.C or his Authorized Representative in this regard shall be final and binding on the Caterer.
11. The Caterer shall not appoint any sub-caterer or sub-contract/ assign the contract to carry out his obligations under the contract.
12. The Caterer shall get the prices of all items approved by North D.M.C and no changes, whatsoever, shall be made without prior written approval of the North D.M.C.
13. The Caterer shall keep and maintain the Canteen and its surrounding areas clean and up-to-date sanitation every day, after the services are over, at his cost. The cleaning includes cleaning of kitchen, canteen hall, floor, counter, benches, tables, chairs, etc. North D.M.C administration 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 and store premises. The North D.M.C reserves the right to appoint officers/ officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by the Caterer.
14. The Caterer will use only branded raw material for preparation of items. The permissible brands of various items are given in **Appendix A**.

