



INDIAN INSTITUTE OF TECHNOLOGY ROPAR  
Nangal Road, Rupnagar, Punjab-140001  
Tele: 01881-242303 /Fax: 223395 Email: arsa@iitrpr.ac.in

NO. 1188-18/AD-ARSA/Cafeteria/Instt/PS/

Dt:27/09/2018

(Advt. No. 124/2018)

**TENDER-CONTRACT FOR CAFETERIA AT IIT ROPAR**

Last date of receipt of Tech. Bids : 18.10.2018 upto 3:00 PM  
Date of opening of Tech. Bids : 18.10.2018 at 3:30 PM

IIT Ropar invites Tender from reputed firms /companies /caterers for running Cafeteria Services at IIT Ropar

**Main Campus: Approximate Users - 900 and growing**

1. CAFETERIA - 1 (Utility Block)

**Transit Campus-I: Approximate Users 1000**

1. CAFETERIA -2 (Near Admin Block)
2. CAFETERIA- 3 (Near Mercury Hostel)

**CAFETERIA-1, CAFETERIA- 2 and CAFETERIA - 3 may be used in the tender document below instead of full names.**

Tender containing detailed terms & conditions can be downloaded from institute website [www.iitrpr.ac.in](http://www.iitrpr.ac.in). Director, IIT Ropar reserves the right to accept or reject any or all tenders without assigning any reasons thereof. The institute will not be responsible for any loss due to postal delay of the documents in transit.

**Tender should be submitted separately for each Cafeteria.**

**Registrar**



**INDIAN INSTITUTE OF TECHNOLOGY ROPAR**  
**Nangal Road, Rupnagar, Punjab-140001**  
Tele: 01881-242303 /Fax: 223395 Email: arsa@iitrpr.ac.in

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**TENDER- FOR CAFETERIA AT IIT ROPAR**

Two bid tender (a) technical bid consisting of all technical details along with commercial terms & conditions and EMD and (b) financial bid indicating the item wise price for the items mentioned in Technical bid sealed in separate cover and both further sealed in one envelope are invited from reputed firms /companies /caterers for running Cafeteria Services at IIT Ropar as under:

**Main Campus: Approximate Users - 900 and growing**

**1. CAFETERIA - 1 (Utility Block)**

**Transit Campus-I: Approximate Users 1000**

**1. CAFETERIA -2 (Near Admin Block)**

**2. CAFETERIA- 3 (Near Mercury Hostel)**

Tender containing detailed terms & conditions can be downloaded from institute website [www.iitrpr.ac.in](http://www.iitrpr.ac.in). The Director, IIT Ropar reserves the right to accept or reject any or all tenders without assigning any reasons thereof. The institute will not be responsible for any loss due to postal delay of the documents in transit.

**Tender should be submitted separately for each Cafeteria.**

## TECHNICAL QUALIFICATIONS FOR THE TENDER

### Eligibility criteria

1. The firm/agency/contractor should have minimum of 2 (two) years or more experience in similar activities.
2. Should have Valid PAN/Goods and GST No. Registration with appropriate license to run the Cafeteria service.
3. Tender Fee of Rs 1,000/- (non refundable) plus GST as applicable separate for each Cafeteria and EMD of Rs. 10,000/- separate for each Cafeteria. The EMD has to be deposited in the form of Demand Draft favouring the “IIT Ropar Revenue Account” payable at Rupnagar or FDR pledged in favour of “IIT Ropar Revenue Account”. Tenders without Tender Fee and/or EMD will not be considered.
4. The successful tenderer is supposed to fulfil all the statutory requirements provided by the acts governing labour laws such as Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Child Labour (Prohibition & Regulation ) Act 1986, etc and any other such relevant acts & provisions thereof. Also it is the duty of the successful tenderer to ensure that all the Govt. policies are being followed.
5. No two eateries of any kind will be given to the same vendor, firm or person to avoid monopoly of any kind. The scope of this clause also applies to the contractors who are presently running the messes in IIT Ropar.

### **Terms and conditions**

- 1 Bidder has to submit separate Tenders, if they desire to apply for more than one Cafeteria.

#### **2 Contract Period:**

The contract will initially be for a period of one year and it may be extended for a further period of one year at a time after reviewing the performance of the firm by the Utilities Management Committee and on mutual consent with agreed upon terms and conditions.

#### **1. Submission of Proposal:**

The following documents and information must be submitted along with the Tender:

- A. Brief description of the firm/company, including an organisation chart and number of employees on roll

- B. The Technical Bid should contain application form (Annexure A) along with following documents:
- Name of the Firm with Complete Address, Phone and Fax No, Email ID, along with the details of branches if any.
  - The status of the Firm: Proprietary / Partnership / Registered Company / Cooperative Society.
  - Affidavit to be signed by the Director/CEO of the company/firm stating that the firm has not been debarred or blacklisted for any service / supplies by any organization / Educational Institute / University, and no criminal case / legal proceeding or industrial dispute is pending or contemplated against the firm.
  - Certificate of satisfactory performance issued within last one year from such clients to whom the services of comparable value are being/have been extended. Name, address, and contact of such clients shall also be mentioned.
  - PAN Number,
  - GST Registration Certificate
  - Copy of ESI and P.F. Registration Certificate.
  - Copy of FSSAI certification
  - Duly signed Undertaking (Annexure – A), Agreement (Annexure-B) for Cafeteria Contract for Hostels of Indian Institute of Technology Ropar
  - Duly signed “Certificate of Ethical Practices (Annexure – C)
  - **After completion of the technical qualification process, the successful bidders (based on their TENDER application) will be intimated separately to open price bids within a stipulated period.**
  - The intending firms have to give a presentation before the committee constituted for this purpose at **IIT Ropar** at their own cost as and when asked. (Please see Bid Evaluation Scheme).
  - The Tender should be submitted in a sealed cover by superscribing the envelope with “**Tender for Cafeteria Services at the IIT Ropar**” with relevant enclosures to the following address.

**The Registrar,  
Utility Block, Indian Institute of Technology Ropar,  
Birla Farms, Permanent Campus, Rupnagar-140001.**
  - **p** The Director IIT Ropar reserves the right to accept or reject any Tender without assigning any reason and any liability or any obligation to inform the affected firms, the reasons for IIT Ropar action is not binding.
  - The Bidder or his authorized representative may remain present during opening of the TENDER which will be communicated separately.
  - Unrealistic financial quote for any item will lead to rejection of bid.
- All the documents enclosed should be arranged and submitted in the same serial order as they appear on the qualifications for the bid.

- The successful tenderer shall have to deposit security of Rs.1,00,000/- in the form of Fixed Deposit Receipt duly pledged in favour of the “IIT Ropar Revenue Account” valid for a period of Fifteen months.
- Information has to be filled in as per the specified format, i.e., Application Form.
- Information should be limited to the applicant. If any relevant data concerning the group of companies to which the applicant belongs is desired to be given, the same may be given separately in supplementary sheet.
- Application of the tenderer not providing full details or with incomplete details shall be rejected.
- The successful tenderer shall have to submit an undertaking as per Annexure-A which will become part of the agreement (as per Annexure-B). Both the undertaking and agreement need to be given on Non Judicial Stamp paper of Rs. 100/- each.
- Successful bidder will not sublet/award canteen to anyone.
- Violation of any norms or terms & condition will render termination of the contract with immediate effect and the institute reserves the rights to award the contract to the next bidder.
- The decision of the Director IIT Ropar in awarding the contract is final.

## **BID EVALUATION SCHEME:**

### **Presentation by the qualified Bidders**

1. The technically qualified bidders are required to make the presentation on the parameters mentioned in the format below. The following parameters will be used to evaluate the tenderer’s credentials to serve the Institute as per the requirement. The score gained will be considered in the final score for each tenderer.

S.No	Description	Max Marks	Marks Obtained
1	Investment and Start-over Plan	5	
2	Resourcefulness and Capacity of the Firm	10	
3	Manpower deployment plan	5	
4	Experience in providing Cafeteria Services to educational institutes of high repute	10	

### **Financial Bid Evaluation**

The Institute will open the financial bids of technically qualified bidders.

### **Scoring of Financial Bids for Cafeteria:**

The scores for submitted financial bids will be computed as below;

Menu item category (The extensive category wise list of all items has been provided in the 'Menu'.)

1. Routine Items. - average price of all items in category 1 = A
2. Maggi, paranthas. etc.- average price of all items in category 2 = B
3. Shakes etc: - average price of all items in category 3 = C
4. Snacks etc. - - average price of all items in category 4 = D
5. Veg, non-veg platters: - average price of all items in category 5 = E
6. Continental: - average price of all items in category 6 = F

Tender price quoted by representative tenderer =  
 $0.15*A+0.15*B+0.125*C+0.1*D+0.125*E+0.05*F.$

Normalized Financial Bid Score (Y):  $\frac{(\text{Lowest Tender Price}) * 70}{\text{Tender Price Quoted by representative tenderer}}$

The Lowest Tender Price is the lowest of "Tender Price Quoted" of all bidders.

Marks in presentation (out of 30) = Z

Final marks obtained by tenderer against his/her submitted bid = Y+Z.

### **SPECIAL CONDITIONS OF THE CONTRACT**

1. The firm/agency/contractor should have understanding of the cafeteria content of work involved at the educational institutions/similar reputed institutions and the needs of students, faculty and officers/staffs, before submitting quotation.
2. IIT Ropar will provide sufficient tables and chairs at the cafeteria. However, IIT Ropar will not provide any equipment and utensils. The firm/agency/contractor shall arrange necessary utensils and equipments at its own cost. The firm/agency is advised to visit the facility (premises) before submitting quotation.
3. The firm/agency/contractor shall not make any additions or alterations in the allotted premises without the prior permission of the Institute.
4. The IIT Ropar shall have the right to review the working agreement from time to time. If at any time it is found that the firm/agency/contractor has failed to fulfil any of the conditions of this agreement or that the work is unsatisfactory, IIT Ropar may terminate this agreement after giving one month notice, but no such notice will be necessary if the License is terminated on the grounds of serious misconduct or any other act as the IIT Ropar may deem fit. No claim whatsoever in such circumstances will be entertained.
5. The firm/agency/contractor shall be required to pay the electricity charges for the cafeteria kitchen and office/cash counter area allotted as per the consumption. The electricity used in the common sitting area shall not be chargeable but upkeep and switching off electricity shall be responsibility of the agency. However, 50% electricity bill as per actual use will be waived off during the vacation period. The institute reserves the right to amend the

percentage of rebate on electricity charges. The vacation period may be calculated as per the academic calendar of the Institute.

6. Minimum duration of Cafeteria timings -  
Tentative timings of -
  - Cafeteria - 1: 8:00 AM to 2:00 AM (Till another cafeteria is not established, and after that, this timing may change from 8:00 AM to 11:00 PM, this will be done with prior notice).
  - Cafeteria - 2: 8:00 AM to 11:00 PM (In future, this may be changed on prior notice of 1 month).
  - Cafeteria - 3: 3:00 PM to 3:00 AM.
7. The firm/agency shall not use substandard serving materials. The contractor shall procure food articles and vegetables of good quality to the satisfaction of the Utilities Management Committee. The Utilities Management Committee shall have the right to change any brand of material used for cooking, provided the cost of the same does not exceed the cost of specified brand. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be reused for the purpose of cooking again.
8. The Institute may close the cafeteria for a few days with a notice of one week. The closing duration will not be more than a week.
9. The firm/agency/contractor shall display the rates list and Terms and conditions of agency approved by the Institute authority conspicuously in the cafeteria stall and update accordingly. The size and weight including quality of the various items should be as approved by the Institute. New items can be introduced only with approval of the Institute authority. Quoted rates will be valid for a period of one year. The price of items should not exceed MRP. For non MRP items rates, quality and quantity be reasonable prevalent in the market price when compared and negotiable.
10. The firm/agency/contractor shall not entertain any orders or supply eatables outside IIT Ropar from the cafeteria.
11. Commercial gas cylinders should be used if the contractor is using gas for preparing hot drinks & cooking which is to be arranged by the firm/agency/contractor.
12. The firm/agency/contractor will be responsible for the cleaning of the tables, chairs and dustbins and maintaining proper hygiene. The firm/agency will be responsible for maintaining cleanness in the cafeteria at all times. All waste generated should be collected in separate bins to be placed by the contractor.
13. If in any case, an expired product is sold, unbearable issue of bad hygiene is reported, or any kind of unpleasant, offensive, immoral behaviour by the working staff or head with the IIT fraternity is observed, it will be taken very seriously and after an official warning from the Utilities Management Committee a fine or penalty will be imposed on the firm. If the fine is not paid then the same will be deducted from their Security Deposit. The penalty amount of Rs. 20,000/- or more can be imposed on the tenderer, by the Utilities Management Committee on the basis complaints and severity of the complain. The amount of fine may be increased in the event of repeated complaints.

14. Housekeeping of the common area will be done by the agencies engaged at their own cost.
15. No child worker should be employed by the firm/agency/contractor to run the cafeteria and the agency should abide by labour & insurance law.
16. The workers should maintain personal hygiene which includes disposable gloves, caps, etc.
17. The staff should be able to speak minimum Hindi and/or English.
18. The firm/agency/contractor and his staff will remain polite and well behaved with the students, staff and the guests of IIT Ropar. If it is found contrary, the contract can be terminated without any notice.
19. If in the opinion of the Utilities Management Committee, the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.
20. The firm/agency/contractor will have to register all his employees who will be working in the cafeteria along with a copy of their photographs, residential details for clearance by the IIT Ropar security. Temporary photo ID card will be issued to all his staff working in the cafeteria, which they should carry all the time in IIT Ropar premises.
21. The firm/agency/contractor and his staff will make their own residential arrangement outside the premises of IIT Ropar. No one will be granted permission to stay in the cafeteria during night or during non-functional hours.
22. Proper monitoring and safe keeping of items will be done by the firm/agency/contractor and IIT Ropar will not be responsible for any theft etc in the cafeteria.
23. The contractor should enable online/digital payment gateways in the campuses.
24. Inspection of the Cafeteria shall be conducted by a team of experts/officials appointed by IIT Ropar or the experts appointed by the committee every month. All damage /breakage, cleaning etc. noticed by this team will be set right by the firm/agency/contractor within ten days of inspection failing which IIT Ropar will carry out repairs/renovation works at the risk and cost of firm/agency/contractor and in case of non-payment same shall be recovered from the agency.

**(Signature of the tenderer)**



**SET -I**

<b>Commercial Bid (Only for Cafeteria 1 &amp; 2)</b>			
	<b>Items</b>	<b>Serving size *</b>	<b>Rate(Rs.)</b>
	<b>A. Routine Items</b>		
01	Tea (150 ml)		
02	Coffee (150 ml)		
03	Green Tea (150 ml)		
04	Roti/Chapati		
05	Butter Roti		
	<b>B. Shakes</b>		
06	Cold Coffee (250 ml)		
07	Hot Milk (250 ml)		
08	Bournvita Milk (250 ml)		
09	Banana Shake (250 ml)		
10	Mango Shake (250 ml)		
11	Lassi(250 ml)		
12	Oreo Shake (250 ml with one 10 Rs Oreo)		
13	Lemonade(250 ml)		
	<b>C. Snacks</b>		
14	Veg. Burger (250 gm)		
15	Sandwich (Half) (125 gm)		
16	Sandwich (Full)		
17	Paneer Patty		
18	Aloo Patty		
19	Omelette (2 eggs)		
20	Bread Omelette (2 eggs)		

21	Boiled Eggs (2 nos)		
22	Samosa		
23	Poha		
	<b>D. Veg.,Non-veg Platters</b>		
24	Chicken Curry (3 pcs) + Roti (4) + Rice		
25	Chicken Curry (3 pcs) + Roti (4)		
26	Chicken Curry (3 pcs) + Kerala Parotta (3)		
27	Chicken Curry (3 pcs) + Rice		
28	Egg Curry (2 eggs) + Roti (4)		
29	Egg Curry (2 eggs) + Rice		
30	Egg Fried Rice (2 eggs) (250 gm)		
31	Egg Bhurji (2 eggs)		
32	Chicken Manchurian (7 pcs)		
33	Veg Thali (Rice + 3 Roti + Vegetable + Dal + Salad)		
34	Dal + Rice		
35	Veg. Fried Rice (400 gm)		
36	Puri Bhaji (4 pcs) (300 gm)		
37	Chole Bhature (2 pcs)		
38	Paneer Bhurji (Full) (100 gm)		
39	Kadhai Paneer (100 gm)		
40	Chilli Paneer (100 gm)		
41	Shahi Paneer (100 gm)		
	<b>E. Continental</b>		
42	Red Sauce Pasta		
43	White Sauce Pasta		
44	Spring Rolls		
45	Noodles		

	<b>F. Parathas , Maggi</b>		
46	Plain Paratha (50 gm)		
47	Aloo Paratha (150 gm)		
48	Paneer Paratha (150 gm)		
49	Gobhi Paratha (150 gm)		
50	Mix-Veg Paratha (150 gm)		
51	Onion Paratha (150 gm)		
52	Egg Paratha (1 egg) (150 gm)		
53	Plain Maggi		
54	Veg Maggi		
55	Egg Maggi		

**SET-II**

<b>Commercial Bid (For Cafeteria-3)</b>			
	<b>Items</b>	<b>Serving size *</b>	<b>Rate(Rs.)</b>
	<b>A. Routine items</b>		
01	Tea (150 ml)		
02	Coffee (150 ml)		
03	Green Tea (150 ml)		
04	Roti/Chapati		
05	Butter Roti		
	<b>B. Shakes</b>		
06	Cold Coffee (250 ml)		
07	Hot Milk (250 ml)		
08	Bournvita Milk (250 ml)		
09	Banana Shake (250 ml)		
10	Mango Shake (250 ml)		

11	Lassi(250 ml)		
12	Oreo Shake (250 ml with one 10 Rs Oreo)		
13	Lemonade(250 ml)		
	<b>C. Snacks</b>		
14	Veg. Burger (250 gm)		
15	Sandwich (Half) (125 gm)		
16	Sandwich (Full)		
17	Paneer Patty		
18	Aloo Patty		
19	Omelette (2 eggs)		
20	Bread Omelette (2 eggs)		
21	Boiled Eggs (2 nos)		
22	Samosa		
23	Poha		
	<b>D. Maggi</b>		
24	Plain Maggi		
25	Veg Maggi		
26	Egg Maggi		
27	Veg. Noodles		
28	Spring Rolls		
	<b>E. Non-Veg Platters</b>		
29	Egg Curry (2 eggs) + Roti (4)		
30	Egg Curry (2 eggs) + Rice		
31	Egg Fried Rice (2 eggs) (250 gm)		
32	Egg Bhurji (2 eggs)		
33	Chicken Manchurian (7 pcs)		
34	Dal + Rice		
35	Veg. Fried Rice (400 gm)		

36	Puri Bhaji (4 pcs) (300 gm)		
37	Paneer Bhurji (Full)		
38	Pav Bhaji		
	<b>F. Continental</b>		
39	Red Sauce Pasta		
40	White Sauce Pasta		
41	Spring Rolls		
42	Noodles		

## **Declaration**

I/we hereby declare that we have gone through the detailed menu list as given and confirm that we are quoting the above rates based on the detailed menu list.

Date:

Signature with Seal

**UNDERTAKING**

**Mr** \_\_\_\_\_ sole proprietor, the authorized signatory of \_\_\_\_\_ having its registered office/principal office at \_\_\_\_\_ do hereby solemnly affirm and declare as under :-

01. I/We undertake to abide by all the rules and regulations of the State/Central Government/Local Administration under the Minimum Wages Act, 1948 and any other relevant Act as may be in force from time to time/I/We undertake to indemnify IIT Ropar against any loss or damage which IIT Ropar may suffer as a consequence of our not complying with the laws referred to above.

Also, I/We undertake to pay the person/s employed, wages in accordance with all existing and applicable laws. I/We further undertake to indemnify IIT Ropar against any loss or damage which it may suffer as a result of the negligence on the part of the tenderer or any of his employee in the course of performance under this tender/contract.

02. I/We also undertake to execute the agreement as presented by the Institute (IIT Ropar) and abide by the terms and conditions of the agreement which have been perused and understood by me/us. I/We have gone through the terms and conditions of the contract/tender and agree and undertake to abide by the same during the term of contract.
03. I/We undertake to abide by the Municipal Bye Laws including the Food and Adulteration Act, rules and regulations, code of conduct for my/our employees that may be laid down by IIT Ropar.
04. I/We agree to provide uniforms/liveries to the staff to be employed/deployed by me/us as per the pattern and design approved by IIT Ropar at my/our cost.
05. I/We agree and undertake to provide well experienced workmen keeping good health and not suffering from any communicable/contagious disease.
06. I/We agree to undertake to provide manpower (as per Tender's Special conditions of the contract) and render satisfactory catering services at IIT Ropar Cafeteria.
07. I/We undertake to pay electricity charges towards the electricity consumption on cooking, lighting, boiling, operating kitchen equipments and keeping the foodstuff and beverages

either not or cold on receipt of bills from Institute at the same rate at which the payment of Electricity charges is made by the Institute.

08. I/We undertake to pay the licence fee per month for the Institute cafeteria premises including kitchen and store as mentioned in the Agreement for Cafeteria.
09. I/We undertake to maintain kitchen utensils in good condition and replace in case of loss or breakage etc.
  - (a) I/We undertake to get the equipment repaired, installed and provided in the kitchen by the IIT Ropar at my/our cost. (Except gas connections)
10. I/We undertake to always keep the Institute Cafeteria premises clean and in good sanitary condition at my/our cost to the satisfaction of the Institute (IIT Ropar).
11. I/We agree that no rate escalation in the prices of food stuff, beverages etc., shall be made by me/us during the period of contract.
12. I/We agree that I/We shall not exhibit any printed or written notices or advertisement of any kind whatsoever without the prior approval of the Institute.
13. I/We undertake to maintain all the furniture articles, equipments and other articles supplied by the Institute (IIT Ropar) in good condition. I/We undertake that any repairs to the equipment, furniture, fittings, utensils shall be carried out at my/our cost.
14. I/We also undertake to maintain a stock register for all such items supplied by the Institute (IIT Ropar) and produce such stock register for inspection whenever demanded by the Institute or its authorized representative.
15. I/We undertake that I/We shall not sublet or use the Institute Cafeteria premises other than the purpose of the agreement and shall not make or permit to make structural additions and alterations to the same without the prior sanctions of the Institute.
16. In case of any loss, damages or theft of the Institute property within or outside the Institute Cafeteria premises, I/We undertake to make good or replace with the items of the same quality at my/our cost.
17. On the expiry or termination or on failure of the contract, I/We undertake that all our employees direct or indirect shall vacate the Institute cafeteria premises after handing over all the items supplied by the Institute to the authorized officer and clear all the dues, if any, outstanding.



18. I/We undertake to vacate the IIT Ropar Cafeteria premises immediately after the expiry/termination of the contract.
19. I/We undertake to abide by the terms and conditions of the tender which have not been mentioned in this undertaking shall also apply and form part of the undertaking for all intents and purposes.
20. The Institute shall be represented by a Utilities Management Committee/Authorised Officer(s) duly authorized by Director, IIT Ropar for supervision/control and all activities related to Cafeteria matters and the contractor shall be bound to abide by the Instructions/Orders/Decisions and Directions of such Committee/Authorised Officer(s).

(a) Tenderer 's Signature : \_\_\_\_\_

(b) Name : \_\_\_\_\_

(c) Address : \_\_\_\_\_

d) Seal of the Tenderer : \_\_\_\_\_

**AGREEMENT**

This agreement made on this -----between the Indian Institute of Technology Ropar, Rupnagar Punjab an Institute registered under the Societies Registrar Act, 1860 through their Registrar of the one part, and having its Registered Office at Rupnagar, Punjab (hereinafter refer to as IIT Ropar).

**And**

----- (hereinafter referred to as the Proprietor which expression shall include his heir, executors, administrators and assigns) of the other part.

Whereas the IIT Ropar is desirous of giving a contract for providing the cafeteria services and whereas ----- have offered to provide the same on the terms and conditions hereafter stated.

Now it is hereby agreed by and between the parties.

1. The following documents shall be deemed to form part of the agreement
  - a) Undertaking submitted by the contractor pages 1-2
  - b) The letter of intent bearing No.-----
  - c) All the terms and conditions of the Tender Notice.
- 1.1 The contractor hereby agrees with the client to render cafeteria service in conformity in respects as per provisions of this agreement.

**2. COMMENCEMENT AND TERMINATION**

- 2.1 That M/s \_\_\_\_\_ has started running Cafeteria\_\_\_\_\_ w.e.f. \_\_\_\_\_. That the agreement will come into force w.e.f.\_\_\_\_\_ and shall barring unforeseen circumstances, remain in force for a period of one year i.e., up to -----.
- 2.2 Initially the license will be given for one year subject to satisfactory performance which can be extended with the mutual consent of the parties. The Cafeteria Committee will judge the performance of the Cafeteria contractor after completion of every year. After reviewing the performance, the License may be considered for renewal up to a maximum period of three years.
- 2.3 That the agreement may be terminated by either party by giving two month's notice to the other

- 2.4 That under the circumstances given below the Institute shall have the right to terminate the contract without notice, in addition to other remedies as available under the law.
- a. For committing breach of any of the terms and conditions of this agreement by the Proprietor, he will further be liable to pay the damages as assessed by the arbitrator.
  - b. Subletting by the Proprietor without written consent/permission of the Director, any part thereof or any benefit or interest thereon by the Proprietor to any third person.
  - c. The Proprietor being declared insolvent by a competent court of law.

### **3. ARBITRATION**

- 3.1 In the event of any question or dispute or difference arising under this agreement or in connection therewith, the same shall be referred to the sole arbitrator appointed by the Director, Indian Institute of Technology Ropar or his nominee on mutual agreement of both the parties.
- 3.2 The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter originally referred to is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, Indian Institute of Technology Ropar shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the above said terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 3.3 The Director, Indian Institute of Technology Ropar shall mean and include an acting/officiating Director.
- 3.4 The arbitrator may from time to time with the consent of all the parties extend the time for giving and publishing the award.
- 3.5 Subject to the aforesaid provisions, the Conciliation and Arbitration Act, 1996 and the rules made thereunder and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 3.6 All disputes and arbitration under this agreement shall be subject to the jurisdiction of the Court of Law at Rupnagar (Punjab)

IN WITNESS WHEREOF we set our hands on

FOR & ON BEHALF OF THE PROPRIETOR      FOR & ON BEHALF OF THE INDIAN INSTITUTE OF TECHNOLOGY ROPAR

**(PROPRIETOR)**

**(REGISTRAR)**

Witness

Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

**CERTIFICATE OF ETHICAL PRACTICES**

1. I/We assure the IIT Ropar that neither I/We nor any of my /our workers will do any act/s, which are improper/illegal during the execution of the contract awarded to us.
2. Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities /practices in my/our dealing with the organization/institution.
3. I/We will have no conflict of interest in any of our work/contract at the institution.
4. We will keep the Cafeteria and its surroundings hygienic, neat & clean and there should not be any complain from the users.

Place:

(SIGNATURE)

Date:

Name of the  
Caterer  
Official seal