



कुलसचिव कार्यालय

लखनऊ विश्वविद्यालय
लखनऊ-226007

संदर्भ संख्या : / 2018

दिनांक :

NOTICE

UNIVERSITY OF LUCKNOW LUCKNOW

Sealed tenders are invited under two bid system from reputed firms by themselves or as a joint venture /Consortium having capacity to provide the required number of uniformed trained manpower for Security and for running Central Mess and individual Hostle Mess, Canteen and Vechile Stands of two campuses in the University on contact basis. Last date of submission of tender is **21.06.2018** For details visit www.lkouniv.ac.in

Registrar

No. GA-13995-14001

Date 05/6/18

(Prof. R.K. Singh)
Registrar

Copy forwarded to the following for information and necessary action:-

1. Secretary to V.C. for kind information of hon'ble Vice-Chancellor, University of Lucknow.
2. PS to P.V.C. for kind information of Pro Vice-Chancellor, University of Lucknow.
3. Proctor, University of Lucknow with request to keep the tender boxes at Proctors office.
4. Director, IPPR, University of Lucknow with request to publish the advertisement in 02 News papers.
5. Incharge Website, University of Lucknow with request to upload the tender document on Lucknow University website.
6. Sri. Sanjay Singh, Store Keeper, L.U. to provide four tender boxes along with four locks to Proctor office.
7. P.A. to Registrar, University of Lucknow.


Registrar

Last date for deposit of tenders in the office of the Proctor, University of Lucknow is 21.06.2018 by 2:00 PM. Tenders will be opened for Security Services and Vehicle stand on 21.06.2018 at 3:00 P.M and for ^{managing of} Central Mess and individual Hostels Mess and Canteens on 22.06.2018 at 3:00 P.M in the presence of Tender Committee and Tenderers or their authorized representatives.

Dr. Ashwini Kumar 

TABLE OF CONTENTS

S.No	Content	Page No.
1	Notice Inviting Tender	02
2	Affidavit	03
3	Instructions to Bidder	04
4	Scope of Work	07
5	Terms & Conditions	09
6	Statutory Obligations of the Contractor	13
7	Technical Bid & Financial Bid	15
8	Forms and Checklists	18
9	Agreement/contract for successful bidder	21

Handwritten signatures or initials.

S.NO. 1**(NOTICE INVITING TENDER)**

Sealed envelopes are invited under two bid System i.e Technical and Financial for providing Mess Services as an operator for Common Mess and Each hostel students at Main campus as well as New Campus University of Lucknow -226007 from registered and authorized firms/agencies as per details given in the tender documents.

Important Dates

Date of publishing	05.06.2018
Bid Document set Download Start Date	05.06.2018
Bid Submission End Date	21.06.2018
Date of Technical Bid Opening	22.06.2018

The University of Lucknow reserves the right to reject any or all the bids without assigning any reason at any stage and the decision of the Vice Chancellor in this respect shall be final and binding.

Separate Financial Bid was invited for Central mess and other Mess of University of Lucknow.

Details are as follows:-

S.No	Name of Hostel/Mess	EMD	Security Money
01.	Central Mess	6,00,000/-	10,000,00/-
02.	Kailash Girls Hostel	3,00,000/-	7,000,00/-
03.	Management Boys	1,000,00/-	3,000,00/-
04.	Tilak Hostel	1,000,00/-	3,000,00/-
05.	Chandra Shekhar Hostel	1,50,000/-	3,50,000/-
06.	Golden Jublie Hostel	50,000/-	1,000,00/-
New campus			
07.	Dr. Ambedkar Hostel	1,000,00/-	3,000,00/-
08	Management Boys Hostel	1,000,00/-	3,000,00/-
09.	Homi jahan Gir Bhabhab hostel	1,000,00/-	3,000,00/-


Registrar
University of Lucknow

S.No. 2

(ON NON-JUDICIAL STAMP PAPER OF RS.100/)
AFFIDAVIT

I/we Partner(s)/Legal
Attorney/Proprietor(s)/Accredited Representative(s) of
M/s.....solemnly declare that:

- a. I/we are submitting tender for or providing Central Mess and other Hostel Mess Services at common mess facility and hostels at University of Lucknow against Notice No.dated.....
- b. I/we or our partners do not have any relative working University of Lucknow
- c. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
- d. My/our bid shall be valid for a period of three months from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
- e. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
- f. The Price-Bid submitted by me/us is " WITHOUT ANY CONDITION".
- g. If any information or document submitted is found to be false/incorrect, the University may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
- h. I/we also declare that the I /we have not been issued any show-cause notice or any notice declaring us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
- i. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the University is not bound to accept highest ranked bid / lowest bid or any other bid that the University may receive.

(Signature of the Tenderer with Seal)

Seal of Notary
Date :



S.No 3.

(INSTRUCTIONS TO BIDDERS)

1. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

1.1 Basic Eligibility:

1.1.1 The applicant should be in catering business (excluding beverage and snacks services) for a continuous minimum period of three years as on 31.03.2018. The caterer is required to meet the catering requirement of adult hostel students. Accordingly, the caterer should have expertise and experience in Indian and continental vegetarian food in nutritional value for growing adults.

1.1.2 Experience of having continuously run the catering services during the last three years ending 31.03.2018 as per following:

Similar nature of work of the running of the mess of government departments/ institutions / organizations / companies / guest houses and hostels of educational institutes, hotels, hospitals or in general in hospitality industry.

1.2	Average	Financial	Turnover	(Gross):
------------	----------------	------------------	-----------------	-----------------

1.2.1 The bidder's average annual financial turnover (gross) as an operator running mess services during each of the last three financial years, i.e., 2014-15, 2015-16 and 2016-17, 2017-18 should not be less than Rs. 50 lakhs for Central Mess and 25 lakhs for other hostels.

1.3 Performance Certification:

1.3.1 The bidders' performance, as per format at Form-III for each work completed in the last three years and in-hand should be certified by the concerned organization. Such Feedback received from the previous/present clients will be evaluated for technical qualification.

1.3.2 Tenders received without proper documents, including demand draft, shall be summarily rejected. For the purpose of pre-qualification, applicant will be evaluated in the following manner:

1.3.3 The initial criteria prescribed in Para 1.1 above, in respect of years of operation in the business, experience of similar class of work completed and financial turnover will first be scrutinized and the applicant's eligibility for the work will be determined.

1.3.4 On the basis of 1.3.3 above the financial bids will be opened.

2. SUBMISSION OF BIDS:

2.1 The bid shall be submitted to Registrar, University of Lucknow and placed in the designated box in the office of the Registrar.

2.2 Tenderer/Bidders are advised to follow the instructions provided in the "Instruction Tenderer" specified at S.No. 3 of this tender document.

2.3. Bid of bidders not submitting any of the required documents will be summarily rejected.

An AR

Handwritten signature

2.4. Both technical and financial bid in separate envelopes are to be submitted concurrently duly signed by the applicant party and placed in one cover envelope mentioning the notice No. Dated

3. EARNEST MONEY DEPOSIT (EMD)

3.1. The original hard copy of Earnest Money Deposit (EMD) of as mentioned below:-

S.No	Name of Hostel/Mess	EMD	Security Money
01.	Central Mess	6,00,000/-	10,00,000/-
02.	Kailash Girls Hostel	3,00,000/-	7,00,000/-
03.	Management Boys	1,00,000/-	3,00,000/-
04.	Tilak Hostel	1,00,000/-	3,00,000/-
05.	Chandra Shekhar Hostel	1,50,000/-	3,50,000/-
06.	Golden Jublie Hostel	50,000/-	1,00,000/-
New campus			
07.	Dr. Ambedkar Hostel	1,00,000/-	3,00,000/-
08.	Management Boys Hostel	1,00,000/-	3,00,000/-
09.	Homi jahan Gir Bhabhab hostel	1,00,000/-	3,00,000/-

in the form of Demand Draft in favour of "Finance Officer, University of Lucknow" payable at Lucknow is required to be submitted in a sealed envelope superscribed "Tender providing Mess services at University Mess facility" by the closing date and time of submission of bids i.e. by **21.06.2018 3.00 pm** failing which the bids will not be considered.

3.2. Tender received without EMD or EMD for lesser amount will be summarily rejected.

3.3. The EMD shall be returned to the bidder(s) whose offer is not accepted by the University within 30 days from the date of signing the agreement with the successful bidder. The EMD shall not carry any interest. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

3.4. The EMD of the successful bidder(s) will be retained and adjusted to Performance Guarantee.

3.5. EMD of a bidder will be forfeited, if the bidder withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4. **FINANCIAL BID:** The bidder must submit their financial bid in the prescribed format-specified at Annexure II of this tender document and no other format is acceptable. Bidders are required to sign the Financial Bid

5. **EXTENTION OF LAST DATE AT THE DISCRETION OF THE UNIVERSITY OF LUCKNOW:** The University may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum/Re-tendering, if any in this regard, will be notified on the university web-site www.lkouniv.ac.in only.

6. OPENING OF TECHNICAL AND FINANCIAL BID

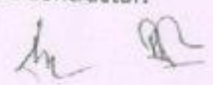
6.1. Bids (complete in all respect) received along with draft of EMD will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/authorised representative of bidder, if available at the Committee room of the University located in the Administrative building, Lucknow 226007

6.2. A duly constituted committee will evaluate eligibility criteria of bidders. Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

6.3. After scrutiny of technical bids, the University shall shortlist the eligible bidders who qualify in the technical evaluation stage for opening of the Financial Bids.

Handwritten signature

Handwritten signature

- 6.5. Bidders /representatives not attending the tender opening process will lose their right to challenge the process at a subsequent stage;
- 6.6. The financial bid price of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed Scrutiny/correction of arithmetical error in the financial bid;
- 6.7. Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.
7. **NON TRANSFERABILITY:** This Tender is non transferable. The incomplete and conditional tenders will be summarily rejected;
8. **NON-WITHDRAWAL OF BIDS:** No bidders will be allowed to withdraw after submission of bids/ opening of the bids otherwise the EMD submitted by the firm will be forfeited;
9. **VALIDITY OF BIDS**
- 9.1. Bids shall remain valid and open for acceptance for a period of three months from the last date of submission of Bids.
- 9.2. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 9.3. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
10. **RIGHT OF ACCEPTANCE:**
- 10.1. The University of Lucknow reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Vice Chancellor in this regard shall be final and binding.
- 10.2. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 10.3. The Vice Chancellor reserves the right to award any or part or full contract to any successful contractor at its discretion and this will be binding on the bidders.
- 10.4. In case of failure to comply with the provisions of the terms and conditions mentioned by the contractor that has been awarded the contract, the Vice Chancellor reserves the right to award the contract to the next higher bidder or any other outside contractor and the difference of price shall be recovered from the defaulting contractor, which has been awarded the initial contract and this will be binding on the bidders.
- 10.5. The University may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings/ Universities
11. **NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**
- 11.1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within seven (07) days of receipt of the same by the successful bidders.
- 11.2. The issuance of the Letter of Acceptance to the bidder shall constitute an integral part of the Agreement and it will be binding to the Contractor.
- 

SECTION-4

(SCOPE OF WORK)

1. HOSTEL MESS SERVICE

1.1 Scope of Work:

1.1.1 To prepare and serve breakfast, lunch and dinner for students primarily inmates of the hostels of University of Lucknow as per menu suggested by Mess Committee after taking into account the availability of seasonal vegetables and fruits, eating habits of the inmates who have come from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price. The workers deployed by the contractor have to work under the guidance of Mess Manager appointed by the contractor. The workers will work in Kitchen and Dining Hall.

1.2 Job Specifications:

1.2.1. To provide breakfast, lunch and dinner (Evening Tea for Girls Hostel) The number of hostel inmates will be given below (approximately) 800 per day/meal

• Central Mess	800
• Kailash Hostel	400
• Management Boys	150
• Tilak Hostel	170
• Chandar Shekhar Azad Hostel	200
• Golden Jubilee	60
• Dr. Ambedkar Hostel	150
• Management Boys Hostel	150
• Homi Jahangir Bhabha Hostel	150

with variation of 25% either side. The hostel inmates will avail of mess facilities more or less eleven months in a year. No minimum guarantee will be furnished to the Contractor towards consumption of food items.

1.2.2. The food has to be prepared in clean, hygienic and safe conditions as per the menu.

1.2.3. The workers should have worked in large canteens, hotels, messes for a period of three years and should have the sufficient knowledge and aptitude for preparing food both vegetarian and non-vegetarian.

1.2.4. The kitchen, dining-hall, hand wash area, dish wash area, etc. will be washed with water and Soap solution and mopped after every breakfast, lunch and dinner and will be disinfected once in a week or as and when required.

1.2.5. The Contractor shall arrange for disposal of the garbage collected from the kitchen, dining halls, dish wash area etc. every morning in closed bins by separation of bio-degradable waste from non-biodegradable waste. The surroundings shall be kept clean and hygienic. Regular inspection will be done by the University involving Food Inspector.

1.2.6. High quality of hygiene, sanitation and safety will be maintained at kitchen and dining halls. All the surrounding area of the mess premises should be cleaned and washed daily.

1.2.7. The hostel inmates shall be provided their breakfast normally from 07:00 a.m. to 9:00 a.m.; lunch from 13.30 p.m. to 2:30 p.m.; and dinner from 07:00 p.m. to 09:30 p.m. at 4:00 PM Evening Tea for Girls Hostels.

1.2.8. After every breakfast, lunch and dinner, all the plates, cups, katoris, water glass, spoons(utensils 01) etc., are to be cleaned in soap solution and hot water and dried and kept ready for next serving. All the vessels used for cooking also should be washed in soap solution and hot water and should be available for use for cooking the next day. The cleaning material supplied should be of approved quality.

1.2.9. A book shall be kept in the canteen for recording any complaint or suggestions from any user of the University of Lucknow and will be produced for inspection. Decision taken by the Dean, Student Welfare/ Vice Chancellor shall be final in all these complaints/suggestions.

1.3 Menu of the Mess

1.3.1. The hostel Mess Committee headed by Chief Provost will decide the food menu of the mess every month in advance after taking into account the availability of seasonal vegetables and fruit, eating habits of the hostellers coming from different parts of the country. Care should be taken to prescribe a balanced diet at a reasonable price.

1.3.2. The menu so decided will be displayed in the dining hall and one copy given to the Mess Manager who will ensure its strict observance.

1.3.3. If due to non-supply of the required vegetables, etc. the menu decided by the Committee needs a change, the Operator will immediately bring it to the notice of the Chief Provost/Mess Committee.

1.3.3 LIST OF KITCHEN EQUIPMENT TO BE PROVIDED BY UNIVERSITY OF LUCKNOW and deduction of charges towards replacement.

Basic equipments for functioning of canteen will be provided. Detailed list of equipments will be provided to Canteen operator during award of contract. Mess operator has to arrange for rest of the equipments which are not provided by the University.

1.3.4 Charges to be deducted from payments to operator or equipment replacement:
An amount of equivalent to 5 % of the gross receipts earned from Common Mess services shall be deducted from every monthly bill of the contractor towards replacement of equipments so provided for use to the operator.



*SECTION-5

(TERMS & CONDITIONS)

1. TERMS AND CONDITIONS (GENERAL)

- 1.1. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the Contractor Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed thereunder all such other provisions of laws in any enactment or otherwise laid down by an authority from time to time, it being clearly understood and agreed that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours. Appropriate documents/Certificates issued from appropriate authorities should be enclosed to support this.
- 1.2. Food license for catering/canteen services in Lucknow issued by appropriate authority of U.P.
- 1.3. The University of Lucknow reserves the right to obtain feedback from the previous/present clients of the Bidder and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of food and services provided by the tenderer. Decision of UNIVERSITY OF LUCKNOW with regard to award of the contract will also depend upon the feedback received by it from the previous/and present clients and also from its team(s) deputed for the purpose. The decision of the UNIVERSITY OF LUCKNOW in this regard will be final and binding on all bidders.
- 1.4. The bidder should have GST /TIN/PAN Registration.
- 1.5. Before submitting the filled-in Tender Document to the UNIVERSITY OF LUCKNOW, the bidders may seek clarification(s), if any, from the dean, Students Welfare, UNIVERSITY OF LUCKNOW- in person by visiting the UNIVERSITY OF LUCKNOW during working hours by taking prior appointment.
- 1.7. The UNIVERSITY OF LUCKNOW reserves the right to change any condition of the tender before opening of the Technical Bids.
- 1.8. The successful bidder will have to enter into an agreement with the UNIVERSITY OF LUCKNOW as per draft agreement, subject to amendment before signing, given in Annexure-II before taking charge of the Mess and commencement of the Mess work.
- 1.9. Canvassing in any form will make the tender liable to rejection.
- 1.10. Quoted rates should be inclusive of all applicable taxes and duties. These rates shall be fixed for ONE YEAR.
- 1.11. The revision in the quoted rates after ONE year to the extent of maximum 10% on yearly basis can be considered with negotiations and mutual consent to compensate inflationary effect and subject to extension of contract.
- 1.12. The offer should be valid for a period of at least 120 days from the date of the tender opening.
- 1.13. UNIVERSITY OF LUCKNOW reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof. In all matters pertaining to this tender, the decision of the UNIVERSITY OF LUCKNOW shall be final and binding.
- 1.14. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself all information that may be necessary for preparing the bid and entering into contract for execution of the works. The cost of visiting the site shall be bidder's own.
- 1.15. The Contractor shall fulfil all statutory requirements pertaining to minimum wages and other statutory benefits like ESI, EPF, MWA etc., and proper account of payments

Handwritten signature

Handwritten note

- including minimum wages being made to the workers of the contractor. The Contractor shall be solely responsible for any failure to fulfil the statutory obligations and shall indemnify the University of Lucknow against all such liabilities, which may likely to arise out of the contractor's failure to fulfil such statutory obligations.
- 1.16. If the Contractor fails to carry out the Jobs as per the terms and conditions agreed upon, he is liable for forfeiture of EMD/Security Deposit in additions to penalty.
- 1.17. The Contractor shall be solely responsible either for any injury, damage, accident to the workman employed by the contractor or for any loss or damage to the equipment/property in the areas of work as a result of negligence/carelessness of its workers.
- 1.18. The workers employed by the Contractor shall wear uniform and name badge, which is provided by the Contractor, and the contractor, shall be responsible for the discipline of his workers. The workers are not employees of the University of Lucknow and shall not have any claim whatsoever on the University of Lucknow and shall not act detrimental to the interests of the University of Lucknow. The workers shall have to follow the security regulations as directed by Proctor of the University of Lucknow. Workers shall not form union or carry out trade union activities in the campus.
- 1.19. The Contractor shall ensure the police verification of all the persons before deploying them at the allotted premises.
- 1.20. No accommodation will be provided in the campus for the workers and the Contractor shall make its own arrangements.
- 1.21 The University of Lucknow shall provide chairs and tables, water coolers/dispenser for the dining hall of the mess and canteen. The hostel mess is equipped with pot rack, clean dish table, dish washer with sink, stove, table with sink, deep freezers, stainless steel rack, water cooler, shelf, store for keeping raw material (food), mess utensils and necessary kitchen equipments. All other furniture and equipment, if any, required for satisfactory performance of the contract will be provided by the University of Lucknow. The maintenance and upkeep of the above equipments, installations, shall be responsibility of the Contractor.
- 1.21 The Contractor shall have to arrange for table linen, flower etc. and other decoration items and toiletries on his own for smooth running of the mess.
- 1.22. The LPG (commercial) fuel for cooking purpose has to be arranged by the Contractor.
- 1.23 The Contractor shall not make or cook in the premises of the UNIVERSITY OF LUCKNOW for supply to any person(s) outside the UNIVERSITY OF LUCKNOW.
- 1.24 The Contractor shall not make any alterations or additions to the accommodation provided in the University of Lucknow for cooking and catering purposes.
- 1.25 Sub-letting/Sub contracting the work is not permissible under any circumstances.
- 1.26 Successful Contractor shall execute an agreement in the prescribed format.

2. PERIOD OF CONTRACT

- 2.1. The contract for Mess Services shall remain valid initially for a period of one year. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 9 months will be confirmed only if the services and quality of items served by the contractor are found satisfactory during the probationary period.
- 2.2. The one-year contract period is subject to renewal by the UNIVERSITY OF LUCKNOW on satisfactory performance on mutually agreed terms and conditions for a further period of one year each or till such time mutually agreed to.

3. FORFEITURE OF EMD

- 3.1. EMD of the successful bidder shall be liable to be forfeited if the contractor does not fulfil of the following conditions:

Handwritten signatures

- i. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;
- ii. The Contractor does not commence canteen and mess services within seven days of the award of contract.

3.2. The Contract for award of Canteen Services through this tender is likely to come into effect from **01 August 2017**. Hence, the Financial Bids submitted by the bidders should be valid to become operative from **August 1, 2017**. In view of this, no change in the financial bid will be allowed. If the successful bidder withdraws or alters the terms of the tender during this period, the Earnest Money Deposit shall be forfeited.

4. SECURITY DEPOSIT

4.1. The successful bidder will be required to submit with UNIVERSITY OF LUCKNOW Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original) made in favour of Finance Officer, University of Lucknow mentioned below:-

S.No	Name of Hostel/Mess	Security Money
01.	Central Mess	10,000,00/-
02.	Kailash Girls Hostel	7,000,00/-
03.	Management Boys	3,000,00/-
04.	Tilak Hostel	3,000,00/-
05.	Chandra Shekhar Hostel	3,50,000/-
06.	Golden Jublie Hostel	1,000,00/-
New campus		
07.	Dr. Ambedkar Hostel	3,000,00/-
08.	Management Boys Hostel	3,000,00/-
09.	Homi jahan Gir Bhabha hostel	3,000,00/-

as Deposit on account of Performance Security.

4.2. Bank Guarantee or Demand Draft or Fixed Deposit Receipt (in original), renewed from time to time, will be retained for the entire period of the contract and on termination of the contract, the same will be refunded to the contractor without interest.

4.3. If the Contract is terminated by the Contractor without giving stipulated period of notice or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the University, the Security Deposit will be forfeited without prejudice to the University of Lucknow which also retains the right to proceed against the contractor for any additional damages that the University of Lucknow suffers as a result of the breach of the aforesaid terms and conditions.

5. UNIVERSITY OF LUCKNOW PREMISES

5.1 The mess shall remain open from 7.00 A.M. to 10 :00 P.M. every day. However, depending on the exigencies, the contractor may be required to keep the Mess open or close as per requirement of UNIVERSITY OF LUCKNOW.

5.2 The possession of the premises to be assigned by the UNIVERSITY OF LUCKNOW to contractor for providing mess service will always remain with UNIVERSITY OF LUCKNOW, even when the premises are in use or occupation of the contractor. The contractor shall vacate the premises immediately after termination of contract.

6. ELECTRICITY, WATER AND GAS CHARGES

6.1 The Contractor will bear the electricity charges. The use of electricity will be restricted to lights, fan, refrigerator or any other electrical appliances/gadgets, which are considered necessary for smooth functioning of the kitchen/dining hall. In no case, electricity will be used for cooking or heating food. Water shall be supplied by the University.

Am SR

Am SR

7. PAYMENT

7.1 The payment in respect of monthly mess services bills of the UNIVERSITY OF LUCKNOW submitted in duplicate by the Contractor shall be released on receipt basis & subject to fulfilment of obligations by the Contractor imposed under various laws, Rules & Regulations, etc. applicable from time to time and after scrutiny of authorization for supply at the prices offered by the contractor and number of students/diet served as verified by office of the Chief Provost/ Dean Students Welfare. Any supply of food items without proper authorization by the designated authority of UNIVERSITY OF LUCKNOW will not be paid for. Income Tax, as applicable at the prevailing rates, will be deducted at source. The contractor shall raise the monthly bills for providing common mess services to the Chief Provost, University of Lucknow for processing. An amount equivalent to 5 % of the gross receipts earned from Common Mess services shall be deducted from every monthly bill of the contractor towards replacement of equipments so provided for use to the operator.

7.2 In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the UNIVERSITY OF LUCKNOW for late payment.

8. TERMINATION OF THE CONTRACT

8.1. The Contract can be terminated by either party, i.e., UNIVERSITY OF LUCKNOW or the Contractor, after giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, UNIVERSITY OF LUCKNOW reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract. UNIVERSITY OF LUCKNOW's decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.

8.2. On termination of the contract, the Contractor will hand over all the equipments/furniture/articles etc., supplied by UNIVERSITY OF LUCKNOW, in good working condition, back to UNIVERSITY OF LUCKNOW.

8.3. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory during the probationary period of three months from the date of taking over charge of the canteen services, UNIVERSITY OF LUCKNOW reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

9. PENALTY

9.1. The UNIVERSITY OF LUCKNOW reserves the right to impose a penalty for delay in supplies and unsatisfactory performance or for any serious lapse in maintaining the quality and the services wilfully or otherwise by the Contractor or his staff or for any adulteration. The maximum limit of such deduction would be 10% of the monthly bill claimed by the contractor.

9.2. If the UNIVERSITY OF LUCKNOW is not satisfied with the quality of eatables served, services provided or behaviour of the contractor or his/her employees, the Contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which the UNIVERSITY OF LUCKNOW will be at liberty to take appropriate necessary steps as deemed fit.

9.3. **Force Majeure:** The UNIVERSITY OF LUCKNOW may consider relaxing the penalty and delivery requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.

9.4. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premise, etc.

Am

may

10. SETTLEMENT OF DISPUTES AND ARBITRATION:

10.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitrator of the University of Lucknow or any other person nominated by the University. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings. The decision of the sole arbitrator shall be final and binding on the parties.

12. GOVERNING LAWS AND DISPUTES:

12.1 This shall be construed and governed by the laws of Republic of India and the parties hereby submit to the exclusive jurisdiction of the Lucknow Bench of the Allahabad High Court and any other court situated /located in Lucknow.

SECTION-6

1. STATUTORY OBLIGATIONS OF THE BIDDER (CONTRACTOR)

- 1.1. The Contractor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good canteen services in UNIVERSITY OF LUCKNOW campus.
- 1.2. The employees of the Contractor should possess good health and free from any diseases, especially contagious and frequently recurring diseases.
- 1.3. The Contractor will, prior to the commencement of the operation of contract, make available to UNIVERSITY OF LUCKNOW the particulars of all the employees who will be deployed at the UNIVERSITY OF LUCKNOW's premises for running the Mess. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the employees.
- 1.4. The Contractor shall be responsible for timely payment of wages to his/her workers as per Minimum Wages Act of U.P. Government.
- 1.5. The contractor shall fulfil all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time, as applicable.
- 1.6. The Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- 1.7. Employment of child labour is strictly prohibited under the law. Therefore, the Contractor will not employ any child.
- 1.8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the UNIVERSITY OF LUCKNOW by any individual, contractor or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the UNIVERSITY OF LUCKNOW. As a result of the acts of the Contractor, if the UNIVERSITY OF LUCKNOW is required to pay any damages to any individual, contractor or government authority, the Contractor would be required to reimburse such amount to the UNIVERSITY OF LUCKNOW or the UNIVERSITY OF LUCKNOW reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the UNIVERSITY OF LUCKNOW.



- 1.9. The Contractor 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 etc.
- 1.10. The Contractor shall at all times keep indemnified the principal employer, namely, University of Lucknow and its hostellers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Contractor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.
- 1.11. All employees engaged by the contractor shall be comprehensively insured for accidents and injuries by the contractor at his cost.
- 1.12. The verification of the antecedents of the staff will be responsibility of the Contractor. The contractor shall provide sufficient sets of Uniforms and pair of shoes to his employees and shall ensure that they wear them all times and maintain them properly.
- 1.13. The Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to UNIVERSITY OF LUCKNOW's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of intimation by UNIVERSITY OF LUCKNOW. The decision of the UNIVERSITY OF LUCKNOW's designated officer in this regard shall be final and binding on the Contractor.
- 1.14. The Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. Subcontracting will lead to immediate termination of contract.
- 1.15. The Contractor shall keep the Canteen and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of utensils, kitchen, canteen and mess hall, floor, counter, benches, tables, chairs, etc. UNIVERSITY OF LUCKNOW management will have 24-hour access to inspect the premises at any time for ensuring the cleanliness and hygienic conditions of the canteen's kitchen and dining hall premises.
- 1.16. The UNIVERSITY OF LUCKNOW reserves the right to appoint hostellers /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 hostellers /officials during their visits shall be properly attended to by the Contractor.

2. OTHER OBLIGATIONS OF THE CONTRACTOR

- 2.1. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipments provided by the UNIVERSITY OF LUCKNOW are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the Contractor, failing which the same will be got done by UNIVERSITY OF LUCKNOW at the contractor's risk and cost. In this regard, the decision of the designated officer of UNIVERSITY OF LUCKNOW shall be final and binding on the Contractor.
- 2.2. All work shall be carried out with due regard to the convenience of UNIVERSITY OF LUCKNOW. The orders of the concerned authority shall be strictly observed.
- 2.3. The Contractor will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of UNIVERSITY OF LUCKNOW.
- 2.4. The Contractor will have to supply breakfast/lunch/dinner in the mess premises as per requirement and schedule drawn for the purpose by the concerned authorities of the UNIVERSITY OF LUCKNOW.
- 2.5. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the UNIVERSITY OF LUCKNOW's

Handwritten signature

Handwritten signature

campus including Common Mess and other hostel mess premises. Any breach of such restrictions by the Canteen Contractor will attract deterrent action against the Contractor as per statutory norms.

2.6. The workers employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection what-so-ever with University of Lucknow, The University of Lucknow shall have no obligation to control/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 UNIVERSITY OF LUCKNOW for employment, pension, or any other statutory claim, or regularization of their services by virtue of being employed by the Canteen Contractor, against any temporary or permanent posts in UNIVERSITY OF LUCKNOW. In case of any untoward incident/fire/death/injury of any employee of canteen UNIVERSITY OF LUCKNOW will not be liable to pay any damages.

2.7. The Contractor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the UNIVERSITY OF LUCKNOW.

2.8. The Contractor will bring his own tools in sufficient quantity as needed to maintain the mess services in addition to what is provided for by UNIVERSITY OF LUCKNOW.

2.9. The Contractor shall not use the mess premises for any other activity except for the purpose for which it has been provided for.

SECTION-7

ANNEXURE-I

TECHNICAL BID

a. TENDER NOTICE NO. UL/ DSW/CM 2017 -1 dated 11.07.2017

Cover-I (Technical Bid) (following documents to be provided:	Document
1	Contact Details Form (Form-I)
2	Serial No. 1
3	Scanned copy of Affidavit
4	Certified copies of Registration particulars of firm / Company
5	Certified copies (i) PAN, (ii) GST, (iii) Labour Registration, (iv) EPFO Registration, (v) ESIC Registration, (vi) Service Tax Registration
6	Copies of I.T returns (Last three years returns ending 31.03.2018)
7	Proof of minimum experience
8	Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17
9	Financial Capacity Form (Form-II) duly certified by company auditor
12	Check List Form (Form-III)

Signature of the authorised



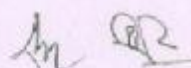
Neel

signatory of the Bidder with
 seal of the firm/company
 Name: _____
 Mob No. _____
 Date: _____

ANNEXURE-II

FINANCIAL BID : TENDER FOR Common Mess and other mess of Old campus and new campus Services Contract UNIVERSITY OF LUCKNOW.

Sl. No.	Items	Per Head per day (Proposed menu)	Rate (Rs.) (per person)
I	Breakfast (per person)	Poha & Chutney or Chole & Bhature or Vada /Idli & Sambhar Chutney or Poori & Aloo sabzi or Uttapam & Shambar Chutney or Parathe Stuffed (Paneer/Aloo) & Dahi or Dosa & Sambhar Chutney or cereal/ dalia & Bread Toast with butter/jam , Tea /coffee/milk will be served everyday]	
II	Lunch (Per person)	Arhar dal, dry veg, gravy veg, plain rice, chappati/tawa roti, salad, pickle or Rajma, dry veg, plain rice, chappati/tawa roti, salad, pickle or khichdi, curd, salad, pickle or kadhi, dry veg, gravy veg, plain rice, chappati/tawa roti, salad, pickle or Channa dal, dry veg, gravy veg, tomato rice, chappati/tawa roti, salad, pickle or tahiri with raita/plain rice with sambhar, salad, picklejeera rice, dal makhni, seasonal veg, off-seasonal veg or mattar pulao, seasonal veg, off seasonal veg, mansoor dal, , chappati/tawa roti, salad, pickle or aloo matar gravy, rice, seasonal veg, mansoor dal, , chappati/tawa roti, salad, pickle or rice, aloo jeera, off seasonal veg, kadhi, chappati/tawa roti, salad, pickle, or rice, rajma, macroni, off seasonal veg, , chappati/tawa roti, salad, pickle or rice, sambhar, seasonal veg, off seasonal veg, chappati/tawa roti, salad, pickle	





Sl. No.	Items	Per Head per day (Proposed menu)	Rate (Rs.) (per person)
		or aloo matar gravy, rice, seasonal veg, mansoor dal, chappati/tawa roti, salad, pickle	
III	Dinner (per person)	moong dal, dry veg, paneer veg, jeera rice, chappati/tawa roti, salad, pickle, barfi OR arhar dal, dry veg, gravy veg, plain rice, chappati/tawa roti, salad, pickle, halwa OR choole, jeera potato, jeera rice, bhatura/poori, salad, pickle, laddu or veg manchurian, veg fried rice, salad, pickle, fruit custard or mix dal, dry veg, paneer veg, jeera rice, chappati/tawa roti, salad, pickle, gulab jamun or moong dal, dry veg, gravy veg, plain rice, chappati/tawa roti, salad, pickle, kheer or black whole dal, dry veg, gravy veg, plain rice, chappati/tawa roti, salad, pickle, balusai or Rice, dal takda, seasonal veg, palak paneer, chappati/tawa roti, ice cream or rice, rajma matar, paneer, chappati/tawa roti, rasgulla or veg biryani, raita, paneer tikka, mattar mushroom chappati/tawa roti, or rice, arhar dal, seasonal veg, sabjee, chappati/tawa roti, gulab jamun or fried rice, chilly paneer (dry), veg manchurian (gravy), dahi or rice, mug dal, seasonal veg, chappati/tawa roti, halwa or rice, dal takda, seasonal veg, chappati/tawa roti, custurd (Pickle and papad everyday) Gross Total (I to III) GST exclusive as per Govt. rule Rate per day per hosteller	

The above contents are only indicative there may be slight variation in the content based on the feedback of the Officer Trainees.

I/we declare that the above-mentioned quoted rates will remain valid for one (01) year from the commencement of contract agreement and in no case shall I/we demand any

Am *GR*

Am

increase of rates on any ground whatsoever. The terms and conditions as indicated in the instructions to Tenderers are acceptable to us.

Yours faithfully,

(Seal and Signature of the Tenderer) with date

Name.....

Position.....

Postal Address.....

Phone No.....

SECTION-8

(FORMS AND CHECK LIST)

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1	NAME OF THE FIRM /COMPANY	
2	NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE	
3	COMMUNICATION ADDRESS	
4	TELEPHONE AND MOBILE NO.	
5	E-MAIL ID	
PARTICULAR	DETAILS OF THE BIDDER'S REPRESENTATIVE	

1	NAME OF THE CONTACT PERSON	
2	DESIGNATION	
3	COMMUNICATION ADDRESS	
4	TELEPHONE NO.	
5	MOBILE NO.	
6	E-MAIL ID	

FORM-II

FINANCIAL CAPACITY FORM

Name of the Firm:

Address of the Firm:

Description	FINANCIAL YEARS (in INR)		
	2015-16	2016-17	2017-18
Annual Turnover			

Signature of the authorised signatory of the Bidder with seal of the firm/company

Name: _____

Handwritten signature

Handwritten mark

Mob No. _____
Date: _____

NOTE: To be certified by Company Auditor with and signature

FORM-III

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work executed or being provided)

1. Description of previous experience

a. Scope of work

c. Period

e. Amount of compensation levied, if any

f. Performance Report

(i) Quality of Food - Excellent/Very Good/Good/Fair

(ii) Resourcefulness - Excellent/Very Good/Good/Fair

g. Compliance of all statutory requirements- Yes / No

(Seal of the Organization)

(Signature of the Responsible Authority)

Contact details:

Date:

FORM-IV

CHECK LIST

Sl. No.	Particulars	YES/NO
11.3	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form, (iv) Financial Capacity form and (v) Checklist ?	
11.4	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
11.5	Have you enclosed the draft for EMD with the Technical Bill?	
5.	Have you provided the proof of having met the following minimum eligibility criteria?	
5.1.	Legal Valid Entity: Have you furnished the attested Certificate issued by the Registrar of firms / Companies?	





Sl. No.	Particulars	YES/NO
5.2.	Financial Capacity: Have you furnished Audited Balance Sheets as required?	
5.3.	Registration with Government Bodies like ESIC, EPF, Labour Laws, Service Tax : Have you provided a copy of each of the Registration certificate?	
5.4.	Experience: Have you provided the attested experience Certificates issued by the Organizations / Government Deptts/ competent persons of the last three years?	
7.	Have your Technical Bid been prepared and submitted as per the requirements of the Tender?	
	FINANCIAL BID	
8.	Have your financial Bid proposal duly filled as per instructions?	
9.	Have you quoted prices against each of the category/item?	
10.	Have you provided cost break ups for all components in the Financial bid?	
11.	Have you attended pre-bid site visit/briefing?	
12.	Have to provided PAN,AADHAR and GST No. Enclosed copy	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorised signatory of the Bidder with seal of the firm/company

Name: _____

Mob No. _____

Date: _____

SECTION-10

(AGREEMENT/CONTRACT FOR SUCCESSFUL BIDDER)

DRAFT OF THE AGREEMENT

TO BE JOINTLY SIGNED BY UNIVERSITY OF LUCKNOW AND THE CONTRACTOR FOR RUNNING UNIVERSITY Common Mess and canteen services AT UNIVERSITY OF LUCKNOW

(To be signed on a Stamp Paper of Rs. 100/- to be purchased by the Contractor)

AGREEMENT

This Agreement made on this date _____ between the University of Lucknow, Lucknow -226007 of one part and _____ of the other part (hereinafter called the caterer run Common Mess services and canteen as mentioned in the Tender Document invited by the UNIVERSITY OF LUCKNOW for , Hostellers, staff and guests of the University. Whereas it is thought desirable to grant a Contract (not being a lease) to the caterer to prepare and serve the aforesaid items to the staff, Hostellers and guests in the MessCanteen, office complex and in the conference room /guest house (in special cases as and when required).

Handwritten signature

Handwritten signature

The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

1. That the Caterer has been granted the contract to run Mess/ Canteen in the premises of the University of Lucknow initially for a period of one year w.e.f. date of signing MOU with Finance Officer on the terms & conditions contained in the Tender Document, Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The contract is also terminable on three-month notice by either side.

2. That the items served by the Caterer shall be wholesome and hygienic prepared in the clean atmosphere. The UNIVERSITY OF LUCKNOW and/or their authorized nominees may at any time enter the kitchen area allotted to the caterer for the purpose of this contract and take away samples of raw material, semi-prepared or fully prepared eatable items free of cost for the purpose of inspection, trial or analysis, and the decision of the authorities of the UNIVERSITY OF LUCKNOW with regard to the desirability or quality of the food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for use/consumption, the University of Lucknow authorities may - (i) issue warning; and / or (ii) get the said raw material/items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the Contractor for the discarded material/items.

If, however, this problem recurs in spite of warning having been issued, the UNIVERSITY OF LUCKNOW reserves the right to impose financial penalty as decided by the University of Lucknow authorities or the contract may be cancelled without giving any notice.

3. The items of menu, which the Caterer would be expected to supply in the mess are indicated in the Appendix II. The rates of items to be served by the Caterer shall be valid on annual basis, i.e., from August to May every year and in-between revision shall NOT be allowed. The UNIVERSITY OF LUCKNOW may, if considered necessary, revise the rates only after one year of the contract in regard to the items of food/eatables and drinks. Till such time that the revised rates become operative, the caterer shall charge the existing rates.

4. That the caterer shall use either Parag or Amul milk. In case he is unable to maintain the above supplies for any genuine reasons, he should arrange to procure from other sources supplying good quality milk.

5. That the caterer shall not make any additions or alterations in the premises allotted to him for providing canteen services.

6. That the caterer has agreed to keep the premises and its surrounding area neat, clean and tidy at all times and according to the Health/Hygienic conditions bye-laws of the Municipal Corporation of Lucknow or any other government/statutory body. In the event of violation of any of the aforesaid bye-laws in and around the Canteen Kitchen/cooking area or dining hall, the caterer shall be responsible for any penalty/fine imposed by the concerned authorities.

7. That in the event of LMC Health Department or any other government/statutory body authorities taking samples of raw material used by the caterer and those samples are not found fit/up to the mark for human consumption, the caterer shall be fully responsible for any fine/penalty imposed or legal recourse taken by such authorities.

8. That the contractor has agreed to pay to the UNIVERSITY OF LUCKNOW electricity and water charges on the basis of actual units consumed.

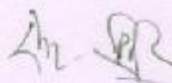
9. That the caterer has agreed to provide sufficient number of cooks, waiters and other support staff in the kitchen and dining hall and shall take all reasonable precautions to ensure that these workers attire themselves properly while on duty and are civil, polite, sober and honest in their dealings with the University of Lucknow staff, students, visitors and guests. He shall also employ only those workers whose antecedents have been verified by the police and are medically fit in all respects.

An 

10. That any employee deployed by the Caterer in the premises becomes liable for suspension or dismissal by the UNIVERSITY OF LUCKNOW due to his actions, disobedience or misconduct, the caterer shall accept the decision of the UNIVERSITY OF LUCKNOW as final and abide by such decision. For such an event, the UNIVERSITY OF LUCKNOW shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the University of Lucknow authorities indemnified.
11. The UNIVERSITY OF LUCKNOW will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has not fulfilled any of the conditions of this contract or that his working is unsatisfactory, the UNIVERSITY OF LUCKNOW may terminate the contract after giving the caterer three-month notice, but no such notice will be necessary if the contract is terminated on the ground of service of any undesirable commodity.
12. That the caterer will not transfer or assign any part of his interest under this contract and that this contract shall also be liable to be terminated by the death or insolvency of the caterer before the expiry of the period of this contract.
13. That it is agreed between the parties that no interest whatsoever in the premises has been assigned by the UNIVERSITY OF LUCKNOW to the contractor and the possession of the premises will always that of the UNIVERSITY OF LUCKNOW, even when the premises are in use or occupation of the caterer.
14. The UNIVERSITY OF LUCKNOW shall provide to the caterer necessary equipments, furniture & fixtures, as per attached Annexures and he shall maintain them in good condition. He shall be responsible for their maintenance.
15. The caterer shall provide all other implements for running the canteen like crockery, cutlery, table linen, flower posts, livery or the Canteen Staff and these shall be of good quality and standard.
16. The caterer shall be required to procure gas refills in sufficient quantity for cooking purposes at his cost. The cooking equipments shall be provided in working condition by the UNIVERSITY OF LUCKNOW. However, subsequently operational expenses will be borne by the caterer himself. The caterer shall be responsible for any loss/theft of the gas cylinders and other equipment provided to him by the UNIVERSITY OF LUCKNOW.
17. The caterer shall also be responsible for the upkeep of equipments provided by the UNIVERSITY OF LUCKNOW. In case of any damage to the furniture and equipments (list attached) by any person, he will immediately inform in writing the concerned authorities of the UNIVERSITY OF LUCKNOW for recovery of such losses/damages from the defaulters, failing which the caterer shall himself be liable to pay the cost as decided by the UNIVERSITY OF LUCKNOW.
18. All the equipments, furniture/fixtures, including gas and electrical installation of the Mess/Canteen kitchen/dining hall shall be given to Contractor in good working condition. These will be used carefully & cautiously by his employees. The repairs up to the cost of Rs. 1,000/- of the gas and electrical appliances will have to be got done by the Contractor at his own cost.
19. That the Mess shall maintain a Suggestion Book for recording suggestions for improvement of Canteen Services. Such suggestions, as approved by the University of Lucknow authorities, shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the University of Lucknow designated authorities. In witness whereof the parties have put their hands to this agreement on the day aforesaid.

Signed on behalf of the Contractor

Signed for and on behalf of the University of Lucknow

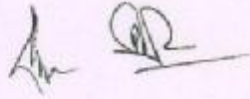


(Authorised Signatory)

Witness:

1.

2.

Two handwritten signatures in black ink. The first signature is on the left, and the second signature is on the right, slightly higher and more stylized.