

## **TERMS AND CONDITIONS FOR RUNNING STUDENTS MESS**

1. Quotations are invited for running the Students' Mess of Army College of Nursing, C/O Military Hospital, Jalandhar Cantt for a period of one year only.
2. The firm/individual must have the PAN/TAN Number and should be a registered contractor and having experience in the field of catering services.
3. The present strength of students and staff is 215 which may increase or decrease. The menu to be followed is attached. The menu is subject to minor changes if required by the Students Mess Committee.
4. The firm/individual willing to run the Students' Mess of Army College of Nursing, Jalandhar Cantt **will submit a Demand Draft for Rs 50,000/- towards Refundable Earnest Money alongwith their quotation in favour of "Army College of Nursing, Jalandhar Cantt" issued by any Scheduled Bank other than cooperative bank. This demand draft will be put in a separate envelope alongwith the quotation and it should superscribed with heading "Earnest Money for Mess Contract". The quotations without Earnest Money shall be rejected.** The earnest money in respect of the successful bidder will be adjusted towards the security money as per para 4 of the terms and conditions given below.
5. **Monthly rebate of Rs 3,000/- will be paid by 10<sup>th</sup> of the succeeding month. The firm/individual will also submit a security deposit of Rs 1,00,000/- (Rupees one lakh only) with the college.** The earnest money in respect of the successful firm will be considered as 50% of the security deposit and balance 50% of the same will be deposited with the college within seven days of the award of the contract. The Earnest Money / Security Deposit will be forfeited in case the firm/individual does not start the work within the time limit specified or comply with any of the terms and conditions/contract.
6. **Rent, electricity and water charges for mess portion will be paid by the contractor.**
7. The firm/individual will furnish a report of antecedents alongwith necessary police verification in respect of all the individuals to be employed by him. This shall also be applicable for those provided on temporary or replacement basis.
8. **The firm/individual will also be responsible for depositing the EPF, ESI and other contributions for them as required under various laws.** In case of any infringement, the contractor will be liable to pay the required amount or damages if any to Army College of Nursing, Jalandhar Cantt/concerned authority without claiming the same from Army College of Nursing, Jalandhar Cantt.

9. Contractor shall provide STD booth and Ironing/Washing facility to students on payment.

10. **Warden(s) and Assistant Warden(s) will dine with the students free of cost. The inliving faculty / staff will also dine in the mess and will pay the same rate as applicable to students.**

11. **The college will only be responsible for providing utensils for the use by students. The equipment required for storage, preparation and distribution of food will be arranged by the contractor.**

12. Food prepared/served should have good nutritional value and be hygienic.

13. Contractor will ensure proper hygiene and cleanliness of the staff, cook house/ mess complex and utensils. He will use good quality utensils/storage bins and rations.

14. Violations/Deficiencies, if any, shall be intimated to the contractor and contract terminated after three major infringements. However, the contractor will continue to provide the services till alternate arrangements are made by Army College of Nursing, Jalandhar Cantt.

15. In case meals are found deficient in quantity and quality, the contractor will not be paid for the same. The decision of the management with regard to the menu, quality and quantity of items will be final and non negotiable by the contractor or any other form of arbitration.

16. The firm/individual should be registered with EPF, ESI, Service Tax departments and photocopies of the following documents will be attached alongwith the quotation : -

- (a) ESI Registration.
- (b) PF Registration.
- (c) ST Registration.
- (d) ESI, PF and ST latest deposit receipts.
- (e) PAN Card.

17. The firm/individual will also attach an undertaking having read the above conditions and to abide the same in future if the contract for running the students mess is awarded to them.

18. **Jurisdiction.** The contract shall be governed by the Laws of India for the time being in force. The Courts of Jalandhar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this contract/terms and conditions.

19. **Settlement of Disputes.** Any disputes or difference arising out of or in connection with the Contract/Terms and Conditions shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.

20. **Arbitration.** In the event of any dispute or difference arising under this Contract, the matter shall be referred to the Arbitrator to be nominated by the Director, Army College of Nursing, Jalandhar Cantt and whose decision will be final and binding on both the parties. The venue of arbitration will be Jalandhar Cantt subject to as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this Contract.

21. Tenderers meeting the eligibility mentioned above may, at their option submit the sealed quotations to be submitted by **10 Aug 2013 by 1300 hrs** in the name of Principal, Army College of Nursing, Jalandhar Cantt. Quotations received after due date and time will not be considered. The envelope containing the quotation should clearly subscribe the heading **“QUOTATION FOR RUNNING THE STUDENTS MESS”**. No request for the extension of due date will be considered.

22. The Director, Army College of Nursing, Jalandhar Cantt reserves the right to accept or reject any quotation without assigning any reason thereof.

**We agree to the above terms and conditions.**

**Place:**

**Signature of Tenderer with seal**

**Date:**

**Note: A copy of our terms and conditions duly signed should accompany your quotation.**