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Website : www.aicte-india.org



सत्यमेव जयते

अखिल भारतीय तकनीकी शिक्षा परिषद्  
(भारत सरकार का एक सांविधिक निकाय)  
मानव संसाधन विकास मंत्रालय, भारत सरकार  
नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110067  
**ALL INDIA COUNCIL FOR TECHNICAL EDUCATION**  
(A Statutory Body of the Govt. of India)  
Ministry of Human Resource Development, Govt. of India  
Nelson Mandela Marg, Vasant Kunj, New Delhi-110067

F.No. 2(268)/ Admin-III/AICTE/ 2017-18

Dated: 16.10.2018

To,

**M/s. Premanand Canteen Contractors,**  
301-A, VP Block, Pitampura,  
New Delhi - 110034  
Email: [premcc2000@gmail.com](mailto:premcc2000@gmail.com), [pccfpdds@gmail.com](mailto:pccfpdds@gmail.com)  
Contact No.: 9990849080, 9990849077

**Letter of Award/Work Order**

**Sub:- Award of Contract for providing Kitchen, Catering and Hospitality services for AICTE Guest House and Canteen at its Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi.**

Sir,

I. This has reference to the following:-

- a. AICTE Notice Inviting e-Tender through CPP Portal, Govt. of India/AICTE Website vide F.no. 2(268)/Admin-III/2017-18, Dated: 05<sup>th</sup> July, 2018 CPP Portal Govt. on India. (URL: <https://eprocure.gov.in/eprocure/app>) (Tender ID No. 2018\_AICTE\_356201\_1)
- b. Addendum issued vide above Tender ID no. 2018\_AICTE\_356201\_1, Dated 18<sup>th</sup> July, 2018 uploaded on CPP Portal Govt. on India and AICTE website.
- c. Your Technical bid uploaded on CPP Portal vide Bid ID No. 1236852 opened on 25.07.2018.
- d. Your Financial bid uploaded on CPP Portal vide Bid ID No. 1236852 opened on 04.09.2018

II. In reference to the above, based on the recommendation of the Technical bid Committee dated 25.07.2018 and recommendation of the Financial bid Committee dated 04.09.2018 the Competent Authority of AICTE has approved to offer the award of contract for providing "Kitchen, Catering and Hospitality Services" for AICTE Guest House & Canteen at its Headquarters, Nelson Mandela Marg, Vasant Kunj, New Delhi. This contract shall initially be awarded for a period of one year which is extendable further on existing terms & conditions as desired by AICTE, subject to satisfactory performance of the Contractor. However, in order to evaluate the performance and services of the Contractor, the contract will have a probationary period of 03 months. The contract for the remaining period of 09 months will be confirmed only if the services and quality of the items served by the Contractor are found satisfactory during the probationary period.

III. M/s. Premanand Canteen Contractors has to arrange the Health Trade License from the concerned Municipal Corporation or any other agency for running the canteen at AICTE HQ premises Nelson Mandela Marg with in a period of one month which is mandatory for all the eating establishment operating in the jurisdiction of concerned Municipal Corporation of Delhi. The validity of the License should be for a period of 01 year.

IV. M/s. Premanand Canteen Contractors **shall give its acceptance within a week's time** and submit/deposit the performance Guarantee amount in the form of Bank Guarantee/Demand Draft/Pay Order of the 10% value of contract i.e. amounting to **Rs.5,00,000/- (Rupees Five Lakhs only)** in the favor of Member Secretary, AICTE payable at New Delhi valid for 14 months from date of award of work.

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V. The terms and condition is as under:-

1. M/s. Premanand Canteen Contractors has to maintain the quality of the food items as per prescribed standards of FSSAI and other Govt. agencies working in the field of Foods / Hospitality i.e. ITDC and IRCTC, failing which the Tender will be terminated without any notice with immediate effect.
2. AICTE will charge for Electricity Bill from the Vendor at canteen and the guest house on basis of sub meter installed in the premises for the purpose, however water will be provided free of cost.
3. In case of any kind of damage to the building / equipment / furniture etc., the charges will be recovered from the Vendor as per the estimate decided by Competent Authority of AICTE.
4. AICTE will not charge on Account of Rent/License fees/Maintenance charges for the space provided to the vendor for the running of Kitchen at AICTE HQ.
5. The financial bid will contain the provision of all the type of food items required for day to day functioning, events, National programme, International programme & Special menu etc. as per financial bid submitted by you. (05 Nos. Financial/Price bid copy **attached**)
6. The Vendor will make the Hospitality arrangement for the events to be organized by AICTE or any other Govt. body in the AICTE premises. The rate will be charged by the Vendor as fixed by AICTE on the basis of approved rates in the letter of award. The menu will be selected/decided and finalized by the organizer / concerned bureau of the event.
7. No payment will be made by AICTE for the manpower deployed by vendor for hospitality arrangement required in the regular functioning/during events. All the cost of Manpower will be borne by Vendor.
8. AICTE will not bear any cost for the of manpower/staff deployment by the Vendor. The vendor will be responsible to provide satisfactory services as per requirement of AICTE by providing sufficient manpower/staff and their cost will be borne by the Vendor only.
9. AICTE will provide the Housekeeping Service only in the Dining Area.
10. The Kitchen / Cooking area and store area shall be maintained neat and clean by the Vendor at own level. The vendor has to maintain hygienic condition in the Kitchen Area by taking all the precautions.
11. The store room, kitchen & other storage area where raw material is to be stored by the Vendor in the whole premises of the Canteen and Guest House shall be liable for surprise inspection by Authorized Officer(s) of AICTE to check the quality of the raw material and food items used and provided by Vendor. The contractor shall have to abide by the instructions issued by the Authorized Officer of AICTE from time to time. (According to rules and norms of AICTE and Govt. of India)
12. AICTE will provide the Kitchen equipment's presently available at both the location i.e. AICTE HQ & Guest House. Besides above no other equipment will be provided. The vendor will arrange rest of the equipment at their own level if required by vendor. The Vendor will hand over the equipment's in working conditions at the time of closure of contract before releasing Performance Guarantee (P.G. money).
13. The Contractor shall employ adequate number of qualified and experienced persons as per requirement like Supervisors, Cooks, Masalachi, Waiters etc. to ensure provision of efficient and high standards of services envisaged in the scope of work.



14. The Contractor shall be wholly responsible for the payment of salaries/wages, provident fund, ESI benefits etc, as per labor act and all other legal liabilities and statutory requirement under the various acts in force from time to time during the contract period.
15. The Contractor will have to make his own arrangements for accommodation for their staff. Moreover, no personnel of contractor will be allowed to stay in the Guest House/ AICTE HQ, New Delhi after duty hours except the staff on duty.
16. All workers shall be the employees of the Contractor for all the purposes and AICTE will have no responsibility or liability on this account. The Contractor shall fully indemnify AICTE in the event of any claims made by his employees. AICTE is not responsible for death, disablement, injury, accident to contractor's employees which may arise out of and in the course of their duties with the Contractor. In such case AICTE shall not be liable to pay any damages or compensation to the contractor's employees.
17. The contractor shall have to provide cooking gas at his own cost at all times.
18. The contractor will be solely responsible for shortages & damages DUE TO NEGLIGENCE OF THE CONTRACTOR OR HIS EMPLOYEES to the AICTE property and the items provided at the Guest House by AICTE and will be required to compensate for avoidable damages or loss or such items issued during the period of the contract. None of the items belonging to the AICTE will be taken out by the Contractor at any time without proper authorization.
19. The Bureau in charge/AICTE Committee shall certify the quality of lunch/dinner, refreshment served by the contractor. In case of default of the contractor in quantity & quality, AICTE will have the right to effect recovery from the Bidder. In addition, for unsatisfactory performance, AICTE will have the right to recover liquidated damages from the monthly bills of the contractor @ 0.5% of the contract value per day & maximum 5% of the contract value.
20. AICTE may terminate the contract at any time after giving one months' notice in case of:
  - a. Fraud committed by the contractor.
  - b. Serious default of the contract committed by the contractor.
  - c. Sub-contracting without authorization from AICTE;
  - d. If services are found not satisfactory.
21. Any act on the part of the contractor or his employees which will be prejudiced to the reputation of the AICTE shall be considered as grave breach of the condition of the contract and shall render the contract liable for immediate termination.
22. This award of work to the contractor is a mere license to enter the premises and does not confirm any tenancy right or ownership. The entire and exclusive possession of the premises will remain and shall at any time be deemed to have remained always with the AICTE.
23. During the tenures of the contract the contractor shall strictly comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provision of the various Labor Laws namely, Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Employees State Insurance Act, 1948, The Employees Provident Fund & Miscellaneous Provision Act, 1952, Payment of Bonus Act, 1965 as applicable and rules there under and other statutory regulations, rules that are in force and such of the labor enactments that may be made applicable to him. Contractor shall be required to maintain and produce records under various laws for the inspection and perusal of the representatives of the management/ statutory authorities at any time. Any obligations financial or otherwise imposed under any statutory enactment rules and regulations there under shall be sole responsibility of the contractor.
24. All staff employed by the contractor shall be the contractor's employees for all intents and purposes.

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25. The contractor shall cover his employees under the Employee Provident Fund Act under his own Code No. and shall deposit their E.P.F. contribution with the provident Fund Commissioner every calendar month if applicable as per Govt. Norms. The contractor should give the complete list of employees and the details of recovery of E.P.F. from their wages and also the equivalent employee's contribution.
26. The contractor shall cover his employees under the E.S.I. Act under his own Code No. and shall deposit their E.S.I. contributions regularly every month.
27. The contractor will have to pay wages as per the provisions of the Minimum Wages, act, 1948 as announced by the Government from time to time.
28. The contractor will have to pay 06 monthly contributions of their employees to the Welfare Commissioner and compliance with provisions of the Labor Welfare Act, if any, applicable in Delhi.
29. Engagement of Child Labor/Adolescent is prohibited and any violation to this clause, the contractor will be black listed and whenever there are violations of the provisions, the AICTE will resort to legal action as deemed fit.
30. The monthly bills submitted by the contractor will be paid only after the contractor produces the documents of monthly payments, register of E.P.F. and ESIC contributions of workers duly certified received by the EPF/ESIC authority, if applicable.
31. Income Tax will be deducted at source from the bills of the vendor as applicable from time to time.
32. The contractor shall execute an agreement as per AICTE standard format on a Rs.100/- non judicial Stamp Paper. This contract will be governed by Indian Laws.
33. In the event of any difference and disputes arising out of or in connection with or relating to this contract all such differences and disputes shall be referred to the sole arbitration of the arbitrator appointed by the Member Secretary, AICTE, New Delhi and the decision of the arbitrator shall be final and binding on the parties hereto. The provisions of the arbitration & conciliation Act 1996 shall apply to such arbitration along with statutory modification or enactment thereof. The venue of arbitration shall be at New Delhi only.
34. "Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator appointed by AICTE on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator. The arbitrator shall be appointed within a period of 30 days from date of receipt of written notice/demand of appointment of arbitrator from either party.
35. The appointment of sole arbitrator by AICTE, It is stated that Arbitration and Conciliation Act, 1996 does not permit one party to appoint a sole Arbitrator unilaterally. To solve this issue in accordance with the provisions of the Act, AICTE and Vendor (both parties) can appoint one Arbitrator with mutual consent. If both parties fail to appoint one Arbitrator with mutual consent, then Arbitrators can be appointed i.e. one Arbitrator by Each party and the third Arbitrator by the Two Arbitrators. Kindly take necessary action accordingly.
36. The decision of sole arbitrator shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi. The parties agree to comply with the awards resulting from arbitration and wave their rights to any form of appeal in so far as such waiver can validly be made.

*Signature*

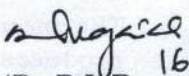


37. Rules governing arbitration proceedings: The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.”
38. The Contractor is, therefore, advised to ensure that all the necessary documents are properly furnished in time whenever revision is requested for. In addition to above terms and conditions, all the terms & conditions as mentioned in the e-tender document , subsequent addendum dated 18.07.2018 , scope of work, etc. will form part and parcel of the work-order and shall be binding on the vendor as specified.
- VI. You are requested to take the charge of the premises along with Kitchen Equipments and start functioning of Canteen at AICTE HQ & Guest House w.e.f 22.10.2018.

If the above terms and condition are acceptable to you then convey your acceptance by 16.10.2018 and start your kitchen at both the location from 18.10.2018 without fail. The deposit of P.G.Money through Demand Draft/Pay Order/Bank Guarantec amounting to **Rs.5,00,000/- (Rupees Five Lakh Only)** and the execution of agreement process may be completed with in weeks time

This issues with the approval of Competent Authority.

Yours Faithfully

  
(Dr.B.L.Rama) 16/10/2018  
Adviser (Admin)

- Encl:- 1) Financial bid (L1 bidder) downloaded from the CPP Portal is enclosed.  
2) List of the Kitchen equipment uploaded on CPP Portal through Addendum on dated 18.07.20108 (enclosed)

**Copy to:-**

1. PS to Hon'ble CM/VCM/MS for kind information please.
2. Adviser (Finance)/DDO, AICTE for kind information please.
3. Director (EMC), AICTE HQ with the request to make arrangement for handing over and taking over arrangement on 18.10.2018 with the old vendor and new vendor including taking over of all the kitchen equipments, and send all the recoveries to be made form the old vendor to Finance Bureau to effect the recoveries from the pending bills. NOC certificate may be sent to Admin Bureau and Finance Bureau for releasing P.G.Money of the vendor
4. Director (e Gov.) with the request to take necessary action for uploading of the detail of award for closure of the tender to avoid any complication/complaint at later stage.
5. All Bureau's/Cell's Heads for kind information please and with the request to settle the account with the vendor and recovery if any same may be intimated to Finance Bureau towards excess payment made if any.
6. Director (Admin)/Deputy Director (Admin) for kind information please.
7. Guard File.





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**ALL INDIA COUNCIL FOR TECHNICAL EDUCATION**  
(A Statutory Body of the Govt. of India)  
Ministry of Human Resource Development, Govt. of India  
Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

**F. No. 2(223)/ Admin-III/ AICTE/2016-17**

**Dated: 16.10.2018**

To,

M/s. Prime Services,  
F-30, Moti Nagar,  
New Delhi - 110015

**Sub:- Closure of contract for "Kitchen Catering & Housekeeping Services" for Guest House/Canteen of AICTE at its HQ, Vasant Kunj, New Delhi and handover the vacant possessions of premises to EMC Cell regarding**

Sir,

Kindly refer to this office work order No. 2(223)/Admin-III/2016-17 dated 26.04.2017 vide which the contract for "Kitchen Catering & Housekeeping Services" for Guest House/ Canteen of AICTE at its HQ, Vasant Kunj, New Delhi was awarded for initial period of six months from 01.05.2017 to 31.10.2017 which was subsequently extended upto 30.09.2018. Competent Authority has accorded the approval for final extension upto 18.10.2018 on existing terms & conditions.

You are requested to vacate the premises on 18.10.2018 by 5:30 PM and hand over the possessions of vacant premises along with all the Kitchen equipments to EMC Cell, which were handed over to you at the time of award of work.

It is further mentioned that all the pending bills for the hospitality arrangement made in the various Bureaus/Cells of AICTE upto 18.10.2018 may be submitted by 29.10.2018 positively. The payment of the pending bills and releasing of performance guarantee money after adjusting the recovery of pending electricity bill and any other dues, if any.

No dues certificate from all the Bureaus/Cells may be attached alongwith the final bill for payment/settlement.

This issues with the approval of Competent Authority.

  
(Dr. B. L. Rama)  
Adviser (Admin)

**Copy to:-**

1. PS to Hon'ble CM/VCM/MS for kind information please.
2. Adviser (Finance)/DDO for kind information and with the request to recover the payments related to electricity or any other charges received from EMC Cell or any other Bureau / Cell till the date of closure of contract before releasing final payment.
3. All Bureau's/Cell's Heads for kind information please.
4. Director (EMC) with the request to make arrangements for taking possessions of the premises from canteen vendor and complete all other formalities required as per procedure of EMC Cell. Also arrange to effect all the recoveries on account of electricity, damages if any or any other account through Finance Bureau. The clearance may be sent to Admin Bureau to release P.G.
5. The Director/Deputy Director (Admin) for kind information please.
6. Guard File.