



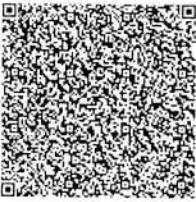
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL60884354913053V
Certificate Issued Date : 10-Feb-2023 02:01 PM
Account Reference : IMPACC (IV)/ dl916803/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL91680394906700828298V
Purchased by : INDYUM SERVICES AND HOSPITALITY PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INDIRA GANDHI NATIONAL OPEN UNIVERSITY NEW DELHI
Second Party : INDYUM SERVICES AND HOSPITALITY PVT LTD
Stamp Duty Paid By : INDYUM SERVICES AND HOSPITALITY PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line



Rajdhani Chalkware Food
Unit of Indyum Services & Hospitality Pvt. Ltd.

Director

7. Either party may terminate the contract after giving 03 months notice. The University will have the right to terminate the contract by giving 24 hours notice in case it is found that running of the contract is injurious to the academic environment/peace and harmony of the campus.
8. The contractor shall be responsible for the payment of wages and allowances and all statutory dues, under the labour laws to the persons employed by him/her for providing the cooking and catering services. The penalties, if any, imposed for breach of any of the laws on part of the contractor shall be sole responsibility of the contractor. The University shall not be responsible for any breach of law by the contractor.
9. The contractor shall be responsible for proper discipline of the employees engaged by him/her. The contractor shall employ only such persons whose antecedent have been verified and have been medically examined for their suitability to work in the cafeteria. The contractor shall ensure that its employees carry a valid identity card while on duty.
10. The contractor will be responsible for keeping the cafeteria and surroundings neat and clean all the times. On adverse finding and agreed by Canteen Committee, fine of Rs.1,000/- for every instance will be charged from the contractor to be deposited within 24 hours.
11. In case of the breach of the terms of the agreement, performance security deposit of the contractor is liable to be forfeited.
12. The Canteen services shall remain open from 9:30 am to 9:00 pm on all working days. However, on special occasions, events the canteen may be required to opened on holiday also.
13. The contractor shall not keep the canteen closed without prior permission from the IGNOU authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by IGNOU, as it may deem fit.
14. The contractor shall not engage the services of any sub-contractor or transfer the contract to any other person. If, it is found at any time that the contractor is unable to provide the canteen services and has sub-contracted to any other party, the IGNOU has right to terminate the contract and to forfeit all security deposits.
15. Contractor **shall not sell cigarette, bidi, pan, gutka, alcohol etc.** in the campus.
16. The contractor will be responsible for keeping the cafeteria and surroundings neat and clean all the times. Violation of this clause shall attract penalty as specified in the penalty clause.
17. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from Canteen premises as soon as possible. Un-refrigerated cooked food, not consumed within three hours in summer months and six hours in winter months, shall deemed to be stale and unfit for consumption. In case of any food poisoning, the contractor will be held solely responsible and may be penalized besides legal action.
18. The oil that remains from deep frying at the end of the day shall have to be disposed off and shall not be recycled for the purpose of cooking again.
19. The service provider selected through this tender process will have to start canteen/cafeteria services within **fifteen (15)** days from the date of signing of the Agreement. Delay beyond this period shall be treated as breach of this agreement.
20. The contractor shall collect the payment directly from the students/ visitors/staff as per the rates approved in the tender document. Bills will be paid by the University administration in case of supply of items/services on the written order of University administration for the official purposes.
21. The contractor shall make own arrangement for accommodation of his service staff outside the University premises. Cafeteria premises shall not be allowed to be used as accommodation.
22. The contractor will ensure high standard of cleanliness, hygiene and sanitation in the kitchen and canteen. The contractor will make the arrangements for keeping all eatables in covered showcase, free from flies and insects. Adequate number of dustbins will be

Annexure-I

DEED OF LICENCE

This Licence Deed entered into on this day 13/02/2023 between Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 a Statutory University established by Act No. 50 of 1985 of Parliament, hereinafter referred to as the (Licensor) which expression shall where the contract so admits, include its successors and assigns and Sh. Shirin Khanam, New Delhi-110045 aged 41 years, Proprietor of M/s Indyum Services and Hospitality Private Ltd, H.No.421/10, Chhatterpur, New Delhi-110074 hereinafter referred to as the (Licensee) which expression shall where the contract so admits, include his heirs, successors and assigns on the following terms and conditions :

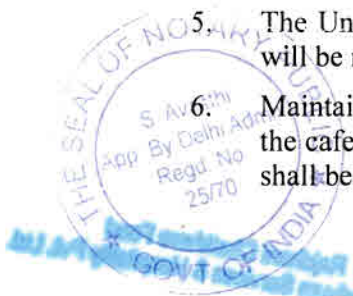
WHERE AS BOTH THE LICENSOR AND THE LICENSEE AGREE WITH EACH OTHER AS FOLLOWS:

Licensor hereby grants license and authorizes the Licensee to use and occupy the accommodation provided for Canteen/Cafeteria within the premises of Licensor at Maidan Garhi, New Delhi.

The License/Contract shall be for a period of two (02) years from 13/02/2023 to 12/02/2025. It may be extended for further period on mutually agreed terms and conditions, if the University finds services to be good.

Terms & Conditions:


1. The successful Bidder/Contractor shall be required to submit a Performance Security of Rs.2,00,000/- (Rupees Two Lakh only) in the form of Bank Guarantee/FDR pledged in favour of IGNOU. Performance Security shall be refunded only after 90 days of the expiry of the agreement period. Penalties, Damages, if any, against the service provider/contractor shall be recovered from this Performance Security. No interest shall be paid on Performance Security.
2. The contractor shall be provided rent free spaces for running of the Canteen/Cafeteria services. However, a fixed amount of Rs.50,000/- per month shall be payable by the contractor to the University towards reimbursement of water and amenities/infrastructure provided by IGNOU to facilitate the contractor to run Canteen/Cafeteria services. Delay in payment shall attract interest @12% per annum.
3. The contractor shall be required to install his own electricity connection for usages of cafeteria and shall be responsible for making payment directly to BSES. The electricity charges towards ACs, lights, fans and kitchen appliances in the dining area and cooking area shall be borne by the contractor. On the expiry of the contract period the contractor shall be required to produce proof of the payment of the last electricity bill for releasing of the performance bank guarantee.
4. The contractor shall be required to install his own PNG connection for usages of cafeteria and shall be responsible for making payment directly to IGL. On the expiry of the contract period the contractor shall be required to produce proof of the payment of the last bill of the PNG for releasing of the performance bank guarantee.
5. The University may provide minimum furniture and fixtures in the dining halls which will be required to be maintained by the contractor.
6. Maintaining of hygiene standard by cleaning, sweeping and dusting within and around the cafeteria shall be the responsibility of the contractor. For this purpose the contractor shall be required to engage necessary staff at his own cost.



Signature of Shirin Khanam
 Proprietor of Indyum Services & Hospitality Pvt. Ltd.
 Director

- which it was left by the predecessor. It is also a term of this agreement that no person other than a person nominated by the Registrar of the University shall act as a Arbitrator, the Arbitrator may, from time to time for making the award, subject as aforesaid to the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under from time to time be applied to such Arbitration. Venue of Arbitration shall be at Delhi/New Delhi and both the parties to the agreement shall bear the cost of Arbitration equally.
35. The caterer shall arrange for service on all working days and on such holidays as may be required by the University during the hours prescribed by the university. The caterer should obtain prior permission of the university to keep the canteen open on all holidays and beyond the hours prescribed.
 36. The caterer shall make arrangements for catering for official meetings at the rates which would be finalized between the caterer and the authorized representative of the university.
 37. The caterer shall provide room service to the employees of the university and the university undertakes to provide necessary equipments like trolleys etc. for the same purpose
 38. On the expiry or early termination of this agreement of licence the said premises shall be vacated peacefully along with all furniture, equipments, fixtures, fittings, etc. that were provided by the University to the caterers and vacant possession thereof shall be handed over to the University within a period of one week.
 39. On failure of the Licensee to vacate the said premises as provided for in the above clause, the licensee shall be liable to pay compensation for the period of such unauthorized occupation after default at the rate of Rs. 2,000/- (Rupees Two Thousand only) per day, and shall also be liable under other laws in force in India.
 40. The said premises shall not be used for residential purpose and the Canteen staff should not misuse the belongings of the University.
 41. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by IGNOU. The decision of the arbitrator shall be binding on the both of parties.

In witnesses whereof the Registrar for an on behalf of the Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 and the Caterer licensee have hereunto set their hand the day and year first above written.


 डॉ. आलोक चौबे / Dr. Alek Chaube
 (Signature) कुलसचिव (प्रशासन) / Registrar (Admn.)
 Registrar (Admn.)


 Rajdhani Chatterjee Food
 Unit of Indyum Services & Hospitality Pvt. Ltd.
 Director
 (Signature)
 M/s Indyum Services and Hospitality
 Private Ltd,
 H.No.421/10, Chhatterpur,
 New Delhi


Witness - 1


 डॉ. वि. ए. शर्मा / Dr. V. A. Sharma
 उप कुलसचिव / Deputy Registrar
 उप कुलसचिव / General Administration

Witness - 1

Aamir
Zakir Nagan Dholan Okla

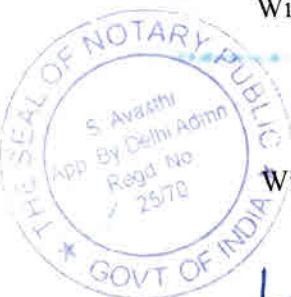
Witness - 2


 राधेश्याम / Radhey Shyam
 अनुसंधान अधिकारी / Section Officer
 अनुसंधान विभाग / Administration Division

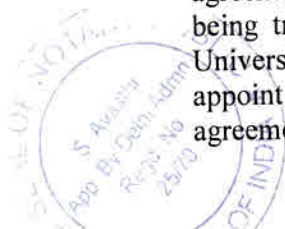
Witness - 2

MD. Zakir
Durga Ashram, Chhatterpur

ATTESTED



- provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles within the canteen. The contractor will also ensure that no used utensils viz cups, plates are lying in the IGNOU campus and these should be removed immediately and frequently.
23. The contractor should supply the items at the rates fixed/finalised by the University.
 24. The University's competent authority shall, on demand, be supplied with a sample of any edibles exposed for sale free of cost for inspection and analysis.
 25. The Comments/Suggestions Box should be prominently displayed in Cafeteria to be regularly checked by the university's administration through Canteen Committee.
 26. Room Services in the campus are to be provided at an extra charge of 10% on the tender approved price.
 27. The contractor shall on the expiry/termination of the contract of this license handover peaceful possession of the said premises to the IGNOU in as good condition as they were in on the date of taking over.
 28. All the articles, if any, issued by the University to the Caterer, shall be insured by the Caterer at his own cost, against loss by fire, theft or damage on wilful destructions etc. as per the relevant clauses of duly accepted tender document.
 29. The Caterer (Licensee) shall always keep the Cafeteria/Cafeteria premises in clean and hygienic condition to the satisfaction of the University and shall not damage it or allow any thing to be done therein which may endanger any part of the building/premises to be damaged by fire or other causes and shall hand over the said premises in good condition to the University on termination/expiration of this Licence. The canteen premises including kitchen shall also be kept open for inspection by the University or any person authorized to do so by the University at any time. After the annual repairs etc. have been done by the University (Licensor) the Caterer (Licensee) shall himself be responsible for keeping the premises clean. Any defects thereafter in respect of floors, walls, doors and room shall be rectified by the Caterer at his own cost.
 30. The Caterer (Licensee) shall abide by the Municipal by-laws including the food and adulteration act and rules thereunder and other applicable laws relating to the sale of foods, drinks etc. and shall obtain necessary licence from the Competent Authority.
 31. The prices to be charged by the Caterer for the sale of items of food and drinks shall not exceed those agreed to by the Caterer in the tender in consideration of quality and quantity of each item and approved by the University and the price list shall be displayed or hung prominently near the counter from where the food is served. The price list herein referred to is appended to the Agreement as duly accepted tender document shall form an integral part of the agreement.
 32. The Caterer shall, while the licence is in force, keep a complaint and suggestion book in a prominent place in the said premises in which complaint and suggestion may be recorded and which shall be open to inspection by the University at any time.
 33. The Caterer shall provide uniform at his own cost to the persons employed by him for the above job. The Caterer shall carryout the instructions of the University in regard to the behaviour and discipline of his employees. They must not be below the age stipulated by law and registered with local Police Station. They will be medically examined by the Doctor authorized by the University before being declared Medically fit to serve in the University Canteen/Cafeteria.
 34. All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise hereinafter specifically provided for) shall be referred to the arbitration of Sole Arbitrator of any person nominated by the University. There shall be no objection to any such appointment on the ground that the person appointed is a University employee. It is a term of this agreement that, in the event of such 'Arbitrator to whom the matter is originally referred being transferred or vacating the office or being unable to act for any reason, the University at the time after such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at



[Signature]
 Registrar
 Dr. S. P. Rout