



Government of India
Department of Atomic Energy
Board of Radiation & Isotope Technology

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Maharashtra
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Tender No. BRIT/GEN/FMP/2/2020

Running a Canteen at Fission Molly Project (FMP) Site, behind ISOMED, BRIT Premises, outside BARC South Gate, Trombay, Mumbai – 400 085

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Tender No. BRIT/GEN/FMP/2/2020**NOTICE INVITING TENDER**

Sealed tenders are invited for and on behalf of the President of India by Chief Administrative Officer, Board of Radiation & Isotope Technology (BRIT), Vashi Complex, Sector – 20, Vashi, Navi Mumbai – 400 703, from reputed operators based in Mumbai and Navi Mumbai having valid license from Food Safety & Standards Authority of India/State Government/Municipal Corporation/Public Health Department for running a Canteen at Fission Molly Project (FMP) Site, behind ISOMED, BRIT Premises, outside BARC South Gate, Trombay, Mumbai – 400 085 as per the details given below:

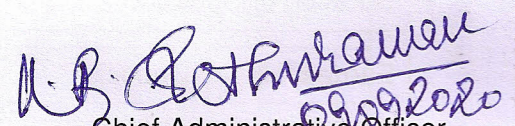
Nature of work	Running a Canteen at Fission Molly Project (FMP) Site, behind ISOMED, BRIT Premises, Outside BARC South Gate, Trombay, Mumbai – 400 085
Duration of Contract	One year
Earnest Money Deposit	Rs. 5,000/- (Rupees Five Thousand only)
Security Deposit	Rs.10,000/- (Rupees Ten Thousand only) upfront prior to award of contract.
Last date for submission of tenders	Upto 1500 hours on 13/10/2020
Date, Time and Venue of opening Technical Bid	13/10/2020 @ 1600 hours Venue : Office of Administrative Officer-III, REPF Building, BRIT, Vashi Complex, Sector – 20 , Vashi, Mumbai – 400 703
Contact details for clarification regarding tender documents (Tuesday to Saturday)	Assistant Personnel Officer, General Section, REPF Building, BRIT Vashi Complex, Sector – 20, Vashi, Mumbai – 400 703 Telephone Nos. : 2788 7015, 2788 7018 Fax : 2788 7019 e-mail : apomain@britatom.gov.in

2. Interested Agencies in Mumbai and Navi Mumbai may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) by means of a Demand Draft or Banker's Cheque drawn in favour of Pay and Accounts Officer, BRIT. EMD of the unsuccessful Bidders will be refunded. If the Bidder/Tenderer refuses to accept their bidding due to their own reasons, their EMD will be forfeited.

Provisions of Rule 170 of General Financial Rules, 2017, will be applicable in respect of Micro, Small and Medium Enterprises.

3. Tender document can be downloaded from our website: www.britatom.gov.in from 09/09/2020 to 03/10/2020 upto 1630 hours.

4. Tenders may be submitted in person or sent through speed post/courier so as to reach Chief Administrative Officer, BRIT/BARC Vashi Complex, Sector-20, Vashi, Navi Mumbai – 400 703 or his authorized representative on or before 13/10/2020 upto 1500 hours (or the next working day if the tender receiving date happens to be a holiday).
5. The Bid will be opened on 13/10/2020 at 1600 hours in the presence of attending Tenderers.
6. Chief Administrative Officer, BRIT, on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders. Tenders, in which, any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer, shall be summarily rejected.



Chief Administrative Officer
Board of Radiation & Isotope Technology
For and on behalf of President of India

Date : 09.09.2020

Place: Navi Mumbai

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Tender No. BRIT/GEN/FMP/2/2020**2. SCOPE OF WORK**

Running a Canteen at Fission Molly Project (FMP) Site, behind ISOMED, BRIT Premises, outside BARC South Gate, Trombay, Mumbai – 400 085, The nearest Railway Station for Fission Molly Project (FMP) Site is Mankhurd Railway Station and landmark is Anushaktinagar BARC Colony.

The Canteen will operate from 9.00 a.m.to 05.30 pm during all the days (Except Sunday). The tenderer shall ensure to keep the canteen open at such timing as fixed by BRIT.

- (a) The Contractor shall remove the refuse from kitchen and dining hall premises twice every day or more often, if necessary. The refuse shall be segregated into wet and dry refuse and be kept for disposal at the designated area.
- (b) The Contractor shall allow Pest Control Services (rendered by this Department free of cost) in canteen on fortnightly basis for which the Contractor has to co-operate by keeping the canteen closed on that particular day.
- (c) The said Canteen shall not be used for residential purpose including night stay of engaged workers.
- (d) The rates to be charged for sale of food articles and drinks in the canteen shall be displayed at a conspicuous place in the said canteen premises.
- (e) The articles of food and drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind and obtained from the sources approved by BRIT.
- (f) BRIT shall have the right:
 - i. To stop the sale of or to destroy, any articles of food or drinks sold or exposed for the sale in the canteen, and
 - ii. To stop the services rendered by the Contractor in the Canteen which is not of the requisite standard.
- (g) BRIT shall on demand be supplied with samples of any articles of food, drinks or ingredients meant for preparation of food to be sold or intended for sale, free of cost for inspection or / and for analysis. If on inspection or in the analysis it is proved, to the satisfaction of the Competent Authority whose decision shall be final, that such articles or services rendered by the Contractor is not of requisite standard, the Contractor shall be liable to pay the government a sum not exceeding **Rs. 1,000/-** as may be determined by the Competent Authority as liquidated damages against each such articles or services rendered by the Contractor if found to be not of requisite standard.

- (h) The Contractor shall not bring or cook or permit bringing or cooking beef or bacon in the canteen nor permit the skinning of the animals within the said canteen premises.
- (i) The Contractor shall not take out cooked food items from BRIT premises or shall not utilize the facilities extended to him by BRIT other than for the BRIT employees within BRIT premises.
- (j) The Contractor shall abide by the rules and regulations of the Rationing Authorities, Municipal authorities and Sales Tax Authorities besides the Laws/ Act of the State and Central Governments in force from time to time relating to the production/processing and sales of articles of food, labourers/employees engaged by him. In particular the Contractor shall maintain records, visit books etc., as prescribed by the aforesaid authorities from time to time.
- (k) The Canteen shall be the absolute property of the Government and permission shall be granted to use it for running and maintaining the Canteen on payment of **"License fee of Rs. 1/- (Rupee One only) per month"** and can be revised by giving one month notice to the proposed Contractor. An undertaking by the Contractor should be submitted compulsorily at the time of submission of the Tender Document. The Contractor shall pay a nominal sum of Rs. 1/- (Rupee One only) per month to the Government **for supply of water** by the Government for the running of the Canteen. The Contractor shall pay a nominal sum of **Rs. 500/- (Rupees Five Hundred only) per month on account of electricity** consumed for operating / running of the following equipments:
- i) Bain Marie
 - ii) Refrigerators
 - iii) Water coolers
 - iv) Deep Freezers
 - v) Any other electrical equipment and appliances used for other than cooking purposes.
- (l) The maintenance of the said items of equipment shall be the responsibility of the Government. If any of the said items of equipment is found to be damaged on account on negligence or lack of proper care and attention on the part of Contractor or any of his employees, the Contractor shall be required to pay the charges for repairing and / or replacing the same, as the case may be. The replacement of the equipment shall be made by a new one of the same quality, size, make and specification.
- (m) The Contractor shall replace at his own cost the items of equipment referred to in clause 2.3 (a) if any of them:
- i) Is lost or misplaced or
 - ii) Damaged beyond repair and the damage was caused to it on account of lack of proper care or due to negligence on the part of the Contractor or any of his employees.

2.2 **PERIOD OF CONTRACT**

- (a) The contract shall commence on such date as may be decided by Government and shall continue for a period of one year there from with a provision to extend the contract for a period of one year or part thereof on the same terms & conditions upon consent of the Tenderer.
- (b) Upon finalization of the tender, a letter of Intent will be issued to the successful bidder, with an advice to deposit an amount of Rs. 10,000/- (Rupees Ten Thousand only) as Security Deposit in the form of Demand Draft / Banker Cheque or Fixed Deposit receipt in favour of Pay and Accounts Officer, BRIT within a period of 15 days from the date of issue of letter of Intent.
- (c) If the successful bidder fails to remit the Security Deposit in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the EMD will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process of the work.
- (d) After issue of the Work Order, if the Tenderer fails to commence the operations within one month from the date of issue of work order it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Security Deposit will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the re-tendering process of the work.

2.3 **Amenities to be provided by the Department**

- (a) The Department shall provide furniture, refrigerator, water cooler, utensils, thalis, crockery and cutlery and other such items as may be considered necessary by the Department for running and maintaining the said Canteen. List of all existing equipments, items, utensils, etc. will be issued at the time of awarding the work. All items of equipments, appliances, utensils and other items, including the premises shall remain the property of the Government. During the period, the said items of equipments and premises are entrusted to him, the Contractor shall use them with due attention and care and keep inventory of the items and file a quarterly report of their condition.
- (b) The Contractor shall furnish a quarterly inventory of items supplied to him indicating their conditions and reasons of damages, if any. Damage due to normal wear and tear for the said items of equipment is fixed at 10% of the total quantity of such inventory provided to the contractor. If any of said items of equipment are found damaged in excess of the above percentage for whatsoever reasons, the Contractor shall be required to pay the charges for repairing and / or bear the cost of replacing such items as the case may be. The replacement of such items of equipment shall be made by new equipment of the same quality, size and make at the cost of the Contractor.

- (c) If any dispute arises as to whether any of the said items of equipment has been damaged on account of lack of proper care or on account of negligence on the part of the Contractor or his employees or if any dispute arises as to whether the replacement of any of the said items of equipment is not of the same make, quality and size, the decision of this Board in the matter shall be final and binding upon the Contractor.
- (d) The Contractor shall use either LP Gas and/or Electricity as fuel for cooking purposes. The Department shall provide gas connection with empty cylinders and regulators. The Contractor must refill cylinders at own cost.
- (e) The Tenderer shall keep and maintain the canteen premises and serving places always in a clean and hygienic condition and shall keep utensils, crockery, cutleries and other cooking equipments in a clean and hygienic manner. He shall comply with the Municipal and other regulations, rules and bye laws and shall obtain necessary licenses and permit in its own name and at its own expenses. These premises as well as the portion made available to the agency by BRIT at its respective building would also be kept flies and moth proof and always retain as neat and clean. Compliance of all **safety instructions** to upkeep machines & equipments shall be responsibility of the Contractor.
- (f) The Contractor shall not damage the said canteen or allow anything to be damaged. In case of damage the same will be replaced by the Contractor to our satisfaction. It shall be the responsibility of the Contractor to keep the Canteen scrupulously clean.

2.4 **The duties/responsibilities of the Tenderer shall include, inter-alia, the following:**

- (a) The Tenderer should have necessary capability, resources, competence, infrastructure and expertise to provide services as per scope of work.
- (b) The Tenderer shall have to provide prompt, punctual, efficient, safe, courteous and qualitative services through equally well-mannered staff.
- (c) The Tenderer shall produce Police Verification Certificate (PVC) of the personnel proposed to be deployed on duty. PVC thus submitted with respect to an individual, will be treated valid only for one year from the date of issue and on expiry thereof, fresh PVCs shall be produced. Entry permits will be issued in favour of the Tenderer and his employees based on applications made to the concerned authorities.
- (d) The Tenderer shall be solely responsible for any injury to or death of any third person caused due to Tenderer or its staff's negligence. All liabilities arising out of accident or death shall be borne by the Tenderer.
- (e) All the formalities, Rules and Regulations imposed by the State or Local Authority connected with the running of canteen should be complied with by the Tenderer. The Tenderer shall abide by Municipal bye-laws, Rules and Regulations relating Code on Wages, 2019, and Labour Laws and also by the laws of State and Central Government, in force from time to time pertaining to

his establishment including those employed by him directly. Any penalty or fine levied on account of negligence and breach of any Rules/Laws/ Regulations in force shall be borne by the Tenderer.

- (f) The Tenderer shall not employ any person below the age of 18 years. Only physically and medically fit personnel shall be deployed by the Tenderer.
- (g) The remuneration including all statutory levies etc. personnel employed for the purpose shall be borne by the Tenderer. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
- (h) If as a result of post payment audit or otherwise any over payment is detected in respect of any work done by the Tenderer or alleged to have been done by the Tenderer under the Contract, it shall be recovered by the Department from the Tenderer.
- (i) The Tenderer shall not Sub-Contract full or part of the work order without written consent of Chief Executive, BRIT.
- (j) In the event of any loss incurred by the Department, as a result of any lapse on the part of the Tenderer which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Tenderer upto the value of the loss. The decision of the Chief Executive, BRIT, will be final and binding on the Tenderer.
- (k) The Tenderer shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- (l) The Tenderer shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the Contract provided by the Tenderer.
- (m) The Tenderer will be completely responsible for any damage to the Canteen, any personal injury to the staff, or any other person(s) in the employment of the Tenderer or damage to any property by Tenderer while on BRIT Duty and absolve BRIT from any claim and damages for entire period of contract.
- (n) Any liability arising out of any litigation (including those in consumer courts) due to any act of Tenderer's personnel shall be directly borne by the Tenderer including all expenses/fines. The concerned personnel of the Tenderer shall attend the court as and when required.
- (o) BRIT shall not be responsible to realize any amount due to the Tenderer from any person(s) in respect of services provided by the Tenderer. It shall be the responsibility of the Tenderer to render the services as specified by BRIT or as specified from time to time.
- (p) If the Tenderer delays, neglects or refuses to render and provide services in accordance with the terms of this agreement, BRIT shall be within its legal right

to determine the contract and forfeit the Security Deposit. The decision of BRIT in forfeiture of Security Deposit shall be final and conclusive.

- (q) The Tenderer has to follow strictly the security regulations prevailing in the areas from time to time, especially with regard to the working hours, movement of materials and entry permits. All the workers of the Tenderer should be in possession of identity cards (to be arranged by the Tenderer) in order to ensure that unauthorized persons do not enter into work site. Any breach of regulations will be viewed seriously.

Tender No. BRIT/GEN/FMP/2/2020**3. INSTRUCTION & GUIDANCE TO TENDERER****3.1 Eligibility criteria**

Tenderer should have a minimum of three years experience (till 31.12.2019) in running a restaurant or canteen serving breakfast, lunch, evening snacks and other refreshments in Government / PSU/ Autonomous bodies or Private Sector catering to the need of about 100 persons.

3.2 Earnest Money Deposit (EMD)

- (a) The tender must be accompanied by the Earnest Money Deposit Rs. 5,000/- (Rupees FiveThousand only). EMD shall be submitted by way of Demand Draft or Banker's Cheque in favour of Pay & Accounts Officer, BRIT, Navi Mumbai. Cash, Cheques and Bank Guarantee for EMD will not accepted.
- (b) Tenders without EMD or improper EMD or Tenders not accompanied by the Earnest Money Deposit as prescribed will be summarily rejected.
- (c) EMD in respect of unsuccessful Bidders will be returned within 30 days from the date of issue of the letter of intent to the successful bidder.
- (d) EMD of the successful Bidder will be returned after receipt of Security Deposit.

3.3. Security Deposit (SD)

- a. Within 15 days of issue of Letter of Intent, the successful Tenderer has to remit an amount of Rs. 10,000/- (Rupees Ten Thousand only) as Security Deposit in the form of Demand Draft, Pay Order or Fixed Deposit Receipt of State Bank of India/ scheduled bank in favour of "Pay & Accounts Officer, BRIT" payable at Mumbai or in the form of Government Securities.
- b. The sum already deposited as Earnest Money Deposit submitted in the form of Demand Draft or Banker's Cheque will be returned back to the Tenderer after remittance of Security Deposit.
- c. If the successful Tenderer, fails to remit the prescribed Security Deposit within 15 days from the date of issue of Letter of Intent, the President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said EMD absolutely. Further, if successful Tenderer, fails to run the Canteen within the stipulated time, the President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Security Deposit in absolute.
- d. The Tenderer's Security Deposit of Rs. 10,000/- (Rupees Ten Thousand only) will be liable for forfeiture in case of premature termination of Contract by the Tenderer without giving due notice, and/or in other cases of termination by BRIT for any reason amounting to breach of contract by the Tenderer or any other grave

misconduct. The Security Deposit (SD) kept with BRIT shall not bear any interest. However, on completion of the Agreement satisfactorily; the security deposit will be refunded to the Agency within 60 days of the successful completion of contract on receipt of final clearance of all dues and statutory obligations.

- e. BRIT reserves the right to recover/ adjust any amount which may be due from the Tenderer from their Security Deposit.

3.4 Submission of Bid

Tenderers are required to submit Earnest Money Deposit, Tender Document duly filled and signed on all pages alongwith all enclosures and Technical-cum-Financial Bid in separate sealed envelopes as indicated below :-

Envelope No.	Superscription
Envelope-I	1. Earnest Money Deposit (EMD) 2. Tender Bid duly filled and signed on all pages along with all enclosures
Envelope-II	Technical-cum-Financial Bid

The envelopes shall be then put in a separate cover sealed and superscribed "Tender Notice No. BRIT/GEN/FMP/2/2020 for Running a Canteen at Fission Molly Project (FMP) Site, behind ISOMED, BRIT Premises, outside BARC South Gate, Trombay, Mumbai – 400 085" and submitted to Chief Administrative Officer, BRIT at the given address.

3.5 The Tenderer should submit the following documents along with tender document

- i) Necessary Registration / License from Food Safety & Standards Authority of India / State Government / Municipal Corporation / Public Health Department and other authorities wherever necessary for running a Canteen.
- ii) In the case of partnership firm, certified copy of the partnership deed duly attested by Notary and current and permanent address, telephone no. and mobile no. of all the partners.
- iii) Copy of PAN/GIR Card of the Tenderer.
- iv) GST Registration Certificate.
- v) Certified copies of firms Profit & Loss A/c, ITR for the last 3 financial years (2018-19, 2017-18, 2016-17).
- vi) Copies of Income Tax Returns for the financial years 2018-19, 2017-18, and 2016-17.
- vii) Details of parties to whom similar services have been provided by the Tenderer, during the previous three years ending 31/12/2019 with copies of work order, work completion certificate, testimonials & other certificates, if any, from the client.
- viii) Power of Attorney in the case of the official of the Company signing the Tenderer if the Tenderer is a Private or Public Limited Company.
- ix) PF/ESIC Registration Certificate

- 3.6 Tenders with incomplete information and documents and tenders received after the due date and time prescribed in the tender notice will not be entertained and are liable to be rejected.
- 3.7 BRIT takes no responsibility for delay, loss or non-receipt of tender sent by post.
- 3.8 The Technical and Technical-cum-Financial Bid of the tender should be valid for a minimum period of 180 days from the date of opening of tender.
- 3.9 All information called for should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Tenderer, it should be stated as "not applicable". The Tenderers are cautioned that furnishing incomplete information in the tender forms or deliberately suppressing the information may result in the tender being summarily disqualified.
- 3.10 Correction, if any, should not be made by overwriting, but should be crossed out, rewritten and initiated with date. All the pages/documents in the tender shall be consecutively numbered. Additional sheets, if any added by the Tenderer, should also be numbered. Tenders not complying with this requirement will be summarily rejected.

3.11 **Rates and charges**

Minimum rates are set for all the food items along with estimated rates. Tenderers are advised to quote within the range referred. The rate of items may be reviewed atleast once in six months.

3.12 **Bid Opening**

- a. The envelope (E-I) containing EMD and NIT will be opened on 13/10/2020 at 1600 hours in the presence of attending Tenderers.
- b. Technical-cum-Financial Bid (Envelope E-II) of the Tender shall be opened only if the EMD is found to be in order.
- c. In the event of the specified date for bid opening being declared holiday, the Bid will be opened at the appointed time and location on the next working day.
- d. Upon evaluation of Technical Bid as per the criteria described in this Tender Document, if any, Bid contains any deviation from the Bid Document, then the Bid will be rejected and Bidder will be informed accordingly.

3.13 Evaluation of Bids

Bids will be scrutinized in detail to determine:

- a. Whether the Envelopes are properly sealed, complete in all respect and meet the eligibility criteria.
- b. That the bid has been properly signed by an Authorized Signatory (accredited representative) holding 'Power of Attorney' in his favour.
- c. The Power of Attorney inter-alia includes a provision to bind the Bidder to settlement of disputes clause.
- d. That the bid is conforming to all the terms, conditions and specification of the Tender Document, without affecting in any substantial way the scope, quality or performance of the works;
- e. That the bid does not limit in any substantial way, the Department's rights or the bidder's obligations under the contract
- f. That the bid does not contain any rectification that would affect unfairly the competitive position of other bidders.

3.14 Technical Bid Evaluation:

- a. Technical Bid will be evaluated on the basis of the prescribed technical parameters as indicated in the tender document.
- b. During the course of evaluation of technical bid, in case it is found that any of the documents called for has not been furnished, the Tenderer shall be asked to furnish such documents within a prescribed period.
- c. After opening of Technical-cum-Financial Bid, representatives of BRIT may also visit the premises of the Bidder.

3.15 Technical-cum-Financial Bid Evaluation:

- a. Technical-cum-Financial Bid of the parties fulfilling the eligibility criteria in all respects will only be considered for evaluation.
- b. Evaluation will be on the basis of lowest rates offered for maximum number of food items
- c. In case, it is found that the rates offered are ambiguous or arbitrary, the same are liable to be rejected.

4 General Conditions of the Contract

4.1 Uniforms

- a. All the staff should remain neat and clean e.g. hair properly cut, nails properly trimmed etc.
- b. The staff should wear head gear/hand gloves/aprons etc. and must be provided by the Tenderer at his cost to ensure that no accident takes place.

4.2 Staff

- a. The Tenderer shall provide full particulars and other details of the person(s) to be deployed in Canteen, on regular basis.
- b. The Tenderer shall engage workers (above 18 years) who are disciplined, careful, good character and medically fit.
- c. Before deploying the workers, the Tenderer should furnish Medical fitness certificate of their workers and none of the employees should have any contagious disease.

4.3 Insurance

The Tenderer shall take and maintain all necessary Insurance at his own cost. The Tenderer shall provide at own cost and risk the personal accident insurance for the Tenderer's staff to cover any risk arising out of and from the work and services performed under this contract. The Tenderer will keep BRIT fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the Tenderer will be solely responsible to meet such claims and shall keep BRIT indemnified at all times against all such claims Costs, Charges and Expenses arising out of such claims.

4.4 Termination

- a. BRIT shall have the right, any time during the duration of the contract to suspend, terminate or cancel the services of the Tenderer by giving written notice of not less than **30 days** to the Tenderer.
- b. In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence; BRIT shall be free to forfeit the Security Deposit fully or partially.
- c. In the event, if Tenderer desires to discontinue the canteen services before the end of contractual period, a **3 months written notice** will be given by Tenderer.

- 4.5 The dealings of the Contractor and his staff shall be polite with the customers. The Contractor shall keep a "**Complaint Book**" in the conspicuous place in the said

canteen in which the complaints may be recorded and which shall be opened for inspection by the Competent Authority for the purpose.

- 4.6 Designated officer in BRIT will be supervising the maintenance of cleanliness and also for inspection of food stuffs and their services in hygienic manner. The said officials shall have access to the kitchen in the said canteen or to any part of the said Canteen at all times.
- 4.7 The Contractor shall allow the Competent Authority or his representatives to enter the said canteen in order to inspect and execute:-
- a. Any structural additions and alterations or repairs to the said canteen premises.
 - b. Repairs to electric, water and sanitary installations and equipments which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.
- 4.8 The Government shall not be held responsible for any loss or damage occurring due to any reasons whatsoever to any goods, stores or articles whether intended for sale or not that may be kept in the said Canteen by the Contractor.
- 4.9 The Contractor shall not exhibit in the said Canteen printed or written notice or advertisements of any kind whatsoever without the previous approval of the Competent Authority.
- 4.10 The Contractor shall comply with the instructions, which may be issued to him by the Competent Authority from time to time.
- 4.11 In the event of the Contractor committing any breach of any of the terms and conditions herein contained on his part to be observed and performed without prejudice to any other rights and remedies opened to the Government,
- a. BRIT shall be at the liberty to terminate this agreement forthwith and
 - b. The amount of Security Deposit or any part thereof shall be liable to be forfeited by BRIT.
- 4.12 On expiry of Work Order, BRIT shall refund the Security Deposit or such part thereof which has not been forfeited to the Contractor without interest.
- 4.13 BRIT shall not be responsible for any amount due to the Contractor from any persons(s) in respect of services provided by the Contractor to realize the dues from individuals.
- 4.14 **Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such

eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract. The performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BRIT as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his opinion terminate the contract.

4.15 **Arbitration**

- (a) All disputes and differences arising out or in any way touching or concerning the contract whatsoever except as to any matters, the decision of which is specially provided by these conditions, shall be referred to the sole arbitration of Chief Executive, BRIT or to the sole arbitration of such other person nominated by him. There shall be no objection that the arbitrator is an employee of the Government or that he had to deal with the matters to which this agreement relates and that in the course of his duties as government employee he had expressed his views on all or any of the matters on dispute or difference.