



**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
OFFICE OF THE GENERAL MANAGER
TELECOM DISTRICT, GULBARGA-585 101**

No:- G – 58/tender catering / 09-10 /2 Dtd at Glb the 18/9/2009

TENDER DOCUMENT

FOR

CATERING SERVICES

**COST: Rs.563/- REMITTABLE BY CASH OR DD IN FAVOUR OF ACCOUNTS OFFICER
(CASH), BSNL, O/O GMTD, BSNL, GULBARGA**

**(TO BE SUBMITTED ALONG WITH THE TENDER IN THE FORM OF DD IN CASE
THE TENDER DOCUMENTS ARE DOWNLOADED FROM WEBSITE)**

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OFFICE OF THE GENERAL MANAGER
TELECOM DISTRICT, GULBARGA-585 101
(Tel. 08472--266809)

No:- G – 58/tender catering / 09-10 /2 Dtd at Glb the 18/9/2009

NOTICE INVITING TENDER

Sealed tenders are invited by the undersigned for and on behalf of BSNL, NEW DELHI for “Providing catering services” in the office of the General Manager Telecom District, Gulbarga-585 101

Tender documents can be obtained from this office by paying the cost of tender document (Rs. 563=00) in cash at GMTD, Gulbarga cash counter or by submitting Demand Draft. The Tender documents can also be downloaded from web site **www.karnataka.bsnl.co.in** and in that case, an amount of Rs.563/- should accompany the tender document in the form of Demand Draft towards the cost of document. The sealed tenders should be addressed to **Shri T. Kallappa, Asst. General Manager (Admn)**, office of the General Manager Telecom District, Gulbarga-585 101 along with Earnest Money Deposit of **Rs.10,000/- (Rupees Ten thousand only)** in the form of Demand Draft and should be sent by Registered Post or deposited in the Tender Box kept for this purpose in the Chamber of AGM (Admn), O/o GMTD, BSNL, GULBARGA. The envelope containing the Tender should be **superscribed and underlined** as **“Tender for Catering at office of the General Manager Telecom District, Gulbarga-585 101” in bold letters. Tender submitted without the cost of Tender document and Earnest Money deposit will be summarily rejected.**

Note: Demand Drafts should be drawn in favour of Accounts Officer (Cash), BSNL, office of the General Manager Telecom District, Gulbarga-585 101

The last date for receipt of the tender will be **06 -10-2009** up to **15.00 Hrs.** The tenders will be opened at **15.30 Hrs.** on the same date, i.e., **06 -10-2009**, in the chamber of Asst. General Manager (Admn) office of the General Manager Telecom District, Gulbarga-585 101 in the presence of tenderers or their authorized representatives. Tenders received after the due date and time shall not be considered. The accepted tenderer will have to submit a **Security Deposit of Rs. 50,000/- (Fifty thousand rupees only)** in the form of cash or Bank Guarantee.

The Competent Authority on behalf of CMD BSNL, NEWDELHI does not bind itself to accept the lowest or any other tender and reserves its right to reject any or all of the tenders received without assigning any reason. Tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

Eligibility Condition: This invitation for bid is open to all the Indian Nationals, who have proven experience of three years during last 5 years as on the date of submission of this bid, in the field of undertaking the job of providing catering services where at least two hundred members were served food per day. The bidder should neither be employees of BSNL nor are any of their close relatives employed in BSNL.

Asst. General Manager (Admn)
O/o GMTD, BSNL, Gulbarga

For and on behalf of the CMD, BSNL.

SECTION –I
a) GENERAL CONDITIONS

GMTD, BSNL, Gulbarga proposes to enter into a contract for “CATERING SERVICES “in its Administrative Building at General Manager Telecom District office, Gulbarga-585 101

This section deals with the General Conditions of the contract. Terms and conditions of contract are available in Section – II. Commercial conditions are given in Section – III. The General Conditions of this bid are as under.

1. Eligible Bidders:

This invitation for bid is open to all the Indian Nationals, who have proven experience of three years during last 5 years as on the date of submission of this bid, in the field of undertaking the job of providing catering services where at least two hundred members were served food per day. The bidders should neither be employees of BSNL nor are any of their close relatives employed in BSNL.

2. Submission of Tenders:

The bid must be submitted as per the instructions to bidders available at **Annexure-I**. The bid must be submitted in sealed cover superscribed as under:

TENDER FOR CATERING SERVICES IN BSNL GULBARGA,
O/o GENERAL MANAGER TELECOM DISTRICT, GULBARGA – 585 101.

To
Sri.T. Kallappa
Asst. General Manager (Admn)
O/o GMTD, BSNL, Gulbarga – 585 101.

From:

(Name and address of the Tenderer)

Note: The tender document shall be signed with date in ink on each page by the bidder.

The above sealed cover shall either be sent by registered post or deposited in the Tender Box available in the chamber of AGM (Admn), O/o GMTD, BSNL, Gulbarga so as to reach him on or before 1500 Hrs of 06-10-2009, along with DD for Rs. 10,000/- drawn in favour of **Accounts Officer (cash), office of the General Manager Telecom District, Gulbarga - 585 101** towards EMD. In case where the tender documents are downloaded from website, DD for Rs.563/- towards the cost of tender document should also be submitted along with the tender.

3. Compliance:

Compliance report on all the terms and conditions of the contract must be submitted as per Declaration in **Annexure-II**. In case **Declaration** is not enclosed with the offer the bid shall not be considered.

Signature of Tenderer with Date and Seal

4. Validity Period of Tender:

The Tender shall be valid up to the end of contract period of 24 months from the date of entering into contract with the successful Tenderer, and is extendable for one more year with mutual consent at same rates, terms and conditions.

5. Tender Evaluation:

Tender evaluation will be done based on the financial offers and the experience certificate as per the NIT made by various tenderers.

6. Earnest Money Deposit (EMD):

A sum of Rs 10000/- (Rupees Ten thousand only) towards **EMD** in the form of cash or **Demand Draft** drawn in favour of Accounts Officer (Cash), office of the General Manager Telecom District, Gulbarga-585 101 payable at GULBARGA should be enclosed **IN A SEPARATE ENVELOPE** along with the bid documents. The Earnest Money Deposit will be forfeited by those tenderers who do not abide by their offer. The tenders received without Earnest Money Deposit shall be rejected. The details of the Earnest Money Deposit should be furnished in the proforma also available at **Annexure – II**.

In case of unsuccessful tenderers, the Earnest Money Deposit without any interest will be refunded within a month after finalization of the tenders on submission of duly stamped pre-receipt.

7. Security Deposit:

The successful tenderer shall be required to submit a security deposit in the form of cash or Bank Guarantee for Rs 50,000/- (Fifty Thousand only) valid for a minimum period of 2 years towards successful implementation of various terms and conditions of the contract. The above Bank Guarantee shall be discharged only after the successful completion of the contract period or encashed in case of non-fulfillment of the conditions of the contract. The Earnest Money Deposit of Rs. 10,000/-, which in the case of successful tenderer will be refunded on submission of the above Performance Bank Guarantee (PBG) and after getting the confirmation from the bank concerned about its genuinity. The validity period of tender is 24 months from the date of agreement with the successful tender and extendable for one more year with mutual consent. Security Deposit is payable by the successful tenderer with in 15 days of receipt of intimation of acceptance of tender from this office.

8. The period during which the tender Documents can be down loaded : 25-09-2009 to 13.00Hrs of 06-10-2009

9. The due date of submission of Tender Document : Up to 15.00Hrs of 06-10-2009

10. Date of opening : At 15.30Hrs of 06-10-2009

11. Venue : O/o GMTD, BSNL, GULBARGA.

12. The GMTD, BSNL, GULBARGA reserves the right to accept or reject any bid without assigning any reason.

ANNEXURE-I
b) INSTRUCTIONS TO BIDDERS

1.0. Tenderers must get acquainted with proposed work and study the cafeteria area, specifications, conditions of contract and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

1.1. The tenderer is advised to inspect the site to ascertain the nature of the site, access thereto, location, facilities available, etc. The tenderer shall be deemed to have full knowledge of the site whether or not he actually inspects them.

2.0. ALL PAGES TO BE INITIALED:

All pages of the tender documents shall be initialed at the bottom right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All signatures in tender document should be dated as well.

3.0. RATES TO BE IN FIGURES AND WORDS:

3.1. The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the schedule of rates for each item in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and words. Tenderer can quote for any or all types of catering such as Food/ Snacks / Tiffin etc.

3.2. The tender shall contain the names, residential address and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signatures. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing.

4.0. The following details are required to be submitted along with tender:

- 1) List of equipments other than that supplied by GMTD, GULBARGA proposed to be used for work.
- 2) Site organization chart with bio-data of key personnel
- 3) Details of present commitments giving contract values, details of work & rendered experience for the last 5 years as on the date of bid and the certificate to that effect.
- 4) Latest Income Tax clearance and Sales Tax clearance certificates, ESI and PF Registration documents.
- 5) Power of Attorney in the name of person who has signed the tender document.

5.0. EARNEST MONEY DEPOSIT (EMD):

The tenderer must pay the amount of Earnest Money Deposit as mentioned in the Notice Inviting Tender by a Demand Draft payable to Accounts Officer (Cash), O/o The General Manager Telecom District, Gulbarga-585 101 payable at Gulbarga. The EMD shall not earn any interest. The tenderer should attach the Bank Draft along with the tender, failing which the tender will not be considered. No claim for exemption of payment of EMD in any form will be considered. Tenderer can pay by cash also at AO Cash O/o The GMTD BSNL Gulbarga.

5.1. The EMD of successful tenderer(s) will be retained towards the security deposit for the fulfillment of the contract.

6.0. RIGHT TO ACCEPT OR REJECT TENDER:

The acceptance of tender will rest with office of the General Manager Telecom District, Gulbarga-585 101 who do not bind themselves to accept the lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons.

They also reserve the right to accept the whole or any part of the tender and the tenderers shall be bound to perform the same at the rates quoted.

The job may be awarded to more than one tenderer duly splitting the work at the entire discretion of the office of the General Manager Telecom District, Gulbarga-585 101. The quoted rates shall hold good for such an eventuality, and also the tenders shall remain valid under such conditions.

7.0. SIGNING OF THE CONTRACT

The successful tenderer shall be required to execute an agreement on stamp paper of appropriate value within 10 days from the date of receipt of the notice of acceptance of tender or letter of intent. All costs involved therein shall be borne by the tenderer. In the event of failure on the part of the successful tenderer to sign the agreement within the above-stipulated period or fails to submit the Performance Bank Guarantee, the EMD will be forfeited and acceptance of the tender shall be considered as cancelled. A draft copy of the agreement to be executed by the successful tenderer is enclosed as **Annexure 'A'**.

SECTION-II
CONDITIONS OF THE CONTRACT

1.0 TENDERER'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:

1.1. The tenderer shall give all necessary personal superintendence during the execution of the contract, and all along thereafter as office of the General Manager Telecom District, Gulbarga-585 101 may consider necessary until the expiry of the contract. The tenderer shall also, during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the site while his employees are at work for any directions.

1.2. Explanations, instructions or notices given by office of the General Manager Telecom District, Gulbarga-585 101 to such representative shall be deemed to be given to the tenderer.

2.0 WORKMEN:

The tenderer shall on the instruction of office of the General Manager Telecom District, Gulbarga-585 101 immediately remove from the works any person employed thereon by him who may in the opinion of office of the General Manager Telecom District, Gulbarga-585 101, be incompetent or misconduct himself, and such person shall not be again employed by you on the works without the permission of office of the General Manager Telecom District, Gulbarga-585 101.

3.0 ACCESS TO WORKS:

3.1. The representative Committee of the office of the General Manager Telecom District, Gulbarga-585 101 shall at all times have free access to the works or places where materials are lying or from which they are being obtained and the tenderer shall give every facility to its representative Committee necessary for inspections and examination and test of the materials and cooked items.

3.2. Any authorized representative of office of the General Manager Telecom District, Gulbarga-585 101 shall have power to give notice to the tenderer or to his representative on non-approval of any work or materials and such material shall be suspended or the use of such materials shall be discontinued until the decision of office of the General Manager Telecom District, Gulbarga-585 101 is obtained. The work will from time to time be examined by its representative Committee, but such examination shall not in any way exonerate the tenderer from the obligation to remedy any defects/quality deficiency may be found to exist at any stage in the quality of work/materials.

4.0 ASSIGNMENT AND SUBLETTING:

4.1. The whole of the work included in the contract shall be executed by the tenderer and the tenderer shall not directly or indirectly transfer, assign or sublet the contract.

5.0 NOMINTATED SUB-CONTRACTORS:

5.1. No nominated sub-contractor shall be employed in connection with this contract.

6.0 OTHER PERSONS ENGAGED BY OWNER:

6.1. The General Manager Telecom District, Gulbarga-585 101 reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract.

7.0 GENERAL FACILITIES TO BE PROVIDED FOR / BY THE TENDERER:

7.1. The tenderer shall organize to provide free and safe access to office of the General Manager Telecom District, Gulbarga-585 101 authorities and permit free access and afford normal facilities to other agencies or Departmental workmen to carryout connected work or other work/services on special occasions as decided by office of the General Manager Telecom District, Gulbarga-585 101

. The tenderer shall not be paid any extra amount on this account by General Manager Telecom District, Gulbarga-585 101

7.2. will provide the necessary infrastructure such as accommodation, water and utensils available in the canteen. In view of this, towards the same, the tenderer has to pay Rs.1000/-(Rupees One thousand only) per month on or before 7th of every month. Any delay in payment of these charges may invite a penalty of Rs. 100/- (Rs. One Hundred only) per day up to the end of the month as decided by the competent authority. In case of delay in payment beyond this period, the contract is liable for termination in addition to forfeiture of security deposit.

7.3. The tenderer shall provide necessary safety measures at working places as required so as to avoid accidents to personnel and loss to property. He shall also indemnify office of the General Manager Telecom District, Gulbarga-585 101 against all claims for compensation if any arising in this respect.

8.0 SECURITY DEPOSIT:

8.1. The successful tenderer shall be required to submit a security deposit in the form of Cash or Bank Guarantee for Rs 50,000/- (Rupees Fifty Thousand only) valid for a minimum period of two years towards successful implementation of various terms and conditions of the contract. The above Bank Guarantee shall be discharged only after the successful completion of the contract period or encashed in case of non-fulfillment of the conditions of the contract. The Earnest Money Deposit of Rs. 10,000/=, which in the case of successful tenderer will be refunded on submission of the above Performance Bank Guarantee (PBG) and after getting the confirmation from the bank concerned about its genuinity. The validity period of tender is 24 months from the date of agreement with the successful tender and extendable for one more year with mutual consent. Security Deposit is payable by the successful tenderer within 15 days of receipt of intimation of acceptance of tender from this office.

8.2. In case the agency fails to comply with any terms and conditions of the agreement with regard to quality of work and materials supplied / used, etc, which shall be reviewed on daily basis, the same may invite, in addition to the extent of penalty as per tender conditions, forfeiture of Security Deposit as decided by GMTD, BSNL, Gulbarga. For any loss or damage to property and equipment used by the GMTD, BSNL, Gulbarga tenderer during the course of execution of this contract, the compensation as decided, shall be payable by the tenderer, failure of which shall also invite forfeiture of Security Deposit as decided by GMTD, BSNL, Gulbarga..

9.0 SAFETY REGULATIONS:

9.1. In respect of all labour, directly employed in the work for the performance of the tenderer's part of this agreement, the tenderer shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian Standards Institution, the Electricity Act, the Mines Act and such other Acts as applicable.

- 9.2. The labour engaged by the contractor / tenderer will not have any claim whatsoever for regularization/appointment in BSNL and that their engagement is the sole responsibility of the contractor and BSNL has nothing to do with their engagement.
- 9.3 The tenderer shall observe and abide by all fire and safety regulations, which are in force from time to time.

10.0. STATUTORY REGULATIONS:

10.1. AUTHORITIES NOTICES AND PATENTS

The contractor shall conform to the provisions of any act of the Legislature relating to the contract and to the regulations and byelaws of any authority namely PF/ESI/GESCOM statutory requirements etc. The contractor shall indemnify the BSNL Gulbarga authority against all claims in respect of non-compliance with laws and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damage costs and charges of every sort that may be legally incurred in respect there of. Proof of the statutory payment made should be submitted along with the bills each month

10.2 ENGAGEMENT OF CONTRACT LABOUR

The contractor shall strictly comply with all rules /regulations etc as per law in force including but not limited to contractor Labour (R&A) Act, Shops and establishments Act, employees provident fund Act, ESI Act, minimum wages Act and payment of wages Act etc as applicable during the currency of the contract in respect of any employee or workman employed or engaged by him.

EPF Contribution:

The contractor shall confirm to the provision of EPF and Misc. provisions act 1952 for EPF contribution in respect of Labourers / Employees engaged by the contractor for carrying out works of BSNL. The contractor will be responsible to submit the payment particulars of EPF contribution paid in respect of Labourers Employed in Canteen, O/o The GMTD Gulbarga for the period of engagement.

10.3 INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:

The contractor shall be responsible for all injury to persons, animals or things and for all structural and damage to property of the GMTD, BSNL, Gulbarga and the equipments supplied by the BSNL, Gulbarga which may arise from the operation or neglect of himself or of any of the contractor's employees whether such injury or damage arise from carelessness accident or any other cause whatsoever in any way connected with carrying out this contract. This clause shall be held to include. INTER ALIA any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost or other inclemency of weather.

The contractor shall indemnify the owner and hold him harmless in respect of all and any expenses arising from any such injury or damage under any acts of Government or otherwise and also in respect of any award of compensation on damages consequent upon such claim. The contractor shall reinstate all damages of every sort mentioned in this clause, complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the GMTD, BSNL, GULBARGA against all claims which may be against the GMTD, BSNL, GULBARGA by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and indemnify the GMTD, BSNL, GULBARGA against all the claims which may be made upon the GMTD, BSNL, GULBARGA. The GMTD, BSNL, GULBARGA shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, cost, charges and expenses arising or accruing from or in respect of any such claims or damage from any sum or sums due to the contractor.

11.0 COMPLIANCE WITH STATUTES:

All labour laws as applicable in GULBARGA/State of KARNATAKA for the contract shall be scrupulously followed by the contractor. This will also include the minimum and the maximum allowable wages for various categories of labour to be employed by the contractor. The contractor shall also comply with provisions of PF & Misc. Act. ESI Act and with provisions of all relevant statutes and shall indemnify and keep indemnified the GMTD, BSNL, GULBARGA against any claim arising from failure of the contractor to comply with such of these laws.

12.0 WAGES:

Wages as applicable for such works as per norms stipulated by the KARNATAKA State Government / Central Government shall be followed by the contractor. No violation of such statutory laws and rules shall be permissible.

13.0 SUFFICIENCY OF THE SCHEDULE OF QUANTITIES:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and /or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.

14.0 VARIATION NOT TO VITIATE CONTRACT:

No alteration omission or variation shall vitiate this contract but in case the GMTD, GULBARGA thinks proper at any time during the progress of the works or of the award of work to make any alterations in or additions to or omissions from the works or any alteration in the quantity or quality of the materials to be used herein shall give notice thereof in writing under his hand to the contractor and the contractor shall add to or omit from the Schedule of work in accordance with such notice but the contractor by himself shall not do any work extra or to make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract.

15.0. CATERING SERVICE AT GMTD BSNL OFFICE CANTEEN:

15.1. Catering is required to be provided to about 100 staff members of O/o GMTD, BSNL, GULBARGA. The strength of BSNL outsiders may vary from time to time. That is about another 100 visitors, outstation officials/officers are also expected to be the daily floating population likely to avail catering services. Canteen items should be prepared in canteen kitchen only.

(a) Tea / Coffee / Tiffin services at GMTD, BSNL, GULBARGA Canteen:

Supply of Tea/ Coffee /Butter Milk/Lime Juice /Milk from 08:30 to 18:00 hrs. (Morning Tiffin must be supplied on self-service system and tea/coffee/milk etc, to be served in paper cups only.). In Case of Supply order by BSNL for meeting purpose etc, dishes should be served at desired place. All items provided must be hygeinic

(Lime Juice and Butter Milk to be supplied mainly during Summer Season-say from middle of March to end of June.)

Some of the suggested items for morning tiffin's are indicated below:

- 1) Vada (2 No.s) with Chutney & Sambar
- 2) Idli (2 No.s, each of 75gr.) with chutney & Sambar
- 3) Single Idly + Single vada with chutney & Sambar
- 4) Tomato bath (150gr) with Chutney
- 5) Utappam (1No.) with Chutney
- 6) Pesarattu (1No.) with Chutney
- 7) Upma (50gr) with Coconut chutney & ginger chutney
- 8) Sira with cashew
- 9) Chou Chou Bhath with Chutney (Sira + Upma)
- 10) Masala Dosa (1No.) with Chutney & Sambar
- 11) Set Dosa with coconut chutney
- 12) Big size Puri (2No.s) with Aloo curry & Chutney
- 13) Alu Bhath with Onion curd raitha
- 14) Pongal with Chutney
- 15) Paddu with chutney
- 16) Tea 100 ml
- 17) Coffee 100 ml
- 18) Milk 100 ml
- 19) Boost/Complan 100 ml
- 20) Filter Coffee.
- 21) Lime Juice,
- 22) Butter Milk.
- 23) Ice Cream 100 ml as per MRP
- 24) Spl Tea/Coffee,
- 25) Sugarless Tea Coffee,
- 26) Lemon tea
- 27) Black Tea etc.
- 28) Susla (Aulakki or Murmura) with Coconut chutney
- 29) Badam Milk

Note: Daily any two of the items (on rotation) must be made available in addition to idly at item no.2 or as suggested by the Officer-In-Charge.

(b) Lunch – At GMTD, BSNL, GULBARGA Canteen:

Lunch (Limited Plate meals) including the following items should be supplied from 13.00 hrs to 15.30 hrs - on self-service basis. It consists of:

1. Pulka / Jawar Roti / Chapathi (2 Nos)
2. Rice of sona masuri quality (150gr)
3. Dhal – 50gr
4. Curry Vegetable (Dry / Gravy) – 100gr
5. One Special Vegetable Curry with Panneer etc.
6. Sweet - 100 Gms
7. Sambar 100 ml
8. Rasam 100 ml
9. Chutni 50 gms
10. Papad 1
11. Pickles 20 gms
12. Curd made of whole milk-1 100 ml
13. Veg Palau/Bisibele Bath/ Khara Pongal (100 gms)
14. Green salad 50 gms &
15. onion Raitha 50 gms

**Rates for plate meals with above items & Quantity Mentioned..... &
Rates may be quoted for full meals with above Items.....**

(c) Dinner – At O/o GMTD, BSNL, GULBARGA:

Occasionally as per requirement Dinner from 19:45 hrs to 21:30 hrs including the following items should be supplied:

Plate / Full Meals consisting of:

Asper Lunch Items with change of vegetable variety with 1 Banana or any fruit etc.

Hence rates may be quoted for Plate meals with Quantity Mentioned Rs..... &
Rates for full meals Rs

Note:1) Curd must be thick and properly settled and made of whole milk of reputed brand.

Note :2) Menu / Quantity for plate Meals / Full Meals to be clearly mentioned & displayed

(d) Tea & Snacks :

Supply of any one of the following snacks along with Coffee/Tea /Milk /Butter Milk from 11:00 hrs to 19:00 hrs

Some of the suggested evening snacks are listed below:

1. Samosa with Sause & fried green mirchi
2. Masala Vada
3. Palak Pakoda / Onion Pakoda / Gobi Manchuri Sause & fried green mirchi
4. Aloo Bonda Sause & fried green mirchi
5. Bread Bajji Sause & fried green mirchi
6. Mysore Bajji Sause & fried green mirchi
7. Mirchi Bhajji Sause & fried green mirchi .
8. Cake pieces
9. Good Day Cashew Biscuits on MRP

10. krack Jack Biscuits on MRP
 11. Veg Puff
 12. Panneer Puff.
- (Tomato Sauce of standard brand like Kissan / Maggi etc)

**NOTE :- Any TWO items on rotation may be made available on all working days.
Or as per concerned officer order.**

(e) In addition to the above, the contractor shall also be required to prepare and make available any of the items listed above on special occasions like Republic Day, Independence Day, BSNL Day etc. The exact Menu would however be informed at least One day in advance for enabling the caterer to do a proper job.

16.0 MODE OF PAYMENT:

The contractor will collect mess charges through the SDE (GENL) or any mess committee member authorized by the GMTD, BSNL, GULBARGA for every week or 15 days after providing food (for the food ordered by The GMTD BSNL Gulbarga only). In any case advance payment will not be made. For supply to staff directly, payment can be collected at canteen counter itself from the concerned staff.

17.0 SET OFF:

Any sum of money due and payable by the contractor/tenderer (including the refund of Security Deposit under this contract) may be appropriated by this office or BSNL or any authorized person contracting through BSNL and set off the same against any claim of GMTD, GULBARGA or BSNL or such other person or persons for payment of a sum of money arising out of this contract or any other contract between the tenderer and this office or BSNL.

18.0 PROOF OF TAX:

It is the responsibility of the Tenderer to pay all the statutory taxes payable to State and Central Government during the contract period. Proof of all taxes paid for provision of catering services in the O/o GMTD, BSNL, GULBARGA Canteen should be submitted to this office.

19.0. CONFERENCE ROOM SERVICE:

It would be the responsibility of the Tenderer/Contractor to make available drinking water/tea/coffee/lime juice/snacks/working lunch, Tiffin, Dinner as ordered etc. for Conference / Meetings.

20.0 MENU:

20.1. Menu for the next one week should be submitted to O/o GMTD, BSNL, GULBARGA representative Committee by Wednesday of the current week and any changes suggested by the Committee should be accommodated. Standard weekly Menu shall be finalized before the execution of the contract and abided by scrupulously by the contractor.

20.2. Special Orders:

Any special food, snacks, special lunches required etc., for guests requested by O/o GMTD, BSNL, GULBARGA with sufficient notice should be accommodated by the tenderer. Payment/rates for such special menu will be based on mutually agreed terms

between GMTD, BSNL, GULBARGA and the tenderer

21.0. PUBLIC HEALTH, HOUSE KEEPING & SANITATION OF CAFETERIA BUILDING:

21.1. Quality of Food:

Serving of good quality and hygienic food is absolutely essential. The tenderer should ensure usage of Ag Mark double refined sunflower oil, Kurnool Sona Masuri old rice, Annapurna/ Pilsburg Atta, and fresh vegetables.

Curd should be set & thick, and should not be sour to taste. Curd mixed with water or poor quality of curd should be avoided.

Quality of ingredients needs to be approved by O/o GMTD, BSNL, GULBARGA Administration/ Mess managing committee.

21.1.1. Penalty Clause:

If the quality of food, non-hygienic and upkeep is not upto the satisfaction of mess management committee, a suitable penalty as decided by the O/o GMTD, BSNL, GULBARGA administration is liable to be imposed. The GMTD, BSNL, GULBARGA reserves the right to condone / waive the penalties so imposed for genuine reasons to the satisfaction of the GMTD, BSNL, GULBARGA .

21.2. Cafeteria Upkeep:

The housekeeping of the total cafeteria building and pantries is the responsibility of the tenderer. The kitchen, pantry areas should be maintained well and in a highly hygienic order. GMTD, BSNL, GULBARGA on his representatives will be making spot inspection periodically to check the cleanliness and maintenance of the cafeteria block.

21.3. Service and Cleaning:

The agency will hire appropriate number of people to serve as bearers for lunch as well as tea/coffee/snacks etc. in the O/o GMTD, BSNL, GULBARGA Canteen, staff to clean the canteen, used crockery & cutlery tea/coffee cups. **No two functions like cleaning, serving, cooking should be carried by single person.** Also, staff required for cooking and other related services need to be taken care of by the tenderer. Staff employed should be in proper clean uniform. Items served at O/o GMTD, BSNL, GULBARGA canteen must be prepared in the O/o GMTD, BSNL, GULBARGA canteen kitchen itself.

21.4. Kitchen Equipment Control:

The tenderer will be given the total responsibility of security and running of cafeteria building along with all the crockery, cutlery, kitchen equipment and gas bank. Although as already indicated no overnight stay in the premises by the tenderer's staff will be permitted. The tenderer can keep its night staff for looking after the assets of the cafeteria building. The cafeteria staff is not permitted to move in the other areas of the O/o GMTD, BSNL, GULBARGA Complex. In a nutshell, service, upkeep, maintenance, sanitation and cleanliness of the cafeteria building and gas bank is the total responsibility of the tenderer. Any breakages, loss or theft of equipment handed over to the contractor will be charged to the contractor.

22.0. FACILITIES:

22.1 A full-fledged canteen with cooking platform and other infrastructure/ facilities are available at O/o GMTD, BSNL, GULBARGA and the GMTD, BSNL, GULBARGA will provide for any

technical maintenance with regard to equipment, electrical and water fittings.

22.2 Water & Electricity:

Water supply required for the kitchen will be provided by O/o GMTD, BSNL, GULBARGA. Electricity will be provided with Sub Meter & charges should be paid by Tenderer monthly at par with GESCOM Rates at AO Cash O/o the GMTD BSNL Gulbarga as per bill or Demand Note raised by Officer – in – Charge BSNL.(except for electrical sign oven. which is not allowed)

No electrical appliances should be used for cooking purpose.

22.3 Cooking Gas:

The contractor should arrange for and use only commercial gas as per government rules applicable..

22.4 Canteen upkeep:

Kitchen, Counter, Washing place, eating place to be cleaned thoroughly with proper chemicals daily before 08.30 AM. Anti bacterial treatment is to be provided by using special chemicals. Flies, Cockroaches, ants and other insects should be prevented. Special treatment has to be given to prevent rat menace. The canteen should be cleaned to see that any foul smell emanating from drops of foodstuff and stagnation of waste food in the kitchen is avoided. Anti-bacterial treatment is to be given in the kitchen by using special chemicals.

23.0 FORCE MAJEURE:

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Herein referred to as events) provided notice of happening 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 event be entitled to terminate this contract nor shall either party have any such reclaim for damages against the other in respect of such non-performance or delay in performance, and the services under the Contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the O/o GMTD, BSNL, GULBARGA Authority as to whether the discharge of service has 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 60 days either party may, at his option terminate the contract.

24.0. ARBITRATION:

In the event of any question, dispute of difference arising under this Tender or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the G.MTD, BSNL, Gulbarga or any official appointed by him. The decision of the arbitration shall be binding on both the parties. There will be no objection to any such appointment that the arbitrator is an officer of a Govt. Enterprise or that he has to deal with the matter to which the agreement relates or that in the course of his duties as an officer of Government Enterprise he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator

getting transferred or not able to continue, any other person nominated shall continue with the Arbitration in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration Act 1940 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceedings shall be the office of the General Manager Telecom District, BSNL, Gulbarga or such other places as the arbitrator may decide.

SUMMARY OF SALIENT ASPECTS

- | | |
|--|--|
| 1) Validity of offer | 90 days from the date of submission |
| 2) Period of Contract | 24 months (Extendable by another one year on mutual consent at same rates, terms and conditions of tender) |
| 3) Date of commencement | Within 7 days from the date of letter of intent |
| 4) Earnest Money deposit | Rs 10,000/- |
| 5) Cost of Tender document | Rs 563/- |
| 6) Security deposit | Rs. 50,000/- |
| 7) Installment of security deposit | The security deposit shall be released upon virtual completion of the contract period. |
| 8) Rate of interest for delayed payment | Not applicable. |
| 9) General: | |
| a) All cleaning equipment and chemicals, soaps etc, to be provided for by the contractor. | |
| b) Uniforms to be provided for working staff by the contractor | |
| c) GMTD, BSNL, Gulbarga has the right to add /delete areas stated herein | |
| d) All Appendices should be properly read and filled. | |
| e) Contractor is advised to visit the site and then quote the rates. No utensils/tools/cooking gas will be supplied by the GMTD, BSNL, Gulbarga. | |

ANNEXURE – II

DECLARATION

To

**The General Manager,
Telecom Distrct, BSNL,
GULBARGA – 585 101.**

Dear Sir,

**Sub: Tender for catering services in the GMTD, BSNL, GULBARGA –
585 101 Details of EMD - Reg.**

I have gone through the complete Terms and Conditions of the Catering Services in the O/o GMTD, BSNL, Gulbarga , contract and I accept the same. I am enclosing herewith Bank Draft No. _____ drawn on Bank for Rs _____ along with tender as Earnest Money Deposit.

I also certify that neither I am an employee of BSNL, nor any of my close relatives are employed in BSNL.

Signature of the contractor

Name _____

Address _____

Phone No. _____

Place:

Date :

Signature of Tenderer with Date and Seal

SECTION – III

COMMERCIAL CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 Commercial conditions of the contract shall be read in conjunction with the conditions of contract.

2.0 SITE PARTICULARS:

2.1. The intending tenderer shall be deemed to have visited the site and familiarized him self /herself thoroughly with the site conditions before submitting the tender. Non – familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with specifications.

3.0 EQUIPMENTS TO BE SUPPLIED BY GMTD, BSNL, Gulbarga:

Equipments are available for scrutiny at O/o GMTD, BSNL, GULBARGA and the tenderer is advised to acquaint himself /herself thoroughly with the Equipments. Non-familiarity or failure to study the Equipments before tendering shall not be considered a reason either for claims or for not carrying out the work in strict conformity with the specifications.

4.0 SITE ORGANISATION/EQUIPMENT OF THE TENDERER:

4.1 Equipment to be brought by the tenderer:

The tenderer shall without prejudice to his / her overall responsibilities to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and tackles and augment the same as decided by O/o GMTD, BSNL, GULBARGA depending on the exigencies of the work. The tenderer shall submit a list of equipment (Other than those supplied by O/o GMTD, BSNL, GULBARGA) he/she proposes to deploy for the subject

The tenderer shall serve Tiffin and meals in porcelain / fibre plates. In case, the crockery are broken during the usage by the Officials / staff members 50% of the charges shall be borne by the concerned Officials staff member as per the rates fixed by the O/o GMTD, BSNL, GULBARGA.

5.0 CO-ORDINATION WITH OTHER AGENCIES:

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the tenderer. Proper Co-ordination with other agencies will be the tenderer's responsibility. The tenderer shall ensure that the work of the other contractors are not held up due to non-completion of his/her part of work.

In case of any dispute the decision of the O/o GMTD, BSNL, GULBARGA shall be final and binding on the tenderer.

6.0 TAXES:

It is the responsibility of the tenderer to pay all the central and state government statutory taxes payable for all works under this contract and indemnify GMTD, BSNL, GULBARGA from any liabilities if any arising out of the same. Income Tax at the prevailing rate shall be paid by the tenderer as per Income Tax Act 1961.

7.0. INCOME TAX & SALES TAX CLEARANCE CERTIFIACTES:

Attested copies of the latest Income Tax Clearance and Sales Tax Registration Certificates in the proforma prescribed by the Government should accompany the tender. The Certificates should be in the name of the firm/individual quoting for the tender. In the absence of the above certificates, tenderer may not be awarded work.

8.0. STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES:

The tenderer is advised to submit quotations strictly based on the terms and conditions and specifications contained in the tender documents and not to stipulate any deviations. However, if it becomes unavoidable, deviations should be stipulated with reference to the clause number, para and page number of the tender document.

9.0. SCOPE OF WORK:

9.1 The Scope of work covered under this tender envisages "Catering Service" at O/o GMTD, BSNL, GULBARGA.

9.2 The tenderer shall take out an all- purpose insurance at his own cost to cover all risks and damages, claims etc., against fire, riots, war and insurance to cover public workmen, employees and supervisory staff etc. in respect of all works being executed by him under this contract.

9.3 The work shall be **carried or through any authorized officer** out under the direct supervision and instruction of GMTD, BSNL, GULBARGA. On acceptance of the tender, the tenderer shall intimate the name and experience of his accredited representative, who would be responsible for taking instructions from GMTD, BSNL, GULBARGA, ensure carrying out of the work and report compliance.

9.4 No additional payment for the dinner to be served at desired place.

9.5 If the tenderer carries out work in multiple shifts he will have to observe all statutory rules and regulations and shall pay his workers fair wages in accordance with current Labour Laws and Acts. No extra payment shall be payable to him/her by O/o GMTD, BSNL, GULBARGA on this account.

10.0 PRICE VARIATIONS (ESCALATIONS):

10.1. Bidders are required to quote their firm prices without the provision for any price Escalation during the period of the contract.

SECTION IV

PERFORMANCE OF WORK

1.0. CARRYING OUT OF WORKS:

- 1.1. The tenderer shall carry out the works and shall be responsible for the quality of food and upkeep of cafeteria. If at anytime any error in this respect shall appear during the progress of the works, the tenderer shall at his/her own expense rectify such error to the satisfaction of Office of the GMTD, BSNL, Gulbarga.

2.0. RESTRICTION OF WORKING HOURS:

- 2.1. Subject to any provision to the contrary contained in the contract, none of the works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of Office of the GMTD, BSNL, Gulbarga, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work, in which case the contractor shall immediately advice Office of the GMTD, BSNL, Gulbarga provided that the provisions of this clause shall not be applicable in the case of any work which it is customary to be carried out by multiple shifts.

3.0. TERMINATION FOR DEFAULT:

- 3.1. The Office of the GMTD, BSNL, Gulbarga may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate his / her contract in whole or part:
 - a. If the contractor fails to deliver any or all of the food items within the time period(s) specified in the contract or any extensions thereof granted by the Office of the GMTD, BSNL, Gulbarga pursuant to the clauses of supply schedule mentioned in this document.
 - b. If the contractor fails to perform any other obligation(s) under the contract and
 - c. If the contractor, in either of the above circumstances does not remedy his / her failure within a period of one week (or such longer period as the Office of the GMTD, BSNL, Gulbarga may authorize in writing) after receipt of the default notice from the Office of the GMTD, BSNL, Gulbarga.
 - d. If the number of complaints in respect of quality/quantity and cleanliness etc., are exceeding 5 (five) complaints in a month consecutively for 2 (two) months.

SECTION V
ITEM QUOTE FOR CATERING SERVICES

A. FOR OFFICE OF THE GMTD, BSNL, GULBARGA CANTEEN:

1.0. MORNING TIFFIN : 0830 to 1800Hrs

<u>Sl. No.</u>	<u>Item, Accompaniment (With Quantity)</u>	<u>Rate in Rs.</u>
1)	Vada (2 No.s) with Chutney & Sambar	
2)	Idli (2 No.s, each of 75gr.) with chutney & Sambar	
3)	Single Idly + Single vada with chutney & Sambar	
4)	Tomato bath (150gr) with Chutney	
5)	Utappam (1No.) with Chutney	
6)	Pesarattu (1No.) with Chutney	
7)	Upma (75gr) with Coconut chutney & ginger chutney	
8)	Sira with cashew	
9)	Chou Chou Bhath with Chutney (Sira + Upma) 100 Gms	
10)	Masala Dosa (1No.) with Chutney & Sambar	
11)	Set Dosa with coconut chutney	
12)	Big size Puri (2No.s) with Aloo curry & Chutney	
13)	Alu Bhath with Onion curd raitha	
14)	Pongal with Chutney	
15)	Paddu with chutney	
16)	Tea 100 ml	
17)	Coffee 100 ml	
18)	Milk 100 ml	
19)	Boost/Complan 100 ml	
20)	Filter Coffee	
21)	Lime Juice	
22)	Butter Milk	
23)	Ice Cream 100 ml as per MRP Spl Tea/Coffee,	
24)	.Spl Tea/Coffee,	
25)	Sugarless Tea Coffee,	
26)	Lemon tea	
27)	Black Tea etc.	
28)	Susla (Aulakki or Murmura) with Coconut chutney	
29)	Badam Milk	

NOTE:

- 1) The above items must be of same quality, size & taste of reputed hotels of Gulbarga.
- 2) Tea / Milk / Coffee must be made available between 0830 to 1800Hrs.

1.1 Tea & Snacks

Supply of any one of the following snacks from 11:00 hrs to 19:00 hrs

Some of the suggested evening snacks are listed below:

SI No	Snacks Details	Rates
	1. Samosa with Sause & fried green mirchi	
	2. Masala Vada with Sause & fried green mirchi	
	3. Palak Pakoda / Onion Pakoda / Gobi Manchuri With Sause & fried green mirchi	
	4. Aloo Bonda Sause with Sause & fried green mirchi	
	5. Bread Bajji With Sause & fried green mirchi	
	6. Mysore Bajji with Sause & fried green mirchi	
	7. Mirchi Bhajji with Sause & fried green mirchi .	
	8. Cake pieces	
	9. Good Day Cashew Biscuits on MRP	
	10. krack Jack Biscuits on MRP	
	11. Veg Puff	
	12. Panneer Puff	

(Tomato Sauce of standard brand like Kissan / Maggi etc)

**NOTE :- Any TWO items on rotation may be made available on all working days.
Or as per concerned officer order.**

2.0. MINI LUNCH (Plate Meals) : 13.00 to 1500Hrs

<u>Sl. No.</u>	<u>Item</u>	<u>Rate For One Unit (That contains all items)</u>
1)	Pulka /Jawar Roti (1 Nos.)	Rs. _____
2)	Rice (200gr) of sona mosuri quality	
3)	Curry Vegetable (Dry / Gravy) – 100gr	
4)	Dhal – 50gr	
5)	Sambar 100 ml	
6)	Rasam 100 ml	
7)	Chutni / Pickle (10gr)	
8)	Papad	
9)	Curd 100 ml Made of whole milk	
10)	Pickles	

3.0 LUNCH: 13 00 to 1530 Hrs

Sl. No. Item

Lunch (Limited / Plate meals) including the following items should be supplied from 13.00 hrs to 15.30 hrs - on self service basis. It consists of :

Sl No Items with Quantity

1. Pulka / Jawar Roti / Chapathi (2 Nos)
2. Rice of sona masuri quality (150gr)
3. Dhal – 50gr
4. Curry Vegetable (Dry / Gravy) – 100gr
5. One Special Vegetable Curry with Panneer etc.
6. Sweet - 100 Gms
7. Sambar 100 ml
8. Rasam 100 ml
9. Chutni 50 gms
10. Papad 1
11. Pickles 20 gms
12. Curd made of whole milk-1 100 ml
13. Veg Palau/Bisibele Bath/ Khara Pongal (100 gms)
14. Green salad 50 gms &
15. Onion Raitha 50 gms

NOTE:

1. Curd must be thick and properly settled and made of whole milk of reputed brand. .
2. Sweet item must be supplied once in a week preferably on Friday during lunch.

Rate Quoted for Limited / Plate Meals with Containing all Items : Rs. _____
(With Additional One seasonal fruit)

Rate Quoted for Full Meals with Containing all Items : Rs. _____
(With Additional One seasonal fruit)

4.0 DINNER : 1945 to 2130 Hrs

Menu are as per Lunch Items Only with change of Variety in Vegetables,Special Rice, Sweet items compare to Lunch items. (As suggested by officer – in – charge)

Rate Quoted for Limited / Plate Meals Rs : _____

Rate Quoted for Full _____ Rs : _____

NOTE: Curd must be thick and properly settled and made of whole milk of reputed brand.

Note: List of probable chutney items, vegetables, fruits, sweets are given in annexure -III.

ANNEXURE III
Suggested Items

The following items are suggested accompaniment for Breakfast

S.No.	Accompaniment
1	Coconut Chutney + Sambar
2	Ginger Chutney + Coconut Chutney
3	Potato curry with onion, Carrot
4	Coconut + Pally Chutney + Ginger Chutney
5	Coconut + Pally Chutney + Sambar
6	Sauce
7	Pudina Chutney
8	Uddad Chutney
9	Any Chutney suggested by Controlling Officer – in – Charge

The following items are suggested for veg. Curries for Lunch/Dinner.

S.No.	Item
1	Brinjal, Green Banana, with Ginger
2	Green Banana, Onion, with Lemon
3	Brinjal, Aloo, Onion
4	Capsicum, Aloo
5	Green Banana Fry
6	Aloo, Onion Fry
7	Donda Fry with Pally
8	Benda, Onion
9	Aloo, Carrot
10	Aloo, Cabbage, Carrot,
11	Aloo, Carrot, Cauliflower
12	Any Combination suggested by officer – in - charge

Suggested special curry items: Manchuria, Paneer, Malai Kofta, and Chana Masala. In addition Buttermilk is also to be supplied.

Suggested Sweets: Halwa, Ravva Kesari, Jilebi, Sonapapad, Jangri, Badshaw, Jamun, Kalakand Sweet Puri etc.

Suggested Fruits: Seasonal Fruits, Banana, Papaya Pieces, Mango Pieces, etc.

ANNEXURE-IV
PRE-RECEIPT

(FOR RETURN OF EARNEST MONEY)

Received Rupees _____ (in words _____)

_____) from Accounts Officer (Cash), O/o GMTD, BSNL,
GULBARGA being the amount towards earnest money deposit made under Tender
Notification **No:- G – 58/tender catering / 09-10 / 2 Dtd at Glb the 18/9/2009**

vide DD No. _____ Dtd _____

Of Bank _____

Signature of the Tenderer

Place :

Date :

Name : _____

Address : _____

Phone Nos: _____

Note : EMD will be returned only after the finalization of the tender.
This should be produced only when EMD return is claimed.

Signature of Tenderer with Date and Seal

Annexure 'A'

AGREEMENT

This agreement is entered on this day, the _____ of 2009 between the GMTD , BSNL (A Govt. of India Enterprise), Gulbarga – 585 101 represented by its Officer, Administration hereinafter referred to as AGM (Admn) as one party

AND

M/s _____ represented by _____ hereinafter called the "Agency" which means expression shall unless repugnant to the meaning of the context thereof is deemed to mean and include his successors and permitted assigns, of the other party.

Where as the AGM (Admn) has decided to give on contract the catering services for their staff and guests (if required, the food items to be procured from reputed vendors and to be served for our guests) and catering upkeep services for the Administration Building at GMTD, BSNL, Gulbarga.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contract is valid for a period of Two year with effect from _____ and stands automatically terminated on _____. The contract may be terminated earlier by either Office of the GMTD, BSNL, Gulbarga by giving one month's clear notice in writing without assigning any reasons whatsoever or on submission of 3 months clear notice by the tenderer after serving for a period of minimum 6 months. In either case the Security deposit stands forfeited. This contract period is extendable upto one year on mutual consent at same rates, terms and conditions of the tender.
2. The Agency will provide catering services, which would mean and include cooking/preparing and serving lunch, dinner, snacks, tea & coffee at the pre-determined time and place as given. All food preparations will be made by the Agency hygienically at the kitchen provided for the purpose in the Admin. Building.
3. The Agency will provide Catering upkeep services for the Admn. Building at the Office of the GMTD, BSNL, Gulbarga premises, which would mean and include Catering upkeep of dining halls hand-wash rooms, toilets, utensil wash- rooms. The total premises will be under the control of the Agency and should be kept clean and tidy. The cleaning materials like detergents, soaps, hand towels, scrubbers, brooms, etc. have been provided for by the Agency from time to time.
4. The food and beverages will be prepared under the most hygienic conditions and best quality of rice, wheat, dals, vegetables, milk, tea, coffee, refined sunflower cooking oil of reputed brand and other ingredients will be used by the Agency.
5. The Agency will provide as much variation as possible in the items to be served and the menu will be drawn up once a week, preferably on every Thursday, in consultation with the representative of Office of the GMTD, BSNL, Gulbarga for the ensuing week. Menus, which have been approved by the representative of Office of the GMTD, BSNL, Gulbarga only, will

be served. The Office of the GMTD, BSNL, Gulbarga also has a mess managing committee consisting of staff which will meet invariably once a week and the Agency will depute its representative to be present at the meeting to discuss matters concerning quality and variations to be implemented in the menu.

6. The Agency will not serve spoilt or sub-standard food and beverages at any time. The Agency will immediately replace such items, which are rejected by the representative of Office of the GMTD, BSNL, Gulbarga and failure on the part of the Agency to do so will entitle Office of the GMTD, BSNL, Gulbarga to make alternative arrangements at the cost and risk of the Agency.
7. The private of this contract exists between Office of the GMTD, BSNL, Gulbarga and the Agency, any the Agency is not authorized to sub-contract these services to any other third party.
8. The Agency will bear all expenditure towards the cost of raw material for preparation of the food and beverages including that of cooking gas. Loss due to leakage of gas because of negligence of the Agency and its workers will be borne by the Agency only. The Agency will bear all expenditure toward the cost of labour needed for preparing the food and beverages. Cooking should be done on Gas only & not by electricity.
9. The Agency will also bear all expenditure towards the cost of labour used by them for providing Catering upkeep of the Admn. Building, and for service of food and beverages .
10. The Office of the GMTD, BSNL, Gulbarga will hand over the available Materials to the agency along with a list after taking inventory in the presence of the tenderer. Any other items required are to be procured by the agency Including Utensils, Furniture's Gas Cylinders,etc.
11. The Agency undertakes to replace shortages of all items handed over to it without any charge to Office of the GMTD, BSNL, Gulbarga and the items so replaced shall be in conformity to the standard and quality handed over to the Agency by Office of the GMTD, BSNL, Gulbarga
12. Office of the GMTD, BSNL, Gulbarga will take an inventory of all the items handed over to the Agency in the presence of the Agency's representative periodically and at least once in a month. The replenishment of shortages reported should take place within a week from the date of reporting.
13. Any property damaged in the canteen including water/electricity/electrical wiring the damaged things will be repaired by tenderer only tat his own cost. Otherwise it will be deducted in EMD amount.
14. The Agency will be responsible for the compliance of statutory provisions of various enactment that are applicable to them. The agency will submit to GMTD, BSNL, Gulbarga copies of bank challans and Annual statements of Provident Fund in form 6A for the remittance made and ESI copy for the labour deployed at Office of the GMTD, BSNL, Gulbarga. The Agency will arrange to take a group insurance policy for their labour against accidents and death in course of their work. The policy should be produced to Office of the

GMTD, BSNL, Gulbarga within 10 days of signing the contract.

15. Office of the GMTD, BSNL, Gulbarga shall in no case be liable or responsible for payment of compensation under any Act in respect of the Agency's workers. The Agency shall comply with all statutory obligations both under the Central and State Acts from time to time. The Agency will be solely responsible for the death/accidents/injuries to its labour in the course of their duties and will adhere to all regulations in respect thereof, such as reporting to proper authorities about the accidents and treatment of the injured, etc. Office of the GMTD, BSNL, Gulbarga shall in no case be liable or responsible for payment of any damage or compensation to such persons or to third parties. Every worker employed by the Agency shall be deemed to be the Agency's workers and no such worker shall have any claim or right whatsoever against Office of the GMTD, BSNL, Gulbarga.
16. The agency will most particularly be held responsible to pay minimum wages every month to their workers deployed at Office of the GMTD, BSNL, Gulbarga, throughout the tenure of this agreement. The minimum wages to be paid to the workers by the Agency will be in accordance with the orders of the government issued from time to time.
17. The Agency will ensure that they present its workers always in a neat and tidy condition with clean outfit, and the cost incurred towards uniforms etc. issued to the workers will be borne by the Agency. Every worker deployed at Canteen Office of the GMTD, BSNL, Gulbarga by the Agency shall have an identity card issued by the Agency in the name of its firm.
18. The agency has to collect the bills as per the rates agreed upon.
19. The rates agreed to and scheduled in Annexure for the food items will be reviewed only once in a year.
20. The Agency will not misuse the Office of the GMTD, BSNL, Gulbarga premises in any way. The Agency's workers will be permitted to work at the specified places of work only and will not be seen in any other parts of the Office of the GMTD, BSNL, Gulbarga premises.
21. The Agency will dispose of all garbage waste collected from the Admn. Building in refuse-pits provided for the purpose in the open by tenderer only.
22. The Agency will be responsible to comply with all the provisions of Acts of State and Central Governments for providing welfare measures to its labour deployed at Canteen Office of the GMTD, BSNL, Gulbarga. Office of the GMTD, BSNL, Gulbarga will not bear any additional expenditure towards any welfare measures provided by the Agency.
23. In case of any dispute under this contract, the same will be referred to the arbitration of General Manager, BSNL, Gulbarga or the officer deputed by him as per the clause 23.0 under "conditions of the contract in Section –II".
24. All the conditions are applicable as per the tender document.
- 25. Penalty Clause/Forfeiture of SD:**
 - i) If any item supplied for breakfast / lunch / Snacks / dinner is not up to the mark in Quality / quantity / hygiene a suitable penalty as decided by the General Manager, Gulbarga will be imposed on the contractor as detailed below:
Rs. 100/- for cleaning complaint;
Rs. 150/- for severe complaint nature.

- ii) It is the sole responsibility of the contractor to see that left-over food items are not mixed with the items to be cooked/ served. If such case is brought to the notice of administration, a suitable penalty as decided by the General Manager, Gulbarga will be imposed.
- iii) Hot water must be used to clean plates, tumblers, cups and any other vessels.
- iv) In case of complaints received from the Staff during feed back reviews on weekly basis in respect of quality/ quantity and cleanliness, the contractor will be penalized as decided by the committee approved by the General Manager, Gulbarga which may lead to the forfeiture of the security deposit and termination of the contract.
In all above cases, the decision of the General Manager, Gulbarga is final and binding on the part of the contractor.
- v) Incase, number of complaints in respect of quality/ quantity and cleanliness are exceeding five complaints per month for two consecutive months General Manager, Gulbarga reserves the right to order suitable penalty as above or confiscate Security Deposit including termination of contract.

26. The contractor will be responsible to submit the payment particulars of EPF contribution Paid in respect of his Catering Labourers Employed in O/o General Manager, BSNL, Gulbarga for the period of Engagement.

Accepted and signed at Gulbarga
on the _____ day of _____
2009 for and on behalf of GMTD, BSNL, Gulbarga

Accepted and signed at Gulbarga
on the _____ day of _____
2009, for and on behalf of _____

(Administration)

(Proprietor/Partner)