

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739658402

अनुबंध तिथि | Contract Generated Date : 11-Mar-2024

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| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
| प्ररूप Type : State Government | पद Designation : BRC Dhanapur Chandauli |
| मंत्रालय Ministry : - | संपर्क नंबर Contact No. : - |
| विभाग Department : Basic Education Department Uttar Pradesh | ईमेल आईडी Email ID : con5.bed.chandauli@gembuyer.in |
| संगठन का नाम Organisation Name : N/A | जीएसटीआईएन GSTIN : - |
| कार्यालय क्षेत्र Office Zone : Director Basic Education, Lucknow | पता Address : BRC, Dhanapur Chandauli 232104, CHANDAULI, UTTAR PRADESH-232104, India |

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| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
| आईएफडी सहमति IFD Concurrence : No | Role: PAO |
| प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: BSA CHANDAULI | भुगतान का तरीका Payment Mode: Offline |
| वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: AAO CHANDAULI | पद Designation : AO BASIC CHANDAULI |
| | ईमेल आईडी Email ID : aobasic.cd-up@gov.in |
| | जीएसटीआईएन GSTIN : - |
| | पता Address: OFFICE OF THE FINANCE AND ACCOUNT OFFICER, BASIC EDUCATION SADAR CHANDAULI 232104, Chandauli, UTTAR PRADESH-232104, India |

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| परोषिती विवरण Consignee Details | | |
| क्र.सं. S.No | परोषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : - ईमेल आईडी Email ID : con5.bed.chandauli@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BRC, Dhanapur Chandauli 232104, CHANDAULI, UTTAR PRADESH-232104, India | Catering service (Duration Based) - Veg; Lunch; Special Thali |

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| सेवा प्रदाता विवरण Service Provider Details | |
| जेम विक्रेता आईडी GeM Seller ID : 607E200001171819 | कंपनी का नाम Company Name : SHIVSHAKTI ENTERPRISES |
| संपर्क नंबर Contact No. : 08840281239 | ईमेल आईडी Email ID : jaiswalpnm143@gmail.com |
| पता Address : Ward no.10,Aazad nagar,Saidpur, Ghazipur, UTTAR PRADESH-233304, - | एमएसएमई चंजीकरण संख्या MSME Registration number : UDYAM-UP-30-0011485 |
| एमएसएमई सामाजिक श्रेणी MSE Social Category : OBC | एमएसएमई लिंग श्रेणी MSE Gender : Male |
| जीएसटीआईएन GSTIN: 09cocps9215p1z4 | |

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| *जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer | |
| सेवा विवरण Service Details | |

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 13-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 15-Mar-2024

श्रेणी नाम | Category Name : Catering service (Duration Based)

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| बिलिंग चक्र Billing Cycle: weekly | | | |
| विवरण Description | Number of Thali/Packet/Plate required per Day | Cost per Thali/ Packets/ Plates per day | |
| Type of Preparation | Veg | 150 | 148 |
| Type of Spread | Lunch | | |
| Spread bifurcation | Special Thali | | |
| Number of Service days during the contract period | 3 | | |

कुल राशि (सूत्र) | Total Amount (Formula) :
((Cost per Thali/ Packets/ Plates per day*Number of Thali/Packet/Plate required per Day)*Number of Service days during the contract period)

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| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | 66600 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | 66600.00 |

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| अनुबंध की राशि Amount of Contract | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | 66600 |

SERVICE STC
SPECIAL TERMS AND CONDITIONS FOR
CATERING SERVICES

1. PREAMBLE

1. The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:
2. General terms and conditions for Services;
3. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
4. BID / Reverse Auction specific ATC.
5. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified in written form on mutual consent of the stakeholders.

3. Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

This service requires the Service Provider to prepare, transport and provide catering services for buyers at the Buyer's premises or any other local designated premises as per the requirement of the buyer. The service includes provision of staff for serving and setting up dining venue, packaging, crockery and utensils used in each type of requirements, dispensers, hot/ cold buffet chafers, tablecloth, mats and all other equipment required for serving the desired quality of food. This service also includes afterward services like cleaning, disposal of garbage, provisioning of potable drinking water or other materials/ consumables etc.

The buyer of this service can avail the catering services on a monthly basis, wherein buyers have to specify the number of meals to be consumed daily.

The buyer of this service will have the option to choose from the following:

1. Type of Preparation which includes vegetarian, non-vegetarian and Jain preparation
2. Packet, Thali or Buffet: Buyers of this service will have the option to choose from regular/ special packet, mini/ regular/ special thali and regular/ special buffet
3. Type of Spread: Buyers of this service will have the option to choose from the following type of spreads, based on the aforementioned selections:

Veg Breakfast-

| Packaging Type | Definition |
|----------------|--|
| Regular Packet | 1 Veg breakfast item (130 - 150 gm), 1 seasonal fruit, 1 tea/ coffee/ juice (150 ml), e.g: 1 veg sandwich/ poha, 1 banana/ apple/ orange, 1 tea/ coffee |
| Special Packet | 1 Veg breakfast item (130 - 150 gm each), 1 seasonal fruit, 1 bakery item (40 - 50 grams), 1 namkeen/biscuit packet (40 - 50 gm), 1 tea/ coffee/ juice (150 ml) e.g: 1 Veg sandwich, 1 banana/ apple/ orange, 1 fruit cake (veg), 1 aloo bhujia/ other similar variant, 1 tea/ coffee/ juice Or: 1 idali/ vada, 1 banana/ apple/ orange, 1 fruit cake (veg), 1 aloo bhujia/ other similar variant, 1 tea/ coffee/ juice |
| Regular Buffet | 1 Veg breakfast item (60 - 80 gm), 1 bakery item (40 - 50 gm), tea, coffee, milk & juice options (150 ml), 1 cut fruit (80 - 100 gm), bread, butter, jam, pickle, sauce, water bottle (200 ml) e.g: Idli/ vada, uttupam/ upma, chutney & sambar, tea, coffee, milk, juice, banana/ any cut fruit, bread, butter, jam, pickle, sauce, water bottle or: Poha/ aloo puri/ vegetable sandwich, ketchup, tea & coffee, banana/ any cut fruit, butter, jam, pickle, sauce, water bottle |
| Special Buffet | 2 Veg breakfast items (60 - 70 gm each), 1 cereals (40 - 50 gm), 1 bakery item (40 - 50 gm), tea, coffee, milk and juice (150 ml), assorted cut fruits (80 - 100 gm), bread, butter, jam, pickles, sauce, water bottle (200 ml) e.g: Idli/ vada, poori-bhaji, corn-flakes, seasonal halwa/ rasgulla, chutney & sambar, tea, coffee, milk & juice, any 2 cut fruits, bread, butter, jam, pickle, sauce, water bottle or: Poha/ upma, plain/ stuffed parantha, seasonal halwa & rasgulla, butter & pickle, tea, coffee, milk, juice, any 2 cut fruits, bread, butter, jam, pickle, sauce, water bottle |

Veg Lunch/ Dinner-

| Packaging Type | Definition |
|----------------|---|
| Mini Thali | 1 veg dish with rice/ chapati (250 gm) e.g: 1 Plate rajma/ chhole/ kadhi, rice or: 4 chapatis, 1 seasonal vegetable |
| Regular Thali | 1 Rice (150 gm), 2 chapati, 1 dal (100 gm), 1 vegetable dish (100 - 120 gm), 1 Raita (40-50 ml), 1 pickle (10 gm) e.g: Steam rice, 2 chapatis, 1 any dal, 1 mix/ seasonal vegetable, 1 raita, pickle |
| Special Thali | 1 Rice (150 gm), 2 chapatis, 1 dal (100 - 120 gm), 2 vegetable dishes (80 - 100 gm each), 1 Raita (50-60 gm), green salad (30 - 40 gm), 1 dessert (40 - 50 gm) e.g: Jeera rice, 2 chapatis, 1 dal makhni/ yellow, 1 mix/ seasonal vegetable, 1 paneer/ mushroom dish, 1 raita, 1 rasgulla/ halwa, seasonal green salad |
| Regular Buffet | 1 Rice (120 - 150 gm), 2 chapatis, 1 green salad (40-50 gm), 1 raita (50 - 60 gm), 1 dal (100 - 120 gm), 1 vegetable (100 - 120 gm), 1 dessert (40 - 50 gm), papad, pickle, 1 water bottle (200ml) e.g: Steam rice, naan/ tandoori roti, 1 dal makhni/ yellow, 1 mix/ seasonal vegetable, 1 paneer/ mushroom dish, rasgulla/ gulab jamun, raita, papad, seasonal green salad, water bottle |
| Special Buffet | 1 Rice (100 - 120 gm each), 2 chapati/ naan/ parantha, 2 salads (40-50 gm), 1 raita (50 - 60 gm), 1 dal (100 - 120 gm), 2 vegetables (100 - 120 gm each), 2 desserts (40 - 50 gm each), papad& pickle, 1 water bottle (250ml) e.g: Jeera rice/ veg biryani, naan/ roomali/ tandoori/ lachhapantha, dal makhni/ fry/ yellow, 1 seasonal veg, 1 paneer/ mushroom dish, gulab jamun/ halwa, raita, pickle, papad, green salad, water bottle |

Veg Snacks/ High Tea-

| Packaging Type | Definition |
|----------------|---|
| Regular Packet | 1 Veg savory item (50 - 60 gm), 1 sweet item (40 - 50 gm), 1 tea/ coffee/ juice (150 ml) e.g: 1 samosa/ veg cutlet, 1 cham-cham/ barfi, tea/ coffee |
| Special Packet | 1 Veg snack item (50 - 60 gm each), 1 sweet item (40 - 50 gm), chips (30 gm), 1 packaged namkeen/ biscuits (30-40 gram), 1 tea/ coffee/ juice (150 ml) e.g: 3 Sweet/ salted cookies, 2 samosa/ veg cutlet/ dhokala/ fruit cake, chips, 1 gulab jamun/ pastry, tea/ coffee/ tetra pack juice, |
| Regular Buffet | Biscuits/ cookies (40 - 50 gm), tea & coffee options (150 ml), Water bottle (200 ml) e.g.: Sweet/ salted cookies, tea & coffee, water bottle |
| Special Buffet | 1 Veg savory/ baked item (50 - 60 gm), Biscuits/ Cookies (50 - 60 gm), tea, coffee & juice options (150 ml), water bottle (200 ml) e.g.: Sweet/ salted cookies, samosa/ veg cutlet/ dhokla, muffin/ pastry (veg), tea, coffee & juice, water bottle |

Non-Veg Breakfast-

| Packaging Type | Definition |
|----------------|--|
| Regular Packet | 1 Non-veg breakfast item (130 - 150 gm), 1 seasonal fruit, 1 tea/ coffee/ juice (150 ml) e.g: 1 bread omelette/ chicken sandwich, 1 banana/ apple/ orange , 1 tea/ coffee/ juice |
| Special Packet | 1 Non-veg breakfast item (130 - 150 gm), 1 seasonal fruit, 1 bakery item (40 - 50 gm), 1 namkeen/ biscuit packet (40 - 50 gm), 1 tea/ coffee/ juice (150 ml) e.g: 1 Chicken sandwich/ bread omelet, banana/ apple/ orange, 1 fruit cake (egg), 1 bikanerbhujia/ other similar variant, 1 tea/ coffee/ juice |
| Regular Buffet | 1 Non-veg breakfast item (130 - 150 gm), 1 veg item (60-70 gm), 1 bakery item (40 - 50 gm), tea, coffee, milk & juice options (150 ml), 1 cut fruit (80 - 100 gm), bread, butter, jam, pickle, sauce, water bottle (200 ml) e.g: Chicken sandwich/ bread omelet, gulab jamun/ rasgulla, tea, coffee, milk & juice, banana/ any cut fruit, bread, butter, jam, pickle, sauce, water bottle |
| Special Buffet | 1 Non-veg breakfast item (60 - 70 gm), 1 egg counter, 1 veg breakfast item (60-70 gm), 1 cereals (40 - 50 gm), 1 bakery item (40 - 50 gm), tea, coffee, milk & juice options (150 ml), assorted cut fruits (80 - 100 gm), bread, butter, jam, pickles, sauce, water bottle (200 ml) e.g: Chicken sandwich/ sausage bun, scrambled egg/ omelet, corn-flakes, muffins, tea, coffee, milk, juice, any 2 cut fruits, bread, butter, jam, pickles, sauce, water bottle |

Non-Veg Lunch/ Dinner-

| Packaging Type | Definition |
|----------------|--|
| | 1 Non-veg dish with rice/ chapati (250 gm) |

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| Mini Thali Packaging Type | e.g: 1 Egg curry/ chicken curry, rice/ 4 chapatis Definition |
| Regular Thali | 1 Rice (150 gm), 2 chapatis, 1 non-veg dish (130 - 150 gm), 1 dal (100 gm), 1 raita (40 - 50 gm), 1 pickle (10 gm) e.g: Steam rice, 2 chapatis, 1 egg curry/ chicken curry, 1 mix/ yellow dal, raita, pickle |
| Special Thali | 1 Rice (150 gm), 2 chapatis, 1 dal (100 - 120 gm), 1 non-veg dish (80 - 100 gm), 1 vegetable dish (100-120 gm), 1 raita (50 - 60 gm) 1 dessert (40 - 50 gm), green salad (60 - 70 gm) e.g: Jeera rice, 2 chapatis, 1 dal makhni/ yellow, 1 fish/ chicken/ mutton dish, 1 vegetable dish, 1 raita, 1 papad, 1 rasgulla/ halwa, seasonal green salad |
| Regular Buffet | 1 Rice (120 - 150 gm), 1 bread, 1 dal (100 - 120 gm), 1 non-veg dish (100 - 120 gm), 1 veg dish (100 - 120 gm), 1 dessert (40 - 50 gm), green salad (40 - 50 gm), raita (50 - 60 gm) papad, pickle (10 gm) , 1 water bottle (200ml) e.g: Steam rice, naan/ tandoori roti, 1 dal makhni/ yellow, 1 chicken/ fish item, 1 mix veg, rasgulla/ gulab jamun, raita, papad, seasonal green salad, pickle, water bottle |
| Special Buffet | 1 rice (100 - 120 gm), 2 types of breads, 2 green salads (40 - 50 gm each) 1 dal (100 - 120 gm), 2 non-veg dish (100 - 120 gm), 1 vegetable dish (100-120 gm), 2 desserts (40 - 50 gm each), raita (50 - 60 gm), papad, pickle (10 gm), 1 water bottle (200ml) e.g: Jeera rice, naan/ roomali/ tandoori/ lachhapanantha, dal makhni/ fry, navratan korma/ mutton/ chicken dish, 1 mix/ seasonal veg, 1 paneer/ mushroom item, gulab jamun/ halwa, raita, pickle, papad, any 2 green salad, water bottle |

Non-Veg Snacks/ High Tea-

| Packaging Type | Definition |
|----------------|---|
| Regular Packet | 1 Non-veg savory item (50 - 60 gm), 1 dessert (40 - 50 gm), 1 tea/ coffee/ juice (150 ml) e.g: 3 Sweet/ salted cookies, 1 cham-cham/ barfi, tea/ coffee/ juice |
| Special Packet | 1 non-veg snack item (50 - 60 gm), chips (30 gm), 1 bakery item (40 - 50 gm), 1 packaged namkeen/ biscuit (30 - 40 grams), 1 tea/ coffee/ juice (150 ml) e.g: Egg patties/ chicken cutlet, chips, 1 fruit cake, biscuits, tea/ coffee/ juice |
| Regular Buffet | Biscuits/ cookies (40 - 50 gm), tea & coffee option (150 ml), water bottle (200 ml) e.g.: Sweet/ salted cookies, tea & coffee, water bottle |
| Special Buffet | 1 Non-veg savory/ baked item (50 - 60 gm), 1 veg savory/ baked item (50 - 60 gm), Biscuits/ Cookies (50 - 60 gm), tea, coffee & juice option (150 ml), water bottle (200 ml) e.g.: Sweet/ salted cookies, chicken patty, muffin, tea, coffee & juice options, water bottle |

While the aforementioned table provides the standard requirements in the selected package type, buyers have the option to select add-ons to aforementioned standard requirements for additional requirements of water, juice, snack items, and main dish items.

Buyer will provide the details for date, time and venue (in case of outside Buyer premise) of service, type of service (catering, buffet), type of spread (breakfast, lunch, snacks/ high tea, dinner), preparation (vegetarian, non-veg, Jain food), and add-ons (crockery, veg/ non-veg dishes, desserts, water etc.) Service Providers will quote price as per above service parameters, and any add-ons will be charged separately as per the actual quantity ordered.

5. Service Details and Standards

- The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/ cold buffet chafers, tablecloth, mats, glass wear and all other equipment required for serving the desired quality of food.
- For packets, the food items shall be put in a paper box, for the thalis, the food items shall be packaged in an airtight food box, and for the buffet, the food items will be served in stainless steel crockery, unless otherwise stated in the order.
- Service Provider shall possess a valid license issued by Food Safety & Standard Authority of India (FSSAI), State Govt./ Central Govt., PAN, and copy of GST registration certificate from appropriate authority.
- All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider.
- The food items supplied should be as per Government standards. If at any point of the time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Department, the same shall be borne by the Service Provider.
- The meal packets/ thalis/ buffet provided by the service provider should include therequirement of food and drink items as per the meal packagementioned in the service scope.
- The service provider shall serve the food in healthy, ecofriendly packaging, also label all serving/ menu items with their name and/ or corresponding dietary restrictions (vegetarian, non-vegetarian, Jain preparation etc.).
- The crockery used shall be clean, not old, faulty(cracked, scratched);the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
- The eatables served by the Service Provider to the guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc.
- Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
- All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
- Non-vegetarian dishes shall be prepared from fresh and good quality egg, chicken, mutton, fish or other sea foods as desired by the buyer and the same shall be purchased from the standard authorized shop.
- The non-vegetarian items shall be washed and marinated properly before cooking. The pieces of non-vegetarian items shall not be too small or too big, un-necessary shreds and small bone pieces shall be removed.
- The deployed catering staff, shall be adequate as per requirements,trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service for both dining and buffet services.
- The deployed catering staff shall serve potable drinking water from the source to the dispensers and water coolers placed at all locations at the Buyer premise/ designated premises.

6. Defined Timelines

- Buyer shall inform about the type of spread, menu, number of packets/ buffets required and location of delivery/ buffet arrangement to the Service Provider 3 days prior

to the date of event.

2. Service Provider shall adhere to the timeline given by Buyer for serving/ buffet arrangements on Buyer's premise/ designated premise.
3. In case of non-availability of specifically demanded food item; the Service Provider shall communicate the same to Buyer at least 2 days prior to the date of food delivery/ event.

7. Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
2. Food preparation shall be based on availability of the seasonal vegetables/ fruits.
3. The staff provided by the service provider shall not be deemed employees of the user department hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.
4. The Buyer Catering Committee/ SPOC shall be the sole authority to decide and judge the quality of the service rendered by the Service Provider and all other matters and his decision shall be final and binding.
5. No Service Provider's staff shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without permission.
6. Any damages/ losses caused by Buyer shall be borne by the Buyer.

8. Limitations of Service Delivery (if any)

1. The Service Provider will provide catering services as per the package and add-ons (if any) selected by the Buyer.
2. The Buyer will have option to replace the item/ dishes, however replacement of the dishes will be in same category (veg dish to veg dish, dessert to dessert and so on), also quantity and number of items/ dishes will be same as per package and add-ons (if any) selected.

9. Service Provider's Obligation

Service Provider's obligations will include the following-

1. The service provider shall be responsible for ensuring compliance with the provisions related to all Applicable laws including Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Food Safety and Standards Act, 2006, etc. as applicable from time to time.
2. Service Provider shall ensure the timely delivery with the agreed standards and quantity of required services to the Buyer.
3. The Service Provider shall provide catering services in the dining area and/ or administrative building premises and/ or any other local premise designated by the Buyer as per the service request and for the number of people mentioned by the Buyer.
4. The Service Provider shall be well equipped to undertake Hygiene audit and reports shall be submitted to the Buyer bi-annually.
5. All the staff deployed by Service Provider at Buyer's premise/ designated premise shall adhere to the Buyer's policies for office timings/ other guidelines.
6. Service Provider shall provide uniforms, identity card, name badges and safety items/ kits, shoes etc. to its staff working in the Buyer's premise. Staff should also ensure wearing gloves and hair covers while cooking and serving food.
7. Service Provider shall inform about the non-availability/ shortage of any item/ dish in advance in appropriate time along with the alternate options for non-available items.
8. The Service Provider shall follow the service delivery instructions from the Buyer's Catering Committee/ SPOC, Service Provider shall get all the details of service i.e. packet/ catering arrangement, quality, quantity of the eatables, other arrangements etc. in advance from Catering Committee / SPOC to avoid last minute issues. The Service Provider shall also provide varieties in Menu/Cuisine in consultation with Buyer Department within the selected meal package.
9. Taking protective measures to protect the property and persons and prevent accidents shall be the Service Provider's responsibility during the contract period.
10. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. The Service Provider shall arrange for any special type of equipment and machines if required for during catering service at his own cost.
12. The Service Provider shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its own cost and expenses.
13. The Service Provider shall be responsible for maintaining hygiene and safety of cooking/ serving area and the catering staff deployed at the premise where food is being prepared/ served. Details of audit parameters for the cafeteria where food is being prepared are given as Annexure 1.

10. Buyer's Obligations

Buyer's obligations will include the following-

1. Buyer shall form a Catering Committee or appoint a Single Point of Contact (SPOC) to approve the catering/ buffet menu and take all decisions related to catering service delivery.
2. The Buyer shall provide a room/ space for service delivery supervisor, storage and reheat of materials, food etc. to the Service Provider free of cost during the period of contract. Nobody shall be allowed to enter the room other than designated Buyer Catering Committee/ SPOC and/ or service provider's staff.
3. The Buyer shall provide sufficient running/ stored water for cooking/ cleaning purposes and electricity for the appliances at no extra cost to the Service Provider.
4. **Price Variation Clause:**
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."
5. The Buyer catering committee/ SPOC shall provide all necessary approvals related to service delivery on time to get the services delivered within the timelines.
6. Buyer shall undertake independent hygiene and quality audits as and when deemed necessary. Details of hygiene and quality audit parameters are given as Annexure 2.

11. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

12. Logbook

1. The service provider shall update the logbook on the GeM portal as per the logbook process flow.
2. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
3. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

13. Service Performance and Feedback

1. Feedback from the Catering Committee / SPOC of the Buyer shall be maintained (daily/ weekly in duration basis and as per the events in event basis) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

- The SinglePoint of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in logbook, service feedback is found during the tracking; immediate action can be taken against the party.

14. Penalties and Fine

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the service provider.

Penalties and fine are detailed below-

| S. No. | Description | Penalty/ Fine | | |
|--|--|---|---|---|
| | | 1st Instance | 2nd Instance | 3rd Instance |
| Penalty/ Fine on Service Provider | | | | |
| 1 | Delay in service delivery | Warning | 3% of monthly billing amount | 5% of monthly billing amount |
| 2 | Discrepancy in quantity of food, number of food items | 2% of monthly billing amount | 3% of monthly billing amount | 5% of monthly billing amount |
| 3 | Non-deployment of required staff | 1% of monthly billing amount per personnel per incident | 2% of monthly billing amount per personnel per incident | 3% of monthly billing amount per personnel per incident |
| 4 | Hygiene and quality concerns | 2% of monthly billing amount + 100% amount penalized by Food Inspector/ Department (if any) | 3% of monthly billing amount + 100% amount penalized by Food Inspector/ Department (if any) | 5% of monthly billing amount and/or termination of agreement |
| 6 | If staff is found of any disobedience or misconduct | 2% of monthly billing amount per personnel per incident | 3% of monthly billing amount per personnel per incident | 5% of monthly billing amount per personnel per incident |
| 7 | If staff is found responsible for any theft, loss of material/ articles/ damages | Equivalent payment or replacement of material and/or replacement of staff | Equivalent payment or replacement of material + 2% of monthly billing amount per personnel per incident | Equivalent payment or replacement of material + 3% of monthly billing amount per personnel per incident and/or termination of agreement |

14.1. Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

14.2. Payment Condition

- The cost of services quoted by the Service Provider shall include staff, utensils and food items, however Service Provider shall be paid for the add-ons as per the actual requirement (if any).
- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

14.3. Payment Cycle

- Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

14.4. Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
 - Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

14.5. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- Amendment of the Contract after event of Force Majeure:** In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

- *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

14.6. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:*The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. While, the Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider for two consecutive payments as per the payment scheduled agreed in the Contract.
3. *Breach of SLAs:* The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value or ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Annexure – 1 - Cafeteria Audit Parameters

Cafeteria Audit

| S. No. | Quality Parameter | Observations | | Remarks |
|--------|---|--------------|----|---------|
| | | Yes | No | |
| 1 | Raw material received are branded ones and stored properly | Yes | No | |
| 2 | Food prepared properly and stored properly under hygienic conditions | Yes | No | |
| 3 | Prepared items covered properly | Yes | No | |
| 4 | Utensils are properly cleaned | Yes | No | |
| 5 | Floors are hygienically cleaned | Yes | No | |
| 6 | Kitchen staff are in uniform | Yes | No | |
| 7 | Service Boys are in uniform and wearing gloves and cap | Yes | No | |
| 8 | Potable Drinking water arrangements neatly done | Yes | No | |
| 9 | Utensil washing area is properly maintained | Yes | No | |
| 10 | All items as per Menu provided | Yes | No | |
| 11 | All items in orderly manner and are in a presentable manner | Yes | No | |
| 12 | Fingernails trimmed and clean | Yes | No | |
| 13 | Storage area/ fridge is clean | Yes | No | |
| 14 | Exhaust system is working | Yes | No | |
| 15 | Garbage disposal done regularly | Yes | No | |
| 16 | Drainage system is functioning | Yes | No | |
| 17 | Flies present in Kitchen and Dining Area? Fly Catcher working satisfactorily? | Yes | No | |
| 18 | Insect or Spider web seen in Kitchen and Dining area | Yes | No | |
| 19 | Any Other Observation | Yes | No | |
| 20 | Overall Cafeteria Condition | NA | NA | |

Annexure – 2 - Hygiene and Quality Audit Parameters

Hygiene and Quality Audit

| S. No. | hygiene and Quality Parameter | Observations | Remarks |
|---|--|--------------|---------|
| Yes | No | | |
| Food Preparation | | | |
| 1 | Food indexing- Are the menus being decided to ensure food variety? | Yes | No |
| Food Safety | | | |
| 2 | Is the food prepared properly under hygienic conditions? | Yes | No |
| 3 | Are the prepared items covered properly? | Yes | No |
| 4 | Are the utensils used after proper cleaning? | Yes | No |
| Kitchen/ Pantry Hygiene | | | |
| 5 | Floors are hygienically clean | Yes | No |
| 6 | Walls are dust/ damp free | Yes | No |
| 7 | Furniture is regularly cleaned | Yes | No |
| 8 | Washing area provides hygienic environment | Yes | No |
| 9 | Cooking counter is adequately clean | Yes | No |
| Condition of Equipment in Food Preparation | | | |
| 10 | Work worthy | Yes | No |
| 11 | Clean | Yes | No |
| 12 | Safe to handle | Yes | No |
| Food Handler's Health | | | |
| 13 | Periodical health check-up done or not | Yes | No |
| 14 | Nail are cut clean and healthy | Yes | No |
| 15 | Head gears/ caps are worn | Yes | No |
| 16 | Gloves are worn | Yes | No |
| 17 | Smoking, eating or chewing of tobacco, gutka etc. spitting are strictly prohibited - Prohibition observed or not | Yes | No |
| Food Quality | | | |
| 18 | Palatability is tasted by the Service provider's Representative | Yes | No |
| 19 | Freshness and warmth of the food served up to the mark | Yes | No |
| General | | | |
| 20 | Exhaust System is working | Yes | No |
| 21 | Garbage disposal is done regularly | Yes | No |

| | | | |
|----------------------------------|---------------------------------|-----|----|
| 22 | Drainages system is functioning | Yes | No |
| Hygiene and Quality Audit | | | |

| S.No. | Hygiene and Quality Parameter | Observations | No | Remarks |
|-------|---|--------------|----|---------|
| 24 | Service counter(s) are adequately clean | Yes | No | |

ईपीबीजी विवरण | ePBG Detail

NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.