

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687741113791

अनुबंध तिथि | Contract Generated Date : 10-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4509963](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	JTO STAFF WBTC
मंत्रालय   Ministry :	Ministry of Communications	संपर्क नंबर   Contact No. :	-
विभाग   Department :	Department of Telecommunications (DOT)	ईमेल आईडी   Email ID :	tuhin.dutta@bsnl.co.in
संगठन का नाम   Organisation Name :	Bharat Sanchar Nigam Limited Portal(BSNL)	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	KOLKATA	पता   Address :	BSNL, O/O Chief General Manager Telecom, WB Telecom Circle, CTO Bldg., 8 Red Cross Place, KOLKATA, WEST BENGAL-700001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम	GM(HR-ADMN)	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Sr.GM(F)	पद   Designation :	JTO STAFF WBTC
Designation of Financial Approval :		ईमेल आईडी   Email ID :	tuhin.dutta@bsnl.co.in
		जीएसटीआईएन   GSTIN :	19AABC5576G3ZG
		पता   Address:	BSNL, O/O Chief General Manager Telecom, WB Telecom Circle, CTO Bldg., 8 Red Cross Place, Kolkata, WEST BENGAL-700001, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : tuhin.dutta@bsnl.co.in जीएसटीआईएन   GSTIN : - पता   Address : BSNL, O/O Chief General Manager Telecom, WB Telecom Circle, CTO Bldg., 8 Red Cross Place, KOLKATA, WEST BENGAL-700001, India	Canteen Service - Best Price on Fixed Menu Rate Model - Vegetarian, Non-Vegetarian; Breakfast, Lunch, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	KXOK220005337364
कंपनी का नाम   Company Name :	NEW ARISTOCRAT
संपर्क नंबर   Contact No. :	09734837319
ईमेल आईडी   Email ID :	santoshkumarkajli17@gmail.com
पता   Address :	KAMARDA,KAMARDA,KAMARDA BAZER,PS-KHAJURI, East Medinipur, WEST BENGAL-721432, -
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-WB-12-0010724
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN :	19CCUPK3328P1Z0 (R)

\*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): 01-May-2024		सेवा समाप्ति तिथि   Service End Date : 30-Apr-2025
श्रेणी नाम   Category Name : Canteen Service - Best Price on Fixed Menu Rate Model		
बिलिंग चक्र   Billing Cycle: yearly		
विवरण   Description	Total No of Employees/ Individuals/ Footfall to be served per day	Total Menu Cost for the Contract Period in INR
Smart Vending Machines	Not Required	
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)	
Cooking Gas Charges	To be provided by Service Provider	
Uniform for Canteen Staff	To be provided by Service Provider	
Zipcode	NA	
Essential Crockery	To be provided by Service Provider	
Canteen Staff	To be provided by Service Provider	
District	NA	

Electricity Charges	To be provided by Buyer		
Canteen's Operational Days in a week	6 days a week	100	475
Display Shelf	Not Required		
Cooking Equipments	To be provided by Service Provider		
Distribution/ Serving Style	From single point – (canteen establishment)		
Type of Diet	Vegetarian, Non-Vegetarian		
Basic Furniture	To be provided by Buyer		
Water Charges	To be provided by Buyer		
Type of Meal	Breakfast, Lunch, Snacks, Beverages		
Total Canteen Space (In Sqft)	1000		
Monthly License Fee	0		
Duration in Months	12		
Working Days in a Month	26		

कुल राशि(सूत्र) | Total Amount (Formula) :  
(Total Menu Cost for the Contract Period in INR)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	475
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	475
अतिरिक्त जानकार्य Additional Details	
<ul style="list-style-type: none"> <li>• Canteen Start Time : 9.30AM</li> <li>• Canteen End Time : 6.00PM</li> </ul>	
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करें सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	475
मूल्य विभाजन की पेशकश की  Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक</a>   Price Break up offered Document link	
एसएलए विवरण SLA Details	

#### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS FOR

#### CANTEEN SERVICES

## 1 Preamble

The Canteen Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

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 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

Canteen Service provides an all-inclusive service for meals (breakfast and lunch, cooked and fast foods), non-alcoholic beverages, snacks and other items daily to on-site user, personnel, visitors, or to others as per buyer's specifications and at location specified by buyer. This will function as a 'Price on Demand' Service.

Operational Models: The buyer organization has the flexibility to choose from various canteen operating models –

### Best Price on Fixed Menu Rate Model

In this service the buyer asks the service provider to quote the rate in INR for the "total menu cost" as mentioned in the bid document. The bidder can quote any rate higher or lower than the estimated "total menu cost" indicated by the buyer. The service provider quoting minimum "total menu cost", is selected for award of this service. Once the L1 service provider is selected, the % of total menu cost above / below are equally multiplied by the menu items to arrive at the individual menu item rate keeping the "total menu cost" within the quoted rates.

*The total menu cost is inclusive of the manpower cost.*

The Service Provider quoting the Lowest Total Menu Cost in INR for contract period is Selected for award of the contract.

#	1. Menu Item Price	2. License Fee	3. Electricity	4. Water	5. Gas	6. Space Rent
Best Price on Fixed Menu Rate Model	Fixed by buyer. Service provider to provide best price for all menu items and the related % plus or minus is applied to all menu items to justify the L1 price	Based on buyer's discretion	No rent required			

The buyer will be provided options to select following options:

- **Type of Diet** (Diet refers to the kinds of food that a person or a community habitually eats. Major diet types are
  - Vegetarian, Non-Vegetarian and Vegan) with various options such as Vegetarian (Vegetarian Diet consists of not including any meat, poultry, game, fish, shellfish or by-products of animal slaughter. Vegetarian diets contain various levels of fruits, vegetables, grains, pulses, nuts and seeds.);
  - Non-Vegetarian (Non-Vegetarian (Non-Veg) refer to a diet which is not vegetarian i.e. consumption of meat, especially as a major source of protein.) ; Veganism (Veganism is a type of vegetarian diet that excludes meat, eggs, dairy products, and all other animal-derived ingredients.
  - Vegans do not eat foods that are processed using animal products, such as refined white sugar and some wines.)
- **Type of Meal:** The buyer will also be provided options to choose type of meal (Breakfast, Lunch, Dinner, Snacks, Beverages) in the marketplace. At the bid stage, buyers will be required to upload the menu item and approximate quantity and other details that are required as per the operating model selected.
- **Distribution/ Serving style:** Whether it is from single point (canteen establishment) or from multi point (room to room). In case of multi point, buyer shall provide the details of distribution requirement as an upload at the bid stage.
- **Canteen staff specifications for operation:** Canteen Manpower wages will be borne by the service provider and will be built into the service provider's cost. However, buyer can choose if they want to recommend any staff personnel. In case the buyer would want to specify the number and type of canteen staff required, along with other specifications, buyer may do so by uploading these requirements at the bid stage.
- **Buyer can also who will be bearing the following expenses for operations** between the buyer and the service provider;
  - Provision of Electricity Charges,
  - Cooking Gas Charges,
  - Water Charges,
  - Basic Furniture (Basic Furniture includes tables, chairs and other basic level sitting arrangement for the users.),
  - Cooking Equipment (Cooking Equipment usually refers to the larger items in the kitchen that handle the bulk of the preparation and cooking processes. It includes gas stove, microwave, pressure cooker, containers, frying pan, apron, baking tray, bowls, strainer, spatula, knives, etc.),
  - Essential Crockery (Essential Crockery refers to the basic serving utensils, which includes fork, spoon, all kinds of plates – quarter, half and full, bowls, cups, glasses, etc.,)
  - Uniform for canteen staff.
- **Specifications of Food Consumables:** Buyer has an option to leave it to the service provider to choose the specifications (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc.) or mention the specifications itself. In case buyer would want the service provider to meet the buyer's specification, buyer shall upload the same at the bid stage.
- **Working Days and Time:** The buyer can also choose operation days and timings.
- **Add on:** Apart from the above-mentioned fields, the buyer may choose additional features like
  - Smart vending machines
  - Display shelf

The buyer can mention the number of smart vending machines or display shelf required and can also upload their specifications in upload section at the bid stage.

While the above fields provide the standard requirements in the selected operational model, buyers have the option to select add-ons to standard requirements for additional requirements of smart vending machines and display shelves.

Buyer will provide the details for contract start date, end date, location of service area, Total No of Employees/ Individuals/ Footfall to be served per day as primary fields. Service Providers will quote price as per the operating model requirements.

### 4.1 Service details and standards

1. 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.
2. 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.
3. All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider.
4. 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.
5. The quality of raw materials for the preparation of meals / snacks and other items shall be of best quality and as approved by the SPOC. The quality of the ingredients to be

used for preparation of meals/ snacks shall be strictly in accordance with the list provided.

6. Service provider shall purchase and keep the raw materials stocks of minimum 10 days required for the preparation of various items, including the controlled items of good quality at his own cost.
7. 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, vegan, etc.)
8. 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.
9. Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
10. 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.
11. 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.
12. 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.
13. The deployed canteen staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient and prompt service.
14. The deployed canteen 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.
15. It is found that the quality of items supplied by the service provider and/or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the buyer will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice. However, Canteen operation shall be continued by buyer through other available sources at the service provider's cost, risk and liability.
16. The work shall be done in a neat workman like manner. The site must be cleared by the service provider including removal of waste and leftovers, etc. from time to time as these accumulate during the work. On completion the whole site must be left in a clean and tidy condition to the satisfaction of the SPOC.

## 4.2 Defined Timelines

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

## 4.3 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 Canteen 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 Service Provider shall be borne by the Service Provider.

## 5 Service Provider's Obligation

Service Provider's obligations will include the following-

1. During the period of agreement, the Service Provider shall be fully responsible for entire Canteen arrangement at the Buyer Department.
2. The Service Provider, however, shall be required to adjust/change the serving timings as and when required depending upon the requirements of the Buyer Department.
3. The Service Provider shall devote his full attention to the work of Canteen and shall discharge its obligations under the agreement most diligently and honest. A senior level representative of the Service Provider shall visit Buyer premises at least once-a-day and review the service performance of its personnel. During the weekly visit, Service Provider's representative will also meet the Buyer's officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Buyer Department.
4. The service provider shall maintain proper records as may be required under all Acts/ laws applicable to service provider's working and canteen workers at buyer's location which would be subject to check, from time to time, by the SPOC.
5. The Service provider shall prepare and serve fresh and wholesome meals/snacks/beverages to buyer and such other persons as approved by the buyer in the Canteen as required from time to time continuous canteen services at specified locations as may be decided by the SPOC.
6. The Service provider shall be bound at his own cost to repair any damage caused to the roads by the movements of his men, materials and equipment or any other purpose required by the service provider for enabling jobs.
7. Service provider shall have to run the canteen as per terms and conditions of contract specified hereunder as well as the General Conditions of Contract entirely at service provider's own cost including the entire cost of labor, materials, automobile van etc. except where otherwise provided in the agreement in an expressed manner.
8. The Service provider shall be responsible for proper upkeep and maintenance of the canteen premises, furniture and fixtures, cooking and serving utensils and cutlery. When material supplied by the buyer becomes unserviceable, if the same are replaced by the buyer, would only be replaced against the return of the unserviceable materials by the service provider; otherwise the cost of such materials shall be borne by the service provider.
9. The service provider shall keep a proper inventory of the items placed at his disposal by the buyer and the same shall be verified by the representatives of the buyer along with service provider's personnel at the beginning and end of the Contract period.
10. The Service provider shall not use or allow to be used the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter and around the canteen building without valid authority.
11. The Service Provider shall deploy adequate Canteen staff, trained and well experienced to ensure timely, efficient and prompt service. The Service Provider shall provide trained manpower services both in the dining hall and Administrative building (classrooms, conference rooms, VIP Lounge and Auditorium etc.). However, enough manpower shall be deployed depending upon the number of programs/events in progress on a day to day basis. The Service Provider may use the pantry rooms available in the Administrative building for the purpose.
12. The Canteen shall remain open on all working days. Also, on the weekends/ holidays, as and when required by the Buyer Department, Canteen service should be offered.
13. The Service Provider should follow the instruction of Canteen committee of the Buyer Department for the Canteen arrangement, Raw materials being used, Quality and quantity of the eatable and drinks served, Condition of fittings and fixtures, Sanitary arrangement and cleanliness, Hygiene of the canteen staff /worker, etc.
14. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labor [R&A] Act, Workmen Compensation Act, Food Safety and Standards Act, 2006, etc. as applicable from time to time.
15. Service Provider shall ensure the timely delivery with the agreed standards and quantity of required services to the Buyer.
16. The Service Provider shall provide canteen services in the dining area and/ or administrative building premises and/ or any other premise designated by the Buyer as per the service request and for the number of people mentioned by the Buyer.

17. The Service Provider shall be well equipped to undertake Hygiene audit and reports shall be submitted to the Buyer bi-annually.
18. 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.
19. 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.
20. 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.
21. Taking protective measures to protect the property and persons and prevent accidents shall be the Service Provider's responsibility during the contract period.
22. 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.
23. The Service Provider shall arrange for any special type of equipment and machines if required for canteen service at his own cost.
24. The Service Provider shall maintain its gadgets and equipment etc. in good working conditions with all safety measures at its own cost and expenses.
25. The Service Provider shall be responsible for maintaining hygiene and safety of cooking/ serving area and the canteen staff deployed at the premise where food is being prepared/ served.
26. Service provider shall abide by the Govt. laws relating to stocking of food grains, sale of food, etc. and shall obtain the necessary licenses from the competent authority, wherever applicable. The buyer at its discretion through its authorized representative may check the stock position of all the items to see that the above is being compiled by the service provider

## 6 Buyer's Obligations

Buyer's obligations will include the following-

1. Buyer shall form a Canteen Committee or appoint a Single Point of Contact (SPOC) to take all decisions related to canteen 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 Canteen Committee/ SPOC and/ or service provider's staff.
3. The Buyer will have the option to provide running/ stored water for cooking/ cleaning purposes and electricity for the appliances at their discretion against charges or no extra cost to the Service Provider.
4. The Buyer canteen committee/ SPOC shall provide all necessary approvals related to service delivery on time to get the services delivered within the timelines.
5. Buyer shall undertake independent hygiene and quality audits as and when deemed necessary.
6. **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."

## 7 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 service provider/buyer.

### 7.1 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 timeline. The buyer will also record the services non-delivery or non-performance issues, and subsequent penalties Failure to act 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 prescribe timelines of such rejection with the designated representative of the Buyer.

### 7.2 Service Performance and Feedback

1. Feedback from the Canteen 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. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
2. The Single Point 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.
3. 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 service provider.

## 8 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-

# Nature of Default	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1 Deficiency in quality of food items prepared.	5000/-	15000/-	Termination of Contract
2 Deficiency in cleanliness and maintenance of hygiene in Kitchen area	5000/-	15000/-	Termination of Contract
3 Deficiency in cleanliness and maintenance of dining area	5000/-	15000/-	Termination of Contract
4 Deficiency in cleanliness and maintenance of outside area including disposal of waste material	5000/-	15000/-	25000/- or Termination of Contract

5 Misconduct of persons engaged by the licensee for the Canteen	5000/-	15000/-	25000/- or Termination of Contract
6 Non-Adherence to approved rates/menu	5000/-	15000/-	25000/- or Termination of Contract

## 9 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-

### 9.1 Payment Condition

1. 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).
2. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
3. No advance payment shall be made to the Service Provider.
4. The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

### 9.2 Payment Cycle

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

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only within 15 days, in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

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

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance such as Force Majeure, which has been more specifically stipulated in the GeM General Terms and Conditions, 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.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
3. *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.

## 11 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; or if the buyer fails to make payments to the service provider as per the payment process mentioned in the STC.
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.

### অতিরিক্ত আবশ্যিক ডেটা/দস্তাবেজ: খরীদার | Additional Required Data/Document(s) : Buyer

1. **Annual Turnover and Profit Requirement :** As per ATC/Tender Document
2. **Number (up to 100%) of service provided in the past year to government agencies with minimum footfall. :** As per ATC/Tender Document
3. **Number (Up To 100%) Of contracts executed with business revenue of not less than xxx in A Single Contract To A Government Agency In The Past Three Years :** As per ATC/Tender Document
4. **Minimum Years (Up To 5 Years) Of Experience in Related Field :** As per ATC/Tender Document
5. **Geographic Presence In States :** West Bengal
6. **If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA. :** As per ATC/Tender Document
7. **Scope of Work :** [click here](#)
8. **Specifications of Food Consumables (Brand, specific mandi, supplier store, Vegetables, Cooking Essentials, Packaged foods, food ingredients, etc) :** [click here](#)
9. **Menu Items :** [click here](#)

### অতিরিক্ত ডেটা/দস্তাবেজ : বিক্রেতা | Additional Data/Document(s) : Seller

1. **Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements :** [click here](#)
2. **Office Registration Certificate For Geographical Presence :** [click here](#)

3. Work Orders As Proof For Similar Experience In The Past Years : [click here](#)
4. Work Order/ Contract For Similar Experience As Proof Of Canteen Service In The Past Year : [click here](#)
5. Work Order/ Contract For Similar Experience As Proof Of Canteen Service In Past 3 Years : [click here](#)
6. Certificate (Requested in ATC) : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

#### 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

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

###### 2.2 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file.](#)

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

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