



BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT

FOR

**PROVIDING CATERING SERVICES FOR
INDIRA CANTEENS IN ALL ASSEMBLY
CONSTITUENCIES IN BBMP LIMITS,
BENGALURU**

(Through e-procurement Portal Only)

<https://www.eproc.karnataka.gov.in>

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer (RI-TEC),
B.B.M.P. Head office, NR Square,
Bengaluru – 560 002,

No.BBMP/EE/TEC/TEND/08/ 17-18

Date: 17.06.2017

TENDERS FOR THE WORK OF

**PROVIDING CATERING SERVICES FOR INDIRA CANTEENS IN ALL
ASSEMBLY CONSTITUENCIES IN BBMP LIMITS, BENGALURU**

TENDER SCHEDULE

Sl. No.	Activity	Date	Time
1	Commencement of downloading Tender document through e-procurement portal or BBMP website	17.06.2017	5.00 p.m.
2	Last date for downloading documents	01.07.2017	1.00 p.m.
3	Last date and time for seeking clarification	01.07.2017	5.00 p.m.
4	Pre-bid meeting of Tenderers	03.07.2017	3.00 p.m.
5	Last date and time for uploading Tender documents to e-procurement portal	10.07.2017	4.00 p.m.
6	Opening of Technical bids	11.07.2017	11.00 a.m.
7	Announcement of Technically qualified Tenderers	13.07.2017	4.00 p.m.
8	Opening of price bid	15.07.2017	11.30 a.m.
9	Announcement of the lowest Tenderer	15.07.2017	5.00 p.m.
10	Furnishing of performance security by the selected Tenderer	18.07.2017	5.00 p.m.
11	Signing of the contract	19.07.2017	4.00 p.m.

Note: In case the said date/s, happen to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place & as a consequence if there is any change/s in the date/s of the subsequent activities, the same will be informed through BBMP website or suitable media.

SECTION - I

INVITATION FOR TENDERS (IFT)

No.BBMP/EE/TEC/TEND/08/17-18

Date: 17.06.2017

Background to the Invitation

The Hon'ble Chief Minister of Karnataka in the 2017-18 budget speech announced on 15.03.2017 a novel programme to supply breakfast, lunch and dinner to the common man at affordable price. One canteen in each of 198 wards of Bruhat Bengaluru Mahanagara Palike will be opened, wherein breakfast at Rs.5 and lunch & dinner at Rs.10/- will be provided. The said canteens have been named as Indira canteen and in order to implement this program. It has been decided to open one centralized kitchen for every assembly constituency which will cater to wards in the constituency. BBMP is constructing necessary kitchens and canteens within its jurisdiction to cater to this project. All the kitchens and canteens will be fully equipped appropriately for preparation and catering. The Hon'ble Chief Minister has declared that the Indira Canteens will commence functioning from 15th August 2017.

Executive Engineer (RI-TEC), Head office, BBMP on behalf of Commissioner, BBMP invites tenders from established and reputed Contractors having sufficient experience of running Hotels or canteen facilities for Corporate offices/Govt. offices/PSUs/Autonomous bodies for rendering catering services at Indira Canteens in all Assembly Constituencies of Bengaluru.

Tenderers are advised to note the criteria specified in Annexure-2 to qualify for participation in the Tender.

Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>.

The tenderers have to deposit the Earnest money deposit to the account of e-governance / e-portal.

Earnest Money Deposit will have to be paid online through any one of the following modes:

- a. Direct Debit
- b. Credit card
- c. National Electronic Fund Transfer (NEFT)
- d. Over the Counter (OTC)

The bids have to be uploaded in "Two Cover System" viz., Technical bid and Financial bid as per Karnataka Transparency in Public Procurement Act, 1999 and Rules, 2000 through e-procurement portal Government of Karnataka (www.eproc.karnataka.gov.in). Technical bid will be opened first and if qualified in the Technical bid, the financial bid of the tenderer will be opened.

For any other information with regard to tender, the intending tenderers, may contact the Executive Engineer (RI-TEC), BBMP Head Office, N.R. Square, Bengaluru-560002 on all working days during office hours (10.30 am to 05:30 pm).

List of documents to support qualification of bidder is to be uploaded to the e procurement website www.eproc.karnataka.gov.in.

BBMP reserves the right to accept / cancel /annul the entire or part of this process of invitation at any time without assigning any reasons.

SECTION II: DEFINITIONS, SCOPE & ELIGIBILITY CRITERIA

In this Contract, the following terms shall be interpreted as indicated:

"The Contract" means the agreement entered into between the Procurer (BBMP) and the Service Provider, including all the attachments and appendices thereto, tender document and minutes of the pre-bid and other meetings;

"Service Provider" means the successful tenderer with whom the contract is entered into provide catering services.

"The Contract Price" means the price payable to the Service Provider under the Contract for the fulfilment of the contractual obligations by the Service Provider;

"Services" means Preparing food items& catering other obligations of the tenderer covered under the Contract.

"GCC" means the **General Conditions of Contract** contained in this document

"SCC" means the **Special Conditions of Contract** contained in this document

"The Procurer" means BBMP receiving the services/goods

"The tenderer" means the individual or firm who intends to participate in the tender for providing cooking food items, catering & other services as mentioned in the tender document

"The Government" means the State Government of Karnataka.

"Day" means calendar day.

"Breakfast" means the first meal of the day served during morning.

"Lunch" means meal served in the middle of the day.

"Dinner" means meal served in the evening or night.

"BBMP" means Bruhat Bengaluru Mahanagara Palike

"Commissioner" means the Commissioner of BBMP

(definitions for some more words have to be included)

SCOPE OF CONTRACT

BBMP is in the process of establishing 27 kitchens and 198 canteens in all Assembly Constituencies of Bengaluru for preparation of food items for breakfast, Lunch and dinner and catering to the common people at concessional prices. Accordingly, one Kitchen and 4 to 9 canteens in each Assembly Constituency will be opened soon. Construction of the kitchen and canteens have been assigned to a contractor and the work is expected to be completed in another 45 days' time.

This tender is for inviting bids for arranging food ingredients and preparation of food items at the centralized kitchen, transporting the items to canteens and catering the items at concessional rates fixed by BBMP at the canteens etc. in all Assembly Constituencies

Eligible Tenderers:

Out of 27 assembly constituencies, the work of cooking and catering service in 5 assembly constituencies is reserved for caterers from women self-help groups and remaining 22 are for general category (Annexure-1). In case, no tenders are received from the reserved category other tenders so received do not meet the minimum eligible criteria prescribed, the procurer is at liberty to allot the work in these assembly constituencies to the tenderers who have applied in general category. The assembly constituencies reserved for women self-help groups will be decided and declared by the Commissioner, BBMP after receipt of the tenders.

Each tenderer can bid for all constituencies, but will be allotted a maximum of five assembly constituencies.

Bidders should have at least 3 years of experience in running a hotel/ restaurant/ canteen / catering service for a minimum 2,000 persons per day.

Bidders should have financial ability to invest about Rs.1.50 crores for procurement of food ingredients and other materials required, paying salaries and wages to staff and to meet overheads etc at least for two months.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka or any other state in India. The bidders shall furnish a letter to this effect along with the Technical bid.

SECTION III: INSTRUCTION TO TENDERERS (ITT)

1.1 The Tenderers are expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required in the tender documents or submission of a tender which is not substantially responsive will be at the Tenderer's risk and may result in rejection of its tender.

2 Clarification of Tender Documents:

2.1 The intending Tenderers may seek any clarification required on the Tender document through e-mail id bbmpeetec@gmail.com or in writing not later than the last date for submission of the bid in e-procurement portal. The Procurer will respond to the clarifications. The intending bidders may also seek clarifications on the Tender document during the pre-bid meeting.

3. Amendment of Tender Documents:

3.1 At any time prior to the deadline for submission of tenders, the Procurer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal.

3.2 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procurer, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders:

4. Language of Tender:

4.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procurer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided except in Kannada, they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

5. Documents Constituting the Tender:

5.1 The tender prepared by the Tenderer shall comprise the following components

A. A Tender Form consisting of Technical and a Price bid completed in all respects;

B. Documentary evidence establishing as per the relevant clauses of the document that the Tenderer is eligible to apply for the tender and is qualified to perform the contract if its tender is accepted;

C. Earnest money deposit furnished as prescribed in the tender document.

6. **Tender Form:**

6.1 The Tenderer shall complete the Tender Form consisting of Technical and the Price Schedules, indicating the services to be provided, a brief description of the goods and services and prices.

7. **Tender Prices:**

7.1 The Tenderer shall indicate on the Price Schedule, the unit prices and total tender value for the Services.

7.2 Prices indicated on the Price Schedule shall be entered separately in the format provided.

8. **Tender Currency:**

8.1 Prices shall be quoted in Indian Rupees:

9. **Documents Establishing Tenderer's Eligibility and Qualifications:**

9.1 The Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

9.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Procurer's satisfaction that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Annexure-2. To this end, all tenders submitted shall include the following information:

1. The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
2. Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Annexure-9)

10. **Documents Establishing Goods & Services Eligibility and Conformity to Tender Documents:**

10.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

11. Earnest Money Deposit:

11.1 The Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-VI – Schedule of Requirements.

11.2 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract on furnishing the performance security. In case of unsuccessful tenderers earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed.

11.3 The EMD shall be forfeited:

- a. if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer in the Tender Form; or (ii) does not accept the correction of errors; or
- b. in case of a successful Tenderer, if the Tenderer fails:
 - I. to sign the Contract with in the period stipulated in the Letter of Acceptance; or
 - II. to furnish performance security within the time limit prescribed.

12. Period of Validity of Tenders:

12.1 Tenders shall remain valid for 60 days from the date of opening the price bid. If the Tender validity offered by the Tenderer is for a shorter period than 60 days prescribed, shall be rejected by the Procurer as non-responsive.

12.2 In exceptional circumstances, the Procurer may solicit the Tenderer's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. In such case, the earnest money deposit provided by the Tenderer shall also be suitably extended. A Tenderer may refuse the request of the Procurer for extension of validity of the tender in which case the earnest money deposit furnished by the Tenderer will not be forfeited. Where a Tenderer agrees to the request of the Procurer, will not be permitted to modify the tender already submitted.

13. Format and Signing of Tender:

13.1 **Technical Bid and Financial Bid** of the tender shall be signed by the authorised signatory.

14. Submission of Tenders:

Completed tenders in all respects shall be uploaded by the Tenderers to the e-procurement portal on or before 4 p.m. on 10.07.2017. Intending Tenderers are advised to upload the Tenders well in advance to avoid any uploading problems that may be encountered at the last moments. The Procurer cannot be held responsible for any failure on the part of the Tenderer to upload the tender within the time due to technical glitches / snags.

15. Extension of Submission of Tenders:

- 15.1 The Procurer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents, in which case all rights and obligations of the Procurer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Opening of Technical Bid of Tenders by the Procurer

- 16.1 The tender will be opened at the appointed date & time on e-Procurement Portal in the presence of the Tenderers' representatives at the office of the Executive Engineer (RI-TEC), Head Office, BBMP, Bengaluru.
- 16.2 Tenderers' representatives who are present at the time of opening the Tender shall sign the register evidencing their attendance. The tender shall be opened on the e-platform at the appointed date and time even when no tenderers' representatives are present.
- 16.3 Names, prices, total amount and the other details quoted by all Tenderers will be announced as the Procurer may consider appropriate.

17. Clarification of Tenders

- 17.1 During evaluation of tenders, the Procurer may, at its discretion, may seek clarifications from the Tenderer on its tender.

18. Preliminary Examination

- 18.1 The Procurer will examine the tenders to determine whether they are complete in all respects.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the Tenderer does not accept the correction of errors, its tender will be rejected and EMD will be forfeited.

- 18.2 The Procurer may waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any other Tenderers.
- 18.3 Prior to the detailed evaluation, the Procurer will determine the substantial responsiveness of each tender in attaching the required documents to the Tender. If a tender is not substantially responsive, it will be rejected.

19. Tender Evaluation:

19.1 Tenders received on e-procurement portal i.e. both Technical and Price bids will be evaluated by the 'Tender Committee' with reference to the conditions laid down in the tender document.

20. Contacting the Procurer:

20.1 No Tenderer may contact the Procurer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Procurer, it should do so in writing.

20.2 Any effort by a Tenderer to influence the Procurer in its decisions on tender evaluation, tender comparison or contract award will result in rejection of the Tenderer's tender.

21. Award of Contract:

21.1 The Procurer will award the Contract to the successful bidder whose tender has been determined to be substantially responsive and considered as the lowest evaluated tender, provided further that the Tenderer is qualified to perform the Contract satisfactorily.

22. Procurer's right to vary Quantities at the Time of Award:

22.1 The Procurer reserves the right to increase or decrease the quantity of servings per canteen originally specified in the Schedule of requirements without any change in unit price/s or other terms and conditions.

23. Procurer's Right to Accept Any Tender and to Reject Any or All Tenders:

23.1 The Procurer reserves the right to accept or reject any tender without assigning any reasons and to annul the tendering process and reject all tenders at any time prior to contract award without any liability to the Tenderers.

24. Notification of Award:

24.1 The Procurer will notify the name of the successful tenderer on e-procurement portal or BBMP website.

25. Signing of Contract:

25.1 Immediately after the Procurer notifies the name/s of the successful tenderer/s, the successful tenderer/s shall enter into contract with the Procurer by furnishing the security deposit as prescribed in the tender document.

25.2 In case the successful Tenderer fails to furnish the performance security within the time stipulated time, the failure shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which

event the Procurer may award the work to the next lowest evaluated Tenderer or call for new tenders.

26. Corrupt or Fraudulent Practices:

26.1 The Government requires that Tenderers/ Service Providers observe the highest standard of ethics during the tendering period and execution of the contracts. In pursuance of this policy, BBMP:

- a) defines, for the purposes of this provision, the terms set forth as follows:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- b) will reject a proposal for award if it is noticed that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government/BBMP financed contract if it at any time finds that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/BBMP-financed contract.

SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application:

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards and Safety:

1.1 The Goods supplied under this Contract shall conform to the food safety and standards.

2.1 The term food safety and standard means the terms and meanings defined in Food Safety and Standards Act 2006 for all academic and legal purposes.

3. Performance Security:

3.1 The Service Provider shall furnish Performance Security to the Procurer for an amount equal to 5% of the Contract Value and the Security so given shall be valid up to 60 days and released after completion of performance obligations including Warranty obligations.

3.2 In the event of the Service Provider's failure to complete its obligations under the Contract, the Procurer is at liberty to adjust the Security deposit as compensation towards for losses incurred by the Procurer.

3.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the format provided in the tender document or any other format acceptable to the Procurer.

4. Inspections and Tests:

4.1 The Procurer or its representative shall have the right to inspect and/or to test the Goods to be in conformity to the Contract specifications.

4.2 The inspections and tests may be conducted on the premises of the Service Provider, at the point of delivery and/or at the final destination of the Goods. If tests are conducted on the premises of the Service Provider, all reasonable assistance during such inspections including access to the materials procured / stored and food preparations shall be provided to the inspectors at no charge to the Procurer.

4.3 Should any raw materials / food preparations inspected or tested fail to conform to the specifications, the Procurer may reject these raw materials and the Service Provider shall either replace the rejected Goods / preparations or make alternate items meeting the specification requirements free of cost to the Procurer.

4.4 Nothing in GCC Clause 7 shall in anyway release the Service Provider from any warranty or other obligations under this Contract.

6. Claiming of bills and payment:

- 6.1 The Service Provider shall claim the bills once in a month on or before 5th of the subsequent month duly providing the details / data on the number of persons catered for breakfast, lunch and dinner with a proof of such catering.
- 6.2 Procurer shall make payments to the Service Provider promptly but in no case later than fifteen (15) days from the date of submission of the invoice by the Service Provider in complete manner. All payments shall be made through RTGS/NEFT.
- 6.3 Income Tax at source (TDS) will be deducted at the applicable percentage from the bills of the Service Provider.

7. Prices:

- 6.1 Prices shall include all costs of food ingredients, preparation of food items, transportation, serving to the beneficiaries, manpower costs for catering, cleaning, supervisory, administrative and other staff. In other words, prices quoted for the menu should include all costs for the assignment excluding taxes.
- 6.2 Basic price quoted in Price Schedule by the Tenderer shall be firm during the Contract period and not subject to variation on any account. The Tenderer shall quote the prices taking to account the price to be collected from the beneficiaries and excluding taxes. Tenders submitted with price variation will be treated as non-responsive and rejected.

7. Change Orders:

- 7.1 The Procurer may at any time, by written order given to the Service Provider make changes within the scope of the Contract in anyone or more of the following:
 - (a) the menu preparations
 - (b) the number of plates to be dispensed per day in each canteen;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided.
- 7.2 If any such change causes an increase or decrease in the cost, the item rates will be mutually discussed and decided.

8 Contract Amendments:

- 8.1 Any modification of the terms of the Contract shall be made by written amendment signed by both the parties.

9. Assignment:

9.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract to others, except with the Procurer 's prior written consent.

10 Sub contracts:

10.1 The Service Provider shall not sub-let the service to any other person/organization.

11 Delivery of Services by the Service Provider:

11.1 The Service Provider shall deliver the intended services in accordance with the time schedule specified by the Procurer in the Schedule of requirements.

11.2 If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty.

12 Liquidated Damages:

12.1 If the Service Providers' overall performance is found to be deficient / unsatisfactory, the Procurer shall, without prejudice to other remedies under the Contract, may impose liquidated damages equivalent to 2% of the delivered price for each week of delay or part thereof until actual delivery. The maximum deduction towards liquidated damages would be 10% of the Contract Price. Once the maximum is reached, the Procurer may consider termination of the Contract.

13 Termination for Default:

13.1 The Procurer may, without prejudice to any other remedy for breach of contract, may serve a written notice of default to the Service Provider for termination of the Contract in whole or part:

- (a) if the Service Provider fails to deliver any or all of the Goods/services within the period specified in the Contract, or within the extended period if any granted by the Procurer or
- (b) if the Service Provider fails to perform other obligation(s) under the Contract.
- (c) If the Service Provider, in the judgment of the Procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or during the execution of the contract.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 13.2 In the event the Procurer terminates the Contract in whole or in part, the Procurer, upon such terms and in such manner as it deems appropriate, may procure Goods or Services similar to those undelivered and the Service Provider shall be liable to the Procurer for any excess costs for such similar Goods or Services.

14 Force Majeure:

- 14.1 The Service Provider shall not be liable for liquidated damages or termination for default or forfeiture of the performance security, if and to the extent that, its delaying performance or failure to perform its other obligations under the Contract is the result of an event of Force Majeure.

- 14.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Service Provider and there is no fault or negligence on the part of the Service Provider and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15 Termination for Insolvency:

- 15.1 The Procurer may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procurer.

16 Settlement of Disputes:

- 16.1 The Procurer and the Service Provider shall make every effort to resolve any dispute or disagreement arising between the parties to the agreement amicably by engaging each other in direct negotiations in connection with the Contract.

16.2 If, after thirty (30) days, the parties have failed to resolve their dispute or differences through mutual consultations, then either the Procurer or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.

16.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Commissioner, BBMP as Arbitrator. Arbitration may be commenced prior to or after delivery of the services under the Contract.

16.4 Arbitration proceedings shall be conducted in accordance with the rules and procedure as per Arbitration Act.

16.5 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Procurer shall pay the Service Provider any monies due to the Service Provider.

17. **Governing Language:**

17.1 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

18. **Applicable Law:**

18.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

19. **Notices:**

19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail or fax and confirmed in writing to the other Party's address.

19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20. **Taxes and Duties**

20.1 Service Providers shall be entirely responsible for payment of all taxes, duties, license fees, permits, etc., incurred until delivery of the contracted Goods / services to the Procurer.

SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidder must provide the documents as mentioned in **Annexure-2**. All the documents along with the tender duly signed by the Authorized Signatory shall be scanned and uploaded to the e-procurement portal.
2. The tenderer shall quote the price for the menu in the format provided in **Annexure-3**.
3. The Successful tenderer will have to start the work from the date of issue of letter of acceptance/work order by the Executive Engineer (RI-TEC), Head Office, BBMP, Bengaluru. The Contract period will be for 12 months from the date of commencement of the work. On completion of 12 months if the performance of the contract is found satisfactory to the Procurer, the period of contract may be extended for of one more year with mutual consent under the same terms & conditions and prices. However, the Procurer reserves the right to terminate the contract at short notice of one month or without notice.
4. The Procurer will provide a fully equipped kitchen required for preparing the food items and fully furnished canteen to the Service Provider. The Service Provider will take over all the items of equipment (both fixed and moveable) made available in the kitchen by the Procurer and acknowledge the items taken over from the Procurer. The Service Provider shall be responsible for their safe custody and maintenance of all the equipments. On completion of the contract period or termination of the contract, the Service Provider shall return all the equipments taken over at the time of commencement of the contract to the Procurer and obtain an acknowledgement. Any loss or damage to the items will be made good by the Service Provider based on their market value.
5. The Service Provider will pay for the electricity, water and cooking gas consumed for running the Kitchens and Canteens.
6. The Service Provider shall replace or arrange for payment of the costs of furniture, fixture, kitchen equipment, catering materials, etc., in case of theft, loss and / or damage at the prevailing market price except for wear and tear due to usage.
7. The Service Provider should not prepare and supply or cater anything from the Procurer's premises to anyone other than the Procurer and shall not prepare or cook any other item in the Procurer's kitchen other than those required to the Procurer.
8. Catering Services and Penalty for deficiencies:
 - (a) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Procurer.
 - (b) The Officer in charge or any official deputed by the Procurer will have the liberty to inspect the kitchen and canteens daily or periodically to ensure preparation and serving of quality of food as envisaged under this contract, and

maintenance of hygiene and cleanliness in all the area of operations to the satisfaction of the inspecting staff or in charge.

- (c) If the inspecting officer finds any deviation / deficiency in the expected performance of the Service Provider, may impose monetary penalty/penalties to an extent notified hereunder:

Sl. No.	Deviation / deficiency	Penalty
1.	Service Provider failing to provide a breakfast/meal or food	Double the cost incurred by providing the breakfast/lunch/dinner by making alternate arrangements or Rs.5000/- per day whichever is more.
2.	Delay in serving items at the appointed time mentioned in Schedule-I beyond 30 minutes	Rs.1,000 in each case of delay in serving i.e. breakfast/ lunch / dinner
3.	Improper catering – substitution or deletion of menu items prescribed and also serving lesser quantity/lower quality of any item of any meal.	Rs.5000/- per day / occasion
4.	In case it is found that the persons employed by the Service Provider, indulges in indiscipline & misbehaviour	Rs.500/- in each case
5.	Employee of the Service Provider without proper uniform or ID card.	Rs.50 per day of default per person.
6.	If it is found that there is a shortage of food for any meal	Rs.5,000 per day per item
7.	If the menu is not adhered to as prescribed	Rs.500/- per day
8.	For not maintaining hygiene and cleanliness	Rs.500 in each case for 5 instances and thereafter 10% deduction.

10. The Service Provider shall not employ any person/s who are less than 18 years of age. Employing child labour is strictly forbidden and any violation would attract penal provisions of the law.
11. Service Provider shall employ workers with good health and free from any communicable diseases such as skin/TB etc. The staff shall undergo health checkups at least once in six months at the cost of the Service Provider. It is the responsibility of the Service Provider to follow all statutory regulations prescribed for labour employment and with regard to preparation of food. Any disregard to these aspects will attract action under statutory laws besides penalty as decided by the Procurer on the merit of the case.

12. Uniforms and badges shall be provided to the staff by the Service Provider. The cost thereof would be met by the Service Provider. Each staff shall wear identity badge with photo and particulars while on duty.
13. The Service provider shall ensure that Canteen employees behave courteously with customers. The staff deployed in Kitchen and Canteens should dress neatly and maintain personal hygiene and cleanliness. The employees should wear clean uniform including caps and gloves while cooking and serving.
14. Service Provider should prepare the dishes at the kitchen provided by the Procurer and serve in the canteens. The Service Provider shall not procure any food items prepared outside the kitchen specified.
15. For breakfast, lunch and dinner, dishes as per menu card, as in **Annexure-4** will be prepared and served by the Service Provider. The Service Provider should provide variety of dishes by changing the vegetables, spices, frequently.
16. There should be strict quality control in preparing the food items. Prohibited items like baking soda, chemical colours, adulterated oil or used up oil should not be used for cooking.
17. The food supplied should be fresh, wholesome delicious and qualitatively good and should be in conformity in taste with popular hotels. The Procurer has the right to check the quality of all ingredients used. For any breach of these conditions, the Service Provider is liable for penalty as prescribed.
18. The Service Provider shall abide by all the provisions of Food Safety and Food Standards Act 2006 and rules 2011 in terms of food safety and standards.
19. The Procurer is absolved of all responsibilities arising out of any eventualities such as food poisoning etc., due to consumption of food at the Canteen. Preparing and serving safe and healthy food is the sole responsibility of the Service Provider.
20. The Procurer is also observed of all responsibilities for any accidents due to fire or otherwise and with regard to the safety and life of the persons employed by the Service Provider.
21. The samples of cooked food and oil used for cooking and other materials will be tested in the approved laboratory such as CFTRI or FSL or DFRL or any other reputed Institute, once in a month or whenever needed at the discretion of the Procurer.
22. The Service Provider should maintain attendance of the employees as per the requirement under Shops & Establishment Act and make wage payment to the employees engaged for the work promptly every month. The Service Provider shall pay the wages to the employees at the rate not less than the minimum wages as prescribed under the Karnataka Minimum Wages Act and the wages shall be credited directly to the employees' Bank account concerned and also remit EPF, ESI to the authorities concerned within the due date. The Procurer reserves the right to inspect the records / documents maintained by the Service Provider in compliance to the provisions under these statutes.
23. If any information/facts submitted by the Service Provider is found misleading/incorrect/false etc., the Procurer reserves the right to disapprove/cancel the contract

without any notice and compensation for any loss / damage if any suffered by the Service Provider due to such cancellation.

24. The Service Provider shall be responsible for the discipline of their staffs. If at any time, it is found that any staff/s are indulging in any act of misbehaviour or misconduct etc. with the Beneficiaries, other staff or with any others, the Procurer or his representative shall have the right to insist the Service Provider to replace the person/s concerned.
25. It is the responsibility of the Service Provider to get their staff medically checked up thoroughly at their/its own cost and submit the results thereof to Executive Engineer twice a year.
26. The Service Provider shall arrange transportation of the food items prepared in the centralized kitchen to various canteens assigned for distribution at the cost and risk of the Service Provider. The Service Provider is not eligible for any extra payment for the stated transportation.
27. The Service Provider shall always carry sufficient inventory of raw materials including vegetables to ensure uninterrupted supply of food preparations to the canteens.
28. It will be sole responsibility of the Service Provider to provide security services 24x7 for both kitchens and canteens.

SECTION VI: SCHEDULE OF REQUIREMENTS (SR)

The service Provider shall serve the Beneficiaries during the following timings:

- | | |
|--------------|----------------------|
| a) Breakfast | 07.30 am to 10.00 am |
| b) Lunch | 12.30 pm to 03.00 pm |
| c) Dinner | 07.30 pm to 09.00 pm |

Note: All timings and menu served are subject to change depending on circumstances at the discretion of the Procurer.

1. The Service Provider shall cater food for a minimum of 300 persons per canteen per day for each session of breakfast, lunch & dinner. The Procurer may opt to increase/ decrease the number of persons to be served with due notice. The Service Provider must be able to make suitable arrangements in ensuring availability of food to the increased number of people by deploying adequate manpower to serve the participants.
2. Service Provider shall use good quality raw materials and other cooking ingredients of standard brands for preparing the food. All raw materials and cooking ingredients items, vegetables, Milk products, etc, should always be fresh. Similarly cooking oils of reputed brands, safe for health should only be used. Stale and life expired items shall not be used under any circumstances. The Service Provider is responsible for serving healthy and Hygienic food. The Procurer is at liberty to inspect the quality of the materials being used by the Service Provider and take appropriate action if it is found that substandard materials are used for preparing food items.
3. The Procurer will periodically prescribe the weekly menu of the food. The Service Provider shall strictly follow and prepare & serve food as per the weekly list menu items prescribed. In case, the Service Provider is not able to adhere to the weekly menu list prescribed due to some difficulties during a particular period, the menu could be changed with prior written approval of the Procurer.
4. The Service Provider will make necessary arrangement for sufficient number of employees to ensure faster service of food during meal time.
5. The Service Provider shall obtain a license for catering from the Procurer within one month of the signing the contract.
6. **HYGIENE & CLEANLINESS:**
 - 1) Service Provider shall ensure a high standard of hygiene and cleanliness at all times.
 - 2) Service Provider shall cause to clean the Floor of dining areas which shall be mopped/ cleaned at regular intervals every day. Not less than three times in a day.
 - 3) The Service Provider shall arrange for cleaning the Dining table area from time to time and also shall arrange for cleaning of the Dining Hall, hand-wash area, the kitchen area, toilets and washing area at least three times daily and immediately after completion of serving the food or as and when required.

- 4) The Service Provider shall ensure that the entire catering premises are kept hygienic and clean. Service Provider is responsible to ensure preventive Pest Control measures in the Kitchen from time to time.
- 5) Service Provider should not allow any garbage, debris or drain water to be let out on the ground, in and around kitchen/dining area and other related areas.
- 6) Maintenance of Cleanliness, maintenance, garbage disposal, and the Service Provider's staff rest rooms shall be the responsibility of the Service Provider.
- 7) Cleaning of the plates and utensils shall be done with hot water, soapy water, duly cleaned and dried.
- 8) Service Provider will ensure that the cutlery & crockery are not only clean visually but also free from any residual smell of food items.
- 9) Sufficient number of cleaners shall be employed by the Service Provider for the purposes defined at Sl. No.2, 3, 5 to 8 above.
- 10) Cooking ingredients shall be stored in a clean and hygienic area. It shall be the responsibility of the Service Provider to see that this storage area is free from pests and rodents.

BRUHATH BENGALURU MAHANAGARA PALIKE

List of Assembly Constituencies

SI No	Zone	Constituency	No. of Wards
1	East	C.V. Ramannagar	7
2		Hebbal	8
3		Pulakeshinagar	7
4		Sarvagnanagar	8
5		Shanthinagar	7
6		Shivajinagar	7
7	West	Chamrajpet	7
8		Gandhinagar	7
9		Govindarjnagara	9
10		Mahalakshmipuram	7
11		Malleswaram	7
12		Rajajinagar	7
13	South	B.T.M. Layout	8
14		Basavanagudi	6
15		Chickpete	7
16		Jayanagar	7
17		Padmanabhanagar	8
18		Vijayanagar	8
19	Mahadevapura	K.R.Puram	9
20		Mahadevapura	8
21	Rajarajeshwarinagar	Rajarajeshwarinagar	9
22		Yeshwanthpur	5
23	Yelahanka	Bytarayanapura	7
24		Yelahanka	4
25	Bommanahalli	Bangalore South	8
26		Bommanahalli	8
27	Dasarahalli	Dasarahalli	8

Note: The distance of maps between kitchen and canteens will be uploaded in BBMP website

QUALIFICATION CRITERIA TO PARTICIPATE IN THE TENDER

1. The tenderer should have satisfactorily achieved a turnover of 80% of the amount put to tender in cooking and catering services to various State/Central Government, state level organization/ MNCs in any two of the last three years (2014-15, 2015-16 & 2016-17) and a certificate to be enclosed in proforma-A of Annexure-9, to this effect.
2. The intending tenderer should have minimum 3 years of experience in the field of cooking and catering and experience certificate should be uploaded in Annexure-9 along with proforma-A.
3. EMD for Rs.10,00,000/- in the e-procurement portal.
4. Should have registered with Statutory authorities in Karnataka as indicated below and scanned copy of necessary proof such as:
 - registration under the labour act
 - Employees state Insurance Corporation
 - Regional Provident Fund Commissioner
 - Commercial Taxes Department Govt. of Karnataka for VAT
 - Valid License from Labour Department
 - Service Tax Registration Certificate/No
 - PAN No. of the Firm/Contractor
 - Certificate under Food Safety Act
 - experience certificates for preceding five years in sec XII and proforma A
 - Annual Turnover should not be less than Rs.1,50,00,000/- in any two of the preceding three years viz. 2014-15, 2015-16 & 2016-17:
5. (Please upload copies of ITR/authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountant **or** turn over details of any last 03 years certified by Chartered Accountants)
_____ (Scanned copies to be uploaded)

ANNEXURE-3

Price bid for providing cooked food items and catering services at the centralized kitchen and canteens in all assembly constituencies coming under BBMP limits of Bengaluru.

PRICE SCHEDULE

Description of the work / service:- Preparation, supply and serving of food items for breakfast, lunch and dinner in the assembly constituencies coming under BBMP limits of Bengaluru including cost of materials, cooking food at centralized kitchens, transporting to ward canteens and serving to beneficiaries, maintaining kitchens & canteens cleaning and staff wages and maintenance as detailed in the tender document.

Service provider, for each serving will collect Rs. 5 for breakfast, Rs.10 for each lunch and Dinner from the beneficiary. Service provider has to quote for the amount for each serving of breakfast, lunch & dinner which will be paid by the Procurer.

Sl. No.	Assembly constituency	Amount in Rs. (Excluding the amount to be collected from the beneficiaries)			Total amount in Rs. (Total of Column 3+4+5)	
		Breakfast	Lunch	Dinner	In figures	In words
					6	7
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

Note: 1) The rate quoted as above is exclusive of taxes and duties.
2) The Service Provider can quote for any of the 27 assembly constituencies, subject to a maximum of 5 Constituencies.

Signature of the Tenderer
(Authorized Signatory)

Place:
Date:

DAILY MENU FOR THE WEEK

Particulars	Menu - D1		Menu - D2		Menu - D3		Menu - D4		Menu - D5		Menu - D6		Menu - D7	
Service	Product	Per serving	Product	Per serving	Product	Per serving	Product	Per serving	Product	Per serving	Product	Per serving	Product	Per serving
<u>BREAKFAST:</u>														
Item: 1 (one serving)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)	Idlis	3 Pcs (150 g)
	Coconut Chutney	100g	Coconut Chutney	100g	Coconut Chutney	100g	Coconut Chutney	100g	Coconut Chutney	100g	Coconut Chutney	100g	Coconut Chutney	100g
OR														
Item: 2 (one serving)	Puliyogere	300g	Kharabhat	200g	Pongal	225g	Rava Khichidi	200g	Chitranna	225g	Vangibath	225g	Kharabhat & Coconut Chutney	150g & 100g
	Pudina Chutney	75g	Coconut Chutney	120g	Tomato Gojju	75g	Corriander Chutney	120g	Chutney	120g	Tomato Gojju	75g	Kesribath	75g
<u>LUNCH & DINNER:</u>														
Item: 1	White rice	300g	White rice	300g	White rice	300g	White rice	300g	White rice	300g	White rice	300g	White rice	300g
	Mixed Veg Sambar	150g	Mangalore Southekeyi Sambar	150g	Yellow Pumpkin Sambar	150g	Eerekai Sambar	150g	White pumpkin Sambar	150g	Bittergourd Sambar	150g	Brinjal Sambar	150g
	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g
	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g
OR														
Item: 2	Tomato Bath	300g	Kai Chasve Chitranna	300g	Vangibath	300g	Bisi Bele Bath	300g	Menthya pulao	300g	Puliyogere	300g	Darshini Pulao	300g
	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g	Curd rice	100g
	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g	Chutney	50g
Note:														
Breakfast: The service provider shall prepare 50% of quantity of each item (1) & (2). The beneficiary will either choose item (1) or item (2) as mentioned above.														
Lunch & dinner: The service provider shall prepare 50% of quantity of each item (1) & (2) and also prepare supplementary item in full quantity. The beneficiary will either choose item (1) or item (2) as mentioned above.														

TENDER FORM

No: BBMP/EE/TEC/TEND/08/2017-18

Date: 17.06.2017

To,

The Commissioner
Bruhat Bengaluru Mahanagara Palike,
Bengaluru.

Sir/Madam,

Having examined the Tender Documents including Addenda Nos.....*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide cooking & catering services at the BBMP canteens in all Assembly constituencies for a period of ONE Year and subject to extension for a further period of one more year on rendering satisfactory services to the BBMP.

In conformity with the said tender documents the Schedule of Prices is attached herewith in the format prescribed.

If our tender is accepted, we will obtain the bank guarantee from a scheduled bank for a sum equivalent to 5% percent of the Contract value as per Annexure-6 and enter into an agreement with BBMP as per Annexure-7.

We agree to abide to keep the validity period of the tender as specified in Clause 12 of the ITT.

If our tender is accepted, pending entering into and execution of the formal contract your written acceptance thereof and notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per tender documents. Dated this day of 20.....

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

BANK GUARANTEE FORM

Whereas (*hereinafter called "the tenderer"*) has submitted its tender dated..... (*date of submission of tender*) for the services Providing cooking & catering Services through Outsourcing for the Bruhat Bengaluru Mahanagara Palike (BBMP), Bengaluru for a period of ONE Year and subject to extension for a further period of 01 year after mutually agreeing by both the parties.

(*hereinafter called "the Tender"*)

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the _____Bank"*), are bound unto (*name of Procurer*) (*hereinafter called "the Procurer"*)

in the sum of _____ for which payment well and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____ 2017.

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - a) Withdraws its Tender during the period of tender Validity specified by the Tenderer on the Tender form; or
 - b) Does not accept the correction of errors in accordance with the tender document; or
2. If the Tenderer, having been notified of the acceptance of its tender by the Procurer during the period of tender validity:
 - a) Fails or refuses to execute the Contract form if required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers; We undertake to pay the Procurer up to the above amount upon receipt of its first written demand, without the Procurer having to substantiate its demand, provided that in its demand the Procurer will note that the amount claimed b it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

CONTRACT FORM

THIS AGREEMENTday
 made the of....., 20... Between (Name
 of Procurer) of (Country of Procurer) (hereinafter called "the Procurer ") of the one part
 and (Name of Service Provider) of (City and Country of Service Provider) (hereinafter
 called "the Service Provider") of the
 other part :

WHEREAS

the Procurer is desirous that certain Goods and ancillary services viz.,
 (Brief Description of Goods and Services) and has accepted a tender by
 the
 Service Provider for the supply of those goods and services in the sum of (Contract
 Price
 in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procurer 's Notification of Award.
3. In consideration of the payments to be made by the Procurer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procurer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procurer hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Procurer)

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No..... dated..... 20... to supply..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

Date.....20....

Address:.....
.....
.....
.....

Proforma for Performance Statement for the last three years

(After filling, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)

No: BBMP/EE/TEC/TEND/08/17-18

Date: 17.06.2017

Date of Opening.....

Name & address of the Service Provider:

Order placed by (Name & Address of the person to whom the service was provided)	Order No. & Date	Year (Order executed from year 2014-15, 2015-16 & 2016-17 only)	Description & quality of service supplied	Value of order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge

Note:1. Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority

Note:2. Competent Authority means Head of the Institution/Office for which the Catering service has been provided.

Note:3. All such Proforma A Certificates shall be uploaded.

Signature & Seal of Tenderer

Proforma-A

This is to certify that _____ Service Providers has satisfactorily provided catering service to this organization during the year _____ against Order No. _____ dated _____ for an amount of Rs. _____.

Signature
Seal & signature of competent authority

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: **BBMP/EE/TEC/TEND/08/17-18** dated 17.06.2017 and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.
2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.
3. The financial bid is separately submitted against this tender.

Place:
Date:

Seal & Signature of the Tenderer

Check List for Submission of Tender

Sl. No.	Check list of Documents for Technical Evaluation	Details of Documents to be scanned & Uploaded Yes/No
1.	EMD @ Rs.10,00,000/-	As per e-Portal
2.	Certificate of Registration under the Labour Act with the Department of Labour, Government of Karnataka	
3.	License issued by Food & Safety Standards Authority of India under FSS Act 2006	
4.	ESI Registration Certificate	
5.	Registration certificate issued by Regional Provident Fund Commissioner for EPF	
6.	Registration certificate issued by Commercial Taxes Department Govt. of Karnataka for VAT	
7.	Certificate of Registration issued by Commissioner of Central Excise & Customs for Service Tax	
8.	Audited Balance Sheets and Income Tax Returns of three financial years in the past five years (05 financial years)	
9.	Experience Certificate in Cooking and Catering for reputed institutions for last five years to be filled and uploaded in Annexure-9 of Proforma-A	
10.	Scanned Copy of the PAN card	
11.	Valid Licence issued by Department of Labour for employment of Contract Labour	
12.	Annual Turnover Statement for last 3 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less Rs.1,50,00,000/- in any of two years out of the last three years duly audited by Registered Chartered Accountant/Auditors information as per Annexure-2(5)	

All above documents are uploaded in the above sequence in Technical Bid.

Certified that I have checked all the documents and fully complied with the instructions contained in the Tender Schedule.

Signature of Tender