

Government of Karnataka



Administrative Training Institute (ATI)

Lalithamahhal Road, Mysore – 570 011.

Tel: +91-821-2443839, 2520904, 2443863, 2520083, 2443831

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Tender Document for

Providing Cooking & Catering Services through outsourcing for the Administrative Training Institute (ATI), Mysore for a period of ONE Year and subject to extension for a further period of 03 months.

(Through e-procurement Portal Only)

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

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Tender Notification

INVITATION FOR TENDER (IFT)

(ONLY THROUGH e- PROCUREMENT)

SCHEDULE OF EVENTS

Sl. No.	Events	Date, Day & Timings - Venue
1	Tender Reference (IFT No)	Providing cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) Mysore for a period of ONE Year and subject to extension for a further period of 03 months. No.ATI/EST(2)/CR: 101/2014-1506-01-2015
2	Date of Publication of Tender	07-01-2015
3	Last date and Time for receipt of Tenders	09-02-15
4.	Time and date of opening the Technical Tender Bids	11.30 am on 11-02-2015 at Tungabhadra Hall, ATI Campus, Mysuru
05	Pre- Bid Meeting	21 .01.2015 at 03-30 PM at Office of the Joint Director, Administration, Administrative Training Institute, Lalitha Mahal Road, Mysore-570011
6	Time and date of opening the Financial Bids	17-02-15
7	Address for Communication	Director General, Administrative Training Institute, Lalitha Mahal Road, Mysore- 570 011.

TENDER

FOR

Providing cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) Mysore for a period of ONE Year and subject to extension for a further period of 03 months.

SECTION I. INVITATION FOR TENDERS (IFT)

IFT No. : **ATI/EST(2)/CR: 101/ 2014-15**

Date:06-01-2015

1. The **Director General, Administrative Training Institute (ATI), Lalitha Mahal Road, Mysore** invites tenders from eligible tenderers for providing services listed below:
 1. providing catering i.e supply of food, beverages to the trainees of ATI as explained in the tender document
 2. Providing all required men, material & services as required for the management of catering for the hostels.

The tenderers may submit tenders **Providing cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) Mysore** for a period of **ONE Year and subject to extension for a further period of 03 months.**

- 1a.** Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.

The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the **Financial Bid Tender** which will be opened only if the **Technical Bid Tenderer** is found to be qualified to provide the services. Tenderer must be applied both the services of Catering &.

- 1b.** Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

2. 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 **Providing cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) Mysore** for a period of **ONE Year and subject to extension for a further period of 03 months.**

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45 days beyond** the validity of the tender.

3. Tenders must be submitted to the **Director General, Administrative Training Institute (ATI), Lalithamahal Road, Mysore**, through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>

4. **The Technical Bid Tender will be opened on 11-02-2015** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue

A pre bid meeting is scheduled to be held on 21-01-2015 at 3.30 at Office of the Joint Director, Administration, Administrative Training Institute, Lalith Mahal Road, Mysore-570011, to be attended by the Joint director ATI and other senior officers of ATI.

5. Other details can be seen in the tender documents.
6. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.30 am to 05:30 pm).
7. List of documents to support qualification of bidder is to be uploaded to the e procurement website **www.eproc.karnataka.gov.in**.
8. TMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

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SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

1. Eligible Tenderers

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **The Director General**, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements (SR);
- (e) Contract Form;
- (f) Performance Security Form;
- (g) Performance Statement Form;

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

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. The purchaser response will be communicated through e-procurement flat form.

4.2 The purchaser may hold a pre-bid meeting of prospective bidders in case if any clarification so sought by the bidders prior to the deadline for the submission of tenders.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser 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

5.2. Amendment will be through e-procurement flat form.

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

C. Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided 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.

7. Documents Constituting the Tender

~~7.1 The tender prepared by the Tenderer shall comprise the following components~~

~~(a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 & 10;~~

~~(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;~~

~~(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and~~

~~(d) Earnest money deposit furnished in accordance with ITT Clause 13.~~

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the goods and services and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the Services it proposes to provide under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the '**Schedule of Requirements**' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) the price of the goods & services, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or-off-the-self (as applicable), including all duties and sales and other taxes already paid or payable
 - a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-self.

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract including the price for annual maintenance services for three years after expiry of Warranty as indicated in GCC Clause 14.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, 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.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that in the case of a Tenderer offering to supply goods and services under the Contract which the tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorization is required should be specified)

(Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive)

- (b) 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 Section VII. To this end, all tenders submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) 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 **Section XII**)

12. Documents Establishing Goods & Services Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITT Clause 7, 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.

12.2 The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods & services ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for period of two years, following commencement of the use of the goods by the Purchaser ; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(d) a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and

(e) a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) At the tenderer's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or specified small savings instruments;

(b) Be substantially in accordance with one of the form of earnest money deposit included in Section IX or other form approved by the Purchaser prior to tender submission;

(c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) Be submitted in its original form; copies will not be accepted; and

(e) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's 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 by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The tender security may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 30; or

(ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and a copy of the **Technical Bid and Financial Bid** of the tender shall be typed or written in indelible ink and shall be signed (Digital) by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. Submission of Tenders

16. Sealing and Marking of Tenders

16.1 As per e – Procurement, upload (A). Technical Bid details and (B). Financial Bid details

17. Deadline for Submission of Tenders

17.1 As mentioned in the e-Procurement Portal

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1e-Procurement

19. Modification and Withdrawal of Tenders

19.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

19.2 e-Procurement

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. A. Opening of Technical Bid Cover of Tenders by the Purchaser

20.1 (a) The tender will be open for the bidders on the appointed date & time on e-Procurement Portal. The date & time is

20.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 11.02.2015 and in the following location:

Office of the Joint Director, Administration, Administrative Training Institute,
Lalitha Mahal Road, Mysore-570011

The Tenderers' representatives who are present shall sign a register evidencing their attendance. The tender shall be opened on the e-platform even when no tenderers representative are present at the appointed date and time. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

(i) The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Purchaser may consider appropriate, will be announced through e-Procurement flat form

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tender from agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non responsive.

22.1.1 Where the Tenderer has to quote for another schedules and the security shall be for whole of the tender price. The Tender will be considered as a whole though schedules are furnished.

22.2 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 supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality 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 Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

24. Contacting the Purchaser

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser 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 purchaser, it should do so in writing.

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

F. Award of Contract

25. Post qualification

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and Service providing capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(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 determines 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 financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)
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30.	Applicable Law
31.	Notices
32.	Taxes and Duties

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- (a) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"contractor"** the successful tenderer with whom the contract is entered into.
- (c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) **"Services"** means cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) and other obligations of the tenderer covered under the Contract.
- (e) **"GCC"** means the **General Conditions of Contract** contained in this Section.
- (f) **"SCC"** means the **Special Conditions of Contract**.
- (g) **"The Purchaser"** means the organization receiving the services/goods as named in SCC
- (h) **"The Purchaser's country"** is the country named in SCC.
- (i) **"The tenderer"** means the individual or firm Providing cooking & catering & Services under this Contract.
- (j) **"The Government"** means the Government of Karnataka State.
- (k) **"The Project Site"**, where applicable, means the place or places named in SCC.
- (l) **"Day"** means calendar day.
- (m) **"Breakfast"** means the first meal of the day served during mornings.
- (n) **"Lunch"** means served in the middle of the day.
- (o) **"Dinner"** the main meal of the day usually had in the evening or night.
- (p) **"Director General" (DG)** means the Director General of ATI and
- (q) **"Joint Director"** means Joint Director (Administration) of ATI
- (r) **"ATI"** ATI means Administrative Training Institute, Lalitha Mahal Road, Mysore
- (s) **"Mess committee" or "Committee"** means the committee comprising of officers, officials and trainees constituted by the Director General for assisting in the management of the mess.
- (t) **"Warden"** means the warden of SIUD.

2. **“Training days”** means the days for which a training course is designed and starts with breakfast on the first day and extends to lunch on the last day of the training course.

3. Application

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

4. Standards and Safety

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

3.2 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.

5. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have the audited by auditors appointed by the Government, if so required by the Government.

6. Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid upto 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for

proportion at evaluate shall be extended 60 days over and above the initial Warranty period.

6.2 The proceed soft he performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

(b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser ;or

(c) Specified small savings instruments pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60days after the completion of performance obligations including Warranty obligations.

6.6 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.

8. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data -shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this Contract.

7.6 Manuals and Drawings

7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal

to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All-risks” basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligation under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) advance notification to the Purchaser Of The Pending Termination, insufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components

shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or materials required by the Purchaser's Specifications) or from any actor omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for* hours of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
 - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/ goods at the time of their replacement. No claim what so ever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 8 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty(60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 Subject to GCC Clause17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Sub contracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Sub contracts must comply with the provisions of GCC Clause2.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

Catering Services Penalty

- (a) In case of deficient service where the contractor fails to provide a breakfast/meal or food for the entire day, in such case the contractor will be liable to pay double the cost incurred in providing the breakfast/meal/meals from outside or Rs. 5000/- whichever is more.**
- (b) In case of delayed service beyond 30 minutes, a penalty of Rs. 1000/- will be leviable in each case. The service means the serving of all items at the appointed time in Schedule-I**
- (c) Delay in service of items - Rs. 2000/- per service, service of item means total exemption of a particular item on the menu for the meal.**
- (d) Improper Catering Rs. 5000/- per day, improper catering shall include substitution or deletion of items to the menu in Schedule-I. It will also include insufficient quantity/quality of any item served in any meal.**
- (e) Indiscipline & misbehavior by contract employee - Rs. 500/- in each case**
- (f) Employee of the Contractor without proper uniform or ID card will be fined Rs. 50/- per day of default per person**
- (g) Shortage of Food - Rs. 5000/- per day per item**
- (h) If the menu is not adhered to, a fine of Rs. 500/- per day will be levied**
- (i) The Officer in charge or any official deputed by ATI will have the liberty to inspect daily or periodically to quality of work under this contract to ensure that the entire area under the**

contract is cleaned and maintained in perfect order to the satisfaction of such inspecting staff or in charge. If the inspecting officer finds any discrepancy in the work or use of sub standard material for the maintenance work, In charge may impose monetary penalties to an extent to **Rs 500/-** in each case for **5 instances**. Thereafter it may impose penalty of **10 % deduction** from the bill or deduction of part or whole of security or termination of the agreement at one month notice.

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the SR.

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, assume equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension there of granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser 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 processor in contract execution.

“fraudulent practice ”means a misrepresentation of facts in order to influence a procurement processor 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.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses21,22,23, the Supplier shall not be liable for featureof its performance security, liquidated damages or termination for default, if and to the extent that, its delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

25. Termination for Insolvency

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

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct in formal negotiation any disagree mentor dispute arising between the munder or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter indispute, and no arbitration in respect of this matter maybe commenced unless such notice is given.

27.2.1 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 arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 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 Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or will ful misconduct, and in the case of infringement pursuant to Clause5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, 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.

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: 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 **schedule of Requirements**. All the documents should be scanned and uploaded along with the tender documents as mentioned in Annexure - without fail.
2. The tenderer shall quote the price for the menu in schedule I for per head per day. The approximate average number of persons having food per day of training may be taken as 125 on an average. The **breakup cost** of the breakfast, lunch, dinner, coffee & tea with biscuits and tea/coffee for the quoted per head per day price should be given **compulsorily filled in in the price schedule**. Those price schedules without this break up cost will be summarily rejected. The technically qualifying tenders will be evaluated on the basis of the per head per day price.
3. Trainings are held as per the published calendar of trainings. The tentative schedule is available in the website of ATI.
4. The Successful tenderer will have to start working from the date ordered by the Director General. The Contract will be for a period of 12 months. The period of contract can be extended for further period not more than three months with mutual consent. The period is liable for alteration at the discretion of the Director General. The Director General reserves the right to terminate the contract at short notice of one month or without notice.
5. The Service Provider should use the present kitchens, dining hall and lounges specific for cooking and catering provided by ATI in the hostels. The Service Provider will take over all the items of stock (both fixed and movable) under acquaintance from Hostel Mess and he shall be responsible

for their safe maintenance and return on completion of the contract. Any loss or damage to the items will be made good by the contractor as decided by the Director General based on their market value. Utensils which are being used in the mess will be made over to the contractor. Additional requirement if any should be met by the contractor himself.

6. The catering contractor has to pay electricity charges relating to the mess as per the meter reading in the mess and he has to pay a sum of 6000/- per month, towards water charges, unless & otherwise revised. Water will be supplied by ATI for cooking and for cleaning of vessels, utensils, cutlery and items used.
7. Drinking water at the mess shall be supplied by ATI from its RO unit
8. All trainees of ATI are eligible to have food at the contracted rate by the ATI in whose name the bill is to be drawn. Guestsspeakers and faculty on course duty to ATI are eligible to use the mess services at ATI shall make such payment at the contracted rate for the meal or meals consumed. Other Faculty, staff and guests are eligible to have food at the rate quoted by the contractor and they shall make their payment to the warden who in turn shall as required transfer any such payments to the contractor on a monthly basis. The contractor shall not charge more than the rates quoted and agreed as per column nos 3 to 8 in the price schedule and agreed upon.
9. 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 damage at the prevailing market price except for wear and tear due to long usage.
10. The food should be served for ATI at Kapila and Kabini Hostel.
11. The supplier should not prepare and supply or cater anything from the purchaser's premises to anyone other than the purchaser and he shall not prepare or cook any other item in the purchaser's kitchen other than those required for the purchaser.

Catering Services Penalty

- (j) In case of deficient service where the contractor fails to provide a breakfast/meal or food for the entire day, in such case the contractor will be liable to pay double the cost incurred in providing the breakfast/meal/meals from outside or Rs. 5000/-whichever is more.**
- (k) In case of delayed service beyond 30 minutes, a penalty of Rs. 1000/- will be leviable in each case. The service means the serving of all items at the appointed time in Schedule-I**
- (l) Delay in service of items - Rs. 2000/- per service, service of item means total exemption of a particular item on the menu for the meal.**
- (m)Improper Catering Rs. 5000/- per day, improper catering shall include substitution or deletion of items to the menu in Schedule-I. It will also include insufficient quantity/quality of any item served in any meal.**

(n) Indiscipline & misbehavior by contract employee - Rs. 500/- in each case

(o) Employee of the Contractor without proper uniform or ID card or without caps while serving will be fined Rs. 50/- per day of default per person

(p) Shortage of Food - Rs. 5000/- per day per item

(q) If the menu is not adhered to, a fine of Rs. 500/- per day will be levied

(r) The Officer in charge or any official deputed by ATI will have the liberty to inspect daily or periodically to quality of work under this contract to ensure that the entire area under the contract is cleaned and maintained in perfect order to the satisfaction of such inspecting staff or in charge. If the inspecting officer finds any discrepancy in the work or use of sub standard material for the maintenance work, may impose monetary penalties to an extent to **Rs 500/-** in each case for **5 instances**. Thereafter it may impose penalty of **10 % deduction** from the bill or deduction of part or whole of security or termination of the agreement at one month notice.

(s) The default as mentioned above will be decided by the Mess Committee. This penalty is apart from the liquidated damages to be implemented as in contract conditions upto a maximum of **10% of the Contract Price** for the default of the contract.

12. Persons who are less than 18 years of age should not be employed. Employing child labour in the catering & housekeeping is strictly forbidden and violation would attract penal provisions of the law.

13. Contractor shall employ only healthy workers in the mess free from any communicable disease. The Staff should neatly maintain personal cleanliness and good health free from diseases such as skin/TB diseases. health charts showing regular health checkups done should be available for perusal , all health checkups done should not be more than six months old. It is the responsibility of the contractor to follow all statutory regulations prescribed from time to time. Any disregard to these will attract penalty as decided by the administration on the merit of the case.

14. The Service Provider should provide fresh and clean uniforms and badges to the staff compulsorily. Each staff shall wear an identity badge with photo and particulars.

15. The employees of the mess must behave courteously with trainees and staff, dress neatly and maintain cleanliness. The mess employees should wear clean uniform including caps and gloves while cooking and serving.

16. No accommodation shall be provided to the contractor or any of his employees on the ATI premises.

17. Service Provider should not procure any food items including chapatti or other dishes prescribed at Schedule -1 from outside at any cost. He should prepare the dishes at the kitchen of the respective Institutes.

18. The Service Provider will keep a Complaint Register with numbered pages duly verified by the Warden of the Hostel in the Dining Hall as well as Reception Counter for the trainees or guests to enter their suggestions or complaints. The Mess supervisor will attend to the complaints and prepare compliance.
19. No compensation will be paid for any period in case there are no trainees available in ATI due to any reason.
20. If the trainees happen to arrive a day before the commencement of the training session at ATI Hostels, it will be the responsibility of the contractor to provide them food on payment basis.
21. There will be no restriction on consumption of any food items by the inmates in terms of breakfast, lunch and dinner.
22. The contractor should supply milk, bread, gruel etc., and also hot water for drinking to the trainees who are sick, on request,
23. When trainees are on excursion, trips, field visit on any day, it will be the responsibility of the contractor to provide them breakfast, sufficiently early in the morning and also food packets, the food packets shall consist of freshly prepared food packed in hygienic aluminum foil for their use during day time. During night when they arrive late, the contractor must make arrangements for serving them dinner.
24. The DG, ATI is absolved of any responsibility attached to in respect of the workers engaged by the contractor. All wages etc., for the workers should be properly disbursed by him and books of accounts, etc., should be made available to the committee for checking. The wages shall be paid on or before 5th of every month. The statutory payment such as E.S.I./E.P.F. etc should be remitted before 15th of the following month. The contractor shall produce the register maintained in this regard to the committee every month. The contractor shall conform to all labour regulations that are in force in the State of Karnataka from time to time including the Contract Labour (R & A) Act, E.S.I., E.P.F., W.C., P.W. Act, as and when applicable in respect of all persons employed by him including the labour running the mess and the DG or the committee shall not in any way be liable or responsible for any act of omissions or commission by him in this regard. The Contractor shall comply with all statutory provisions, regulations, etc. applicable from time to time for running a mess including the provisions relating to various taxes and shall absolve the committee from the provisions of the said act.
25. For breakfast, lunch and dinner, dishes as per menu card, as in Schedule -I will be prepared by the contractor. Where quantity is not prescribed, the Mess Committee may prescribe it at any time. He should provide variety in taste by changing the vegetables, spices, frequently. He should also provide boiled rice to such of the trainees who demand it.
26. There should be strict quality control of food. Prohibited items like baking soda, chemical colours, adulterated oil/Vanaspathi or used up oil should not be used for cooking. **Sona Masoori Raw Rice premium quality, double refined sunflower oil saffola/dhara, and only branded Annapoorna/ Pilsbury , ashirwad wheat flour** should be used for preparation of food. The food supplied should

be fresh, wholesome delicious and qualitatively good and should be in conformity in taste with popular hotels . The committee has the right to check the quality of all ingredients used. For any breach of this, the contractor is liable for penalty as decided by the Director General or liable for termination of contract. The quantum of penalty will be commensurate with the loss or damage as decided by the undersigned. The Director General of ATI is absolved of all responsibilities arising out of any eventualities such as food poisoning etc., due to consumption of food at the mess. The responsibility solely lies with the contractor. The supplier shall abide by the provisions of and Food Safety And Food Standards Act2006 and rules 2011 in terms of food safety and standards.

27. The samples of cooked food and oil used for cooking will be tested in the approved laboratory such as CFTRI or FSL or DFRL or any other equivalent reputed Institute, atleast once a month and whenever needed. The charges for such testing should be borne by the contractor.
28. The contractor shall be responsible for Garbage collection & disposal which shall be as per prescribed in the Municipal Solid Waste Management Rules. Drums for this purpose should be placed at suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill put or spoil the drum and surrounding area. The successful tenderer should procure useful and good looking drums at his own cost. Kitchen waste shall be fed to the bio-gas plant in the ATI premises.
29. Bio-gas generated in the plant may be used by the contractor.
30. The linen/table cloth and other items used in the dining area shall be laundered by the contractor at his own cost and such linen/table cloth will have to be changed with clean and fresh ones atleast once a day.
31. **Payment Terms & Conditions:**
 1. The proof for payment of PF, ESI, Service Taxes are to be produced for the previous month to accept and pass the bill for payment.
 2. The payment to the contractor will be made on monthly basis. The payment will be made at the approved rates per head per day for the days of the training session. bill shall be made out in the name of ATI Mysore for food consumed by trainees .bill shall be submitted before 5th of the succeeding month.all payments shall be made through RTGS
 3. The contractor must have sufficient financial resources to commence the catering without waiting for payment from the ATI. No advance of any kind will be given.
32. Income Tax will be deducted at Source.
33. Bills will be paid only if the services of the agencies are satisfactory.
34. The agency should make payment not less than the minimum wages as per the Karnataka Minimum Wages Actthe payments shall be made by adjusting the amount to their Bank accounts of the employees and produce copy of adjustment for making payments
35. Any change in the working staff must be intimated to the Warden/ Competent Authority well in advance.
36. Even after approval, if information/facts submitted by the tenderer are found misleading/incorrect/false etc. ATI reserves the right to disapprove/cancel the contract without any notice.
37. The contractor shall be responsible for the discipline of their staff. If at any time, it is found that

the persons are indulging in any act of misbehavior or misconduct etc., the Director General, ATI, Mysore or his representative shall have the right to have him/her replaced by the contractor.

38. It is the responsibility of the Contractor to get their staff Medical check-up thoroughly and submit the same to the Institute twice a year at his own cost.

SECTION V- A :SCHEDULE OF REQUIREMENTS(SR)

A weekly training schedule indicating the number of participants likely to attend on daily basis is issued at the beginning of the week. The caterer is responsible for ascertaining the daily strength of the participants from the Warden or his representative and make necessary arrangements for Catering. The Joint Director (training) ATI, shall communicate through email the indent for the day atleast 24 hours in advance .

The Caterer is required to serve the following items in the Institute.

a) Morning Coffee/Tea	06:00 am to 07.00 am
b) Breakfast	08.15 am to 09:15 am
c) Intersession Tea/ Coffee	11.30 am to 11:45 am
d) Lunch	01.15 pm to 02:30 pm
e) Afternoon Tea/ Coffee	03:30 pm to 03:45 pm
f) Dinner	08:15 pm to 09:30 pm

Note: All timings and Services are subject to change depending on circumstances at the discretion of the institute. The Caterer may also note that the requirement for catering Services may increase/ decrease based up on the activity and requirements of the institute. Thus the requirement for man power and other services may go up or come down accordingly. The above timings is applied for both ATI Hostels.

Generally buffet services are provided in the dining areas. However, table service for a limited number of guests may be required to be arranged in case of dignitaries/ VIPs visiting the institute.

1. Hot food is to be served from all buffet counters. Guests will help themselves with self-service, except for water and soups, which should be served on the table. It is the responsibility of the caterer to keep the tables and chairs ready for service, to clean the table once the participant had his / her food, clear the plates kept by the participants in the plate-rack in the dining halls, wash and store the same. Food served on buffet would be generally unlimited.
2. The total strength of the participants is likely to increase/ decrease at short notice. The caterer therefore must be able to make suitable arrangements accordingly ensuring availability of food with adequate manpower to serve the participants.
3. Sick persons on campus may be served with special diet on Doctor's Prescription. No extra charges are payable on this account.
4. **Raw materials and other cooking ingredients:** Caterer shall ensure that all food items used are of establish/ standard brand. All raw materials and cooking ingredients items like 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 caterer is responsible for serving healthy and Hygienic food.
5. **Quality of Rice:** for day to day use good quality Sona-Masuri premium quality raw rice, or equivalent quality raw rice and for special rice preparations such as Biryani / Pullavu good quality Basmati rice shall be used
6. **Preparation of chapathis:** Chapathis shall be prepared at the Hostel Mess only. Food prepared outside is not entertained and attracts the provision of penalty
7. **Use of LPG gas for Cooking:** The caterer will use LPG cooking gas only for cooking. Caterer shall make suitable arrangements to procure Gas cylinders from food and civil supplies department

recognized agency as a commercial establishment. Expenditure will be borne by the caterer and shall be included in the quoted rates.

8. **Weekly Menu:** Caterer shall prepare food as per the menu which shall be strictly followed. Changes, if any, shall be with the prior approval of the concerned authority. Penalty may be levied for non-adherence to the approved menu.

Quality & Quantity: the caterer shall ensure that all food items are of a very high quality with adequate quantity sufficient for all the participants, for each meal. There will be no restriction on main course items such as Rice, Chapattis, Vegetables/ curries and dhals.

10. HYGEINE & CLEANLINESS:

1. Caterer shall ensure a high standard of hygiene and cleanliness at all times.
2. Caterer shall cause to clean the Floor of dining areas which shall be mopped/ cleaned daily and from time to time. Not less than three times a day.
3. The caterer 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 3 times daily and immediately after service/ as and when required
4. The institute will provide liquid hand wash soap, tissue papers, room fresheners etc which will be used by the contractor in the relevant areas.
5. The caterer shall ensure that the entire catering premises are kept hygienic and clean. Caterer is responsible to ensure preventive Pest Control measures in the Kitchen from time to time
6. Caterer 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.
7. Maintenance of Cleanliness, maintenance, garbage disposal, and the Caterer's staff rest rooms shall be the responsibility of the caterer.
8. Crockery & cutlery once used shall not be reused in the same meal session (especially Steffen-dishes, dinner plates, drinking water glasses, bowls, forks, spoon etc) unless it is cleaned by washing. Cleaning of the plates and utensils shall be done with hot water, soapy water, duly cleaned and dried.
9. Caterer will ensure that the cutlery & crockery are not only clean visually but also free from any residual smell of food items.
10. All incidental services like manpower required for Catering, waiters, helpers and cleaning staff along with Supervisory staff and the cost will be included in the rates quoted for the menu.
11. The contractor will make necessary arrangement for sufficient number of employees to ensure faster service of food during meal time. The ratio of server to trainees having food should not be less than 1:8.
12. Sufficient number of cleaners shall be employed by the contractor for the purposes defined at Sl No. 2,3,5 to 9 above.
13. Storage of cooking ingredients shall be made in the storage area in a clean and hygienic way. It shall be the responsibility of the contractor to see that this storage area is free from pests and rodents.
14. the contractor shall obtain a license for catering from Mysore Municipal corporation within one month of signing the contract.

**SCHEDULE – 1
DAILY MENU**

Day	Break Fast	Coffee/Tea Break	Lunch*	Coffee/Tea Break	Dinner*
	8-30 am to 9-15 am	11-15 am to 11-30 am	1-30 pm to 2-30	3-30 to 3-45 pm	8-15 to 9-15 pm
Sunday For CFC/ongoing trainees	Vermicelli Upma, + vegetable cutlet	Coffee/tea	Bhendi AluPalak, JeeraRice Salad,	Coffee/Tea	Halasandekalu Dry Palya
Monday	Onion Dosa, Vegetable Kootu(Curry) , Chutney	Coffee/Tea with Biscuits	Mysore Pak, Channa Masala Kootu	Coffee/Tea with Biscuits	Vegetable Kootu(Curry) (Carrot, Beans, Potato), Bitter Gourd DryPalya (Hagalakayi)
Tuesday	Poori,Sagu, Chutney	Coffee/Tea with Biscuits	Capsicum, Potato Kootu(Curry), Kosambari, Sprouted Curry (MolakeKaluSamb ar) Ragi Ball	Coffee/Tea with Biscuits	YenegayiBadanekayiGojju , Beetroot Palya
Wednesday	Uppitu, Kearibath, Bread, Butter, Jam	Coffee/Tea with Biscuits	Hesarakalu DryPalya, Vegetable Kootu	Coffee/Tea with Biscuits	HalasandeKalu/KadaleKal uKootu, Suvarnagadde Dry
Thursday	Dose, Potato Palya, Chutney	Coffee/Tea with Biscuits	Besibelebath, Dal Fry, Sprouted Curry (MolakeKaluSamb ar) Ragi Ball	Coffee/Tea with Biscuits	Mixed Green Palya (Soppu), BendekayiGojju (Ladies Finger)
Friday	Rice Idli, Uddina Vade, Sambar, Chutney	Coffee/Tea with Biscuits	GulabJamun, BodakumbalakaiKu tu, Mixed GreensPalya (Soppu),	Coffee/Tea with Biscuits	Sorekai/MulangiKutu, Carrot DryPalya
Saturday	ShavigeUppi tu, Chutney, Bread, Butter, Jam	Coffee/Tea with Biscuits	Ricebath, Raitha, SorekaiKootu, HalasandeKalu DryPalya	Coffee/Tea with Biscuits	HesarubeleKutu, Semebadanekai DryPalya

* besides this, the general items to be supplied for lunch and dinner are explained in the following paragraphs

- For Breakfast seasonal Fresh Fruits should be served every day in addition to the above
- **Ajino moto , artificial colours, baking soda and any other taste enhancers should not be used**
- Chapatti, Plain Rice, Sambar, Rasam, tomato sauce, Curds, Pickles, Sugar, Vegetable Salad, Pappad are common items and should be served daily for lunch & dinner in addition to the items specified as daily menu in the above table.
- Ragi balls should be served daily for lunch (except Holidays)
- The above menu may slightly be changed as per the Directions of Director General as and when is required
- Good quality branded biscuits should be used.
- Tea- brook band / tajmahal/ Tata Tea Branded tea only should be used
- Coffee- Kothas, Annapurna, coffee day coffee should only be served
- Milk, curds –Nandini brand of KMF only

Note :-

1. Pickles, curds and papad(lijjat/ anil) are common items and should be served daily for lunch and dinner in addition to the items specified as daily menu in the above table.
2. Different types of vegetables must be used for preparation of curry, sambar every day. The same type of vegetables should not be used for preparation of sambar for lunch and dinner in the same day. Pulses and grams must be added each day in curry to ensure protein content in the meal.
3. every day good quality seasonal fruits should be served hygienically
4. Used up oil should not be reused for cooking/ frying. Only approved oil, double refined sunflower oil only must be used.
5. Different types of pickles like mango, lemon, should be served for lunch and dinner every day.
6. Breakfast lunch & dinner is unlimited.
7. Breakfast items should be changed in intervals.
7. If the menu card is not adhered to strictly, penalty will be imposed.
8. Any changes if required, which does not involve extra cost will have to be entertained, if ordered by the committee.

SECTION VII : QUALIFICATION CRITERIA

1. The cooking and Catering agency should have satisfactorily completed 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 five years' and a certificate to be enclosed in proforma –A of Section XII, to this effect.
2. The cooking and catering agency should have 5 years experience in the field of cooking and catering and experience certificate should be uploaded in sec XII along with proforma A
3. **Annual Turnover of RS 62,40,000=00 in anytwo years in the preceding 5years** in which the tenderer should have executed cooking and Catering Services for the reputed Institutions.
4. EMD for Rs.156000=00in the e portal.
5. 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 secXII and proforma A
 - Annual Turnover should not be less than Rs 62,40,000/- in any twoof the preceding five years, 2009-10,2010-11,2011-12,2012-13,2013-14 :
6. (Please uploadcopies of ITR/authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountantor turn over details of any 01years during the last 03 years certified by Chartered Accountants)

_____ (Scanned copies to be uploaded)

SECTION VIII: TENDER FORM

Date:.....

IFTNo:ATI/EST(2)/CR 101/2014-15

To,

The Director General,
Administrative Training Institute,
Mysore-570 011

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos.....*[insert numbers]*, the receipt of which is hereby duly

acknowledged, we, the undersigned, offer to provide Providing cooking & catering Services through Outsourcing for the Administrative Training Institute (ATI) Mysore for a period of ONE Year and subject to extension for a further period of 03 months.

In conformity with the said tender documents for the sum of _____ (Rs. _____ *only*) or such other sums as maybe ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to provide the services of Cooking & Catering of ATI & Hostels in accordance with the schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your 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 ITT Clause 1 of the tender documents. Dated this.....day of.....20.....

(signature) (inthecapacity of)
Duly authorized to sign Tender for and on behalf of

SECTION IX: EARNEST MONEY DEPOSIT 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 Administrative Training Institute (ATI) Mysore for a period of ONE Year and subject to extension for a further period of 03 months.

(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 Purchaser) (hereinafter called "the Purchaser) 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 _____ 2013

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 ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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)

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between (Name of purchaser) of (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a tender by the Supplier 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 Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" 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 Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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:.....

.....

.....

SECTION XII

(please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last five years

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

IFT No:ATI/EST(2)/CR: 101/2014-15

Date: _____

Date of Opening.....

Time _____

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 2009-10,2010-11, 2011-12, 2012-13&2013 -14 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 and signature of competent authority

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: ATI/EST(2)/CR:101/2014-15 dated _____ 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:

Seal & Signature of the Tenderer

Date:

Check List for Submission of Tender

Sl. No.	Check list of Documents for Technical Evaluation	Details of Documents to be scanned & uploaded Yes/No
01	EMD @ Rs. 1,56,000/-	As per e-Portal
02	Certificate of Registration under the Labour Act with the Department of Labour, Government of Karnataka	
03	License issued by Food & Safety Standards Authority of India under FSS Act 2006	
04	ESI Registration Certificate	
05	Registration certificate issued by Regional Provident Fund Commissioner for EPF	
06	Registration certificate issued by Commercial Taxes Department Govt. of Karnataka for VAT	
07	Certificate of Registration issued by Commissioner of Central Excise & Customs for Service Tax	
08	Audited Balance Sheets and Income Tax Returns of three financial years in the past five years (05 financial years)	
09	Experience Certificate in Cooking and Catering for reputed institutions for last five years to be filled and uploaded in Section XII 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 5 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less Rs 62.4 lakhs, in any of two years out of the last five years duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5)	
<p>All above documents are uploaded in the above sequence in Technical Bid.</p>		

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

Signature of Tender

TENDERS

FOR

Providing Cooking &CateringServices through outsourcing for the Administrative Training Institute (ATI), Mysore, for a period of ONE Year and subject to extension for a further period of 03 months.

FINANCIAL BID SECTION

(Through e-procurement Portal Only)

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

PRICE SCHEDULE

Catering Services of A.T.I. Hostels at Mysore (Including Men, Material & Services)
(Enclosed as Schedule -1)

Sl. No.	Quote of menu in schedule I On per head per day basis (amount in rupees) (3+4+5+6+7+8)	Break up of total price quoted at (2) Amount in rupees						Quantity & Unit	Total Cost Column No. 2 X 9 (in Figure & words)
		Tea/coffee Time:6.30 to 7.00 AM	Breakfast Time:8.30 to 9.15 AM	Milk/Coffee/tea with biscuit Time: 11.15 to 11.30 AM	Lunch Time:1.30 to 2.30 PM	Coffee/Tea and Biscuits Time:3.30 to 3.45 PM	Dinner Time: 8.15 to 9.15 PM		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
								26000	

The prices quoted above are the final prices inclusive of all taxes/duties/charges payable by the bidder.

Note: Service Tax of 12.36% on each bill be paid by the purchaser

Signature of Tenderer_____

Name &

Address_____

- Schedule-1 menu is non negotiable
- Evaluation of tenderers will be done based on the price quoted at column (2) for menu in schedule I on per head per day basis
- Price schedule should give breakup for sl. No 3,4,5,6&7 of the price quoted at (2)
- Price schedules without break up details will be termed non responsive and summarily rejected.