



BIDDING DOCUMENTS **(e-Procurement)**

FOR ENGAGEMENT OF AN AGENCY TO PROVIDE CATERING AND OTHER RELATED SERVICES AT <INSERT THE OFFICE NAME & LOCATION> FOR A PERIOD OF ONE YEAR.

OPEN COMPETITIVE BIDDING **(Two Cover Bidding)**

Bid Ref. No.: XXXX/XXXX/XXXXX, Dated: XX/XX/202X

Issued by

<Insert Name,Address of the Bid Inviting Authority>

Email: xxxxxxxxxxxxxxxx,Website:xxxxxxxxxxxxx

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Section I – Notice Inviting Bids (NIB)

<Insert Logo, Name and Address of the Bid Inviting Authority>

Tender Ref No: XXXXXX/20xx/xxx

Dated: xxth of XXXX 20XX

NOTICE INVITING BID

- 1) The office of the <Insert name of the Tender Inviting Authority> invites online bids from eligible parties to select most suitable of them following Open Competitive Bidding Method as specified in “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2020”, to provide services as described below:

Sl. No	Brief Description of the Service	Duration of Engagement	Bid Security (INR)
1	(a) Provide Catering Service at <Insert name and location of the Office>. (b) Trained manpower for cooking and serving of food, management of pantry and other related services. <i>(this clause can be retained if the Authority also intends to engage manpower)</i>	12 months <i>(From the date of commencement of service)</i>	Rs <insert the amount>/- (Rupees only)

- 2) The bidding documents is available online on the e-Procurement portal i.e., www.assamtenders.gov.in for free of cost. However, to participate in the bidding process, bidders must pay bid non-refundable processing fee of **Rs 2,000/-** (Rupees Two Thousand Only). Bidders must register themselves on the e-Procurement portal, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. *Any amendment/corrigendum shall be issued through the e-procurement portal only. Bidders are advised to visit the website regularly for updates.*

3) Bid Information and Timeline:

1. Date of issue of Tender Notice	:	
2. Timeline for downloading of bidding document from e-Procurement Portal (i.e., https://assamtenders.gov.in).	:	From 5.00 PM on XX-XX-202x up to 2.00 PM on XX-XX-202x
3. Pre-bid meeting	:	Date & Time: XX-XX-202x at 11:30 am Venue:
4. Last date and time for submission of Pre-bid queries in writing in the portal or vide Email	:	XX-XX-2022 up to 2:00 pm Email:xxxxxxxxxxxxxxxx
5. Last date and time for online submission of both Technical & Price Bid in the e-Procurement portal	:	XX-XX-202x Up to 2:00 pm

6. Last date and time for submission of hardcopy of Key Documents (i.e., Original BG for Bid Security, Original Power of Attorney, Affidavit by the bidder, etc.)	: XX-XX-202x Up to 2:00 pm
7. Time and date of online opening of Technical Bids	: XX-XX-2022 At 2:30 pm : The bids will be opened online by the Authorized Officers at the appointed time.
8. Bid Security	: Rs xxxxxxxx/- (Rupees only) in the manner as specified in the bidding document.
9. Address for Communication	: Name & Designation: Address: Email ID:

- 4) Other details can be seen in the bidding document. The Tender Inviting Authority (TIA) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the TIA shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- 5) Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

1st Appellate Authority	2nd Appellate Authority
<i><Insert Name, Address, and landline number of second appellate authority></i>	<i><Insert Name, Address, and landline number of second appellate authority></i>

Signature
Tender Inviting Authority

Section II – Instructions to Bidders (ITB)

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Non-Consultancy Services as **specified in the Section-III: Bid Data Sheet (BDS)**, the Procuring Entity **as specified in the BDS**, has issued these Bidding Documents for the delivery of Non- Consultancy Services **as specified in Section-V: Activity Schedule**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of their bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Procuring Entity, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bids submitted by Bidders.
- 1.4 The Bidder may seek clarification and obtain all information that may be necessary for preparing the Bid and entering into a contract for performing the Services.
- 1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.6 The successful Bidder will render intended Services to the procuring entity for the period **as mentioned in the BDS**.

2. Language of Bids

- 2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 Government of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in:-
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including:

- (i) exclusion of the Bidder from the procurement process;
- (ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- (vi) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

4. Conflict of Interest

4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

4.2 Government of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following -

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional

functions or obligations as a procurement official;

- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
 - (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
 - (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.
- 4.3 The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following:--
- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
 - (ii) If they receive or have received any direct or indirect subsidy from any other Bidder;
 - (iii) If they have the same legal representative for purposes of the bid;
 - (iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - (v) If they participate in more than one bid in the same bidding process;
 - (vi) If they have controlling partners in common;
 - (vii) If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way.
- 4.4 In the '**Letter of Bid**' to be submitted by the Bidder, as per format given in **Section-VI: Bidding Forms**, all Bidders shall provide a signed statement that the Bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;
- 4.5 In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary

companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

5. Eligible Bidders

- 5.1 Bidder should be a legal entity registered under relevant laws in India having a formal intent and legal competency to enter into an agreement or contract.
- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any Bidder participating in the procurement process shall:–
- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 5.4 In the '**Letter of Bid**' to be submitted by the Bidder, as per format given in **Section-VI: Bidding Forms**, all Bidders shall provide a signed statement that the Bidder fulfils the eligibility requirements given in ITB Para 5.3;

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section-IV: Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section-VI: Bidding Forms** to furnish relevant information and documents in support of fulfilment of Bidder's qualification, along with its technical bid.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

- 7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any

Amendment issued in accordance with ITB Para 10.

- Section I Notice Inviting Bids (NIB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet
- Section IV Evaluation and Qualification Criteria
- Section V Activity Schedule
- Section VI Bidding Forms
- Section VII General Conditions of Contract (GCC)
- Section VIII Special Conditions of Contract (SCC)
- Section IX Contract Forms

7.2 Unless downloaded directly from the Procuring Entity's website(or eProcurement Portal) **as specified in the BDS**, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarifications of Bidding Documents

8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**.

8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at the its website as **specified in the BDS**.

8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 10.

9. Pre-Bid Meeting

9.1 In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.

9.2 During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, the bidders should submit their queries at least a day prior to the date of pre-bid meeting. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 10 below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

10.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).

- 10.2 Such Amendment(s) will be published on e-Procurement portal **as specified in the BDS** and the same shall be binding on all prospective Bidders.
- 10.3 In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the e-Procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on the portal.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

- 11.1 The technical bids shall be prepared and submitted by the Bidder online on the e-Procurement portal. The technical Bid shall consists of following documents:

Lost of Documents:

S. No	Description of the Documents	Form	Remarks
1	Letter of Bid	1	
2	Bidder Information	2	
3	Bid Security in form of BG	4	If not paid online
4	Processing Fee (Payment Details)	NA	Online
5	Turnover Certificate by Chartered Account	5	
6	Restaurant Staff List	6	
7	List of Clients in Public Sector	7	
8	Power of Attorney for signing the Bid	8	
9	Affidavit by the Bidder	9	
10	Checklist for Technical Bid	10	
11	Audited Statement of Accounts for 3 years	NA	
12	Certificate of Incorporation or Registration	NA	
13	Copy of the FSSAI license	NA	
14	Supply Order/Contract/ Invoice Copy	NA	As per 2.1 (vi) of Section-IV: Evaluation & Qualification Criteria
15	Trade License	NA	
16	GST Registration Certificate	NA	
17	Copy of the PAN (Income Tax)		
18	Copy of the Food license (including off premises).		

19	Any other as mentioned in the BDS		
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11.2 Price Bid (i.e., Priced Activity Schedule) completed in accordance with ITB Para 14 in MS Excel Format; The format is given as **Form-3** of this given in **Section-VI: Bidding Form** for reference only. Financial Bid should be submitted online only.

12. Letter of Bid and Priced Activity Schedule

12.1 The Letter of Bid and Priced Activity Schedule shall be prepared as per the Forms furnished in **Section-VI: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices

14.1 The prices quoted by the Bidder in the Priced Activity Schedule shall conform to the requirements specified below.

14.2 All Schedules / Lots (if any) and items thereunder must be listed and priced separately in the Priced Activity Schedule.

14.3 The Contract shall be for the Services, as described in **Appendix-A** to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.

14.4 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference) and listed in **Section-V: Activity Schedule**. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.5 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.

14.6 The price shall be quoted as specified in the Form of Priced Activity Schedule given in **Section-VI: Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered.

14.7 The Bidder shall quote Prices inclusive of all taxes and duties. GST shall be paid/reimbursed at the applicable rate.

14.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided in the form of **Appendix-D** to the Contract.

15. Bid Currency

- 15.1 The Bidder should submit its quote in Indian Rupees only.
- 15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing the compliance of Non-Consultancy Services

- 16.1 To establish the conformity to the Non-Consultancy Services of the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Non-Consultancy Services conform to the technical specifications and standards specified in **Section-V: Activity Schedule**.
- 16.2 The documentary evidence may be in the form of literature, accreditation or data, and shall consist of a detailed item by item description of the Scope of Services, demonstrating substantial responsiveness to the Scope of Services, and if applicable, a statement of deviations and exceptions to the provisions of the **Section-V: Activity Schedule**.
- 16.3 Standards of the Non-Consultancy Services specified by the Procuring Entity in the Activity Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the **Section-V: Activity Schedule**.

17. Documents establishing the eligibility and Qualification of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Bid, included in **Section-VI: Bidding Forms**.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in **Section-IV: Qualification and Evaluation Criteria**.

18. Period of validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

19. Bid Processing Fee

- 19.1 The Bidder shall furnish as part of its technical bid, the bid processing fee (non-refundable), in the amount if **specified in the BDS**. The bid processing fee shall be through online payment feature available in the e-Procurement portal

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in the BDS**.
- 20.2 Exemption or relaxation on the Bid Security shall be granted only to the class of bidders who are entitled for the same as per Assam Procurement Preference Policy, 2021 or any other Policy or Order of the State Government of Assam. However, the bidder has to submit documentary evidence in support of its eligibility along with the Bid.
- 20.3 The bid security shall be in any of the following forms at the Bidder's option:
- a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
 - b) Bank Guarantee issued by a Scheduled Bank in India; or
 - c) Deposit through Digital mode **as specified in the BDS**;
- 20.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the format provided in **Section-VI: Bidding Forms**. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 20.5 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.
- 20.6 Any bid not accompanied by a Bid Security as specified in ITB Para 20.3 and 20.4 and not secured as indicated in Para 20.5 shall be rejected by the Procuring Entity as non-responsive.
- 20.7 The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 20.8 The bid security originally deposited by a Bidder may be taken in to consideration, in case bids are re-invited, if found valid, if so **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 20.9 The Bid Security of unsuccessful Bidder shall be released within **30 working** days after signing of Agreement and deposit of performance security by the successful Bidder.
- 20.10 The Bid Security of successful Bidders shall be released within 30 working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 41. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful Bidder furnishes the full amount of performance security, if **provided in the BDS**.

- 20.11 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all Bidders after the decision to cancel procurement process.
- 20.12 The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 20.13 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the Bidder withdraws or modifies its bid after opening of bids;
 - (b) when the Bidder does not deposit the required performance security within the specified period; and
 - (c) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 3.

21. Format and Signing of Bids

- 21.1 The bid shall be typed or written in ink with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder in token of acceptance of the terms and conditions of the Bidding Documents. This authorization shall consist of a written confirmation **as specified in the BDS** which shall be attached to the Bid.

D. SUBMISSION AND OPENING OF BIDS

22. Sealing, Marking and Submission of Bids

- 22.1 Bidders shall submit their bids through e-Procurement portal (www.assamtenders.gov.in) only. No other mode of submission shall be accepted. The Bidder must submit the hardcopies of the “Key Documents” in the address and within the timeline as mentioned in the BDS & NIB. The Key Documents shall include:
- (a) Original BG for Bid Security
 - (b) Original Power of Attorney
 - (c) Affidavit by the bidder
- 22.2 Technical and Financial Bid shall be submitted in the designated Folders in the e-procurement portal in the predefined format only.

23. Deadline for Submission of Bids

- 23.1 Bids must be submitted online through e-Procurement Portal no later than the date and time **specified in the BDS**.
- 23.2 The date of submission and opening of bids shall not be extended except when –
- a) sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders

appears to be insufficient for which such extension is required.

23.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended

23.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

24. Late Bids

24.1 E-procurement system does not allow the bidders to submit their bids after the deadline of bid submission.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its bid before the deadline of bid submission.

26. Opening of Bids

26.1 The bids will be opened in the e-procurement portal by the Bid Opening Committee constituted by the Procuring Entity at the time, date and place **as specified in the BDS.**

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders

27.2 Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

28. Preliminary Examination of Bids

28.1 The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
- (b) the bid is valid for the period, specified in the Bidding Documents;
- (c) that the Bid Security and Bid Processing fee has been paid;
- (d) that the bid is unconditional and that the Bidder has agreed to give the required performance

- security; and
(e) whether any other conditions specified in the Bidding Documents are fulfilled.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder in writing for clarification by a specific date regarding its bid specifically therein that if the Bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the Bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 29.2 Any clarification submitted by a Bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;
- 29.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 29.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;
- 29.5 All communication generated as above shall be included in the record of the procurement proceedings.

30. Immaterial Non-conformities in Bids

- 30.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 30.2 The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;
- 30.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the Bidder under ITB Para 30.2.

31. Determination of Responsiveness

- 31.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-
- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of

- the requirements specified in the Bidding Documents; and
- (c) “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- 31.3 A “material deviation, reservation, or omission” is one that,
- (a) If accepted, shall:-
- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- 31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 31.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

32. Nonconformities, Errors and Omissions

- 32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 32.2 Provided that a bid is substantially responsive, the Procuring Entity or authorised representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

33. Correction of Arithmetical Errors

- 33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
- (a) 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, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit

- price shall be corrected;
- (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 33.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 33.1, shall result in the rejection of the Bid.

34. Subcontractors

- 34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Non-Consultancy Services by sub-contractors selected in advance by the Employer.
- 34.2 The Employer may permit subcontracting for certain specialized Non-Consultancy Services as indicated in **Section-V**. When subcontracting is permitted by the Employer, the specialized subcontractor's experience shall not be considered for evaluation.
- 34.3 Bidders may propose subcontracting as **specified in the BDS**

35. Evaluation of Bids

- 35.1 The Procuring Entity / Evaluation Committee shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a Bid, the Procuring Entity / Evaluation Committee shall consider the following:
- (a) evaluation will be done for Items or Schedules / Lots (contracts), as specified in the BDS; and the Priced Activity Schedule as quoted in accordance with ITB Para 14.
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1
 - (c) price adjustment due to discounts offered in accordance with ITB Para 14
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3
 - (e) the additional evaluation factors are specified in **Section-IV: Evaluation and Qualification Criteria**.
- 35.3 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule / Lot (contract) combinations, including any discounts offered in the Letter of Bid Form as specified in BDS and in **Section-IV: Evaluation and Qualification Criteria**
- 35.4 The evaluation of a bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder.
- 35.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition

to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be **specified in Section-IV: Qualification and Evaluation Criteria.**

36. Comparison of Bids

36.1 The Procuring Entity / Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

36.2 The additional criteria for comparison of bid prices of substantially responsive bids are specified in **Section-IV:Evaluation and Qualification Criteria.**

37. Qualification of the Bidder

37.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria **specified in Section-IV:Evaluation and Qualification Criteria.**

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 17.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity / Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. AWARD OF CONTRACT

39. Award Criteria

39.1 Subject to ITB 38.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.

39.2 The contract shall not be awarded to more than one Bidder by splitting the quantity as given in Activity Schedule.

40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Procuring Entity will pay the Service Provider in consideration of the Delivery / Performance of Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 40.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 40.3 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 40.1, requests in writing the grounds on which its bid was not selected.

41. Performance Security

- 41.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security for the amount as mentioned in BDS in accordance with the GCC, using the Performance Security Form included in **Section IX: Contract Forms**, or another Form acceptable to the Procuring Entity.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 41.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

42. Signing of Contract

- 42.1 Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement.
- 42.2 Within fifteen (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

Section III – Bid Data Sheet (BDS)

The following specific data for the Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Para Reference	Particulars
	A. General
ITB 1.1	<p>The Non-consulting Services:</p> <p>Provide Catering Service and engage trained manpower for cooking and serving of food, management of pantry and other related services at <insert location and office>. (The Procuring Entity may modify this as per their actual requirement)</p> <p>The Procuring Entity: <Insert Name of the Procuring Entity></p>
ITB 1.6	Period of engagement is 12 months from the date of commencement of service. This contract may be extended maximum for one more year with mutual consent in similar terms and conditions.
ITB 7.2	www.assamtenders.gov.in
	B. Bidding Documents
ITB 8.1	<p>The Procuring Entity's address for the purpose of any clarification is <insert the official mail ID ></p> <p>Requests for clarification should be received by the Procuring Entity atleast 7 (Seven) days prior to the due date of submission of Bid.</p>
ITB 8.2	www.assamtenders.gov.in
ITB 9.1	<p>Pre-Bid Meeting shall be scheduled: Yes</p> <p>In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under:</p> <p>Name of contact person: <insert></p> <p>Contact Details : <insert contact number></p> <p>Address of Venue : <Insert Address></p> <p>Time and Date : XX/XX/20XX at XX:00 PM</p>
ITB 10.2	www.assamtenders.gov.in
	C. Preparation of Bids

Section III: Bid Data Sheet

ITB 11.1 (20)	The Bidder shall submit the following additional documents in its Bid: <Mention, if any>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.4	The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.
ITB 18.1	The bid validity period shall be 180 days.
ITB 19.1	The amount of Bid Processing Fee (non-refundable) shall be of Rs <insert the amount> (Rupees..... only).
ITB 20.1	The amount of Bid Security shall be Rs.<insert Amount> (Rupeeslakh) only
ITB 20.3 (c)	Bid Security deposit through digital mode shall be though online mode available in e-Procurement portal)
ITB 20.8	Not Applicable
ITB 20.10	The bid security shall not be adjusted with the amount of performance security required from him. The bid security of successful Bidder shall be refunded upon submission of the full amount of performance security by the successful Bidder.
ITB 21.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney/written authorization from Board of Directors.
ITB 22.1	In addition to online submission the bidder shall also submit following documents in hardcopies within due date of submission. <ul style="list-style-type: none"> 1) Original BG for Bid Security: Form-4 2) Original Power of Attorney: Form-8 3) Affidavit: Form-9 <p>The Address for submission of Bid Document is as follows: Attention: <Insert the name> Address: <insert the Address></p> <p>To be submitted in a sealed cover clearly marked on it The name of the bidders, the title of the Bid and the Reference No.(capital letter)</p> <p>The sealed cover containing the hardcopies should reach in the in the above-mentioned address with in due Date & Time as mentioned in NIB.</p>
	D. Submission and Opening of Bids

Section III: Bid Data Sheet

ITB 23.1	Procuring Entity's address for bid submission: Bids shall be submitted online through www.assamtenders.gov.in only. Due Date for Bid Submission: 1) Online : XX/XX/20XX (2:00 PM) 2) Hardcopy (Key Documents): XX/XX/20XX(5.00 PM)
ITB 26.1	The bid opening shall be online through www.assamtenders.gov.in The date and time for Bid opening is : xx/xx/20xx (3:30 PM)
E. Evaluation and Comparison of Bids	
ITB 34.1	Not Applicable.
ITB 34.3	<i>Subcontracting is not permitted.</i>
ITB 35.2 (a)	Bids will be evaluated on the basis of monthly estimated cost of the food items and manpower to be supplied as per the Financial Bid submitted online (i.e. Schedule-III)
F. Award of Contract	
ITB 41.1	The amount of Performance Security will be Rs.XXXXXXXX 00 (Rupees XXXXX lakh) only.

Section IV: Evaluation and Qualification Criteria

Section IV – Evaluation and Qualification Criteria**1. Evaluation Criteria**

- 1.1 The bids shall be evaluated in accordance with the criteria and methodology as prescribed under **ITB 35** and no other factor, methodology or factors shall be used other than that is provided in this bidding document.
- 1.2 The Technical bid shall be evaluated first. The Financial Bid of only those who found technically qualified or responsive shall be considered for evaluation.
- 1.3 For Financial Evaluation Least Cost System shall be followed i.e., the technically qualified bidder having lowest financial quote as per the price schedules for the intender services shall be awarded the contract as most preferred bidder.
- 1.4 Both the estimated monthly cost of the food and manpower to be supplied by the bidder (**as mentioned in Section-VI**) as per the price schedule submitted in its financial bid, shall be the criteria for price comparison.
- 1.5 All other relevant provisions/criteria as mentioned in this bidding document shall be applicable whereas any addition condition or criteria with respect to bid evaluation shall not be considered.

2. Qualification Criteria

- 2.1. The Bidder must fulfill following qualification criteria to be considered for award of contract by the procuring entity:

S. No	Qualification Criteria	Supporting Documents Required	Remarks
(i)	The Bidder should have experience of running its own restaurant (either stand-alone or attached to a hotel) or catering services for more than 3 (three) years as on the due date for submission of this bid.	a) Trade License b) GST Registration Certificate c) Certificate by a Chartered Accountant in the format given under Section-VI Bidding Form as Form-5	
(ii)	The Bidder must have employed at least <i><Insert the Number></i> personnel exclusively for its restaurant or operation and out of which at least 10 (ten) personnel should be professionally qualified (degree or diploma holder) either in hotel management/ Food Science/ Culinary (or equivalent) from a recognized Institute. <i>(Only those who are employed by the Bidder for more than six months as on the due date of submission of bid for its restaurant operation shall be considered for above purpose)</i>	a) Self-certified statement showing the list of employees, who are employed for more than 6 months with the Bidder along with their designation, qualification, and date of joining. (Section-VI: Bidding Forms as Form-6)	

Section IV: Evaluation and Qualification Criteria

(iii)	The Bidder should have a minimum average annual turnover of more than Rs <insert amount> (.....) Crore in last three financial year starting from 20xx-xx exclusively form restaurant and catering business.	a) Turnover Certificate issued by Chartered Accountant. (Form-5) . b) Copies of Audited Statement of Accounts for last three financial years.	
(iv)	The Bidder must have its own inhouse bakery and confectionary unit along with the restaurant.	a) Certificate from Chartered Account to this effect. (Form-5)	
(v)	The bidder should have valid FSSAI license.	a) Self-attested copy of the FSSAI license	
(vi)	The bidder should have experience of execution a minimum of three contracts/supply order for food and catering services to clients in public sector during last three financial years starting from 20xx-xx. <i>For this purpose, only the orders /contracts valuing more than Rs 1,00,000/- (excluding Taxes) shall be considered.</i>	a) Statement showing list of Clients in Public Sector. (Section-VI, Bidding Form Form-7) b) Self-attested copies of the Supply Order / Contract/ Invoice.	

Note:

- (i) Bid Inviting Authority may seek additional documents and/or clarifications, if required, to establish the claim made by the bidder with respect to qualification.
- (ii) Joint Venture bidders are not allowed.

Section V: Activity Schedule

Section V – Activity Schedule

(The scope as defined below are representative in nature, the Procuring entity may need to customize the scope as per actual requirement).

1. Scope of Services

1.1 <Insert Name of the Procuring Authority> has proposed to onboard a service provider for operation and management of catering and pantry services for <insert name and location of the Office/institution>. The Scope of Work shall Include:

(a) Catering Service (Supply of Food & Beverages)

- (i) Supply of snacks and meals (lunches and dinner) for guests and/or inmates
- (ii) Supply of tea / snacks / food for the various meetings and conferences

(b) Deployment of Manpower for <Insert location/office>

S. No	Position	Total requirement	Qualification & Experience	Remarks
1	Pantry Manager	3	Degree/ Diploma in Hotel Management (or equivalent) from a recognized institute ¹ with 2 years of working experience	
2	Chef	4	Degree/ Diploma in Culinary (or equivalent) from a recognized Institute with 5 years of working experience as Chef with expertise in Assamese Cuisine.	
3	Food Server & other Support Staff	14	10 th Std with 2 years of relevant working experience in Hotel or Restaurant	
	Total	21		

Note:

- (i) Above manpower requirement is an estimation, which may vary as per actual requirement.
- (ii) The standard working hour shall be from 9.00 AM(Morning) till 12.00 PM in the night. But in special circumstances the working hours may vary temporarily.
- (iii) The manpower requirement has been calculated for both shifts (9.00 AM to 12 .00 PM).

2. Role & Responsibilities of the Service Provider

¹ The course and the institute must be recognized by appropriate government bodies in India.

*Section V: Activity Schedule***2.1 Hygiene and Cleanliness**

- (a) Keep the premises (pantry, kitchen & storage) cleaned and disinfected and prepare food under utmost hygienic conditions free from any environmental other means of contamination.
- (b) Ensuring food or clean eating utensils are not conveyed through open space or open yard that would expose food to contaminants.
- (c) Cleaning of food, utensils and equipment should follow pre scrapping (to remove most of the food residues, dirt and debris present); washing with warm water and detergent by agitation to loosen the remaining food residue and dirt; Rinsing with clean water to remove the loosened food residues and dirt, and to get rid of the residues of detergent by clean water.
- (d) The containers and other equipment to be used for receiving food products should be clean and sanitized.
- (e) Only Potable water must be used for washing of the vegetables, fruits, soaking of grains, etc.
- (f) Water for drinking, food preparation, dishwashing, cleaning equipment and surfaces directly/indirectly in contact with food, preparation of ice and steam should be of potable quality.
- (g) Food waste, non-edible by product & other refuse shall not be allowed to accumulate in food handling or storage area. It shall be removed periodically with a minimum daily removal so as to avoid accumulation & overflow in food handling, food storage, other working areas & adjoining environment.
- (h) Keep ready washed and clean towels and good quality liquid soaps in washbasin areas in Pantry.
- (i) Vegetarian cutting boards must be sanitized with 50 ppm chlorine and Non-vegetarian cutting board with 100 ppm chlorine with a maximum contact of 2-3 hours.

2.2. Waste Management

- (a) Containers for holding waste should be of adequate size, made of impervious material, leak proof, clearly identified, easy to clean and where necessary to disinfect shall be provided in the premises for collection of waste material in the process.
- (b) Covered waste bins should be used for garbage collection and disposal.
- (c) Waste Disposal should be done through properly segregated color-coded bins namely, as "WET", 'DRY' and OTHER MATERIALS.
- (d) Wet garbage shall be removed from every food zone at least 3 times in a day to avoid cross contamination threats.
- (e) It is preferable to have wet garbage with an in-liner of polythene or such polymer material which prevents leaks and stains in the holding container.
- (f) Garbage to be removed from the food area through food trolleys in order to prevent spillage and decontamination.
- (g) The garbage containers shall be cleaned washed and sanitized with 100-PPM chlorine.
- (h) Waste segregation and disposal shall be done in accordance with the rules laid down by local authority.

2.3 Storage & Handling

- (a) The food flow is to be maintained in one direction (as far as possible); i.e., from receiving—to storage—to preparation—to cooking—to packaging/ serving/ dispatch.
- (b) The storage facilities shall be maintained to avoid cross –contamination during storage permit of adequate maintenance and cleaning and shall avoid pest access and accumulation. Cold Storage facility shall be there for food of Raw materials, work in progress and finished /ready to serve products.

Section V: Activity Schedule

- (c) The storage area for Raw food shall be separate from the area of Work-in progress, processed, cooked and packaged products. In addition, the containers made of non-toxic materials shall be arranged for storage of Raw materials, work in progress and finished /ready to serve products.
- (d) Packaging materials storage room for Storing should be closed from all sides to restrict entry of flies, rodents, and insects. Pests etc.
- (e) There should be a proper pest control program that should be repeated every 15 days.
- (f) Vegetarian and Non-Vegetarian products must not be received together. Receiving area must be clean and Sanitized after receiving meat products to avoid cross contamination. Also receiving meat and sea food together shall be avoided. In case these products are being received at the same time it must be ensured that they shall kept in separate packaging and not coming in contact with each other. Also it is ideal to receive food and nonfood products separately.
- (g) All receiving temperature of potentially high-risk food should be at or below 5 degree centigrade and receiving temperature of frozen food should be -18 degree centigrade.
- (h) Food items being rejected should be returned to the supplier at the time of receiving, if that is not possible then the rejected food products should be stored separately. There shall be a record of rejected materials indicating reason of rejection.
- (i) The packed food materials /ingredients shall be stored on rack/pallets such that they are stored 3-4 inches off the floor on pallets and at least 12 inches off the wall to ensure easy and adequate cleaning and prevent harboring of any insects, pests or rodents.
- (j) All food being stored shall be kept covered with food grade lid or food grade cling film. It is important to remember that not all plastic cling wraps available in market are food grade. Only Food grade cling wraps would be used.
- (k) Only food grade containers shall be used for storing food products.
- (l) The storage of Raw materials, ingredient's, work-in-progress and finished packed products shall be subjected to FIFO (First in First Out), FEFO (First expire First out).
- (m) Proper date and Timing of tagging of food products being stored should be done, to ensure proper stock rotation and prevent spoilage of food.
- (n) Food vans used for carrying food from service providers facility must be covers and should have prior locks to prevent entry of rodents and pests and be protected against any other threat to food safety during transport.
- (o) No food should be used if transport is got stuck in flood or if there is a leak from the roof of such transport due to rain. Food transport vehicles shall not be parked in areas of public sewage or near industrial effluents pools or where there is likelihood of industrial emission entering such vehicle.

2.4 Separation of Veg & Non-veg Food items

- (a) The container for vegetarian and non-vegetarian food products should be separate and preferable color coded.
- (b) No same knife, spoon, thermometer should be used for vegetarian and non-vegetarian products. They should be cleaned and Sanitized after each use.

2.5 Quality Assurance

- (a) All items to be served for breakfast, lunch, dinner etc. should be freshly prepared using good quality of ingredients. The service provider will arrange grocery, vegetables, oil, etc. required for preparation of food items. Items of standard quality should only be used.
- (b) The Bid Inviting Authority will provide a cooking space with induction cooking stove. Gas and other equipments as required will be managed by the service provider. Service Provider authorised to use the facilities available for catering purpose. The food items which is to be

Section V: Activity Schedule

- sourced from the Service Providers facility in Guwahati may be transported vide suitable transformation mode to ensure the food quality and hygiene.
- (c) All other cooking and serving accessories like utensils, cooking vessels and other items and equipments will be arranged by the service provider who will also ensure that these shall be maintained and kept spotless clean. All cooking and serving accessories shall be made of 304 stainless steels only. No aluminum vessels should be used.
 - (d) Equipment used to cook, heat treat, cool store, freeze or serve food shall be designed to achieve the required food temperature as rapidly as necessary to meet the food safety requirements and maintain them effectively.
 - (e) All packaged raw materials, food additives, colors etc. Being purchased as a raw material or direct consumption shall be purchased from FSSAI licensed/registered vendor should conform to FSSAI standards or guidelines.
 - (f) Wherever felt necessary, the competence of supplier to deliver and handle food will be checked by a competent authority designated by the Procuring Entity especially in case of high-risk foods.
 - (g) All the packaged produce being received shall be checked for its quality. Checking of the expiry /best before date, packaging integrity, Storage condition and temperature, etc to ensure the quality of product may be verified through surprise inspection.
 - (h) Only fresh farm produce such as fruits and vegetables etc being purchased from vendors in Mandis or directly selling from farms may be exempted for not having FSSAI license. Such produce should be checked thoroughly to ensure there is no spoilage, bacterial or fungal infestation e.g., leafy vegetables should be tied with jute rope, the leaves should not be wilted and should be fresh. Similar check should be made for all raw produce being received.
 - (i) Vegetables and fruits should not be colored using artificial non-food paints and colorants. They should be checked by rubbing with tissue paper and if required may be with the help of alcohol spray along with rubbing with the tissue.
 - (j) Records showing the dates, description, quantities and sources /destination of supply should be kept and well maintained for audits. Temperature monitoring of all perishable and high-risk items must be done for every batch of receiving and a record shall be maintained.
 - (k) The Vendor should maintain at least two color coded chopping boards, for the purpose mentioned below:
 - 1) Red for meat and Poultry
 - 2) Blue for Raw fish and shellfish only
 - 3) Grey for Raw unwashed vegetables and fruits only.
 - 4) Yellow for Ready to Eat and Cooked Food.
 - 5) Green for vegetables
 - 6) White for bakery and milk product.
 - (l) It should be important to use separate color-coded chopping boards, knives for following to prevent cross contamination.
 - 1) Vegetarian and Non-Vegetarian Food.
 - 2) Raw and Cooked Food
 - 3) Meat and Sea Food
 - (m) Pre-prepared wet items like pastes or chutneys must be date tagged with time before storing them for later use and should be used following FIFO.
 - (n) After thawing product must be used within 12 hours.

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- (o) Items being thawed should be labeled with defrost date to indicate the beginning of second shelf life.
- (p) Only packaged oil from FSSAI licensed manufacture shall be used in food preparation.
- (q) Reheating of food should be done through direct method
- (r) High risk foods such as meat, poultry, fish and gravies should be reheated only once and consumed. The leftover after that shall be discarded.
- (s) The equipment being used for portioning such as spoons, ladles, chopping board set, shall be used for each food product being portioned.
- (t) High risk food shall reach the point of consumption within 2 hours of preparation and should be consumed immediately.
- (u) All bottles of mineral water, packed drinks in bottles or tetra pack, bread etc. should have batch no.; manufacture date; use by date/ expiry date and FSSAI badge.
- (v) The Procuring Entity reserves the right to inspect on random basis the premises/kitchen and pantry facility of the service provider where the food is prepared and the food that is being supplied through the authorised representative and appropriate government agency.
- (w) The service provider will maintain a feedback register to ensure improvement in quality of food and cleanliness of the dining area.
- (x) Service provider shall ensure all tables and chairs, napkins, table mats and all accessories and layout are clean and arranged properly.

2.6 Personal Hygiene

- (a) Food handlers shall undergo a medical examination by a registered medical practitioner annually to ensure that they are free from any infection & other communicable disease. A record of these examination shall be maintained.
- (b) Food handlers suffering from of a disease shall not be allowed to handle food or material which comes in contact with food.
- (c) Employees shall report the following conditions to the supervisor for possible exclusion from food handling areas-jaundice, diarrhea, vomiting, fever, sore throat with fever, visibly infected lesions, boils, cuts or sores & discharge from ears, eyes or nose.
- (d) Personnel with open cuts, wounds or burn shall be required to cover them with suitably waterproof dressing before starting operation. Nails should be cut evenly and there should not be any accumulation of dirt in nails.
- (e) Food handlers shall maintain high degree of personal hygiene. They should wear appropriate protective uniform and should cover their heads with disposable caps.
- (f) All people entering the food handling area shall wash their hands.
- (g) The manpower deployed by the service provider should be fully vaccinated against Covid-19.
- (h) All the manpower deployed by the service provider should be always in uniform and be in neat attires.
- (i) The service provider will provide all the uniforms, protective gears etc. as needed.

2.7. Protocols for Food Service & Display

For displaying during buffet and other occasions the following rules will be applicable

- (a) Hot food should be kept in heating containers. Temperature should be monitored at regular intervals.
- (b) Cold food should be kept on ice during display.
- (c) Dry savorys can be at displayed at room temperature with the indication of use by date visible to consumer.
- (d) Disposing Service plates, cutlery, serving spoons etc. shall be food grade quality.

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- (e) Dispensing containers and accompaniments at dining service such as salt, pepper, ketchup and sauces should be kept in clean food grade containers. These containers should be cleaned regularly also at the time of refill.
- (f) Anything that is given as mouth freshener must comply with standards in the regulation and if it is an outsourced prepacked item, it shall be a license or FSSAI registered product.
- (g) The food shall be served in respective chamber of official functionaries, conference hall, meeting rooms, etc. as per requirement.

2.8 Security Protocol

- (a) The service provider must follow all rules as may be framed by the competent authority from time to time regarding movement of material and equipment to and from the campus, issue of identity cards and control of entry of personnel.
- (b) All furniture's, equipment, kitchenware, crockery etc. at the Pantry room of Procuring Entity will be at the disposal of the service provider who will be awarded the contract. Loss or theft of property of the pantry room will be responsibility of the service provider and in case of any loss will have to be replaced by the service provider at their own cost.

2.9 Other Service Conditions**(a) Placing of Order & Timeline for Service**

- The catering / pantry plan for the day will be based on the engagement plan of the CM, which will be prepared one day in advance. Orders shall be placed by the designated official vide E-mail, WhatsApp, or SMS
- Tea and Biscuits will have to be supplied within 5 minutes of placing of order. The tea and smaller meals can be prepared in the inhouse pantry facility available.
- Snacks / High tea will have to be supplied within 30 minutes of placing order.

(b) Preparation & Maintenance of Stock

- The cooked meals and other food items will have to be prepared by the service provider in the modern kitchen of its own restaurant or hotel ss used for its regular business.
- The service provider is not allowed to outsource / sub-contract the preparation of any items except off-the shelf packed food items.
- The Service Provider shall ensure availability of the routine items in the inhouse pantry of both CMS & RO (Residence Office).

2.10 Compliance to Labour Laws

- (a) The service provider shall ensure that no labour dispute is referred to Government of Assam. The Service Provider always should indemnify the Government of Assam / its officials against all claims, damages or compensation under provision of Payment of wages act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workman Compensation Act 1923, Industrial

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Disputes Act 1947, Maternity Benefit Act 1961, Delhi Shops and Essential Act or any modification thereof or any other law relating thereto, and rules made hereunder from time to time.

- (c) The Contract shall initially be valid for a period of 1 (One) year and maybe extended for another year subject to satisfactory performance and mutual acceptance on same terms and conditions.
- (d) If any personnel employed by the service provider is found guilty of any misconduct, the service provider must immediately replace him/her on written instruction from the competent authority.

3. Responsibility of the Procuring Entity

- (a) Inform the service provider the daily requirements (Lunch, Dinner, Snacks or Hi Tea) in advance except in case of exceptional circumstances.
- (b) Provide ready space with water supply and electricity for inhouse pantry, storage, and kitchen (with induction cooker) in CM's secretariate and Residence office. The service provider shall arrange other equipment, utensils, crockery, cutleries, and fittings (including gas stoves, refrigerators, etc.) as per the requirement.
- (c) Facilitate movement of staff members and materials through security check points, if required.
- (d) Release payment against monthly bills raised by the service provider towards manpower cost and catering services within 30 days of received of final bill.

4. Menu and Pricing of Items

- (a) The prices of the items will remain fixed during the contract period. In case of extension of the contract an annual price escalation @ 5% will be considered.
- (b) The authority may, on some special occasions, ask the service provider for some very special food item Guests. or any other official event, the rate of which may be fixed on negotiation/ reasonableness.
- (c) The Service provider may introduce additional food items not mentioned in the Price Schedule/Contract; however the price of such food items shall be fixed mutually on the approval from Authority.
- (d) The quantities and items provided in the Priced Activity Schedule is indicative only. The Service provider should note that there are no guaranteed minimum quantities and the unit rates discovered will be used to make payment based on actual supply of items.
- (e) No items as mentioned in the Priced Activity Schedule can be refused to be supplied by the successful bidder after execution of the contract.

Section VI – Bidding Forms

Form-1: Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Bid Submission]**

Bid Ref. No.: **[insert number of bidding process]**

To: **[insert complete name of Employer]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Completion Schedules specified in the Activity Schedule the following Non-Consultancy Services **:*[insert a brief description of the Non-Consultancy Services]***;
- (d) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB 13;
- (g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents
- (i) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract

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- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (a) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (b) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (c) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (d) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed

Form-2: Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Details of the Contact Person Name: Designation: Contact Number: Email ID:
6. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document

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Form-3: Priced Activity Schedule

(This format is only for reference, actual price bid to be submitted online (only) using the BoQ available in the e-Procurement portal for downloading. Bids shall be liable for rejection if submitted other than online mode)

Schedule-A: Monthly Cost of Food Items

SN	Description of Item		Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
				a	b	c	d=a(b+c)
1	Tea & Coffee	Tea (with 2 cookies/ slice cake)	150 ml	9000			
		Flavored Tea or Herbal Tea (with 2 cookies / slice cake)	150 ml	10			
		Filter Coffee (with 2 cookies / slice cake)	150 ml	10			
2	Beverages	Fresh Lime Water (Per Glass)	220 ml	10			
		Fresh Lime Soda(Per Glass)	220 ml	10			
		Fresh Juice (Per Glass)	220 ml	20			
		Tender Coconut Water (Per Glass)	220 ml	20			
		Aerated Beverages (Per Bottle or Per Can)	200 ml	10			
		Packaged Drinking Water (Per Bottle)	500 ml	2000			

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SN	Description of Item		Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
				a	b	c	d=a(b+c)
3	Veg Snacks	Packaged Drinking Water (Per Bottle)	250 ml	2000			
		Veg Pakoda (Per Plate 6 pc)	200 gm	100			
		Paneer Pakoda (Per Plate 6 pc)	220 gm	10			
		Veg Momo (Per Plate 6 pc)	200 gm	300			
		Veg Grilled Sandwich(Per pc)	80 gm	100			
		Veg Roll (Per pc)	180 gm	20			
		Cheese Chilly Toast (Per plate 4 pc)	180 gm	10			
		Veg Cutlets (Per Plate 2 pc)	180 gm	50			
		Vegetable Maggie (Per plate)	180 gm	60			
		Veg Grilled Sandwich (Per Plate 2 pc)	180 gm	5			
4	Non Veg Snacks	French Toast (Per Plate 4 pc)	180 gm	10			
		Egg Roll	180 gm	10			
		Chicken Pakoda (Per Plate 6 pc)	220 gm	5			

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
			a	b	c	d=a(b+c)
	Chicken Momo (Per Plate 6 pc)	200 gm	300			
	Grilled Chicken Sandwich (Per Plate 2 pc)	200 gm	5			
	Chicken Roll (Per pc)	200 gm	5			
	Chicken Cutlets (Per Plate 2 pc)	180 gm	5			
5	Desserts (Per Pc)	Bun (2 pc)	80 gm	400		
		Cup Cake	70 gm	10		
		Gulab Jamun	60 gm	250		
		Rashgulla	50 gm	10		
		Dry Gula	50 gm	10		
		Kalakhand	45 gm	10		
		Rashmalai	60 gm	10		
		Kaju Barfi	30 gm	10		
		Gajar ka Halwa	80 gm	10		

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
			a	b	c	d=a(b+c)
	Pastry	100 gm	10			
	Caramel Custard	60 gm	10			
6	Ready to eat (Per Plate)	Salted Dry Nuts	60 gm	80		
	Freshly Cut Fruits	150 gm	60			
	Boondia Bhujia	80 gm	900			
	Salted Mixture	60 gm	400			
	Boiled Chana	120 gm	50			
7	Special Combo Meal Per Plate	Chapati and mutton kosha(3pc)	Chapati 2 pcs 120g mutton kosha 180 gm	5		
	Jeera rice and chicken curry (3 pc)	Rice 200 gm Chicken curry 180gm	5			
	Veg pulao and mutton curry (3 pc)	Veg pulao 220 gm mutton curry 180 gm	5			
	Lacha naan and chicken lababdar (3 pc)	Naan 120 gm Chicken Lababdar 180 gm	5			

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)	
			a	b	c	d=a(b+c)	
		Jeera rice and paneer butter masala	Rice 200 gm Paneer 150gm	5			
		Veg fried rice and chilly paneer	Rice 200 gm Paneer 150 gm	5			
		Veg fried rice and chilly fish (4 pc)	Rice 200 gm Fish 180gm	5			
		Veg hakka noodles and chilly paneer (4 pc)	Noodles 200 gm Paneer 150 gm	5			
		Veg hakka noodles and chicken manchurian(4 pc)	Noodles 200 gm Chicken 180 gm	5			
		Veg hakka noodles and chilly fish (4 pc)(Served With Salad, Chutney and Sauce)	Noodles 200 gm Fish 180 gm	5			
8	Soup (Vegetarian)	Veg Manchow Soup	350 ml	5			
		Tamatar Tulsi ka Shorba	300 ml	5			
9	Soup (Non-Vegetarian)	Chicken Manchow Soup	350 ml	5			
		Chicken Lemon & Coriander Soup	350 ml	5			
10	Vegetarian Salads	Green Salad	220 gm	5			
		Classic Caesar Salad	220 gm	5			

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
			a	b	c	d=a(b+c)
		Chicken Tikka Salad	220 gm	5		
11	Appetizer (Indian) Vegetarian	Bhatti ka Paneer	300 gm	3		
		Chilly Corn Kebab	300 gm	3		
12	Appetizers (Indian)Non - vegetarian	Bhatti Ka Murgah	350 gm	3		
		Methi Murg Malai Tikka	350 gm	3		
		Chicken Tandoori (Half)	300 gm	4		
		Chicken Tandoori(Full)	550 gm	2		
		Ambedi Fish Tikka	350 gm	2		
		Tandoori Prawns	350 gm	2		
		Mutton Galouti Kebab	350 gm	2		
13	Appetizers (Oriental) Vegetarian	Pan Fried Chilli Paneer	250 gm	2		
		Shanghai Spring Roll (6 Pc)	300 gm	2		
14	Appetizers (Oriental)	Lat-Me-Kai	350 gm	2		

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)	
			a	b	c	d=a(b+c)	
	No-vegetarian	Drums of Heaven	350 gm	2			
		Singaporean Chilli Garlic Prawn	350 gm	2			
		Pan Fried Chilli Lamb	350 gm	2			
		Fish Finger	400 gm	2			
		Tomato & Olive Bruschetta	300 gm	5			
15	Main Course (Indian)-Vegetarian	Malai Kofta	380 gm	5			
		Dhingri Matar Hara Pyaz	380 gm	5			
		Lucknow style Vegetable Jalfrezi	380 gm	110			
		Dal Lasooni Tadka	250 gm	5			
		Dal Makhani	300 gm	5			
16	Main Course (Indian)Non-Vegetarian	Chicken Lababdar	380 gm	5			
		Chicken Reshni Kosha	380 gm	5			
		Methi Murga Dum Pukht	380 gm	5			

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
			a	b	c	d=a(b+c)
		Local Bhokua fish (Kalia/Aloo Bilahi Curry/Mustard Curry/Tawa)	380 gm	5		
		Aari fish ((Kalia/Aloo Bilahi Curry/Mustard Curry/Tawa)	380 gm	5		
		Prawn (Lababdar/Curry/Aloo Bilahi/Malwani Masala)	380 gm	5		
		Mutton (Kosha/Curry/Jungli Masala/Roganjosh/Korma/Nihari)	380 gm	5		
17	Biryani/Rice (Indian) (Vegetarian)	Vegetable Dum Biryani	350 gm	5		
		Badshahi Kaju Kishmish Pulao	350 gm	5		
		Basmati Steamed Rice	350 gm	5		
18	Biryani/Rice (Indian) (Non-vegetarian)	Murga Dum Biryani	350 gm	5		
		Dhakai Kacchi Mutton Dum Biryani	350 gm	5		
		Chicken Tikka Pulao	350 gm	5		
19	Indian Breads	Tawa Roti	60 gm	10		
		Plain Naan	80 gm	10		
		Butter Naan	80 gm	10		
		Assorted Bread Basket (Tandoori roti+naan+masala kulcha+lacha paratha 1 pcs each)	200 gm	5		

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SN	Description of Item		Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
				a	b	c	d=a(b+c)
20	Exclusive Officers Thali (Every Thali consists of 8 chef special items)	Indian /Chinese Veg Thali	600 gm	10			
		Indian/Chinese Non veg Thali	600 gm	10			
		Indian/Chinese Non veg Thali(Chicken & Fish)	600 gm	10			
		Indian/Chinese Non veg Thali(Mutton & Fish)	600 gm	10			
21	Main Course (Oriental)-Vegetarian	Exotic Vegetables in Chili Basil Sauce	350 gm	5			
22	Main Course (Oriental)-Non-Vegetarian	Kung Pao Chicken	380 gm	5			
		Shredded Chicken in Hunan Sauce	380 gm	5			
		Stri Fried Chicken with Sweet Pepper & Leafy Greens	380 gm	5			
		Prawn-Choice of Sauce (Chili Garlic/Oyster/Szechwan)	380 gm	5			
		Stir Fried Lamb with curry leaves & dry chili	380 gm	5			
23	Rice (oriental) Vegetarian	Vegetable Fried Rice	350 gm	5			
		Chinese Five Spice Fried Rice	350 gm	5			

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SN	Description of Item		Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
				a	b	c	d=a(b+c)
24	Rice (oriental) Non Vegetarian	Chicken Fried Rice	350 gm	5			
		Egg Fried Rice	350 gm	5			
		Chicken Burnt Garlic Fried Rice	350 gm	5			
		Mixed Fried Rice (Chicken & Egg)	350 gm	5			
25	Noodles (Oriental) Vegetarian	Veg Hakka Noodles	350 gm	5			
		American Chop Suey	400 gm	5			
26	Noodles (Oriental) Non vegetarian	Chicken Hakka Noodles	350 gm	5			
		American Chop Suey	350 gm	10			
		Chicken Chop Suey	350 gm	10			
		Egg Hakka Noodles	350 gm	5			
		Mixed Noodles	350 gm	5			
27	Main Course (Around the World)- Vegetarian	Veg Lasagna	350 gm	5			
		Penne Pasta-choice of sauce 400/- (Basil pesto /Alfredo/Arabiata/White)	350 gm	50			

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SN	Description of Item	Measurement of each unit	Estimated Quantity reqd. per month	Unit Rate excluding GST (in INR)	GST per unit (in INR)	Cost Per Month including GST (In INR)
			a	b	c	d=a(b+c)
28	Main Course (Around the World)-Non-Vegetarian	Chicken Lasagne	350 gm	2		
		Roast Chicken (Full)	700 gm	2		
		Roast chicken (Half)	400 gm	2		
		Grilled Chicken	380 gm	2		
		Herb Crusted Baked Fish	380 gm	2		
		Grilled Fish in lemon Butter & Coriander Sauce	380 gm	2		
29	Desserts	Pineapple Souffle	120 gm	5		
		Nolen Gur	120 gm	5		
		Honey Almond Soufflé	80 gm	5		
		Total Food Cost per Month(A)				

Signature and seal of Bidder's authorized signatory

Section VI: Bidding forms

Schedule-2: Monthly Manpower Cost

S. No	Description/Position of the manpower to be provided by the Service provider.	Number of Position	Rate per person per month (inclusive of all expenses taxes as applicable)	Total Monthly Cost	Qualification & Experience
	1	2	3	4=3x2	
1	Pantry Manager	3			Degree/ Diploma in Hotel Management (or equivalent) from a recognized institute ² with 2 years of working experience
2	Chef	4			Degree/ Diploma in Culinary (or equivalent) from a recognized Institute with 5 years of working experience as Chef with expertise in Assamese Cuisine.
3	Food Server/Support Staff	14			10 th Std with 2 years of relevant working experience in Hotel or Restaurant
Total Manpower Cost per Month (B)					

Schedule-3: Manpower & Food Cost for Price Comparison

S. No	Description of the Cost Components	Total Monthly Cost (All inclusive)
1	Monthly Food Cost calculated based on estimated requirement as per Schedule-1	As per Schedule-1
2	Monthly Manpower Cost calculated based on estimated requirement of manpower as per Schedule-2	As per Schedule-2
Total monthly cost for Price Compression		

² The course and the institute must be recognized by appropriate government bodies in India.

Form-4: BG for Bid Security**(Bank Guarantee Format for Bid Security)**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *[insert name and address]*

Bid Ref. No.: *[insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Bid Ref. No. _____ ("the Bidding Documents").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form-5: Certificate by Chartered Accountant**Turnover Certificate***(On the letterhead of Chartered Accountant/Statutory Auditor)*

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 20xx-xx, 20xx-xx and 20xx-xx (or 20xx-xx, 20xx-xx and 20xx-xx, if audit for the Financial Year 20xx-xx has not been completed as on the due date of submission of proposal). Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

Financial Information	Financial Year			(Amount in INR)
	20xx-xx (or 20xx-xx)	20xx-xx (or 20xx-xx)	20xx-xx (or 20xx-xx)	Average
	Audited	Audited	Audited	
Total Turnover during the year				
Turnover from Restaurant and Catering business				

This is to certify that the M/s.....is in restaurant and/or catering business for more than 3(three) years as on the due date for submission of bid i.e.,.....

Date:
Place:

Signature and seal of the CA firm

UDIN :.....

Note:

- a) The bidder must furnish audited financial statements for the above-mentioned financial years.

Form-6: List of Employees

STAFF LIST

Name of the Bidder:

Address:

S. No	Name of the Employee ³	Position	Qualification & Name of the Institute	Date of Joining	Brief Job Responsibility
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

Signature of the Bidder/Authorised Signatory
Name:

³ Only the employees who are employed for month than 6 months as on the due date of submission of bid

Form-7: List of Clients in Public Sector

S. No	Name of the Clients in Public Sector	Supply Order No. & Date⁴	Value of the Order⁵	Nature of Service	Financial Year
1					
2					
3					

Signature of the Bidder/Authorised Signatory

Name:

⁴ *Self-attested copies of the Supply Order /Contract/ Invoice to be enclosed*

⁵ *For this purpose, only the orders/contracts valuing more than Rs 1,00,000/- (excluding Taxes) shall be considered.*

Form-8: Power of Attorney for Signing of Bid**Format for Power of Attorney for Signing of Bid
(On a Stamp Paper of Rs 100/-)****Power of Attorney**

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200__

For _____
(Signature)
(Name, Designation and Address)

Accepted _____
(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

FORM-9: Affidavit by the Bidder**Affidavit**

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason.
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) All the information and documents furnished by us with the Bid are true and correct.
- (v) There is no conflict of interest in submitting this Bid.
- (vi) We shall abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [insert number & date] for supply of [insert the name of the items/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorised Representatives

Form-10: Checklist of Documents**(Technical Bid)**

S. No	Description of the Documents	Form	Page Number		Remarks
			Start	End	
1	Letter of Bid	1			
2	Bidder Information	2			
3	Bid Security in form of BG	4			If not paid online
4	Processing Fee (Payment Details)	NA			Online/DD/BC
5	Certificate by Chartered Account	5			
6	Restaurant Staff List	6			
7	List of Clients in Public Sector	7			
8	Power of Attorney for signing the Bid	8			
9	Affidavit by the Bidder	9			
10	Check List	10			
11	Checklist for Technical Part	10			
12	Audited Statement of Accounts for 3 years	NA			
13	Certificate of Incorporation or Registration	NA			
14	Copy of the FSSAI license	NA			
15	Supply Order/Contract/ Invoice Copy	NA			As per 2.1 (vi) of Section-IV: Evaluation & Qualification Criteria
16	Trade License	NA			
17	GST Registration Certificate	NA			
18					
19	Others, If any				

Section VII - General Conditions of Contract

Section VII - General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, **as named in SCC**;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (f) “Employer” means the party who employs the Service Provider **as specified in SCC**.
- (g) “GCC” means these General Conditions of Contract;
- (h) “Government” means the Government of Assam;
- (i) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (j) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (k) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (l) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer **as specified in SCC**;
- (m) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer

- (p) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendix-A**; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (q) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Union of India.
- 1.3 Language** This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
- 1.5 Location** The Services shall be performed at such locations as are specified in **Appendix-A**.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Government of Assam** The Service Provider shall permit the Government of Assam and/or persons appointed by the Government of Assam to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Auditors appointed by the Government of Assam, if requested. Any act of the Service Provider that intended to materially impede the exercise of the Government of Assam’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Government of Assam’s prevailing sanctions procedures).
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Code of Integrity** The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Service Provider and their representatives participating in a procurement process or other

persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity

Government of Assam prescribes to the Employer and Service Provider to uphold the Code of Integrity, which prohibits officers or employees of a Employer or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in -
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity
 - d) during the last three years or of any debarment by any other Procuring Entity

In case of any breach of the Code of Integrity by a Service Provider or a prospective Service Provider, as the case may be, the Employer/Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the Service Provider from the procurement process;
- b) recovery of payments made by the Employer along with interest thereon at bank rate;
- c) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- d) debarment of the Service Provider from participation in future procurements of the Government of Assam for a period not exceeding three years.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party
- 2.4.1 Value Engineering** The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be **the percentage specified in the SCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Section VII – General Conditions of Contract**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider**3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

- 3.2.1** The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.2** Conflict of interest for a Employer or its personnel and Service Provider is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 3.2.3** Government of Assam describes the situations in which an Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following –
- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
 - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;
 - c) Conflict of Interest also includes the use of assets of the Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favour;
 - d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Employer;
- 3.2.4** The situations in which Bidder participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
 - b) If they receive or have received any direct or indirect subsidy from any other bidder;

Section VII – General Conditions of Contract

- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

3.2.5 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-contractors and any entity affiliated with such Sub-contractor, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider’s Actions Requiring Employer’s Prior Approval The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in **Appendix-C** (“Key Personnel and Subcontractors”),
- (c) changing the Program of activities; and
- (d)** any other action that may be **specified in the SCC**.

3.6 Reporting Obligations The Service Provider shall submit to the Employer the reports and documents specified in **Appendix-B** in the form, in the numbers, and within the periods set forth in the said Appendix.

Section VII – General Conditions of Contract

- 3.7 Documents Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**
- 3.8 Liquidated Damages**
- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- 3.8.2 Correction for Overpayment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost **of having the Defect corrected, assessed as described in Sub-Clause 7.2 and** specified in the SCC.
- 3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 45 days from the Completion Date of the Contract in case of a bank guarantee.

4. Service Provider’s Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in **Appendix-C.** The Key Personnel and Subcontractors listed by title as well as by name in **Appendix-C** are hereby approved by the Employer.

Section VII – General Conditions of Contract

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer**5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under **Appendix-E**.

6. Payments to the Service Provider**6.1 Lump-Sum Remuneration**

The Deleted

6.2

Contract Price: The contract price (or schedule of rates) for the food items, services or personnel to be supplied/deputed by the Service provider as per the Schedule of requirement is the price offered by the Service provider and agreed by the Employer.

6.3 Payment for Additional Services

Payment of additional services or supplies not covered under the agreed and contracted schedule of rates/contract price shall be decided on mutually agreed terms.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Dayworks

Deleted

7. Quality Control**7.1 Identifying Defects**

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

Section VIII - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	The contract name is “Engagement of an Agency to Provide Catering and other related Services at <Insert name of the Office or Location>”.
1.1(f)	The Employer is : <Insert Name of the Procuring Authority>
1.1(i)	The Member in Charge is _____ [insert name of Member in Charge, in case bidder is JV]
1.1(l)	The Service Provider is _____ [insert name of Service Provider]
1.6	<p>The addresses are:</p> <p>Employer : _____</p> <p>Attention : _____</p> <p>Facsimile : _____ E-mail: _____</p> <p>Service Provider : _____</p> <p>Attention : _____</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: [name, title] _____</p> <p>For the Service Provider: [name, title] _____</p>
2.1	The date on which this Contract shall come into effect is the date of contract signing.
2.2.2	The Starting Date for the commencement of Services is 15 days from the date of Contract signing.
2.3	The Intended Completion Date is _____.
2.4.1	Not Applicable
3.2.5	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.4.g</p> <p>Yes</p>

Section VIII: Special Conditions of Contract _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Employer's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.6	Not Applicable
3.7	Not Applicable
3.8.1	Not Applicable
3.8.3	Not Applicable
5.1	Not Applicable
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> • The payment shall be made by the Employer (i.e., CMS) to the Agency (Service Provider) on monthly basis against valid invoice. • The Agency must submit with the employer the monthly bill separately towards the cost of catering Services and manpower in the following month. • GST shall be paid or reimbursed on actual at applicable rate. • Payment shall be made within 30 days of receipt of the invoice • No Mobilization Advance will be paid.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: Random inspection by all regulatory and competent authorities, as may be applicable.</p> <p>The Defects Liability Period is Not Applicable</p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Indian Council of Arbitration. c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Indian Council of Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>a) proceedings shall be held in Guwahati, <i>India</i></p> <p>b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

Section IX - Contract Forms

Form-1: Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Employer]

..... **date**

To: **[insert name and address of the Service Provider]**

Subject: **Contract No.**

This is to notify you that your Bid dated _____ [insert **date of bid submitted by the bidder**] for providing catering and related services at <insert name of the office /location> against Bid Invitation Ref. No. _____ (**insert Bid Ref. No.**) is hereby accepted by the Employer for the rates as offered vide your bid, as which is corrected and modified in accordance with the Instructions to Bidders. Please also find the Schedule of Rates as annexure to this.

You are requested to furnish the Performance Security of Rs<Insert the Amount>/-(Rupees..... lakhs only) within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in **Section-IX: Contract Forms** of the Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

Form-2: Form of Contract

AGREEMENT

(Rs 100.00 non-judicial stamp paper)

THIS AGREEMENT made on the <insert day month & year > between Government of the State of Assam represented by < insert the name of the authority who is signing this agreement> (hereinafter called the “**Authority**”) which expression shall, where the context so admits, be deemed to include his/her successors in office and assigned) of one part

AND

<insert name of the winning bidder> (hereinafter called the “**Agency**”) represented by (Name of the Authorized Signatory and Designation), Aged..... years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the *Authority* had invited Bids from eligible parties for selection of an Agency to provide catering and related services at <insert name and location> vide Bidding Document Reference No.....Dated.....

WHEREAS the Agency had submitted proposal in response to the Bidding Document issued by the Authority. The *Authority* declared the Agency as the preferred bidder based on the technical and financial proposal submitted. The Agency agreed to offer the service (catering and manpower) in the manner and as per the terms and condition in the Bidding Document for a consideration as offered in the financial bid and mutually agreed.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - (a) the Letter of Acceptance;
 - (b) the Service Provider’s Bid
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Activity Schedule (Scope of Services);
 - (f) the Priced Activity Schedule; and
 - (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
 - Appendix A: Description of the Services
 - Appendix B: Not Used
 - Appendix C: Not Used
 - Appendix D: Schedule of Rates (for food items and manpower supply)

Appendix E: Not used

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

(For the Authority)

(Signature, Name, Designation and Address with Office seal)

In presence of:

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

(For the Agency)

(Signature, Name, Designation and Address with Office seal)

In presence of

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)

Form-3: Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: *[insert name and Address of Employer]* **Date:** *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] () [insert amount in words]*,¹ such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... 2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

- 1) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*
- 2) *Insert the date twenty-eight days after the expected completion dates described in GC Clause 18.4. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Appendices to Contract

Appendix A - Description of the Services

As Defined under Section-V: Activity Schedule

Appendix B - Schedule of Payments and Reporting Requirements

Not Applicable

Appendix C - Key Personnel and Subcontractors

Not Applicable

Appendix D – Contract Price (Schedule of Rates)

As quoted in the price bid

Details of the price list for food items to be supplied on demand and manpower cost(monthly) for different categories of personnel to be deployed at the price offered and agreed

Appendix E - Services and Facilities Provided by the Employer

Not Applicable

