

TENDER CALL NOTICE

Office of the Addl. DGP,(Trg.) & Director, Biju Patnaik State Police Academy Bhubaneswar,

Tender Call Notice No
Tender Document No-1

1. The Addl.DGP,(Trg.) & Director, Biju Patnaik State Police Academy, Bhubaneswar-751019 invites sealed tender in two bid system i.e. Technical bid and Financial bid from the reputed & experienced agencies /firms for selection of agency for providing **Catering Services at BPSPA, Bhubaneswar and Police Training Institute Byree for a period of one year.**
2. The Tender Document may be obtained.
 - (a) On payment of Rs.590/- (Rupees five hundred ninety) only between 10 AM to 5 PM on each working day from the office of the undersigned at the address given below.
 - (b) By sending a self addressed stamped (Rs.80/-) envelope of size not less than 35 cm x 25 cm along with a Demand Draft non A/c payee of Rs.590/- (Rupees five hundred ninety) only payable at S.B.I. Main Branch, Bhubaneswar drawn in favour of Addl.D.G. of Police (Training) & Director, BPSPA, Bhubaneswar.
 - (c) By downloading from Biju Patnaik State Police Academy Website i.e. www.bpspaorissa.gov.in, Odisha Police website i.e. www.orissapolice.nic.in and Govt. of Odisha website i.e. www.odisha.gov.in.
3. The Tender documents shall be submitted in the office of the undersigned duly signed by the authorized signatory in each page and duly authenticated with seal in token of having read, understood and accepted the terms and condition of the contract. However in case of downloaded tender documents, a non A./C payee Demand Draft of Rs.590/- (Rupees five hundred ninety) only payable at SBI, BBSR drawn in favour of ADGP (Trg.)-cum- Director, BPSPA, Bhubaneswar towards cost of Tender Document shall be enclosed. Bids submitted otherwise than in the manner prescribed in the Tender Document shall be rejected.
4. Tender calling authority has the right to accept or reject the Tender(s) without assigning any reason thereof.
5. The Tenders received after the stipulated date will not be taken into consideration and liable for rejection.
6. Date of Issue of Tender documents on dtd. **05.08.2017 at 10.00 AM.**
7. Last date of Issue of Tender document on dtd **18.08.2017 upto 4.00 PM.**
8. Last date for receipt of sealed Tender and Sample on **dtd 18.08.2017 upto 5.00 PM.**
9. Date for opening of sealed Tenders / Technical Bids on **dtd. 19.08.2017 at 11.30 AM** at the Office of the Addl. D.G of Police (Training) & Director, BPSPA, Bhubaneswar.
10. Date for opening of Financial Bids on **dtd. 21.08.2017 at 11.30 AM** at the Office of the Addl. D.G of Police (Training) & Director, BPSPA, Bhubaneswar.



ADGP (Training) & Director,
BPSPA,Bhubaneswar
(Tender Calling Authority)

Tender Call Notice No.

Tender Document No. II

GENERAL CONDITIONS OF THE CONTRACT

1. The bidder shall have experience to run the canteen with good reputation. The proof of experience in this field must be enclosed in the tender paper.
2. The tenders (also called bids), not submitted in prescribed format or in the prescribed manner, shall be rejected by the Tender Committee at the risk and responsibility of the bidder.
3. The caution money amounting to Rs.4 lakh (Rupees four lakh) only for each place i.e BPSPA, BBSR and PTI Byree will be deposited by the lowest bidder within seven days of publication of the result of the tender, failing which, second, third and other bidders will be given opportunity on priority basis. A Tenderer can quote for both the places as mentioned above or can apply separately for a single place i.e either for BPSPA, or PTI Byree.
4. The tender paper shall be accompanied by NSC or D.D./ FDR/ Bankers Cheque of Rs. 25000/- (Rupees Twenty five thousand) only towards E.M.D pledged in favour of Addl. DG of Police (Trg.)-Cum- Director, BPSPA, Bhubaneswar payable at BBSR for each place.
5. If the selected bidder absconds/stops the mess without prior notice before 30 days citing any reason, his deposited caution money will be forfeited on the same day without giving any opportunity to the selected bidder/ caterer. Simultaneously, the 2nd, 3rd like-wise bidder will be invited to take charge of the mess on the same day in the larger interest of the trainees as well as public justice.
6. In case the selected bidder will provide low quality (Bad) food in a day beyond expectation, the cost of the meal including breakfast, lunch, and dinner in that day may be forfeited.
7. The electricity dues shall be paid by the bidders as per actual consumption.
8. The Tender Papers shall be accompanied with VAT Clearance certificate.
9. Bidder shall have experience of minimum three years to run the canteen with good reputation.
10. The last date of submission of tender is 07 days from the date of publication of the advertisement and shall be addressed to Addl. D.G of Police (Trg.) & Director, Biju Patnaik State Police Academy, Ranasinghpur, Bhubaneswar 751019.
11. All the information as called for in the tender document should be submitted truly clearly, legibly, transparently, unambiguously and without the use of abbreviations.
12. All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
13. There shall be no over-writing in the tender document and other papers submitted. All the additions, alterations, deletions and cuttings should be initialled with rubber stamp (or seal) by the same person, who signs the tender document failing so, the tender may be rejected.
14. The rates quoted shall be valid for a period of one year counted from the last date of receipt of the bids or submission of tenders.

15. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
16. All the documents and papers submitted with the bid should be either in English or in Odia and shall be authenticated under the seal and signature of the bidder unless specified otherwise in the tender document.
17. The bidder may use separate piece of paper, where the space provided in the formats in this tender document for submission of information, is not sufficient. The information in the separate sheet of paper shall be in prescribed format and its page should be serially numbered and duly authenticated.
18. All the information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of the knowledge of the bidder.
19. No firm/agency without valid Value Added Tax Registration number and PAN shall be eligible for submitting bids. Firms blacklisted shall also not be eligible for participating in the bid.
20. Copies of Valid Registration Certificates issued by competent Authorities under VAT and CST Acts and Copy of PAN shall be enclosed to the Tender document. In no case other certificates issued by authorities in lieu of such certificates shall be accepted.
21. Copies of income Tax return, Audited Balance Sheets, P/L a/c and Trading a/c of, previous year along with copies of Annual VAT returns of previous year need also be enclosed to the Tender document.
22. At the time of opening of Tender/Financial bid the bidder will have to satisfy the competent authority that he is not only authorised as per his Food Registration Certificates from the competent department to deal in the tendered items but he has also a running business in such items.
23. The bidder of Odisha will have to submit VAT Clearance Certificate in prescribed form obtained from competent authority and the bidders from outside the state shall submit an undertaking in the form of an affidavit (in enclosed format) stating that they have no business in Odisha and have no liability under the Odisha VAT Act, at the time of submission of Tender.
24. Earnest Money Deposit (EMD), if called for, shall either be in the form of Demand Draft/ FDR / Banker's Cheque of a Scheduled Bank payable at Bhubaneswar or by pledging of NSC/FDR/Postal Savings Pass Book, all in favour of Addl. D.G of Police,(Trg.) & Director, Biju Patnaik State Police Academy, Bhubaneswar. EMD shall be returned immediately after the rejection of a bid. The DD/FDR/ Banker's Cheque etc. shall be returned in original with or without reverse endorsement as required for the refund. EMD of the successful bidders shall be retained till the completion of the time period of catering after that, it shall be returned in the same manner as in the case of unsuccessful bidders.
25. This tender document has prescribed a two-bid format for submitting the offers. It contains the "Technical" and "Financial" bid formats. Both the bids shall be submitted in separate sealed covers identified as "Technical" or "Financial" bid after detaching their formats from this tender document. Both the sealed covers, the remaining part of this tender document including General Conditions of the Contract (Tender Document No.II), Special Conditions of Contract (Tender Document No.III), General Bid (Tender Document No.IV) and Technical specification of the items (Tender Document-V) and all other papers/ documents should be put inside a bigger sealed cover and shall be delivered as per conditions published in the tender call notice. All the sealed cover shall have boldly written with the name of supplier/bidder, the tender call notice number and the last date for submission.

- 26.** No document as required and mentioned in the General/ Special conditions of contract shall be enclosed to the technical bid/ Financial bid documents unless otherwise specifically mentioned there in. All required documents shall be enclosed to the General bid proforma duly authenticated and serially numbered and page marked.
- 27.** The tenders or the bids can be sent by Regd. with AD post or courier as well. However, the authorities shall not be responsible for the postal and other delays in receipt of bids.
- 28.** If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
- 29.** The tender calling authority shall make arrangements in his office for issuing a written acknowledgement, under proper seal and signature, of the filled in tenders, provided those are submitted on or before the due date. The acknowledgement shall be issued even if the Tenders are required to be dropped in a sealed box. The acknowledgement receipt shall mention, among others, the tender call notice number.
- 30.** A bid submitted cannot be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. Clarifications sought, if any may be provided by them.
- 31.** All or any of the tenders (or bids) submitted can be rejected without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damage suffered by the bidders on account of such rejections.
- 32.** The Tenders/bids received in the prescribed time shall be opened by the tender committee at the prescribed date time and place. Any bid found incorrect or incomplete in any manner would be summarily rejected by the said committee.
- 33.** The "Technical" bids shall be opened and scrutinized by the Technical Committee, only in those cases, where the bidders have been found to fulfil all the prescribed criteria and conditions of this tender document other than technical specifications of the items. Only quality items shall be accepted unless otherwise mentioned in special conditions of the contract.
- 34.** All the items, failing to fulfil the prescribed technical specifications, shall be rejected. Decision of the Technical Committee in this respect shall be final and binding. A bidder can improve the technical specifications of the product offered before the opening of "Financial bid". Decision of the Technical Committee on whether or not the revised specification is an improvement, shall be final. Improvement in the technical specification offered as above, may be accepted or not at the discretion of the tender calling authority. However, no preference or extra payment shall be admissible for superior technical specifications or quality or the like.
- 35.** The bidder shall have to submit in separate paper mentioning complied or not complied against each column of the technical specification given in the tender document.
- 36.** Notwithstanding an offered product meeting the prescribed technical specifications, it may be rejected, if it has not been tried and tested or used in Odisha Police with satisfaction. It may also be rejected if the bidder fails to successfully demonstrate its product before the Technical Committee.
- 37.** "Financial bids" shall be opened only in those cases, where one or more of the offered products have fulfilled the prescribed technical specifications. All financial documents like Registration Certificate issued under VAT, CST and IT Acts, VAT clearance Certificate, IT and ST returns, Audited Balance sheet, Trading a/c and P/L a/c shall be verified at the time of opening of financial bids.

38. The Purchase Committee shall discuss and deliberate on the past performance, experience in catering, financial strength etc. of the bidders/suppliers as recommended by the Technical Committee, besides the rates quoted by them and select the L-1 bid in most transparent manner, taking into consideration the relevant provisions of OGFR and Circulars and notifications issued by the Government of Odisha from time to time, so as to ensure that the purchases are effected in most prudent and economical manner, without compromising the prescribed quality, from the most eligible bidder.
39. Financial negotiations with firms other than the lowest bidder shall not be held without obtaining the prior approval of Government.
40. The authorities are not bound to accept the lowest financial bid.
41. All the transit risk shall be the responsibility of the supplier.
42. Failure to render catering service as per the approved technical specification of the items may lead to forfeiture of EMD and security money deposit and blacklisting of the suppliers.
43. All the clarifications sought from the bidders/ suppliers on technical specifications of the items or otherwise shall be promptly submitted in a transparent and unambiguous manner.
44. Terms & Conditions of the tender documents can't be negotiated for variation without obtaining prior approval of the competent authority.
45. Entire tender document, duly filled in, shall be treated as part of the contract agreement for supplies in case of the successful bidders and shall be submitted in original.
46. All the disputes shall be subjected to the jurisdiction of civil Courts situated at Bhubaneswar.



**ADGP (Training) & Director,
BPSPA, Bhubaneswar
(Tender Calling Authority)**

Seal & Signature of the bidder.

SPECIAL CONDITION OF THE CONTRACT

Tender Call Notice No. Tender Document No. III

1. The Special Conditions given here shall prevail over the General Conditions.
2. **Bid Security (E.M.D.):** The tender document shall accompany with a Earnest Money Deposit (EMD) as mentioned earlier without which the tender shall be rejected. The Earnest Money Deposit should be made available in the form of DD/FDR/Banker's Cheque in a separate envelop not in the sealed covers of "Technical" and "Financial" bids.
3. The bidder shall submit along with this tender document a list of names, complete addresses. Telephone/FAX numbers of the customers to whom he has/had provided catering service.
4. **Performance Security:** The successful bidder shall have to enter into an agreement with the Tender Calling Authority for successful completion of catering service for a period of one year.
5. Surprise visit of higher Officers at any time for inspection of the samples of cooked food items, quality and quantity of food served to the trainees/staff of BPSPA.
6. **PAYMENT:** No advance payment shall be made. 100% of the payment will be made after completion of one month of service and production of VAT clearance certificate.
7. Bidder intending to participate in the tender is required to submit Odisha VAT clearance certificate in form no 612. The foreign companies/ bidders from out side the state who intend to participate in the tender and who have not been registered under the OVAT Act may be allowed to participate in the tender without having any VAT clearance certificate subject to condition that they will submit undertakings in the form of an affidavit indicating there in that they are not registered under the VAT Act as they have no business in the state and they have no liability under the Act. But before award of the final contract, such bidders will have to produce the VAT clearance certificate in form VAT 612-A.
8. Staff engaged by the successful bidder should be verified by local Police before deployment. Bidder will be held responsible for any theft, burglary, breach of security by staff engaged by him/her.
9. Successful Bidder shall enter into a contract agreement, on stamp papers on adequate denomination, with the undersigned.
10. Refusal to enter into contract after being selected may result in forfeiture of EMD.
11. Cost of repairs and maintenance of the furniture, fixtures and equipment, if any, during the contract period shall be made by the successful Bidder at his/her.
12. The Bidder shall engage his/her staff for the work in the kitchen, for cooking and swerving the food in the dining hall.
13. The successful bidder shall be personally responsible for supervision of the entire work and shall also assign the general supervision duty to a responsible employee who shall be designated as manager.

14. A list of names and addresses of the employees/staff appointed by the bidder shall be given to the tender calling authority. They shall follow the instructions given by the undersigned or any other Officer duly authorised by him for the purpose for enforcing the terms and conditions as per the contract.
15. The successful bidder shall provide suitable uniforms to the canteen staff at his/her own cost. They all shall turn out clean/hygiene and smart. The bidder shall ensure that the staff employed by him/her is neatly dressed in proper uniform and is polite to the trainees/guests.
16. The cooks appointed/engaged by the bidder must be proficient in preparing Odisha Cuisine and running the canteen.
17. The tender calling authority shall have no responsibility or obligation, legal or otherwise in respect of the affairs of such employees, including their appointment, conduct, termination, wages, terms and condition of the work etc. He/ she shall be responsible for all liabilities in relation to the payment of minimum wages as per rule of the State Govt. No Child labour shall be employed.
18. Smoking in kitchen and dining premises is strictly prohibited and staff of the successful bidder shall follow the prohibition order and also enforce it.
19. In case of any complaint of misbehaviour or improper conduct on the part of the any employee or staff of the successful bidder, the bidder shall take immediate action against such employee.
20. The successful bidder shall be responsible for proper upkeep of the dining premises and for maintenance of proper hygiene, including in the kitchen, bathrooms, washing places and other adjoining areas used for canteen purpose.
21. The successful bidder shall be fully responsible for the proper disposal of waste and garbage generated in and incidental to the operations of the canteen. He/she shall also ensure that gratings are fixed in the washing areas/sinks to avoid blockages. Any blockages to the sewer lines has to be got rectified by the successful bidder at his/her own cost.



**ADGP (Training) & Director,
BPSA, Bhubaneswar**

Seal & Signature of the bidder.

(Tender Calling Authority)

GENERAL BID FORM

Tender Call Notice No.
Tender Document No.IV

1. Name of the Firm:- _____
Full Address:- _____

Telephone No. _____ , Fax No:- _____
Mobile. Number:- _____
E-mail address:- _____
2. Legal Status of the firm:- _____.
3. Purpose for which you have submitted the bid:- _____
4. Name and address of the establishment in which your firm has rendered the catering service previously or provides the same currently (list/proof should be enclosed separately) _____ .
5. Have you submitted E.M.D . If yes, then mention the amount and its details
_____.
6. Have you submitted all the documents and papers called in the tender paper
_____.
7. If the answer to (6) above is no which of the documents/ papers called for in the tender documents have not been enclosed. (please enclose a list of such documents/ papers). You may use separate sheet of paper for the above purpose.
_____.



ADGP (Training) & Director,
BPSPA, Bhubaneswar

(Tender Calling Authority)

Seal & Signature of the bidder.

Tender Call Notice No.
Tender Document No.V
Technical Specification of the Items

Sl. No.	Name of the Items for Breakfast as per the Menu	Specifications	Remarks
1	Suji Upma	It should be made out of good quality of Suji and Fresh vegetable.	
2	Alu Matar Curry	Matar should be of good quality. Curry must be tasty with less spice and oil.	
3	Puri	It should be made out of good quality wheat flour (Atta) with less oil.	
4	Dalma	It should be made out of good quality Dal & vegetables.	
5	Idly	Idly should be soft having good quality of rice/ suji/ Biri.	
6	Chuda Upma	Chuda must be of good quality.	
7	Sambar	It should be made out of good quality Dal & vegetables.	
8	Alu Matar Curry	Potatoes and Matar should be of good quality. Curry must be tasty with less spice and oil.	
Sl. No.	Name of the Items for Lunch (veg & non-veg) as per the Menu	Specifications	
1.	Rice	It should be made out of good quality of Rice	
2.	Dal	It should be made out of good quality of Dal.	
3.	Mixed Veg	It should be made out of fresh Vegetable and less spicy and oily.	
4.	Khatta	It should be made out of Good quality of Mangoes/ Khajur (dates)/ Tomatoes/ dry fruits.	
5.	Salad	It should consist of fresh Carot, onion, cucumber, tomato, green chilli.	
6.	Fish Curry (2pcs, 200gms)	Fish should be fresh (rohi/ bhakura). Curry must be tasty with less oil and spice.	
7.	Paneer/Mushroom (100gms)	Paneer/Mushroom should be fresh and good quality.	
8.	Egg Curry (2 eggs)	Egg must be fresh and curry must be tasty with less spice and oil.	
9.	Dahi Baigana/Alu Baigana Bharta	Vegetable and Dahi should be fresh	
10.	Chicken Curry (3 pcs,200 gms)	Chicken must be fresh and good quality. Curry must be tasty with less spice and oil.	
11.	Kalara Chips	Chips must be less oily	
12.	Alu Potal Curry	Vegetable should be fresh and curry must be tasty with less spicy.	
Sl. No.	Name of the Items for Dinner as per the Menu	Specifications	
1.	Roti	It should be made out of good quality of Wheat flour (Atta).	
2.	Dalma	It should be made out of good quality Dal & vegetables.	
3.	Chana Masala	It should be made out of good quality of Chana. Curry should be tasty with less spice and oil.	
4.	Tadka	It should be made out of good quality Dal	
5.	Santula	It should be prepared with fresh vegetables with less oil.	



**ADGP (Training) & Director,
BPSPA, Bhubaneswar
(Tender Calling Authority)**

Seal & Signature of the bidder.

Technical Bid-Format
Tender Call Notice No.
Tender Document No.VI

Sl. No.	Name of the Items for Breakfast as per the Menu	Whether the offered items fulfils the detail technical specifications, kindly answer Yes/No only	Offered specifications and details of deviations if any
1	Suji Upma		
2	Alu Matar Curry		
3	Puri		
4	Dalma		
5	Alu Matar Curry		
6	Idly		
7	Samber		
8	Chuda Upma		
9	Chakuli		
Sl. No.	Name of the Items for Lunch (veg & non-veg) as per the Menu		
1.	Rice		
2.	Dal		
3.	Mixed Veg		
4.	Khatta		
5.	Salad		
6.	Fish Curry		
7.	Paneer/Mushroom		
8.	Egg Curry		
9.	Chicken Curry		
10.	Alu Baigan Bharta		
11.	Dahi Baigan		
12.	Kalara Chips		
13.	Alu Potal Curry		
Sl. No.	Name of the Items for Dinner as per the Menu		
1.	Roti		
2.	Dalma		
3.	Chana Masala		
4.	Tadka		
5.	Santula		

Seal & Signature of the bidder.

- WEEKLY MENU-
Tender Call Notice No.
Tender Document No.VII

DAYS	BREAKFAST	LUNCH	DINNER
Monday	Suji Upma & Alu Matar Curry <i>(Unlimited)</i>	Rice, Dal, Mixed Veg, Khatta <i>(Unlimited)</i>	Roti & Dalma <i>(Unlimited)</i>
Tuesday	Puri & Dalma <i>(Unlimited)</i>	Rice, Dal, Alu Baigana Bharta, Kalara Chips, Salad <i>(Unlimited)</i>	Roti & Chana Masala <i>(Unlimited)</i>
Wednesday	Idly & Samber <i>(Unlimited)</i>	Rice, Dal, Chicken Curry (200gms/3pcs) (for Non-veg) Paneer/ Mushroom (for Veg) (100gms) <i>(Limited)</i>	Roti & Dalma <i>(Unlimited)</i>
Thursday	Chuda Upma & Dalma <i>(Unlimited)</i>	Rice, Dal, Mixed Veg, Dahi Baigana <i>(Unlimited)</i>	Roti & Tadka <i>(Unlimited)</i>
Friday	Upma & Dalma <i>(Unlimited)</i>	Rice, Dal, Fish Curry (200gm/ 2pcs)/ Egg Curry (2) (for Non-veg) Paneer/ Mushroom (for Veg) (100gms) <i>(Limited)</i>	Roti & Dalma <i>(Unlimited)</i>
Saturday	Puri & Alu Matar Curry <i>(Unlimited)</i>	Rice, Dal, Alu Potal, Khatta <i>(Unlimited)</i>	Roti & Santula <i>(Unlimited)</i>
Sunday	Idly & Samber Or Chakuli & Alu Matar curry (2 nos) <i>(Unlimited)</i>	Rice, Dal, Fish/Egg Curry (for Non-veg) Paneer/ Mushroom (for Veg) (100gms) <i>(Limited)</i>	Roti & Tadka <i>(Unlimited)</i>

Note :- Non-Veg items and substitute of Non-Veg items i.e. veg items will be served in limited quantity as mentioned.



**ADGP (Training) & Director,
BPSPA, Bhubaneswar**

Seal & Signature of the bidder.

(Tender Calling Authority)

FINANCIAL BID FORMAT
Tender Call Notice No.
Tender Document No.VIII

Part-I

1. Name of the Firm:-_____
- Full Address:-_____
- _____.
- Telephone No._____, Fax No:-_____.
- Mobile. Number:-_____
- E-mail address:-_____.
2. VAT Registration Number with proof:-_____.
3. Copy of the Food Registration Certificate:-_____.
4. Copy of the PAN Card:- _____.
5. Annual turn over of previous year:-_____.
6. Whether the above Registration Certificates are valid/suspended/ cancelled at the time of submitting the tender papers :-_____.
7. Whether up-to date returns under all acts filed:-_____.

Part-II

1. Rate quoted by the bidder for Breakfast, Lunch & Dinner as per of the weekly menu **per day** for each Institution separately.
- (i) For BPSPA, BBSR- Rs. _____
- (ii) For PTI Byree- Rs. _____

Seal & Signature of the bidder

FORM OF AGREEMENT
Tender Call Notice No.
Tender Document No.IX

This agreement is executed on this _____ day of _____ 2017 between the Addl. D.G of Police (Trg.) & Director BPSPA, Odisha, Bhubaneswar (hereinafter called as 1st party)

AND

Sri _____, M/S _____
(hereinafter called as 2nd party) represented for the purpose of providing catering service for Breakfast, Lunch, Dinner and snacks and tea to the trainees at BPSPA, Bhubaneswar/ P.T.I, Byree in the wet canteen.

And WHEREAS the 2nd party has accepted work order from the 1st party on the following terms and conditions hereinafter mentioned for providing catering service in the Training institution, are hereby agreed by both the parties.

1. That the agreement shall come into force from ___/___/2017 for a period of 12(twelve) calendar months, after which the 1st party reserves the right to either go for a fresh tender or extend the term, as the case may be.
2. That the price of Rs._____.00 (Rupees _____) only excluding VAT and Rs_____ (Rupees _____) only including VAT, as applicable, per day as agreed upon during meeting dated ___/___2017, shall remain fixed for a period of 12 (twelve) calendar months . The approved menu is enclosed vide Annexure-A.
3. That, electricity charges, as per actual consumption, shall be paid by the 2nd party per month.
4. That, the 2nd party shall not close its catering service without prior permission of the 1st party and before the intended closure of operations. Atleast 2(two) months advance notice in writing should be given by the 2nd party. In the event of unilateral closure of operation, the 1st party shall have the right to forfeit the security deposit and also to recover the cost towards damages and other incidental expenses, if any, from the 2nd party.
5. That, the 2nd party shall keep a record of total number of meals (Breakfast, Lunch, and dinner) supplied during a month and submit the bill of the same at the end of each month.
6. That upon receipt of the bill from the 2nd party, the 1st party shall make payment, as due, to the 2nd party by the 10th day of every subsequent month. No claim for interest in case of delayed payment shall be entertained by the 1st party.
7. That the 2nd party shall produce VAT registration certificate and proof of VAT deposit/service tax etc. at the end of each month before the 1st party.
8. That all minor repairs, whether civil or electrical, including water supply, shall be made by the 2nd party for the entire 12(twelve) month period.
9. The supply of tea/snacks, Breakfast, Lunch and Dinner shall be made by the second party to the trainees/staff in time (breakfast-from 08.00 AM to 09.00AM, Lunch-01.30PM to 02.30 PM and Dinner from 08.30 PM to 10.00.PM)
10. That the food prepared and served by the 2nd party must be of standard quality and ingredients used should be fresh. Service of food shall be subject to verification by such personnel, as authorized by the 1st party for the purpose, at any point of time without prior notice. Sub-standard items, if found, will be brought to the notice of the 2nd party for immediate corrective action. If however, supply of sub-standard item persists over a period of time, as found and

brought to notice of 2nd party, consequences may follow such as suitable deductions from payment, and may even include termination of contract on 2 months' notice.

11. That the utensils, containers, cooking area, dining space and surroundings shall be kept hygienically clean by the 2nd party.
12. That, the agreement can be terminated by 1st party by giving two months advance notice to the 2nd party.
13. That, the 2nd party shall make arrangements for all required cooks, serving hands, utensils, crockery, cooking gas, refrigerator and other items as required.
14. Service of food through its personnel shall be the responsibility of the 2nd Party.
15. That the 1st party shall provide cooking space, dining space and available utensils to the 2nd party for which he has to pay Rs...../- per month to the Unit Welfare Fund, BPSPA. The 2nd party shall return the cooking utensils and other articles issued to him/her to the 1st party upon completion/discontinuation of its services; damage/loss shall be recouped from the 2nd party.
16. That, all disputes relating to this agreement are subject to the jurisdiction of the Courts at Bhubaneswar, but prior to approaching Court, the 2nd party can be called for negotiation to settle the disputes.
17. That, caution money amounting Rs. 4,00,000/- (Rupees Four Lakh) only will be deposited by the lowest bidder (Caterer) within seven days of publication of the result of the tender failing which second, third and others will be given opportunity to be the suitable bidder/ caterer.
18. If the caterer absconds/ stops the mess without prior notice before 30 days, his deposited caution money will be forfeited.
19. In case the caterer will provide rough food in a day beyond expectation, the cost of the meal including lunch, dinner and breakfast in that day may be forfeited. The authority reserves rights in this regard, if any deviation comes to the notice.

IN WITNESS WHEREOF the parties to this agreement have signed and sealed this deed on the day, the month and year mentioned above.

Signature & seal of the First Party
Director, BPSPA
Odisha, Bhubaneswar.

Signature of Witness

- 1.
- 2.

Signature & Seal of the Second Party.