

Tender Document Fee Rs. 1000.00

Tender Document
for
Empanelment of Service Provider for Annual Rate
Contract of Restaurant & Catering Services



State Programme Management Unit,
National Health Mission, U.P.,
19-A, Vishal Complex, Vidhan Sabha Marg,
Lucknow-226001,
Ph. No. 0522-2236894

RFP no. SPMU/PRO /CT/2015-16/03

Last Date and time of Submission of Tender Document

Date:- 18.04.2016

Time:- 11.00 AM

Date and time of opening of Tender Document

Date:- 18.04.2016

Time:- 03.00 PM

Terms of Reference

Registration / Empanelment of Service Provider for Restaurant & Catering Services.

The SPMU-NHM, Uttar Pradesh intends to register /empanel the firms /companies who are in the business of Restaurants & Catering Services (Lunch Packets, Snacks Packets, mineral water).

1. Eligibility & categories for Registration / Empanelment. All firms /agencies, who are in the business of Restaurants & Food Catering are eligible for registration if otherwise suitable, subject to specific conditions or restrictions stipulated in this document.

2. The firms registered with SPMU-NHM, Uttar Pradesh will enjoy the following benefits:-

a) Rate Contracts and Running Contracts will be awarded to registered firms.

3. Empanelment /Registration Procedure.

Procedure for empanelment of Service Provider with SPMU, NHM- U.P.:-

1. The applicant should clearly read all the pages of the document.
2. Correct /relevant information /data have to be furnished by the Service Provider.
3. The applicant should make sure before applying, that the Service Provider has the required eligibility criteria & experience in Operation of Restaurants & Catering Services.
4. Service providers /suppliers seeking application form shall have to pay the requisite (cost/fee) amount as stated below, for registration /empanelment. The amount shall be paid by a demand draft drawn in favour of "State Health Society, Uttar Pradesh", payable at Lucknow (U.P.). The cost of application forms and processing fees to be remitted along with the forms, shall be as **Rs. 1000/-**. The supplier will have to submit an EMD of **Rs. 77000/- (Rs. Seventy Seven thousand only)** in the form of Demand Draft /Banker's cheque addressed in favour of "State Health Society, Uttar Pradesh" payable at Lucknow.
5. Service providers /suppliers shall have to fill and submit the registration form duly signed & stamped by the authorized representative of the Service Provider in hard copy along with required documents and fees to "Mission Director, NHM", Lucknow(U.P.).
6. Applications incomplete in any respect, via non-submission of any required document or information, or fee in requisite amount are liable for rejection.
7. The Service Provider is required to submit the **Technical and Financial Bid** in two separate sealed covers clearly super scribed "Technical Bid for "Empanelment of Service Provider for Restaurant & Catering Services" and "Financial Bid for "Empanelment of Service Provider for Restaurant & Catering Services". The Quotations in a sealed cover super scribed "Quotations for "Empanelment of Service Provider for Restaurant & Catering Services" should reach the office of "Mission Director, National Health Mission, Uttar Pradesh, 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001" before **11.00 AM on 18.04.2016**
8. The Service provider shall have an average annual Turnover of Rs.12.00 lacs or above in the last three financial year 2012-13, 2013-14, 2014-15.
9. There shall be no case of food sample failure against the service provider in Food and Drug Administration Department. Affidavit shall be provided for the same.
10. The following essential documents (whichever is applicable) should accompany with the registration form:-

- CST / VAT / TIN No.
- Service tax registration.
- Trade License.
- Income Tax Permanent Account No.
- Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
- Annual Turnover Certificate for last 3 years.
- Bank Details.
- Relevant ISO certificate.
- A notarized certificate that the Service Provider hasn't been black listed by any institution of the Central /State government /any PSU, University, Institute etc. in the past three years.
- On receipt of the registration form along with the requisite documents as mentioned above the supplier shall be registered with the SPMU-NHM, U.P. after Scrutiny.
- The firm will be considered for registration /Empanelment for an initial period of one year and their registration will be considered for renewal as per SPMU-NHM, U.P. procedure.

Terms & Conditions for Registration of Service Provider.

1. The said registration, only qualifies, service provider for consideration of restaurants & catering services only for which service provider is registered/ empanelled.
2. SPMU-NHM, U.P. reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of SPMU-NHM, U.P. in respect of registration of parties for various categories of work /items shall be final & binding on all concerned registered service provider in the panel of SPMU-NHM, U.P.
3. Service provider once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of SPMU-NHM, U.P. and keep SPMU, NHM- U.P., informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability etc.
4. Service provider will submit the technical bid and price bid separately. Price bids of technically accepted bids only will be opened.
5. This document is treated as a valid contract between SPMU, NHM, U.P. and service provider, and adherence to all aspects of fair trade practices in executing the purchase orders/ work orders placed by SPMU, NHM, U.P. from time to time during the registration period.
6. EMD:- The bidder shall furnish an EMD of Rs 77000/- (Rs. Seventy Seven Thousand only) in the form of Bankers cheque /demand Draft in favour of "State Health society, Uttar Pradesh" payable at Lucknow valid for 90 days from the date of bid opening. Bid submitted without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened. EMD of unsuccessful bidder shall be returned as promptly as possible, but not later than 30 days after the expiry of validity period. the EMD may be forfeited-
 - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
 - (B) In case of successful bidder ,if the bidder fails:-
 - (1) to sign the agreement within 10 days from award of contract

(2) to furnish performance security in pursuant to clause no 15

7. The service provider should not assign or sublet the empanelment or any part or it to any other service provider in any form. Failure to do so shall result in termination of empanelment.
8. The Service Provider is expected to maintain absolute integrity, follow a decent standard of business ethics and do nothing unbecoming of a registered supplier.
9. The Service Provider must have been actively engaged in the execution of a minimum of two contracts of a similar services and complexity comparable to this tender within the last three years immediately prior to the submission of the Bid.
10. The price shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by you shall include all applicable taxes/duties (Central and State) as per given scope of works. Also the rate/s offered by you shall be inclusive of transportation provided by you for the services and no other charges will be payable to you by SPMU-NHM, U.P. There will be no change in the price in respect to change in the cost of materials, labour /transportation and/ or variations in taxes, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon. The rates finalized by the Evaluation Committee shall remain valid for the period of one year from the date of signing of Rate Contract. SPMU-NHM, U.P. may at its discretion extend the Contract for a further period of two years based on the performance of the Service Provider.
11. In all future correspondence with SPMU, NHM, U.P. empanelled service provider are required to quote the Registration No.
12. The SPMU, NHM, U.P. has all the rights reserved to add /delete /alter any of the items and to amend /add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.
13. **Price Variation Clause** During the validity of the empanelment including the extended period, **if the service provider sells any empanelled item** to any other Department/ Organization at a price lower than the price fixed for SPMU, NHM, U.P., the Service Provider must voluntarily pass on the price difference to SPMU, NHM, U.P. with immediate effect.
14. Any action on the part of the bidder to influence anybody of SPMU-NHM,U.P. will make his bid liable to rejection.
15. Successful bidders shall deposit an amount of Rs. 385000/- (Rs. Three Lacs Eighty Five Thousand only) towards Security Deposit [SD] in the form of Bankers cheque/ Demand Draft/Bank guarantee in favour of "State Health Society Uttar Pradesh" valid for a period of one year and 60 days within 10 days from the date of award of contract for satisfactory performance of contract which notwithstanding the above, SD would be forfeited by SPMU- NHM- U.P. In case the services of contractors are terminated by SPMU NHM- U.P. on the grounds of unsatisfactory / irregular services, breach of any of the terms of the accepted tender document or quality of food, will be refunded after satisfactory completion of contract period.
16. **Raising and settlement of bills:** - The Service Provider shall submit bills for the catering Services on monthly basis. These bills shall be certified by the Program Co-ordinator and

General Manager (HQ), SPMU, NHM, U.P. The bills shall give complete details and supporting documents. The SPMU, NHM, U.P. shall settle the bills within 30 days of receipt, after deducting the applicable TDS, other statutory deductions and amounts recoverable from the Service Provider.

17. **Indemnity:** - The selected service provider shall indemnify the SPMU, NHM, U.P. and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. SPMU, NHM, U.P. /User department stand indemnified from any claims that the service provider's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.

18. **Termination for Default:** -

a) Default is said to have occurred

i) If the service provider fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by SPMU, NHM, U.P.

ii) If the service provider fails to perform any other obligation(s) under the empanelment.

b) If the service provider, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from SPMU, NHM, U.P. (or takes longer period in spite of what SPMU, NHM, U.P. may authorize in writing), SPMU, NHM U.P. may terminate the empanelment/ purchase order in whole or in part.

18. **Termination for Insolvency:** - SPMU, NHM, U.P. may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

19. **FORCE MAJEURE:** - If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

20. Settlement of Disputes

Amicable Settlement:-

- The parties shall use their best efforts to settle amicably all disputes arising out of, or in connection with this Contract.

Arbitration:-

- If any dispute arises between the parties in connection with or arise out of, the Contract which is not resolved amicably within the period of 30 days, thereafter matter shall be referred to the Arbitration within two weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996.

- The place of arbitration shall be, in Lucknow, Uttar Pradesh.

Scope of Catering Services:-

1. The Service provider shall promptly respond to the enquiry floated by the SPMU, NHM, U.P. and supply fresh food.
2. The Service Provider will use only branded raw material and consumables for preparation items. The consumables used shall have registration From Food Processing Organisation (FPO) or Agmark. The list of consumables to be used may be of the Brands as suggested in **Annexure D**. The service provider shall comply with the provision of FSSAI Act, while purchasing and utilizing the raw material and shall bear responsibility for violations and liabilities thereof.
3. The Catering agency shall ensure that the food is cooked in a kitchen designed with a professional touch and equipped with all the necessary machinery and equipment required for bulk cooking. Highest standard of hygiene is to be maintained. The essential items like insect/ fly catchers may have to be installed. The cleanliness and maintenance of the utensils used for cooking and transportation of food is to be ensured. In case of unsatisfactory/ unhygienic quality of food item(s) breach of any of the terms of accepted tender document or lapse in services, deductions will be made as penalty which will be solely decided by SPMU, NHM, U.P. The food should be hygienically cooked and portioned in stainless steel containers in kitchen itself and covered properly. The food shall be properly packed and transported in covered van from base kitchen to SPMU.
4. The Service provider shall have the capability to provide Lunch Packets/ Snack Packets/ other catering orders as desired by NHM, U.P. for at least 150 person in addition to his existing clientele on any single day.
5. The Service Provider shall use/ provide all good quality items and maintain high standard of hygiene and cleanliness. Workers of caterer shall also maintain proper hygiene. SPMU, NHM, U.P. may entrust the job of regular supervision/ quality control and finalisation of weekly menu to an officer/ team of officers constituted out of its officers and other staff members. Such officers/ staff members may carry out regular inspection/ visits including supervise visits to the base kitchen of the caterer to supervise the quality of the food items/ its preparations including hygiene maintained by the caterer and advise SPMU, NHM, U.P. in this regard. SPMU, NHM, U.P. shall advise the caterer suitably for improvement in the services/ quality of food items.
6. The arrangement can be terminated by either party by giving 30 days notice. However, in case the services or quality of food supplied by the caterer are not found satisfactory / hygiene is not maintained by the caterer despite repeated reminders, SPMU, NHM shall have right to terminate the contract without any notice to the contractor, besides levying of penalty as may be solely decided by SPMU- NHM-U.P. subject to maximum of Rs. 300000/- (Rs. Three Lacs only)

EVALUATION OF BIDS

1. TECHNICAL BID EVALUATION

- a) The Technical Bid form is given in **Annexure – A** which shall be used by the bidder to provide the technical bid pertaining to the bidder's firm/company.
- b) SPMU, NHM, UP, Lucknow will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the discretion of SPMU, NHM, UP, Lucknow.
- c) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- d) Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

2. FINANCIAL BID EVALUATION

- a) The Financial Bid form is given in Annexure – B which shall be used by the bidder to provide the technical bid pertaining to the bidder's firm/company.
- b) SPMU, NHM, UP, Lucknow will award the contract to the successful bidder (s) whose bid is determined to be substantially responsive and has been determined as the Lowest Financial bid (L1).
- c) Arithmetic errors correction:-
Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:-
 - If there is discrepancy in the unit price quoted in figures and words, the unit price or in words, shall be taken as correct.
- d) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- e.) The successful bidder will have to sign a contract agreement on a stamp paper of Rs. 100/- in the format as provided in **Annexure - E**

STATE PROGRAMME MANAGEMENT UNIT,
NATIONAL HEALTH MISSION, U.P.
19-A, VIDHAN SABHA MARG, LUCKNOW

Technical Bid Evaluation Form for Rate contract of Catering Services
Under RFP no. SPMU/PRO /CT/2015-16/03 Dated- 01.04.2016

S I. No.	Particulars	Response (Yes/No)	Page No.	
			From	To
1	EMD for Rs. 77000 /- in the shape of DD or pay Order drawn on any bank, in favour of "State Health Society, Uttar pradesh" payable at Lucknow.			
2	Brief profile of the Service Provider			
3	Copy of registration of Service provider with Municipal Authorities.			
4	Compliance In respect of provision of FSSAI Act.			
5	Photocopy of Audited Balance Sheet with average annual turnover of Rs. 1200000/- (Rs. Twelve Lacs only) or above in last three years.			
6	Affidavit from Notary about non-blacklisting of your agency & sub contractors proposed.			
7	Tender document duly signed and stamped by the bidder as a token of acceptance to all our terms and conditions.			
8	List of Departments and Govt. establishments where worked during the last three year (attach Performa as per Annexure C)			
9	Copy of PAN Card, Registration with Service Tax Department, Certificate of VAT.			
10	Acceptance of Use of Raw materials and consumables as per Annexure D			
11	Acceptance of Terms & Conditions of the tender document.			

Signature of authorized signatory

Name of the firm

Address.....

Phone Number

FINANCIAL BID**Schedule of Rates & Quantity (LUNCH & SNACKS)****Lunch/Snack Packets**

Sl. No.	Type of Pack	Items	Unit	Rate in Rs.
1	Lunch /Dinner Thali (PACKED IN A BOX)	1. Shahi Paneer/Khoya Paneer	50 gms	
		2. Mixed Veg / Seasonal Veg / Veg Kofta	50 gms	
		3. Mixed Dal / Dal Makhani / Dal Fry Arhar	100 gms	
		4. Jeera Rice / Matar Pulao /Veg Pulao	100gms	
		5. Bhoodi Raita / Tomato-Onion Raita	100gms	
		6. Lachha Paratha / Missi Roti / Butter Naan / Plain Kulcha	2 pcs	
		7. Sweet – Ras Malai/Halwa	Minimum 50 gram	
		8. Achar	Minimum 2gram	
		9. Salad	25gram	
		10. Mouth Freshner	Minimum 2.5 gram	
		11. Disposable Spoon/Fork/ Napkin/Tooth pick	1 Each	
		12. Disposable Tray	1 pc	
2	Lunch/Dinner Packet (PACKED IN A BOX)	1. Kadhai Paneer/Paneer Butter Masala	50 gms	
		2. Mixed Veg/Seasonal Veg/Veg Kofta	50 gms	
		3. Mixed Dal/Dal Makhani/Dal Fry Arhar	100gms	
		4. Jeera Rice/Matar Pulao	100gms	
		5. Bhoodi Raita/Tomato-Onion Raita	100gms	
		6. Paratha/Missi Roti/ Naan	2 pcs	
		7. Sweet – Gulab Jamun/Rasgulla	1 pc 50 gram	
		8. Achar	Minimum 2 gram	
		9. Salad	25 gram	
		10. Mouth Freshner	Minimum 2.5 gram	
		11. Disposable Spoon/Fork/ Napkin/Tooth pick	one each	
3	SOUTH INDIAN PACK	1. Masala Dosa/ Paneer Dosa with sambhar & chutney	1 pc 200gram	

	(PACKED IN A BOX)	2. Idli	2 pcs 100gram	
		3. Lemon Rice	100gm	
		4. Sweet – Gulab Jamun/Rasgulla	1pc 50 gram	
		5. Mouth Freshner/	Minimum 2.5 gram one each	
		6. Disposable Spoon / Fork / Napkin / Tooth pick	one pc each	
4	CHINESE PACK (PACKED IN A BOX)	1. Chowmein Veg.	150gms	
		2. Veg Fried Rice	100 gm	
		3. Veg Manchurian	100 gm	
		4. Chillie Paneer	50gms	
		5. Mouth Freshner	Minimum 2.5 gram	
		6. Disposable Spoon / Fork / Napkin / Tooth pick	one each	
SNACKS				
5	SNACKS PACK (PACKED IN A BOX)	1. Cheese/Veg Sandwich	4 slice standard bread	
		2. Chilly Paneer / Paneer Pakora	100gm	
		3. Veg. Cutlet / Veg. Roll	2 pcs 50 gram each	
		4. Paneer Pakoda	2 pcs 25 gram each	
		5. Banana	1 pc	
		6. Sweet – Gulab Jamun / Rasgulla	1pc 50gram	
		7. Tomato Sauce Sachet	1 pc	
		8. Disposable Spoon & Napkin	1pc Each	
6	MINI SNACKS PACK (PACKED IN A BOX)	1. Cheese / Veg Sandwich	4 slice standard bread	
		2. Paneer Pakoda	2 pcs 25 gram	
		3. Sweet – Gulab Jamun / Rasgulla	1 pc 50 gram	
		4. Disposable Spoon & Napkin	1pc Each	
7	TEA/BISCUITS	Tea with 2 types of cookies (sweet & salty)	150 ml	

ANNEXURE - C**Performa For Performance Statement**

(Furnish this information for individual work from employer for whom the work was executed)

S No	Name of Work	Certificate From (Encl. as below)
1		
2		
3		

- a. Name of the contract & location.
- b. Agreement No.
- c. Scope Of Contract.
- d. Contract Cost.
- e. Date of start.
- f. Period.
- g. Amount of compensation levied, if any
- h. Performance Report.
(Quality of Food- Excellent/ very good/ good/ average/ Below average)
Resourcefulness- Excellent/ very good/ good/ average/ below average)
- i. Compliance of all statutory requirement- Yes/ No

(Seal of Organization)

(Signature Of Responsible Authority)

Date:

PERMISSIBLE BRANDS OF CONSUMABLES

ITEM	BRAND
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh
Spices	Everest, MDH or equivalent brand
Oil	Refined Oil such as Sundrop, Nature Fresh or equivalent Brand
Pickle	Mothers, Nilons, Priya or equivalent brand
Atta	Aashirvad, Pillsbury, Nature Fresh or equivalent brand
Butter	Amul, Britannia, Mother Dairy, Parag or equivalent.
Bread	Britannia or equivalent
Jam	Kissan or equivalent
Milk	Toned milk of Amul, Parag or equivalent Brand
Paneer	Amul, Mother Dairy or equivalent
Biscuits	Britannia, Parle, Good Day
Mixtures/ Chips	Haldiram/ Bikanerwala
Mineral Water	ISI mark, Kinley, Aquafina, Bisleri or equivalent
Besan, dal	Rajdhani, Ashoka or equivalent
Rice	Basmati
Cold Drinks	Pepsi, Coke etc.
Sweet	Haldiram, Bikanerwala

The Service Provider may use any other brand of material which meet norms of Food Processing Organization after obtaining prior written approval from SPMU-NHM.

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Bidder)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal,

I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of201_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative

ANNEXURE - F

FORMAT 4 AFFIDAVIT (To be furnished by the Bidder)

(On Non – judicial stamp paper duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that neither our Company/ Society/ Trust/ Firm M/s _____ nor any of its Directors/ President/ Chairperson/ Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/ Society/ Trust/ Firm M/s _____ nor any of its directors/ President/ Chairperson/ Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our Company/Society/Trust/Firm has not been punished for any offence and/or
 - b) the Director/ President/ Chairman/ Trustee of our Company/ Society/ Trust/ Firm have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.
5. The undersigned hereby authorise(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by National Health Mission U.P.to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the National Health Mission U.P. Lucknow, Uttar Pradesh,

Signed by an authorised Officer of the
Company/Society/Trust/Firm

Title of Officer

Name of Company/Society/ Firm

Date

ANNEXURE - G**CONTRACT AGREEMENT**

(To be signed on a Stamp Paper of Rs. 100/- purchased by the Service Provider).

This Agreement is made on this day i.e. ____ of Two Thousand Fourteen between "State Health Society, Uttar Pradesh, State Program Management Unit, National Health Mission, 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001, Uttar Pradesh (herein called the Employer) being one party and Shri/Mrs/Ms. _____ of M/s _____ being the other party (herein after called the caterer) and whereas the employer is desirous for engaging a caterer for providing catering services as detailed in the Tender Document. Whereas it is decided to grant the Contract to the caterer to serve the items listed in Letter of Award for Meeting, Seminars and Conferences on agreed terms & conditions as described in the tender document, it is hereby confirmed as having been agreed to between the respective parties as under:-

1. That the caterer has been granted the contract to provide catering services in the premises of the Employer for the period of one year w.e.f. DD/MM/YEAR (Extendable up to two years) on the terms & conditions contained in the tender document, Letter of Award of the Contract and this agreement read together. If during this period, the performance is found satisfactory, the contract may be renewed for further specified period on the existing or mutually agreed to terms & conditions. The Contract is also terminable by serving a Notice period of Three Months by either party or the third party.
2. That the items served by the Caterer good quality & hygienic prepared in clean environment. The principal employer or his authorized representatives may at any time enter Kitchen Area & take samples of raw material, semi prepared food or fully prepared eatable items under the scope of this contract, free of cost for the purpose of inspection, trial or analysis & the decision of the authorities of SPMU- NHM, U.P. with regard to the desirability or quality of food articles offered for consumption shall be final. If any item of the menu/provision of food is found defective or not fit for consumption, the employer may either:-
 - a. issue warning: and or
 - b. get the said raw materials/ items destroyed and ask the Caterer to purchase fresh stocks, without any payment of compensation to the contractor for the discarded material/ items.
3. If, however, this problem recurs in spite of warning having been issued, the employer reserves the right to impose financial penalty as decided by the employer or otherwise cancel the contract without giving any notice. The rates of items to be served by the Caterer shall be valid on annual basis, valid from the date of signing of contract and in-between revision shall not be allowed. In case of extension of Contract after one year, the employer may, if considered necessary, revise the rates in regard to the items of food/eatables and drinks and till such time the revised rates become operative, the caterer shall charge the existing rates.
4. That in the event of Municipal Corporation, Health Department or any other Government/ Statutory authorities taking samples of raw material used by the caterer and

those samples are not found fit/ up to the mark for human consumption, the caterer shall promptly inform the same to the employer regarding fine/ penalty imposed or legal recourse taken by such authorities.

5. The employer will have the right to review the working of this contract from time to time and if at any time it is found that the caterer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the employer may terminate the contract by giving a one month notice, but no such notice shall be necessary if the contract is terminated on the ground of service of any undesirable commodity.
6. That the caterer shall maintain a suggestion book for recording suggestions for improvement of Catering Services. Such suggestions as approved by the SPMU authorities shall be forthwith acted upon. The suggestion book shall be kept open for inspection by the designated authorities of the SPMU, NHM- U.P.
7. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Mission Director, SPMU, NHM, U.P.
8. If the Agency/Firm institutes any legal proceedings against the Employer to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Lucknow.

Signed_____

Signed_____

For and on behalf of the SPMU, NHM, U.P

For and on behalf of the Caterer

Name (caps)_____

Name (caps)_____

Position_____

Position_____

Date_____

Date_____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.