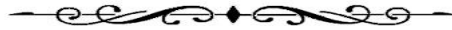




## **RANI CHANNAMMA UNIVERSITY**

Vidya Sangama,  
Belagavi - 591156. Karnataka. India.  
Telephone: 0831-2565207/237 **Web:** [www.rcub.ac.in](http://www.rcub.ac.in)



TENDER NOTIFICATION  
Date: 31.08.2020

Tender Document for Supply of Breakfast, Lunch and Dinner, Drinking Water etc. on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi.

**(Through e-procurement Portal Only)**

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



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### Tender Notification

**INVITATION FOR SUPPLY OF BREAKFAST, LUNCH AND DINNER, DRINKING WATER ETC., ON THE OCCASION OF 8TH ANNUAL CONVOCATION OF RANI CHANNAMMA UNIVERSITY, BELAGAVI.**

<b>(ONLY THROUGH e- PROCUREMENT)</b>				
<b>SCHEDULE OF EVENTS</b>				
<b>Sl. No.</b>	<b>Events</b>	<b>Estimated Cost</b>	<b>EMD</b>	<b>Tentative Date &amp; Venue of Supply</b>
<b>1</b>	Tenders for Supply of Breakfast, Lunch and Dinner, Drinking Water etc., on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi.	Rs. 3,29,500	Rs. 8,250/-	September, 2020 at VTU, Belagavi.
<b>2</b>	<b>Date of Publication of Tender</b>	31.08.2020		
<b>3</b>	<b>Last date and Time for tender Queries/Clarification</b>	10.09.2020 at 04-00 PM		
<b>4.</b>	<b>Last date and Time for receipt of Tenders</b>	11.09.2020 at 04-00 PM		
<b>5.</b>	<b>Time and date of opening the Technical Tender Bids</b>	14.09.2020 at 11-00 AM		
<b>6.</b>	<b>Time and date of opening the Financial Bids</b>	16.09.2020 at 04-00 PM		
<b>7</b>	<b>Address for Communication</b>	The Registrar(Evaluation) Rani Channamma University Belagavi-591156		

**TERM TENDER FOR SUPPLY OF BREAKFAST, LUNCH AND DINNER, DRINKING WATER ETC., ON THE OCCASION OF 8TH ANNUAL CONVOCATION OF RANI CHANNAMMA UNIVERSITY, BELAGAVI.**

**SECTION I. INVITATION FOR TENDERS (IFT)**

**Date: 31.08.2020**

The **Registrar, Rani Channamma University, Belagavi** invites tenders for Supply of Breakfast, Lunch and Dinner, Drinking Water etc. on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi. From well-established catering contractors having good experience in catering business. **For Rani Channamma University, Belagavi.**

The tenderer may submit tender for the supply of Breakfast, Lunch and Dinner, Drinking Water etc. on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi.

1. **1a.** Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.  
The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the **Financial Bid Tender** which will be opened only if the **Technical Bid Tenderer** is found to be qualified to provide the services.
- 1b.** Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
2. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>
3. The tenderers have to deposit the Earnest money deposit to the account of e-governance /e-portal **for the supply of Breakfast, Lunch and Dinner, Drinking Water etc. on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi.** Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45 days beyond** the validity of the tender.
4. Tenders must be submitted to the **Rani Channamma University, Belagavi, Vidya sangama, Bhootaramanahatti, PB Road, N.H 4, Belagavi**, through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>
5. **The Technical Bid Tender will be opened on 14.09.2020 at 11-00 AM** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue
6. Other details can be seen in the tender documents.
7. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.00 am to 05:00 pm).
8. List of documents to support qualification of bidder is to be uploaded to the e- procurement website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)
9. Tender Accepting Authority reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

**SECTION II: INSTRUCTIONS TO TENDERERS (ITT)**  
**TABLE OF CLAUSES**

Clause Number	Topic Number
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2.	Cost of Tendering
<b>B. Tender Documents</b>	
3.	Contents of Tender Documents
4.	Clarification of Tender Documents
5.	Amendment of Tender Documents
<b>C. Preparation of Tenders</b>	
6.	Language of Tender
7.	Documents Comprising the Tender
8.	Tender Form
9.	Tender Prices
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11.	Documents Establishing Tenderer's Eligibility and Qualifications
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18.	Late Tenders
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20.	Opening of Tenders by the Purchaser
21.	Clarification of Tenders
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<b>F. Award of Contract</b>	
25.	Post-qualification
26.	Award Criteria
27.	Purchaser's Right to Vary Quantities at Time of Award
28.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders
29.	Notification of Award
30.	Signing of Contract
31.	Performance Security
32.	Corrupt and Fraudulent Practices

## SECTION II: INSTRUCTION TO TENDERERS (ITT)

### A. Introduction

#### 1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

#### 2. Cost of Tendering:

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

### B. The Tender Documents

#### 3. Contents of Tender Documents

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

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

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

#### 4. Clarification of Tender Documents

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

#### 5. Amendment of Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal
- 5.2 Amendment will be through e-procurement flat form.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

### C. Preparation of Tenders

#### 6. Language of Tender

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

**7. Tender Form**

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

**8. Tender Prices**

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

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

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

**9. Tender Currency**

**9.1** Prices shall be quoted in Indian Rupees:

**10. Documents Establishing Tenderer's Eligibility and Qualifications**

**10.1** Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

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

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

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

(b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested Pro-forma A given in **Section XII**)

**11. Earnest Money Deposit**

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

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

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

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

India or specified small savings instruments;

- (b) Be substantially in accordance with one of the forms of earnest money deposit included in Section IX or other form approved by the Purchaser prior to tender submission;
- (c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
- (d) Be submitted in its original form; copies will not be accepted; and
- (e) Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

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

**11.5** Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

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

**11.7** The tender security may be forfeited:

- (a) If a Tenderer
  - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
  - (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
- (b) In case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the Contract in accordance with ITT Clause 30; or
  - (ii) to furnish performance security in accordance with ITT Clause 31.

**12. Period of Validity of Tenders**

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

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

**13. Format and Signing of Tender**

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

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

**13.3** Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the tender.

**D. Submission of Tenders**

**14. Sealing and Marking of Tenders**

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

**15. Deadline for Submission of Tenders**

**15.1** As mentioned in the e-Procurement Portal

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

**16. Modification and Withdrawal of Tenders**

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

**16.2** e-Procurement

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

**16.4** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 12.7.

**E. Tender Opening and Evaluation of Tenders**

**17. A. Opening of Technical Bid Cover of Tenders by the Purchaser**

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

**17.2** The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, **on 14.09.2020** and in the following location:

**The Registrar, Rani Channamma University, "Vidya Sangama", Belagavi**

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

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

**19. Clarification of Tenders**

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

**20. Preliminary Examination**

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

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

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

**20.4** The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

**20.5** Prior to the detailed evaluation, pursuant to ITT Clause 21, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Force Majeure (GCC Clause 22), Limitation of liability (GCC Clause



28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

**21. Evaluation and Comparison of Tenders**

**21.1** The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 20 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 8, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

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

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

**22. Contacting the Purchaser**

**22.1** Subject to ITT Clause 19, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

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

**F. Award of Contract**

**23. Post qualification**

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

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

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

**24. Award Criteria**

**24.1** Subject to ITT Clause 26, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

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

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

**27. Notification of Award**

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

**27.2** The notification of award will constitute the formation of the Contract.

**27.3** Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 11.

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

**28. Signing of Contract**

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

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

**29. Performance Security**

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

**29.2** Failure of the successful Tenderer to comply with the requirement of ITT Clause 28.2 or ITT Clause 29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

**30. Corrupt or Fraudulent Practices**

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

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

**SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**  
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### **SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Definitions**

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

- (a) **"The Contract"** means the agreement entered into between the Registrar and the bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contractor"** the successful tenderer with whom the contract is entered into. Contractor also means caterer.
- (c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) **"Services"** means providing cooking & catering Services for the RCU Students and staff in campus and other obligations of the tenderer covered under the Contract.
- (e) **"GCC"** means the **General Conditions of Contract** contained in this Section.
- (f) **"SCC"** means the **Special Conditions of Contract**
- (g) **"The tenderer"** means the individual or firm Catering Services under this Contract.
- (h) **"The Government"** means the Government of Karnataka State.
- (i) **"The Project Site"**, where applicable, means the place or places named in SCC.
- (j) **"Day"** means calendar day.
- (k) **"Breakfast"** means the first meal of the day served during mornings.
- (l) **"Lunch"** means served in the middle of the day.
- (m) **"RCUB"** RANI CHANNAMMA UNIVERSITY, BELAGAVI

#### **2. Application**

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

#### **3. Standards and Safety**

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

3.2 The term food safety and standard means the terms and meanings defined in food safety and standards act 2006 for all academic and legal purposes.

#### **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

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

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

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

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

**5. Patent Rights**

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

**6. Performance Security**

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value.

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

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

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or
- (c) Specified small savings instruments pledged to the Purchaser.

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

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

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

**7. Inspections and Tests**

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

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

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

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

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

#### 7.6 Manuals and Drawings

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

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

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

### 8. Packing

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

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

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

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

### 9. Delivery and Documents

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

### 10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "ware house to ware house" (final destinations) on "All-risks" basis including Ware risks and Strikes.

### 11. Transportation

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

### 12. Incidental Services

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

(a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligation under this Contract; and
  - (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### **13. Spare Parts**

- 13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) advance notification to the Purchaser Of The Pending Termination, insufficient time to permit the Purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within 3 months of placement of order.

### **14. Warranty**

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or materials required by the Purchaser's Specifications) or from any actor omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for .....hours of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2;OR
  - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.

- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/ goods at the time of their replacement. No claim what so ever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 8 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

#### **15. Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCCC clause9, and upon fulfilment of other obligations stipulated in the contract.
- 15.3 Payment shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.
- 15.4 Payment shall be made in Indian Rupees.

#### **16. Prices**

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

#### **17. Change Orders**

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause31, make changes within the general scope of the Contract in anyone or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipping or packing;
  - (c) the place of delivery; and/or
  - (d) the Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

#### **18. Contract Amendments**

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

#### **19. Assignment**

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

#### **20. Sub contracts**

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



20.2 Sub contracts must comply with the provisions of GCC Clause 2.

## **21. Delays in the Supplier's Performance**

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

### **Hot cooked meals Services Penalty**

- (a) In case of deficient service where the contractor fails to supply of Breakfast, Lunch and Dinner, drinking water, etc., on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi. in such case the contractor will be liable to pay double the cost incurred in providing the Breakfast, Lunch and Dinner, drinking water etc.,
  - (b) In case of delayed service beyond 30 minutes, a penalty of Rs.1000/- will be leviable in each case. The service means the serving of all items at the appointed time in Schedule-I
- The DG or The Officer in charge or any official deputed by ATI will have the liberty to inspect the quality of food supplied. If the inspecting officer finds any discrepancy in quality of food, in charge may impose penalty of **10 % deduction** from the bill for that day. Or deduction of part or whole of security or termination of the agreement.
- 21.2 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the SR.
- 21.3 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.4 Except as provided under GCC Clause 24, delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

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

## **23. Termination for Default**

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

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for failure of its performance security, liquidated damages or termination for default, if and to the extent that, its delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

## **25. Termination for Insolvency**

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

## **26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which

performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **27. Settlement of Disputes**

- 27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct or formal negotiation any dispute arising between the Tender or in connection with the Contract.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 27.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

- 28.1 Exception cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages of the Purchaser; and
  - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

- 29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **30. Applicable Law**

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

## **31. Notices**

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

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

**32. Taxes and Duties**

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

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

1. The contract will be awarded on the following basis:
  - A. In agreement with the terms and conditions enclosed in the tender form.
2. Tenders shall be submitted in the e-procurement form only. If submitted in any other form the same shall be summarily rejected.
3. Tenders received without prescribed earnest money deposit (EMD) shall not be considered.
4. The tender should provide all the original documents at the time of verification
5. The scheduled issued with the form of tender listing the menu etc. for catering service to be renders must not be altered by the tenderer. Any modifications/ alterations of the rate scheduled considered necessary by the tenderer should be in the separate letter accompanying the tender.
6. Non paper shall be detached from the tender.
7. The name and address of the tenderer with rubber stamp shall be clearly written in the space provided and no overwriting corrections, insertion shall be permitted in any part of the tender unless duly counter signed by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
8. The tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedules to the tender are not filed in.
9. Individual signing the tender or other documents connected with the tender must specify whether he signs as:
  - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
  - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm.
  - (iii) Director or Principal Officer duly authorized by the Board of directors of the company.
10. In case of (ii) a copy of the partnership deed or general power of attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached concerning the business of the partnership has been conferred on any partner , the tender and all other related documents must be signed by all the partners of the firm In case of (iii) the person of the resolution attested by the principal officer should be attached.

11. The successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions.
  - (i) An agreement is signed by him in the prescribed form within 10 (ten) days of the receipt of the letter awarding the contract.
12. The bids should be valid in the case of all the tenders for at least 2 months from the date of opening of the tender and if any tenders withdraw or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
13. RCUB reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the highest maintenance charges offered, since due
14. The contract will be operative for two year from the date of award.
15. The contract once awarded can be terminated by RCUB after giving one-month notice to the RCUB. Nevertheless, RCUB may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract. RCUB decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
16. The contractor will have to provide a list of workers who will be working at RCUB campus and provide complete details about them. The contractor will also provide police verification and medical report of all his/her workers working within RCUB campus.
17. The contractor will be solely and exclusively responsible to adhere to meet out all statutory obligations under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws, PF & ESI remittance or any other prevalent laws both of Central & state enactments.
18. The contractor will also submit a medical certificate on half yearly basis that his/her employees handling food are not having any contagious diseases.
19. The contractor will ensure neat and clean cloths and aprons used by his/her employees handling food at all times. Every employee so appointed by the contractor shall wear the prescribed uniform. The said uniform shall be provided by the contractor at his own cost. The workers will bear the Identity Card issued by RCUB centre during the working hours.
20. The contractor will occupy the accommodation earmarked for Kitchen and Cooking activity and shall not occupy the adjacent verandas and open space.
21. The contractor will ensure that his/her employees do not loiter around in the campus in case of any loss of campus caused by the employees of the contractor, the contractor will be responsible.
22. RCUB reserves the right to ask & require the contractor to remove any person deployed by the contractor without assigning any reasons of notice.
23. The contractor will ensure high standard of cleanliness, hygienic and sanitation in the kitchen. The contractor will make the arrangements for keeping all eatable in covered, free from flies and insects. Adequate numbers of dustbins will be provided by the contractor to ensure proper disposal of garbage. There should not be any littering of unused food or any other articles. The contractor will also ensure that no used utensils viz Cups, Thalis are lying in the campus and these should be removed immediately.

24. The contractor will ensure that the cooks have proper shave sand clipped nails while cooking food and should wear apron and head gear.
25. The contractor will ensure that the cooked and un-cooked food is stored properly and no stale food is served. In case of any food poisoning, the contractor will be held solely responsible and will be penalized beside legal action.
26. The raw materials used for cooking can be checked by RCUB officials at any time and if substandard/unauthorized materials are found, the contractor will be penalized at the discretion of RCUB and contractor will have to abide by it. The penalty will include at least Rs.5000/- in case if it is found using sub standard material.
27. The contractor should have sufficient equipments & crockery and other items normally required to cater to at least 800-1000 persons at a given time. He should have sufficient utensils, crockery and other infrastructure to provide the service and also for buffet Lunch/high tea, as and when required.
28. The contractor should take all safety measures while running catering services. he will keep a first-Aid box for the persons deployed to work in campus.
29. The contractor shall not deploy any minor for the catering work.
30. The contractor shall abide by all laws of the land including labour laws, tax deduction liabilities, and welfare measures of its employees.
31. RCUB will deduct Income tax at source under section 194-c of the Income tax act, 1961 from the contractor bills if applicable.
32. The rates for different items shall be as per list enclosed. The contractor intends to serve eatables not specified in the enclosed list, the same must be with the approval of rates by committee of RCUB officials.
33. The Registrar or its authorized representative / committee member (s) may inspect the preparation of food etc. on time to time.
34. The contractor shall not engage the service of any subcontractor or transfer the contract to any other person. If it is found at any time that the contractor is unable to provide the catering service and has sub contracts to any other party, the RCUB has right to terminate the contractor and to forfeit all security deposits by giving one month's notice.
35. Firms submitting tender would be considered to have read & accepted all terms & conditions. No enquires verbal or written be entertained in respect of acceptance or rejection of the tender.
36. The bidder should indicate the name of the firm / firms along with location where they are currently having business with them and which can be seen by the RCUB officials. A satisfactory report issued by such organization/s must be enclosed with the bid.
37. The contractor shall make good all damage / loss which may be caused by any act or default of the contractor, his agents or servants or workers to any institute property of Institute with the option to have damage or loss otherwise made good by charging the contractor with the expenses.
38. Without prejudice to right under any other clause of contract, the RCUB may in the event of any breach of the conditions on the part of the contractor cancel the contract and charge the contractor with any loss arising from such cancellation.
39. Dispute if any, arising out of the contract shall be settled by mutual discussions or arbitration by sole arbitrator to be appointed by Registrar, RCUB at Belagavi as per the

provisions of the Indian Arbitration and conciliation Act, 1996 and rules framed there under.

40. All Legal disputes shall be subject to jurisdiction of Belagavi only.

41. The contractor shall submit duly signed undertaking enclosed with the tender document.

The Bidder shall upload duly filled, signed, sealed Technical Bid Formats along with

#### **SECTION V- A: SCHEDULE OF REQUIREMENTS (SR)**

1. **Raw materials and other cooking ingredients:** Caterer shall ensure that all food items used are of establish/ standard brand. All raw materials and cooking ingredients items like vegetables/ Milk products, etc., should always be fresh. Similarly cooking oils of reputed brands, safe for health should only be used. Stale and life expired items shall not be used under any circumstances. The caterer is responsible for serving healthy and Hygienic food.
2. **Quality of Rice:** for day to day use good quality Sona-Masuri premium quality raw rice, or equivalent quality raw rice and for special rice preparations such as Biryani / Pullav good quality Basmati rice shall be used
3. **Menu:** Caterer shall prepare food as per the menu at **schedule I** which shall be strictly followed. Changes, if any, shall be with the prior approval of the committee. Penalty may be levied for non-adherence to the approved menu.
4. **Quality & Quantity:** the caterer shall ensure that all food items are of a very high quality with adequate quantity sufficient for all the participants, for each meal. There will be no restriction on main course items such as Rice, Chapattis, Vegetables/ curries and dals.
5. The caterers need to setup sufficient counters for serving food and personnel for serving maintaining cleanliness (each counter minimum 7 person to be provided) should be made available.
6. Each counter should have all the food items, drinking water point and mineral water along with paper & steel glasses and hand wash point.
7. The buffet tables, 250 steel plates each counter, paper or steel glasses and other required utensils, for the same should also be provided.
7. **HYGEINE & CLEANLINESS:**
  1. Caterer shall ensure a high standard of hygiene and cleanliness at all times.
  2. Caterer shall cause to clean the Floor of dining areas which shall be mopped/ cleaned daily and from time to time. Not less than three times a day.
  3. The caterer shall arrange for cleaning the Dining table area from time to time and also shall arrange for cleaning of the Dining Hall, hand-wash area, the kitchen area, toilets and washing area at least 3 times daily and immediately after service/ as and when required
  4. The caterer shall ensure that the entire catering premises are kept hygienic and clean. Caterer is responsible to ensure preventive Pest Control measures in the Kitchen from time to time
  5. Caterer should not allow any garbage, debris or drain water to be let out on the ground, in and around kitchen/dining area and other related areas.
  6. Maintenance of Cleanliness, maintenance, garbage disposal shall be the responsibility of the caterer.
  7. **The caterers should not use any plastic items in the premises as it is a plastic free zone. Only paper cups, paper plates/steel cups/steel plates only should be used.**
  8. Crockery & cutlery once used shall not be reused in the same meal session (especially Steffen-dishes, dinner plates, drinking water glasses, bowls, forks, spoon etc) unless it is cleaned by washing. Cleaning of the plates and utensils shall be done with hot water, soapy water, duly cleaned and dried.

9. Caterer will ensure that the cutlery & crockery are not only clean visually but also free from any residual smell of food items.
  10. All incidental services like manpower required for Catering, waiters, helpers and cleaning staff along with Supervisory staff and the cost will be included in the rates quoted for the menu.
  11. The contractor will make necessary arrangement for sufficient number of employees to ensure faster service of food during meal time.
  12. Sufficient number of cleaners shall be employed by the contractor
  13. The contractor shall obtain a license for catering from Municipal Corporation within one month of signing the contract.
- **Ajinomoto, artificial colours, baking soda and any other taste enhancers should not be used**
  - Chapatti, Plain Rice, Sambar, Curds, Pickles, Sugar, Pappad are common items and should be served daily for lunch & dinner if required in addition to the items specified as daily menu in the above table.
  - The above menu may slightly be changed as per the Directions of RCUB as and when is required
  - Good quality branded biscuits should be used.
  - Tea- Branded tea only should be used
  - Milk, curds–Nandini brand of KMF only

Note: -

1. Pickles, curds and papad (lijjat/ anil) are common items and should be served daily for lunch and dinner in addition to the items specified as daily menu in the above table.
2. Used up oil should not be reused for cooking/ frying. Only approved oil, double refined sunflower Oil only must be used.
3. Different types of pickles like mango, lemon, should be served for lunch and dinner every day.
4. If the menu according to **schedule - I** is not adhered to strictly, penalty will be imposed.
5. Any changes if required, which does not involve extra cost will have to be entertained, if ordered by the committee.



## **SECTION VII: QUALIFICATION CRITERIA**

1. The Catering agency, catering contractor should have satisfactorily executed for an amount of Rs.7.5 lakhs to various State/Central Government, educational institution serving at least 1000 persons per day in any one year of the last three years' and a certificate to be enclosed in proforma –A of Section XII, to this effect.
2. **Annual Turnover of Rs.10,00,000/- (Rupees Ten lakhs only) in anyone year in the preceding 3 years** in which the tenderer should have executed Catering Services for the reputed Institutions. And upload the copies of ITR/authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountant **or** turn over details of any 01 years during the last 03 years certified by Chartered Accountants.
3. EMD for **Rs.8,250/-** as explained in para 11 of ITT.
4. Should have registered with Statutory authorities in Karnataka as indicated below and scanned copy of necessary proof such as:
  - Registration as a catering firm.
  - Valid License from Labour Department.
  - GSTIN Registration Certificate.
  - PAN No. of the Firm/Contractor.
  - Contractor must enclose the EPF & ESI certificate with Two Years ECR & challans

## **SECTION VIII: COVID-19 GUIDELINES:**

1. The contractor & staff should be aware of Covid-19 guidelines issued by the Ministry of Health & Family Welfare.
2. The contractor's staff should wear of face mask, hand gloves & Head cap in the work place during serving for Hygiene purpose compulsorily.
3. The contractor shall assign staff who are in good health free from cough, cold or fever & staff above the age of 65 years should not be assigned any duty.
4. All the staff should maintain social distancing.
5. Use the Sanitizers at work place.
6. Temperature screening is compulsory for all.
7. Spitting in work place shall be punishable with fine.
8. Work place shall be sanitized/disinfected between shifts.
9. The raw materials (Food Grains, Vegetables, Fruits etc.,) used for cooking should be cleaned thoroughly as per food catering guidelines of the Government.
10. Transportation vehicle & premises should be sanitized/disinfected before catering.
11. All the Utensils should be sanitized/disinfected using hot water.
12. Hot water should be provided for drinking purpose.
13. Disposal of food waste should be done as per food catering guidelines of the Government.

## **SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

Whereas ..... (*herein after called "the tenderer"*) has submitted its tender dated ..... (*date of submission of tender*) for the services providing the Cooking & Catering Services of RCU, Belagavi Campus (*hereinafter called "the Tender"*) KNOW ALL PEOPLE by these presents that WE ..... (*name of bank*) of ..... (*name of country*), having our registered office at ..... (*address of bank*) (*herein after called "the Bank"*), are bound unto ..... (*name of Purchaser*) (*herein after called "the Purchaser"*) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2020

### **THE CONDITIONS of this obligation are:**

If the Tenderer Withdraws its Tender during the period of tender Validity specified by the Tenderer on the Tender form; or Does not accept the correction of errors in accordance with the ITT; or

If the Tenderer, having been notified of the acceptance of its tender by the purchaser during the period of tender validity:

Fails or refuses to execute the Contract form if required; or

Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers; We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

..... (Signature of the Bank)

## **SECTION X: CONTRACT FORM**

**THIS AGREEMENT** made the ..... day of..... , 20 Between... ..

(Name of purchaser) of ..... (Country of Purchaser) (hereinafter called "the Purchaser")  
of the one part and ..... (Name of Supplier) of ..... (City and Country of  
Supplier) (hereinafter called "the Supplier") of the other part:

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

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

**SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM**

To: (Name of Purchaser)

**WHEREAS** ..... (Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....

dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

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

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

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

This guarantee is valid until the ..... day of..... 20.....

Signature and Seal of Guarantors

Date..... 20....

Address:.....

.....

.....

## SECTION XII

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

**Proforma for Performance Statement for the last three years** *(After fill, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)*

IFT No:

Date: \_\_\_\_\_

Date of Opening.....

Time \_\_\_\_\_

Name & address of the tenderer.....

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year 2017-18, 2018-19 2019 -20 only)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service Satisfactory?  Attach a certificate from the officer in-charge

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

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

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

Signature & Seal of Tenderer

**Proforma A**

This is to certify that ----- service providers have satisfactorily provided catering service to this organization during the year ----- against Order No: -----  
---- dated ----- for anamount of Rs. ----- .

Signature

Seal and signature of competent authority

**DECLARATION BY THE TENDERER:**

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

Place:

Seal & Signature of the Tenderer

Date:

**CHECK LIST FOR SUBMISSION OF SHORT-TERM TENDER**

<b>Sl. No.</b>	<b>Check list of Documents for Technical Evaluation</b>	<b>Details of Documents to be scanned &amp; uploaded Yes/No As per e-Portal</b>
01	EMD @ Rs.8,250/-	
02	Certificate of registration as a catering firm/ contractor under the labour act	
03	Certificate of registration as a catering contractor with city corporation	
04	Location of own cooking unit within the Belagavi City corporation Limits	
05	License issued by Food & Safety Standards Authority of India under FSS Act 2006	
06	Registration certificate issued by Commercial Taxes Department Govt. of Karnataka for GST (GSTIN Registration Certificate)	
07	Certificate of Registration issued by Commissioner of Central Excise & Customs for Service Tax	
08	Audited Balance Sheets and Income Tax Returns of three financial years in the past five years (03 financial years)	
09	Experience Certificate in supply of hot cooked meals in any one year out of the last three years to be filled and uploaded in Section XII, corresponding Proforma A to be filled and uploaded.	
10	Scanned Copy of the PAN card	
11	Valid License issued by Department of Labour for employment of Contract Labour	
12	Annual Turnover Statement for last 3 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less than 4.5 lakhs of the total amount put to tender, in any one of the 3 years duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5)	

**All above documents are to be uploaded in the above sequence in Technical Bid.**

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

Signature of Tender



## **Estimation**

**Estimation** for supply of Breakfast, Lunch and Dinner, drinking water, etc., on the Occasion of 8th Annual Convocation of Rani Channamma University, Belagavi.

**Name of Firm/Agency:**.....

### **Rate List of different items (Annexure 'A')**

<b>Date and Time</b>	<b>Venue</b>	<b>Particulars</b>	<b>Approx. No of Plates</b>	<b>Estimated Price</b>	
				<b>Rate per plate</b>	<b>Total Amount</b>
1 <sup>st</sup> Day 12.30 p.m.	Lunch New Guest House VIP	Chapati, Jowar roti, Muddi Palya, Began bhaji, Matki usal, Masala rice with saar+ white rice with Rasam+ Kosumbari, Pickle, Shenga Chutney, Papad, Salad, Dahi Sweet: Huggi + Drinking Water	200		
1 <sup>st</sup> Day 7.00 p.m.	Dinner (Buffet) VIP	Veg Menu: Soup: Cream of Tomato soup Snacks: Hara Bara cabab, Baby corn crispy Main Course: Methi Paratha, Plain Paratha Mutter Panner, Mix Veg Veg Pulav and Dal Fry Plain rice with Rasam Salad, pickle, small papad, Dahi Sweet: Hot Jamun with Vanilla Ice-cream Banana, Pan + Drinking Water	100		
2 <sup>nd</sup> Day 8.00 a.m. to 10.30 a.m.	Breakfast VVIP New Guest House (Sitting)	Special Sandwich+ Idly sambar Small Dosa +Batata Bhaji+ Chutney +Kunda+ Cut Fruits +Tea+ Nes Coffee+ Milk (Sugarless Option) + Drinking Water	100		
2 <sup>nd</sup> Day 8.00 a.m. to 10.30 a.m.	Breakfast VIP Club House (Buffet)	Special Sandwich+ Idly sambar Small Dosa +Batata Bhaji+ Chutney +Kunda+ Cut Fruit +Tea+ Nes Coffee+ Milk (Sugarless Option) + Drinking Water			
2 <sup>nd</sup> Day 8.00 a.m. to 10.30 a.m.	Breakfast Main Pandal & Amphi theatre	Idli, Wada, Chutney, Sambhar, Upama Pineapple shira, Tea/ Coffee + Drinking Water	300		
2 <sup>nd</sup> Day 8.00 a.m.	Breakfast Parcel	Upama and Pineapple Shira 500 ml Mineral Water Bottle	100		

2 <sup>nd</sup> Day 1.00 p.m. to 3.30 p.m.	Lunch for VVIP (Sitting) New Guest house	Puri + Phulka, Panner Tikka Masala Veg Hyderabad, Bindi Fry Ghee Rice with Dal tadka, Steamed rice+Rasam, Kanda Potato Bhajji Salad+Pickle+Papad, Curds Pudina Chutne, Amrakhand, Butter Milk, Ice-cream+banana+Paan + Drinking Water	100		
2 <sup>nd</sup> Day 1.00 p.m. to 3.30 p.m.	Lunch VIP (Sitting) New Club house	Puri + Phulka, Panner Tikka Masala Veg Hyderabad, Bindi Fry, Ghee Rice with Dal tadka, Steamed rice+Rasam Kanda Potato Bhajji, Salad+ Pickle+ Papad, Curds Pudina Chutney, Amrakhand, Butter Milk, Ice-cream +banana+Pan + Drinking Water	250		
2 <sup>nd</sup> Day 1.00 p.m. to 3.30 p.m.	Lunch Press	Puri + Phulka, Panner Tikka Masala Veg Hyderabad, Bindi Fry, Ghee Rice with Dal tadka, Steamed rice+Rasam Kanda Potato Bhajji, Salad+ Pickle+ Papad, Curds Pudina Chutney Amrakhand, Butter Milk, Ice-cream +banana+Paan + Drinking Water	100		
2 <sup>nd</sup> Day 1.00 p.m. to 3.30 p.m.	Lunch General	Indian Bread: Tawa Paratha and Puri Sabji: Mix Vegetable with Paneer, Sukka Kanda Batata, Veg Pulav with Drumstick sambar, Chawal: Steam Rice, Chawal Ke Sang: Drumstick Saar, Sweet: Amrakhand, Butter Milk, Curd, Kosumbri, Papad, + Drinking Water Pickle, Banana	300		
<b>Estimated Total</b>					
<b>Add GST</b>					
<b>Grand Total</b>					

Note: The rates should be quoted Exclusive of all taxes.

Any Other items to be included by the contractor with the prior approval and approved rates by RCUB Management.

Place:  
Date:  
signatory

Seal and Signature of authorized

**(Through e-procurement Portal Only)**

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