



Service Level Agreement and Packages

CANTEEN SERVICE - PERCENTAGE MODEL

SERVICE STC

SPECIAL TERMS AND CONDITIONS FOR CANTEEN SERVICE

A. Canteen Service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

1. General terms and conditions for Goods and Services. ("GTC").
2. Service specific terms and conditions ("STC") contained in this document.
3. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

1. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the Buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.

2. Stakeholders

The main stakeholders associated are:

1. **Buyer:** The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms
2. **Service Provider:** The Service Provider is responsible to provide all the required services in timely manner to the satisfaction of Buyer. The Service Provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deduction in case of non-adherence to the defined terms and conditions.

3. Service Scope

Scope of work for best price for Percentage Quote Based Model and Total Contract Value based model will include

-
- 1. To run and manage a canteen for the organisation
- 2. To provide healthy, fresh, and nutritious food and beverages
- 3. To abide by the various food safety guidelines including FSSAI License for Industrial Canteen as per Section 3 (1) (n) of the Food Safety Standard Act, 2006.

4. Terms and Conditions

4.1 Buyer's Obligations

1. The Buyer will not be liable for any injury or damage to any persons deployed by the Service Provider and any such happening will be entirely the responsibility of the Service Provider.
2. The Buyer or its representative shall have the right to review reports to check their conformity to the contract specifications at no extra cost to the Buyer.
3. The list of items in the various menus is a tentative one. The Buyer may change the list as per mutual discussion with the Service Provider at any time.
4. The food menu in the Canteen will be decided by the Buyer's Canteen Committee within the list of items given in the tender. The Service Provider will strictly adhere to the said Menu.
5. The employees nominated by the Buyer to the Canteen Committee will be free to inspect the Canteen for quality and quantity of food / other things supplied in the canteen at any time. The Service Provider will be fully responsible, in the event of any adulteration/food poisoning etc. and in such instance, if any, the Buyer reserves the right to impose financial deductions or terminate the contract forthwith, at its discretion.

4.2 Service Provider's Obligations

1. The Service Provider shall ensure that the quality, standards, services to be delivered or rendered hereunder, will be of the kind, quality and timelines as designated by the Buyer.
2. The Service Provider shall deploy adequate number of personnel required for undertaking the transition exercise.

3. An office of the Service Provider must be located in the state of Buyer.
4. Utmost care shall be exercised by the Service Provider in carrying out the work to ensure that no damage is caused to any person and properties.
5. The Service Provider should deploy only qualified and experienced professionals having requisite experience to carry out the work.
6. The Service Provider shall be liable for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the successful bidder while providing the services. The Buyer shall not be responsible for any claim raised by any third party against any losses caused due to any action or omission of the personnel of the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
7. The Service Provider shall regularly provide updates to Buyer with respect to the provision of the services as and when sought by the Buyer.
8. The Service Provider shall not violate any proprietary and intellectual property rights of Buyer or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights in course of providing services.
9. The Service Provider will be responsible for compliance of all applicable laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
10. The Service Provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the Buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.
11. The Service Provider shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
12. The Service Provider shall not sub-contract any work part of the scope of work.
13. The financial deductions in case of delay any, for filling of returns shall be borne by the Service Provider.
14. The Service Provider will ensure that Food handlers wash their hands with soaps and keep their hands sanitized regularly. Cooks, food servers and food handlers should always wear hairnets and gloves.
15. The Service Provider will ensure that use of plastic cups, carry bags should be avoided. Instead paper cups etc. should be used.
16. The Service Provider will ensure that all employees are free of any contagious diseases or ailments
17. The Service Provider shall be solely responsible for full compliance with the provisions of 'Sexual Harassment of Women at Workplace' (Prevention, Prohibition and Redressed Act, 2013).
18. The Service Provider can provide the canteen with extra furniture at his own cost which can be taken back after expiry of lease. The Service Provider has to bring his own utensils, cooking gas, extra furniture, manpower and any other items which may be required for running of canteen. The Buyer will provide existing furniture and utensils on as is and where is basis and the Service Provider has to maintain and keep an account of the same. The Service Provider shall return the furniture and utensils provided by the Buyer on expiry of the contract in the same condition as they were at the time of initiation of the contract.
19. The Service Provider shall be responsible for making necessary arrangement of all raw materials required for preparation of breakfast, lunch, dinner, snacks, beverages, sweets, preparation of items and serving the prepared food to employees, staff, students, consultants, including provision of all materials, equipment for

preparation and serving of articles. This will also include transportation, cost of materials and labour charges. The Service Provider shall make his own arrangement for safe preservation (in refrigerator) of materials and accommodation for his staff etc.

20. The Service Provider shall keep the canteen complex clean. If, at any point, the canteen & its premises are found unclean, the Service Provider shall be held responsible, and action deemed fit shall be taken by the competent authority.
21. The person associated with preparation and distribution of food will be required to undergo periodical medical check-ups to rule out the possibilities of communicable disease / infectious diseases and anybody found suffering from such diseases has to be kept out of engagement till he / she is fully recovered.
22. The Service Provider shall furnish list of personnel deployed by him with their names, photographs, present residential addresses/Hometown addresses, copy of Aadhar Card.
23. The Service Provider shall ensure that all his employees turn out in clean, appropriate uniforms and shoes at all times on duty.
24. The Service Provider must ensure an excellent standard of quality and hygiene of eatables in the Canteen at all times. The employees designated by the Buyer will be free to inspect the Canteen for this purpose at any time. The Service Provider shall be fully responsible, in the event of any adulteration/food poisoning etc. and in such instance, if any, the Buyer shall terminate the contract forthwith, at its discretion.
25. The Service Provider shall be solely responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration.
26. Employment of child labour is strictly prohibited under the law. Therefore, the Service Provider will not employ any child for its operations.
27. Service Provider will ensure that necessary security clearance in terms of police verification has been carried out for all employees working in the mess.
28. Service Provider will ensure that all the employees working in the canteen always wear clean uniform, caps and gloves while performing their duties.
29. The Service Provider will ensure that there is daily, or as specified by the Buyer, disposal of canteen garbage and cleanliness is maintained at all times.

4.3 Special Terms and Conditions

1. No advance shall be payable under any circumstances by the Buyer to the Service Provider.
2. Service Provider shall ensure that no dangerous / inflammable goods, narcotics, or drugs to be stored in the premises.
3. Service Provider shall ensure that vegetarian & non-vegetarian dishes shall be prepared separately the kitchen.
4. Service Provider shall ensure that dedicated /toll Free Telephone No. for Service Support be in operation at any given point in time.
5. Service Provider shall ensure a proper Escalation Matrix for Service Support.
6. Service Provider shall ensure that the quality of the raw materials to be used for preparation of in the canteen should be of highest standard and fresh.
7. Service Provider shall ensure that raw materials, cooking medium, fruits, biscuits, and other eatables should be of desired quality
8. Sale and use of tobacco and liquor is prohibited and it shall be exclusive responsibility of Service Provider to ensure that none of its personnel deployed at the Buyer's site consumes tobacco or liquor.
9. Service Provider shall ensure that the canteen shall not be used as a place of manufacture for supply of food material to other premises.

10. The rates quoted shall be inclusive of all Taxes including GST.
11. Rent agreement cannot be considered as proof for Geographical presence. The documents which are submitted for geographical presence, should be before the bid publish date.
12. In case any facility essential for running, operating and managing the canteen has not been explicitly mentioned by the Buyer in the bid document, then the responsibility of providing the same will be with the Buyer.
13. MRP items should be sold at MRP or less.

5. Relationship between the Buyer and the Service Provider

The relationship between the Buyer and the Service Provider under this agreement is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly outlined in this Agreement. Therefore, neither the Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the Service Provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that the Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages, or anything arising out of their employment/duty under this STC. The Service Provider shall make its employees / personnel known about this position in writing before deploying the personnel to the Buyer's site.

6. Payment Schedule

1. The Payment procedure shall be in as specified in the General Terms and Conditions (GTC) of GeM.
2. Payment schedule to be as per payment terms specified in bid document.

7. Formula used

The contract value shall be calculated using below formula:

Total Contract Value = (Estimated Value x percentage quotation by bidder)/100; where Estimated value, is entered by buyer based on their calculation & Bidder quotes the %age of the total estimated value.

E.g. if bidder wants to give a 5% discount on the estimated value of buyer, then they shall quote 95 in the rate sheet parameter

8. Deduction and Termination

Sr. No	Particulars	1 st instance	2 nd instance	3 rd instance
1	Not providing good, hygienic meal or using expired packed items	Rs. 5000	Rs. 15000	Termination of Contract

Sr. No	Particulars	1st instance	2nd instance	3rd instance
2	Refusal to perform duties, smoking, drinking, or any instance of misbehavior and indiscipline of the Service Provider's employees	Rs. 5000	Rs. 15000	Termination of Contract
3	Not maintaining cleanliness in the dining area	Rs. 5000	Rs. 15000	Termination of Contract
4	Not disposing off garbage timely	Rs. 5000	Rs. 15000	Termination of Contract
5	If the employee of Service Provider is found responsible for any leakage of information, lobbying, bribing etc.	Rs. 5000	Rs. 15000	Termination of Contract
6	Not adhering to agreed food menu	Rs. 5000	Rs. 15000	Termination of Contract
7	Non-operational during prescribed working hours	Rs. 5000	Rs. 15000	Termination of Contract
8	Absenteeism, Under staffing	Rs. 5000	Rs. 15000	Termination of Contract
9	Any complaint of stones / pebbles/ soft objects like rope, soft plastic, cloth, foreign particle etc in food	Rs. 5000	Rs. 15000	Termination of Contract

Sr. No	Particulars	1st instance	2nd instance	3rd instance
10	Any instance of food poisoning or resulting sickness to people eating canteen food	Rs. 5000	Rs. 15000	Termination of Contract