

प्रसार भारती

PRASAR BHARATI

(भारत का लोक सेवा प्रसारक) (India's Public Service Broadcaster)

Email

अति.कार्य)महानिदेशक.)The Addl..Director General(Prog.) आकाशवाणी ,प्रसारण अवस ,All India Radio, Broadcasting House पच,पारेख मार्ग.टी. मुंबई H.T.Parekh Marg, Mumbai : 400 020



: <u>seconalmumbai@qmail.com</u> Tele FAX : 022 2202 6241 Tele FAX : 022 2202 9668 Telephone : 022 2202 6242

NO.: AIR/ MUM:10(1)/Canteen2018/G/

Date:28.12.2018

TENDER DOCUMENT

Subject: Two- yearly contract for running canteen in All India Radio, New Broadcasting House, Backbay Reclamation, Mumbai 400020.

The office of the Addl. Director General (P), All India Radio, a constituent of prasar Bharati intends to enter into a two-yearly contract with an eligible and successful tenderer to run the canteen in Akashvani Building (New Broadcasting House) Backbay Relemation, Mumbai.

The scope of work is enclosed at Annexure-'A'. Only those parties who have authorized 2 and valid license for running catering / canteen and at least two successful contracts to their credit for running canteens in Government Departments, Public Sector Undertakings or Autonomous bodies having staff strength of 500 or more, during the past 3 years shall be eligible to participate in the tendering process. The tender is to be submitted in 2 parts-Eligibility Bid as per Annexure-'B' and Commercial Bid as per Annexure-'C-I & 'C-II'. The Eligibility Bid and the Commercial Bid are to be submitted in two separate sealed envelopes superscripted as "Eligibility Bid for running canteen" and "commercial Bid for running canteen", respectively. The two envelopes containing the Eligibility Bid and the commercial Bid should be placed in a single sealed envelope. The Eligibility bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousand only) in the form of Bank Draft/Banker's Cheque drawn in favour of "Station Director, All India Radio, Mumbai" and certificate (s) from the concerned Government Department, public sector Undertaking or Autonomous Body regarding successful execution of the contract(S) with them and last 3 years IT return with details of turnover/balance sheet with an annual turnover not less than Rs. 15 Lakh.

3 The contract shall be governed by the terms and conditions to be laid down in an Agreement between this Addl. Director General(P), AIR, Mumbai and the successful tenderer to be executed on a stamp-paper of Rs. 100/-, as per the text of the Agreement enclosed at Annexure-'D'

4 Tender documents and general instructions to bidders and other details including amendments/changes can be viewed/downloaded free of cost from website : <u>https://allindiaradio.gov.in</u>. Bidders may personally visit Akashvani Building premises between 10.00 AM to 1.00 PM on any working day upto 15.01.2019 to assess for themselves the scope of the contract before submitting their tenders.

5. The sealed tender should be submitted with **superscripted Enquiry reference and date of** opening to Sr. Administrataive Officer, Administration Section, 4th floor, Akashvani Building by 3.00 PM. on or before 16.01.2019. The incomplete, vague, unresponsive and late/delayed tenders will not be considered. A tender will be considered unresponsive, where

1. It is unsigned or signed without the rubber stamp of authorized signatory of the firm.

II. It is illegible.

III. It is not submitted as per Notice Inviting Tender and any of the terms and condition/,

IV. The quotation have not been made for allitems.

V. The tender is conditional.

VI. The tenderer does not agree to any of the term and conditions specified herein.

VII. If the items guoted are sub-standard.

6. Firstly, the Eligibility Bids shall be opened by Tender Opening Committee at 3.30 PM on the 16.01.2019 in the chamber of undersigned in the presence of authorized representatives of tenderers who may like to be present along with the authority letter from the concerned firm. The Commercial Bids of only those bidders who fulfill the eligibility criteria shall be opened subsequently by the same Tender Opening Committee for which the intimation regarding time and date will be sent by post or telephonically. Only one representative on behalf of each tenderer shall be allowed to be present at the time of opening the Bids.

Head of office of All India Radio reserves the right to accept or reject any of the tenders without assigning any reason, whatsoever.

8. All concerned may read the Tender Document carefully before deciding to participate in the tendering process in this case. No correspondence, seeking any further details and clarifications, will be entertained. While submitting documents and bids all pages shall be counter signed by the bidder.

The bidders should quote for all items and note that the contract will be awarded only to one party on the basis of competitive and economical rates.

Yours faithfully,

Sr. Administrative Officer/DDO For Addl. Director General (P)

ANNEXURE-A

SCOPE OF WORK

The canteens are to be run from the designated premises in Akashvani Building (New Broadcasting House).

Presently the following offices are functioning in New Broadcasting House, AIR, Mumbai as detailed below:

AKSAHVANI BUILDING (NEW BROADCASTING HOUSE):

S.No.	Office Name	Staff Strength(Approx)	No. of Visitors per day(Approx)
1	Addl. Director General (P), All India Radio (Cauals: Prog- 28,Adm14,HK-17	180+59casuals	70
2	Addl. Director General (P)[WR I &II], All India Radio	6	10
3	Central Sales Unit	43+14 casuals	15
4	Commercial Broadcasting Service	18+13 casuals	20
5	Civil Cunstruction Wing (C) &(E)	27+2 casuals	4
6	Pay & Accounts Office	17+5 casuals	10
Total		384	128

3. The offices of Addl. Director General (P), All India Radio, Addl. Director General (P)[WR I & II], Central Sales Unit, Commercial Broadcasting Services, Civil Cunstruction Wing (C), Civil Cunstruction Wing (E), Pay & Accounts Office normally function from 9.30 AM to 6.00PM and similarly Addl. Director General (P), All india Radio, News Service Division 9.30 AM to 6.00 PM and the Programme Wing and Engineering Wing of Addl. Director General (P) function 24 hours all days due to Broadcast of Programme. Apart from the day to day products to be provided through the canteen , the contractor shall also be required to supply high-tea, official lunch and official dinner as per specific requirement of any of the offices of All India Radio functioning from Akashvani Building (New Broadcasting House) from time to time during the contract period.

Canteen's timing for supply of food will be 7.30 am to 7.30 pm.

ELIGIBILITY BID

Sr.No.	Particulars	Status
1.	Whether tender has authorized and valid license for running catering/canteen	Yes/No
2.	Whether the tender has is successful contracts to its credit for running canteens in Government Departments, Public Sector undertakings or Autonomous bodies having staff strength of 500 or more during the past 3 years	Yes/No
3.	If yes, whether the tenderer has submitted certificates from the concerned Govt. Departments, Public Sector undertakings or Autonomous body on their letter head in the following format:- "This is to certify that M/s has/had a contract with this office, having a staff strength of for running its canteen for a period of to satisfactory services during the contract period.	Yes/ No
4.	Note: The certificate should be signed by officer not below the rank 1 of under Secretary to the Govt. of India.	Yes/ No
5.	Whether the tenderer has (EMD) of Rs.10,000 enclosed Bid Security If yes, details thereof:	i. Bank Draft ii. Date iii. Drawn on iv. Amount v.
6.	Whether the tenderer has submitted I.Tax return for F.Y 2015-16, 2016-17, 2017-18 and it beyond Rs.15 lakh per annum	Yes/ No

Check List

- It is unsigned or signed without the rubber stamp of authorized signatory of the firm.
- 2) It is illegible.
- It is not submitted as per Notice Inviting Tender and any of the terms and condition/,
- 4) The quotation have not been made for all items.
- 5) The tender is conditional.
- The tenderer does not agree to any of the term and conditions specified herein.
- 7) If the items quoted are sub-standard.
- 8) Whether tender has authorized and valid license for running catering/canteen
- 9) Whether the tender has is successful contracts to its credit for running canteens in Government Departments, Public Sector undertakings or Autonomous bodies having staff strength of 500 or more during the past 3 years
- 10) If yes, whether the tenderer has submitted certificates from the concerned Govt. Departments, Public Sector undertakings or Autonomous body on their letter head in the said format. (The certificate should be signed by officer not below the rank 1 of under Secretary to the Govt. of India).
- Whether the tendered has (EMD) of Rs.10,000 enclosed Bid Security If yes, details thereof:
- Whether the tenderer has submitted I.Tax return for F.Y 2015-16, 2016-17, 2017-18 and it beyond Rs.15 lakh per annum.
- While submitting documents and bids all pages shall be counter signed by the bidder.

Annexure- Cl

SNo.	Item	Specifications	Rate(in Rs)
i.	Tea (ordinary)	Per cup (140 ml)	
2	Tea (special with 'dip' tea bag)	Per cup (140 ml)	
3	Coffee(ordinary	Per cup (140 ml)	
4	Coffee (espresso)	Per cup (140 ml)	
5	Cold Coffee	Per cup (140 ml)	
6	Cold Drinks	200 ml bottle	
7.	Cold Drinks	300 ml bottle	1
8.	Lassi (sweet)	250 ml	
9.	Lassi (salted)	250 ml	
10.	Butter Milk	250 ml	
11.	Milk (hot)	250 ml	
12.	Milk Shake	250 ml	
13	Mango Shake	250 ml	
14.	Banana Shake	250 ml	
15.	Strawberry Shake	250 ml	
16.	Soup (veg)	Per bowl (200 ml)	
17.	Soup (chicken)	Per bowl (200 ml)	
18.	Fruit Juice(fresh)	Per glass (200 ml))
19.	Fruit Chaat(fresh)	Per plate (250 gm)
20.	Biscuits(branded)	Per packet	
21.	Packaged Namkeen(branded)	Per packet	
22.	Samosa	Per piece (50 gm)
23.	Paneer Pakora	Per piece (50 gm)

Commercial Bid Day to day products

No.	Item	Specifications	Rate(in Rs)
24.	Bread Pakora (stuffed)	Per piece (80 gm)	10.111
25.	Veg Pakora	Per piece (50 gm)	
26.	Mix Pakora	Per plate(100 gm)	
27.	Aloo Bonda	Per piece (60 gm)	
28.	Chana Vada	Per piece (50 gm)	
29.	Mathee	Per piece (30 gm)	
30.	Kachori with chatney	Per piece (30 gm)	
31.	Kachori with sabzi	Per piece (30 gm)	
32.	Veg Cutlet	Per piece (80 gm)	
33.	Veg Pattie	Per piece (100 gm)	
34.	Veg Burger	Standard size	
35.	Boiled Egg	Per piece	
36.	Omlet	1 Egg	
37.	Omlet	2 Eggs	
38.	Bread Slice (Britannia/ Modern/ Harvest)	Per slice (big)	
39.	Bread Slice (Britannia/ Modern/ Harvest) with Butter	2 slices (big) & 10 gm butter	
10	Amul Butter(Normal)	25 gm	
41	Amul Butter(Lite)	25 gm	
12	Bread-Butter Toast	2 slices (big)	
13	Grilled Sandwitch	Per Piece	
4	Veg Sandwitch	Per Piece	
5.	Chowmin (with sauce)	Per plate (225 gm)	
6	Plain Dosa (with sambar & chatney)	Per piece (100gm)	

Sl.No.	Item	Specifications	Rate(in Rs)
47	Masala Dosa (with sambar & Chatni)	Per piece (20f)gm)	
48	Veg I/ tapaiai (with sambar & chatney)	Per piece (20f)gm)	
49,	Upma(witl Gambar & chatney)	Per plate (200gm)	
50	Vada(with sambar & chatney)	Per piece (50gni)	
51	Idly{with sanabar & chatney}	Per piece (100gm)	
52	Dhokla	Per piece(100 gm)	
53	Khand i	Per piece(1 00 am)	
54,	Chhole & Bhatoorc	2 Pieces (200gm) of bhatoorc and chhole	
55.	Puri& Subzi	4 Pieces (225gm)	
56.	Dahi Vada	Per Piece (75gm)	
57.	Khoya Burfec	Per piece (50gm)	
58.	Besan Burfee	Per piece (50gm)	
59	Besan Laddo	Per piece (50gm)	
60.	Immertee	Per piece (50gm)	
61.	Gulab Jamun	Per piece (50gm)	
62.	Rasgulla	Per piece (50gm)	
63.	Balushahee	Per piece (50gm)	
64	Gajar Halwa	Per plate (100gm)	
65	Suji Halwa	Per plate (150gm)	
66.	Moong Dal Halwa	Per plate (100gm)	
67.	Kheer	Per plate (200gm)	
68.	Kesari Bhath Sweet	Per plate (150gm)	
69,	Chenna Murki	Per plate(100gm)	

SNo.	Item	Specifications	Rate(in Rs)
70	Lunch /Dinner (Ordinary)- Vegetarian (1 seasonal veg + 1 dal/ /Kadi- Pakora+boiled rice-basmati (125gms) + 2 roti / 2 chapati +curd/raita+1 papad+chatney/Pickle	Per fixed thali	
71.	Lunch/Dinner (Special)- Vegetarian (1 Paneer Veg+1 seasonal veg+1 Dal makhni+curd/raita Pulao-basmati (125 gms)+2 naan/laccha parantha/ chapati papad+chatney/pickle+1 sweet)	Per fixed thali	
72.	Roti—Tawa	Per piece (50 gm)	
73.	Roti-tandoori	Per piece (50 gm)	
74.	Roti—missi-tandoori	Per piece (50 gm)	
75.	Parantha-plain-tawa	Per piece (50 gm)	
76.	Parantha-plain- tandoori	Per piece (50 gm)	
77.	Parantha-stuffed-tawa	Per piece (75 gm)	
78.	Parantha-stuffed-tandoori	Per piece (75 gm)	
79.	Parantha-lachha-tandoori	Per piece (50 gm)	
80.	Naan-plain-tandoori	Per piece (50 gm)	
81.	Naan-stuffed-tandoori	Per piece (50 gm)	
82.	Veg Pulao-basmati	Half Plate (125 gm)	
83.	Veg Pulao-basmati	Full Plate (250 gm)	
84.	Mutton Pulao-basmati	Half Plate (125 gm)	
85.	Mutton Pulao-basmati	Full Plate (250 gm)	
86.	Chicken Pulao-basmati	Half Plate (125 gm)	
87.	Chicken Pulao-basmati	Full Plate (250 gm)	
38.	Rice-basmati (boiled)	Half Plate (125 gm)	
89.	Rice-basmati (boiled)	Full Plate (250 gm)	

SNo.	Item	Specifications	Rate(in Rs)
90.	Sabzi (seasonal)	Per plate (200gm)	
91.	Sabzi (paneer)	Per plate (200gm)	
92.	Speical sabzi (mutter-mushroom or veg-kofta)	Per plate (200gm)	
93.	Rajma	Per plate (200gm)	
94.	Kadi-Pakora	Per plate (200gm)	
95.	Dal	Per plate (200gm)	
96.	Dal Fry	Per plate (200gm)	1.
97.	Dal Makhni	Per plate (200gm)	
98	Curd/Raita	Per plate (150gm)	
99	Egg Bhujia	Per plate (2 eggs)	
100	Egg Curry with 1 egg	Per plate (200gm)	
101 .	Mutton Curry	Per plate (200gm)	
102	Chicken Curry	Per plate (1/4 Chicken)	
103	Fish Curry	Per plate (2 pieces)	
104	Keema Kofta	Per plate (200gm)	
105	Batata Wada (2 pc)	Per Plate (150 gm)	
106	Misal	Per Plate (200 gm)	
107	Kotmir wada (2pc)	Per plate (150 gm)	
108	Sabudana wada (2 pc)	Per plate (150gm)	

NOTE:- The rates quoted should be all inclusive, including taxes.

Annexure-C II

COMMERCIAL BID PART-II

Hieh-tea and official lunch/dinner

High-tea (Tea, Coffee, cold drink, specialsamosa, cutlet, sauce/ketchup,	Per-head	
special samosa, cutlet, sauce/ketchup,	(fixed quantity)	
2 varieties of good quality branded biscuits, gulab jamun, wafers & roasted pea-nuts)	Per-head (buffet with re-serving)	
piece idly, 1 piece vada, l mini- masala dosa, Sambar, 2 varieties of chatney, Maharashrian pakora & 1 piece mysore-	NEWS DECOMPANY AND A	
	EXPERIMENTAL STREET	
espresso coffee, cold drink, veg burger, sauce/ketchup, 2 varities of good		
(veg soup, 1 Dal Tadka,1 Veg. Kolhapuri 1 seasonal sabzi, pulav, paan/roti/parantba/ raita or dabi		
	· · · · · · · · · · · · · · · · · · ·	
(curd rice, Dal Khichadi,Jira Rice ,chapati, usal, seasonal sabji/zunka. Pickle,papad, raita chutani.		
Mineral Water	Per container	
	 High-tea (tea, coffee, cold drink, 1 piece idly, 1 piece vada, I mini- masala dosa, Sambar, 2 varieties of chatney, Maharashrian pakora & 1 piece mysore- pak) Special High-tea (dip-bag tea, espresso coffee, cold drink, veg burger, sauce/ketchup, 2 varities of good quality branded biscuits. Special lunch/dinner- (veg soup, 1 Dal Tadka, 1 Veg. Kolhapuri 1 seasonal sabzi, pulav, naan/roti/parantha/ raita or <u>dahi</u> green-salad, papad, pickle & sweet-dish) Official lunch/ dinner (curd rice, Dal Khichadi, Jira Rice, chapati, usal, seasonal sabji/zunka. Pickle, papad, raita chutani. 	High-tea (tea, coffee, cold drink, 1 piece idly, 1 piece vada, 1 mini- masala dosa, Sambar, 2 varieties of chatney, Maharashrian pakora & 1 piece mysore- pak)Per-head (fixed quantity)Special High-tea (dip-bag tea, espresso coffee, cold drink, veg burger, sauce/ketchup, 2 varities of good quality branded biscuits.Per-head (fixed quantity)Special lunch/dinner- (veg soup, 1 Dal Tadka,1 Veg. Kolhapuri 1 seasonal sabzi, pulav, naan/roti/parantha/ raita or dahi green-salad, papad, pickle & sweet-dish)Per-head (fixed quantity)Official lunch/dinner (urd rice, Dal Khichadi,Jira Rice ,chapati, chutani.Per-head (fixed quantity)Per-head (fixed quantity)Per-head (fixed quantity)Per-head (buffet with re-serving)Per-head (fixed quantity)Per-head (buffet with re-serving)Per-head (fixed quantity)Per-head (buffet with re-serving)Per-head (buffet with re-serving)

NOTE:- The rates quoted should be all inclusive, (including taxes).

Annexure 'D'

TEXT OF AGREEMENT FOR RUNNING CANTEEN IN AKASHVANI BHAWAN AND NEW BROADCASTING HOUSE

This Agreement is made between office of the Addl. Director General (P), All India Radio, a constituent office of Prasar Bharati, Akashvani Building (New Broadcasting House, Backbay Recalmation, H.T.Parekh Marg, Mumbai – 40020 (herein after called the All India Radio) and _______(hereinafter called the Contractor) for running the canteen by the Contractor in Akashvani Building (New Broadcasting House,, All India Radio with effect from _______initially valid for a period of 03 months and extendable up to one year based on satisfactory performance by contractor. The contract will be extendable for second year based on satisfactory performance and mutual consent. However, the total period of the contract with extensions will not exceed for period of more than three years. The terms & conditions of this contract shall be as under:-

- The Contractor shall run the canteen in the designated premises within Akashvani Building (New Broadcasting House), and skeletal (services of tea/coffee in rooms on other floors. The Contractor shall not be entitled to sublet the running of canteen to any other individual or Party on his behalf.
- The Addl. Director General (P), AIR, mumbai shall have the absolute right to regulate/change the canteen-timings from time to time as per specific requirement during the contract period. The Addl. Director General (P), AIR, mumbai shall also, reserve the right to change the designated premises within Akashvani Building from time to time as per specific requirement during the contract period.
- The Contractor shall cater to the officers & staff members of the respective offices of Akashvani Building (New Broadcasting House) and authorized visitors as per the product-wise rate list enclosed at Annexure-I through the following services:-
 - (a) Service through cash sales at the main canteen in Akashvani Building (New Broadcasting House).
 - (b) Room service through cash sales.
- 4. The canteen shall also provide credit facility to the officers entitled for hospitality expenditure. This shall include across-the-counter service or room-service as per the choice of the concerned entitled officers. For such credit sales, the concerned office of AIR shall make payment to the Contractor on monthly basis against bills duly verified by the concerned entitled user officers subject to the monthly expenditure limit of each such officer. It shall be the responsibility of the Contractor to ensure genuineness of entitlement, including adherence to the monthly hospitality expenditure limit of the concerned entitled officers, in consultation with the concerned office of AIR functioning at Akashvani Building (New Broadcasting House).
- The Contractor shall submit to the Addl. Director General (P), AIR, mumbai daywise weekly menu at least 3 days prior to the start of a particular week for information/approval. The Contractor shall prominently display at the canteen and tea/coffee/pantry rooms, on daily basis, the list of products available on the particular day.

- Whereas Addl. Director General (P), AIR, mumbai shall have the absolute right to determine, change and alter the periodity / frequency of availability of various items / products sold through the canteens from time to time during the contract period.
- 7. The Contractor, apart from the day-to-day products to be provided through the canteen as listed in Annexure-I, shall also be required to supply high-tea, official lunch and official dinner, as detailed in Annexure-II, as per specific requirement of any occasion / event, to the offices of AIR functioning at New Broadcasging House from time-to-time during the contract period. Such supplies shall include good quality catering and serving on the spot through neatly uniformed and efficient waiters. For this, the concerned office of AIR shall place separate order on the Contractor sufficiently in advance prior to the occasion/event and such concerned office of AIR shall make payment to the Contractor on the basis of the bill(s) submitted after conclusion of the particular occasion/event.
- No escalation in the product-wise rates, for any 'reason whatsoever shall be allowed during the contract period.
- 9. The Addl. Director General (P), AIR, mumbai shall provide the required electricity and water supply to the Contractor free of charge for running the canteen. The Contractor shall, however, use electricity only for running essential equipments for the exclusive use of canteen i.e. refrigerator(s), deep freezer(s), hot case(s), food warmer(s), mixer(s), / grinder(s)/tea/coffee dispenser machine(s), espresso machine(s), tea-water boiler(s) and geyser(s) for hot water (for cleaning utensils only). The contractor will not use the electricity for cooking purposes.
- 10. The Addl. Director General (P), AIR, mumbai shall also provide, at its expense, intercom facility, lighting, fan(s), exhaust fan(s)/ventilator(s), drinking water cooler(s) along with aqua guard(s) in the canteen as welfare measures to the users. It would be the Contractor responsibility that the infrastructure provided to them is maintained in good condition. Cost for any damage found to have been occurred to the installation, premises etc. will be recovered from the contractor.
- The Addl. Director General (P), AIR, mumbai shall not provide any cash subsidy to the Contractor for running the canteen.
- 12. The Contractor shall arrange, at their expense, all the remaining items, materials and equipment required for proper running the canteen. These shall include furniture, utensils, crockery, cutlery, refrigerator(s), deep freezer(s), hot cases(s), food warmer(s), mixer(s) & grinder(s), tea/coffee dispenser machine(s), espresso machine(s), tea-water boiler(s), hot- water geyser(s), cooking gas & cooking stove(s), raw material(s), etc.
- 13. The Contractor shall use only food-grade disposable containers/dishes (plates, cups, tumblers, spoons, etc.) and packaging material, whenever required. The Addl. Director General (P), AIR, mumbai, if considers necessary shall direct the Contractor to use such food-grade disposable containers/ dishes and packaging material of any particular brand, grade and quality at any stage/ point of time during the contract period and the Contractor shall be bound to accept & act upon such directions immediately. For Tea, Coffee, Soup and similar beverages plastic cups will not be used at all. Only good quality food grade paper cups/glasses will be permitted.
 - The Contractor shall, at its expense, maintain proper pest control within the designated premises of canteen at all times.

- The Contractor shall, at its expense, maintain absolute hygiene inside and around the designated premises of canteen through permissible measures.
- The Contractor shall ensure that the utensils being used are hygienically washed and cleaned at all times.
- The Contractor shall ensure proper prior police verification of character and antecedents of the personnel deployed by them to run canteen in Akashvani Building (New Broadcasting House).
- The Contractor shall ensure that their personnel have good health and are particularly free from any infectious/communicable disease.' The Contractor shall also ensure that the canteen personnel maintain visible personal hygiene at all times including proper trimming of hair/nails.
- 19. The Contractor shall ensure that their personnel are well dressed in proper uniform (including gloves, head cap and apron), well trained, well behaved and courteous in dealing with officers, staff members and visitors of New Broadcasting House. The Contractor shall also ensure that their personnel do not smoke, consume alcohol or any intoxicating drugs/ substances while performing duty in Akashvani Building.
- 20. The Addl. Director General (P), AIR, mumbai shall have the absolute right to direct the Contractor to withdraw any particular member of their personnel from duty in the canteen without assigning any reason, whatsoever, and the Contractor shall be bound to accept & act upon such directions immediately.
- 21. The Contractor shall use only good quality fresh vegetable and raw materials of standard grade with such quality certification as "Aginark; 1316 Mark etc. (wherever applicable) and permitted preservatives & food grade colours (wherever required). The Contractor shall ensure proper storage of these items free from contamination of any kind, including through pests.]
- 22. The Contractor shall be wholly & solely responsible for any contamination, adulteration and/ or food poisoning occurring in the products sold through the canteen and shall be bound to bear the specific penalty that may be fixed by the Addl. Director General (P), AIR, mumbai or any other authority in respect of any specific case/incident.
- 23. The Addl. Director General (P), AIR, mumbai shall have the absolute right regarding the brand, grade and quality of any raw material(s) to be used in the preparation of various items sold through the canteen and accordingly, if it considers necessary, it shall direct the Contractor to use raw material(s) of any particular brand, grade and quality at any stage/points of time during the contract period and the Contractor shall be bound to accept & act upon such directions immediately.
- 24. The Contractor shall ensure that the products sold through the canteen are pleasant in appearance, taste fresh & good and are served in clean good quality containers/ dishes. The Addl. Director General (P), AIR, mumbai shall have the absolute right to direct the Contractor to withdraw any particular product on sale through the canteen at any time, if in the opinion of the Addl. Director General (P), AIR, mumbai such product is not pleasant in appearance and/or does not taste fresh & good and to replace the same by a fresh lot. The Contractor shall be bound to accept and act upon such directions immediately. Monthly menu will be prepared by the

Contractor/Manager and got it approved by the Canteen Committee through Addl. Director General (P), AIR, Mumbai.

- 25. The Contractor shall be required to deposit with the Addl. Director General (P) an amount of Rs. 50,000/-(Rupees Fifty thousand only) as performance Security in the form of FDR drawn in favour of the agency but hypothecate to the "Station Director, All India Radio, Mumbal" covering the period of contract within 3 days of entering into this Agreement, which is meant for satisfactory execution of the contract. The said performance Security shall be forfeited for any deficiency in service and/or breach of any of the terms & conditions of this Agreement by the Contractor at any time. The performance guarantee shall be refunded to the agency within one month after the completion of contract.
- This Agreement can be terminated before its normal validity period by either party by giving notice of minimum 45 days to the other party.
- 27. In case of any dispute arising under this Agreement between the Contractor and the Addl. Director General (P), AIR, mumbai the dispute shall be referred to a sole Arbitrator to be appointed by the Addl. Director General (P), AIR, mumbai. The decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held at Mumbai and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
- The Courts of Mumbai alone shall have jurisdiction over any legal dispute arising under this Agreement between the Contractor and the Addl.Director General (P), AIR, Mumbai.

(Signature with Date & Seal) FOR THE CONTRACTOR (Signature with Date & Seal) For and on behalf of Prasar Bharati, The Addl. Director General (P), AIR, mumbai