

BID DOCUMENT

SHORT TERM TENDER
(ONLY E-TENDER MODE)

FOR HOSTEL MESS AND FACILITY SHOP IN DISTRICT
JALANDHAR FOR MERITORIOUS SCHOOL

PROJECT DIRECTOR
SOCIETY FOR PROMOTION OF QUALITY EDUCATION FOR
POOR AND MERITORIOUS STUDENTS OF PUNJAB

Certified that this Tender Document contains page no. 1 to 26.

BID SUMMARY

BID No. 05/2015-16
HOSTEL MESS AND CANTEEN

Description: As per menu
The meals should be as per norms fixed by the Society and as amended from time to time. In addition a canteen for supply of items, such as Biscuits, Wafers, Patties, Snacks etc along with a counter for daily needs such as tooth paste, tooth Brush, comb, shampoo, hair oil etc.

Cost of Bid Document (Rs. 5,000/- (Non-Refundable)

Sale of Tender Document	-	09-07-2015 w.e.f. 1000 hrs.
Pre-bid conference	-	13-07-2015 at 1100 hrs in Conference Room, DGSE Office.
Last date of Submission of tender	-	27-07-2015 upto 1500 hrs.
Opening of Technical Bid	-	28-07-2015 at 1100 hrs.
Opening of Financial Bid	-	03-08-2015 at 1500 hrs.

Note: The Bidder shall have to deposit Rs. 5000/- (non refundable) as cost of tender form and EMD of Rs. 10.00 lacs (refundable) through online mode only for per school/district.

INTRODUCTION

The prospective tenderer have the option to download the tender document from www.ssapunjab.org and/or www.etender.punjabgovt.gov.in, They have to pay of Rs. 5000/- (Five Thousand only) non refundable as cost of tender form and Earnest Money deposit of Rs. 10.00 lacs (Ten Lacs only) by online payment, RTGS/NEFT/Credit & Debit Card/Internet Banking and processing fees of Rs. 2247/- (Two Thousand Two Hundred Fourty only) of Punjab Infotech Ltd. Chandigarh through online. Payment through demand draft or any other mode is not acceptable.

If cost of the tender document & Earnest Money deposit are not paid, bid will be rejected out rightly.

Aspiring bidders who have not obtained the USER ID & Password for participating in E-tendering may obtain the same by registering in e-procurement portal <http://etender.punjabgovt.gov.in>). The bidders once registered on above portal can participate in the tender for Hostel Mess.

Prospective vendors can bid for as many districts as desired. There is separate Bid Document uploaded for each district. Hence, bid for each district should be submitted as per Bid document of district concerned only. Each bid will be accompanied by Rs. 5000/- towards cost of tender from (non refundable) and EMD of Rs. 10.00 lakhs.

You may contact for any query/problem relating to e-tendering Ph. No. 0172-3934665, 0172-3934667(Tele Fax), 9257209340, 8054628821 or visit the office of Punjab Infotech (e-Procurement Helpdesk), SCO-101, Second Floor, Sector-47/C, Chandigarh.

Instruction for e-tendering for Bidders/Vendors is attached as Annexure 'A'.

Tender Document

Tender is hereby invited from the interested firms for contract ship for running of Hostel Messes and Canteens for approx. 900 students for the year 2015-16 and 2016-17 each in 6 residential Govt. Senior Secondary Schools located at Patiala, Ludhiana, Jalandhar, Amritsar, Bathinda and SAS Nagar for the academic session 2015-16 & 2016-17. The tender document can be downloaded from <http://www.ssapunjab.org> or www.etender.punjabgovt.gov.in

The rates should be quoted per day per student excluding all taxes. For the current year i.e 2015-16, the total number of students shall be approximately 800-850 per school and the next year 900-950 approximately. The per day meals includes morning bed tea with biscuits, Breakfast, Lunch, Evening tea with snacks and Dinner. The menu is indicative as under:-

Morning Tea	Breakfast	Lunch	Evening Tea	Dinner	Night
Tea and Biscuit	Non-Veg:- One Egg, Bread, Butter/ Jam, Milk Veg:- Prantha Stuffed, Dahi, Channa- Puri, Milk	Dal (Various), Seasonal Vegetable, Dahi/Raita, Salad, One Seasonal Fruit, Chapati/ Rice	Tea , Biscuit/ Cake piece	Non-Veg:- Poultry/Fish (150 gms.) Dal, Seasonal Vegetable, Pudding Veg:- Panner, Dal, Seasonal Vegetable, , Salad, Roti/Rice Pudding	Glass of Milk/ Coco. (200 ml each)

Note: Non Veg. Breakfast and Dinner will be for three days each per week and given every alternate day. For other item should be enough

1. You are advised to study the bid document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
2. **Tenders should be submitted through online mode only and no documents/hardcopies are required to be submitted to anyone.**
3. **Each Proposal must be accompanied by an Earnest Money of Rs. 10.00 lacs and Rs. 5000/- toward cost of tender form (Non Refundable) through NEFT/RTGS/Credit & Debit Card/Internet Banking only for per school/district.**
4. Bid document is not transferable.

5. Schedule:

The bid should be submitted through E-Tender mode only on 27-07-2015 up to 1500 hrs as per the schedule mentioned below:-

Sale of Tender Document	-	09-07-2015 w.e.f. 1000 hrs.
Pre-bid conference	-	13-07-2015 at 1100 hrs in Conference Room, DGSE Office.
Last date of Submission of tender	-	27-07-2015 upto 1500 hrs.
Opening of Technical Bid	-	28-07-2015 at 1100 hrs.
Opening of Financial Bid	-	03-08-2015 at 1500 hrs.
(May be changed based on requirement)		

- a) Validity of the Bid: 90 days from the date of opening of Bid.
- b) Execution of the contract period: After the acceptance of bid, the tenderer shall have to execute the contract from agreed date.
- c) The contract shall be valid for two years i.e. 1st August, 2015 to 30th June, 2017. Strength of students may increase/decrease any time.

Important Instructions:-

- 1) For any clarifications, please contact Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab on 0172-52122367 on any working day from 9:00 am to 5:00 pm.
- 2) Bidders shall have to pay tender document fee of Rs. 5000/- (non-refundable) through NEFT/RTGS/Credit & Debit Card/Internet Banking only.
- 3) Earnest Money of Rs. 10.00 lacs per school through NEFT/RTGS/Credit & Debit Card/Internet Banking only.

Note: Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab shall not be responsible if any document is non-visible or not found attached at the time of opening of the online tender.

SCOPE OF WORK

1. To provide meals of good quality and according to the Punjabi taste as per liking of Punjabi students in the school mess. The tenderer shall have to make his own arrangements for manpower, kitchen equipment, serving utensils to include crockery and cutlery, gas cooking, RO/UV Drinking water supply, deep freezer etc. Two messes will have to be established; one each for boys and girls hostel.
2. Healthy & Hygienic food contains mandatory fruit and salad etc.
3. The periodic medical investigation of the kitchen and serving staff shall have to be ensured by the tenderer.
4. Separate Dish washing unit with sanitizer/ hygienic dish washing arrangements.
5. Daily Garbage disposal at cost of contractor.
6. Water purification systems as to be installed in dining hall.
7. Water Testing Report every three months.
8. In storage area regular fumigation and pest control to be done every month to protect against rodents and pests.
9. Use of LPG to be properly secured through a piping system.
10. Use of gloves and headgear and apron to be compulsory
11. Fire protection measures to be taken to protect against any untoward incident. Firing fighting equipment shall be placed by the contractor.
12. Proper water arrangements for cooking, cleaning and heating.
13. Contractor cannot charge from students against food served in Hostel/Mess etc. as per agreement terms & conditions.
14. Proper water disposal arrangements for waste water.
15. Proper arrangements for waste disposal and kitchen waste disposal.
16. Adequate lighting arrangement.
17. Time, quantity, and quality of food will be determined day by day by School Committee. Detailed/specific menu will be given by the Hostel Warden/Principal.
18. Food Menu given by School Authority will be strictly followed. Any breach will be liable for financial penalty as decided by the Warden/Principal.
19. Any other item can be added or deleted with permission of Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab.

INSTRUCTIONS TO BIDDERS

- A. The Technical & Commercial Bid should be filled in excel Sheet (downloaded from the e-tender site only) and submitted through E-Tender Mode only. E-Tender Site is www.etender.punjabgovt.gov.in.
- B. If any bidder submits the hard copies of Bid Document it shall not be entertained.

- C. The contractor shall not entrust/ sub-contract mess contract and canteen to any other contractor/agency.
- D. Contractor will give commitment to return to the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab any permanent/semi permanent assets provided to the contractor after he ceases to undertake the work in serviceable state.
- E. Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab may prescribe such other conditions as they may deem appropriate in addition to the conditions stated above.
- F. The agency should have an experience of carrying out such programmes of any State/ U.T Govt. in any department of similar or identical nature.
- G. The amendment, if any, will be notified by on website "www.ssapunjab.org or www.etender.punjabgovt.gov.in."

TERMS & CONDITIONS: GENERAL

1. The Project Director or the School Principal or the School Registrar can anytime invite officials from Food Safety and Standards Authority of India established under Food Safety and Standards Act of India 2006 for checking quality and hygiene standards of the Messes/asking them to certify the quality and standards of the Mess under the above Act. If found unsatisfactory contract will be terminated. In addition, once awarded the contract the contractor will have to obtain a certificate from Food Safety & Standard Authority of India within 45 days from the date of award of contract failing which the contract may be terminated.
2. This agreement for Mess shall be for 2 years, w.e.f.1st August, 2015 to 30th June, 2017.
3. Mess premises and dining hall in the hostel shall be provided without any charges. But cooking and serving utensils shall have to be arranged by the Contractor.
4. Any kind of material like furniture (Chairs and Dining tables) which is to be provided by the school will be returned by the contractor in the intact position, if any material lost/damaged will be recovered from the contractor on the invoice price without any depreciation.
5. Fuel gas installation and empty gas cylinders shall have to be arranged by the contractor. No other fuel is to be used. Use of kerosene oil stove or coal/wood cooking is prohibited. To get refills of LPG for use shall be entirely the responsibility of the Contractor.

6. Essential cooking as well as service utensils to include crockery and cutlery shall be arranged by Contractor.
7. The Mess servants shall remain in clean uniform and keep the Mess premises clean and hygienic. They will wear uniforms while on duty and use aprons and overalls provided by the contractor at his own cost. Non compliance of this shall make the Contractor liable for imposition of fine of Rs. 100 per servant per day.
8. The Contractor will also have to establish a canteen outlet and a 'convenience store' in the hostel for students/teachers. Anything purchased from there will be on payment basis. Further any student requiring over and above the indicated menu has to get it on payment basis. Premises for the shop shall be provided by the school.
9. Canteen rates for full session shall be fixed by Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab through a school committee in whom lies the authority for revision. The rates shall be binding on Contractors.
10. The approved L-1 vendor will provide 10% performance security after adjustment of EMD already deposited within 7 days of agreement in the shape of Fixed Deposit Receipt/Bank Guarantee/Account payee Demand Draft in the favour of Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab. The same shall be refundable only after the final settlement of accounts.
 - (i) Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations.
11. All material shall be kept in closed covered containers only.
12. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab or his nominee shall have access to the premises at all reasonable time to inspect & see that the agreed conditions are strictly adhered to.
13. Smoking and consumption of alcohol/intoxicants Pan, Bidi, and Cigarette etc., in the premises is strictly prohibited.
14. The Contractor will remain present on premises during working hours. The Contractor shall not close the Mess and Canteen without Warden's orders. Any such misconduct shall lead to fine of Max. Rs. 10000/- or termination of contract or both.
15. For self-termination of the contract the Contractor shall give three months notice in advance. In the event otherwise his security shall be forfeited.
16. The Contractor shall be responsible for garbage disposal.

17. No Room Service to the residents without Warden's permission shall be rendered.
18. The Contractor will employ one servant for every 25 resident Mess members.
19. The contractor shall maintain complete biodata of all employees engaged, their photographs, addresses, signatures and submit the same to the concerned Warden.
20. The Contractor will employ only medically fit persons. All servants before being engaged for duty shall undergo medical check-up (urine, stool examination) in Govt. hospitals only and proof of same provided to the Registrar/Warden
21. Police verification of the Mess servants shall also be done by the Contractor in the Police Station. The bill of the first month of the session be cleared only after the Contractor produces the medical certificate and police verification of all his servants.
22. Any change of servants shall be brought to the notice of the Warden concerned and the Contractor shall get their medical examination and police verification done immediately well before joining the Mess.
23. General discipline and hostel rules are to be observed by the Contractor and servants. The Contractor shall be fully responsible for conduct of his servants. If any member of the staff misbehaves with a student/teacher the contract shall be terminated and EMD/Performance Security confiscated.
24. The Contractor shall be responsible to follow General Labour Laws, Employment act, EPF Scheme 1952, EPS Scheme 1995, EDLI Scheme and ESI Act, Minimum Wages Rules or any other instructions passed from time to time by concerned Authorities. The Society will not be responsible for the same. Bill from the second month onwards will only be paid after the contractor provides certificate that EPF and ESI in respect of his employees has been deposited and EPF and ESI Account No. indicated in which deposited. If the Society is embroiled in a dispute with regards to payment for any of the above mentioned Acts/Rules being the Principal employer, it will cut the amount in question, from the dues to contractor and pay the balance amount, if any. The Contractor will have no right to represent against the same.
25. The contractor shall use only standard quality ration items and other materials approved by the hostel authorities. Rations will be open to check by school authorities.
26. Healthy hygienic food containing mandatory fruit, salad as per menu.
27. In case of contamination or unhygienic food the contractor/second party will be liable for any fine etc. incurred out of such reasons.

28. District Authority/Higher Authority can check quality and quantity etc. of food during suitable intervals of time.
29. Second party shall strictly follow the time schedule of menu in the school.
30. Fly catchers to be provided in the dining halls and kitchens.
31. Roof top water tanks of the mess to be cleaned every three months at contractors cost.
32. Preferably atta mixing machines to be installed in the Kitchens.
33. The Contractor shall submit the Mess bill for the students by 5th of every month duly vetted by the School Principal. The bill shall be prepared as per approved rates.
34. The Contractor shall not serve food to any outsider except guest of bonafide residents. Food to guests of residents shall be on cash payment as per rates fixed by the School Committee.
35. Dining Hall, Kitchens and fixtures in the Mess shall be handed over to the contractor in good condition. Maintenance and proper repair of these items shall be the responsibility of the contractor and expenses incurred on this as well losses shall be recovered from the contractor.
36. The hostel authorities shall give monthly menu as per seasonal availability and the same shall be followed unless the warden authorizes change.
37. In case of any dispute the decision of Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab shall be final and binding on the contractor.
38. Breach of terms of contract or unsatisfactory service may lead to issue of warning or imposition of fine of 1 percent of monthly bill or termination of contract.
39. For violation of any of the obligations and terms mentioned in the contract/agreement the contractor shall be liable to pay fine as imposed from time to time by hostel authorities.
40. For any death, injury or accident caused during the performance of duties envisaged under this agreement this office shall have no liability.
41. In case of any dispute or difference arising out of the implementation or interpretations of any of the clauses of this agreement, these will be endeavored to be settled by mutual negotiations failing which the matter will be referred to the Principal Secretary, School Education, Punjab whose decision will be final and binding on both the parties.
42. Notwithstanding anything contained elsewhere in this agreement, this agreement can be terminated at any time by either party by giving to the other three month's notice incase of the contractor and one month's notice in case of the Society.

43. Tenders submitted shall be without conditions. Any tender received with condition shall be rejected.
44. While submitting tenders all costs excluding taxes shall be included in the tender indicating cost per child per day. No additional cost shall either be indicated or paid.
45. Incase a student has one main meal (meaning breakfast, lunch or dinner only) cost for full day shall be paid.
46. If contractor services are not found satisfactory the contract can be terminated after two warnings in writing by the Project Director and the contractor shall have no right to contest the same.
47. Successful bidder will have to obtain certificate from FSSAI within 45 days from the date of award of contract. If he fails to do so, the contract will be terminated at cost to contractor.

COST OF SUBMISSION OF BID DOCUMENT AND PAYMENT TERMS:

- A. The Bidder shall bear all costs associated with the preparation and submission of his Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Indenting Officer, and the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- B. The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- C. The Bill will be prepared by the Contractor on the basis of daily attendance of Students in the register maintained by the Contractor for Breakfast/Lunch/Dinner & verified by the Principal.
- D. Reimbursement of mess charges shall be made on a monthly basis within 45 days of receipt of invoice along with supporting documents. On grounds of delay in payment Contractor shall not stop supply of meals to the children on this account though every effort will be made to ensure that the payment is released as agreed upon. However, in case any such eventuality arises, the payment of the contractor shall be released immediately on receipt of funds.
- E. Payment will be based on daily strength. For vacation upto 10 days no amount will be paid and in case vacations of more than 10 days labour cost @ 30% of the days beyond limit of 10 days of the amount of the vacations will be paid to the contractor.
- F. Payment will be done within 45 days from the submission of bill.

ELIGIBILITY:

Documents required from the Tenderer:-

- A. Tender Cost of Rs. 5000/- (Rupees Five Thousand only) paid through NEFT/RTGS/Credit & Debit Card/Internet Banking only. **NOT REFUNDABLE**
- B. Earnest Money of Rs.10.00 lacs (Rupees Ten Lakh only) paid through NEFT/RTGS/Credit & Debit Card/Internet Banking only.
- C. Scan copy of PAN No (PAN Card) must be uploaded.
- D. Scan copy of Registration of firm must be uploaded.
- E. If the contractor is paying tax, then they are already Tax Registered Firm and scan copy of proof must be uploaded. If not, then need not be submitted but contractor must certify he is not a tax payee.
- F. Scan copies of latest income Tax return for last 3 years must be uploaded. Returns for year 2011-12, 2012-13 and 2013-14 only shall be uploaded.
- G. The Contractor must have Rs. 40.00 Lakh(annually) (per tender per school) turnover in the similar type of work during the last three years for financial Session 2011-12 to 2013-14. If a contractor participates in only one tender then turnover required, as explained above, Rs. 40 lacs. If a contractor participates in two tenders then turn over required, as explained, is Rs. 80 lacs. If a contractor bids for three or more stations then annual turnover required in the last three years as explained above, is Rs. 1 crore. Certified copies of audited P&L Statement and balance sheets by practicing C.A for the last 3 years must be uploaded. Scanned copies uploaded without valid CA certification shall be rejected.
- H. The Contractor should have atleast last three years of experience in providing such services (attested copies of such performance report issued by the competent authority be uploaded).
- I. Instruction for e-tendering for Bidders/Vendors is to be uploaded as Annexure 'A'.
- J. Self Declaration Form filled by Contractor and scanned copy should be uploaded as per Specimen at Annexure 'B'.
- K. Amplifications on Instructions as per on Annexure 'C' by the Contractor with signature and stamp is also to be uploaded and submitted.
- L. Checklist of Technical Bid must be attached alongwith bid document on Annexure 'D'.
- M. Presentation must be uploaded and typed in the company letter head in English language.

- N. Bid document must be uploaded with stamped and sign of the Vendor on each page.

DISQUALIFICATION OR REJECTION OF TENDERS

- The Bid is liable to be rejected or the bidder disqualified at any stage on account of the following.
 - A. **If the Bid is not accompanied by earnest money of Rs. 10.00 lakh through NEFT/RTGS/Credit & Debit Card/Internet Banking only.**
 - B. If the bid or its submission is not in conformity with the instructions mentioned herein.
 - C. If it is not signed with seal, on all the pages of the Bid DOCUMENT.
 - D. If it is received as hard copies of bid document by the contractor.
 - E. If it is incomplete and required documents are not furnished.
 - F. If misleading or false statements/representations are made.
 - G. If found to have a record of poor performance such as having abandoned work, having been black-listed, having inordinately delayed completion and having faced financial failures etc.
 - H. If tender submitted is with any pre conditions.
 - I. If Bid is not accompanied with cost of tender Rs. 5000/- Non Refundable through NEFT/RTGS/Credit & Debit Card/Internet Banking only.
- EMD made by the bidder may be forfeited under the following conditions:-
 - A. If the bidder withdraws the tender before the expiry of the validity period.
 - B. During the tendering process, if a bidder indulges in any such activity as would jeopardize the tender process. The decision of Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab regarding forfeiture of Bid Security shall be final and shall not be called upon question under any circumstances.

- C. If the bidder violates any of the provisions of the terms and conditions of the tender.
- D. In the case of a successful bidder, if the bidder fails to:
 - (i) Accept award of work
 - (ii) Sign the Contract Agreement with Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab after acceptance of communication or placement of award,
 - (iii) If the bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of Indenting Officer in timely finalization of this tender.
- The decision of Indenting Officer regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder by Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab, SAS Nagar.

AWARD OF WORK

Notwithstanding anything else contained to contrary in this Bid Document, Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab reserves the right to accept or reject any Bid or modifying the same and to reject all Bids at any time prior to the award of work, without incurring any liabilities in this regard.

DELAYS IN THE SERVICE PROVIDER PERFORMANCE:

- A. Delivery of meals shall be made by the contractor in accordance with the time-schedule specified by Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab or the School Principal or the Hostel Warden.
- B. The contractor will strictly adhere to the time-schedule for providing meals. However, Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab can relax this time limit.
- C. In case the contractor is unable to provide meals due to any reason, apart from the penalties the cost of meals provided to the present students shall be recovered from the contractor.

CLARIFICATION REGARDING BID DOCUMENT

A prospective Bidder requiring any clarification of the Bid Document may contact the office of the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab personally. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab will try to respond to the query there and then. However, submission of request for clarification will not entitle the Bidder for any extension of time in submission of the Bid Document.

AMENDMENTS IN THE BID DOCUMENT.

- A. At any time up to the last date for submission of bids, Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- B. The amendment will be notified by display on website to the prospective Bidder/Bidders who have received the Bid Documents and the same will be binding on them. It is the responsibility of the vendor to ensure that he checks the website atleast twice a day for changes/additional instructions.
- C. In order to afford prospective Bidder/Bidders reasonable time, or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab may, at its discretion, extend the last date for the submission of Bids.

LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab , shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

TERMINATION FOR DEFAULT:

- A. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab may, without

prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part. if:

- B. The qualified Bidder fails to deliver any or all of the obligations within the time period (s) specified in the contract, or any extension thereof granted by the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab.
- C. The qualified Bidder fails to perform any of the obligation(s) under the contract
- D. The qualified Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued to the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab.

CONFIDENTIALITY

The Bidder and their personnel shall not, either during the term or after expiry of this contract, disclose any proprietary or confidential information relating to the services, contract or operations without the prior written consent of the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab, SAS Nagar.

GOVERNING LANGUAGE:

The contract shall be written in the language of the bid, that is, English as specified by the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab , in the Instructions to Bidders clause. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

STANDARD OF PERFORMANCE

- A. The qualified Bidder shall carry out the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. The Bidder/ bidders shall also adhere to professional standards recognized by international professional bodies. The Bidder/ bidders shall employ appropriate advances technology and safe and effective equipment, machinery, material and methods. The Bidder/Bidders shall always act in respect of any matter relating to this contract, as faithful advisors to the Society and shall, at all times support and safeguard the Society's legitimate interests in any dealings with the third party.

- B. The performance of the awardee shall be monitored by devising appropriate mechanism and the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab reserves the right to cancel the contract at any time if the performance is not upto the mark, after affording adequate opportunity to the party in this regard.

INSPECTION

- A. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab or its representative of Society shall always have the right and liberty to do surprise inspection(s) of cooking sheds, civic amenities, food grains and other material stocked therein.

ARBITRATION:

- A. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred by the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab to the Principal Secretary to Government of Punjab, Department of School Education who shall be the sole arbitrator. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at SAS Nagar/Chandigarh.
- B. In all matters and disputes arising hereunder the appropriate Courts at SAS Nagar shall have jurisdiction to entertain and try them.
- C. Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab reserves the right to accept or reject any bids without assigning any reason.

INSTRUCTIONS FOR PREPARATIONS

- A. Rice should be of standard variety namely Basmati or Rajbhog. Sample will be approved by the Registrar of School.
- B. Flour from one of the following brand Shakti Bhog/Nature Fresh/ Pilsbury/ Ashirwad to be used only or any other brand to be approved by the Registrar of School and necessary certificate is also to be furnished by the Registrar that "Prescribed branded flour is not available in the market at present." Maida is not allowed.
- C. Cooking should be done using Agmark ingredients and fresh vegetables. Refined oil should be Sunflower oil. Sunflower oil from one the following brand-Saffola/Fortune/Nature Fresh to be used only or any other brand to be approved by the Registrar of School and necessary certificate is also to be furnished by the Registrar that

"Prescribed branded Refined oil is not available in the market at present." Palm/rap seed oil is not allowed.

- D. Tea should be of Branded Company only like Brook Bond/Lipton/Taj Mahal/Nestle/Tata etc.
- E. Milk (Full Cream) is to be used for tea and curd. It should be of Govt. Cooperative only received in packets/tetra packs only or any other branded company milk can only be used. Loose milk is not allowed.
- F. Sufficient fresh green vegetables should be used for veg. curries. Use of Potato should be limited upto 30% of combination of each vegetables and also proper combination of vegetables may be maintained while preparing specific curries.
- G. Prepared food should be delicious/tasty with permissible Agmark spices, chilly, salt etc. Food service should be fast and smooth. At least one waiter should be available for every 25 students taking food in the mess. This is addition to cleaning, washing and cooking staff.
- H. Same Dal/Vegetables should not be repeated frequently. It should not be repeated before third day.
- I. Left over food should not be served later on.
- J. Menu will have to be followed strictly. However, some modifications can be made by the mess committee, if required.
- K. If a doctor advised any specific diet to some students than the same is to be provided by the Contractor without any extra cost.

FACILITIES & INFRASTRUCTURE TO BE PROVIDED BY THE CONTRACTOR

The contractor has a well equipped Kitchen with following facilities:-

- A. Gas stoves with single burner in adequate nos.
Gas stove with double burner in adequate nos.
Empty gas cylinders in adequate nos.
- B. One heavy duty freezer or two Refrigerators for storing milk, vegetables, Ice-cream, Mineral water and other perishable food items.
- C. Adequate Nos. of steel food warmers to serve food in both messes (Girls & Boys Hostel).
- D. Free of cost electricity & water to be used for catering purpose only. However it should not be used for private purpose. Electricity would not be allowed to be used for cooking purpose.
- E. Steel/Unbreakable crockery for serving tea etc.

ADMINISTRATIVE

- A. The caterer will have to sign an agreement with the Project Director, Meritorious Schools in such form as may be prescribed by this office within a period of seven days after placing the order.

- B. The caterer will maintain a register for the complaints of the students/school staff which will be pre authenticated by School Principal & reviewed by the committee.
- C. The office shall not provide any cash subsidy to the contractor for running the mess.
- D. Payment to the employees of the contractor is to be made by him as per minimum wages act of the govt.
- E. All employees engaged by the caterer will be subject to police verification by the caterer.
- F. TDS as per rules will be deducted from all payments made to the contractor.
- G. The contractor should provide his mobile cell number at the hostel reception and Mess Notice Board.

OTHER TERMS AND CONDITIONS

- A. The bidder shall not assign, in whole or in part, its rights and obligations to perform under this Contract to a third party, directly or indirectly.
- B. Bidder shall not work in association with some other party to meet the conditions.
- C. All statutory obligations / liabilities like Salary, ESI, and PF as per labour laws for manpower employed will be the sole responsibility of the bidder.
- D. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab will not be in any way responsible for any statutory obligation in respect of the staff deployed for the purpose.
- E. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab reserves the right to carry out the capability assessment of the Bidder whose decision shall be final in this regard.
- F. The successful bidder will have to deliver and shall receive payments according to the time schedule and terms agreed upon in the project charter and contract.
- G. All payments will be subjected to tax or any other Govt. levies deduction at source as applicable at the prevailing rates.
- H. The Bidder or a person/persons duly authorized by the Bidder shall sign bid with his seal. All pages of the bid, where signature required is not mentioned, shall be initialed by the Bidder with his seal, except un-amended printed literature.

- I. The committee of experts appointed by the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab will verify the quality of meals, in accordance with the process and time schedule agreed upon in the project charter and contract.
- J. If any of the meals is not found acceptable, the bidder shall replace the same and submit the product of acceptable quality.
- K. Bidder shall be liable after agreements for any incident or mis-happening w.r.t food quality etc.
- L. No. of students may be increased or decreased depending upon their attendance and during vacations etc.
- M. Conditional Tender will be rejected straightway. If any clarification, it can be sought during Pre-bid Conference.
- N. Contractor and their staff will not be permitted to stay at night in Hostel mess until such arrangements are constructed in schools.
- O. If the students take a meal for one time in a day (Breakfast/Lunch/Dinner) then attendance will be treated for full day. Otherwise No attendance no payment.
- P. The Successful bidder shall have to sign an agreement with Society for promotion of quality education for poor and meritorious students of Punjab on Rs. 2000/- Non-Judicial Stamp Paper. This tender document shall be attached alongwith agreement.
- Q. All pages of tender document should be mentioned in serial number and signature of contractor with stamp.
- R. **Amplifications on Instructions as per on Annexure 'C' by the Contractor with signature and stamp is also to be uploaded and submitted.**
- S. **Vendor to submit proof of Bid Document fee and EMD payment receipt alongwith Technical Bid.**

Note: Prospective Bidders should continuously be seeing the website www.ssapunjab.org or www.etender.punjabgovt.gov.in for changes or amendments if any.

Annexure 'A'

INSTRUCTIONS FOR e-TENDERING (BIDDERS / VENDORS)

Sr. No.	Title	Description																														
1	Punjab e-Tendering Website	http://etender.punjabgovt.gov.in																														
2	View and print Tender Documents Free of cost	To Download/ View the tender notifications and corrigendum follow the steps given below: a) Click on “TENDER SEARCH” after opening the e-Procurement website. b) Provide all or any one of the options like “Tender Number”, “Region”, “Estimated Cost”, “Request Dates (from and to)”, “Tender Submission date” or “any key words from Tender Description” c) Click “Submit” to view the results. A list of tenders will appear on the screen. d) Click on  to view. e) Click  to print.																														
3	Digital Signatures	The user must be in possession of a valid Digital Signature Certificates (DSC) which may be procured from any of the authorized Certifying Authority (CA), such as; e-mudhra, N-code, Sify etc. In case of any problem in compatibility of DSCs, e-Procurement helpdesk may be contacted.																														
4	e-Payment Options and procedure	Following options are available for making e-Payment: <table><tr><th>Mode of payment →</th><th>IPG</th><th>Net Banking</th><th>OTC</th><th>NEFT</th></tr><tr><th>Purpose & Amount ↓</th><td></td><td></td><td></td><td></td></tr><tr><td>Registration Fee Rs _____.00</td><td>Yes</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>Tender Fee (differs for each tenders)</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr><tr><td>Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs _____.00 to Rs _____.00) Rs _____.00 for tenders where estimated value is not known</td><td>Yes</td><td>Yes</td><td>No</td><td>No</td></tr><tr><td>EMD (differs for each tenders)</td><td>Yes</td><td>Yes</td><td>Yes</td><td>Yes</td></tr></table> Procedure for e-Payment through OTC /NEFT: a) Take a print of challan from the e-payment gateway. b) Pay the amount in your bank and collect the receipted copy duly stamped by the bank and note UTR Number. c) Upload the scanned copy of challan and payment details including UTR Number in the e-tendering web site.	Mode of payment →	IPG	Net Banking	OTC	NEFT	Purpose & Amount ↓					Registration Fee Rs _____.00	Yes	Yes	No	No	Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes	Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs _____.00 to Rs _____.00) Rs _____.00 for tenders where estimated value is not known	Yes	Yes	No	No	EMD (differs for each tenders)	Yes	Yes	Yes	Yes
Mode of payment →	IPG	Net Banking	OTC	NEFT																												
Purpose & Amount ↓																																
Registration Fee Rs _____.00	Yes	Yes	No	No																												
Tender Fee (differs for each tenders)	Yes	Yes	Yes	Yes																												
Processing Fee (0.1 % of tender estimated value + service tax – Varies between Rs _____.00 to Rs _____.00) Rs _____.00 for tenders where estimated value is not known	Yes	Yes	No	No																												
EMD (differs for each tenders)	Yes	Yes	Yes	Yes																												

5	Registration	Steps to be followed for registration of bidders: - Click on “Register” and fill the online registration form. - Pay the registration fee of Rs. ____ /- through e-Payment Gateway (IPG and Net Banking). - Note the User ID and Password allotted by the system. - Upload following documents in scanned format:- - Request on Company Letter Head - PAN Card - Enlistment certificate, if any. - Registration Acknowledgement After this the bidder will have to contact Punjab e-Procurement Helpdesk for the activation of his User ID.
6	Login & Participation in the Tendering process	Log in with your User Id and Password (which was allotted by the system after registration). For participating in the tendering process follow the instructions given below: - Insert the PKI (which consists of your DSC) in your PC USB port (make sure that necessary driver software of PKI is installed in your system). - To open the Microsoft Internet Explorer (from the Desktop of your computer) click on the Internet Explorer icon, or - Go to Start > Programs > Internet Explorer. - Type etender.punjabgovt.gov.in in the address bar, to access the Login Screen. - Enter e-Procurement User Id and Password, click on “Go”. - Click on “Click here to login” for selecting the DSC. - Select the Certificate and enter DSC Password. - Re-enter the e-Procurement User Id & Password. - Select the Department (in this case Punjab Information & Communications Technology Corporation Ltd.) from the drop box in whose tender you intend to participate.
7	Online Query Resolution System/ Pre-bid meeting	Under the Department selected as explained at Sr. No. 6 above click on the tender, then take the email option and you will be able to upload your queries under the “Pre-bid meeting option”.
8	Online Request for Tender Documents	Steps to be followed for online request for tender: - Click on “Un Applied” to view / apply for new tenders. - Click on  for online request. - Pay the Tender Fee and Processing Fee online. - Click  to view the tender documents which are available in the user profile (<i>Tender document screen appears</i>). - Click on “Click here to download” to download the documents on your desktop
9	Other Department tenders	To apply for other Department tenders, Click on “Select Department” to switch over to other Department Tenders and repeat procedure given at Sr. no. 7 above.
10	Pay EMD and update details in the web site	Steps to be followed for uploading supporting documents: From the  screen click on “Click here to enter EMD Details” (which is displayed in “Red color”) to feed the EMD details and upload the scanned copy of challan with UTR Number in case payment is made through OTC or NEFT.

		b) When the user finishes with the payment of EMD, the “Red color” will automatically turn to “Black color”. c) Click “Click here to Download Empty Document” and download the editable Technical/ Price bid documents and save the same without changing the “File Name” on your Desktop. d) The user may log off and fill up the editable documents off line in his own time.
11	Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender	a) From the  screen click on “Click here to Upload the Filled File” (which is displayed in “Red color”) b) Select the filled file/ files which were saved in the same name. c) Click on “OK” to upload the filled Technical and Price bid documents to the tender. (Note that when the user uploads the filled Technical and Price Sheet, the “Red color” will automatically turn to “Black color” which reflects that user is ready for the final submission). d) Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. e) Attach the required documents to the concerned tender from general document section to the tender document screen.
12	To Submit the Tender	a) Bids once submitted cannot be revised. Therefore, prior to submission, verify whether requisite documents have been attached and uploaded. b) Note down / take a print of “bid control number” once it is displayed on the screen.
13	To view the tender opening process	Tender opening event can be viewed online as per procedure given below: a) Log in with your User Id and Password (which was allotted by the system after registration). b) Select Department from “Select the Department” drop down box. c) Click on “OPENED”. Click on the  icon to view bid documents of all bidders participating in the tendering process.
14	e-Procurement Help Desk details	a) Office Address: Punjab Infotech, (e-Procurement Helpdesk), S.C.O - 101, 2nd Floor, Sector – 47 C, Chandigarh. b) Visiting Hours: 8 AM to 8 PM (Monday to Sunday except Public Holidays) c) Contact Details: Tel : 0172-3934665 Fax : 0172-3934667 (Fax) Mobile : 09257209340, 08054628821 d) E-mail : etender.helpdesk1@punjabinfotech.gov.in

Annexure B

SELF DECLARATION

I/We _____ representing firm _____ and who have submitted tender for running Hostel Mess and Canteen at _____ Meritorious School do solemnly declare and affirm that my/our firm has never been blacklisted or banned in any state in India.

In case it is found out that the firm has been blacklisted or banned anywhere in India, the Security Deposit (EMD) submitted by me with the Technical Bid may be forfeited and the contract shall liable to be cancelled without any prior notice by the Society for Promotion of Quality Education for Poor & Meritorious Students of Punjab and my firm will have no objection to it.

Date:

Signature & Seal of Contractors

Annexure C

AMPLIFICATION ON INSTRUCTIONS FOR SUBMISSION OF TENDER

1. Cost of Bid Document Rs. 5000/- (NON REFUNDABLE) and the other EMD cost of Rs. 10.00 Lacs should be submitted through NEFT/RTGS/Credit & Debit Card/Internet Banking only for per school/district.
2. Copies of ITB, PAN Card and CST/ST and VAT Nos. should be self attested. Vendors will be in possession of their password for ITR during Technical Bid opening and the Committee may ask them to open their ITR account to counter check details such as turnover, profits earned IT Paid and so on, if required. Internet facilities for the same shall be provided in the Committee room for the same.
3. The Contractor must have Rs. 40.00 Lakh(annually) (per tender per school) turnover in the similar type of work during the last three years for financial Session 2011-12 to 2013-14. If a contractor participates in only one tender then turnover required, as explained above, Rs. 40 lacs. If a contractor participates in two tenders then turn over required, as explained, is Rs. 80 lacs. If a contractor bids for three or more stations then annual turnover required in the last three years as explained above, is Rs. 1 crore. Certified copies of audited P&L Statement and balance sheets by practicing C.A for the last 3 years must be uploaded. Scanned copies uploaded without valid CA certification shall be rejected.
4. Certificate/Proof of atleast three years experience in providing such series issued by the Competent Authority/Employer is to be provided. Incase the document is not submitted then attested copies by Notary/Class 1 Gazetted Officers only may be submitted through online.
5. Technical & Commercial Bid shall be filled in excel sheet after downloading from www.etender.punjabgovt.in and uploaded. The Contractor is not to quote the rates with technical bid (In the bid document).
7. Bids received with conditions or endorsements such as 'applied for', will be submitted later/on getting contract and so on shall be rejected.

I/we certified that all terms and conditions shall be abided by us.

Name of Signatory:

Capacity of Signatory:

Phone No.:

Email ID:

**SOCIETY FOR PROMOTION OF QUALITY EDUCATION FOR POOR AND MERITORIOUS
STUDNENTS OF PUNJAB**

CHECKLIST FOR TECHNCIAL BID ONLY

Name of Bidder			
Name of Applied District			
		Date:	
Sr. No	Checklist	Page No.	Uploaded/ Not Uploaded
1	Tender Cost of Rs. 5000/- (Rs. Five Thousand only) (Mentioned:- Yes/No)		
2	Earnest Money of Rs.10.00 lacs (Rupees Ten Lakh only) (Mentioned:- Yes/No)		
3	Bid document must be uploaded with signature and stamp.		
4	Scan copy of PAN No (PAN Card) must be uploaded		
5	Scan copy of Registration of firm must be uploaded		
6	If the contractor is paying tax, then there are already Tax Registered Firm and scan copy of proof must be uploaded. If not, then need not be submitted but contractor must certify he is not a tax payee.		
7	Scan copies of latest income Tax return for last 3 years must be uploaded. Returns for year 2011-12, 2012-13 and 2013-14 only shall be uploaded		
8	The Contractor must have Rs. 40.00 Lakh(annually) (per tender per school) turnover in the similar type of work during the last three years for financial Session 2011-12 to 2013-14. If a contractor participates in only one tender then turnover required, as explained above, Rs. 40 lacs. If a contractor participates in two tenders then turn over required, as explained, is Rs. 80 lacs. If a contractor bids for three or more stations then annual turnover required in the last three years as explained above, is Rs. 1 crore. Certified copies of audited P&L Statement and balance sheets by practicing C.A for the last 3 years must be uploaded. Scanned copies uploaded without valid CA certification shall be rejected.		
9	The Contractor should have atleast last three years of experience in providing such services (attested copies of such performance report issued by the competent authority be uploaded).		
10	Instruction for e-tendering for Bidders/Vendors is uploaded as Annexure 'A'.		
11	Self Declaration Form filled by Contractor and scan copy should be uploaded as per Specimen at Annexure 'B'		
12	Amplifications on Instructions as per on Annexure 'C' by the Contractor with signature and stamp is also to be uploaded and submitted.		
13	Technical Bid must be uploaded as per on Annexure 'D'		
14	Presentation must be uploaded and typed in the company letter head in English language.		