

BID DOCUMENT

SHORT TERM TENDER
(ONLY E-TENDER MODE)

**FOR HOSTEL MESS AND FACILITY SHOP FOR
MERITORIOUS SCHOOL, BATHINDA**

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.- 2/2017-18
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 to a canteen for supply of Biscuits, Wafers, Patties, Snacks etc, there should be counter for daily needs, such as tooth paste, tooth Brush, comb, shampoo, hair oil etc.

Cost of Bid Document (Rs. 10,000/- (Non-Refundable))

Sale of Tender Document	-	28th July 2017 from 1100 hrs.
Pre-bid conference	-	01st August 2017 at 1100 hrs.
Last date of Submission of tender	-	15th August 2017 by 1700 hrs.
Opening of Technical Bid	-	17th August 2017 at 1500 hrs.
Opening of Financial Bid	-	28th August 2017 at 1100 hrs onwards.

Note: The Bidder shall have to deposit Rs. 10,000/- (non refundable) as cost of tender form and EMD of Rs. 15.00 lacs (refundable) through online mode only, for per school/district.

INTRODUCTION

The prospective tenderer have the option to download the tender document from www.etender.punjabgovt.gov.in. They have to pay of Rs. 10,000/- (Ten Thousand only) non refundable as cost of tender form and Earnest Money deposit of Rs. 15.00 lacs (Fifteen Lacs only) by online payment, RTGS/NEFT/Credit & Debit Card/Internet Banking and processing fees of Rs. 2000/- (Two Thousand only) plus GST as applicable 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. 10,000/- towards cost of tender form (non refundable) and EMD of Rs. 15.00 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'.

A copy of the Bid Document will also be uploaded on SSA Website: www.ssapunjab.org purely for information. Document downloaded from this Website cannot be used for e-tendering purpose.

Tender Document

Tender is hereby invited from interested firms for for running hostel Mess and Canteen for approximately 900 students for the year 2017-18 in and

2018-19 at Meritorious School, Bathinda, District Bathinda. The tender document can be downloaded from www.etender.punjabgovt.gov.in.

The rates should be quoted per day per student including all taxes. The per day meals includes morning bed tea with biscuits, Breakfast, Lunch, Evening tea with snacks and Dinner. The menu is indicated as under:-

Morning Tea	Breakfast	Lunch	Evening Tea	Dinner	Night
Tea and Biscuit such as Parle, Britannia, Monaco, Cadbury & so on.	Non-Veg:- One Egg, Bread, Butter/ Jam, Milk. Veg:- Prantha Stuffed, Dahi, Channa-Puri, Milk (only Verka).	Dal * (Any), Seasonal Vegetable, Dahi/Raita, Salad, One Seasonal Fruit, Chapati/ Rice.	Tea , Biscuit/ Cake piece such as Parle, Britannia, Monaco, Cadbury & so on.	Non-Veg:- Poultry/(150 gms.) Dal* Seasonal Vegetable, Pudding. Veg:- Panner, Dal* Seasonal Vegetable, Salad, Roti/Rice Pudding.	Glass of Milk (Verka), Coco. (200 ml each)

Note: Non-Veg. Breakfast and Dinner will be for three days per week and will be given every alternate day.

* Various Varieties of dal as per menu to be given by the school.

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. 15.00 lakhs and Rs. 10,000/- toward cost of tender form (Non Refundable) through NEFT/RTGS/Credit and 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 up to 15th August 2017 by 1700 hrs. as per the schedule mentioned below:-

Sale of Tender Document	-	28th July 2017 from 1100 hrs.
Pre-bid conference	-	01st August 2017 at 1100 hrs.
Last date of Submission of tender	-	15th August 2017 by 1700 hrs.
Opening of Technical Bid	-	17th August 2017 at 1500 hrs.
Opening of Financial Bid	-	28th August 2017 at 1100 hrs.
		Onwards

- 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. w.e.f. 01st October 2017. The strength of students may increase/decrease at anytime.
- d) The successful bidder shall have to sign an agreement with the Society on Rs. 2000/- Non-Judicial stamp paper.

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. 10,000/- (non-refundable) through NEFT/RTGS/Credit and Debit Card/Internet Banking only.
- 3) Earnest Money of Rs. 15.00 lakhs per school through NEFT/RTGS/Credit and 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. By hand copies of not uploaded documents shall not be accepted.

SCOPE OF WORK

1. The meals of good quality and according to the Punjabi taste shall be provided 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 separate messes will have to be established; one each for boys and for girls hostel.
2. Healthy and Hygienic food which contains mandatory fruit and salad etc shall be provided to the students.
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 will be established at the cost of the contractor.
5. A daily garbage disposal arrangement shall be made at the cost of contractor.
6. A water purification system shall be installed by contractor in the dining hall and its purity shall be tested once in every three months. In storage area, regular fumigation and pest control shall be done every month to protect against rodents and pests.
7. Use of LPG shall be properly secured through a piping system.
8. Use of gloves, headgear and apron are compulsory to wear.
9. Fire protection measures shall be taken to protect against any untoward incident. Fire extinguishing equipment shall be placed by the contractor at every school Mess.
10. Proper water arrangements for cooking, cleaning and heating shall be made by the contractor.
11. The contractor shall not charge from students against food served in Hostel/Mess etc.
12. Proper water disposal arrangements for waste water is compulsory to be made by the contractor.
13. Adequate lighting arrangement is compulsory to be made by the contractor.
14. Time, quantity, and quality of food will be determined by the School Committee. Detailed/specific menu will be given by the Hostel Warden/Principal.
15. The food menu given by School Authority will be strictly followed. In case of breach at any condition, the financial penalty, will be imposed by the Warden/Principal.
16. Any other item/condition can be added or deleted with permission of Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab.
17. Separate sub-meters will be installed in each Mess and Contractor will have to pay electricity charges as per actual consumption of the Mess/Canteen.

(I) INSTRUCTIONS TO BIDDERS

- A. The Technical and 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 accepted. It is the responsibility of the bidder to ensure that all documents submitted by him are properly uploaded on the website. If any document is not uploaded for whatsoever reason, the society will not be responsible.
- C. The contractor shall not entrust/sub-contract of mess 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. The Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab may impose such other conditions, as he may deem appropriate to impose in addition to the conditions stated above.
- F. The firm should have minimum three years of experience of carrying out such programmes in any State/ U.T Govt. or in any department of similar or identical nature.
- G. The amendment, if any, in the said instructions, will be notified on website www.etender.punjabgovt.gov.in and/or www.ssapunjab.org."
- H. The bidders are advised to upload their tender well in time. Last minute rush slows down/blocks uploading. The society will not be responsible, if tender is not uploaded on the website for any reason.

(II) TERMS AND CONDITIONS: GENERAL

- 1. The Project Director or the School Principal or the School Registrar can at anytime invite officials from Food Safety and Standards Authority of India established under Food Safety and Standards Act, 2006 for checking quality and hygiene standards of the Mess under the above Act. If the report given by the said authority is found unsatisfactory, contract will be terminated. The contractor will have to obtain a certificate from Food Safety and Standard Authority of India within 45 days from the date of award of contract, failing which the contract may be terminated & payments stopped.
- 2. This agreement for Hostel Mess shall be for two years, i.e, 01st October 2017 to 30th September 2019.

3. The 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 after the lapse of the contract in the intact position, if any material is lost or damaged, the same will be recovered from the contractor on the invoice price, without any depreciation.
5. The LPG Gas cylinder and empty gas cylinders shall have to be arranged by the contractor. No other alternative fuel is to be used. Refilling of LPG Gas cylinder shall be entirely the responsibility of the Contractor.
6. The Mess servants shall remain in clean uniform and keep the Mess premises clean and hygienic. They will wear uniforms, apron etc. while on duty which will be 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.
7. The Contractor will also have to establish a canteen outlet and a 'convenience store' in the hostel for students and teachers. Anything purchased from there, will be on payment basis. Further if any student requiring over and above the indicated menu, will have to pay for it. Premises for the said outlet shall be provided by the school.
8. The 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. The said Director will also be Competent to revise the rates. The rates shall be binding on Contractors.
9. The approved bidder will provide 10% performance security after adjustment of EMD already deposited before signing 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 the contractual obligations.
10. All material shall be kept in closed covered containers only.
11. 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.
12. Smoking and consumption of alcohol/intoxicants Pan, Bidi, and Cigarette etc., in the premises is strictly prohibited.
 13. The Contractor shall 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 imposition of fine upto Rs.10000/- or termination of contract or both.
 14. If the contractor himself wants to terminate the contract, he shall have to give three months prior notice otherwise, his security shall be forfeited.
 15. The Contractor shall be responsible for garbage disposal at his cost.
 16. No Room Service to the Hostler students without Warden's permission shall be rendered.
 17. The Contractor will deploy atleast one servant against 25 resident Mess members.
 18. The contractor shall maintain complete biodata of all the employees engaged and submit their photographs, addresses, signatures to the concerned Warden.
 19. 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 shall be provided to the Registrar/Warden
 20. Police verification of the Mess servants shall also be done by the Contractor from the Police Station. The bill of the first month of the session be cleared only after production of the medical certificate and police verification of all servants of the contractor.
 21. Any change of servants, shall be brought to the notice of the Warden concerned and the Contractor shall get the medical examination and police verification done of the changed servants immediately well before joining the Mess.
 22. 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.
 23. 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 if the aforesaid Acts, rules, Schemes or instructions are not followed by the contractor. The contractor will furnish monthly deposit record of EPF/ESI/all labour laws in force (after the first month) otherwise bills will not be cleared. If notice is served to the Society for non-adherence of labour laws or any other law(s) in force in the country the society will, without waiting for a decision, deduct the amount in question from the bill of the contractor and deposit with appropriate authority.

24. The contractor shall use only standard quality ration items and other materials approved by the school authorities. The school authorities will be at liberty to check the quality of the same.
25. The Contractor shall strictly follow the time schedule of menu in the school.
26. Fly catchers are to be provided in the dining halls and kitchens at cost of Contractor. He will be responsible for maintenance and proper repair of the items provided by the school.
27. Roof top water tanks of the mess, to be cleaned every three months at contractors cost.
28. Preferably atta mixing machines to be installed in the Kitchens.
29. The Contractor shall submit the Mess bill for the students by 5th of every month duly checked by the School Principal. The bill shall be prepared as per approved rates.
30. 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.
31. The hostel authorities shall give monthly menu as per seasonal availability and the same shall be followed unless changed by the warden.
32. 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.
33. The breach of terms of contract or unsatisfactory service may lead to issue of warning or imposition of fine as may be decided by the said Director or termination of contract.
34. For any death, injury or accident caused during the performance of duties as envisaged under this agreement, the said director or any his officer or official shall not be liable/responsible for the same.
35. Notwithstanding anything contained elsewhere in this agreement, this agreement can be terminated at any time by either party by giving to the other party three month's prior notice.
36. Tenders submitted shall be without conditions. Any tender received with condition, shall be rejected.

37. All costs, including taxes, shall be included in the tender indicating cost of per child per day. No additional cost other than the cost indicated in the Financial Bid, shall be paid.
38. Incase a student has one main meal (i.e. breakfast, lunch or dinner only) cost for full day meals shall be paid.
39. Contract can be extended on mutually agreeable terms and conditions for further years.
40. Milk, dal, spices, tea, rice, flour and cooking oil etc. shall be of standard variety and their samples will be approved by the Registrar of the school/warden.
41. The contractor shall have a well equipped kitchen including gas stoves, heavy duty fridges/freezers, adequate water, number of steel food warmers, steal/unbreakable crockery, etc. He shall not be allowed to use electricity from school electricity meter for cooking/washing utensils purposes.

(III) **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
- 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 which will be verified by the Principal.
- D. Reimbursement of mess charges shall be made on a monthly basis within 90 days of receipt of invoice along with supporting documents. No interest will be paid on delayed payment. 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.
- E. Payment will be based on daily strength. For vacation upto 15 days, no amount will be paid and in case of vacations of more than 15 days labour cost @ 30% of the days beyond limit of 15 days of the amount of the vacations, will be paid to the contractor.
- F. The bill must bear valid TIN No., GST or Vat No. failing which payment will not released.

(IV) **ELIGIBILITY:**

Documents required from the Tenderer:-

- A. Tender Cost of Rs. 10,000/- (Rupees Ten Thousand only) which shall be paid through NEFT/RTGS/Credit & Debit Card/Internet Banking only, **and the same shall not be REFUNDABLE.**
- B. Earnest Money of Rs.15.00 lacs (Rupees Fifteen Lakh only) shall be 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. TIN No., GST or Vat No. from the Excise & Taxation Department must be upload.
- F. Scan copies of latest income Tax return for last 3 years must be uploaded. Returns for FY 2014-15, 2015-16 and 2016-17 only shall be uploaded. If return of Financial Year 2017-18 is available that also can be submitted in which returns of FY 2015-16, 2016-17 & 2017-18 will be accepted.
- G. The Contractor must have an average annual turnover of Rs. 1.5 crore in similar type of work in the last three years, i.e. FY 2014-15, 2015-16, 2016-17 or FY 2015-16, 2016-17 & 2017-18. Certified copies of audited P&L statement and balance sheet by practicing C.A. for the last three years as above must be uploaded. The certificate must clearly bear the name of the C.A/Firm, postal address, tele No. e-mail and practicing licence No./Registration No.
- 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 per Annexure 'A'.
- J. Self Declaration Form filled by Contractor and scanned copy thereof 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 stamp and signature of the Vendor on each page.

(V) DISQUALIFICATION OR REJECTION OF TENDERS

1. The Bid is liable to be rejected or the bidder is liable to be disqualified at any stage on account of the following, namely:-
 - A. **If the Bid is not accompanied by earnest money of Rs. 15.00 lakh through NEFT/RTGS/Credit and 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. The Society has no responsibility if the bidder is unable to load the bid or part thereof for whatsoever reasons.
 - 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. 10,000/- (Non Refundable) through NEFT/RTGS/Credit and Debit Card/Internet Banking only.
 - J. If the Bidder has been debarred/removed by Society in the past for failure to meet any of the contractual obligations.

2. 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 questioned 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; and
- (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 questioned 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.

(VI) **PENALTIES** The contractor shall be subjected to the following penalties for violation of terms and contract, namely:-

- a) Mess servants found not wearing clean uniform and without Aprons will invite a fine of Rs. 100/- per day, per servant.
- b) Non presence of contractor or his authorised representative during working hours shall invite a fine of Rs. 1000/- per day.
- c) Any misconduct by any employee of the contractor with the school staff or students shall attract a fine of Rs. 10,000/- or termination of contract or both. The decision of the Project Director shall be final in this regard.
- d) Not complying with police verification and medical fitness of employees shall invite a fine of Rs. 1000/- per day. If the same is not done with in 15 day's time, the contract shall be terminated at the cost of the contractor.
- e) Serving contaminated or unhygienic food, if certified by FSSAI official/office of civil surgeon will invite termination of contract and confiscation of Bank Performance Guarantee.

- f) Not serving food as per menu issued by school authorities based on Menu as mentioned in the tender document will invite a fine of Rs. 10,000/- per day, and termination of contract if repeated for three or more days.
- g) Delay in service if meals as per time specified by school authorities shall invite a fine of Rs. 10,000/- per day.
- h) If contractor fails to provide a meal(s) the same shall be procured from the market at the cost of the contractor.
- i) If worms or insects are found in the meals the contractor shall invite a fine of Rs. 10,000/- per day. If the same is found repeated for more than three times in a year the contract will be terminated at cost to the contractor.
- j) Serving semi cooked/not fully cooked chapatias or food shall invite a fine of Rs. 10,000/- per day. The decision of the school committee shall be final in this regard.
- k) Serving left over meals/items will invite a fine of Rs. 10,000/- per day.

(VII) 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.

(VIII) 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, as the case may be.

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 may 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.

(IX) CLARIFICATION, AMENDMENT & LANGUAGE OF THE BID DOCUMENT

1. **Clarification.** 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. However, submission of request for clarification will not entitle the Bidder for any extension of time in submission of the Bid Document.

2. **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 bidder 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, to make the amendment for 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.

3. **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 in local language, with English translation, for the purposes of interpretation of the bid.

(X) TERMINATION OF AGREEMENT 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:

- (i) If the qualified Bidder fails to deliver any or all of the obligations within the time period (s) as 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,
- (ii) The qualified Bidder fails to perform any of the obligation(s) under the contract; and
- (iii) 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.

(XI) 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 to the third party, without the prior written consent of the Project Director, Society For Promotion of Quality Education For Poor and Meritorious Students of Punjab, SAS Nagar.

(XII) GOVERNING LANGUAGE:

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

(XIII) STANDARD OF PERFORMANCE

A. The qualified Bidder shall carry out the services and 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 shall also adhere to professional standards recognized by international professional bodies. The Bidder shall employ appropriate advance technology and safe and effective equipment, machinery, material and methods. The Bidder 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 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 reasonable opportunity to the party in this regard.

(XIV) INSPECTION

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.

(XV) ARBITRATION:

(1) If any dispute arises with regard to this agreement/contract the same shall be reference 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.

(2) In all matters and disputes arising hereunder the appropriate Courts at SAS Nagar shall have jurisdiction to entertain and try the same.

(XVI) ADMINISTRATIVE

- A. The contractor will have to sign an agreement with the Project Director, Meritorious Schools or his representative in such form as may be specified by the office within a period of seven days after placing the order.
- B. The contractor will maintain a register for the complaints of the students/school staff which will be pre authenticated by School Principal and 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 Government.
- E. All employees engaged by the contractor will be subject to police verification by the contractor.
- 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 contractor 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. The Contractor Bidder shall not work in association with any 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. If any of the meals is not found acceptable, the bidder shall replace the same and submit the product of acceptable quality.
- J. Bidder shall be liable after agreements for any incident or mis-happening w.r.t food quality etc.
- K. Number of students may be increased or decreased depending upon their attendance and during vacations etc.
- L. Conditional Tender will be rejected straightway. If any clarification is needed, it can be sought during Pre-bid Conference.
- M. Contractor and their staff will not be permitted to stay at night in Hostel mess until such arrangements are made in schools.
- N. 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.
- O. The Successful bidder shall have to sign an agreement with Society for Promotion of Quality Education for Poor and Meritorious Students of Punjab or his nominee on Rs. 2000/- Non-Judicial Stamp Paper. This tender document shall be attached alongwith agreement.
- P. All pages of tender document should be mentioned in serial number with signature of contractor with stamp.
- Q. **Amplifications on Instructions as per on Annexure 'C' by the Contractor with signature and stamp is also to be uploaded and submitted.**
- R. **The Biddar will have to submit proof of Bid Document fee and EMD payment receipt alongwith Technical Bid.**



Note: Prospective Bidders should continuously be seeing the website www.etender.punjabgovt.gov.in and/or www.ssapunjab.org 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 and/or www.ssapunjab.org .																														
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	<div>Following options are available for making e-Payment:</div> <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 2300.00</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> <div>Procedure for e-Payment through OTC /NEFT:</div> <div>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.</div>	Mode of payment →	IPG	Net Banking	OTC	NEFT	Purpose & Amount ↓					Registration Fee Rs 2300.00	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 2300.00	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	<p>Steps to be followed for registration of bidders:</p> <ol style="list-style-type: none"> Click on “Register” and fill the online registration form. Pay the registration fee of Rs. 2000/- plus GST as applicable will show automatically on etender site through e-Payment Gateway (IPG and Net Banking). Note the User ID and Password allotted by the system. Upload following documents in scanned format:- <ol style="list-style-type: none"> Request on Company Letter Head PAN Card Enlistment certificate, if any. Registration Acknowledgement <p>After this the bidder will have to contact Punjab e-Procurement Helpdesk for the activation of his User ID.</p>
6	Login & Participation in the Tendering process	<p>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:</p> <ol style="list-style-type: none"> 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	<p>Steps to be followed for online request for tender:</p> <ol style="list-style-type: none"> 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	<p>Steps to be followed for uploading supporting documents:</p> <ol style="list-style-type: none"> 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

		<p>Number in case payment is made through OTC or NEFT.</p> <p>b) When the user finishes with the payment of EMD, the “Red color” will automatically turn to “Black color”.</p> <p>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.</p> <p>d) The user may log off and fill up the editable documents off line in his own time.</p>
11	Upload files – Technical Sheet/ Price bid Sheets and attach documents to the tender	<p>a) From the  screen click on “Click here to Upload the Filled File” (which is displayed in “Red color”)</p> <p>b) Select the filled file/ files which were saved in the same name.</p> <p>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).</p> <p>d) Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile.</p> <p>e) Attach the required documents to the concerned tender from general document section to the tender document screen.</p>
12	To Submit the Tender	<p>a) Bids once submitted cannot be revised. Therefore, prior to submission, verify whether requisite documents have been attached and uploaded.</p> <p>b) Note down / take a print of “bid control number” once it is displayed on the screen.</p>
13	To view the tender opening process	<p>Tender opening event can be viewed online as per procedure given below:</p> <p>a) Log in with your User Id and Password (which was allotted by the system after registration).</p> <p>b) Select Department from “Select the Department” drop down box.</p> <p>c) Click on “OPENED”. Click on the  icon to view bid documents of all bidders participating in the tendering process.</p>
14	e-Procurement Help Desk details	<p>a) Office Address: Punjab Infotech, (e-Procurement Helpdesk), S.C.O - 101, 2nd Floor, Sector – 47 C, Chandigarh.</p> <p>b) Visiting Hours: 8 AM to 8 PM (Monday to Sunday except Public Holidays)</p> <p>c) Contact Details: Tel : 0172-5035985 Fax : 0172-3934667 (Fax) Mobile : 09257209340, 08054628821</p> <p>d) E-mail : etender.helpdesk1@punjabinfotech.gov.in</p>

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 shall be liable to be forfeited and the contract shall 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. 10,000/- (NON REFUNDABLE) and the other EMD cost of Rs. 15.00 Lacs should be submitted through NEFT/RTGS/Credit & Debit Card/Internet Banking only for per school/district.
2. Copies of ITR, PAN Card, CST/ST, Tin No., VAT No. or GST 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 an average annual turnover of Rs. 1.5 crore in last three years, i.e. FY 2014-15, 2015-16 and 2016-17 or FY 2015-16, 2016-17 & 2017-18 in similar type of work. 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. In case 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. 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.

/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. 10,000/- (Rs. Ten Thousand only) (Mentioned:- Yes/No)		
2	Earnest Money of Rs.15.00 lacs (Rupees Fifteen 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	Tin No., GST or Vat No. of the firm must be uploaded.		
7	Scan copies of latest income Tax return for last 3 years must be uploaded. Returns for FY 2014-15, 2015-16 and 2016-17 or FY 2015-16, 2016-17 & 2017-18 only shall be uploaded.		
8	The contractor must have an average annual turnover of Rs. 1.5 crores in similar type of work during FY 2014-15, 2015-16 and 2016-17 or FY 2015-16, 2016-17 & 2017-18. 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	Presentation must be uploaded and typed in the company letter head in English language.		
14	Technical Bid must be uploaded Sequence wise as per Annexure 'D'.		

**SOCIETY FOR PROMOTIO OF QUALITY EDUCATION FOR POOR AND
MERITORIOUS STUDENTS OF PUNJAB**

**PRICE BID FOR HOSTEL MESS AT SENIOR SECONDARY RESIDENTIAL SCHOOLS
FOR MERITORIOUS STUDENTS**

Name of Bidder :

Name of School/District _____ Date _____

Sr. No.	Description of Work	No. of Students	Unit	District	Rate quoted (Net Rates)	
					In Figure	In Words
1	Morning tea, Breakfast, Lunch, Evening tea, Dinner & Night Meal as per Menu	Session 2017-18 = 500 to 900 approx. Session 2018-19 = 500 to 900 approx.	per day per student			

- Note:-**
1. Rates quotes should include all taxes and levies by Central/ State Govt.
 2. Rates filled in Excel sheet downloaded from e-tender site only will be accepted. Bidder to ensure financial bid not attached with Technical Bid. If financial bid is attached with Technical bid the Vendor's bid will be rejected at the Technical bid stage only.