Sr. No:...

# **BID DOCUMENT**

FOR HOSTEL MESS AT SENIOR SECONDARY
RESIDENTIAL SCHOOLS FOR MERITORIOUS
STUDENTS

# PROJECT DIRECTOR

SOCIETY FOR PROMOTION OF QUALITY EDUCATION FOR POOR AND MERITORIOUS STUDENTS OF PUNJAB.

# **BID SUMMARY**

BID No.

HOSTEL MESS, CANTEEN.

Description:

As per menu

The meals should be as per norms fixed by Govt. And as amended from time to time. Canteen for supply of items, such as Biscuits, wafers, Patties, Bread omelets etc along with a counter for daily needs such as tooth paste, tooth Brush, comb,

shampoo , hair oil etc.

Cost of Bid Document

Pre-bid conference
Sale of Tender Document
Submission of tender document (online)
Opening of Tender Document

(Rs. 1,000/- (Non-Refundable)
- 25.07.2014 at 11.30 AM
- 04.08.2014 at 11.00 AM
- 04.08.2014 at 12.00 Noon
- 04.08.2014 at 3.00 PM

### **INVITATION FOR BID**

Expression of interest is hereby invited from the interested firms for contract ship for running of Hostel Messes and Canteens for 500 students for the year 2014-15 and 1000 students from the year 2015-16 on words. Each in 6 residential Govt. Senior Secondary Schools located at Patiala, Ludhiana, Jalandhar, Amritsar, Bathinda and SAS Nagar (Mohali) for the session 2014-15. The tender document can be downloaded from http://www.ssapunjab.org/

The tender should be rate charges per day per student. For the current year i.e 2014-15, the total number of students shall be 500 per school. The per day meals includes morning bed tea with biscuits, Breakfast, Lunch, Evening tea with snacks and Dinner. The menu is indicative

Morning Tea	Breakfast	Lunch	Evening Tea	Dinner	Night
Tea and Biscuit	Non-Veg:- Eggs, 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, Dal, Seasonal Vegetable, Pudding Veg:- Panner, Dal, Seasonal Vegetable, , Salad, Roti/Rice Pudding	Glass of Milk/ Coco.

- 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. Sealed tenders for each school should be submitted to Project Director, Punjab (herein and after called Indenting officer) not later than the last date of submission for each district separately subscribing name of district on the envelope. If the tenders intend to apply for more than one school it should submit one tender for each school separately.
- 3. Each Proposal must be accompanied by an Earnest Money of Rs. 5 lac in the form of Bank Draft in favor of the Project Director, Punjab Payable at Chandigarh
- 4. One tenderer can be allotted one or more than one schools.
- 5. Bid document is not transferable.
- 6. Schedule:

The bid should be submitted to the Project Director on 04.08.2014 up to 12.00 Noon as per the schedule mentioned below:-

Pre-bid conference	-	25.07.2014	at 11.30 AM
Sale of Tender Document	-	04.08.2014	at 11.00 AM
Submission of tender document	-	04.08.2014	at 12.00 Noon
Opening of Tender Document	~	04.08.2014	at 3.00 PM

- a) Validity of the Bid: 90 days from the date of opening of receipt.
- b) Execution of the contract period: After the acceptance of bid is given, the tenderer shall have to execute the contract from \_\_\_\_\_
- c) The contract shall be valid for one year. However, the contract can be renewed after one year after evaluating the performance of the tenderer on the terms mutually agreed upon.

### Important Instructions:-

- 1) For any clarifications, please contact General Manager (Mid Day Meal) on 0172-5212307 on any working day upto 5.00 PM.
- 2) Bidders shall have to pay tender document fee of Rs. 1000/- (non-refundable) by bank draft in favour of Project Director, payable at SAS Nagar.
- 3) Earnest Money Deposited (EMD) @ 2% of the value of tender or Rs. 5 lac whichever is higher through bank draft drawn in favour of Project Director, payable at SAS Nagar.

Note: Project Director shall not be responsible for any postal delay about non-receipt/no delivery of the documents.

### 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 its own arrangements for manpower, kitchen, serving utensils, electricity—and water charges in the mess premises.
- 2. Healthy & Hygienic food contains mandatory fruit and salad etc.
- 3. The periodic medical checkup of the kitchen and serving staff shall have to be ensured by the tenderer.
- 4. Separate Dish washing unit with sanitizer.
- 5. Daily Garbage disposal.
- 6. Ventilation with wire mesh.
- 7. Exhaust fans should be fitted in Kitchens.
- 8. Water purification system to be installed in dining hall.
- 9. Water Testing Report every three months.
- 10. In storage area regular fumigation and pest control to be done every month to protect against rodents and pests.
- 11. Use of LPG to be properly secured through a piping system.
- 12. Use of gloves and headgear and apron to be compulsory
- 13. Fire protection measures to be taken to protect against any untoward incident.
- 14. Proper water arrangements for cooking, cleaning and heating.
- 15. Contractor cannot charge from students against food served in Hostel Meals etc. as per agreement terms & conditions.
- 16. Proper water disposal arrangements for waste water.
- 17. Proper arrangements for waste disposal and kitchen waste disposal.
- 18. Adequate lighting arrangement.
- 19. Time, quantity, and quality of food will be determined day by day.
- 20. Food Menu given by department will be strictly followed.
- 21. Any other item can be added or deleted with permission of Project Director.

### INSTRUCTIONS TO BIDDERS

- A. The bid should be filled in original and should be sealed in a cover super scribed as bid for Hostel Mess of Senior Secondary Schools for Meritorious Students and put in a cover alongwith EMD. The authorized signatory of the organization should sign all pages of the bid carefully.
- B. The covers thus prepared should also indicate clearly the name and address of the Bidder to enable the Bid to be returned unopened in case it is received "Late".
- C. The bids received late after the last date and time for receipt of bids prescribed in the Bid document shall be rejected and/or returned unopened to the Bidder.
- D. The organization shall not entrust/ sub-contract mess contract and canteen to any other organization/ agency.
- E. It will give commitment to return to the State Government any permanent/ semi permanent assets acquired by the organization once the organization ceases to undertake the work.
- F. State government may prescribe such other conditions as they may deem appropriate in addition to the conditions stated above.
- G. 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

# **TERMS & CONDITIONS: GENERAL**

- The Contractor shall procure license issued by the Health Authority, of the respective place as per prevention of Food Adulteration Act at his own cost.
- 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. Basic furniture (chairs and dining tables) shall be provided by the Hostel. Safety of the furniture shall be the responsibility of the Contractor. In case of any loss of furniture item, recovery shall be made from the Contractor.
- 5. Fuel gas installation and empty gas cylinders shall be have to be arranged by the contractor. No other fuel is to be used. Use of kerosene oil stove 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 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.
- 8. Canteen rates for full session shall be fixed by Project Director, Punjab in whom lies the authority for revision. The rates shall be binding on Contractors.
- 9. It is also proposed to have 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.
- 10. The Contractor shall deposit Rs. one lack cash as security. The same shall be refundable at the end of the session after final settlement of accounts.
- 11. All material shall be kept in closed covered containers.
- 12. The Project Director, 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 Cigrette etc., in the premises is strictly prohibited.
- 14. The Contractor will remain 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 one months notice in advance. In the event otherwise his security shall be forfeited.
- 16. The Contractors 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 Warden concerned Offices.
- 20. The Contractor will employ only medically fit persons. All servants before being engaged for duty shall undergo medical check-up (urine, stool examination).
- 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 Contract shall get their medical examination and police verification done immediately.
- 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.
- 24. The Contractor shall observe and follow general labour laws, employment Act and wages Rules.
- 25. The contractor shall use only standard quality ration items and other materials approved by the hostel 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 will be strictly followed the time schedule, menu in the school.
- Fly catchers to be provided in the dining meals and kitchens.
- 31. Rooftop water tanks of the mess to be cleaned every three months.
- 32. Preferably atta mixing machines to be installed in the Kitchens.
- 33. The Contractor shall submit the Mess bill for the residents by 5<sup>th</sup> of every month. The bill shall be prepared as per approved rates.
- 34. The Contractor shall not serve food to any outsider except guest of bonafide residents.
- 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.
- In case of any dispute the decision of Project Director shall be final and acceptable.
- 38. Breach of terms of contract or unsatisfactory service may lead to imposition of fine, issue of warning and 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.
- 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, Defence Services Welfare, 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 one month's notice in writing or payment in lieu thereof.

- 43. 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, 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 maintain by the Contractor for Breakfast/Lunch/Dinner.
- D. Reimbursement of mess charges shall be made on a monthly basis within 1 month of receipt of invoice along with supporting documents failing which Contractor is entitled to claim interest @10% on the pending payment for the period of delay. Nevertheless, the organization will 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 organization will be released immediately on receipt of funds.

# **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. one lakh in from of Band Draft.
- 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 after the expiry of due date and time.
- 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.
- 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, 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, 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, Punjab Chandigarh.

#### Award of Work

Notwithstanding anything else contained to contrary in this Bid Document, Project Director, 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.

#### <u>Delays in the Service Provider Performance:</u>

- A. Delivery of meals shall be made by the organization in accordance with the time-schedule specified by Project Director, Punjab.
- B The organization will strictly adhere to the time-schedule for providing meals. However, Project Director, Punjab can relax this time limit.
- In case the contractor is unable to provide meals due to the reasons, 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, Punjab personally. The Project Director, 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 receipt of bids, Project Director, 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 general advertisement or through letter or by FAX or Email to the prospective Bidder/Bidders who have received the Bid Documents and the same will be binding on them.
- 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, Punjab may, at its discretion, extend the last date for the receipt 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, 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.

## 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 and he shall submit proof of payment thereof every month.
- D. The Project Director, 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, 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 deduction at source as applicable at the prevailing tax 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 unamended printed literature.
- 4. The committee of experts appointed by the Project Director, 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 attendence and during vacations etc.

#### EARNEST MONEY & PERFORMANCE SECURITY:

A. The Bidder will deposit Rs. one lakh as Earnest money, along with bid document, in the form of Bank Draft in favor of Project Director, Punjab, payable at Chandigarh

#### TERMINATION FOR DEFAULT:

- A. The Project Director, 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, 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, Punjab

#### <u>CONFIDENTIALIT</u>

The Bidder (s) 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, Punjab Chandigarh.

# **GOVERNING LANGUAGE:**

The contract shall be written in the language of the bid, as specified by the Project Director, 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 Director General School Education 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.

### **ARBITRATION:**

- A. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred by the Project Director, Punjab to the Principal Secretary to Government 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 reenactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- B. In all matters and disputes arising hereunder the appropriate Courts at Chandigarh shall have jurisdiction to entertain and try them.
- C. Project Director, Punjab reserves the right to accept or reject any bids without assigning any reason.

## Document required from the Service Provider

- A. Audited Balance Sheet for last three years.
- B. Testimonials related to work Experience.
- C. Presentation.

Signature of Authorized signatory of the Bidder