



केन्द्रीय विद्यालय सीधी (म.प्र.)-486661

Kendriya Vidyalaya Sidhi (M.P)

(शिक्षा मंत्रालय, भारत सरकार के अधीन)

(Under the Ministry of Education, Govt. of India)

दूरभाष/Phone No.a 07822292428 ईमेल/Email: sidhikv09@gmail.com

वेबसाइट: <https://sidhi.kvs.ac.in> स्कूलकोड/School code : 54124. संबद्धता क्र./Affiliation

फा.19/स्पोर्ट्स हॉस्टल/SLKIC/केवि-सीधी/2021-2022/

दिनांक : 30.03.2022

अनुबंध के आधार पर स्पोर्ट्स हॉस्टल में मैस संचालन हेतु निविदा दस्तावेज़ (30.03.2022)

Tender Document for operating Sports Hostel Mess on Contract basis (30.03.2022)

CONTENTS OF TENDER DOCUMENT

S.No.	DESCRIPTION OF CONTENTS	PAGE NO.
1	Tender Notice	2
2	Important points of the tender at a glance	3
3	Disclaimer	4
4	SECTION-I (Invitation of Bids & instructions to Bidders)	5 to 6
5	SECTION-II (Definitions and Abbreviations)	7
6	SECTION-III (SCOPE OF WORK and related Terms and Conditions)	8 to 17
7	SECTION-IV (Bidding Procedure)	18 to 22
8	SECTION-V (Suggested Brands of all major food items, Ration size& Menu)	23 to 26
	Table-1 Suggested Brands of all major food items	23 to 24
	Table-2 Ration size per athlete per day	25
	Table-3 Menu	26
9	SECTION-VI (Formats for Technical Bid)	27 to 32
	(A) Bid submission form Annexure –I Part –(i)	27
	(B) Declaration Annexure –I Part –(ii)	28
	(C) Certificate of Non-Blacklisting Annexure –I Part –(iii)	29
	(D) Performa for Technical Bid Annexure –I Part –(iv)	30
	(E) Checklist of documents Annexure –II	31
	(F) Letter of Authorization for Bid opening meeting Annexure –III	32
10	SECTION-VII (Formats for Financial Bid)	33 to 34
	(A) Financial Bid submission form Annexure –IV	33
	(B) Quotation of Rates or Financial Bid Annexure –V	34
11	SECTION-VIII (Model Agreement) Annexure –VI	35 to 38



केन्द्रीय विद्यालय सीधी (म.प्र.)-486661

Kendriya Vidyalaya Sidhi (M.P)

(शिक्षा मंत्रालय, भारत सरकार के अधीन)

(Under the Ministry of Education, Govt. of India)

दूरभाष/Phone No.a 07822292428 ईमेल/Email: sidhikv09@gmail.com

वेबसाइट: <https://sidhi.kvs.ac.in> स्कूलकोड/School code : 54124. संबद्धता क्र./Affiliation

फा.19/स्पोर्ट्स हॉस्टल/SLKIC/केवि-सीधी/2021-2022/

दिनांक : 30.03.2022

स्पोर्ट्स हॉस्टल मैस हेतु निविदा सूचना (Tender Notice for Sports Hostel Mess)

सर्वसाधारण को सूचित किया जाता है कि भारतीय खेल प्राधिकरण द्वारा केन्द्रीय विद्यालय सीधी (म.प्र.) में खेलो इंडिया राज्य स्तरीय केंद्र (SLKIC) के लिए स्पोर्ट्स हॉस्टल का चयन किया गया है। एतदर्थ स्पोर्ट्स हॉस्टल में अनुबंध के आधार पर मैस (Mess) की व्यवस्था करने हेतु सीलबंद निविदाएँ आमंत्रित की जा रही हैं। उक्त कार्य करने हेतु इच्छुक पंजीकृत एवं अनुभवी केटरर्स/ फ़र्म/ एजेंसी, निविदा प्रपत्र विद्यालय के कार्यालय अथवा विद्यालय की वेबसाइट <https://sidhi.kvs.ac.in> से प्राप्त कर सकते हैं। पूर्ण रूप से भरे हुए निविदा प्रपत्र निविदा मूल्य रू. 500/- एवं मांगी गई धरोहर राशि (EMD) के साथ केवल त्वरित डाक अथवा पंजीकृत डाक द्वारा दिनांक **21.04.2022** (गुरुवार) सांय 5.00 बजे तक विद्यालय कार्यालय में जमा किए जा सकते हैं। निविदाएँ दिनांक **22.04.2022** को अपराहन 01:00 बजे विद्यालय कार्यालय में खोली जायेंगी। अधिक जानकारी के लिए विद्यालय की वेबसाइट <https://sidhi.kvs.ac.in> का अवलोकन किया जा सकता है।

प्राचार्य



केन्द्रीय विद्यालय सीधी (म.प्र.)-486661

Kendriya Vidyalaya Sidhi (M.P)

(शिक्षा मंत्रालय, भारत सरकार के अधीन)

(Under the Ministry of Education, Govt. of India)

दूरभाष/Phone No.a 07822292428 ईमेल/Email: sidhikv09@gmail.com

वेबसाइट: <https://sidhi.kvs.ac.in> स्कूलकोड/School code : 54124. संबद्धता क्र./Affiliation

फा.19/स्पोर्ट्स हॉस्टल/SLKIC/केवि-सीधी/2021-2022/

दिनांक : 30.03.2022

अनुबंध के आधार पर स्पोर्ट्स हॉस्टल में मैस संचालन हेतु निविदा दस्तावेज़ (30.03.2022)

Tender Document for operating Sports Hostel Mess on Contract basis (30.03.2022)

एक नज़र में निविदा के महत्त्वपूर्ण बिन्दु / Important points of tender at a glance

1	निविदा का शीर्षक/ Title of the Tender	Open Tender for contract for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/ items as per the mentioned specifications/menu)
2	निविदा का प्रकार/ Type of the Tender	Open and Advertised two bid System
3	निविदा की कोटि/ Tender Category	Catering services (with food commodities/items)
4	निविदा प्रकाशन की तिथि/ Date of Publication of Tender	31.03.2022 in the daily News papers Dainik Bhaskar & 01.04.2022 in the daily news paper Patrika
5	निविदा दस्तावेज़ डाउनलोड/ बिक्री आरंभ करने की तिथि Date of download of Tender Document/ Date of start of sale of Tender document	31.03.2022 9:00 AM
6	निविदा प्रपत्र ज़मा करने की आरंभिक तिथि / Date of start of Bid Submission	31.03.2022 9:00 AM
7	निविदा दस्तावेज़ डाउनलोड/ बिक्री बंद करने की तिथि Last date of download of Tender Document/ Last date of sale of Tender document	21.04.2022 5:00 PM
8	पूर्ण रूप से भरे हुए निविदा प्रपत्र ज़मा करने की अंतिम तिथि एवं समय Last date and time of submission of duly filled Tender (bidding) documents	21.04.2022 5:00 PM
9	पूर्ण रूप से भरे हुए निविदा प्रपत्र ज़मा करने का माध्यम/ Mode of submission of duly filled Tender (bidding) documents	Only through Speed Post or Registered Post in the Vidyalaya Office
10	पूर्ण रूप से भरे हुए निविदा प्रपत्र ज़मा करने का पता/ Address of submission of duly filled Tender (bidding) documents	THE PRINCIPAL KENDRIYA VIDYALAYA NORTH KARAUNDIA SIDHI (M.P)-486661
11	निविदा प्रक्रिया/ Bidding System	Two Bid System (Technical Bid- Envelope : I, Financial Bid- Envelope : II)
12	निविदा की वैधता अवधि/ Bid Validity Period	180 days from the last date
13	निविदा दस्तावेज़ का मूल्य / Price of Tender Document	Rs. 500/- (Rs. Five hundred only) –Non-refundable
14	धरोहर राशि/ Earnest Money Deposit (EMD)	Rs. 40,000/- (Rs. Forty Thousand only) Refundable without Interest
15	निविदा दस्तावेज़ का मूल्य एवं धरोहर राशि ज़मा करने का माध्यम / Mode of submission of Price of Tender Document and Earnest Money Deposit	Offline : Separate Demand Drafts (DD) for Tender Document and EMD in favour of “SPORTS HOSTEL KENDRIYA VIDYALAYA SIDHI” payable at UNION BANK OF INDIA, SIDHI
16	निविदा पूर्व मीटिंग की तिथि/ Date of pre-Bid meeting	21.04.2022 01:00 PM
17	निविदा खोलने की तिथि, समय एवं स्थान/ Date, time and place of opening of Bids	22.04.2022 01:00 PM in the office of Principal Kendriya Vidyalaya Sidhi (M.P)

DISCLAIMER

This Tender Document is being issued by Kendriya Vidyalaya Sidhi (M.P) for contract for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items as per the mentioned specifications/menu in this Tender document) located in the campus of Kendriya Vidyalaya Sidhi (M.P) and selected as State Level Khelo India Centre (SLKIC) by Sports Authority of India (SAI) for the selected Boys/ Girls under the flagship scheme “Khelo India”, admitted in the Kendriya Vidyalaya Sidhi (M.P) in different classes as per norms of Kendriya Vidyalaya Sangathan, through open and advertised two bid system on such terms and conditions and technical specifications as set out in this Tender document.

It is being hereby clarified that this Tender Document is not an Agreement and is not an offer or invitation by Kendriya Vidyalaya, Sidhi (M.P) to any party hereunder. The purpose of this Tender Document is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This Tender Document does not purport to contain all the information bidders may require.

This Tender Document may not be appropriate for all persons/bidders and it is also not possible for Kendriya Vidyalaya Sidhi (M.P) to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this Tender document and obtain independent advice from appropriate sources.

Kendriya Vidyalaya Sidhi (M.P) and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the Tender document.

Kendriya Vidyalaya, Sidhi (M.P) in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this Tender document.

SECTION -I

(Invitation of Bids and Instructions to Bidders)

1. Introduction :

Sports Hostel located in the campus of Kendriya Vidyalaya Sidhi (M.P) has been selected as State Level Khelo India Centre (SLKIC) by Sports Authority of India (SAI) for the selected Boys/ Girls under the flagship scheme “Khelo India” and who will stay in this hostel and admitted in the Kendriya Vidyalaya Sidhi (M.P) in the different classes as per norms of Kendriya Vidyalaya Sangathan. Arrangement of meal is to be made for these selected Boys /Girls staying in the sports hostel for the whole day as per the prescribed Ration size per athlete per day and as per the specified menu on the stipulated schedule mentioned in this Tender document .

2. Invitation of Bids and instructions to Bidders

1. Kendriya Vidyalaya Sidhi (M.P) invites bids through open and advertised two bid system on such terms and conditions and technical specifications as set out in this Tender document for contract for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/ items as per specifications /Menu mentioned in this Tender document), located in Kendriya Vidyalaya Sidhi with the brief description of the work as follows :-

Brief Description of work	Amount of Tender cost and Bid Security
<ol style="list-style-type: none">1. Cooking & serving of safe and hygienic meals-Bed tea, Breakfast, Lunch, Evening tea before training, Evening snacks/pre-during & post training meal, and dinner (including the supply/procurement of the food commodities/items as per the specifications/ Menu as mentioned in this Tender document) by deployment of sufficient trained personnel including a professional cook for the said job in the Sports Hostel Mess located in the campus of the Kendriya Vidyalaya, Sidhi (M.P) along with the following associated work in connection with the said job-2. Management and up keeping of stores in the Mess3. Cleaning of utensils, kitchen & serving items, plates etc.4. Cleaning of dining tables, cooking; dining and auxiliary areas etc.5. Maintenance and security of the equipment, utensils and other items being used in the kitchen and dining areas in the mess.6. Daily attendance of hostlers taking meal in the mess duly verified by the hostel warden and submit it daily to the Principal.7. To maintain complaint & suggestion register and attendance register of personnel deployed for the said job in the Mess.	<ol style="list-style-type: none">1. Rs. 500/- (Rs. Five hundred only) as Tender cost (non refundable)2. Rs. 40,000/- (Rs. forty thousand only) as Bid security (EMD) (refundable without interest)

2. Bidder may get the Bidding documents from the office of the KV Sidhi after paying the required tender cost or may also download from the website <https://sidhi.kvs.ac.in>
3. Bidders shall ensure that their Bids, complete in all respect are to submitted through Speed Post/ Registered post only on or before the closing date and time as mentioned in the Tender document.
4. **Telex or Facsimile Bids or Bids through E-Mail/ Courier/ by hand are not acceptable .**
5. **Each Bidder must submit only one Bid.**
6. Bidder who has downloaded the tender from the website <https://sidhi.kvs.ac.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.

7. Before formulating the bid and submitting the same to the Kendriya Vidyalaya, Sidhi (M.P), the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the Tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this Tender document, may result in rejection of the bid.
8. The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation and submission of its tender and for subsequent processing of the same. The Kendriya Vidyalaya, Sidhi (M.P), will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome or cancellation of the tendering process.
9. It is imperative that each bidder fully acquaints himself/herself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time. On such matters, the Tender Inviting Authority/ KV Sidhi shall not entertain any request from the bidders.
10. Intending bidders are advised to visit again website <https://sidhi.kvs.ac.in> before submission of tender for any corrigendum / addendum/ amendment.
11. A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by KV Sidhi. The prospective bidders should on their own cost, attend the said meeting on the date and venue.
12. **Conditional bids/Alternative Bids shall not be considered and will be out rightly rejected.**

Principal
Kendriya Vidyalaya, Sidhi (M.P)

SECTION – II

(Definitions and Abbreviations)

The following definitions and abbreviations, which have been used in this Tender document shall have the meanings as indicated below:-

(a) Definitions:

- (i) **“K.V. Sidhi”** means Kendriya Vidyalaya Sidhi inviting the Bids for contract for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/ items as per specifications /Menu mentioned in this Tender document)
- (ii) **“KVS”** means Kendriya Vidyalaya Sangathan
- (iii) **“SAI”** means Sports Authority of India
- (iv) **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- (v) **“Bidder”** means bidder/the individual/company or firm submitting bids/Quotations/ Tender.
- (vi) **“Contractor”/service provider/caterer** means the successful bidder/ individuals or the firm providing catering services to operate the sports hostel mess on the terms and conditions as incorporated in the contract.
- (vii) **“Services”** means the services as incorporated in the scope of work read with terms and conditions.
- (viii) **“Earnest Money Deposit” (EMD)** means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- (ix) **“Contract”** means the written agreement entered into between the KV Sidhi and the contractor/ Service provider/caterer, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- (x) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xi) **“Specification”** means the document/standard that prescribes the requirement with which service has to conform.
- (xii) **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- (xiii) **“Day”** means calendar day and **month** means calendar month.
- (xiv) **“Committee”** means the sports hostel committee authorized by the Principal Kendriya Vidyalaya Sidhi for supervision of food arrangements in the mess and dealing with all other issues related to the sports hostel.

(b) Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders
- (iii) **“ITB”** means Instruction to Tenders
- (iv) **“GCC”** means General Conditions of Contract
- (v) **“KVS** means Kendriya Vidyalaya Sangathan
- (vi) **“SAI”** means Sports Authority of India
- (vii) **“EMD”** means Earnest Money Deposit
- (viii) **“IFB”** means Invitation for Bid
- (ix) **“LoA”** means Letter of Award
- (x) **“FSSAI”** means Food Safety Standards Authority of India

SECTION – III

[SCOPE OF WORK and related Terms and Conditions]

1. The Contractor shall provide catering services for operation of Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/ items as per specifications/Menu mentioned in this Tender document) **for a period of one year** from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, Kendriya Vidyalaya Sidhi (M.P), but **not more than one year without any change in terms & conditions.**
2. The Contractor shall provide catering services **every day i.e, on all working days, non-working days** inclusive of Sundays and all holidays (whether Gazetted or non-gazetted) except the holidays which will be declared for hostlers by the Principal Kendriya Vidyalaya, Sidhi (M.P).
3. Detailed scope of work with related other terms and conditions of the said job is as follows-

(a) Catering & Mess service/ (Cooking & Serving meal & timings)

1. The contractor shall provide the following safe, hygienic and freshly prepared meal on the tentative timings mentioned below in the mess of sports hostel as per the prescribed Ration size per athlete per day and as per the prescribed specifications and Menu as mentioned in the section –V of this Tender document-

S. N.	Meal	Tentative timings
1	Bed Tea	05:00- 05:30 AM
2	Breakfast	07:30- 08:20 AM
3	Lunch	11:30- 12:00 NOON
4	Evening Tea before training	03:00- 03:30 PM
5	Evening Snacks/ Pre, During & Post Training Meal	04:30- 05:00 PM
6	Dinner	08:00- 09:00 PM

2. Mess timings can be shifted/changed as per the SAI coaches discretion.
3. **Vegetarian and non vegetarian cooking shall be done separately.**
4. Separate colour coded food grade plastic/ marble chopping boards and stainless steel knives should be used for vegetarian and non-vegetarian food items to prevent cross contamination.
5. The number of hostler Boys/Girls may increase or decrease at any time during the contract.
6. When circumstances warrant, the contractor should cater to a large number of Athlete Boys/Girls at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated accordingly.
7. In case of requirement, contractor shall be asked to supply meal to the guests at rates applicable.
8. The quantity of food commodities indicated in the attached statement may be strictly followed however in any unavoidable circumstance or in case of any emergency or in case of any direction from SAI/KVS officials it may increased or decreased according to the situation.
9. The contractor shall ensure that only freshly cooked, safe, nutritious, hygienic and edible food has to be served in every meal and any type of COOKED FOOD shall not be stored/ preserved / re-served after meals.
10. It shall also be ensured by the contractor that stale food is not to be recycled. Stale food shall be removed from the mess premises as soon as possible.
11. It shall be the sole responsibility of the contractor to deploy sufficient number of trained persons for providing catering services including a supervisor and a trained and professional cook for smooth operation of sports hostel mess.
12. Sometimes arrangement of prepared meal can be done at two different places on the same time hence contractor shall deploy the persons accordingly.

3(b) Quality Control in cooking & serving meal

1. The Contractor shall ensure that the articles of food satisfy the requirements of Food Safety & Standard Act 2006 and the rules and regulation made there under at all stages of procurement of raw material, processing, preparation and serving to the inmates.
2. All perishable food items (vegetables, fruits, paneer, non-vegetarian foods etc.,) should be of 1st Quality and /or FSSAI registered.
3. The quality of articles of food & provisions shall be of good standard. All food ingredients used in preparation of food as per menu should be FSSAI registered and/ or as per brand names/others specified in Table -1 given in section-V of this Tender document.
4. The Contractor shall **not be entitled** to serve pre-cooked food items purchased from an outside vendor except items like Mineral Water, Sweets, Ice-creams, in the mess premises. However, the responsibility for food quality shall vest with the service provider/contractor for all purposes.
5. The contractor shall procure only good quality fresh vegetables, fruits, non-veg (perishables) from the market on daily basis. The contractor shall ensure that a sufficient stock of other raw material (non-perishable) is stocked in the store for consumption for a minimum period of 15 (fifteen) days. The contractor shall ensure that First-In-First-Out (FIFO) principle is followed for all purposes.
6. All vegetables, fruits etc. used shall be washed properly and should be fresh and shall not be rotten or overripe.
7. Milk and milk products such as curd, yogurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry.
8. The oil that remains from deep frying at the end of the day shall have to be destroyed and **shall not be** allowed to be recycled for the purpose of cooking again.
9. The food shall be neither too spicy nor too oily. Food shall be wholesome and shall cater to the taste of the hostlers. Wet pastes used in recipes like ginger and garlic paste should be prepared every day.
10. Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or fish; and shall be purchased from the standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
11. The Contractor shall store the material purchased by him in a neat, tidy and hygienic manner in the space provided by KV Sidhi. The contractor shall be responsible for their hygiene and safety. The security of such material will be the sole responsibility of Contractor.
12. The Contractor shall **not himself or by any person on his behalf** procure, prepare & serve any article of food,
 - (i) which is unsafe or unhygienic; or
 - (ii) which is misbranded or sub-standard or contains extraneous matter; or
 - (iii) for which a license is required, except in accordance with the conditions of the license; or
 - (iv) which is for the time being prohibited by the Food Authority or the Central Government or the State Government in the interest of public health; or
 - (v) in contravention of any other provisions of FSSI Act 2006 or of any rule or regulations made there under.
13. The Principal KV, Sidhi, before awarding the contract may call for samples for demonstration and the contractor shall be liable to supply to samples or give the demonstrations free of cost.
14. The Principal KV Sidhi /Hostel Warden/ Committee shall have the right to check the quality of food articles and vegetables from time to time. The contractor shall adhere to the directions of the Principal KV Sidhi/committee/SAI and KVS officials with respect to quality of food and other directions as may be issued from time to time to maintain the quality as per standards.

3(c) Fuel/(गैस चूल्हा, भट्टी इत्यादि) to be used while cooking the meal

1. It shall be the sole responsibility of the contractor to arrange and use commercial gas cylinders and get the refills from the gas agency in time to run the mess on his/her own cost/expense.
2. Any fluctuations in the gas price must be absorbed by the contractor only.
3. Gas Chula (गैस चूल्हा), Bhatti (भट्टी) etc. shall be arranged by the contractor at its own cost and expense.
4. The contractor shall **not be allowed** to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer/grinder, oven and other equipment for cutting/grilling vegetables etc.
5. KV Sidhi shall neither arrange any fuel/ gas cylinder/gas connection, gas Chula/bhatti etc. nor pay any cost of it/ nor the cost of its transportation and shall not be liable to it in any manner.

3(d) Utensils & equipments used while cooking the meal

1. KV Sidhi will provide mess premises comprising cooking and dining halls, electricity, and tap water.
2. The Contractor shall arrange and use his own utensils, crockery, cutlery etc., of good quality for cooking and Serving including the plates (भोजनथाल), cups, water glass, katoris, spoons, forks etc to be used by hostlers for in taking meal on each time.
3. The serviceability of the utensils, furniture, appliances, and kitchen equipment shall be done and ensured by the contractor at his own cost and expense.
4. The replacement of electrical items/fixtures such as bulbs, tubes etc. would be made by the contractor in case of damage caused during his occupancy.
5. All items/fixtures and furniture provided by KV Sidhi shall be counted once in a month in the presence of hostel warden /Committee and the contractor will be responsible for the loss/damage of any items and make up for the loss if found in shortage/damaged condition by replacing/ repairing with the same quality and quantity as provided to the agency.

3(e) Potable Water to be used in Mess

1. Normally tap water shall be provided in the mess premises free of cost through available water supply mechanism in the KV Sidhi but in the case of any disturbance in water supply mechanism or in case of scarcity or non availability of water, contractor shall arrange water from some other place at his own cost and expense.
2. The contractor shall be responsible for providing potable water (meeting standard requirement) for
 - (i) Cooking and drinking purpose
 - (ii) Utensils and equipment cleaning facility
 - (iii) Raw food material washing facility

3(f) Ration Size

1. Ration size per day per athlete sanctioned by the Department of Sports Nutrition, Sports Science Centre, SAI is mentioned in table-2 in section –V of this tender document.
2. The quantities mentioned in the above Ration size are those of raw eatable food.
3. The above Ration size may vary depending on sport and training schedule within the approved cost as per the discretion of SAI coaches and with the approval of Principal KV Sidhi/committee
4. The contractor shall be responsible to purchase these food commodities/items of the above mentioned Ration and of the suggestive brands only from the established shops/departmental stores at its own cost and expense and shall prepare safe and hygienic meal in the sports hostel mess by using fuel and manpower etc. at its own expense and strictly as per the prescribed menu and shall serve the prepared meal to the hostel inmates as per the schedule and scheduled time.
5. Change in the Ration size as per the without permission of the Principal KV Sidhi/committee would result in a fine on the contractor as mentioned in the penalty clause.

3(g) Menu

1. Tentative Menu per athlete per day as per the sanctioned Ration size is given in table-3 in section –V of this tender document.
2. This menu is tentative and can be restructured by the SAI coaches, within the approved cost.
3. The quantities mentioned in the above Menu/Ration size are those of raw eatable food.
4. The above Ration size may vary depending on sport and training schedule within the approved cost.
5. For any special events/occasion such as sports meet, Festivals etc. menu may be different or in addition to the normal notified menu, which shall be mutually decided by the contractor and committee .
6. The Principal KV Sidhi/committee reserves the right, in order to provide the variety, to make any variations in the food items/quantities specified in the menu within the approved cost.
7. It shall be the sole responsibility of contractor to abide by the prescribed menu and provide the freshly prepared safe and hygienic meal strictly as per the schedule. Change in the menu without permission of the Principal KV Sidhi/committee would result in a fine on the contractor as mentioned in the penalty clause.

3(h) Food Safety & Hygiene

1. The contractor shall be responsible for the overall cleanliness of the Mess building, surrounding, kitchen, store; wash and food service area.
2. The Contractor should adopt modern and hygienic kitchen practices. The Contractor should ensure that tables (and not floor) should be used for kitchen work.
3. Food contact areas used for pre and post food preparations must be cleaned thoroughly to avoid cross-contamination as per FSSAI standards. The contractor shall also ensure the temperature of the food as per FSSAI standards.
4. Table linen and frills must be arranged by the contractor and ensure clean, neat and hygiene.
5. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
6. The meal is to be served on counter/buffet. However, water and chapatti will be placed in a designated area.
7. The used plates/glasses etc will be taken away from the demarked area in/near the dining hall manually or with the use of trolleys to the dish wash area.

3(i) Action on use of substandard raw material/ partially cooked food etc.

The contractor shall be solely responsible in case of incidence(s) of partially cooked food, foreign particles/ stones found in food, using sub-standard raw materials and or adulterant, unhygienic cooking conditions, food poisoning, etc and shall bear the complete expenditure arising out of this for medical treatment, claim, if any etc of the hostel inmates. In addition, the penalty may be imposed on the contractor as decided by the Principal KV Sidhi for such incidence(s) including cancellation of contract.

3(j) Food for sick hostler Boys/Girls

1. The Contractor shall provide food to the sick hostler Boy(s)/Girl(s) during his/their sickness period and no extra charge will be paid for the same. The food will be recommended by the Nutritionist on Doctor's advice.
2. The contractor shall be informed of sick meals well in time prior to meal preparation time.

3(k) Maintenance & safety of utensils, equipments and other items used in the Mess

1. It shall be the sole responsibility of the contractor to ensure the maintenance/service and safety of utensils, equipments and other items being used for the catering services Mess.
2. KV Sidhi shall not be liable to it in any manner.

3(l) Cleanliness in Mess

1. The contractor shall ensure that water cooler and water purifier are being cleaned and maintained regularly. Water dispenser must be cleaned by the contractor every day.
2. Dining and kitchen hall should be mopped, after each meal by the contractor. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped daily and will be disinfected once in a week or as and when required.
3. Any laxity in the cleaning of Mess building, surrounding, kitchen, store; wash and food service area will attract severe penalty as decided by the Principal KV Sidhi.
4. After each meal (Bed tea, Breakfast, Lunch, Evening tea, Evening Snacks/Pre, During & Post Training meal and Dinner) all the plates (भोजनथाल), cups, katoris, water glass, spoons, forks, knives etc., used by the hostlers in taking the meal shall be cleaned with hot water using detergent powder/soap solution after every meal, dried and kept ready for next meal.
5. All the vessels used for cooking also should be washed with hot water using detergent/soap solution and only then should be made available for use for the next meal.
6. **Complaints of un-clean serving plates (भोजनथाल)/cutlery/utensils in a day will lead to a penalty.**
7. Hand towels/napkins, soap oil dispensers at dining hall and mess area shall be provided by the contractor at his own expense. The towels have to be changed for each meal service and the soap oil should be refilled, more frequently.
8. Monthly fumigation of Kitchen / Dining area and maintenance of exhaust fans should be done.
9. The doors and windows, grills of the mess area shall be cleaned daily. The responsibility of cleaning the Mess premises, daily/routine including fans, glass panes, walls, etc. will be the sole responsibility of the contractor.

3(m) Cleaning Material

1. The Contractor shall be responsible for providing cleaning material of first-class quality with ISI standards to its workers for the cleaning kitchen, wash area, dining hall, service area and storage area at his own cost and expense.
2. The quality of the cleaning material (detergent/ soap/ hand wash/ hand towel etc...) will be approved by the Principal KV Sidhi/Hostel Warden/committee.
3. The quantity of the cleaning chemicals shall be adequate; the chemicals, sanitizers and other cleaning compounds shall be used depending upon the nature of the surface to be applied.

3(n) Health & hygiene of personnel deployed in the Mess

1. The contractor shall ensure that the personnel deployed in the Mess are having good health and maintain personal hygiene and are not suffering from any infectious disease.
2. Deployment of any personnel suffering from any infectious disease shall be strictly prohibited and if any such personnel is deployed by the contractor penalty shall be imposed as deemed to be fit.

3(o) Waste Disposal

1. The contractor will ensure that the waste material and unused/leftover food from mess shall be removed from mess and KV Sidhi premises every day and should be disposed off to the nearest dustbin placed by the area municipal corporation.
2. The contractor shall ensure that solid waste materials are not dumped into the drains. All such wastes must be removed from the utensils prior to washing.
3. Safe disposal of all the bio-waste and non bio-waste in separate bins will also be the sole responsibility of the contractor.
4. The contractor will also ensure that stray cattle, such as pigs, dogs, cows, birds etc do not consume any food within the KV Sidhi premises.

3(p) Supply/Procurement of raw food commodities/ items and its Transportation to the mess

1. The Contractor shall make his own arrangements for supply/ procurement and transportation of raw food materials and prepared foodstuff to the mess at his own cost and expense. KV Sidhi shall not be liable to it in any manner.
2. The contractor shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own suitable conveyance at his own cost and for satisfactory and timely service.
3. The Contractor shall use only FSSAI/Food Department approved branded and or best quality raw materials for preparing the food. Brands, for the sake of illustration, of certain mess items are given in Table –I in the section-V of this tender document.
4. The Contractor shall not use any trans fat while preparing the food items.
5. The contractor may use any other approved brands only if permitted by the Principal KV Sidhi/committee, in writing. In such case, the contractor will submit two or three reputed brands for each grocery item and the Principal KV Sidhi/ committee will select the brands for cooking.
6. The Principal KV Sidhi/Committee reserves the right to check all materials brought to the mess as well as cooking practices. In the event of quality of the food served to be poor or not adhering to contractual conditions, the Principal KV Sidhi/ committee will be at liberty to impose a monetary fine on the contractor as mentioned in the penalty clause in this tender document or as deemed fit . Such fines imposed will be adjusted against the payments due to the contractor .
7. Inferior ingredients, if any, found are liable to be removed from the premises of the Mess immediately at the contractor's risk and cost.
8. The Contractor shall ensure that the procurement of all food commodities/items, ingredients shall be made from established departmental store/ supermarket or kirana shop known for the best quality
9. मिलावटी अथवा नकली खाद्य सामग्री का इस्तेमाल करते पाये जाने पर 50,000/-तक का जुर्माना किया जा सकता है तथा कंपनी/ फर्म/ एजेंसी को blacklisted करते हुए बिना किसी नोटिस के तत्काल कांट्रैक्ट रद्द कर दिया जाएगा।

3(q) Management and up keeping of stores

1. It will be the responsibility of the contractor to ensure that store is being properly managed and kept neat and clean free from rats and other insects.
2. Consumable items for not more than 15 days should be kept in the store.
3. Principal KV Sidhi/ committee shall have the right to inspect the store at any time. Penalty as per the penalty clause in this Tender document may be imposed, if stores are not being properly maintained

3(r) Quoted Price

1. The Bidder shall quote rates of meal of per day per Boy/Girl as per the prescribed menu attached (as per menu in table-3 and as per Ration size in table-2) inclusive of cost of all raw food commodities/ items and **all** profit and administrative & service charges, levied taxes from time to time etc., in the attached format for quotation in the Financial Bid in a well sealed separate envelope.
2. The rates should be F.O.R. Kendriya Vidyalaya Sidhi. KV Sidhi shall not be liable to pay any tax, freight etc. which has not been expressly stipulated in the quotation in the event of acceptance of the quotation.
3. The rate quoted shall be fixed for the duration of the contract and shall not be subject to any adjustment except the statutory provisions, if amended.
4. Although all rates and Ration/menu will remain the same during the period of contract, however it is also subject to revision as per the decision of SAI/ KVS/KV Sidhi.
5. No request from the contractor to revise Ration/ Ration Rates/Menu Rates & Menu will be entertained during the currency of the contract.

3(s) Attendance

It will be the responsibility of the contractor to ensure that Daily attendance of hostlers taking meal in the mess is being taken on every day, duly verified by the hostel warden and submit it daily to the Principal KV Sidhi/ committee.

3(t) Complaint and suggestion register

1. A Complaint and suggestion register shall be compulsorily kept by the contractor in the sports hostel mess at his own expense.
2. The Principal KV Sidhi reserves the right to impose a penalty as deemed fit on the contractor including cancellation of contract, in case of failure on the part of contractor to immediate sort-out the complaints received related to meal and food commodities/items.
3. Principal KV Sidhi द्वारा अधिकृत Sports Hostel Committee के सदस्यों द्वारा भोजन की गुणवत्ता के निरीक्षण के दौरान, मैसे में कार्यरत किसी कर्मचारी के द्वारा यदि किसी प्रकार की वदसलूकी अथवा अभद्रता की जाती है अथवा भोजन की गुणवत्ता की जाँच करने से रोका जाता है तो ऐसी स्थिति में Principal KV Sidhi के पास कांट्रैक्ट रद्द करने का सर्वाधिकार सुरक्षित रहेगा तथा बिना किसी नोटिस के कांट्रैक्ट रद्द किया जा सकेगा।
4. Contractor shall be bound to follow instructions given by the Principal KV Sidhi/ Sports Hostel Committee authorized by the Principal KV Sidhi for supervision of food arrangements in the mess.

3(u) Other general terms and conditions

1. The contractor shall submit the bill/invoice to the office of the Kendriya Vidyalaya, Sidhi with all the required relevant documents by the **5th of every succeeding month** after ensuring the payments of wages and all other statutory liabilities to the persons deployed by him/her for catering services in the Sports Hostel mess.
2. The contractor shall be solely responsible to make payment of wages to the personnel deployed by him/her in the sports hostel mess, which should **Not be less than** the minimum wages (**not below minimum wages as per Government of Madhya Pradesh/ Govt. of India as per latest notification whichever is higher**) and will include such other benefits as may be available to its employees under the relevant Acts, Rules and Regulations applicable in the state by meeting all statutory obligations.
3. It is to be made very clear that **“No payment or honorarium what so ever shall be paid by the Kendriya Vidyalaya Sidhi to the persons deployed by the contractor in the sports hostel mess and Kendriya Vidyalaya Sidhi shall not entertain any such claim/complaint and shall not be liable to it in any manner”**.
4. The contractor shall make payment of wages to the personnel deployed by him/her in the sports hostel mess, by the stipulated date (i.e, up to **5th of every succeeding month**) irrespective of any delay in the settlement of its bill by the KV Sidhi for whatever reason.
5. Payment to the contractor shall be made on the basis of daily attendance of hostler Boys /Girls taking meal in the mess during the complete calendar month and shall be released within **15 working days** from the date of the receipt of the invoice/bill.
6. In case of non availability of funds, from SAI, payment to the contractor shall be released only when funds are obtained from SAI as early as possible. In such a situation any kind of compensation or interest shall **not be paid** by the KV Sidhi to the contractor engaged for the purpose.
7. KV Sidhi shall disburse the payment through RTGS/NEFT/Bank transfer in favour of the company/Firm/ Agency engaged for the purpose in the Sports Hostel mess and not in the name of contractor.
8. Advance payment shall not be made in any circumstance to the company/Firm/ Agency engaged for the purpose in the Sports Hostel mess.
9. TDS shall be deducted as per Income Tax rules and regulations on all payments to be done to the company/Firm/ Agency engaged for the purpose in the Sports Hostel mess.
10. The contractor shall be solely responsible to follow all the COVID-19 related guidelines strictly issued by Central Govt./ State Govt./Local administration/ KVS time to time at own expenditure.

11. The contractor shall be solely responsible for compliance with the provisions of various labour and industrial laws, meeting all statutory obligations in all the matters related to the personnel deployed by him/her in Sports Hostel mess. KV Sidhi **shall not be liable** to bear any expense in this regard.
12. The contractor solely shall be responsible for the insurance and accident risks of its personnel and shall take all precautionary measures to ensure their safety. KV Sidhi shall **not be** responsible in case of any eventuality and **shall not entertain** any such Claim/complaint and shall **not be liable** to it in any manner.
13. The contractor will ensure that proper licence/permission from the concerned authorities, wherever applicable, as per existing rules and regulations for meeting all statutory obligations are to be obtained promptly.
14. Whenever required, the contractor shall be liable to submit proof of EPF and ESIC or any other statutory liabilities paid to the personnel deployed by him/her in the Sports Hostel mess.
15. It shall be the duty of the contractor to clearly inform his own personnel that they shall have no claim whatsoever against KV Sidhi and they shall not raise any industrial dispute, either directly and/ or indirectly, with or against KV Sidhi in respect of any of their service conditions or otherwise. There shall be no employer-employee relation between the personnel so deployed and KV Sidhi.
16. In case of any labour problems related to the persons deployed in the sports hostel mess by the contractor, the same shall be settled at the contractor's end only.
17. The Kendriya Vidyalaya Sidhi on its part **shall not be liable to pay** any charges, dues, compensation, claim under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the full responsibility of the contractor only who shall be the employer of such personnel.
18. The contractor shall deploy the trained persons in Sports Hostel mess after their police verification at his/her own cost and expenses and shall also be responsible for their conduct, discipline and work. Contractor shall be liable to submit copy of police verification before the deployment of its personnel.
19. The contractor shall **not engage any child labour** in any circumstance in the Sports Hostel mess.
20. The persons deployed in Sports Hostel mess should be well mannered, courteous, polite, honest and shall not disturb the employees/ students of the KV Sidhi or shall not make any sort of noise in the KV campus.
21. The persons deployed in the Sports Hostel mess shall have good moral character and shall not enter into any unlawful activity. They shall not smoke or consume tobacco products or gutka or liquor and should not play cards, etc. in the KV Sidhi premises including mess.
22. The contractor shall deploy trained personnel in the Sports Hostel mess who are below the age of 60 years, physically fit and mentally alert. Contractor shall also ensure that the personnel to be deployed are free from any infectious disease. Certificate of the same from the doctor should be submitted to the office of the KV Sidhi.
23. KV Sidhi **shall not provide** any accommodation or living facilities to the personnel deployed in the Sports Hostel mess and contractor shall not be allowed to permit Mess Area or any portion thereof to be used for residential purposes by any of its employees.
24. The contractor shall not be allowed for any construction temporary or permanent or any structural alteration or additional fitting inside the mess or any premises of the work place.
25. No name plate/board of contractor shall be allowed in mess or at any other place in the KV Sidhi campus.
26. The contractor shall be responsible to provide to their personnel impressive summer uniform as well as winter uniform with insignia. The incidentals, such as, belt, shoes, socks, caps etc. shall also be borne/ supplied by the contractor at its own cost.
27. Contractor shall also provide Identity card to its personnel deployed as per the format suggested by the Indenting Office, valid for the period of contract only.
28. It shall be responsibility of the contractor that if a person deployed in the Sports Hostel mess is on leave or falls sick, he/she must deploy another person immediately so that there should not be any delay or inconvenience in getting the meal by hostlers.

29. If any person engaged in the catering service is to be changed for any reason whatsoever it may be, it shall be the responsibility of the contractor to provide the police verification, aadhar card and other identity proof of that employee to the office of KV Sidhi immediately.
30. In case of any loss, theft/sabotage caused by/attributionable to the persons deployed in the Sports Hostel mess, the Principal KV Sidhi shall reserves the right to claim and recover damages from the contractor engaged for the purpose.
31. The Principal KV Sidhi shall reserves the right to impose cash penalty on the contractor or deduct such amount from its security deposit, in case, KV Sidhi is put to any financial loss directly or indirectly by any act of omission or commission on the part of any of the personnel deployed by him/her in the mess .
32. The Principal KV Sidhi shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
33. The Principal KV Sidhi reserves the right to direct the contractor to remove/change any of the persons deployed by him/her without assigning any reason and also reserves the right to order to any of these persons to leave the KV Sidhi premises without assigning any reason, if his/her presence at any time is felt undesirable.
34. The contractor shall **not be allowed** to engage any sub-contractor or transfer contract to any other person/firm.
35. The contractor shall have to execute an agreement/contract on a non-judicial stamp paper of Rs. 100/- at its own cost and expense with the Kendriya Vidyalaya, Sidhi, as per the Model Contract with terms & conditions enclosed for ready reference. The scope of work and related terms and conditions read with other general terms and conditions and all the provisions under any note in all the sections specified in the Bid document and accepted bid will also form the part of the Model Agreement.
36. The contract shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, Kendriya Vidyalaya Sidhi (M.P), but not more than one year without any change in terms & conditions.
37. During execution of the contract, the Principal Kendriya Vidyalaya, Sidhi reserves the right to increase or decrease, the quantity of items/service mentioned in the Tender document as per actual requirement without any change in the unit price and other terms & conditions quoted in the bid by the bidder.
38. The Principal KV Sidhi reserves the right to terminate the contract at any time without giving any prior notice on the recommendations of the Hostel Committee authorized for supervision of arrangement of food in the mess, if it is found that
 - (i) the quality of the food is below standard or food is unhealthy or unhygienic or unsafe, and or
 - (ii) performance is not satisfactory or service is not proper and or
 - (iii) non-compliance and non-fulfillment of any of the contractual obligations/ statutory obligations, and or
 - (iv) any dispute whatsoever/labour dispute/emergency condition, and or
 - (v) for any other reasons as deemed fit
39. The Principal KV Sidhi reserves the right to disqualify the bidder for a suitable period or impose a penalty as deemed fit if the bidder fails to provide the services in time.
40. Failure of the successful Bidder in providing Performance Security and/or Failure to comply with the requirement of signing an agreement with the Kendriya Vidyalaya, Sidhi (M.P) and/ or returning contract copy duly signed shall make sufficient ground for termination of the contract/award and forfeiture of bid security and, also, for further administrative actions as deemed fit by the Principal KV, Sidhi.
41. The Principal Kendriya Vidyalaya, Sidhi (M.P) (1st Party) shall be at liberty to terminate the contract at any time without assigning any reason. The Service provider/ Contractor (2nd Party), if so desires, may terminate the Contract by giving one month's notice. No claims for compensation of loss/revenues due to such decision whatsoever shall be entertained by the Kendriya Vidyalaya Sidhi.
42. The contractor shall be liable to vacate the premises with all fixtures, furniture, equipments etc which are the properties of KV Sidhi in good condition immediately after the expiry or termination of contract.

43. All the provisions mentioned in the section scope of work and related terms and conditions read out with other general terms and conditions and all the provisions under any note/headline/subheading in all the sections shall be a part of terms and conditions of the contract and any other provision which is not mentioned in this Tender document may be incorporated in the contract by the Principal KV Sidhi. The same shall also be binding on the contractor.
44. The Principal KV Sidhi does not bind himself to accept the lowest Bid/quotation and reserves the right to accept the Bid/quotation in whole or in part i.e. with respect to all the food commodities mentioned in the attached statement or in respect of any one or more than one article specified in the attached statement as he may decide.
45. **The Principal Kendriya Vidyalaya Sidhi (M.P) reserves the right to accept any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder (s).**
46. In case of dispute of any kind, the contractor shall abide by the decision of the Principal/Committee of the KV, Sidhi. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be Sidhi only. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at Sidhi only.

47. PENALTY CLAUSE

Penalty will be levied on the service provider/Contractor, for any of the following complaint/ violation of terms & conditions of the contract in the following manner: **(Amount in Rs.)**

Sl. No.	Violation of the following	Penal amount per month (₹)—			Remarks
		First instance	Second instance	Third instance	
01	Improper cleanliness of the utensils or kitchen/ mess & its surroundings	1000/-	2000/-	2000/-	On each occasion
02	Failure to maintain and upkeep the stores	1000/-	2000/-	2000/-	On each occasion
03	Failure to supply the food on time	1000/-	2000/-	2000/-	For per hour delay.
04	Not listening the complaint of students/ Misbehavior of any employee towards any complaint	1000/-	2000/-	2000/-	On each occasion
05	Fruits/Vegetables are found rotten/ complaints of pebble/stones/insect/ hair/ strings/ cloth/soft plastic in the food	1000/-	2000/-	2000/-	For each complaint.
06	Change of menu / use of brands not mentioned in the tender document without proper permission	2000/-	5000/-	5000/-	For each violation.
07	Using banned items such as Aji-no-moto, colouring items etc	5000/-	5000/-	5000/-	For each occasion.
08	Failure to supply food in terms of quantity & quality as per the menu	2000/-	5000/-	5000/-	On each occasion.
09	Non compliance of any other terms & conditions	5000/-	5000/-	10000/-	For each violation.
10	Adulteration in the food items	50,000/- and cancellation of contract immediately			

The Contractor agrees and acknowledges that the above referred penalty is reasonable in nature and the contractor agrees to abide by the same. In the event of recurring circumstances of above referred lapses, besides Penalty, KV Sidhi shall be entitled to terminate the contract with immediate notice without any liability whatsoever.

SECTION – IV

(Bidding Procedure)

1. It is proposed to have a **Two Bid System** in this tender, i.e, Technical Bid and Financial Bid.

(A) Technical Bid :

The bidder should provide all the required details of the company/ Firm/Agency in the Technical Bid proforma along with all the required documents and should be sealed in an envelope marked as “ TECHNICAL BID” and addressed to the Principal, Kendriya Vidyalaya, Sidhi (M.P)-486661.

Technical Bid should contain the following-

1. Covering letter for Technical Bid : **Annexure: I [Part-(i)]**
2. Declaration by the Firm/agency : **Annexure: I [Part-(ii)]**
3. Certificate of Non-Blacklisting : **Annexure: I [Part-(iii)]**
4. Duly filled proforma for Technical Bid : **Annexure: I [Part-(iv)]**
5. Checklist of documents to be submitted in Technical Bid (Sports Hostel Mess) : **Annexure: II**
6. Letter of authorization for attending bid opening meeting : **Annexure: III**
7. Duly signed (signature with the seal of the company/ Firm/Agency of authorized signatory on each page of this Tender document including annexure as a token of acceptance of all Terms & Conditions of the tender.
8. Attested photocopies marked with seal and signature of all the relevant documents required
9. Demand draft of required amount as the cost of tender documents (non refundable)
10. Demand draft of required amount in the form of EMD (refundable without interest)

Note:-

1. All pages of the Bid document should be numbered, indexed, duly signed and stamped.
2. **Please note that the prices should not be quoted in the Technical Bid.**
3. Technical Bids received without the required cost of tender documents and or without required EMD or not fulfilling the prescribed criteria, or not submitted in the prescribed format shall be summarily rejected and the decision of **Principal/ Committee, KV, Sidhi** shall be final and binding and No further correspondence by the bidders for any clarification shall be entertained after the last date of submission of Bids in this regard.
4. **Financial Bids of those bidders shall be opened whose Technical Bids are found correct and complete in all respects and satisfy the laid down conditions.**

(B) Financial Bid :

The bidder should submit the Financial Bid in the prescribed proforma for it, in a separate sealed envelope Marked as “ FINANCIAL BID” and addressed to the Principal, Kendriya Vidyalaya, Sidhi (M.P)-486661, along with covering letter for submission of Financial Bid given at Annexure –VII.

Financial Bid should contain the following two papers only-

1. Covering letter for Financial Bid : **Annexure: IV**
2. Duly filled format of Financial Bid for quotation : **Annexure: V**

Note: -

1. **Please note that no document should be kept along with the financial bid other than covering letter.**
2. **Financial Bids submitted in the format other than the prescribed format shall be summarily rejected and no correspondence whatsoever shall be entertained in this regard.**
3. The authorized signatory of the bidder must sign the bid with date, duly stamped at appropriate place.
4. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
5. It is the responsibility of Bidder to go through the Bidding Document before quoting the rates.
6. Both the sealed envelopes of Technical Bid and Financial Bid must be put in a single another sealed envelope and should be marked as “ **Bids for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/ items)**” and addressed to the Principal, Kendriya Vidyalaya, Sidhi (M.P)-486661.
7. A Tender opening Committee shall open the Technical Bids first on **22/04/2022 at 1.00 PM**. Financial Bids of only those bidders who qualify in the technical bids will be opened thereafter.

2. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, KV, Sidhi (M.P) may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the KV Sidhi, the bid validity shall automatically be extended up to the next working day.

3. Cost of Tender form/documents

- (i) The Bidder should furnish a separate Demand Draft of Rs. 500/- (Rs. Five Hundred only) **(non refundable)** as the cost of Tender document/form in favour of
 "SPORTS HOSTEL KENDRIYA VIDYALAYA SIDHI" payable at UNION BANK OF INDIA, SIDHI
- (ii) This Demand Draft should be submitted with Technical Bid.

4. Earnest Money Deposit (EMD)/ Bid Security

- (i) The Bidder shall furnish another separate Demand Draft of **Rs. 40,000/- (Rs. Forty Thousand only)** (Refundable without interest) as Bid security/Earnest Money Deposit (EMD) in favour of
 "SPORTS HOSTEL KENDRIYA VIDYALAYA SIDHI" payable at UNION BANK OF INDIA, SIDHI,
- (ii) This Demand Draft should also be submitted with Technical Bid.
- (iii) In case, as per notification of Government of India, the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- (iv) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid and shall be valid for 225 days from the date of opening of the Bid.
- (v) The Earnest Money Deposit (EMD) shall be returned (without any interest) to the unsuccessful bidders after the award of the contract.
- (vi) The Bid Security (EMD) is required to protect the Kendriya Vidyalaya, Sidhi (M.P) against the risk of the bidder's unwarranted conduct. Earnest Money Deposit of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged in any manner.
- (vii) The successful bidder's earnest money will be forfeited without prejudice to other rights of KV Sidhi, if it fails to furnish the required performance security within the specified period or/ and fails to sign the contract / agreement within the period as specified by KV Sidhi in the Letter of Award (LoA).

Note :-

1. Non submission of Bid Security/Tender cost of the amount as required and as in the form of separate Demand Drafts will be considered as major deviation and Bid shall be summarily rejected.
2. Bid security (EMD) shall be returned (without any interest) to the unsuccessful bidders after the award of the contract and not before that, on their written request either by hand or by registered post/speed post.

5. Performance Security/security Deposit

- (i) The successful Bidder shall mandatorily furnish **Performance Security** in the form of Demand Draft for an amount of **10% of Annual charges** valid for fourteen months **from the date of award of the contract**. The Performance security shall be submitted **within 10 days** from the date of Notification of Award.
- (ii) The Earnest Money Deposit (EMD) shall be returned only after the Performance security is submitted by the successful Bidder.

6. ELIGIBILITY CRITERIA FOR TECHNICAL BID TO BE EVALUATED

The bidder must satisfy the following eligibility criteria so that their Technical Bid can be evaluated

S.N.	Description	Required Document
1	The bidder should be a company/firm/Agency/sole Proprietor/partnership registered anywhere in India and should be in existence on the Bid submission date.	Attested copy of certificate of Registration of establishment
2	The bidder should have a valid license to operate catering service	Attested copy of valid license
3	FSSAI certificate (Issued by Central/ State Government)	Attested copy of proper FSSAI certificate
4	GST registration of the company/Firm/Agency	Attested copy of certificate of Registration of GST
5	Two separate Demand drafts of required amounts as the cost of tender Document & EMD	Two separate Demand drafts of required amounts, one for the cost of tender Document and another for the Bid Security(EMD)
6	PAN No. and Current IT clearance certificate	Attested copy of PAN No. and copy of last assessment order/ copy of IT return/ Current IT clearance certificate
7	Basic details of Bank Account of the company/Firm/Agency	Attested copy of the first page of passbook of Bank Account of the company/Firm/Agency
8	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/ reputed private institutions for the last three years.	Self -declaration of not being debarred/ non-blacklisting in the given format
9	Signature of authorized person with date and seal/stamp of the company/firm/Agency on each page of tender document.	Authorized person must sign with date and seal/stamp of the company/firm/Agency on each page of tender document as well as on Annexure as a token of acceptance of all the terms and conditions.
10*	Bidder should have an annual average turnover of Rs. 5 Lakh or more in the last financial year i.e, 2020-2021.	Audited Balance Sheet/Profit and loss Account Statement for last financial year i.e, 2020-2021
11*	Experience of catering contracts of similar nature in any government/ reputed private student hostel mess for a period of one year during last three years	Attested copy of work order with completion certificate /experience certificate (Work order /experience certificate should be of providing catering services in any Government/CBSE school student hostel mess otherwise it shall be counted as zero experience)

Important Note :

- उक्त सभी शर्तों को पूर्ण करना आवश्यक है। उक्त सभी/ कुछ शर्तों में विद्यालय के प्राचार्य/ कमेटी के द्वारा छूट प्रदान की जा सकती है।
- * Company/Firms/ agency does not fulfilling the criteria 10 and 11, i.e, not having annual average turnover of Rs. 5 Lakh or more/ and or not having the required experience of running hostel mess or having zero experience shall not be disqualified in Technical Bid, if it is found otherwise eligible.
- Separate license to operate catering services will not be required, if it is mentioned in FSSAI certificate. All bidders with FSSAI certificates (Caterers/ restaurant /food business operator etc.) and having FSSAI certificate of any value will be allowed in Technical Bid, if found otherwise eligible.
- The successful bidder shall furnish valid labour license, and any other document such as EPF/ESIC registration etc., wherever applicable, as per existing rules and regulations for meeting all statutory obligations for the proposed scope of work and site within 15 days extendable for another 15 days from the date of the receipt of Letter of Award failing which KV Sidhi reserves the right to cancel the contract with forfeiture of bid security.

7. Evaluation of Bid :

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed with date and sealed/stamped, and conform to the terms & conditions in the following manner:

(a) The bid will be treated as non-responsive, if following documents are not attached :-

1. Attested copy of registration of establishment of the Firm/Agency.
2. Attested copy of valid license to operate catering services.
3. Attested copy of FSSAI Certificate from Central/state Government
4. Attested copy of proof of GST registration.
5. Demand draft of required amount as the cost of tender Document
6. Demand draft of required amount as the Bid security (EMD)
7. Attested copy of PAN No. and copy of last assessment order/ copy of IT return/ Current IT clearance certificate.
8. Attested copy of first page of Bank Passbook of the account of the company/Firm/ Agency
9. Self-certified certificate that the bidding Firm/Agency **has not been blacklisted** by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.
10. Signature of authorized person with seal/stamp of the company/ firm/Agency on each page of tender document as well as on Annexure as a token of acceptance of all the terms and conditions.
11. Attested Audited Balance sheet & profit and loss account of last financial year (2020-2021)
12. Brief profile of the Firm/ Agency and evidence to establish that the bidder has successfully executed contracts of similar nature for any period in the last three years.
13. The company/firm/agency should have at least 05 personnel including supervisors on their regular rolls, a self certified certificate/ proof of which is required to be produced.
14. Attested copy of current wage rate circular issued by the competent authority.

(b) Bid will be treated non responsive if the attached documents are not legible, invalid or tempered or forged in any way and will be summarily rejected.

Important Note :

1. उक्त सभी शर्तों को पूर्ण करना आवश्यक है। उक्त सभी/ कुछ शर्तों में विद्यालय के प्राचार्य/ कमेटी के द्वारा छूट प्रदान की जा सकती है।

8. Selection Criteria :

1. The Principal KV Sidhi reserves the right to accept or reject any or all Bids or cancel the Bidding process at any time without assigning any reasons prior to award the contract.
2. The Principal KV Sidhi also reserves the right to reject any bid (including the lowest one) which in his opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices such as information/ certificates furnished are incorrect / False/ wrong or bogus; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per eligibility criteria for Technical Bid to be evaluated mentioned in the Tender document read with the important note written together with the eligibility criteria.
4. Technical bids of only those bidders shall be opened who have submitted required Tender cost and EMD.
5. No bidding company/firm/ agency will be allowed to withdraw its bids. If any company/firm/agency intends to withdraw after opening of Technical Bids, it's Bid security (EMD) will be forfeited.
6. **If the Technical Bid is not qualified, Bid shall be summarily rejected and its financial bid shall not be opened.**
7. **Financial bid of only those bidders shall be opened, who qualify in the Technical Bid.**

8. The successful bidder will be the one who emerges L1 out of responsive bids after opening of Financial Bids. Basis of ranking will be the least cost, which would be total rate quoted for the whole day meal per Boy/Girl in the Financial Bid.
9. In case, the two or more firms offer the same rates, the firm having longest period of experience of providing catering services of similar nature in student hostel in any Kendriya Vidyalaya/Government or in reputed private school hostel shall be given preference. Even if it becomes a tie again in the rates quoted successful bidders will be the one whose average turnover during the last financial year i.e, 2020-2021, is higher than the other competitor (s).

9. Award of Contract & Duration of Contract:

1. The Principal KV Sidhi will award the contract to the bidder who emerges L1 out of responsive bids after opening of Financial Bids. But mere lowest price will not confer any right for awarding the contract. In case, if lowest price is above ceiling limit of price given by SAI for whole day meal per student, contract will not be awarded to any firm including L 1 firm and in such a case negotiations with firms may be done and contract may be or may not be awarded on the negotiated price based on the recommendation of the committee.
2. The indenter, prior to the expiration of the Bid validity period, will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
3. Duration of contract will be one year from the date of award of contract which can be extended for one more year with the consent of both the parties and will be based on outstanding performance of the work done during last year by the contractor as per KVS accounts code.

10. Cancellation/Rejection of award of contract on corrupt or fraudulent practices

1. It is required by all concerned Bidders to observe the highest standard of ethics during the entire bidding process of procurement of required catering services and execution of such contracts.
In pursuance of this policy, the KV Sidhi:
 - (i) shall reject a proposal for award, if it determines that, the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - (ii) shall declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the KV Sidhi, if it at any time determines that ,the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
 - (iii) The KV Sidhi reserves the right **not to conclude the contract** and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

11. Submission of Bids and Last date of receipt of Bids

1. Sealed Bids can be submitted through **Registered/Speed Post only** super scribed on the envelopes "**Bids for operating Sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items)**" **on or before 21.04.2022 by 05.00 PM** along with attested copies of necessary documents, required Tender cost and required EMD, addressed to the Principal, Kendriya Vidyalaya, Sidhi (M.P.)-486661.
2. In case, If the last date of submission of tenders happens to be declared Holiday, then the Bids will be submitted on the next working day. Other terms & conditions and time schedule will remain unchanged.
3. No tender shall be accepted after stipulated date & time.

12. Date of opening of Bids

1. The tenders will be opened on **22.04.2022 at 1.00 PM** in the office of the Principal Kendriya Vidyalaya, Sidhi (M.P.) 486661, in presence of bidders / authorized representatives.
 - (i) photo copy of Aadhar card/any other identity proof of bidders shall be submitted.
 - (ii) In case of representatives letter of authorization along with identity proof shall be submitted
2. In case, If the last date of opening of tenders happens to be declared Holiday for KV Sidhi, then the tenders will be opened on the next working day. Other terms and conditions and the time schedule will remain unchanged.

This Vidyalaya looks forward to receive the Bid in the format of Bid attached only and appreciate the cooperation of the contractors/service provider in the KVS.

SECTION – V

(Suggested Brands of all major food items, Ration size& Menu)

Table 1: Suggested Brands of all major food items

S.N.	Items	Suggested Brands
1	Tea	Taj Mahal, Brook Bond, Lipton, Tata
2	Coffee	Nescafe, Bru, Green label
3	Biscuits	Parle, Britannia, Marie, nice, Monaco, good day, Krackjack, cream, bourbon
4	Bread	Britannia, Modern, Harvest, Star, Kalory, Kabhib, English oven, Spencer,Wibs
5	Butter	Amul, Britannia, Mother dairy, Saras, Vijaya, Govardhan
6	Jam	Kissan, Maggi, Tops, sil , mapro
7	Honey	Dabur, Zandu, Beez, Patanjali
8	Sugar	Uttam, Madhur, Harvest
9	Eggs	Best quality or sources and variety proposed by the vendor and approved by the committee
10	Corn Flakes/ Cereal Flakes	Mohans, Kellogg's, champion, Heritage
11	Dalia	Ashirvad, Patanjali, Shaktibhog, Aahar, Pillsbury, Ganesh, Annapurna
12	Milk	Saras, Amul, Mother Dairy, Paras, Aavin, Nandini, Vijaya, Ananda pasteurized dairy whole milk
13	Paneer/Cheese	Amul, Saras, Madhur, Mother dairy, Britannia
14	Banana & other Fruits	Fresh and of Ist Quality
15	Fruit Juice	Tropicana , Real, Minute Maid
16	Rice/Poha	India Gate, Dawat, Best, Kohinoor, Dubraj, Basmati (branded), silver star, sonamussorie (kurnool), lalitha, 24LM organic or sources and variety proposed by the vendor and approved by the committee
17	Wheat Flour (Atta)/ Besan/Maida/Suji	Ashirvad,Shaktibhog, Laxmibhog, Aahar, Pillsbury, Wheat Fresh Atta, Farm Fresh, Ganesh, Annapurna, Patanjali
18	Dal/Dalhan	Tata, Harvest, or sources and variety proposed by the vendor and approved by committee/best quality/1st quality
19	Ice-cream	Amul, Mother Dairy, Vadilal, Kwaliti, Havmor
20	Salt	Tata, Annapurna, Everest, Surya, Nature fresh
21	Spices	MDH, Badshah, Everest, Tata, Suruchi, Catch, Satyam, Sona, Bedekar, Sunrise, I.shakti, Ashirwad, Kepra, Eastern, Priya, LG, DL, MTR, Aachi
22	Ketchup	Maggi, Kissan, Heinz, Weikfield, Delmonte
23	Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara, Postman, Ruchi, Ganesh, Priya, Gold drop, Gemini, Avita
24	Ghee	Amul, Mother Dairy, Britannia, Saras, Everyday, Govardhan, Durga, Milk food, Anik, Verka

Table 1: Suggested Brands of all major food items continues

S.N.	Items	Suggested Brands
25	Pickle	Mother's recipe, Priya, Nilons, Pravin, MTR
26	Papad	Lijjat, Bikaji, Ambika, Madhuri
27	Oats	Quaker, Saffola, Baggry's, Kellogs
28	Noodless	Top Ramen, Yippee, Maggi
29	Frozen yoghurt	Mother dairy
30	Soyabeans	Nutrela
31	Mushroom	Best quality
32	Frozen peas	Safal (off season), Al kabeer
33	Vinegar	Weikfield, sil
34	Semiya	Bambino, MTR, Savorit
35	Raisins	Delicious
36	Idli Rava	Lalitha, Rajmahal
37	Dry Fruits	1st quality
38	Vegetables (starch & non-Starchy)	Fresh and of 1st quality
39	Chicken	Venky's Chicken, Godrej real good, Zorabian, Suguna, Al kabeer Vencob
40	Mutton	Best quality
41	Fish	Best quality

Ration size per day per athlete

Table 2: Ration size per day per athlete sanctioned by the Department of Sports Nutrition, Sports Science Centre, SAI

S.N.	Item	Quantity
1	Tea	10g
2	Biscuits + Sprouts (Moong/ Chana)	50 +25 g
3	Bread Slices	4-5 slices
4	Butter	20g
5	Jam	25g
6	Honey	20g
7	Sugar	50g
8	Eggs	2 No.
9	Cereal Flakes	30g
10	Dalia	30g
11	Milk	1000 ml
12	Banana	2 No.
13	Fresh Fruits (Whole & Juice)	400g
14	Rice	300g
15	Wheat Flour	300g
16	Dal	90g
17	Vegetables (Starchy & Non-starchy)	500g
18	(Chicken/Fish/Mutton)/ (Paneer/Mushroom/Soya beans)	200g
19	Oil	45g
20	Ice-Cream/Desert	100g
21	Spices & Condiments	As desired

Note : -

1. The quantities mentioned in the above Ration size are those of raw eatable food.
2. The above Ration size may vary depending on sport and training schedule within the approved cost.
3. The contractor shall be responsible to prepare & serve safe and hygienic meal to the sports hostel inmates as per the given menu and schedule, by purchasing these food commodities/items of the suggestive brands only at his/her own cost and expense.
4. The contractor shall be solely responsible to follow all the COVID-19 related guidelines strictly issued by Central Govt./ State Govt./Local administration/ KVS time to time at his/her own expenditure.

Tentative Menu per day per athlete**Table 3: Tentative Menu per athlete per day as per the sanctioned Ration size in table 2**

S.N.	Meal	Food items	Quantity as per sanctioned diet
1	Bed Tea	Tea Biscuits	Sanctioned Quantity
2	Break fast	Milk	500 ml
		Bread slices	4-5 pieces
		Sprouts (Moong/Chana)	Sanctioned Quantity
		Butter	20g
		Jam	25g
		Honey	20g
		Eggs	2 No.
		Fruit	2 Bananas
		Fruit Juice	200 ml
3	Lunch	Chapaties	As desired
		Rice	As desired
		Dal	As desired
		Green Leaf Veg (with potato)	As desired
		Salad	Sanctioned Quantity
		Fruits	150g
		(Chicken/Fish/Mutton)/ (Paneer/Mushroom/Soya beans)	100g
		Ice-Cream	50g
4	Evening Tea before training	Tea Biscuits	Sanctioned Quantity
5	Evening Snacks/ Pre, During & Post Training Meal	Dalia, Cereal Flakes, Juice	Sanctioned Quantity
6	Dinner	Chapaties	As desired
		Rice	As desired
		Dal	As desired
		Green Leaf Veg (with potato)	As desired
		Salad	Sanctioned Quantity
		(Chicken/Fish/Mutton)/ (Paneer/Mushroom/Soya beans)	100g
		Milk	500 ml
		Ice-Cream	50g

Note :-

1. The quantities mentioned in the above Menu/Ration size are those of raw eatable food.
2. The above Ration size may vary depending on sport and training schedule within the approved cost.
3. Above menu is tentative and can be restructured by the SAI/SAI coaches, within the approved cost.
4. In lieu of Ice-cream/tea, another item such as sweet dish/curd etc. can be approved within the approved cost, if suggested by SAI/SAI coaches. Sanctioned quantity of sugar will be added to tea, Dalia, milk etc.
5. For vegetarians 80g of Paneer may be served in lieu of 2 eggs in breakfast and 50g of paneer + 15 g of Nutrela/Mushroom may be served in lieu of 100g meat preparation.
6. Different Dal and vegetables shall be cooked and served in Lunch and dinner every day and the same combination shall not be repeated on the next day.
7. It may be required to prepare soya wheat flour, 3 Kg soya flour shall be mixed with 7 Kg wheat flour.
8. There shall be a special lunch/dinner at the last working day of the month.
9. It shall be the sole responsibility of contractor to abide by the specified menu and provide the prepared safe and hygienic meal strictly as per the prescribed ration size per athlete per day and as per the given schedule.

SECTION – VI
(A) (Bid submission form)

Annexure –I Part –(i)

Date :-----

To,

The Principal
Kendriya Vidyalaya, Sidhi
North Karaundia
Sidhi (M.P)-486661

Ref : Your Tender Document No. -----dated : -----

Sir,

We, the undersigned have thoroughly examined the above mentioned Tender/Bidding Document, including amendment/corrigendum. We now offer to provide catering service on contract for operating sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid. We also declare that-

1. If our Bid is accepted, we undertake to perform the services in accordance with the terms and conditions as mentioned in this tender document.
2. We further confirm that, if our Bid is accepted, we shall provide the performance security of required amount in the acceptable form in terms of this tender document for due performance of the contract.
3. We agree to keep our tender valid for acceptance as required in this tender document or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract for us.
4. We agree to provide trained personnel for the said job of catering services as indicated in the Tender Documents for as per terms & conditions of the tender documents.
5. We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Central Government/State Government which is higher.
6. We agree to comply with all regulations/norms under FSSAI or any other applicable law for providing safe and hygienic food.
7. We agree to the compliance of applicable Labour & other Laws in force.
8. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
9. We agree to abide by all terms and conditions of this tender as mentioned in this tender document.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred tender enquiry.
11. We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.
12. We confirm that the person/s hired by us shall for all purposes remain the employees of the contractor and there shall be no employer-employee relation between K Sidhi and personnel/s.
13. We confirm that we are competent to execute contract and our company/ Firm/agency do not stand deregistered/ banned/ blacklisted by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.
14. We confirm that we fully agreed to all the terms and conditions specified in this tender document including amendment, corrigendum, if any.

(Signature with date & Seal of the Firm/Agency)

(Name and designation) -----

Duly authorized to sign tender for and on behalf of -----

SECTION – VI
(B) (Declaration)

Annexure –I Part –(ii)

DECLARATION

1. I, -----Son/Daughter/Wife of Shri-----
Proprietor/ Director/ Partner/Authorized signatory of the Firm/ Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of this tender and hereby convey my acceptance of the same and also undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby undertake to work at **L1** rates as per the terms and conditions given in the tender documents.

Signature of authorized person
(Name, designation and seal)

Date:.....

Place:

Mobile /Telephone No.....

N.B. : The above declaration duly signed and sealed by the authorized signatory of the Firm/Agency, should be enclosed with the Technical Bid.

SECTION – VI

(C) (Certificate/declaration of Non-Blacklisting)

Annexure –I Part –(iii)

CERTIFICATE OF NON-BLACKLISTING

1. I, -----Son/Daughter/Wife of Shri-----
Proprietor/ Director/ Partner/Authorized signatory of the Firm/ Agency mentioned above, certify that my company/Firm/ Agency **has not been blacklisted** by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.
2. I / we, am / are well aware of the fact that furnishing of any false certificate/ information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of authorized person
(Name, designation and seal)**

Date:.....

Place:

Mobile /Telephone No.....

N.B. : The above certificate of Non-Blacklisting duly signed and sealed by the authorized signatory of the Firm/ Agency should be enclosed with the Technical BID.

SECTION – VI**(D) (Performa for Technical Bid (Sports Hostel Mess))****Annexure –I Part –(iv)**

S.N.	Particulars	To be filled by the Bidder
1	Name of the Company/Firm/Agency	
2	Office address of the company/Firm/Agency with office telephone number	
3	E-mail address of the company/Firm/Agency and mobile number of authorized person	
4	Date of registration of establishment of the company/Firm/Agency (Attested copy to be enclosed)	
5	Valid license to operate catering services (Attested copy to be enclosed)	
6	FSSAI certificate (Attested copy to be enclosed)	
7	GST Registration number (Attested copy to be enclosed)	
8	Demand Draft of required cost of tender Document (Give details with proof)	
9	Demand Draft of the required EMD (Give details with proof)	
10	PAN No. and IT clearance certificate (Attested copy PAN No. and copy of last assessment order/ copy of IT return/ Current IT clearance certificate to be enclosed)	
11	Details of Bank Account of the company/Firm/Agency (Attested copy of front page of bank Passbook to be enclosed)	
12	Self-certificate of Non-Blacklisting	
13	Signature of authorized person with seal of the company Firm/Agency on each page of tender document as well as on Annexures as a token of acceptance of all the terms and conditions.	
14	Audited Balance sheet & profit and loss account of last financial year (2020-2021) (Attested copy to be enclosed)	
15	Experience of catering contracts of similar nature in any government/ reputed private student hostel mess for any period during last three years (Attested copy of work order with completion certificate /experience certificate along with brief profile of the company/firm/agency to be enclosed)	
16	Number of personnel including supervisors on the regular rolls (Attach self -declaration)	
17	Copy of current wage rate circular issued by the competent authority	

Signature of Bidder, Seal of Establishment**Full Name of Bidder with address, mobile number and date**

SECTION – VI

(E) (Checklist of documents to be submitted in Technical Bid (Sports Hostel Mess)

Annexure –II

S.N.	Documents to be submitted	Submitted / Not submitted	Part of Technical Bid (TB)/ Financial Bid (FB)	Remarks
1	Covering letter for Technical Bid :Annexure: I [Part-(i)]		TB	
2	Declaration by the Firm/agency : Annexure: I [Part-(ii)]		TB	
3	Certificate of Non-Blacklisting : Annexure: I [Part-(iii)]		TB	
4	Duly filled proforma for Technical Bid Annexure: I [Part-(iv)]		TB	
5	Duly signed (signature with the seal of the Firm/Agency of authorized signatory on each page of this tender document as a token of acceptance of all Terms & Conditions of the Tender.		TB	
6	Attested copy of registration of establishment of the company/Firm/Agency		TB	
7	Attested copy of valid license to operate the catering services		TB	
8	Attested copy of FSSAI certificate			
9	Attested copy of GST Registration		TB	
10	Demand Draft of required cost of tender Document		TB	
11	Demand Draft of the required EMD		TB	
12	Attested copy PAN No. and copy of last assessment order/ copy of IT return/ Current IT clearance certificate		TB	
13	Attested copy of the front page of Bank Passbook of account of the company/Firm/Agency		TB	
14	Self-certificate of Non-Blacklisting		TB	
15	Attested copy of Audited Balance sheet & profit and loss account of last financial year (2020-21)		TB	
16	Attested copy of work order with completion certificate /experience certificate along with brief profile of the company/firm/agency		TB	
17	Self-declaration of Number of personnel including supervisors on the regular rolls		TB	
18	Copy of current wage rate circular issued by the competent authority.		TB	
19	Covering letter for submission of Financial Bid. Annexure-V		FB	
20	Sealed envelope of rate quoted in Financial Bid format Annexure-VI		FB	
21	Important Note- The required documents as mentioned in the above check list should be attached as annexure in same number, otherwise the Bid will be summarily rejected.			

Signature of Bidder with date & Seal of Establishment

Full Name of Bidder with address -----

mobile number -----

N.B : The above annexure, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid along with documentary proof.

SECTION – VI

(F) (LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING)

Annexure –III

Tender ID No. -----

Subject : Authorization for attending bid opening on 22.04.2022 in the tender of Sports Hostel Mess

The following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Signatures of bidder/

authorized person to sign the bid documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. **In case where it is restricted to one, first preference** will be allowed.
2. Permission for entry to the hall/room where bids are opened may be refused in case authorization as prescribed above is not furnished.

SECTION – VII

(A) (Financial Bid submission form)

Annexure –IV

Date :-----

To,

The Principal
Kendriya Vidyalaya, Sidhi
North Karaundia
Sidhi (M.P)-486661

Ref : Your Tender Document No. -----dated : -----

Sir,

We, the undersigned have thoroughly examined the above mentioned Tender document in all respects. We now offer to provide catering service on contract for operating sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items) in conformity with your above referred document.

Our attached Financial Bid/Proposal for the whole day meal per day per Boy/Girl is for the sum of Rupees .----- (in figures and words).

This amount is F.O.R KV Sidhi inclusive of cost of all raw food commodities items and all profit and all the applicable charges, taxes & payment of statutory obligations etc..

We hereby confirm that the financial Bid/proposal is unconditional and we acknowledge that any condition attached to financial Bid/proposal shall result in rejection of our financial Bid/proposal.

We also understand you are not bound to accept any Bid/Proposal you receive.

Yours sincerely,

(Signature with date & Seal of the Firm/Agency)

(Name and designation) -----

Duly authorized to sign tender for and on behalf of -----bidder

N.B. :

This Financial Bid submission form duly signed and sealed by the authorized signatory of the company/Firm/Agency, should be enclosed with the Financial Bid.

SECTION – VII

(B) (Format of Financial Bid for Sports Hostel Mess)

Annexure –V

S.N.	Meal	Menu	Rate Per day per athlete/ person (ভার/ভারী) (In Rupees)
1	Bed Tea (05:00- 05:30 AM)	As per the attached menu & Ration size	
2	Breakfast (07:30- 08:20 AM)	As per the attached menu & Ration size	
3	Lunch (11:30- 12:00 NOON)	As per the attached menu & Ration size	
4	Evening Tea before training (03:00- 03:30 PM)	As per the attached menu & Ration size	
5	Evening snacks/pre, during & post training meal (04:30- 05:00 PM)	As per the attached menu & Ration size	
6	Dinner (08:00- 09:00 PM)	As per the attached menu & Ration size	
		Total Rs. (in figures and words)	

Note :

1. Timings of meal are subject to change with the change in timings of KV Sidhi and or as per the desertion of SAI/SAI coaches.
2. The rate quoted shall be fixed for the duration of the contract and shall not be subject to any change/ adjustment except the statutory provisions, if amended.
3. TDS shall be deducted as per Rules.
4. Bidders should submit unconditional Financial Bid. Conditional Bids shall be summarily rejected.
5. Any overwriting, cutting, use of fluid or change in format of Financial Bid may lead to disqualification for further processing.
6. Duly filled in format of Financial Bid shall be kept by the bidder in a separate sealed envelope along with Financial Bid submission form and will be opened only when the bidder qualify in Technical bid.

We agree to provide the catering service on contract for operating sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items) and to abide by all the terms & conditions mentioned in the Tender document and also agree to enter into the agreement in the format enclosed.

Bid security of Rs. -----(Rupees-----) is furnished herewith
vide Demand Draft No.-----dated -----drawn on -----

(Signature with date & Seal of the Firm/Agency)

(Name and designation) -----

Duly authorized to sign tender for and on behalf of -----bidder

SECTION – VIII

(MODEL AGREEMENT)

Annexure –VI

MODEL AGREEMENT FOR SERVICE CONTRACT TO BE EXECUTED ON Rs. 100 STAMP PAPER

1.1 THE AGREEMENT

1.11 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sidhi (M.P) located at Sidhi (M.P) (herein after called KV Sidhi) which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.12 [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

1 * In the format two types of brackets have been used. These are;

- (i) Square Bracket [] : these brackets indicate the following ;
- (a) [xxxxxxx] : replace the instruction by filling in relevant text;
- (b) [xx/yy/zz] : among the options choose the applicable one (s) and delete the rest;
- (c) [clause/phrase/sentence] : optional, choose whichever applicable to the specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- (ii) Ordinary Brackets () : these brackets are a part of the text and are to be retained.

DEFINITIONS

The agreement is general in nature wherein the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the premises of KV Sidhi [on/in/for] [name the area of service contract].

1.2.2 WEHREAS KV Sidhi at its premises located in Sidhi (M.P) (hereinafter called the INDENTING OFFICE) is **seeking service on contract for operating sports Hostel Mess (including cooking, serving and supply/procurement of food commodities/items)** [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK). Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

13 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACITNG AGENCY and INDENTING OFFICE /pertaining to the WORK.

14 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to the work to be carried out by the CONTRACTING AGENCY the KV Sidhi shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

- (i) Rs. ** per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.
- **Rs. _____ For service contract on _____

15 MODALITIES OF CONTRACT

- 1.5.1 This contract is of the nature of service contract for a specified period and not labour contract.
- 1.5.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per Appendix - 1 to the Agreement.
- 1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/indentfy] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.
- 1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per para 2 of the tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

- 1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower including material in the premises of the INDENTING OFFICE.
- 1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.
- 1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
- 1.6.4 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENDING OFFICE

- 1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance.

1.8 COMPLETION

- 1.8.1 The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.

1.9 CONFIDENTIALITY

- 1.9.1 during the tenure of the Agreement and [.....years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

2.1 FORCE MAJEURE

- 2.1.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

2.2 EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT

- 2.2.1 The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.
- 2.2.2 The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.
- 2.2.3 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [months] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
- 2.2.4 In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.
- 2.2.5 In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

2.3 NOTICES

- 2.3.1 All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the INDENTING OFFICE at its registered address of Kendriya Vidyalaya, Sidhi (M.P)-486661.

2.4 AMMENDMENTS OF THE AGREEMENT

- 2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the** date on which they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

- 2.5.1 The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

2.6 DISPUTE SETTLEMENT

- 2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this agreement such dispute or differences shall be referred to the competent Court at Sidhi (M.P). The decision of the Sidhi (M.P) Court shall be final and binding on both the parties.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.

PARTIES

For and on behalf of KVS INDENTING OFFICE	For and on behalf of CONTRACTING AGENCY
Signature	Signature
Name	Name
Designation	Designation
Seal	Seal

Witness (Name and Address)

1.

2.

Witness (Name and Address)

1.

2.