

Bid Document

Bid Details	
Bid End Date/Time	30-07-2021 15:00:00
Bid Opening Date/Time	30-07-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence
Organisation Name	Sainik School Sangathan
Office Name	*****
Item Category	Custom Bid for Services - OUTSOURCING OF CATERING SERVICES AS PER REQUIRED MENU FROM ITEMS LIST
Contract Period	1 Year(s) 1 Month(s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	4 Days
Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
Estimated Bid Value	23000000
Evaluation Method	Total value wise evaluation

EMD Detail

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Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Principal

Sainik School Kalikiri, Department of Defence, Sainik School Sangathan, Ministry of Defence

(Principal)

Splitting

Bid splitting not applied.

1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

2. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid functionality:[1625820154.pdf](#)

Instruction To Bidder:[1625820374.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1625820262.pdf](#)

Scope of Work:[1625820296.pdf](#)

QCBS Document elaborating detailed QCBS Criteria pertaining to Services / Project Procurement if any as per applicable norms:[1625820502.pdf](#)

Service Level Agreement (SLA):[1625820604.pdf](#)

Payment Terms:[1625820733.pdf](#)

Penalties:[1625820836.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1625821880.pdf](#)

GEM Availability Report (GAR):[1625821903.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1625822130.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1625822133.pdf](#)

Buyer's Competent Authority Approval:[1625822135.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1625822145.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1625822150.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1625822154.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
16-07-2021 11:00:00	The meeting will be conducted through Online mode via Google Meet App. The interested participants who are willing to attend the Pre-Bid meeting shall have to intimate us before 10:00 AM on 16 Jul 2021 on email ID: aossilikiri@gmail.com so that the link to Google Meet may be shared.

Custom Bid For Services - OUTSOURCING OF CATERING SERVICES AS PER REQUIRED MENU FROM ITEMS LIST (1)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	OUTSOURCING OF CATERING SERVICES AS PER REQUIRED MENU FROM ITEMS LIST
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Quantity of Procurement (to be chosen 1 in all circumstances)	Additional Requirement
1	*****	*****CHITTOOR	1	N/A

Buyer Added Bid Specific Additional Terms and Conditions

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

PART-I : OVERVIEW

1. The Sainik Schools are established by Ministry of Defence, Govt of India. Admission to these Schools is through an All-India Entrance Examination. The schools' function under Sainik Schools Society, Ministry of Defence, having a Board of Governors with Raksha Rajya Mantri as the Chairman. The Chief Ministers or Education Ministers of various states where Sainik Schools are located are also members of the Board of Governors. Sainik School, Kalikiri was sanctioned by the Sainik Schools Society, Ministry of Defence on request from the Govt of Andhra Pradesh in 2011 and it is the 25th Sainik School sanctioned by the Ministry of Defence, Govt of India. The school is second in Andhra Pradesh while the first was established in 1962 at Korukonda in Vizianagaram District. Govt of Andhra Pradesh has earmarked about 83.90 acres of land in Kalikiri village for establishing the school and the construction work started in 2012.
2. The school started functioning from 20 Aug 2014 with 105 cadets of Class VI. The school is following CBSE curriculum. The location of the school is at Kalikiri, which is about 75 Kms from the Temple town Tirupati on the NH 205. The major towns nearby are Piler (18 Kms) and Madanapalle (44 Kms). Chittoor, the District Headquarters is about 75 Kms from the school. The nearest railway station for Kalikiri is Tirupati/Chittoor while the nearest airport is Tirupati.
3. Admission is offered in Class VI & IX only. **This is a fully residential School for boys and girls.** The school is affiliated to Central Board of Secondary Education (CBSE).

PART-II : SCOPE OF WORK

4. The essence of the contract is to prepare and serve food to about 400-650 hostel students of Sainik School Kalikiri, on Outsourced turnkey contract basis at agreed fixed, “**Daily Rate per Student**” for Mess, for a period of one year. The scope of work includes following:

- (a) Procurement of Gas, fresh groceries, raw materials, vegetables and other ingredients etc. for running the Mess by Catering Contractor’s own expenses and arrangements.
- (b) Cooking and Serving the Breakfast, Lunch, Evening snacks and Dinner.
- (c) Deployment, Supervision & Maintenance incl. health check-ups of required number of Personnel like Cooks, Servers, Cleaners, Store keeper, Supervisors etc. for running the Mess.
- (d) Management of Stocks & Inventories.
- (e) Cleaning incl. Mopping/Washing Kitchen, Dining halls, Wash basin and Auxiliary areas thrice a day.
- (f) Cleaning of Plates/Utensils.
- (g) Cleaning of Kitchen Drains etc. on Continuous basis.
- (h) Cleaning of Dining Tables & Chairs after each meal.
- (i) Maintenance of Equipment’s in the Mess incl. Kitchen, Dining hall etc. Proper use of equipment is the responsibility / liability of the Bidder.
- (j) Proper Collection & Storage of food & vegetable Wastes till disposal to designated places like composite garbage etc incl. converted by the machine, as solid cake etc.
- (k) Maintenance incl. safety & security of all items/staff deployed by Caterer in the Mess incl. kitchen & dining hall.
- (l) Maintaining proper Hygiene and Pest control in the Mess.
- (m) Maintenance of Records & Documents related to running of the mess and statutory compliances as per prevailing labour laws and other statutory compliances.
- (n) Any other activities as may be considered necessary by the Sainik School Kalikiri.

5. The contractor should be in a position to cater to the tastes of various Indian & Continental Foods (North, South & Regional Foods etc).

6. Successful bidder (i.e., Caterer) has to provide Breakfast, Lunch, Morning & Evening Snacks and Dinner “**Daily Rate per Student**” for Mess. Selected contractors shall provide catering service for a period of **one** year which may be extended for further period on **year-to-year basis not exceeding two years subject to the satisfactory performance on the same terms & conditions and at the sole discretion of the Institute.**

PART-III : BASIC ELIGIBILITY CONDITIONS FOR SUBMITTING BIDS

7. The bidder should have experience in having successfully run the catering services during the **last three years ending 31 December 2020** (Proof to be attached).

8. During the last three years the bidder should have undertaken 02 similar completed/ongoing works (preferably one of them in a Hostel Mess of a renowned Govt. Educational Institution) in the past 3 years (incl. 2020) each with at-least 200-300 dining strength, with average annual turnover of INR 75 lakhs & above.

OR

01 similar completed/ongoing work (preferably in a Hostel Mess of a renowned Educational Govt. Institution) in the past 3 years (incl. 2020) with at-least 400 dining strength, with average annual turnover of INR 150 lakhs.

9. Catering Service Work Orders should be attached.

Note: Similar nature of work means (A) Running of Hostel Messes successfully in renowned Educational Institutions such as Sainik Schools/Reputed institutes like IITs, NITs, IIMs, AIIMS, Central/State/Deemed Universities/ Renowned Private Educational Institutions/Universities/Schools or any Academic Institution functioning under Ministry of Human Resources Development **(B) Successful Running of Executive Canteen/Mess in large organizations incl. State/Central/ Private Sector.** Details of current and previous works to be provided in the given format (Refer **Appendix B**).

10. **Average Annual Turnover:** The bidders average annual turnover (gross) in Catering Services during the last three financial years i.e. **2017-18, 2018-19 and 2019-20**, duly audited by Chartered Accountant, should not be less than INR **75 lakhs (Rupees seventy lakhs only)** per mess. Year in which no turnover is shown would also be considered for working out the average. Copy of the Audited financial statements should be attached.

11. Performance Certification: The bidders' performance for each work completed in the last three years and work in hand should be certified by the responsible official from the concerned organization. The certificate (s) as per **Appendix B** should be enclosed with **Technical bid**. The institute officials may visit the past and present service places.

12. The Bidder should have a valid License under Food Safety & Standards (Licensing and Registration of Food Business) Regulations 2011 issued by Central Food Safety and Standards Authority of India.

**PART - IV: DETAILS OF APPROXIMATE NUMBER OF DINERS IN MESS
AND DETAILS OF KITCHEN AND DINING HALL**

Mess Names	Approximate No. of Students	Available Facilities
Katari Cadets' Mess	350-650	Equipped with a Kitchen & a Dining Hall (Seating Capacity about 680 at a time)

13. List of Equipments, Vessels, Furniture, Electrical Fittings, Fixtures, Water Pipes & Taps, plates, tumbler, spoon etc and Dining hall facilities (incl. table & chairs) provided by Sainik School Kalikiri are detailed in **Appendix F**. Apart from this equipment, the contractor has to bring equipment, if necessary, at his own cost.

PART-V: GENERAL INSTRUCTIONS TO THE BIDDERS

Bidders must carefully follow the instructions and submit the bids.

14. Bidder may go through the tender published in the GeM along with the school website (www.sskal.ac.in) and download the required Tender documents with **Appendices** for the tender which is required to be uploaded in the GeM Technical Bid section.
15. The meeting will be conducted through Online mode via Google Meet App _____**June 2021** at 11:30 a.m. The interested participants who are willing to attend the Pre-Bid meeting shall have to intimate us before 10:00 AM on _____**June 2021** on email ID: aosskalikiri@gmail.com so that the link to Google Meet may be shared.
16. If there are any pre-bid queries, they may be raised online by sending to yellappa@kalikirisainikschool.com, or through the contact details Yellappa Mobile No. 9866374083. Queries after the pre-bid meeting will not be entertained.
17. After downloading/getting the tender document with Annexure/Appendices, Bidder should go through them carefully, fill up in the prescribed formats and then upload the documents in GeM as asked, otherwise bid will be rejected.
18. It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the **Appendix C** to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished. **Appendix B** may be referred for the check list of documents to be uploaded.
19. Bidder should take into account the Corrigendum/Addendum published from time to time before submitting the bid.
20. All correspondence and documents relating to the tender shall be written in English.
21. The bidders are cautioned that furnishing of incomplete/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.
22. For any queries regarding tendering process, Bidders are requested to contact QM Office by phone: **Yellappa Mobile No. 9866374083** or by e-mail (yellappa@kalikirisainikschool.com).

PART – VI : TECHNICAL BID AND PRICE BID

TECHNICAL BID

22. **The Technical bid documents** should be furnished in the GeM Portal as stipulated in the **Appendix B** series of this tender document.
23. Technical bid consists of details of application, eligibility, list of documents to be provided and method of Technical evaluation.
24. The bidder needs to agree with all the terms and conditions of the tender document unconditionally without any alterations.
25. The bidder should submit an undertaking in the prescribed format **Appendix A** in proof of having accepted all the terms and conditions of the tender document.
26. **Technical bid should contain all the required enclosures which should be serially numbered and indexed. Any overwriting in the bid made by the bidder shall be signed by the person signing the bid.**
27. The bidders are permitted to attach separate documents wherever necessary along with the application of technical bid.
28. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself.
29. **The Technical bid will be opened on Date _____ at 1200 pm.**
30. Mere submission of information does not entitle the bidders to meet the eligibility criteria. SSKAL reserves the right to verify and vet, any or all the information submitted by the bidder.
31. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in blacklisting of vendor for future tenders.
32. The SSKAL reserves the right to shortlist the acceptable technical bid.
33. Covers of the Price Bid of the Caterer who obtains **70 and above marks** in the Technical Bid evaluation will only be opened and processed further.
34. SSKAL reserves the right to shortlist/reject any or all tenders without assigning any reason at any stages of process.

35. Caterers will be shortlisted based on their experience, credentials, business turnover, financial strength and stability, contracts executed during the last three years, contracts in hand, capacity to prepare food, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, reliability and other relevant factors as considered appropriate by the SSKAL.
36. The SSKAL representative (s) may visit the sites of the bidder to inspect the present contracts to receive on the spot information regarding quality of services provided etc.
37. Besides scrutinizing the documents submitted along with technical bid, if found necessary the bidder will be interviewed by the Committee to assess the eligibility, capability and suitability of the bidder.
38. The bidders whose technical bid are not found acceptable will be informed of the same and their price bid will not be opened.
39. SSKAL reserves the rights to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.
40. Canvassing in any form shall make the tender liable for rejection. If a bidder deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the SSKAL reserves the right to reject such tender at any stage.
41. SSKAL reserves the right to cancel the contract, if a bidder or bidders obtains the contract as a result of cartel formation of tendering or by forged methods at any stage.
42. No SSKAL employee and/ or their dependents are eligible to submit their offer against this tender. Should the bidder or a contractor has dependent / relative or in the case of partnership firm, any of its partners or dependents of partners employed in SSKAL, the bidder should submit an undertaking **Appendix D** mentioning the fact at the time of submission of the tender failing which, tender may be disqualified or if such fact subsequently comes to light, the contract may be cancelled.

PRICE BID

43. The **price bid** should be submitted only through GeM Portal. **“Daily Rate per Student”** will alone be considered for selection of Mess Caterer.
44. The bidder should quote the price and tax together. Rates quoted shall not be revised on account of any increase in price of commodities, taxes etc. No escalation of price whatsoever would be allowed during the pendency of the contract.

45. Price bid must indicate the rate clearly (i.e., “**Daily Rate per Student**” for Mess), for the items/meals indicated in **Appendix E** of the tender document.
46. Those caterers who are quoting for a Regional Vegetarian Menu (South, North etc) and Continental must also quote for all Indian Vegetarian Menu and same applies to Non-Vegetarian Menu and should accept to change to General/South/North Indian Menu as and when required.
47. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.
48. Since SSKAL is also providing almost all of Kitchen Equipment required to operate the mess, hence, the bidder should take this aspect in to consideration, while quoting the rate.
49. **The rates for extra items, if provided, against mentioned in Appendix, will be negotiated between the selected Bidder and Mess Committee.**

PART- VI : BID EVALUATION CRITERIA

50. The Tender evaluation procedure consists of Two stages.

Stage -I - Technical Bid: Based on the information provided for Technical Bid, weightages are given as under (Minimum Marks- 70 and above).

S No	Description	Attributes	Poi nts	Please tick at only one appropriate attributing point in each category
1.	Registration of Company/Agency	If Registered under Companies Act	20	
		If Partnership Firm	15	
		If Proprietary Concern	10	
		Others	5	
2.	Total no. of Sainik Schools/Govt Institutions/ CABs/CFTIs such as IIMs/IITs served during the last three years (i.e., in providing canteen services on contract basis catering minimum 200 persons/day)	More than 5	20	
		3 to 4	15	
		1 to 2	10	
3.	Annual Turnover of company (with respect to all Industrial/Institutional Canteens/Mess being operated) during FY 2019-20 (Please attach audited balance sheet)	Rs. 91 Lakhs & Above		
		Rs. 71 to Rs. 90 Lakhs		
		Rs. 51 to Rs. 70 Lakhs		
		Rs 70 Lakhs below		
4.	Total No. of workers/staff on the rolls of the Proposers organization doing job in all of its Industrial/Institutional Canteen/Mess	51 workers & above		
		41 to 50 workers		
		31 to 40 workers		
		21 to 30 workers		
5.	Performance in past works for 3 years	client reports	5	
		Quality of Food	5	
		Quality of Service	5	
		Hygiene, Cleanliness	5	
Total			100	
Caution: - Financial net worth of the proposing agency must not be negative during previous three financial years, attach certified copies of balance sheet				

Stage II – Price Bid: Covers of the Price Bid of Bidders whose total marks in Technical Bid is 70 or more, will only be Opened & Processed further.

51. The Bidder who is technically qualified Scoring minimum 70 Marks and quotes the “lowest daily rate (inclusive of all taxes)” as per the meal/items, stipulated quality and all other terms & conditions will only be opened & considered for selection. SSKAL reserves right not to consider L1 (lowest rate quoted), if in its assessment that the lowest rate is unreasonably low/high compared to prices of the food items for the stipulated menu as per school budget/market rate.
52. Bidders whose technical bids are not found acceptable will be advised of the same and their technical bid will be rejected in GeM during technical bid only.
53. Technically qualified bidders alone are eligible for opening of price bid. Date of opening of price bids will be decided after technical bids have been opened and evaluated by the Committee.
54. Caterers will be finalized based on their experience, credentials, business turnover, financial strength and stability, contracts executed during the last three years, contracts in hand, capacity to prepare food, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, profile/qualification/experience of the cooks/ manpower, culinary capacity, client profile along with performance certification by their clients, rate quoted, reliability and other relevant factors as considered appropriate by the SSKAL. Well Qualified/Experienced/Talented Cooks should not be changed without written permission of SSKAL.
55. Besides, scrutinizing the documents submitted along with the technical bid, if found necessary, bidders will be interviewed by the Committee to assess their eligibility, capability and suitability.
56. If found necessary, SSKAL or its authorized representative may visit sites of the bidder to Inspect the Present Contracts to receive on the spot information regarding quality of services provided etc.
57. Price bid Evaluation shall be based normally on L1 (Least Rate) basis for the entire scope of work considering the total cost of services. However, SSKAL does not pledge itself to accept the lowest bid.
58. With a view to arrive at uniform daily rate for all students, it will be the prerogative of SSKAL to make negotiation and to work out splitting/redistributing of Mess Contracts amongst successful bidders based on **Minimum Threshold Rate** (Rs.90/- incl. 5% GST)/**Parallel Rate Contract** basis. The decision of the SSKAL will be final and binding in awarding the contract (s). Minimum Threshold Messing Rate (per capita) for the calendar years 2021-22 has been fixed taking into consideration (a) Inflation (b) Revision in GST, Duties & Levies (c) increase in various items in the menu (d) all other factors considered necessary which is final & conclusive.

59. Catering Contractors, engaged for rendering catering service in the Mess of SSKAL, will be assessed based on the current Feedback/Performance report from the respective Mess. SSKAL reserves the right to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.

60. Principal, SSKAL shall reject the Rate quoted by any of bidder for Mess if the same is below Minimum Threshold Rate. Presently, Messing Rate per day per student is fixed at **Rs.90**.

61. The decision of the SSKAL is final in awarding the contract. SSKAL reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price to SSKAL inter-alia, other reasons.

62. SSKAL reserves the right to Reject any or all the Tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever and without any obligation or liability whatsoever.

63. In the event of bid being accepted, quotations will be Converted into a Contract, which will be governed by the Terms & Conditions of the Contract Agreement apart from tender document.

PART - VIII: TERMS AND CONDITIONS

64. Rate to be quoted by the bidder against this tender shall be inclusive of cost of all raw materials like rice, groceries, vegetables & all other ingredients of good quality, loading, unloading, transportations & storage of raw materials, fuel cost, electricity & water charges, Cleaning & Conversion cost, labour costs incl. salaries & allowances etc. payable to workers employed by Caterer and statutory Taxes, duties & levies incl. GST. **In nutshell, the rate quoted by the bidder shall be all inclusive, lump sum & Fixed Rate.**

65. Bidders should Quote Rate for All the Menu items listed in **Appendix 'E'** in the GeM portal which alone will be considered for selection.

66. Caterers shall provide catering services as per the items prescribed in the Menu (**Appendix E**). Weekly menu will be prepared by the school from the list of combinations given in **Appendix E** for Mess's Basic Daily Menu (Breakfast, Lunch, Morning & Evening Snacks, Tea/Coffee and Dinner) to be served by the Caterer. SSKAL reserves its right to modify the menu at its discretion in consultation with the caterers to suit the availability of seasonal vegetables and their market supply.

67. Mess building with all the Kitchen Equipment's will be handed over to the Caterer. The equipment should be used with utmost care.

68. SSKAL shall provide commercial LPG gas connection and the Service Provider shall arrange for regular supply of commercial LPG gas refills at his own cost and pay directly to the gas dealer. The Service Provider must ensure prompt and uninterrupted supply of gas by placing order with the dealer sufficiently in advance and arrange for alternative sources when there is any short supply of gas and will be wholly responsible for their custody, safety and protection from fire hazard.

69. The Institute will provide the **Firm 30 commercial empty** cooking gas cylinders (LPG) exclusively for the purpose to be specified by the Institute. A separate gas room together with its pipeline layout will be handed over to the Firm. The Firm under his own arrangements has to collect and pay for filled LPG cylinder for his use in the kitchen, and will be wholly responsible for their custody, safety and protection from fire hazard.

70. Caterers shall also furnish a certificate in every Mess Bill to the effect that amount claimed is inclusive of GST and dispute, if any arises on that score, will be settled amicably between the Caterer and GST authorities concerned without involving SSKAL as party to the dispute.

71. SSKAL shall provide basic Facilities such as furniture, cooking equipment, water cooler in dining room. A stock register of item will be maintained. These facilities will be under the control of the Caterer and he/she will be responsible for any damages.

72. School will hand over all essential items to the vendor as per **Appendix 'F'**, however, contractor will arrange for any additional facilities, utilities, equipment, plates, serving items, and inputs required for the production and service of various items of food.

73. SSKAL shall provide Electricity to the Caterers for exclusive purpose of running the Mess dining facilities, lighting inside & outside, for the kitchen for running Grinder, Freezer, Refrigerator, cold storage etc. at prevalent tariff applicable for SSKAL. Electricity will not be allowed to be used for cooking purpose. A separate meter is already installed.

74. Water required for cooking, washing and incidental purposes will be supplied on Cost basis by SSKAL to the Caterers. Water areas are to be maintained clean. The charges for the water will be charged @ Rs 1000 per month.

75. The Bidder shall ensure that his staff are regularly trained for Fire & Safety drills like operating fire extinguishers etc. which shall be supplied by the Institute and that proper & adequate precautions, safeguards & preventive measures against fire are taken.

76. **The Caterer shall also pay a sum of INR 10,000 (Building License Fee Rs.1,000/- Maintenance Rs.6, 000/- and Overhead Rs.3,000/-) (incl. of GST) per month towards monthly Rent& Allied Charges to SSKAL.**

77. Utmost attention has to be given to provide wholesome Quality dishes, render good acceptable Services, maintaining Punctuality in services without any Complaint from diners, which is equally important.

78. Tentative meal Timings:

- (a) Bed Tea :0530 hrs
- (b) Breakfast: 07.00 – 10.00 Hours
- (c) Morning Snacks: 1030hrs
- (d) Lunch: 12.00 – 14.30 Hours
- (e) Evening Snacks with tea: 1730 Hours
- (f) Dinner: 19.00 – 22.00 Hours

79. The food, Raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible. No Cooked Food shall be Stored / Preserved after meals.

80. Vegetables used should be fresh and of good quality. Good quality, well cleaned, De-stoned Rice should be used. Standard brand Toor/Urad Dal/Pulses/Grams/Spices are only to be used for cooking. The caterer should procure the required provisions from Standard Shops. Milk should be of **Heritage/Tirumala brand**. Rice should be cooked properly. Chapatti/liked items should be baked properly and it should be soft. For preparation of Curry (i.e., Sabji) each day, Vegetables must be changed. Potatoes mixed with vegetables should not exceed 20%. Fruit served should be of good quality.

81. Caterers shall use only Branded Raw materials and best quality for preparing the food. Procurement of first quality branded groceries, vegetables etc. will be the responsibility of the caterer. Selected branded items are attached in **Appendix 'G'**. Brands of other items will be decided by the SSKAL. Members of the Mess Committee will Check all Materials brought to the mess as well as Cooking Practices. A Register shall be maintained in this regard. In the event of the quality of the food served being poor or not adhering to contractual conditions, the SSKAL will be free to impose Penalty as deemed.
82. Caterer shall provide Light food such as Milk, Bread, Rice Gruel/Kanji, fruit juice etc. in lieu of meals to the Sick Hostellers/student/s during his/their sickness period and no extra charge will be paid for the same. In addition, Muslim cadets/students will be provided food as per their routine during Rojās.
83. The caterer is required to provide food to Academic staff and other persons authorised by the school; however, the strength of such staff will not exceed 50 member/day. Hence, caterer should keep this in mind while quoting price and same should be included in the cost of student. No extra cost will be paid for such members.
84. The caterer is required to provided tea two times per day to the staff in the same cost quoted by him for per cadet basis, however, if on some day tea is not given same will be adjusted to some another day. The accounting of same will be kept by school Mess Manager. In case extra tea is demanded by the school, the extra amount will be decided by the Mess committee and caterer after mutual consent.
85. The school can also demand extra diet for the sports person for approx. 1 month with no additional cost.
86. During examination time preparation tea is required to provide to the cadets at 2230hrs. The school will intimate the timing and cost will be decided after mutual consent of Mess Committee and caterer both.
87. Caterer or his Supervisor is required to be remain Present in the mess when food is Served. Weekly Menu should be displayed on the notice board.
88. The Caterer shall maintain a Suggestion book for recording Suggestions for improvement. The suggestions which will have the approval of the SSKAL, should be forthwith acted upon with. Suggestion book should be kept open for inspection by the Mess Committee.
89. Keeping the Kitchen, Dining halls and Mess premises Neat, Clean & Hygienic are the responsibilities of the caterers. Strict adherence of hygiene of messes and its surrounding is essential. Caterers should not dump Vegetable/Raw material/Other Wastes into the drainage. Disposal of wastes getting clogged in drainage lines have to be cleared by caterer. Mess Committee's/School Medical Officer suggestions / actions regarding cleanliness have to be followed and the expenditure will be borne by the caterer. Any violation on the part of

caterer is liable for appropriate Penal provisions. Daily cleaning report should be submitted to SSKAL.

90. Mess utensils are to be cleaned using detergent powder/soap with warm water after every meal and again soaked in the hot water tub/tank.

91. Caterer shall be solely responsible for cases of incidence of Food Poisoning and shall bear the complete Expenditures arising out of this for medical treatment of the hostel inmates. In addition, Penalty may be imposed on the caterer as decided by the SSKAL for such incidences. Since the services include food & eatables, provisions of Prevention of Food Adulteration Act, 1954 are binding on the caterer. There will at least one Meeting of mess committee and the caterer to sort out the issues.

92. There will be strict Check on Quality of Food. The items of food served will be checked by the Mess Committee constituted by the SSKAL. Such quality audit may be a test audit or random audit. Mess Committee Meeting will be held once in fortnight. The caterer should attend the meeting to sort out the issue. If the quality of the food is below the standard, Fine will be levied as detailed in the Penalty clause.

93. **Billing and Payment:**

(a) Caterers shall submit Mess bill in the form of Tax Invoice containing details of GST Registration number of the Caterer and SSKAL (37AAAGS0253E1DT) along with HSN/SAC code every month on or before 07th of subsequent month. All Amounts charged to the Contractors by SSKAL is inclusive of GST. After deducting the amounts towards rent, electricity, water charges, TDS etc., 75% bill amount will be paid in fifteen days from date of receipt of monthly mess bill. 25% bill amount will be disbursed based on the **Performance Review and Penalties, if any**, by Student diners, Mess Committee of SSKAL. Model Feedback form to be collected from diners for performance review & evaluation is given in **Appendix 'H'**. Monthly Review of the Mess Committee to be submitted along with bill. SSKAL will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or a part thereof, the caterer shall not be entitled to any interest.

(b) The bank statement showing entries wages paid to the mess workers must be obtained & produced along with mess bill as a proof.

94. In the case of delay / default in payment of contribution under Pay, ESI, EPF etc., by the Caterers, said contribution, penal interest and / or damages as may be levied by the ESI or PF Authorities, a Penalty of 20% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction regarding payment of Wages, ESI & EPF by the Caterers.

95. While calculating Monthly Bill amount, in respect of student diners who stay away for more than two days on official assignment/sick leave/any other reason of Institute as per hostel rules, $(N - 2)$ formula shall be applied for Mess Reduction, where N is number of days absent by student diner.

96. SSKAL reserves the right to carry out Post Payment Audit & Technical Examination of the Work & Final bill including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However, no such recovery shall be enforced after three years of passing the final bill.

97. SSKAL will have full powers to impose Penalty to Caterers for not fulfilling any requirements.

98. **Penalty:** Failure to supply food in terms of quality, quantity, rate, menu etc. will attract Penalty. For not adhering to contractual conditions and for any deviations from normal, SSKAL shall be free to impose penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer.

- (a) If vegetables kept for use is found to be of poor quality or rotten/ stale/ spoilt/ infected, then a penalty of **Rs.2, 000/-** for each occasion will be imposed.
- (b) If poor quality of rice is used for preparation of meals, idly and dosa a penalty of **Rs. 3,000/-** for each occasion will be imposed.
- (c) Oil once used should not be reused. If reuse of oil is found, penalty of **Rs.2000/-** for each occasion would be levied.
- (d) Items like taste enhancers like Aji-no-moto, baking soda, coloring items etc. are banned and they should not be used. If they are found in the kitchen premises, penalty of **Rs.2000/-** for each occasion will be imposed.
- (e) Presence of unwanted items in food such as blade, glass, metal wires, nails, cloths, cockroaches, cigarettes, rope, soft plastic etc. will attract a penalty of **Rs.5,000/-** for each occasion.
- (f) Insects found in any of the prepared food will invite a penalty of **Rs.2,500/-** for each occasion will be imposed for each occasion.
- (g) Kitchen, stores, dining hall and washing area should be kept clean. If not, then a penalty of **Rs.2000/-** for each occasion will be imposed.
- (h) If there is any deviation in the approved Menu without prior permission from Mess Committee, a penalty of **Rs.2000/-** for each occasion will be imposed.

- (i) If mess Caterer or his representative manager is not present in the mess when the food is served, a penalty of **Rs.2000/-** for each occasion will be imposed.
- (j) If food for any meal, gets over or exhausted within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes for breakfast then a fine of **Rs.2,000/-** would be imposed for each occasion on the caterer. The timing for that meal will be extended equivalent to delay time.
- (k) Unavailability of the suggestion book/ complaint register on the counter and/or discouraging the complaint would impose a fine of **Rs.1, 000/-** for each occasion.
- (l) Unclean utensils in a day would attract a fine **Rs. 2,000/-** for each occasion.
- (m) If Mess Committee agrees that certain food was not properly cooked, then a fine of **Rs.2, 000** will be imposed for each occasion.
- (n) Discrepancy on Hygiene of workers, dining hall etc. will call a fine of **Rs.2, 000/-** for each occasion.
- (o) If Caterer found to have used unbranded/ bad/ duplicate quality of any mess commodities, a fine of **Rs.2, 000/-** will be imposed for each occasion.
- (p) Non-compliance of Safety norms will invite a fine of **Rs.2500/-** each occasion.
- (q) Misbehaviour of Caterer's Mess workers would result in a fine of **Rs.1, 000/-** for each occasion.
- (r) If the left-over food and other wastes are not fed to garbage composite or not disposed from the premises within the same day then a penalty of **Rs. 2, 000/** will be imposed for each occasion.
- (s) Excess billing incl. double claims etc. will attract Penalty equal to that amount.
- (t) For any penalty provisions stated above (i) First violation of the rule implies fine as per the above rules and (ii) Second and subsequent violations of the same rule within 30 days of the previous fine will attract triple the initial amount of fine on the caterer.
- (u) Refer **Appendix 'H'** for Feedback Form to be used by the Student Dinners for Reviewing Performance of the caterer.
- (v) If the Food Quality is not up to the mark and/or Insufficient quantity on inspection, 20 to 50% amount of that day will be deducted. On three such occurrences, the contract is liable to be terminated. If a written complaint is received (a minimum of 10 students) on shortage of food for three days in a month, an amount equivalent to 100 students' daily rate shall be deducted from the payment.

(w) Continuous bad performance (for any two months in a semester) will result in termination of the contract.

(x) Mess Committee/Squad constituted by the SSKAL is authorized to visit the Mess/Food, Stores & Kitchen and inspect Quality of materials any time. Mess squad is also authorized to recommend Penalties as above to school for Implementation on the caterer.

(y) SSKAL or its authorized Mess Committee, shall be the Competent Authority with regard to imposition of Penalty. Caterer may appeal to the SSKAL for reduction/waiver of penalty. The decision of the Principal, SSKAL shall be final and binding.

(z) In case, cadets tell the caterers employee to bring some item from market, same should be inform to the Administrative Officer immediately by the caterer. If any employees of the caterer found carrying item for cadets, then penalty of **Rs 25000 along with** strict action will be imposed on caterer.

99. The Caterer is required to maintain the Details of all his employees / Mess Workers. This information along with their photographs shall be submitted to the Office in the format that may be prescribed.

100. The Caterer shall be responsible for the Proper Conduct & Behaviour of the Mess Workers engaged by him. Caterer along with his workers has to behave politely with cadets/students. If it is found that any worker has misbehaved with any of the hostel inmates, Caterer has to take action as suggested by the SSKAL. And if cadets/student misbehaves with the employees engaged, caterer's employee should not indulge in argument and inform immediately same to the Administrative Officer. The mess committee will themselves take appropriate action against cadet. However, if caterer employee indulge himself in the argument, then strict action will be taken by the school.

101. The caterer shall not employ any mess Worker whose Track Record is not good. He should not be involved in any crime / offence / police case.

102. Break-up of qualified Manpower Required at each Mess of SSKAL:

S No	Designation	Total Manpower per day
1	Supervisors	01
2	Cooks	04
3	Asst Cooks	04
4	Servers	16
5	Cleaners	06
6	Other Staff- Helpers/Security etc	As Required

Note: The Mess Manager will be provided by the school at own cost of the school.

103. Staff strength in each category of Mess workers viz. Supervisors, Cooks, Asst. Cooks, Servers, Helpers, Cleaners etc. deployed by the caterer should be optimum and finalized in consultation with SSKAL; SSKAL reserves right to order additional staff if services are found inadequate. For additional strength of students in any dining hall, minimum staff has to be increased proportionately. Mobile phone numbers of Supervisors should be displayed in dining hall. Copy of said list also should also be furnished to the Licensor. Experienced Supervisor with fluency in English/Hindi should be appointed. Qualified/Experienced/Talented Cooks employed should have expertise in preparing Multi-Cuisine Food like North, South-Tamilnadu, Kerala, Karnataka & Andhra & Continental Food-Veg & Non-Veg items for Mess. At least 01 Cook should be qualified with a certificate from Catering Institute/Govt. organization. Caterer shall maintain Register containing the details of staff deployed with Name, designation, qualification, experience etc. and the register shall be open to the scrutiny of the authorized officials of SSKAL.

104. Employment of child labour (below the age of 18) is totally prohibited. The contractor shall provide a list of workers to be deployed.

105. The employees of the caterer should wear uniform along with, cap, gloves etc.

106. The employees Cannot Reside in the place of work except to the extent necessary for their duty in respect of the functioning of the dining facility. Necessary Permission in writing should be obtained by the caterer for Overnight Stay of their employees in the Mess. The updated list of employees staying inside campus with permission to be provided by the caterer on regular basis or strict penalty will be imposed.

107. To avoid transmission of COVID-19 staff employed may have to also stay inside in accommodation provided by the school depending upon the discretion of the school. The staff is also required to undergo quarantine as per the rules mentioned by the school from time to time. Hence, caterer should cater for adequate manpower keeping this in mind. In case of any issue, caterer should approach Administrative Officer immediately otherwise heavy penalties will be levied or contract may be terminated.

108. In case, cadets tell the caterers employee to bring some item from market, same should be inform to the Administrative Officer immediately by the caterer. If any employees of the caterer found carrying item for cadets, then strict action with fine will be imposed caterer.

109. It shall be clearly understood that the personnel to be deployed by the Bidder are their own workers and they have no binding whatever with SSKAL. Bidders shall indemnify the SSKAL from all liabilities arising out of deployment of personnel and other related issues thereto.

110. All Expenses relating to the employment of the mess Workers engaged by the Caterer shall be within the scope of the Caterer. Caterers shall have full control over his employees including right to appoint, determine service conditions, discharge, dismiss or otherwise

terminate their services at any time. Caterers shall be solely responsible for any claim arising out of employment or termination of employment of his workers and for statutory payments. The Caterer is solely responsible for the payment of minimum wages for their mess workers as per Government norms and deductions towards PF, ESI etc. Caterer should produce record of duty hours and pay structure as per rules, for inspection by authorized Govt. Personnel & SSKAL and for meeting other statutory & non-statutory benefits /obligations. The caterer shall comply with the provisions of the Factories Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Employees PF Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. Caterers when required by SSKAL shall produce registers & records for verification & compliance of directives issued by SSKAL/Statutory provisions. Thus, the caterer has to follow all labour laws/government laws and all statutory obligations in regard of employing mess workers. The caterer shall be solely responsible for any dispute / violation of labour laws.

111. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The caterer shall not serve any of such substance / drink in mess / hostel. Smoking, consuming tobacco etc. are also prohibited in hostel/mess premises. In addition, if caterer's employee found bringing such items to the school for the cadets, then strict action along with penalties will be taken against caterer and same will be decided by Principal in consult with Mess Committee.

112. Caterers should execute an **Agreement** in the non-judicial stamp, incorporating the various terms and conditions. The Caterer shall deposit **10,00,000 (Rupees Ten lakh only)** in total as interest free **Security Deposit** which shall be refunded after the expiry of the agreement and after adjusting applicable deductions, if any.

113. On expiry of the agreement, all the equipment/articles/facilities provided to the caterer shall be returned in good condition subject to the allowable wear and tear and no excuses of any nature whatsoever will be entertained for any loss or any damage to the equipment /articles/facilities. In case of any loss or damage, Caterer will have to replace the lost items/carry out necessary repairs, subject to approval & instructions of SSKAL.

114. During Vacation time SSKAL will inform the caterer well in advance about the need for providing services. If the students' strength falls below a certain number, Rate at which the catering services is to be provided to students, Rental charges payable by the caterer will be decided jointly.

115. Notwithstanding anything contained in the terms and conditions, SSKAL shall be at liberty **to terminate the contract by giving 30 days clear notice** without assigning any reason whatsoever. However, Caterer may terminate his/her contract by giving 60 days clear notice. In this case caterer will be debarred for participating in further mess tender process of SSKAL Hostels for 03 years.

116. It will be the sole responsibility of the bidder alone, to execute the entire contract on his own. Caterers should not assign or sublet the contract.

117. After the award of the contract, the caterer shall be on **trial for 03 months**, subject to fortnightly review of performance; Continuance of the contract for the remaining period shall be subject to satisfactory performance during the trial period.

118. In the case of Special Event organized in the school for which food is arranged, a separate bill with monthly bill is required to be submitted by the caterers to the school after such event. The payment of such bills will be done after recommendations of Mess Committee, if rates are found reasonable. In case rates are not found reasonable, committee will carry out through scrutiny and negotiate with caterer.

119. In case, **Caterer fails to operate** the contract or comply with any of the contractual obligations, SSKAL reserves the right to get the same done by another agency, at the Caterer's Risk & Costs apart from recovery of a penalty.

120. Caterers shall be responsible for providing at his own expense, all precautions/gadgets etc. to prevent loss or damage from any and all risks and to minimize the amount of such loss or damage and for the necessary steps to be taken for said purpose.

121. In case SSKAL be held liable for any loss, damage or compensation to third parties arising by Caterer, such loss, damage or compensation shall be paid by the Caterer to SSKAL together with Costs incurred on any legal proceedings pertaining thereto.

122. All necessary Personal Safety Equipments as considered adequate shall be made available by the Caterer for use by personnel employed on the site and maintained in a condition suitable for immediate use. Caterer shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on Fire Safety norms and proper operation of Electrical gadgets/instruments & Firefighting equipment etc. placed at the disposal of the hostel mess. The caterer shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability/responsibility in case of any Fire Accident or any other accident-causing injury/death to mess workers /inmates or any of his staff shall be that of the caterer. The SSKAL shall not be responsible for such cases by any means.

123. It is the responsibility of the caterer to maintain all Kitchen & Other Equipment's supplied (**Appendix 'F'**) by the Institute in proper working conditions at all times. If there are damages, Caterer has to make good, Losses incurred by the institute or alternatively replace the damaged equipment with same brand and specification. Institute will not supply any equipment additionally or by way of replacement.

124. Disposal of waste material shall be done by the caterer in accordance with the prevalent rules & regulations. Food & Vegetable waster should not be dumped in the open area.

125. The contractor will not be permitted to Franchise the school mess for any other Commercial activity outside the scope of student hostels. Mess premises should not be used for any other purpose, other than Catering services for Hostel students.

126. Mess Workers & Cooks should be Healthy and medically fit. Caterer should ensure that all his workers are free from communicable diseases. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and the caterer has to replace him/her immediately without fail.

127. SSKAL will Not be Liable for any Medical attention, Injury/ Loss of life of mess or any other Workers engaged by the contractor in the preparation, transportation of food items to dining halls and other services as per the contract. A suitable Insurance coverage for all Caterers Staff shall be arranged by the Contractor at his/her cost towards compensation of any loss to their workmen as per legal provisions.

128. In the event of the disputes, differences, claims and questions arising between the parties hereto arising out of this agreement, all such dispute claims shall be referred to Sole Arbitrator appointed by the SSKAL. All legal disputes shall be subject to the jurisdiction of Courts at Chittoor.

129. Caterers who are selected for providing catering services will have to execute the Contract Agreement consisting all terms & conditions of contract as per format at **Appendix J**.

130. Further, Caterers has to sign the Integrity Pact as given in the format at **Appendix K**.

I / We agree to the above terms and conditions.

Place: **Signature of the bidder with Name and seal**

Date: **Name**

Designation

Seal

PRE-BID QUALIFICATION

Important Note: (1) Bidders are cautioned that the tabular statement given below is the application format for Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this tabular statement regarding Financial Bid/Rate per Day per student/Cost/Price or any other commercial consideration under this contract.

(2) All information called for in this Application format should be furnished against the relevant columns in the format. If the information is furnished in a separate sheet is enclosed with the technical bid, this fact should be mentioned against relevant column (s). If any particulars/ query are not applicable in case of the applicant bidder, it should be stated as "Not Applicable".

Pre-Bid Qualification:

S. No.	Description	Information
1.	Do you Unconditionally Agree with all Terms and Conditions stipulated in the Tender Document?	Yes / No
2.	Have you furnished Documentary Evidence/ proof in support of compliance with the basic eligibility conditions stipulated in Part-III of the tender document	Yes / No
5.	Did you undertake the Catering Contract Work at the Educational Institutions? If yes No. of Years served	Yes / No
6.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	

Place:**Signature of the bidder with Name and seal****Date:****Name****Designation****Seal**

TECHNICAL BID DOCUMENT LIST

(To be uploaded in GeM Portal in Technical Bid Documents)

1.	a) Registration/ Incorporation Particulars (Please attach self-attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)									
2.	Details of FSSAI License under food, Safety and Standard License as per FSS-LR Act 2011. (Please enclose copy)									
3.	Name, Designation & Phone number of persons authorized to sign the documents on behalf of Proprietary Concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/ authorization for signing the document). In case of Proprietary concern, bidder may submit self-attested copy of PAN card/ Aadhar Card/Passport of Proprietor and authorized signatory, in case of proprietor is not signing the tender document)									
4.	Annual Turnover during the last three years. (Copy of the Annual Accounts duly certified by the Chartered Accountant to be enclosed)	<table border="1"> <thead> <tr> <th>Year</th> <th>Annual Turnover of the Bidder from Catering Business (Rupees in Lakhs)</th> </tr> </thead> <tbody> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> </tr> </tbody> </table>	Year	Annual Turnover of the Bidder from Catering Business (Rupees in Lakhs)	2017-18		2018-19		2019-20	
Year	Annual Turnover of the Bidder from Catering Business (Rupees in Lakhs)									
2017-18										
2018-19										
2019-20										
5.	Average Turnover in last three years from Catering Business (Please enclose copy)	INR_in lakhs								
6.	Is your firm/ company carrying out any other trade/business in addition to Catering Services? Furnish particulars of other trade/ business carried out.									
7.	Total experience (years/ months) Hostel Mess/Food Courts in Central Educational Institutions/Industrial- Organizational Executive Canteens/ Restaurants of Govt. Organisations.									
8.	Performance in past works for 3 years from at least three institutes as per Appendix I (copies to be enclosed)									
9.	Have your firm/ company ever changed its name any time? If yes, provide the previous name and reasons there for?									
10.	Whether the company/firm ever required to suspend catering services for a period of more than six months continuously? If yes, state the reasons.									

11.	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
12.	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)	
13.	Income Tax Assessment Completion Certificates/Assessment Orders for the financial years 2017-18, 2018-19 and 2019-20 (In the event of assessment of the years indicated having not been completed, certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
14.	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide copy of latest remittance & returns for 2017-18 for same.	
15.	Have you registered under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. It will be used to determine strength of employees.	
16.	Copy of Service Tax/GST Returns (Annual Returns) to be provided for the last three years i.e., 2017-18, 2018-19 and 2019-20 along with assessment orders (In the event of assessment of the years indicated having not been completed, certificate of the latest assessment completed may be enclosed and reasons for non-completion of assessment for the required years may be indicated).	
17.	Copy of GST Registration certificate to be enclosed	
18.	Details of Bank Mandate Name of the Bank Name of the Branch Account No. Type of Account IFSC Code No. (copy of cancelled cheque be enclosed)	
19.	Brief details of Litigations, if any, connected with Catering Works, Current or during the last three years, opposite party and the disputed amount.	
20.	Specify whether there are any issues/ disputes against your agency/firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities etc.	

26.	Any other information, document which may help SSKAL in assessing your capabilities may be enclosed . Bidder may add any further information that he considers relevant for the evaluation of their bid. The bidder may attach catalogue and other Appendix that would help in providing quality food and services.	
27.	Details of Quality Food Certifications, if any, obtained viz. ISO 9001- 2000 IIMTCP etc. (Proof to be attached)	
28.	Details of Awards, if any received or Reviews in the Media, if any	
29.	Whether the agency was Blacklisted by any Client. Suppression of the fact will lead to Rejection to the bid. After execution of contract, if it is noticed that agency was blacklisted, contract will be Cancelled.	

Note:

1. All documents enclosed to the Technical Bid should be arranged and submitted in the same serial order as they appear on the Technical Bid.

2. All Pages of Tender documents must be serially numbered, duly signed and stamped by the bidder. If an Individual or a Proprietor of a firm is a signatory, he/ she should Sign Above the full type written Name & current Address. In case of Partnership firm, all Partners of the firm or a partner holding Power of attorney for the firm (certified copy of power of attorney should accompany documents) should sign and in both cases, certified copy of the Partnership Deed and current address of all Partners of the firm should be furnished. In case of Limited company or a corporation, documents shall be signed by a duly Authorized person holding Power of attorney for signing the documents, accompanied by Copies of the letter of Power of attorney and Memorandum & Articles of Association duly attested by a Notary Public.

Declaration:

1. I/ We hereby Certify that the Information furnished in this tender document is Complete and Correct to the best of my knowledge.

2. I/ We understand that furnishing of False Information could result in Disqualifying for award of the contract.

3. I/ We also Authorize the SSKAL or its authorized representative to approach individuals, employers, firms and corporation to Visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.

4. I/ We do hereby offer to perform and execute the catering Contract in conformity with terms and conditions of the contract.

5. I/We agree that the Acceptance of any tender shall be at the sole and absolute discretion of the SSKAL and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place: **Signature of the bidder with Name and seal**

Date: **Name**

Designation

Seal

UNDERTAKING

1. I hereby certify that I have read the tender document completely and here by agree to abide by the terms and conditions laid down in the tender document.
2. I certify that I am Citizen of India.
3. I hereby certify that I am not defaulter of the CIBIL and hereby agree to produce CIBIL Score certificate if SSKAL requires.
4. I hereby certify that I am not wilful defaulter of any nationalized banker/private or any other private/Govt. Institution.
5. I hereby certify that there is no Govt. dues pending with me.

Place: **Signature of the bidder with Name and seal**

Date: **Name**

Designation

Seal

NEAR RELATIVE CERTIFICATE
(To be uploaded by ALL Bidders)

I S/o Sri r/o

hereby certify that none of my relative (s) as defined in the tender document is / are employed in SSKAL as per details given in tender document. In case at any stage, it is found that the information given by me is false /incorrect, SSKAL shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Date:

Signature:

Name in block letters of the Signatory

In the capacity of

Place: **Signature of the Bidder with Name & Seal**

Date: **Name**

Designation

Seal

NOTE:

1. In case of Company/Institution/Body Corporate, a list of all Board of Directors may be submitted along with the bid.
2. In case of Company/ Institution/ Body corporate, "Near Relative Certificate" are required by all Directors of Company/Institution/Body Corporate excluding Government of India/Financial Institution Nominees and Independent non-official part time Directors appointed by Government of India or the Governor of State.
3. In case of Proprietorship Firm, the Certificate will be given by Proprietor.
4. For Partnership Firm, certificate will be given by all the Partners.

MENU

**LIST OF EQUIPMENTS, VESSELS, FURNITURE, ELECTRICAL FITTINGS,
FIXTURES, WATER PIPES& TAPS ETC PROVIDED BY SSKAL**
**(ALMOST ALL ITEMS ARE GIVEN BUT SAME WILL BE CONFIRMED AGAIN AFTER
SELECTION OF L1 VENDOR AND AT THE TIME OF HANDOVER)**

SI No	Description of item	Unit	Quantity
1	LPG Cylinders - 600001	NOS	31
2	Aluminium Vessels (30 Ltrs) - 600005	NOS	06
3	SS Serving Tray - 600008	NOS	12
4	SS Basin (Medium) - 600009	NOS	23
5	SS Basin (small) - 600010	NOS	05
6	Alu Sauce Pan (Kal Patra) Medium - 600011	NOS	04
7	SS Mug - 600012	NOS	07
8	SS Bucket Medium - 600013	NOS	35
9	Masala Dabba 9 Containers - 600014	NOS	02
10	Rice Strainer (Rice Filter) - 600016	NOS	05
11	Chapati Roll - 600017	NOS	14
12	SS Serving Spoon - 600019	NOS	199
13	SS Caseroll (2500 ml) - 600020	NOS	20
14	SS Caseroll (3500 ml) - 600021	NOS	18
15	SS Caseroll (5000 ml) - 600022	NOS	12
16	SS Caseroll (7500 ml) - 600023	NOS	04
17	Chinese Laddle (Fried Rice Spoon) - 600024	NOS	08
18	Knife - 600025	NOS	19
19	Chapad (Mutton Knife) - 600026	NOS	03
20	Lunch Plate - 600028 - SS	NOS	882
21	Quarter Plates - 600029 - SS	NOS	543
22	SS Tea Glasses (AP Glass) - 600030	NOS	350
23	SS Table Spoons (14 Gauge) - 600031	NOS	1299
24	SS Table Fork (14 Gauge) - 600032	NOS	1128
25	SS Sauce, Butter Jam Cups (Pickle Pot) - 600034	NOS	07
26	SS Glass Stand - 600035	NOS	20
27	SS Water Jug (Heavy) - 600036	NOS	141
28	SS Tea Jars - 600037	NOS	05
29	Bon China Dinner Set 36 Pices - 600039	NOS	01
30	Bon China Tea Set (Complete) - 600040	NOS	02
31	Pressure Cooker (20 Ltrs) - 600041	NOS	02
32	Round Box (SS 20 Kg) - 600043	NOS	10
33	Pressure Cooker (8 Ltrs) - 600042	NOS	02
34	SS Square Box (10 Kgs) - 600044	NOS	15
35	SS Square Box (5 Kgs) - 600045	NOS	13
36	SS Square Box (2 Kgs) - 600046	NOS	10
37	SS Square Box (1Kg) - 600047	NOS	10
38	SS Sauce Pan (Medium) - 600048	NOS	04
39	SS Masala Dabba - 600049	NOS	01

40	MS Kadai (Small) - 600050	NOS	02
41	MS Kadai (Medium) - 600051	NOS	01
42	MS Kadai (Big) - 600052	NOS	02
43	Aluminium Parat - 600053	NOS	03
44	MS Rumali Kadai - 600054	NOS	01
45	Chinese Kadai - 600055	NOS	03
46	Rice Spoons - 600056	NOS	140
47	Brass Top 30 Ltrs - 600057	NOS	02
48	SS Top - 600058	NOS	01
49	SS Tea Jar 10 Ltrs - 600059	NOS	07
50	Butter Knife - 600060	NOS	658
51	SS Chinese Slicer - 600061	NOS	01
52	SS Oil Jara - 600063	NOS	02
53	SS Kadai - 600064	NOS	03
54	SS Palta - 600065	NOS	06
55	SS Dosa Kudbi - 600066	NOS	04
56	Alu Bhogana Top 40 Ltrs - 600067	NOS	10
57	SS Square Dabba 100 Kg Capacity - 600068	NOS	05
58	SS Square Dabba 50 Kg Capacity - 600069	NOS	06
59	SS Square Dabba 25 Kg Capacity - 600070	NOS	06
60	Tonges - 600071	NOS	10
61	SS Tea Glasses (90 ml) - 600072	NOS	1829
62	PVC Pallets - 600073	NOS	08
63	Sandwich Griller - 600074	NOS	01
64	Bread Toaster - 600075	NOS	02
65	Milk Boiler - 600076	NOS	01
66	Stainless Steel Pot Rack-4 Tier - 600077	NOS	02
67	Planetary Mixre - 600080	NOS	01
68	Clean Dish Rack - 600081	NOS	03
69	SS Folding Table - 600082	NOS	05
70	MIS-EB Place Trolley - 600083	NOS	01
71	SS Sterlizer - 600084	NOS	01
72	6 Seater Dinning Table - 600085	NOS	100
73	Indian Cooking Range - 600089	NOS	01
74	Single Stock Pot - 600090	NOS	03
75	Jumbo Stock Pot Burner - 600091	NOS	01
76	Dosa Batter Table - 600092	NOS	01
77	Dosa Plate - 600093	NOS	01
78	Hot Plate for Dosa - 600094	NOS	01
79	Shallow Fryer with MS Kadai - 600095	NOS	01
80	Rice Steam Cooker (120 Ltrs) - 600096	NOS	01
81	Rice Steam Cooker (100 Ltrs) - 600097	NOS	01
82	Multi Purpose Steam Cooker - 600098	NOS	01
83	Work Table for Idly - 600099	NOS	01
84	Work Table (48" X 24" X 34"+18"+12") - 600100	NOS	01
85	Work Table (60" X 24" X 34"+18"+12") - 600101	NOS	01

86	Work Table (72" X 24" X 34"+18"+12") - 600102	NOS	03
87	Dish Landing Table with Chute - 600103	NOS	01
88	Clean Dish Table (36" X 24" X 34") - 600104	NOS	01
89	SS Food Warmer with Four Containers - 600105	NOS	01
90	SS Food Warmer with GN Pins, Three Sides Covered - 600106	NOS	02
91	SS Idly Box - 600107	NOS	01
92	SS Work Table (Under Shelves + Overhead Shelves)	NOS	01
93	SS Garbage Bin - 600109	NOS	04
94	SS Work Table (Under Shelves + Overhead Shelves)	NOS	02
95	SS Work Table with Sink - 600111	NOS	03
96	Loading Table with Sink - 600112	NOS	01
97	SS Three Sink Unit - 600113	NOS	01
98	Plate Counter Three Sides Covered - 600114	NOS	01
99	Steam Boiler - 600115	NOS	01
100	Dough/Atta Kneading Machine - 600118	NOS	01
101	Pulverizer - 600119	NOS	01
102	Vegetable Cutter with Blades - 600120	NOS	02
103	3 Door Under Counter Refrigerator - 600122	NOS	01
104	4 Door Vertical Refrigerator - 600123	NOS	02
105	SS Racks 5 Shelves - 600124	NOS	23
106	SS Folding Table (4' x 11/2') - 600127	NOS	03
107	Steel Cups - 600128	NOS	730
108	Dinner Set (33 Pieces) - 600129	SET	03
109	Kitchen Vessels Stand - 600130	NOS	02
110	Napkin Holder - 600135	NOS	03
111	Snack Warmer - 600137	NOS	06
112	Antiskid Tray - 600139	NOS	04
113	Tiffin Ranger - 600141	NOS	01
114	Cheff Dish - 600142	NOS	06
115	Milk Sugar Pot - 600143	NOS	01
116	China Tray - 600144	NOS	01
117	PC Sugar Sacket - 600145	NOS	02
118	Sugar Tong Mini - 600146	NOS	01
119	Acrelic Name Stand - 600148	NOS	06
120	Coffee Pot - 600149	NOS	02
121	Rice Serving Spoons - 600151	NOS	01
122	Balen for Bakery - 600155	NOS	01
123	Cup Cake Moulds - 600156	NOS	67
124	Tea Flask - 600159	NOS	05
125	SS Dosa Palta Small - 600160	NOS	06
126	Alu Bhogana 100 ltrs - 600161	NOS	03
127	Alu Bhogana 50 ltrs - 600162	NOS	03
128	Heavy Duty Mixer Grinder - 600163	NOS	01
129	SINGLE BURNER STOVE - 600263	NOS	01
130	GAS PIPE - 600176	NOS	28
131	Lighter for LPG Stove - 600166	NOS	04

132	SS Trolley Two Tier - 600167	NOS	05
133	SS Trolley three Tier - 600168	NOS	04
134	SNACK PLATES PLASTIC - 600170	NOS	600
135	Stainless Steel Water Glass - 600171	NOS	988
136	Ceramic Full Plate 10' - 600172	NOS	600
137	Ceramic Quarter Plate 7' - 600173	NOS	582
138	Cup Hw Big (Goldine With Logo) - 600174	NOS	23
139	Saucer Hw Big Golden Line With Logo	NOS	33
140	Biscuit Tray Bakery - 600177	NOS	23
141	Bread Mould Bakery - 600178	NOS	40
142	Bread Slicer Bakery - 600179	NOS	01
143	Spiral Mixer Bakery - 600180	NOS	01
144	Rotary Oven Bakery - 600181	NOS	01
145	Bajji Kadai - 600183	NOS	01
146	Ss Tavera Cup / Dosa Cup - 600184	NOS	04
147	Scissore	NOS	03
148	Ss Carrier Big - 600186	NOS	01
149	Ss Carrier Small - 600187	NOS	01
150	Ss Utensils Pototo Smasher - 600188	NOS	03
151	Conical Strainer - 600189	NOS	01
152	Gi Oil Vadi - 600190	NOS	02
153	Grater - 600191	NOS	01
154	Ss Kuruppi 1 Medium - 600192	NOS	01
155	Ss Kuruppi 2 Small - 600193	NOS	02
156	Ms Sattuvam - 600194	NOS	01
157	Borosil Glass - 600195	NOS	06
158	Preethi Mixie Xpro Duo - 600197	PCS	01
159	Coconut Scrapper - 600198	NOS	01
160	Pc Coaster - 600199	NOS	24
161	Lemon Squazer S - 600200	NOS	06
162	Opener - 600201	NOS	02
163	Egg Whisk Big - 600202	NOS	03
164	Peeler Big - 600203	NOS	04
165	Therometer - 600204	NOS	01
166	Carving Knife 1 - 600205	NOS	02
167	Fulka Bat - 600206	NOS	03
168	Ss Drum - 600207	KGS	10
169	Cutting Board - 600208	NOS	04
170	Ss Oil Jara Big 1 - 600209	NOS	01
171	Ss Oil Jara Small - 600210	NOS	01
172	Ss Oil Jara Big 2 - 600217	NOS	02
173	Ss Bowl Big - 600212	NOS	254
174	Brass Utensils Kgs - 600213	KGS	01
175	Chef Knife - 600218	NOS	02
176	Small Spoons - 600219	NOS	36
177	Wet Grinder 20 Ltr - 600221	NOS	02

178	Digital Weighing Machine 30kg - 600222	NOS	01
179	Cake Mould - 600225	NOS	03
180	Gas Regulator 25mm - 600226	NOS	05
181	Copper Pipe - 600228	NOS	10
182	Chapathi Making Machine Hd Fully Automated - 600234	NOS	01
183	Pallete Knife 8" Sr 46 - 600245	PCS	02
184	Pellete Knife 8" - Sr 46	NOS	02
185	Melamine Round Dinner Plate - Lissome	NOS	650
186	Melamine Round Quarter Plate - Lissome	NOS	650
187	Melamine Round Veg Bowl 4" - 600249	NOS	650
188	Melamine Soup Spoon - 600250	NOS	650
189	Melamine Round Serving Bowl With Lid And Spoon - 600251	NOS	100
190	Melamine Serving Bowl Medium - 600252	NOS	100
191	Melamine Serving Bowl Medium 10" - 600288	NOS	110
192	Lpg Regulator Tube 1/2"X 1/2" - 600258	NOS	05
193	Gas Burner 60mm - 600259	SET	02
194	Gas Burner 40mm - 600260	SET	03
195	Gas Burner 22mm - 600261	SET	02
196	Brass Gate Valve 15mm - Gas Line - 600257	NOS	10
197	Tea Tray (Old Code -800014)	NOS	02
198	Service Tea Tray Prises	NOS	02
199	Melamine Plates Without Logo	NOS	48
200	Melamine Cups	NOS	43
201	Service Pvc Tray	NOS	05
202	Ceramic Tea Cups & Spoon	NOS	16
203	Menu Stand 12"	NOS	06
204	Hut Shape Menu Stand 6"	NOS	12
205	Gas Regulator	NOS	01
206	Steam Line Connection With Accessories	SET	01
207	Lp Gas Lining Connection With Accessories	SET	01
208	Supply & Installation Of 60mm Thick Puf Panel Cold Storage Room 12ft X 16ft X 10ft, Temp:2 Deg To 8 Deg - 600285	NOS	01
209	Weighing Scale 30kg - 600286	NOS	01
210	Weighing Scale 150kg - 600287	NOS	02
211	Ss Casserole 1500ml - Pigeon	NOS	110
212	Ss Casserole 2500ml - Pigeon	NOS	110

SELECT BRANDED FOOD ITEMS TO BE USED

Name of the ingredient	Brands Permitted to be used for Cooking
1. RICE	
2. ATTA/ WHEAT	Aashirvad/ Pillsbury/ Annapurna
3. MAIDA	Rockfort/ Naga
4. SALT	Tata / Anna Purna/ Nature Fresh/ Kristal for all purposes
5. BUTTER	Amul
6. JAM	Kissan / Fruitoman Jam
7. OIL	Sundrop, Nature Fresh, Godrej, Saffola, Gold winner, Mr. Gold Rice bran oil, Kera Fed Coconut Oil
8. ICE CREAM	Arun/Amul/ Kwaliti walls (in different flavours)
9. MILK	Heritage/Tirumala milk alone should be used for all purposes (higher fat content)
10. TEA	Brook Bond, Lipton, Tata, Chakra Gold
11. COFFEE	Nescafe/ Bru/ Green label
12. KETCHUP	Maggi/ Kissan
13. GHEE	
14. PICKLE	Priya/ Mothers /Ruchi/ Sakthi/ Aachi/Eastern
15. BREAD	Any Standard Brand
16. CHIPS	Potato
17. DAL	Good quality, clean, fresh and stone/ dust free any standard Brand
18. PAPAD	Large size
19. CHICKEN	Suguna, Vendrop, Godrej (any good quality of chicken)
20. CURD	Heritage Milk (3% Fat undiluted milk)

(This **Appendix** should be uploaded with Technical Bid with signature)

MODEL FEEDBACK FORM TO BE COLLECTED FROM MESS COMMITTEE FOR PERFORMANCE EVALUATION OF CATERERS

1. As per **serial Number**, monthly bill amount will be disbursed based on monthly Performance Review by Mess Committee based on students and Teachers remarks.

S. No.	Questionnaire	Score (Each Criteria shall have a Maximum of 05 Marks)	
1.	Quality of Raw Materials, Vegetables etc.		
2.	Quality& Quantity of Food Serve		
3.	Cleanliness and Hygiene		
4.	Catering Service		
5.	Punctuality		
Total			
Average Score for S. No 1 to 5			

Scale: 5-Very Good; 4-Good; 3-Average; 2-Bad; 1-Very Bad. **Maxm Marks** (for all above): **25 Average Feedback Score =Total Score by Feedback giving Students/No of Students**

Based on the Average Score obtained in Students Feedback as above, following deductions shall be done in the 25% of the monthly bill amount to be settled to the Caterers.

S. No.	Average Score	Deductions from the 25% of the monthly bill amount
1.	20 – 25 (80-100% Satisfaction)	Nil
2.	15 – 19 (60-76% Satisfaction)	20%
3.	10 – 14 (71.4-56% Satisfaction)	40%
4.	Below 10	60%

Note:- 1. The Score calculation is based on the weighted Average of Mess Committee Score (20%) and assessment of 20 randomly chosen diners of the respective mess (80%).

2. These two-scoring process are carried independently preferably between 25th and 30th of the respective month or as may be decided by the Licensor.

3. Final score and the deduction based on the final score will be recommended as per the existing procedure by 3rd of the subsequent month.

I / We agree to the above terms and conditions.

Place: Signature of the bidder with Name and seal

Date: Name

Designation

Seal

**GENERAL FORMAT FOR PERFORMANCE CERTIFICATION TO BE OBTAINED
FROM CLIENTS IN RESPECT OF ONGOING CONTRACTS:**
(TO BE UPLOADED WITH APPENDIX B IN GeM FROM AT LEAST THREE INSTITUTES)

1. Name of the client Organization:
2. Address:
3. Name and Designation of the Official furnishing this certification: Contact Number and Mail ID of the official furnishing this certification:
4. Period of the Contract and Number of dinners:
5. Daily Rate (Per Dinner Per day rate):
6. Is the menu provided Vegetarian or Non-Vegetarian: Please tick numerical–five marks being the maximum score

	1	2	3	4	5	Remarks/ Justification
Is the service of the catering contractor is prompt/punctual and as required by the Administration?						
Are the kitchen workers are skilful and well-mannered to the students/dinners?						
Is Compliance to Statutory obligations such as PF, ESI remittance by catering contract, prompt?						
Were there any removals of any of the kitchen / me staff on the ground of indiscipline, negligence, criminal charges, mishap etc.,						
Quality of food served						
Quantity of food served						
Any record of accidents/ mishap						
Health, hygiene and proper cleanliness and any service disruption						
Any complaints from students / dinners regarding poor service						
Whether the staff /Supervisor is proficient in their respective work						
Total Marks scored by the caterer						

Do you recommend this Caterer to our school:

Signature:

Name: Designation

Seal of the organization:

CONTRACT AGREEMENT

1. THIS DEED OF AGREEMENT is made on the day of between the Administrative Officer, Sainik School Kalikiri, hereinafter referred to as the “**LICENSOR**” which expression shall wherever the context so admits or permits, mean and include its executors, administrators, successors-in-interest and assigns, as ONE PART and (name & address), aged about _____ years hereinafter referred to as the “**CATERER**”, which expression shall wherever the context so admits or permits, mean and include their heirs, executors, administrators, legal representative and assigns, as OTHER PART.

2. Whereas the Licensor acts as a facilitator to provide various facilities to the students (300–700) dining in “SSKAL Messes” with various Indian/Continental Menu (North/South Indian/Veg/Non Veg/ Andhra/ Kerala Menu etc) And, Whereas the Licensor invited tender for outsourcing of catering facilities, at the messes, whereas the Caterer had submitted their tenders on _____. The Tender evaluation committee of the Licensor had finalized tender and held discussions with the Caterer subsequently. Whereas the Licensor scrutinized their quotation and negotiated on various terms and conditions and appointed the Caterer to provide catering services for a period of two years from _____ to _____. The terms and conditions mentioned hereinafter, it is hereby confirmed as having been agreed to between the respective parties as under:

- (a) The Caterer shall prepare the food at Mess and serve in the Students Dining Halls of SSKAL Messes.
- (b) The scope of services to be provided by the Caterer shall be as under:
 - (i) Procurement and storage of branded/ standard quality ingredients required for preparation of food items.
 - (ii) Deployment of requisite number of Supervisors, Cooks, Servers, Cleaners, Helpers etc. for preparing and serving of food and should get proper license Labour Law from Chittoor zone.
 - (iii) Preparation and serving of hot beverages (coffee, tea, milk), Breakfast, Lunch, morning & evening Snacks, Dinner etc. as per the menu provided by the school from prescribed combinations in **Appendix ‘E’ (Refer tender document)** for Boys & Girls and as per the modification to be made by the Licensor from time to time.
 - (iv) Preparation of Special meals for any important guests/events as per the menu and rates prescribed by the Licensor.
 - (v) Any other catering services for special events as may be intimated by the Licensor/authorized representatives from time to time.
 - (vi) Some items mentioned like gravy, chapati etc are limited. However, some items such as dal, rice etc are unlimited.
 - (vii) All other services as mentioned in PART-II of the tender.

3. That the Licensor shall provide to Messes, **Kitchen Equipments, Vessels & Furniture/Electrical fittings**, water Pipes & Taps etc as in **Appendix ‘F’**. Where the Caterer is in need of additional things over & above said Appendix of this agreement, the Caterer shall buy them at his own cost. It is the responsibility of the Caterer to keep said things supplied by the Licensor in good condition throughout the currency of the agreement by carrying out the repairs & maintenance, if required, at the risk and costs of the Caterer. Things supplied by the Licensor shall have to be returned in good condition, subject to the allowable wear & tear, to the Licensor at the time of closure/termination of this

agreement. Any shortage or damage/breakage or loss/ theft to said things, shall have to be set right/replenished by the Caterer.

4. The caterer shall be required to furnish an interest free Security Deposit of INR **5,00,000 (Rupees five lakh only)**. Caterer failing to honour any of their commitments under the agreement or in respect of any amount due from Caterer to the school-appropriate amount will be deducted from the security deposit. The guarantee amount shall be payable without demand to the Institute and without any condition whatsoever. **Said security deposit** which shall be refunded after the expiry of agreement or termination of contract and after adjusting applicable deductions, if any.

5. That the Caterer shall give utmost attention to provide wholesome quality dishes and render Good/acceptable services, besides maintaining punctuality and hygiene in services, which is of paramount importance. Caterer shall ensure quality/hygiene food and provide satisfactory/acceptable services without giving any room for complaint from diners.

6. That the Caterer shall provide **catering services as per the weekly Menu given by the school from combinations and at the Timings as in PART-VIII (S No 78) or advised by the Licensor** from time to time which is at the sole discretion of the Licensor.

7. That the Caterer shall prepare food items in a hygienic atmosphere. Qualified & trained staff shall be available to supervise cooking, serving, dish washing and general housekeeping. The Licensor reserves the right of inspection relating to quality and service at any given point of time who shall also be sole judge about the dining services. The Licensor also reserves the right to **appoint a Committee/Squad** comprising of Students, Officers, Faculty, Matron & Staff. Faculty to inspect the quality of materials used for cooking, quality of food prepared and served, the cleanliness of mess and its surroundings. In the event of the quality of food served being poor or not adhering to contractual conditions, the committee shall be free to impose penalty as deemed fit on the Caterer and as per penalty clause detailed in **Penalty PART-VIII (98)**. Such penalty shall be adjusted against the 75% payments due to the Caterer. Licensor reserves the right to send the food samples to the Govt. approved food testing laboratories for conducting Microbiological tests.

8. That the Mess Caterer shall provide catering services as per the basic daily menu (Breakfast, Lunch, morning & evening snacks, tea/coffee and Dinner) to be served by the caterer as per **Appendix 'E' (Refer Tender document)**. The Licensor reserves the right to modify the menu and revise the same at its discretion in consultation with the Caterer to suit the availability of seasonal vegetables and their market supply. That the Licensor reserves the right to **direct the caterer to switch over from one menu** to other menu or one catering premises to other catering premises without assigning any reason during currency of the contract.

9. That the Caterer shall be responsible for the arrangements of **gas refills in the cylinders provided by the school at his costs/liability**.

10. The Licensor shall provide electricity and water which should be used judiciously. In case of unavoidable disruption in water supplies such as pipe line breakage and problems related to pumping of water in pumping station etc., the Caterer has to make his/her own arrangements at his/her cost for availability of water. **That the Caterer shall pay a nominal license fee of Rs.1,000/-per month, maintenance charges Rs.6,000/- and overhead charges Rs.3000/-per month per mess for the premises.** Electricity charges for kitchen, store room, rest room, dining area and the wash area shall be paid by the Caterer as per meter readings at [APSPDCL](#) commercial tariff. Water charges shall be paid as per **water meter readings**.

11. The school will provide Mess Manager at school own cost, however, the Caterer shall engage sufficient number of competent & experienced Employees (i.e. Supervisor knowing English/Hindi, Cooks knowing multi-cuisine, Servers, Cleaners, Helpers etc.) for running the Dining Hall services. Mess supervisor must be available in the mess running time. Expenses on account of payment of Salary/ Wages/ Food/ Uniform / Personal Protective Equipment and other benefits including statutory payments like PF, ESI / Group Insurance coverage, Holiday wages, Gratuity, Bonus, etc., to the employees engaged by the Caterer shall be borne by the Caterer himself and not by SSKAL except Mess Manager. The Caterer shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time. The employee of caterer shall abide all rules of Mess Manager also.

12. The Caterer shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments. It is agreed that there is no employer-employee relationship between the Licensor and the Caterers' employees in anyway, whatsoever and the Caterer has to carry out their business as an independent Caterer. M/s _____ shall be an independent entity and not employee of the Licensor. The employees employed by M/s _____ shall are solely responsible for the acts of commission or omission of its employees.

13. It is the Caterers' sole responsibility to comply with various statutory and non- statutory obligations such as Labour License (under Contract Labour Regulation and Abolition Act, 1970 and Prohibition of Child Labour Act 1996) and shall produce the same for verification and record within a month from the date of signing this contract failing which the contract is liable to be terminated. The other statutory obligations arising from Prevention of Food Adulteration Act, Public Health Act, Payment of Minimum Wages Act, Workman Compensation Act, Employees Provident Fund Act, Employees State Insurance Corporation Act, Services Tax Act, Payment of Bonus Act, Andhra Industrial Establishment, (National Festival Holidays) Act 1958 and the Rules framed thereunder or any other Laws and Rules as may be applicable from time to time etc., have to be fully complied with and furnish proof for such compliance to the Licensor every month or at such intervals as may be called upon by the Licensor. The compliance with the stated statutory obligations falls within the scope of the Caterer. The meeting of all statutory and non-statutory benefits/obligations shall be the scope of the Caterer and the Licensor is indemnified from any action being brought against the Licensor for non-compliance by the Caterer. The caterer should submit Mess employees PF and other statutory payment copies along with next month mess bill.

14. Staff strength in each category of Mess workers viz. Supervisors, Cooks, Asst. Cooks, Servers, Helpers, Cleaners etc. deployed by the caterer should be optimum and finalized in consultation with SSKAL (**PART-VIII**); SSKAL reserves right to order additional staff if services are found inadequate. For additional strength of students in any dining hall, minimum staff has to be increased proportionately. Mobile phone numbers of Supervisors should be displayed in dining hall. Copy of said list also should also be furnished to the Licensor.

15. The employees of the **Caterer cannot reside in the place of work** except to the extent necessary for their duty in respect of the functioning of the dining facility. Necessary permission in writing should be obtained by the Caterer for same. Separate accommodation will be provided to employees for staying.

16. To avoid transmission of COVID-19 staff employed may have to also stay inside in accommodation provided by the school depending upon the discretion of the school. The staff is also required to undergo quarantine as per the rules mentioned by the school from time to time. Hence, caterer should cater for adequate manpower keeping this in mind. In case of any issue, caterer should approach Administrative Officer immediately otherwise heavy penalties will be levied or contract may be terminated.

17. That the caterer shall issue uniforms for all the staff employed by him and shall provide an identification badge embossing name of such staff. The cost of providing uniforms dress and laundry charges for the same shall be within the responsibility and scope of work of the Caterer.

18. The Caterer shall employ such personnel who are **medically fit** and above the age of 18 only. The licensor has the right to direct the Caterer to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit.

19. The Caterer should ensure that the employees are free from communicable diseases. **Medical certificates** to this effect should be available for inspection by the authorities. If any mess workers are found medically unfit, he/she may not be given permission to continue his/her duties and mess contractor has to replace him/her immediately without fail. Medically unfit workers shall not be engaged by the caterer. The Licensor will not be liable for any medical attention, injury / loss of life of the persons engaged by the Caterer in the preparation, transportation of the food items. The Caterer shall be responsible for providing at his own expense for all precautions to prevent such loss or damage. A suitable insurance coverage for the staff of caterer shall be arranged by the Caterer at their cost towards compensation of any loss to their workmen as per legal provisions.

20. The Caterer is required to maintain **details of all his/her employees**. The name of the employee/mess worker, age, designation, nature of work performed and their photographs shall be submitted to the Licensor in the prescribed format. In Girls Mess, **no male workers** should be employed for serving purpose. The caterer shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / **police case**/previous history of misbehaving with the diners. Storage/consumption of any alcoholic drink/liquor by the worker is strictly prohibited. Smoking/consuming tobacco etc., are also prohibited in hostel/mess premises.

21. The Caterer shall be responsible for the **proper conduct and behaviour of the employees** engaged. The Caterer along with his/her workers has to behave politely with the diners. If it is found that any worker has misbehaved with any of the diners/hostel staff, he/she has to take remedial action as suggested by the licensor. The Caterer shall not employ any mess worker whose track record is not good. He should not have involved in any crime / offence / police case / previous history of misbehaving with the diners.

22. The Caterer's employees shall maintain good discipline and relationship within the Licensor's campus. In the event of any complaint or commission of an act of misconduct by the employees of the Caterer, the Caterer shall take prompt action, including removing the said employee from the dining facility. The Caterer shall deal with all disputes relating to their employees without involving the Licensor. Any act by the Caterer or its employees bringing disrepute to the Licensor shall warrant for automatic cancellation of the contract. The decision of the Licensor in this regard is final and binding on the Caterer.

23. That any employee deployed by the Caterer in the premises becomes liable for **suspension or dismissal** by the Licensor due to his actions, disobedience or misconduct, the caterer shall accept the decision of the Licensor as final and shall abide by such decision. In such an event, the Licensor shall not in any way be liable for any claim made by the concerned employee of the caterer for wages or damages and the caterer shall keep the Licensor's authorities indemnified.

24. Liability / responsibility in case of any accident-causing injury / death to mess worker/s or any of his staff shall solely belong to the Caterer. The Licensor shall not be responsible by any means in such cases. The Caterer shall be responsible for providing, at his own expense, for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

25. That the Caterer shall be responsible **for housekeeping, cleanliness and hygienic maintenance** of the dining hall, including serving with gloves, washing and cleaning of kitchen area on daily basis. The Caterer is also responsible for proper disposal of all waste without bringing any environmental hazards. The Caterer is responsible for maintaining the cleanliness of the surrounding of the fencing area around the mess. The mess utensils are to be cleaned with warm water, detergent powder/soap of approved quality after every meal otherwise penalty clause will apply.

26. That the Caterer shall be responsible in case of **incidences of food poisoning** and shall bear the complete expenditure arise out of any medical treatment of the hostel inmates. In addition, penalty may be imposed on the caterer as decided by the SSKAL for such incidences. Since the services include food and eatable, the provisions of Prevention of Food Adulteration Act, 1954 are binding on the Caterer.

27. During vacation, messes will remain closed. However, if there are students staying back, the Caterer shall provide service to students staying in the hostel. During vacation time if the student's strength falls below a certain number, the rate at which the catering services to be provided to the students will be decided jointly. The Licensor will give prior information on the actual strength during vacation. A vacation mess shall be provided by the Caterer. However, the right to award the contract for the vacation mess lies with the Licensor who shall decide the Caterer for the vacation period.

28. During regular working days if any students is absent for more than 2 days in a billing cycle either on official assignment or under medical grounds he will be eligible for reduction @ "N-2" where "N" is the number of days the students is absent.

29. The Caterer shall provide food as per the recommendations of the medical officer to the Sick Students during his / her sickness period and no extra charge will be paid for the same. Subject to the prescription of the medical officer sick students shall be provided with kanji/bread/milk as per requirement.

30. The food, raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, Hygienic and edible. **No cooked food shall be stored / preserved after meals.** All perishable items like milk, bread, vegetables, chicken etc. have to be procured on daily basis. Not following Licensor's suggestions/instruction in such matters shall be considered as violation of terms and conditions of agreement and shall invite penalty for the same. The Caterer shall use only branded and best quality raw materials for preparing the food. List of Brands or products given by the Licensor in **Appendix 'G' (Refer tender document)** have to be strictly followed. Vegetables used should be fresh and of good quality and it can be stored in the cold storage facility provided by the school to keep it fresh. Rice of good quality, well cleaned, de-stoned should be used. Standard brand Toor/ Urad Daal / Pulses/ Grams/ Spices are only to be used for cooking. The caterer should procure the required provisions from standard shops. **Milk should be of Amul/Heritage/equivalent** brand. Rice should be cooked properly. Chapatti should be baked properly with the help of Chapati making machine and it should be soft. For preparation of curry (i.e., Sabji) each day, the vegetables must be changed. Potatoes mixed with vegetables should not exceed 20%. Fruit served should be of good quality.

31. The Caterer or the supervisor representing on his behalf is required to remain present in the mess when the food is served.

32. The committee consisting of appointed students, faculty, Officers & staff will check all materials brought to the mess, cooking, serving, Cleaning & waste disposals. In the event of the quality of food served being poor or not adhering to contractual conditions, the Licensor will be free to impose penalty as deemed fit on the Caterer and as per penalty clause.

33. The daily rate for the Common Menu from to will be INR inclusive of all taxes for the Messes. The rate finalized and agreed upon by the caterer shall remain unchanged for the agreement period. Monthly payment to the caterer will be made by the SSKAL after submission of actual mess bill with statements, taxes paid for the said period, proof towards payment of statutory obligations like Wages, ESI and EPF etc to the employees through the Bank. That the caterer shall be paid with an **all-inclusive daily rate of Rs. INR (Rupees) per day per student in respect of all Mess Diners**. The rate at which the caterer is paid is for the basic menu as per **Appendix 'E'** of Tender document. The daily rate includes fuel cost, procurement cost of rice/ provisions/ vegetables/ milk and all other ingredients of good quality. Further the rate shall be inclusive of loading and unloading, transportation, storage at dining hall premises, all statutory duties, levies, and taxes including Service Tax for which no additional cost is payable or reimbursable by the Licensor. The Caterer shall also furnish a certificate in every Mess bill to the effect of stating that amount claimed is inclusive of GST, levies etc and dispute, if any arises on that score, will be settled amicably between the Caterer and the GST/Authorities concerned without involving the Licensor as a party to the dispute. During the currency of the contract if there are any revision in any of the statutory levies then it is the responsibility of the Caterer to adhere to the new regulations without approaching the Licensor for revision of rates. Further, rates for basic menu & extra items for Mess shall remain firm for this contract period of One years. No escalation of price whatsoever would be allowed during the pendency of the contract. The guests and visitors shall be charged at mutually agreed rate, only if separate menu is given.

34. The Caterer shall submit the mess **bill every month on or before 7th** of subsequent month. Upon the submission of the said bill, 75% of the net amount i.e., after deducting the amount towards rent, electricity, water charges and TDS etc., will be paid within fifteen days from the date of receipt of the mess bill. The remaining 25% of the monthly bill amount will be disbursed based on the evaluation (**Appendix 'H'**) by the Mess Committee. The school will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or a part thereof, the caterer shall not be entitled to any interest.

35. The Licensor reserves the right to carry out **Post-payment Audit of final bills** including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However, no such recovery shall be enforced after three years of passing of the final bill.

36. **PENALTY CLAUSE:** Failure to supply food in terms of quality, quantity and as per the combinations indicated in **Appendix E** will attract penalty. For not adhering to contractual term & conditions, the SSKAL shall be free to impose penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer. **PENALTIES are specified in PART-VIII (98).**

37. It will be the sole responsibility of the Caterer alone to execute the entire contract on his own. The Caterer shall not assign / transfer the contract to any other person or persons and shall not sublet/ assign any of the services to the other parties.

38. **No amendment of any portion of this agreement** shall be valid or binding upon the parties thereto unless the same is approved in writing by the authorized representative of each of the parties.

39. The Licensor reserves the right to review and modify the terms and conditions based on necessity with the consent of the Caterer.

40. **Period of the Contract:** The selected contractors shall provide catering service for a period of one year as per terms & conditions in **PART-I**. The contract may be extended for further period **on year to year basis** not exceeding two years subject to the satisfactory performance, on the existing or mutually agreed to terms & conditions.

41. **Termination of Contract:** Notwithstanding anything contained in the terms and conditions, the SSKAL shall be at liberty to **terminate the contract** by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the caterer may terminate his/her contract by giving 60 days clear notice ending with the expiry of the month of contract. In this case he/she will be debarred for participating in further mess tender process of SSKAL Hostels for 3 years. Subsequent to his/her termination notice 50% of the one-month rent will be charged / deducted from the caterer and penalty of Minimum of Rs.20,000/- and maximum of Rs.1 lakh (including the cost of re-tendering) will be levied from his/her security deposit. That if the caterer fails to operate the contract or comply with any of the contractual obligations, SSKAL reserve the right to get the same done by another agency at the caterer's cost and risk apart from recovery of a penalty.

42. **Damage, loss and injury to Students/ Property:** The Caterer shall at his own expense reinstate and make good to the satisfaction of the Licensor for any injury, loss or damage occurred to any property of the Institution, Students, Staff/ Employees/ Workers of the school, the injury loss or damage arising out of or in any way in connection with the execution or purported execution under the contract.

43. The Caterer shall at his own expense reinstate and make good to the satisfaction of the Licensor for any injury, **loss or damage occurred to any property of the school, Students, Staff/ Employees/ Workers of the Institution**, the injury loss or damage arising out of or in any way in connection with the execution or purported execution under the contract. In case the Licensor be held liable for any loss, damage or compensation to third parties arising by the Caterer, such loss, damage or compensation shall be paid by the Caterer to the Licensor together with the costs incurred by the Licensor on any legal proceedings pertaining thereto otherwise, SSKAL will be entitled to recover such damage/loss out of the outstanding bills or from the Performance Security Deposit of the agency.

44. The Contractors shall **maintain all registers and records** in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Licensor from the consequences due to any inaccurate or faulty documentation on the part of the Caterer. The contractor shall maintain a **suggestion book** for recording of suggestions for improvement by the student/faculty. Such suggestions as have the approval of the committee should be forthwith acted upon. The suggestion book should be kept open for inspection of the Committee members.

45. All Necessary personal safety equipment as considered adequate shall be made available by the caterer for use by personnel employed on the site and maintained in a condition suitable for immediate use. The caterer shall take adequate steps to ensure proper use of equipment by those concerned. Special emphasis will be laid on **fire safety norms** and proper operation of electrical gadgets/ instruments and fire-fighting equipment etc. placed at the disposal of the hostel mess. The caterer shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurred. Liability/responsibility in case of any fire accident or any other accident-causing injury/death to mess workers / inmates or any of his staff shall be of the caterer. The SSKAL shall not be responsible in any means in such cases.

46. The Caterer shall not undertake **any alteration/addition in the premises** under any circumstances. The Caterer must take prior permission from the Licensor before making any modifications to the facilities existing on the date of handing over in the dining halls and kitchen or any place at the Licensor's campus.

47. That it is agreed between the parties that no interest whatsoever in premises has been assigned by the SSKAL to the contractor and the **possession of the premises will always that of the SSKAL**, even when the premises are in use or occupation of the caterer.

48. SSKAL reserves the right to review, modify, alter, add and delete any of the terms and conditions of the contract.

49. **Force Majeure Clause:** In the event of *force majeure*, either party to the agreement will be absolved of its responsibilities under this agreement subject to the condition that prevalence of such force majeure condition shall be brought to the notice of the other party within 24 hours of occurrence. Where the force majeure eventuality continues to prevail for a period of more than one week from the date of occurrence, the parties will consult each other and come to a decision about the continuation of the agreement.

50. **Jurisdiction:** In the event of the disputes, differences, claims and question arising between the parties hereto arising of this contract or anyway relating to any terms, conditions or provisions herein mentioned or validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to SOLE ARBITRATOR appointed by the Licensor. Such arbitration shall be held in accordance with the provision of Arbitration and Conciliation Act 1996, or re- enactment thereof for the time being in force and arbitration proceedings shall be held at Chittoor. All legal disputes shall be subject to the jurisdiction of s at Chittoor.

51. **Signing of contract:** Each contract document shall be signed by the Caterer with his usual signature. Contracts by a company shall be signed with name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that persons signing the contract documents on behalf of the company is duly authorized to do so, shall accompany the contract.

Apart from the above, all the terms and conditions detailed in the tender and the tender shall be deemed to the part of this contract agreement.

SIGNATURE OF LICENSOR SIGNATURE OF CATERER

Seal: Seal:

Date: Date:

Witness with Signature & Address

Witness with Signature & Address

1.

2.

FORMING PART OF THE AGREEMENT/CONTRACT:
TENDER, INTEGRITY PACT & AGREEMENT

Integrity Pact

To:
Principal
Sainik School Kalikiri

Sub: Submission of Bid for the Work of “Catering Services” at SSKAL.

Dear Sir,

I/We acknowledge that SSKAL, Chittoor is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that Notice Inviting Tender (/SSKAL) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which, I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the SSKAL. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SSKAL, Chittoor. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SSKAL Chittoor shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender /bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the Bidder and Same signatory competent/authorized to sign the relevant Contract on behalf of Sainik School Kalikiri.

INTEGRITY AGREEMENT

This Integrity Agreement is made at Kalikiri on this day of 2021.

BETWEEN

Sainik School Kalikiri represented through the Administrative Officer (hereinafter referred as the 'Principal/Owner' which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ (Name and Address of the Individual/firm/company-details of duly authorized signatory) through (hereinafter referred to as the "Bidder/Contractor" which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the **Tender (No.)** (hereinafter referred to as "Tender/Bid") and intends to award, contract for

_____ (Name of work) hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and Contractor (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the Parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner:

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender or the execution of the Contract, demand, take a promise for or accept, for self or this person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder (s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder (s) same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder (s) could obtain an advantage in relation to the Tender Process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s)/Contractor (s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Institute all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder (s)/Contractor (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

(a) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the tender process or during the execution of the Contract.

(b) The Bidder (s)/Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder (s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly (for the purpose of competition or personal gain), or pass on to others any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder (s)/Contractor (s) of foreign origin shall disclose names and address of agents/representatives in India, if any. Similarly, Bidder (s)/Contractor (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder (s)/Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder (s)/Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.**

5. The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Corrective Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder (s)/Contractor (s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

3. If the Bidder (s)/Contractor (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

4. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder (s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3 (1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

5. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in its regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

1. The Bidder (s)/Contractor (s) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-bidders.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the Bidder along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Bidder 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above unless it is discharged/determined by the Competent Authority, SSKAL.

Article 7: Previous Transgression:

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Institute i.e. Chittoor of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this pact turns out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will also subsists and has precedence besides Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, Name and Address)

2. (Signature, Name and Address)

Place:

Date: