# BID DOCUMENT

**FOR RUNNING A CANTEEN & CATERING SERVICE ON 4TH FLOOR, SHIKSHA SADAN, SECTOR 5, PANCHKULA**

**STATE PROJECT DIRECTOR**

**HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD**

**SHIKSHA SADAN, 3RD FLOOR, SECTOR 5, PANCHKULA**

**TENDER DOCUMENT FOR**

*“RUNNING A CANTEEN & CATERING SERVICE ON 4TH FLOOR, SHIKSHA SADAN, SECTOR 5, PANCHKULA*

**Table of Contents**

Section-1 Notice Inviting Tender……………………………………………………….. 04 Section 2- Bid Submission Form …………………………………..……….…………...07 Section 3- Bidder's Profile …………………………………..…………….…………….09 Section 4- Certificate of Near Relatives………………………………..…………….…13 Section 5- Instructions to the Bidders ………………………………………………….. 14 Section 6- General Conditions of Contract (GCC) ………………………….………… 22 Section 7- Special Conditions of Contract (SCC) …………………………………….. 28 Section 8- Schedule of Works/Requirements ……………………………………… 30 Section 9- Price Schedule………………………………………………………….. ……35

Section 10 Forms

* 1. Bid Security Form…..……………………………...………………………37
  2. Form for Financial Capacity….………………………...………………. . 39
  3. Form of Articles of Agreement………….…………………...…………. 40
  4. Form of Performance Bank Guarantee………………………...…… 42

10.5 Letter of Authorization for attending Bid Opening………………..…… 45

**BRIEF INFORMATION ON BID DOCUMENT**

|  |  |
| --- | --- |
| Tender No. | No. 04/2016-17/HSSPP Dated 02 Nov. 2016 |
| Duration of Contract | One year from the date of agreement, which is extendable for another one term subject to satisfactory services |
| Last Date and time of submission | Upto 1100 hours of 17 November,2016 |
| Date of opening Technical Bid | At 1500 hours of 17 November,2016 |
| Date of opening of financial bids for technically qualified bidder | To be notified later |
| EMD | Rs.50,000/- (Fifty thousand only) in the form of crossed Demand Draft/Bank Guarantee in favour of **STATE PROJECT DIRECTOR,** HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5, Panchkula. |
| Cost of Tender Document | Rs.3,000/- (Rupees three thousand only) |
| Validity of Bid | 180 days |
| Total Number of pages of Tender Document | 45 pages |
| Address and Venue of submission of bids | State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector-5, Panchkula. |

**SECTION-1**

**(Notice Inviting Tender)**

### NOTICE INVITING TENDER

***Earnest Money Deposit: Rs.50,000- (Rupees Fifty Thousand only)***

***Tender Document Cost: Rs.3,000/- (Rupees three Thousand only)***

**GENERAL:-**

Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Panchkula invites sealed bids under two bid system from registered and authorized firms/agencies for running a canteen & catering service on 4th floor, Shiksha Sadan, Sector 5, Panchkula.

Sealed bidding documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender document should be addressed to the State Project Director, Haryana School Shiksha Pariyojna Parishad Panchkula latest by 11.00 A.M. on 17 November,2016.

The sealed bidding documents should be delivered in this office by the stipulated date and time. Tender Documents may be collected from the State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector 5, Panchkula on payment of Tender cost of Rs.3000/(Rupees Three Thousand only) through Bank Draft/Pay order in favour of State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector 5 Panchkula on any working day between 3.00 P.M. to 5.00 P.M.

The tender documents may also be downloaded from this office website <http://www.hsspp.in>. Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.3000/-(Rupees Three Thousand only) through Bank Draft/Pay Order along with the bidding documents and EMD.

The Technical bids shall be opened on 17 November,2016at 1500 Hours by the committee constituted by the State Project Director, Haryana, School Shiksha Pariyojna Parishad, Panchkula in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.

The competent authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Panchkula shall be final and binding.

**State Project Director**

**HSSPP, Shiksha Sadan**

**Sector 5, Panchkula**

**SECTION-2**

**BID SUBMISSION FORM**

### BID SUBMISSION FORM

*Date:*

**LETTER OF BID**

To

State Project Director,

Haryana School Shiksha Pariyojna Parishad,

3rd & 4th Floor, Shiksha Sadan,

Sector 5, Panchkula.

Ref: Invitation for Bid No. **TENDER NO. 04 / 2015 – 16 / HSSPP DATED 02 Nov.2015.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for running a canteen/catering service on 4th floor, Shiksha Sadan, Sector 5, Panchkula
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

*(To be printed on Bidder’s letterhead)*

**SECTION-3**

**BIDDER'S PROFILE**

#### General:

1. Name of the firm………………………………………………………………………………………….

* 1. Name of the authorized person submitting the Bid “Shri/ Smt………………………………………..

…………………………………………………………………………………………………………….

* 1. Designation of the authorized person submitting the Bid………………………………………………..

4. Address of the firm ..........................................................................................................

................................................................................................................

................................................................................................................

5. Tel no. with STD code (O)…...........………..……(Fax)……….......…………..(R)…..……............…….

1. Mobile No. of the person submitting the Bid..…………………………………………………………..

7. Registration & incorporation particulars of the firm:

1. Private Limited
2. Public Limited
3. Any other – Please specify……………………….

8. Name of Director(s)………………….…………………………………………………………………..…..

9. Email ID of Director (s)……………………………………………………………………………………... 10. Mobile Number of Director (s)………………………………………………………………………………

1. Bidder’s bank, its address and current account number ............……………………………………

……………………………………………

1. Permanent Income Tax number, Income Tax circle .………...................………………………

**(Please attach copies of income tax return for last three year)**…………………………………

13. Service Tax Number……………………………………………………………………………………

**(Please attach copies of Service Tax Registration Number)**

14. TIN Number………………………………………………………………………………………………

15. Particulars of EMD

1. Demand Draft / Bank Guarantee No………………………………..………………………….
2. Date………………………………..……………………………………………………………
3. Name of Bank………………………………..…………………………………………………

iv) Address of Bank………………………………..……………………………………………….

v) Validity of BG/DD………………………………..…………………………………………….

16. Particulars of Tender Fee

i) Demand Draft No. …………………………….………………………………..………………

ii) Date. …………….…………………………….………………………………..………………

iii) Name of Bank….. …………………………….………………………………..………………

iv Address of Bank. ..…………………………….………………………………..………………

17. Description of similar work of running a canteen & catering services executed during the last

three years (Please furnish copies of completion certificate from the Government Department /

Organization).

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.No. | Description  Work | of | Name of Govt. /Department / Organization | Start Date | Finish Date | Remarks |  |
|  |  | |  |  |  |  | |
|  |  | |  |  |  |  | |
|  |  | |  |  |  |  | |
|  |  | |  |  |  |  | |
|  |  | |  |  |  |  | |
|  |  | |  |  |  |  | |

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to run a canteen/catering service as per the directions given in the tender document/contract agreement.

**Place: Date:**

Signature of Bidder/Authorized signatory....................................... Name of the Bidder..........................................................................

Seal of the Bidder

## SECTION-4

**CERTIFICATE OF NEAR RELATIVES**

### CERTIFICATE

#### Certificate on Non-Participation of near Relatives in the tender

I , S/O , R/O

hereby certify that none of my relative(s) as defined in Section 6 of tender document is/are employed in Haryana School Shiksha Pariyojna Parishad as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, HSSPP office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

*Signed*

For and on behalf of the Bidder

Name (caps)

Position

*Date*

## SECTION-5

**INSTRUCTIONS TO THE BIDDERS**

### INSTRUCTIONS TO THE BIDDERS

#### GENERAL INSTRUCTIONS

* 1. For the Bidding / Tender Document Purposes, ‘The State Project Director, HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5, Panchkula’ shall be referred to as ‘Client’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’ and / or Bidder or interchangeably.

1.1. The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.

1.2 The sealed bidding documents should be delivered to STATE PROJECT DIRECTOR, HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5 Panchkula by the stipulated date and time. Tender Documents may be collected from the O/o STATE PROJECT DIRECTOR, HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5, Panchkula on payment of Tender Cost of Rs.3000/- (Rupees Three thousand only) through Bank Draft/Pay Order in favour of State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector 5, Panchkula on any working day between 3.00 pm to 5.00 pm.

1.3 The tender documents may also be downloaded from this office website **http://w.w.w.hsspp.in** (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs.3000/-(Rupees Three Thousand Only) through Bank Draft/Pay Order along-with the Bidding Documents and EMD

1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.

1.6 The parties to the Bid shall be the ‘Bidders’ (to whom the work has been awarded) and the Office of the State Project Director, HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5, Panchkula.

1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the State Project Director, HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD, Shiksha Sadan, Sector 5, Panchkula . The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

#### MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

1. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity dually registered. A proof for supporting the legal validity of the Bidder shall be submitted.
2. **Registration:** The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
3. **Clearance:** The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
4. **Experience**: The Bidder should have experience in the similar field of running canteen/catering services in the Government Departments / Public Sector (Central or State)/ Private Sector for the last three consecutive years. The bidder has to submit the relevant work experience certificates.

#### 2.1 Documents supporting the Minimum Eligibility Criteria

* + 1. In proof of having fully adhered to the minimum eligibility criteria at 2(a),

Attested copy of Certificates of Incorporation issued by the respective registrar of firms/companies.

* + 1. In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN Registration, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
    2. In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of Clearance Certificate (Last one year returns) from Sales/Service Tax Department, Income Tax Department shall be acceptable.
    3. In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs and large private companies shall be acceptable.

#### THE BID SECURITY MAY BE FORFEITED:

* + 1. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
    2. In case of successful bidder, if the bidder
       1. Fails to sign the contract in accordance with the terms of the tender document
       2. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
       3. Fails or refuses to honor his own quoted prices for the services or part thereof.
    3. Bidders making false or misleading representative submission in the forms and attachments submitted in proof of qualification requirement shall be debarred from further tendering and shall also be blacklisted in addition to disqualification for the work apart from forfeiture of earnest money deposit.

#### VALIDITY OF BIDS

* 1. 4.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.
  2. 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
  3. 4.3 The Client may request for extension for another period of 180 days, without any modifications and without giving any reasons thereof.

#### PREPARATION OF BIDS

**Language** : Bids and all accompanying documents shall be in English or in Hindi

**Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

1. Bid Submission Form **duly** signed and printed on Company’s letterhead **(**Section-2).
2. Bidder's profile with undertaking
3. Signed and Stamped on each page of the tender document.
4. All Forms, duly filled and signed and stamped
5. Earnest Money Deposit of Rs.50,000/-(Rupees Fifty thousand Only).
6. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as “Technical Bid for **Tender No. 04/2016-17/HSSPP Dated 02 November,2016**with the Name and address of the Bidder.

**Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document (Section 8). Then the financial bid should be kept in a separate sealed envelope, superscripted “**Financial Bid** for Tender No. **04/2016-17/HSSPP dated 02 November,2016**with the Name and address of the Bidder.

#### SUBMISSION OF BIDS

* 1. 6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so
     1. and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
  2. 6.2 The Bid shall be submitted not later than **1100 hours 17 Nov.2016** addressed to State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector 5, Panchkula.
  3. 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
  4. 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.

#### 6.5 Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

1. **BID OPENING PROCEDURE**
   1. 7.1 The Technical Bids shall be opened on 17 November, 2016 at 1500 hours by the Committee constituted by the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula in the presence of such bidders who may wish to be present or their representatives.
   2. 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
   3. 7.3 A letter of authorization shall be submitted by the Bidder’s representative before opening of the technical Bids and financial bids.
   4. 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
   5. 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
   6. 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
   7. 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
   8. 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
   9. 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
   10. 7.10 The bidder should enter the rates in words and figures. In the event of variation of rates in words and figures, the tender may be rejected or other the lower value/denominated shall be accepted/considered.
   11. 7.11 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining

unaltered.

#### RIGHT OF ACCEPTANCE:

8.1 The Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula in this regard shall be final and binding.

8.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder‘s bids liable for rejection.

8.3 The competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

8.4 The office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

#### 9. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’

9.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

9.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

9.3 The time taken between the date of issue of Letter of Acceptance (LoA) and Notice to Proceed shall not prevent the contractor to mobilize the man power.

#### 10. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

10.1 The Earnest Money Deposit of the unsuccessful bidders in the ***technical Bid evaluation stage*** shall be returned along with their unopened financial bids within seven (07) days after opening of the eligible financial Bids.

10.2 The Earnest money Deposit of the unsuccessful bidders in the ***financial bid evaluation stage*** shall be returned within seven (07) days, on award of contract to the Successful bidder

10.3 The Earnest money deposit of all the bidders shall be returned along with their un opened financial bids, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

## SECTION-6

**GENERAL CONDITIONS OF CONTRACT (GCC)**

1. **DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

|  |  |
| --- | --- |
| “Agreement” | The word “Agreement” and “Contract” has been used interchangeably. |
| "Contractor" | The word "Contractor" and the "Successful Bidder' has been used interchangeably. |
| Client | The work "Client" shall mean the Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula |
| Party | The word “party” means the Successful Bidder to whom the work of running a canteen in Shiksha Sadan been awarded the Client. |
| Running a Canteen/Catering | Running a Canteen & Catering services on 4th floor, Shiksha Sadan, Sector-5, Panchkula |
| Letter of Acceptance | Shall mean the intent of the Client to engage the successful bidder for running a Canteen/Catering in its canteen services. |
| Notice to Proceed | Shall mean the date at which the housekeeping services are to commence in Client’s premises |
| ‘Confidential Information’ | Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value. |
| Termination Date**”** | Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated. |
| Termination Notice | Shall mean the notice of Termination given by either Party to the other Party |

#### PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The successful bidder within fifteen days of the receipt of the letter of Acceptance shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank for a sum of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of State Project Director, Haryana School Shiksha Pariyojna Parishad, Shiksha Sadan, Sector 5, Panchkula. The Performance Bank Guarantee shall remain in force throughout the period of the Contract and shall be valid upto three months after expiry of period of the Contract..

2.2 Failure of the successful bidder to comply with the requirements of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client.

2.3 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined.

* + 1. If the contractor is called upon by the competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
    2. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

#### 3. NOTICE TO PROCEED

After the acceptance of the Letter of Acceptance and securing Performance Bank Guarantee from the successful bidder, Client shall issue the ‘Notice to proceed’, to the contractor authorizing him to commence running canteen & Cafeteria services on 4th floor of Shiksha Sadan on as at a place specified by the Client.

#### SIGNING OF CONTRACT AGREEMENT

The successful Bidder shall enter into contract and shall execute and sign the Contract

Agreement in accordance with the Articles of Agreement before commencement of the services.

Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

* 1. The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
  2. The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

#### SERVICES REQUIRED BY THE CLIENT

* 1. The Contractor shall be running a canteen & catering services in Client’s premises as per the details given in the tender document, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
  2. The Contractor shall provide canteen & catering services in the Client’s premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor’s obligations.

#### COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

6.1 Submission of Performance Bank Guarantee in accordance with **Clause 1 (Section-6).**

6.2 The Contractor shall commence running canteen and catering service in Client’s premises within 15 days from the date of receipt of Notice to Proceed as set out in **Clause 3 (Section 6)**

#### CONTRACTOR’S OBLIGATIONS

* 1. The Contractor shall provide canteen and catering services on 4th floor, Shiksha Sadan, Sector-5, Panchkula.
  2. The Contractor shall provide canteen and catering services through its uniformed and trained personnel and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.
  3. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted
  4. The Contractor shall cover its personnel under Insurance for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
  5. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
  6. The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
  7. The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
  8. The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

#### VALIDITY OF CONTRACT

The contract, if awarded, shall be for a period of one year from the date of issue of Notice to proceed to the Contractor. In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year is further extendable for another one year subject to satisfactory services at the sole discretion of the office of the Client.

#### PAYMENTS:

* 1. After selection of the Successful bidder as Contractor, a price schedule cost/price quoted at Price Section-9 shall be annexed to the Articles of Agreement.
  2. All payments for tea/snacks and lunch etc., for which order is placed by the client for Conference meeting etc. shall be made to the Contractor. The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all Endeavors to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
  3. The initial cost/price quoted by the Contractor shall be valid for the period of the contract i.e. initially for a period of one year. No price escalation shall be entertained by the Client during the period.

#### TERMINATION:

This Contract may be terminated forthwith by either party by giving written notice to the other if:

* 1. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within reasonable time from receiving notice of such breach; or
  2. The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
  3. In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.
  4. The Contractor goes bankrupt and becomes insolvent.

#### DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

* 1. Members of a Hindu Undivided Family.
  2. Their husband or wife.
  3. The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law)

#### INSOLVENCY

15.1 The competent authority of the office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

* 2. if the contractor being an individual or if firm, any partner in the contractors firm shall at anytime be adjudged insolvent or shall have receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any inconvenience an assignment of his efforts of enter into any arrangements or composition with his creditors on suspended payment of if the firm is dissolved with partnership act;
  3. or
     1. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
     2. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on re-purchased.

#### GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.

* 1. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Panchkula Haryana and the decision of the arbitrator shall be final and binding on the parties.
  2. **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Panchkula/Chandigarh.

## SECTION-7

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as set forth in Section 5 and General Conditions of the Contract (GCC) as set forth in Section 6.

#### 2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

**3. LABOUR LAW COMPLIANCES**

3.1The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

3.2All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract.

3.5 The Contractor shall submit periodical returns as may be specified from time to time.

#### OFFICIAL RECORDS:

4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in canteen located on fourth floor Shiksha Sadan.

4.2 The Contractor shall maintain a personal file in respect of all the staff who are deployed in Client’s premises. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) etc .

## SECTION-8

**SCHEDULE OF REQUIREMENTS**

In the Schedule of Requirements, the details of Running a Canteen & Catering Services to be provided by the Contractor and also other information, instruction of the Client and instruction to the Contractors employees working at the clients premises and all such other aspects of Contract are to be mentioned.

* The contractor shall ensure the canteen & catering service as defined in the tender document are provided in the client premises.
* The canteen shall be opened for catering from 8.00 am to 6.00 pm on all working days. The canteen will remain closed on Saturday & Sunday and other holiday. In case the canteen is to be opened on holidays and kept open beyond office hours, the Parishad has the option to direct the contractor to do so and permission to do so will be specific.
* In case it is found that the material used for cooking is inferior or under cooked or kitchen and dining hall are dirty or unhygienic or food waste and other waste material is not disposed off properly or services provided are not as per the standards of the Client, the Client shall be at liberty to treat the action of Contractor as breach of contract.
* The Contractor shall at his own cost provide vending machines for coffee, tea, soft drink, . make available and provide quality crockery, cutlery and glassware for use by the customers in the clients premises.
* The Contactor shall at his own cost shall provide, coffee/Tea/Soft drink vending machines, Hot case, Refrigerator, Deep freezer, Microwave, LPG with Gas stoves & Mixer, Juicer and digital weighing machine.
* The product range to be offered/ maintained shall be as per the Annexure-1. If the contractor wants to add any product, he may do so after permission of the State Project Director and after allotment of the tender.
* The contractor shall asses for himself the likely requirement of tea, lunch, snacks etc required for each day.
* The contractor shall use only reputed brand items for tea/beverages, refined oil, pluses etc.
* The contractor will display the approved list in the canteen premises.
* No Kerosene oil or Coal shall be used by the contractor in the canteen premises. All cooking shall be done on LPG commercial gas.
* The price quoted in section 9(Price Schedule) will be fixed and valid for the contract period.
* In case of food poisoning/contamination the contractor will be held solely responsible and he will bear all the expenses caused due to food poising to any person/persons.
* The contractor will be responsible for cleanliness of crockery, cutlery, cooking utensils, kitchen and dining areas. A very high standard of hygiene and cleanliness shall be observed in running of kitchen/cooking and connected services by the contactor.
* The contractor will be employ adequate number of staff in order to maintain efficient standard as desired by the Client.
* The contraction will get all his workers/cooks medically examined from approved Registered Medical Practitioner and cooks/worker working in Canteen should be free from communicable disease in addition to general medical fitness.
* The contractor shall ensure that all his workers of are in proper uniform and waiter on duty are in uniform with name plates.
* The disposal of waste shall be the responsible of the contractor.
* The Parishad reserves the right to take samples of the edible/raw material from the canteen for the purpose of inspection and testing with a view to maintain the quality.
* No person below 18 year of age shall be employed by the contractor for work in the canteen.
* None of the worker will be allowed to stay in the Shiksha Sadan during the night.
* The items/facilities as mentioned at **Annexure- II & III** shall be provided by the client to the contractor for utilization in the canteen on client’s premises free of cost.
* A canteen management committee will be nominated by the Parishad to inspect and ensure hygiene and proper services in the canteen.
* The Parishad has the right to search the contractors employees at any time while entering or going out of the Shiksha Sadan building.
* ***In case of deficiency in quality of service and hygiene is noted by the committee due to failure of contractor, the Parishad can impose a fine of Rs. 1000/- at first instance and subsequent lapse a fine of Rs 2500/- and for third instance a fine of Rs. 5000/- shall be imposed. If the lapse is repeated for the fourth time the bank guarantee shall be forfeited and the contract shall be terminated.***
* The contractor shall not sublet or lease/assign the contract or use the space for running the canteen and shall not allow anybody to reside in the premises and shall not use the same or part of it for keeping/stores/articles other than those required for running canteen.
* The contractor shall not be permitted to make any structural additional / alteration in the canteen premises.
* The contractor shall be responsible for all damages or losses to the Parishad property by the contractor or his staff and shall be liable to make good any such loss or damages.
* The Parishad will not be responsible for any loss or damages accruing to any goods, store or articles that may be kept by the Contractor in the Canteen , Kitchen, Store rooms including the premises of Shiksha Sadan.
* For termination of contract two months notice will be required from either party.
* The contractor shall indemnify the client against all losses, damages, compensation etc. under the provision of Haryana shops and essential act or modification if any and other law, issue relating or made herein under from time to time.

ANNEXURE-I

FOOD/BEVERAGES ITEMS TO BE PROVIDED IN THE CANTEEN

|  |  |  |
| --- | --- | --- |
| **Sr.No** | **Item / Beverages** | **Remarks** |
| a | Tea Brewed |  |
| b | Dip Tea |  |
| c | Samosa |  |
| d | Bread Pakoda |  |
| e | Filter Coffee |  |
| f | Coffee Espresso |  |
| g | Cold coffee |  |
| h | Berfi Khoya |  |
| i | Berfi Besan |  |
| j | Resgula/Gulaab Jaamun |  |
| k | Kachori |  |
| l | Peeni |  |
| m | Mathi |  |
| n | Patties |  |
| o | Hot dog/Burger |  |
| p | Omlette |  |
| q | Veg Sandwich |  |
| r | Veg Soup |  |
| s | Tomato Soup |  |
| t | Fresh fruit |  |
| u | Lassi Mithi |  |
| v | Lassi Namkeen |  |
| w | Cold Drinks |  |
| x | Readymade snacks |  |
| y | Breakfast |  |
| z | Lunch |  |

Annexure-II

KITCHEN APPLIANCES & COOKING UTENCILS BEING PROVIDED BY THE CLIENT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. no** | **Items** | **Unit** | **Quantity** | **Remarks** |
| a | Kitchen with cabinets | No’s | 01 |  |
| b | Hot case | No’s | 01 |  |
| c | Store Room | No’s | 02 |  |
| d | Dustbin large vitrified | No’s | 01 |  |
| e | Jumbo Crate(plastic) | No’s | 08 |  |

**Annexure-III**

**CROCKERY, CUTTLERY & COOKING ITEMS**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Particular** | **Qty.** | **Remarks** |
| **CROCKERY ITEMS** | | | |
|  |  |  |  |
| **(i)** | **Cup Saucer VIP** | **60** |  |
| **(ii)** | **Cup Saucer** | **100** |  |
| **(iii)** | **Tea Pot** | **01** |  |
| **(iv)** | **Glass Tumbler** | **100** |  |
| **(v)** | **Full Plate VIP** | **100** |  |
| **(vi)** | **Quarter Plate VIP** | **72** |  |
| **(vii)** | **Bowl VIP** | **60** |  |
| **(viii)** | **Jug Heavy** | **06** |  |
| **(ix)** | **Desert Spoon** | **100** |  |
| **(x)** | **Tea Container** | **20** |  |
| **(xi)** | **Tray (ISI)** | **20** |  |
| **(xii)** | **Thali** | **100** |  |
| **(xiii)** | **Service Spoon** | **12** |  |
| **(xiv)** | **Rice Spoon** | **04** |  |
| **(xv)** | **Rice Paltra** | **04** |  |
| **(xvi)** | **Rice stainer** | **02** |  |
| **(xvii)** | **Storage Bin** | **07** |  |
| **(xviii)** | **Cruet Set** | **12** |  |
| **(xix)** | **Pickles Container** | **12** |  |
| **(xx)** | **Sauces Container** | **12** |  |
| **(xxi)** | **Buffee Set** | **05** |  |
| **(xxii)** | **Hot plate chapatti mild steel 2’x4’x30”** | **01** |  |
| **(i)** | **Slicer** | **02** |  |
| **(ii)** | **Potato peeler Machine** | **01** |  |
| **(iii)** | **Desert Knife** | **60** |  |
| **(iv)** | **Desert fork** | **100** |  |
| **(v)** | **Knife Set** | **01** |  |
| **(i)** | **Gas bank of 3 cylinder with Cage** | **01** |  |
| **(ii)** | **Gas Range of 2 burner** | **01** |  |
| **(iii)** | **Gas Range of 1 burner** | **01** |  |
| **(iv)** | **Tea pan** | **02** |  |
| **(v)** | **Fry pan** | **04** |  |
| **(vi)** | **Pressure Cooker 10 Litre** | **01** |  |

**Cont……**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Particular** | **Qty.** | **Remarks** |
| **(vii)** | **Pressure Cooker 20/22 Litre** | **01** |  |
| **(viii)** | **Deep Fryer table top electric wellian** | **01** |  |
| **(ix)(a)** | **Mixer Grinder(Branded)** |  |  |
| **(b)** | **Laddle S/steel wential 6 nos.** | **08** |  |
| **(x)** | **Daugh kneeding machine capacity 10-20 Kg** | **01** |  |
| **(xi)** | **Brain marie S/steel body with 5 fwd cms. Of size 13”x10.5”x6”** | **01** |  |
| **(xii)** | **Microwave Oven 27 Ltr. LG / Samsung** | **01** |  |
| **(xiii)** | **Induction cooking machine (branded)** | **01** |  |
| **(xiv)** | **Wight Machine 100 Kg** | **01** |  |
| **(xv)** | **Karhai** | **02** |  |
| **(xvi)** | **Bagona 25 Ltr.** | **06** |  |
| **(xvii)** | **Idli Maker 50** | **01** |  |
| **(i)** | **Dust Bin** | **3 or 4** |  |
| **(ii)** | **Hood Chimney** | **06** |  |
| **(iii)** | **Duct per sheet** | **11** |  |
| **(iv)** | **Deep Fridge standing S.S. with Fridge** | **01** |  |
| **(v)** | **Exhaust Fan** | **02** |  |
| **(vi)** | **Canteen Chair(919)** | **32** |  |
| **(vii)** | **Canteen Table(948) size 4’x2’** | **06** |  |

**SECTION-9**

**PRICE SCHEDULE**

**QUOTE YOUR PRICE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.No** | **Items** | **Rate per Unit** | **Remarks** |
| (i) | 1. Tea per cup\* 2. Tea per cup\* |  | Vending machine served in disposable cups  Vending machine served in bone china crockery |
| (ii) | 1. Dip Tea\* 2. Dip Tea\* |  | Served in disposable cups  Served in bone china crockery |
| (iii) | Samosa |  |  |
| (iv) | Bread Pakora |  |  |
| (v) | Coffee simple |  |  |
| (vi) | Coffee Espresso |  |  |
| (vii) | Cold coffee |  |  |
| (viii) | Burfi Khoya ( 50 gm) |  |  |
| (ix) | Burfi Besan (50 gm) |  |  |
| (x) | Rasgula/Gulaab Jaamun |  |  |
| (xi) | Kachori |  |  |
| (xii) | Peeni |  |  |
| (xiii) | Mathi |  |  |
| (xiv) | Patties |  |  |
| (xv) | Hot dog/Burger |  |  |
| (xvi) | Omelette\* |  | 2 Eggs + 2 Slices+ Souce |
| (xvii) | Cholley Bhathuray |  |  |
| (xviii) | Aloo Puri |  |  |
| (xix) | Masala Dosa |  |  |
| (xx) | Plain Dosa |  |  |
| (xxi) | Idli Samber |  |  |
| (xxii) | Veg Sandwich |  |  |
| (xxiii) | Veg Soup (150 ml) |  |  |
| (xxiv) | Tomato Soup (150 ml) |  |  |
| (xxv) | Fresh fruit Juice (250 ml) |  |  |
| (xxvi) | Lassi Mithi (200 ml) |  |  |
| (xxvii) | Lassi Namkeen (200 ml) |  |  |
| (xxviii) | Cold Drinks\* |  | \*Coke, Pepsi, Sprite , Limca etc. |
| (xxix) | Readymade Snacks\* |  | \*Chips, Kurkere, Peanuts etc. |
| (xxx) | Dahi/Curd (150 gm) |  |  |
| (xxxi) | Milk (200 ml) |  |  |
| (xxxii) | Butter (50 gm) |  |  |
| (xxxiii) | Lunch (Simple )\* |  | \*2 Chappaties + Rice + 1 Seasonal vegetable + 1 Dal and Salad/ Pickle |
|  | Lunch (Special )\* |  | \*Dal Fry with butter + 1 Paneer Dish + 1 Seasonal Vegetable + Raita + Salad & 4 Chapatiess & Rice |

***Note:-***

1. *Prices quoted to the excluding servicing tax/vat.*
2. *Prices quoted shall be valid for a period of 1 year.*

## SECTION-10 FORMS

|  |  |  |
| --- | --- | --- |
| **Section 10.1** | **FORM-I-** | **BID SECURITY FORM** |
|  |  | **(To be used for EMD in case submitted by Bank** |
| **Section 10.2** | **FORM-II-** | **Guarantee)**  **FORM FOR FINANCIAL CAPACITY** |

#### Section 10.3 FORM-III- ARTICLES OF AGREEMENT

**Section 10.4 FORM-IV- PERFORMANCE BANK GUARANTEE**

**Section 10 .5 FORM-V- LETTER OF AUTHORISATION FOR ATTENDING BID**

#### FORM-I

**BID SECURITY FORM**

No………………… Date……………………..

To

The State Project Director

Haryana School Shiksha Pariyojna Parishad,

Shiksha Sadan, 3rd floor,

Sector 5, Panchkula.

Whereas M/s……………………………..(Hereinafter called “the bidder”) has submitted its bid dated……………………for providing running a canteen & catering services under Tender No. 04/2016-17/HSSPP **dated 02 Nov.2016** KNOW ALL MEN by these presents that WE ………………………………of having our registered office at ………………………….

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs. 20,000/- (Rupees Twenty Thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
   1. fails or refuses to execute the Contract, if required;

OR

* 1. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

OR

* 1. fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in ............of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness Signature of the Bank Authority

Address of witness Name

Signed in capacity of Full address of Branch Tel No. of Branch

Fax No. of Branch

**FORM-II**

**FORM FOR FINANCIAL CAPACITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Financial years** | | |
| **2013-14** | **2014-15** | **2016-17** |
| **Annual Turnover** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |
| **Total Revenues** |  |  |  |
| **Profit Before Taxes** |  |  |  |
| **Profit After Taxes** |  |  |  |

#### ARTICLE OF AGREEMENT

#### FORM-III

#### CONTRACT AGREEMENT NO 04/2016-17/HSSPP dated 02 November,2016

THIS AGREEMENT is made on **………………..** between **State Project** **Director , Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula** (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Shiksha Sadan, Sector 5, Panchkula(Haryana)

#### AND

**M/s……………………………………………….……………..**having its registered office at……………………………………………………………..(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing mechanized housekeeping services to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

1. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated 02Nov. 2016 for “**running a canteen & catering service on 4th floor, Shiksha Sadan Vide tender no.** 04/2016-17/HSSPP.

II. AND WHEREAS the Contractor submitted his bid vide………………………………… in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

|  |  |  |  |
| --- | --- | --- | --- |
| III. | **AND WHEREAS** the | Client has | selected |
|  | **M/s……………………………………..**as | the successful | bidder (“the |

Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No. …………………,** to the Contractor on **……………………**

1. **AND WHEREAS** the Client desires that the Canteen & Catering services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
2. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the running a canteen & Catering services on its premises in case the Contractor fails and breach the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
3. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

**IX AND WHEREAS** the Client and the Contractor agree as follows:

* 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents***.***

1. The Letter of Acceptance (LoA) issued by the Client.
2. Notice to Proceed (NTP) issued by the Client
3. The complete Bid, as submitted by the Contractor.
4. The Addenda, if any, issued by the Client.
5. Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
6. Charges – Schedule annexed to this Article of Agreement
7. Supplementary Agreements executed from time to time.
   1. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
   2. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

**X. IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor Signed on Behalf of  **State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula**

#### (Authorized Signatory) (Authorized Signatory)

**FORM-IV**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee No : ..........................................................

Amount of Guarantee : ........................................................

Guarantee Period : From .................. to................................

Guarantee Expiry Date : .......................................................

Last date of Lodgement : ......................................................

Date : ....................

**WHEREAS** Office of the State Project Director, Haryana School Shiksha Pariyojna Parishad Shiksha Sadan, Sector -5, Panchkula having its office at Shiksha Sadan, Sector 5, Panchkula (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*] ………………………….(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and running canteen & catering **Services**” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*]…………………………………….and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Panchkula for Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*]…………………………………………………………………and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount

claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and

payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

1. However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [ *figure of Guaranteed Amount to be inserted here*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only).
2. The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
3. The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
4. The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
5. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Panchkula/Chandigarh for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
6. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
7. NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
8. Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
9. However, in the opinion of the Owner, if the Contractor’s obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
10. We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*]…………………………………………………granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

### FORM-V

(Letter of Authorization for attending Bid Opening)

#### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**(To reach on or before time of bid opening (Technical and Financial)**

To

State Project Director,

Haryana School Shiksha Pariyojna Parishad,

Shiksha Sadan, 3rd and 4th Floor,

Sector 5, Panchkula.

Subject: Authorization for attending bid opening on \_\_\_\_\_\_\_\_(date) in the Tender of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

#### Order of Preference Name Specimen Signatures

I.

II.

Alternate Representative Signatures of Bidder

Or

Officer authorized to sign the bid Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received