



केन्द्रीय विद्यालय संगठन (मुख्यालय)

KENDRIYA VIDYALAYA SANGATHAN

18 संस्थागत एरिया शहीद जीत सिंह मार्ग

18 INSTITUTIONAL AREA, SHAHEED JEEET SINGH MARG

New Delhi/नई दिल्ली -110016

दूरभाष/टेलीफोन 26858570

दिनांक 11/01/2017

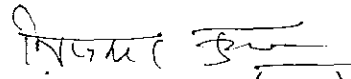
निविदा सूचना

केन्द्रीय विद्यालय संगठन मानव संसाधन विकास मंत्रालय भारत सरकार के अन्तर्गत एक स्वायत्त निकाय है। इसका मुख्यालय 18 संस्थागत क्षेत्र, शहीद जीत सिंह मार्ग, नई दिल्ली पर स्थित है। इसकी केन्टीन चलाने हेतु योग्य एवं इच्छुक फर्मों से निविदा सूचना में वणित शर्तों की अनुपालना में मुहरबन्द निविदाएं आमंत्रित करता है।

इच्छुक फर्म निविदा सूचना के0वि0सं0 (मु0) के रोकड़ अनुभाग, कमरा संख्या 118 से 1000/- के भुगतान डी0 डी0/बैंकर्स चैक द्वारा सभी कार्य दिवसों पर विज्ञापन जारी होने के दिन से सुबह 10.00 बजे से दोपहर 1.00 बजे तक तथा दोपहर बाद 2.30 से शाम 5.00 बजे तक प्राप्त कर सकते हैं।

निविदा फर्म के0वि0सं0 की वैबसाइट www.kvsangathan.nic.in पर भी उपलब्ध है जिसे डाउनलोड किया जा सकता है तथा वांछित निविदा फीस रुपये 1000/- डी0 डी0/बैंकर्स चैक के साथ जमा किया जा सकता है।

मुहरबन्द निविदाएं के0वि0सं0 मु0 में सेवा एवं आपूर्ति अनुभाग, कमरा संख्या 213 में दिनांक 31.01.2017 दोपहर 2.00 बजे तक जमा किए जा सकते हैं।


संयुक्त आयुक्त (प्रशा0)
फोन नं0 26532643



केन्द्रीय विद्यालय संगठन (मुख्यालय)

KENDRIYA VIDYALAYA SANGATHAN

18 संस्थागत एरिया शहीद जीत सिंह मार्ग

18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG

New Delhi/नई दिल्ली -110016

दूरभाष/टेलीफोन 26858570

Dated : 11/1/2017

TENDER NOTICE

KVS is an autonomous organization under Ministry of Human Resource Development, Govt. of India has its HQ at 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi-110016 invites sealed tenders from the eligible & interested firm to run cafeteria at KVS HQ in compliance of tenders terms incorporated in tender notice.

Interested firm can obtain tender form from the date of advertisement from Cash Section, Room No.118 by depositing Rs.1000/- [Rupees One Thousand Only] through DD/Bankers Cheque from 10.00 AM to 1.00 PM and from 2.30 PM to 5.00 PM on all working days till 12.00 AM to 31.01.2017.

Tender form will also be available on KVS website from the date of issue of tender notice. The tender documents can be downloaded from the KVS site links [Tenders] provided on website of Kendriya Vidyalaya Sangathan i.e. www.kvsangathan.nic.in and can be submitted alongwith requisite tender document fee of Rs.1000/- in form of Demand draft/Banker's Cheque.

Sealed tenders may be submitted to KVS HQ in S&S Section at Room No.213 latest by 31.01.2017.

JOINT COMMISSIONER [ADMN.]

Phone No. 26532643



केन्द्रीय विद्यालय संगठन (मुख्यालय)

KENDRIYA VIDYALAYA SANGATHAN

18 संस्थागत एरिया शहीद जीत सिंह मार्ग

18 INSTITUTIONAL AREA, SHAHEED JEEET SINGH MARG

New Delhi/नई दिल्ली -110016 दूरभाष/टेलीफोन 26858570

Introduction for providing canteen services

KVS (HQ) building having a designated cafeteria space at ground floor with kitchen area equipped with facilities like water, electricity and gas pipeline connection of (IGL) alongwith latest equipments and gadgets. The cafeteria is fully Air Conditioned and having large area with quite sufficient seating arrangements. Apart from the cafeteria; KVS (HQ) has one meeting room and Seminar Hall at ground floor.

There is approximately 300 staff working for the organization in different capacity from support personnel to Senior Officers. In addition to KVS Staff, and officers, numbers of visitors attend their official work and shall avail the facility of this cafeteria/canteen. Since the food items have to meet the highest standard of quality and hygiene, it is expected that perspective bidders while submitting the bids shall consider the laid down standard/norms of Agency of Government of India.

2. The detailed particulars and tender forms can be obtained from Cash Section, Room No.118, Kendriya Vidyalaya Sangathan, Head Quarter, New Delhi against payment of Rs. 1000/- (One Thousand Only Non-refundable per tender set) from **10.00 AM to 01.00 PM and from 02.30 PM to 5.00 PM on all working days from the date of issue till 12.00 AM of 31.01.2017.** Payment can also be made by open Demand Draft drawn in favour of Kendriya Vidyalaya Sangathan, Head Quarter, New Delhi. The Tender Document will also be available on our website www.kvsangathan.nic.in in case form downloaded from website, the demand draft for tender document should be attached with tender form, and otherwise bid will be rejected. Department shall not be responsible for any postal delay and no correspondence in this regard will be entertained.

Tender Documents duly completed in all respects to be submitted in the tender box at the Room No. 213 of KVS (HQ), 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi-110016 latest by 02.00 PM of 31.01.2017.

- 2 -
KENDRIYA VIDYALAYA SANGATHAN
[AN AUTONOMOUS BODY OF MINISTRY OF HRD, NEW DELHI]

Tender No. 11090-10/2015-KVS[HQ]/S&S

Date: 11/01/2017

NOTICE INVITING TENDER

Sealed quotations are invited from Delhi based bonafide, competent and experienced agencies of good repute, credentials and should financial standing to render professional Catering services for the meeting/seminar etc. and a canteen of KVS HQ for meals/snacks (Preparation and supply of meals, snacks, tea, coffee and other beverages for about 300 employees.

Technical requirements

- a. The Contractor or his supervisor should possess Degree/ Diploma in catering.
- b. The Contractor should have minimum 2 years experience successfully running office canteens/hostel canteens/institutional catering services for about 300 persons.
- c. The contractor should have to submit the following documents alongwith with quotation:
 - i. Latest valid Income Tax clearance certificate.
 - ii. PF code Nos.
 - iii. ESIC Code Nos.,
 - iv. Service Tax registration certificate duly attested.
 - v. A list of similar works executed including works in hand.
- d. KVS invites sealed tenders from working or eligible tenderers for the above mentioned work:-
 - i. The approximate cost of work – Rupees 10-15 lacs per annum.
 - ii. Tender Bid Security [EMD]- Rupees 15,000/ [Fifteen Thousand Only].
 - iii. The tenure of contract – 02 [Two Years].
 - iv. Cost of Tender document [Non refundable] – Rs.1000/- [Rupees One Thousand only].
 - v. **Sale of Tender document – All working days, from the date of issue of tender notice upto 12 AM of 31.01.2017.**
 - vi. **Last date & time of submission of tender – 2.00 PM of 31.01.2017.**
 - vii. **Date & time of opening of tender - 31.01.2017 at 3.30 PM**

Tender documents describing the eligibility criteria, scope of work/services and the terms & conditions for the contract will be available for sale in the Room No. 118 (on all working days) from the date of publication to 12 AM of 31.01.2017 and can be

purchased by the parties on remittance of non-refundable fee of Rs.1000/- [Rupees One Thousand only] through open DD/Bankers Cheque drawn in favour of Kendriya Vidyalaya Sangathan, Head Quarter, New Delhi duly signed.

Tender form will also be available on KVS website from the date of issue of tender notice. The tender documents can be downloaded from the KVS site links [Tenders] provided on website of Kendriya Vidyalaya Sangathan i.e. www.kvsangathan.nic.in and can be submitted alongwith requisite tender document fee of Rs.1000/- in form of Demand draft/Banker's Cheque.

The agency should have a minimum of two years experience and expertise in institutional/professional catering for Government Departments/PSUs/ Corporate Canteens etc. at various Centres spread over Delhi or other cities, involving atleast 300 (Three hundred) employees. The Agency should also have competence, infrastructure and expertise to provide Standard Quality Hygienic Food items as per Tentative Menu.

The Agency should have adequate financial and technical competence to carry out the work.

1. The Experience & Financial Competence and resources is to be submitted in a sealed Envelope Marked Envelope No.1.
2. The rate to be quoted is enclosed as **Annexure-2**.
3. Quotations can be submitted to the office of the undersigned in Sealed Cover upto to 1 PM on **31.01.2017**. The submission must be made in one Large 'sealed cover packet' having two separate small sealed cover packets in side it. 1st small Sealed Cover should bear mark "**Envelope No.1-(EXPERIENCE)**". It should contain all details regarding **Annexure-1 (Experience & Technical Competence)**. Second Small Sealed Cover packet should have mark "**Envelope No.II (QUOTATION)**", which should contain only, **Annexure – II (Financial Package duly filled up on prescribed format)**. The submissions received after the stipulated time and date shall not be entertained.
4. KVS takes no responsibility for delay, loss of non-receipt of the quotation document sent by post/courier.
5. KVS reserves the right to reject any or all quotations without assigning any reason whatsoever.
6. KVS also does not bind itself to accept the lowest rate.
7. Telex/FAX/E-Mail offers will not be accepted.

JOINT COMMISSIONER (ADMINISTRATION)
KENDRIYA VIDYALAYA SANGATHAN
Phone No. 011-26532643

The tenderers are requested to quote their rates of Standard lunch and snacks items in the following Performa against concerned items in column of tenderer's rate:

Sl No	Item	Quantity with weight etc.	Tenderer's Rate
01	Hot Tea	One cup (125 ML)	
02	Hot Coffee	One cup (125 ML)	
03	Hot Tea (Dip)	One cup (125 ML)	
04	Hot Coffee(Dip)	One Cup (125 ML)	
05	Hot tea for Officer	High quality	
06	Hot coffee for Office	High quality	
07	Samosa /Aloo Bonda	Patato with peas	
08	Bread Pakora	Patato with peas	
09	Paneer Pakora	30 gram	
10	Mix Pakore	50 gram 100 gram	
11	Kachori	Without sabzi	
12	Kachori	With sabzi	
14	Omlette(one egg)	With two slice	
15	Omlette (two egg)	With four slice	
16	Gulab Zamun	50 gram	
17	Balu Shahi	50 gram	
18	Besan Ladoo	50 gram	
19	Burfi	35 gram	
20	Sponge Rasoogulla	50 gram	
21	Sambar Vada	100 gram single piece with sambar Two piece	
21	Idli	100 gram single piece with sambar Two piece	
22	Masala Dosa with sambar and chutney	One	
23	Plane Dosa with sambar	one	
23	Ordinary Lunch	4 Roti, Rice, one vegetable, Dal, Slad	
23	Special Lunch	4 Roti, Pulao, Panner vegetable, Dal, Slad,Pappad,sweet	
24	One plate Rice with Dal/vegetable	Half plate	
25	One plate Rice with Dal/vegetable One place	Full plate	
26	Vegetable/Dal	Half plate	
27	Paneer Vegetable	Half Plate	
28	Roti		
29	Vegetable Pulao	Half plate Full plate	
30	Biscuit/Cold Drink/Frooti	Not more than MRP	

Refreshment/High tea/Lunch for meeting/seminar

<u>Sl No</u>	<u>Item</u>	<u>Package</u>	<u>Tenderer's Rate</u>
01	Refreshment for training(upto Assistant level) and meeting upto AC level	High Quality tea, biscuit and one out of (Samosa/Bread Pakora/Aloo bonda)	
02	Refreshment for training/seminar (above Assistant) and meeting of outsider with JC and above	High quality tea (Dip), one sweet , Namkeen, High quality Cutlet/Paneer Pakora/Sandwitch (one item)	
03	High Tea for meeting /seminar with Commissioner /Ministry level	High quality tea /Coffe,Cold drink/Juice/Lassi(out of these one), Kaju/Badam/Roasted Pista(one out of these), Standard Sweet, One veg/non-veg cutlet/Paneer Pakora	
04	Lunch/Dinner for staff	Rice, Four Roti, Two vegetable(including Dal), Salad/Achar/Rayata Sweet once in a week	
05	Non-veg lunch for staff	Non Veg(Mutton/chicken, Four Roti, Rayata	
06	Lunch/Dinner for meeting/seminar upto Assistant level	Pulao/Rice, Dal/Rajma, Panner vegetable, Roti, Rayata, Salad, Sweet	
07	Lunch/Dinner for meeting/seminar above SO upto AC	Pulao/Rice (with paneer) Dal/Rajma, one fried vegetable, Panner vegetable, Roti/Non Rayata, Papad, Salad, Sweet	
08	Lunch/Dinner for meeting/seminar above AC	Delicious Pulao/Rice (with paneer), Paneer Vegetable, Mix chap, Mix vegetable, Non/Roti/Rumali Roti Papad, (two type), Salad, Two sweet	
09	Lunch/Dinner for meeting/seminar for the dignitaries of Ministry with Commissioner	Veg/Non-Veg Pulao, Non Veg/Paneer, Non, Veg Chap, Soup, Butter, Toasted Chicken, Ice cream, Sweet, Fruit	

The rates quoted may be inclusive of all statutory taxes **including Service Tax & Sales Tax.**

The canteen contractor will be free to provide additional items (i.e. biscuits, mixture, ice-creams, sweets, cold drinks) at M.R.P./Market rates and the stock may be maintained as per demand.

Signature of the Contractor with stamp/seal & date

Terms & Conditions of Contract

1.0 DEFINITIONS

KVS means Kendriya Vidyalaya Sangathan. Head Quarter, New Delhi

Contractor means successful bidder for providing catering services.

Officer-in-Charge means Joint Commissioner (Admn.)/Human Resource designated as such by the KVS and authorized to act for and on its behalf.

2.0 CATERING SERVICES

2.1 SERVICES TO BE RENDERED

The Contractor shall prepare and serve fresh and wholesome meals/snacks/beverages to the employees of the KVS and such other as approved by the KVS

2.2 MENU & QUALITY

The meals/snacks to be supplied by the Contractor shall be of the type and in quantities with fixed prices as indicated in Annexure -II

2.3 QUALITY OF RAW MATERIALS AND FINISHED PRODUCTS

The food shall be good, wholesome and of best quality as approved by the KVS. Before using the raw materials and other ingredients for cooking, the Contractor shall ensure their quality and wholesomeness. The KVS through its authorized representatives, shall have the authority to carry out test checks at their convenience of the raw materials, ingredients, for cooking, cooking arrangements and the finished eatables and will have absolute right to have the cooked or raw items as do not meet, in his/ their Sole discretion, the standard of wholesomeness, destroyed at the cost of the Contractor.

2.4 SERVICE POINTS & TIMINGS

2.4.1 The contractor shall be required to provide catering services in the canteen premises from Monday to Friday during office hours and at timings as may be intimated in advance from time to time as per requirement of the KVS .

2.4.2 Notwithstanding anything herein after contained, the KVS will have the right to use the canteen hall at any time on any working days or holidays at any time, as may be required.

3.0 CONTRACTOR'S OBLIGATIONS

3.1 The Contractor shall be responsible for the proper upkeep and maintenance of the Canteen premises, furniture and fixtures, cooking and serving utensils and cutlery. When material supplied by the KVS becomes unserviceable, the same, if these are to be replaced by the KVS, would only be replaced against the return of the unserviceable materials by the contractor, otherwise the cost for such materials shall be borne by the Contractor.

3.2 For any damage, breakage or loss of any equipment or property of the KVS the Contractor shall have to make good the same at his own cost. For the details of arrangement for the above, clause — 13.3 of terms and conditions of contract may be referred. The contractor shall keep a proper inventory of the items placed at his disposal by the KVS and the same shall be verified by the contractor along with the official/officers of the KVS

The KVS reserves the right of free access through its authorized Official/officers (s) to inspect the canteen, stores, equipment and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

3.3 The Contractor shall keep the entire premises, utensils; crockery, etc. clean, neat and hygienic. He shall use and provide at his own expenses prescribed detergents and other requisites for this purpose. He will ensure that furniture of the Canteen premises, crockery and cutlery. Utensils, kitchen pantry, wash basins, lavatory urinals, drainage system washed and cleaned in hygienic way as directed by the Joint Commissioner (Admn) or any other authorized officers.

It shall be the responsibility of the contractor to maintain the canteen and the pantries clean, neat and hygienic, for the purpose he is required to engage adequate staff.

3.4 The Contractor shall not use or allow to be used the Canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the canteen building without valid authority.

3.5 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the KVS to him as mentioned in Clause 5 & 6 (KVS's assistance) of terms and conditions of contract, for any purpose other than providing canteen services as per the KVS requirement.

3.6 ~~The Contractor shall not sub-let the contract or part of contract to other contractor, in that cast, the contract is liable to be cancelled without giving any notice and performance security will be forfeited.~~

4.0 ENGAGEMENT OF LABOUR

4.1 The Contractor shall at his cost, employ adequate number of catering staff such as supervisors, Cooks, helpers. Services Boys, Sweepers and other persons for smooth and efficient running of the canteen services. The Contractor shall exclusively be liable and responsible for their Statutory Wages, PF, Bonus, Medical. Uniforms and all other payments as may be applicable and full compliance in their respect with all Statutory Laws. Rules and Regulations as applicable to them.

4.2 The Contractor shall make regular and full payment of wages/salaries and other payments to the employees and furnish necessary proof, as and when demanded by the Joint Commissioner (Admn).

4.3 The Contractor shall also be liable to ensure and pay the Minimum wages notified by concerned authorities on time to time, P.F & FSI contribution, leave, salary, etc and shall be liable to observe statutory working hours.

4.4 The Contractor shall arrange Police verification of all his staff, and issue Identity cards bearing photographs of the canteen employees, for gate entry who shall exhibit it prominently during working hours. The canteen staff shall also be liable for search on entry/exit.

4.5 The Contractor shall ensure that all canteen employees, during their working hours, wear neat and tidy uniforms and use hygiene globes supplied by the Contractor. No canteen employee shall be allowed to continue his duty without uniform.

4.6 The employees of the Contractor will be subject to medical examination once in a year at Contractors cost by registered medical practitioner. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace him. Contractor has to submit medical reports once in a year.

4.7 CONTRACTOR'S LIABILITY

The Contractor shall be solely and exclusively liable for the payment of any and all taxes or hereafter imposed, increased or modified from time to time and all Income Tax, Sales Tax now in force and hereafter increased and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by the Central Govt. or State Govt. authority which are imposed with respect to or covered by the wages, salaries or other compensation paid to person employed by the Contractor.

CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

4.8 The Contractor shall indemnify the KVS against any claim under the payment of Wages Act. 1936, and/ or the Minimum Wages Act, 1948 or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.

4.9 The Contractor shall also indemnify the KVS and every member, officer and employee of the KVS against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

5 KVS ASSISTANCE

5.1 The KVS shall provide following facilities and / or equipment free of charge to the Contractor for the sole purpose of providing canteen services.

- i. Canteen premises with dining hall, kitchen pantry on a token license fee of **Rs.1000/-** per month for the Canteen and Furniture for the dining hall.
- ii. Electricity
- iii. Water (drinking and for washing)
- iv. Bulbs and Tube tights
- v. Available Kitchenware and equipment

6.0 Indicative list of kitchen equipments, furniture and Cutlery

7.00 SECURITY DEPOSIT

An amount of Rs. 30,000/- (Rupees thirty thousand only) will be required to be deposited by the contractor with the KVS, as interest free performance security deposit, during currency of contract, for the canteen.

8.0 PAYMENTS OF THE CONTRACTOR

8.1 Credit sales, if any, affected by the Contractor will be at his own risk and responsibility and that the KVS will not in any way be responsible for the recovery of such arrears in these transactions.

8.2 However, the contractor will submit bills for items served for official purposes periodically in appropriate bill duly verified by the authorized officer concerned. The KVS. will settle such bills within reasonable time if the bills meet all the requirements specified by the Management.

8.3 The KVS shall not be responsible for any amount due from the contractor to any person(s) in respect of items supplied/ or otherwise nor shall it be responsible the Contractor on the said account.

9.0 PERIOD OF CONTRACT

9.1 The period of Contract shall be 01 (one) years in the first instance from the date of taking position by the Contractor. The KVS shall have the option for extending the Contract further one year with the mutual consent of the Contractor.

9.2 The Contractor shall take position and start functioning within two weeks of award of contract & notice to proceed

9.3 The Contract shall be in force for the periods stipulated in the contract and on the expiry thereof. it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to any other intending party.

9.4 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to Commissioner, Kendriya Vidyalaya Sangathan, Delhi- 110016, and his decision shall be final and binding on both the parties.

10.0 SCOPE OF WORK

10.1 All items cooked and served should be of good quality. The quantity and quality of meals I snacks and other items shall be as approved by the KVS. The quantity of the ingredients to be used for preparation of meals /snacks shall be strictly in accordance with the norms laid down in Annexure-1

10.2 All the equipments etc provided by KVS as per Para 6 will be maintained by contractors in good condition at their cost.

11.0 LIABILITY

11.1 Maintain adequate man Power as per requirement.

11.2 Contractor shall, onward of the contract, furnish the list containing names and address of his staff along with their proper Police verification reports.

11.3 Contractor shall engage such reasonable number of employees in different categories as may be necessary to meet the obligations under the contract. In case The KVS finds that the required number of employees are not engaged by the contractor, the company shall be of liberty to ask the Contractor to engage more number of employees in one or more categories and the Contractor shall forthwith engage extra employees as asked for the KVS (at Contractor's cost).

12.0 MATERIALS

12.1 Contractor shall purchase and keep the raw material stock of minimum 7 days required for the preparation of various items, including the controlled items of good quality at his own cost. Contractor shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licenses from the competent authority, wherever applicable. The KVS at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the contractor.

13.0 MISCELLANEOUS

13.1 Contractor shall maintain the canteen and pantries in clean and hygienic conditions.

13.2 Contractor shall not exhibit or cause to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the canteen, without the prior permission of the KVS.

13.3 Contractor shall be required to sign an indemnity bond, pledging that it will be his sole responsibility to keep all the fixed assets and furniture, cutlery etc. in safe custody and shall hand over the same to the KVS AS AND WHEN DEMANDED. Any loss or breakage in these items shall be at the cost and responsibility of the Contractor, and shall be made good by the Contractor. Replacement of utensils, cutleries, furniture etc. shall be made by the KVS only for the normal wear and tear. In respect of all other items, normal wear and tear will be decided by the KVS. Breakages and all other losses whatsoever and replacements required to be made shall be made good by the Contractor at his cost in the manner as may be decided by the KVS. In case the Contractor fails to make good the aforesaid losses, the company shall be at liberty to recover the cost of these items from the security deposit and the dues payable by the KVS to the Contractor.

13.4 The KVS reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act or rules framed there under and in force from time to time/The same shall be recovered from bills payable to the Contractor as debt recoverable.

13.5 The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him on KVS jobs.

14.0 PENALTIES

14.1 In the event of any complaint and for non-fulfillment of any of the terms of agreement regarding non-supply, delay in supply, irregular and untimely running of the mobile service, use of inferior type of ingredients, stuff, raw materials of the eatables, the KVS may impose penalty for any of one of the above mentioned defaults depending upon its nature and the fine so imposed shall be realized by deducting the amount from pending bills or otherwise including security deposit. For the purpose of acceptance of a complaint, a written complaint from any section head will be a valid document. It will be the responsibility of the Contractor to prove it to the entire satisfaction of the KVS that the penalties need not be imposed. The decision of the KVS in this regard will be final and binding to the Contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the Company.

14.2 In the event of lack of cleanliness and hygienic conditions in the canteen, a penalty of Rs 500/- (Rupees five hundred only) per day may be imposed on the contractor till remedial action is taken. All the existing rules and future regulations regarding hygiene, health etc. issued by the competent authority including the contractor.

14.3 Contractor shall ensure that peace and order is maintained in the canteen. If peace and order in the canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs.500/- (Rupees five hundred only) for such lapse leading to disturbance of peace /order may be imposed by the KVS

14.4 If the KVS finds that the contractor is misusing the facilities provided by the company for running the canteen for any other purpose not covered under the contract. the KVS will be free to levy penalty which may extend to Rs.1000/- (Rupees one thousand only).

14.5 If, on inspection, it is found that the quantity /quality of meals/snacks served is not as per the norms laid down in Schedule I, a penalty up to Rs.500/. (Rupees five hundred only) may be imposed by the KVS for every such occasion and/ or eventuality.

14.6 In the event of any helper/cook or any other employee having been found on duty without uniform, the KVS may impose a penalty of Rs.500/- (Rupees five hundred only) on every such occasion) eventuality. The contractor shall be personally responsible for ensuring that all the staff members wear uniform on duty.

14.7 Contractor shall ensure that none in his employment is allowed to sell meals to outsiders within the building. In the event of any employee being found selling meals to unauthorized persons in Building, the contractor shall remove such person on the instruction of such officer authorized by the KVS .

14.8 Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the company and also ensure good manners. Any use of violation in this regard may render contractor liable for penalty of Rs.500,- (Rupees Five hundred only) on each of such occasion. Contractor will have to remove the person concerned (from the roll on the instructions of the Joint Commissioner (Admn.) in such cases.

15.) **TERMINATION OF CONTRACT**

15.1 If it is found that the quality of items supplied by the contractor and for the services rendered are unsatisfactory or that the contractor has violated any terms and conditions & the contract and agreement, then in that event, the KVS will be entitled to terminate this Contract. at any time without assigning any reasons whatsoever and without notice.

15.2 If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees, the KVS reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.

16.0 GENERAL

16.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time at Delhi

16.2 The canteen premises will be in possession of the KVS and the contractor is permitted to enter the premises to run the canteen only. If at any time the contract is terminated or the contract comes to an end or if the KVS decide that the contractor should not be allowed to run the canteen, in that event, the KVS will be entitled to restrain the contractor from entering the building premises as well as the canteen premises The contractor is only permitted to make use of the canteen premises which is in possession of the KVS and the contractor will have no right or interest in the canteen premises and other items given by the KVS because of the permission being granted to the contractor to supply articles as per the terms of the contract

16.3 Contractor shall use the canteen only for the purpose of this agreement /contract and he shall not make or permit it to be made, any structural additions, or alternations to the same without the prior approval in writing of the Company.

16.4 Contractor shall work under the supervision of the Joint Commissioner (Admn) and such other authorized officers of the KVS as may be nominated from time to time.

16.5 Contractor and his workmen will be subject to police verification regarding their antecedents

16.6 Electricity and water should not be wasted

16.7 KVS reserves no responsibility for delay, loss or non-receipts of the quotation document sent by post/courier

16.8 KVS reserves the right to reject the quotation without assigning any reasons whatsoever.

16.9 Telex /Fax offers shall not be accepted. Any update on tender will be available on KVS website prospective bidders may remain in constant touch with KVS website.

Procedure for Submission & opening Tender

1. Submission of Tenders:-

i. Sealing and Marking of Tender:

The tenderer shall seal the Technical package and the Financial Package in separate envelopes duly marking the envelopes as "Technical package" (Envelope No — I), and "Financial Package" (Envelope No — II), and keep them in one large Envelope and seal them All the envelopes shall be addressed to KVS at the following address.

**The Joint Commissioner (Admn)
Kendriya Vidyalaya Sangathan.
18 Institutional Area. Shaheed Jeet Singh Marg
New Delhi -110016.**

ii. Technical Package:

The Technical Package shall bear the following identification for the Tender documents and Addenda thereto:

- a. Technical Package
- b. Reference Number :-KVS -1
- c. Name and address of the Tenderer to enable the Tenderer to be returned unopened in case it is declared late.

iii. Financial Package:

The Financial package shall bear the following identification

- a. Financial Package.
- b. Tender Reference No. — KVS -2
- c. Name and address of the tenderer to enable the Tender to be returned unopened in Case it is decided not to open.

2. Late and delayed Tenders::

i. Tenders must be submitted in **S&S Section** Room No 213 at the address specified above, not later than the date and time stipulated in the 'Notice Inviting Tenders'. The KVS may at their discretion, extend the deadline for submission of tenders in which case all rights and obligations of the KVS and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

ii. Any Tender received by the KVS after the deadline for submission of tenders stipulated above will be deemed to be rejected and returned unopened to the Tenderer .

3. **Modification, Substitution and Withdrawal of Tenders:**

i. Except where expressly permitted by these instructions, the Tenderer shall not make or cause to be made any alteration, insertion or obliteration to the text of the document prepared by the KVS and submitted by the tenderer with or as part of his Tender.

4. **Tender Opening and Evaluation.**

Tender Opening.

i. The KVS or their authorized representative will open the Tender Package in the presence of tenderers or their representative who choose to attend at the appointed place and time. The Tender of any tenderer who has not complied with One Or more Of the foregoing instructions may not be Considered.

ii. The Tenderer is advised that he may, if he so desires, be present at the opening of the Technical Package. After opening of technical packages, the submissions of tenders shall be evaluated to determine whether they qualify the technical competence Such of those tenders who do not meet the technical competence, will be rejected and the corresponding finance package will be returned unopened.

iii. The date, time and place of opening of Financial Package will be advised to tender whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of the Financial Packages.

5. **NO CLARIFICATION OF TENDERS:**

The tenderers are to note that no supplementary details' material will be entertained by KVS Further no clarification shall be asked from the tenderer on his details/submitted in Technical Package' and the evaluation of 'Technical Packages will be carried out by KVS on the basis of Tender received by the closing time for submission of tender. Tenders, which contain misleading/ ambiguous' incomplete details in Technical Package' shall be considered as noncompliant and rejected.