



KENDRIYA VIDYALAYA SANGATHAN

(An Autonomous Organization under the Ministry of H R D, Government of India)
ZONAL INSTITUTE OF EDUCATION & TRAINING
Post Box No. 8, Near VIVEKANANDA NEEDAM, GWALIOR – 474002(M P)
Phone: 0751 - 2232775(DIRECTOR); 2232670(0)
Website: <https://zietgwalior.kvs.gov.in/>; e mail: kvs_ziet@yahoo.co.in

No. F.33089/2021-22/KVS/ZIET/GWL

Date :-01.12.2021

TENDER NOTICE

Sir/Madam,

KENDRIYA VIDYALAYA SANGATHAN, ZONAL INSTITUTE OF EDUCATION AND TRAINING, GWALIOR-474002 (M.P) one of the training wings of the KVS which is an autonomous body funded by MHRD, Govt. of India, registered under societies act 1860, organises the training of the KVS employees, invites sealed competitive tenders from the registered firms for providing catering services in the ZIET hostel located in the KVS ZIET Gwalior campus situated near Vivekananda Needam. The hostel in the campus has 52 rooms having dual occupancy and on an average 30 to 50 guests avail this hostel facility during training courses of 3 days, 5 days, 10 days, 12 days & 21 days duration organised throughout the year for about 180 days. On few occasions number of guest may be increased 80 to 90.

2. The Catering contract will be initially valid for a period of 03 months beginning from the date of assignment of the job/award of contract and after satisfactory performance and approved by the committee members same will be valid for one year.

2 (1) The contract will be extendable for a maximum period of three years subject to mutual consent on satisfactory performance on year to year basis.

3. The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids in the separate sealed cover/envelope in the prescribed proforma through registered post. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be attached and sent along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

4. All tender documents attached with this invitation to tender including the Specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted.

5. The Bid money known as Earnest money Deposit (EMD) of Rs.50,000/- (Rupees fifty thousand only) shall be payable in the form of Demand draft drawn in favour of "KVS ZIET GWALIOR ACCOUNT", payable at Gwalior. Earnest Money will be refunded to unsuccessful tenders/bidders after finalization of the contract. After award of contract the successful bidder/contractor has to deposit **Rs. 1,00,000/- (Rs. One lakh only) as performance security deposit** and after depositing the performance security his **EMD i.e 50,000/-** will be refunded. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.

6. The interested parties can inspect the premises between 10:00 AM to 04:00 PM on any working day from 01.12.2021 to 10.12.2021

7. All entries in the tender form should be legible and filled clearly, if the space provided for furnishing is insufficient; a separate sheet duly signed by the authorized signatory may be submitted. No correction either in the Technical Bids or Financial Bids is permitted.

8. Conditional bids shall not be considered and will be rejected summarily.

9. The Technical Bid shall be opened on the scheduled date and time at 11:30 AM on 22.12.2021.

10. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.

11. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.

12. The Director, KVS, ZIET reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/ add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.

13. The tender documents can be downloaded from the website <https://zietgwalior.kvs.gov.in/> from 01.12.2021 and a demand draft of Rs. 1000/- drawn in favour of "KVS ZIET GWALIOR ACCOUNT" towards tender fee is to be submitted along with a tender.



(DC/ Director)

निदेशक / Director

के.वि.सं.आ.शि. एवं प्रशिक्षण संस्थान Z I E T
ग्वालियर (म.प्र.) / Gwalior (M.P.)

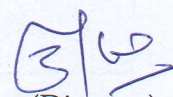
Tender Notice at a Glance

The KVS, ZIET, Gwalior invites e bids through registered post for providing the catering Services in the hostel of its campus, Near Vivekananda Needam, Gwalior-474002 (M.P) from the eligible firms/caterers or their authorized dealers which would be valid for a period of 180 days from the date of opening.

CRITICAL DATES

Date of Publishing the Tender Document	01.12.2021
Bid Documents download start date	01.12.2021
Inspection/Pre-bid Meeting(by the interested parties) Date	01.12.2021 to 10.12.2021 (4:00 p.m)
Bid Submission/despatch Start Date upto	21.12.2021
Last Date of Submission/receipt of Bids	Upto 21.12.2021
Bid Opening Date	22.12.2021 (11:30 A.M)

Further details and complete reference for tender (RFT) can be accessed from the KVS ZIET Gwalior website i.e <https://zietgwalior.kvs.gov.in/> or the same can be had personally from its office on any working day.


(Director)

निदेशक / Director
के.वि.सं.आं.शि. एवं प्रशिक्षण संस्थान Z I E T
ग्वालियर (म.प्र.) / Gwalior (M.P.)

GENERAL INFORMATION FOR THE BIDDERS

1. Eligibility Conditions

1. A bonafide caterer having at least 05 years of experience in running hotels, hostel mess/guest house/canteen of any Govt. Organization /autonomous bodies supported the following documents:-

(a) Shop land Establishment certificate showing the date of initial registration.

(b) Income Tax/Service Tax Assessment orders establishing three-year's existence of the firm.

(c) Any other documentary evidence issued by the Central Govt. / State Govt.

2. Copies of Annual Accounts, namely Trading Account profit and loss account and the balance sheet for the last three years 2018-19, 2019-20 & 2020-21 duly authenticated by Chartered Accountant.

3. List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing Catering Services, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated.

4. ITR for the last 03 years i.e. 2018-19, 2019-20 & 2020-21 along with copy of the PAN Card in the name of firm. However the PAN Card issued in name of proprietor can be considered subject to production of ITR acknowledgement and computation of taxable income duly certified by CA.

5. Supporting document showing Annual Turnover minimum of Rs. 50,00,000/- (Rupees Fifty Lakh) for the last 03 years i.e. 2018-19, 2019-20 & 2020-21.

6. Valid food safety & standard licence.

7. Valid registration of service tax for catering.

8. ISO CERTIFICATE

9. Bank's Solvency Certificate of Rs.10,00,000/- on the financial soundness of the firm.

10. Municipal/State Certificate as bonafide caterer, restaurant, hotel etc. as per applicable law.

11. Caterer should have work experience of working in Kendriya Vidyalaya Sangathan's Schools/Offices, preferably in KVS ZIETs.

Note: photocopies duly signed by the authorized signatory, of all documents from Sr. 1 to 11 above may be attached together with the technical bid.

2. Submission of Bids:

The Tender shall be accepted under Two Bid Systems. The interested firms have to submit the Technical Bids and Financial Bids in the separate sealed cover/envelope in the prescribed proforma through registered post. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be attached and sent along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

(i) Technical Bid: As per Performa for Technical Bid it should contain the following details:-

a) Vendor's eligibility Criterion (As per the format given at **Annexure-I**)

b) Certificate of Compliance Statement, declaration of Tender Acceptance and undertaking for No Relative employed in ZIET Gwalior should be given as undertaking given in the body of the letter address to the Director KVS ZIET for submission of technical bid as given in **Annexure-1**.

(c) Duly signed and stamped instructions to Bidder and Scope of Work as per **Annexure-II** – point 1 to 42 (duly signed each page of such instruction).

(d) Duly signed and stamped menu-cum-schedule of requirement and specification as per **Annexure-III**. Usage of vague terms like 'noted' shall lead to rejection of the bid. The compliance statement should be supported by authentic documentation as evidence for substantiation wherever applicable.

c) All pages of the Technical bid shall be numbered, indexed and the document shall be used as final for all purposes.

d) **Demand draft of Rs.50,000/- submitted as EMD and also tender fee of Rs.1000/- (One thousand only non-refundable.)**

(ii) **Financial Bid:** Should contain Price Bid only. (As per Performa for Financial Bid) (**Annexure-IV**).

3. Opening of bids:

(i) The Technical Bid shall be opened on the scheduled date and time at 11:30 A.M on 22.12.2021.

(ii) The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Tender Opening Board/Committee.

4. Rates:

(i) Rates are to be quoted as per Performa for Financial Bid in Rupee/s.

(ii) The rate should be inclusive of all taxes and shall not be subject to any change/revision during the contract period. Change in menu (addition /deletion) and rates of new items introduced shall be by the mutual consent of KVS ZIET Gwalior Authorities and the Contractor.

(iii) No enhancement of rates will be allowed for the job contract during the currency of contract.

5. Validity of bid

i) The bid shall remain valid for 180 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by KVS ZIET Gwalior as non- responsive.

ii) The KVS ZIET Gwalior may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

6. Earnest Money Deposit

i) EMD amount will be accepted in the form of Demand Draft drawn in favour of "**KVS ZIET GWALIOR ACCOUNT**", Gwalior. The bid without EMD is liable to be summarily rejected.

ii) Without prejudice to any other right of KVS ZIET Gwalior the Earnest Money Deposit may be forfeited by the KVS ZIET Gwalior:

(a) If the Bidder withdraws his bid during the period of bid validity; or

(b) In case the successful Bidder refuses to sign the Agreement; or

(c) If the bidder fails to furnish the Performance Security.

(iii) EMD will be refunded to the bidders within sixty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

7. Performance Security

The successful bidder shall be required to deposit an amount of **Rs. 1,00,000/- (Rupees one lakh only)**. Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations. Performance Security shall be submitted in the form of Demand draft in favour of **"KVS ZIET GWALIOR ACCOUNT" payable at Gwalior**. Performance will be discharged after completion of contractor's performance obligations under the contract. The above security deposit will be liable to be forfeited during the period of contract, in case breach of any terms & conditions of the contracting contractor or failure to provide any services under the contract or loss results from contractor's failure and breach of obligation under the contract.

8. Period of Contract

The Catering contract will be initially valid for a period of **03 months** beginning from the date of assignment of the job/award of contract and after satisfactory performance and recommended by the committee members same will be valid for one year.

8 (1) The contract will be extendable for a maximum period of three years subject to mutual consent on satisfactory performance on year to year basis.

9. Acceptance/Termination of Bid

The KVS ZIET Gwalior reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of KVS ZIET Gwalior action.

10. Evaluation

1. KVS ZIET Gwalior shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

2. If there is a discrepancy between words and figures the amount in words shall prevail. Prior to detailed evaluation, KVS ZIET Gwalior will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected by the KVS ZIET Gwalior.

3. The evaluation will be based on financial offer made by the various bidders based on the total of all rates quoted and other merits of the offer.

4. If the rates tendered by all the firms are found to be the same (more than one L-1) in the tender, the decision of the contract will be done by the institute level committee as follows, which will be valid and binding on all the parties:-

(i) Experience of working in Kendriya Vidyalaya Sangathan's Offices/Schools

(ii) Nearest to Gwalior City.

(iii) Annual turnover will be taken into account.

5. Though the evaluation will be based on the lowest total amount quoted in the Financial Bid and will be considered for placement of offer. However, it may also be noted that the KVS ZIET Gwalior is NOT bound to accept the lowest offer and reserves the right to award the work to the higher bidder who satisfy the requirement so needed. Further the Contractor would not have any claim on the number of persons boarding for whom services are rendered in ZIET hostel.

11.Award of Contract

- a).The issue of a work order shall construe the intention of the KV S ZIET Gwalior to enter into contract with the successful bidder.
- b).The successful bidder shall within 07 days of issue order, give his acceptance along with performance security and sign the contract with the KVS ZIET Gwalior.

12.Signing of Contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the KVS ZIET Gwalior shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in that situation the KVS ZIET Gwalior may at its discretion award the work to other bidder or call for fresh bids.

13. Relaxation/modification in tender

KVS ZIET Gwalior reserves the right to relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of KVS ZIET Gwalior. Re-tender or modify the terms & conditions of the tender. It also reserves the rights to negotiate the rates with the lowest bidder. Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest, without assigning any reasons.

14.TERMINATION OF CONTRACT, VACANT POSSESSION ETC.

- i) The Director, KVS ZIET Gwalior reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason, the decision of the Director, KVS ZIET Gwalior in this regard shall be final and binding on the contractor. The contractor, if he so desires, may seek termination of the contract by giving written notice of not less than two months duration during the agreement period.
- ii) The contractor shall give two months' notice to the Licensor in case he/she intends to vacate the premises.
- iii) The contractor will on expiry of the period of the contract, peacefully and quietly hand over vacant possession of the premises to the Licensor without raising any dispute whatsoever.
- iv) The contractor shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of the Licensor.
- v) The contractor will be at liberty to remove all the movable articles brought by the contractor in the premises during the continuance of the contract, before delivering possession of the premises.
- vi) In case of loss or damage caused to any of the furniture-fixtures etc. provided by the Licensor, the cost thereof shall be recovered from the contractor and the same shall be deducted from the Security Deposit.
- vii) If the contractor commits breach of any of the aforesaid terms and conditions, the contract will stand terminated forthwith and the contractor shall have to hand over vacant and peaceful possession of the premises to Licensor without raising any dispute whatsoever.
- viii) In case of the contractor going in liquidation, the contract shall be treated as cancelled and legal heirs/representatives or successors of the licensee shall not be entitled to claim any right over the demised premises.

ix) The contractor shall pay all the dues towards license fee, electricity and water charges etc. before vacating the premises.

15. Downloading of Tender document:

The tender document can be downloaded from the website <https://zietgwalior.kvs.gov.in/> from 01.12.2021 onward.

16. Non-participation of near relatives:

Bidder should furnish an undertaking of Non-Participation of near Relatives of KVS ZIET Gwalior Employees in the tender called for Engagement of Agency for providing catering facility in KVS ZIET Gwalior.

The near relatives for this purpose are defined as

(a) Members of a Hindu undivided family

(b) They are husband and wife

(c) 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) and brother's wife, sister(s) and sister's husband (brother-in-law).

17. Statutory Obligations

a) The successful bidder/contractor will meet all the statutory requirements obtain all necessary licenses or other approval if any required for running the hostel under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the KVS ZIET Gwalior. And any other laws, rules, regulations, guidelines etc. that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement.

b) The Contractor shall keep the KVS ZIET Gwalior indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which KVS ZIET Gwalior may be put to or involved as a result of Contractor's failure to full fill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed there under or any of them. KVS ZIET Gwalior shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit / performance deposit of the contractor without prejudice to its any other rights under the law. That KVS ZIET Gwalior will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, Prosecution or awards made by Court of Law or other Govt. agencies. In case of accident arising out of and in the course of this agreement, KVS ZIET Gwalior will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by Contractor shall be treated, as Contractor's own employees and can claim no privileges from KVS ZIET Gwalior. The sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour.

c) The Contractor will have to obtain general insurance against risk, fire accident for his belongings etc., for the catering services including that of kitchen etc. and provide a copy of the same to KVS ZIET Gwalior.

d) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor & no claim whatsoever shall be paid by the KVS ZIET Gwalior.

18 Resolution of Disputes

18.01 The KVS ZIET Gwalior and the Caterer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

18.02 If, after thirty (30) days from the commencement of such informal negotiations, the KVS ZIET Gwalior and the Caterer have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism.

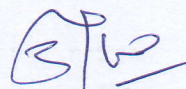
18.03 The dispute resolution mechanism to be applied shall be as follows:

(a) A dispute or difference arising between the KVS ZIET Gwalior and Caterer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the International Centre for Alternate Dispute Resolution by the Director, KVS ZIET Gwalior. The award of the Arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award.

(b) The Indian Conciliation and Arbitration Act, 1996, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

(c) If the parties fail to resolve the dispute then the dispute shall be referred to the Director, KVS ZIET Gwalior, for Arbitration. The Director may arbitrate himself/herself or in his/her discretion, may appoint any other person as an arbitrator to adjudicate upon the dispute. The decision of the arbitrator shall be final and binding on the parties.

18.04 The venue of arbitration shall be the place from where the contract issued.



(Director)

निदेशक / Director
के.वि.सं.आं.शि. एवं प्रशिक्षण संस्थान Z I E T
ग्वालियर (म.प्र.) / Gwalior (M.P.)

PROFORMA FOR TECHNICAL BID

To

**The Director,
KVS ZIET Gwalior**

Subject: Quotation for providing Catering Services in ZIET Gwalior hostel located Near Vivekananda Needam, Gwalior-474002.

Sir,

With reference to your e-Tender Notice No. 33089/2021-22/KVS/ZIET/GWL dated 01.12.2021, I hereby submit my technical bid appending below the requisite details/information as asked;

- I hereby undertake that I have read and understood the entire tender document and accept & agree to comply with the same. I also accept and agree that any subsequent Addendums and Corrigendum if issued in this regard I shall comply accordingly.
- I/we do hereby state that each item under instructions to bidder and scope of work as per Annexure II has strictly been complied and nothing has been concealed or left as required in the tender document. (duly signed each page of Annexure-II & III attached herewith)
- I/We hereby certify that none of my relatives as defined in the bid document is/are employed in KVS ZIET Gwalior. In case at any stage, it is found that the information given by me/us is false/incorrect, KVS ZIET Gwalior shall have the absolute right to take any action as deemed fit without prior intimation to me/us.
- Other details about my firm and technical bid are submitted below:-

**Signature of the Authorized Signatory
of the Bidder with seal of firm**

a) ELIGIBILITY CONDITIONS/DETAILS OF TECHNICAL BID DOCUMENTS

<u>Sl No.</u>	<u>Particulars (Attached supporting DD/Certificates etc as documentary evidence.)</u>	<u>Write Yes/No</u>
1	Required Tender Fee Rs.1000/- (Non-refundable)	
2	Required Earnest Money Deposit (EMD) (In the form of DD) for Rs. 50,000/-	
3	Copy of Firm's Registration	
4	Copy of the PAN No of the firm	
5	Copy Registration of Firm's for GST	
7	Copy of Service Tax Registration No. of the Firm	
8	Copy of the bank pass book/statement specifying the name & address of tenderer's Bank and his current Account No	
9	Name and Address of the Contract persons to whom all references shall be made by the KVS ZIET Gwalior	
10	Specimen signature of the Bidder or his/her authorized signatory and also signing each page of the Tender Documents	
11	Copy of shop land Establishment certificate showing the date of initial registration	
12	Copy of Income Tax/Service Tax Assessment orders establishing three-years existence of the firm	

13	Copy of any other documentary evidence issued by the Central Govt./State Govt.	
14	Copies of Annual Accounts, namely Trading Account profit and loss account and the balance sheet for the last two years duly authenticated by Chartered Accountant.	
15	List of institutions/organizations (with complete postal addresses) served in the past and list of institutions/organizations where presently providing Catering Services, Names, designations and telephone numbers of concerned officers in the respective institutions/organizations may also be indicated.(attached copy of the experience certificate)	
16	Copy of the ITR for the last 03 years i.e 2018-19, 2019-20 & 2020-21	
17	Copy of Supporting document showing Annual Turnover of an amount of Rs. 50,00,000/- for the last 03 years i.e. 2018-19, 2019-20 & 2020-21.	
18	Bank's Solvency Certificate of Rs.10,00,000/-on the financial soundness of the firm	
19	Copy of Municipal/State Certificate as bonafide caterer, restaurant, hotel, etc, as per applicable law.	
20	Copy of Valid food safety & standard licence from State Govt./Central Govt	
21	List of head cook, waiter, safiwala, dish washer etc. with complete name, photo identity, address etc.	

**Signature of the Authorized Signatory
of the Bidder with seal of firm**

SPECIFICATIONS, TERMS AND CONDITIONS

1. The bidder shall quote rates to provide catering service at KVS ZIET Gwalior in specified Financial Bid proforma.

(a) The bidder shall quote rates on “per head per day” basis in Financial Bid in Annexure-V separately for menu as shown in Annexure –III. The rates should include cost of all raw material including fuel i.e. Gas, Washing of Table Cloths and provision of paper napkins and all connected works and items for proper servicing. The service utensils used for eating cooking shall be provided by Contractor. All the taxes as applicable from time to time shall be borne by the bidder.

(b) The contractor shall be under obligation to serve special lunch/ dinner/ breakfast in accordance with the request of Director, KVS ZIET Gwalior as per charges as agreeable with authority. Extra items to be provided in the special Menu will be decided by Director, KVS ZIET Gwalior in consultation with the contractor.

2. The contractor shall follow the Menu as per Annexure III and shall seek instructions from the Director, KVS ZIET Gwalior who may modify the menu to fit to the needs of the guests/participants. No change can be made in the Menu by the contractor without written approval.

3. A compliant register will be kept in the Dining Hall for registering complaints of the guests/participants with regard to all/ any aspect of the food including service provided by the Contractor.

4: The contractor shall pay Rs. 250/- per day towards License fee (kitchen rent), Electricity Charges and Water charges, provided electricity will not be consumed for cooking of food as well as boiling of water etc. This is recoverable from the claims submitted by the contractors regarding their catering services offered to the KVS ZIET Gwalior after completion of every course. The KVS ZIET Gwalior authority shall also be free to get a sub-meter of Electricity/Water charges installed and accordingly the charges shall be charged. Till such time, the caterer has to pay the electricity/water charges as stated.

5. (a) The Crockery, Cutlery, Table Cloth, Utensils and Kitchen Equipments and Cooking range shall be arranged by the Contractor himself and KVS ZIET Gwalior shall not provide any item for this purpose. The contractor shall arrange their own LPG commercial cylinder and use LPG in the hostel at his/her own cost.

(b) The Contractor will bring all the Kitchen equipment in working order and thereafter he has been responsible for the maintenance upkeep and repairs of the equipment.

(c) The Contractor shall arrange for proper cleaning and upkeep of Dining Hall and furniture in his charge.

6. The Contractor shall use proper utensils of good quality (China Clay) during serving of lunch, dinner and breakfast.

7. The Contractor shall arrange washing of tablecloths, towels and cloth napkins at his own cost.

Signature of the Authorized Signatory
of the Bidder with seal of firm

8. The Contractor shall not let out this work on sub contract or otherwise to anybody else. The Contractor will be fully responsible for breakage or damages done by them or their staff to the fixture and fittings providing or installed in the space provided to the min the Council. Any loss/damage to the same will have to be made good by the Contractor, at his own cost.

9. The Contractor shall attend the periodical meeting arranged by the committee/authorities/representatives and implement accepted suggestions, if any.

10. The contractor shall arrange for cooking and serving of Bed Tea, Break-fast, Lunch, Evening Tea and Dinner as per Menu in Annexure – III and at the timing given below.

THE TIMINGS OF SERVING OF MEALS WILL BE AS UNDER:

1. Bed Tea : 05:45 am to 6:15 am
2. Breakfast : 7.45 am to 8:30 am
3. Pre-lunch tea : 11:00 am to 11:15 am
4. Lunch : 1.00 pm to 2.00 pm
5. Post lunch tea : 03:45 pm to 04:00 pm
6. Dinner : 8.00 pm to 9.30 pm
7. Packed Lunch/Dinner ; it will have to be provided both when the contingent is moving out for sight seen and when the individual moved out back to his/her destination after completion of course.

Note: Timings are liable to be changed at the discretion of KVS ZIET Gwalior authorities with prior intimation.

11. Contractor shall buy at his own cost good quality/agmarked/ISI marked quality of Atta, Rice, Grocery, Dal items, Edible Oils, Vegetables and Non-Veg. Items, Fruits and other essentials. Contractor shall use standard items of reputed brands only. These items are subject to verification at any time without notice by KVS ZIET Gwalior or by its authorized committee, whose recommendations are final and are to be acceptable by the Contractor for any action that may be considered deemed fit and will be binding upon the Contractor.

12. Catering Staff found to be not satisfactory by the administration of KVS ZIET Gwalior or its representatives will be replaced immediately by the Contractor on intimation to the administration.

13. The waiters will put on proper uniform as prescribed by the Administration. Aprons, caps, hand gloves, shoes will also be necessary to be put on by cooks while cooking food.

14. All waiters and cooks will have photo identity cards so that entry is restricted to only legitimate persons to the ZIET campus. A notice board will be provided by the Contractor in the dining hall indicating special dish for the day. In addition, he has to display daily menu of Breakfast/ Lunch/ Dinner in the Notice Board.

15. Cleanliness and hygiene of the staff employed for cooking/ serving should be of extra ordinary level. Staff with any contaminating disease should be immediately withdrawn from service by the Contractor.

16. The contractor shall use only LPG commercial gas for cooking. Under no circumstances, the contractor will be permitted to use kerosene oil, wood or any other fuel which emits smoke & bad odour. The contractor shall have to use Fly Catcher or U.V. Light for the houseflies/insects.

Signature of the Authorized Signatory
of the Bidder with seal of firm

17. The Bidder shall not sublet the space provided to it by KVS ZIET Gwalior. The Bidder shall not use the space provided for storage or keeping any other goods or articles other than those required for the use in the hostel nor shall do any structural addition/alteration in the premises.
18. The accommodation will normally not be provided for the contractor or its workers. However, in exceptional conditions the male persons can be allowed to stay in the hostel provided they have to pay for this facility at the rate Rs. 250/- per day or rate as revised time to time by KVS ZIET Gwalior and no outsiders will be allowed at any stage. Any temporary authorization for entry to person(s) will be given by the Director in writing.
19. A flat fine of Rs.1000/- per occasion will be imposed by KVS ZIET Gwalior authority/ its authorized committee for breach of contract with respect to not maintaining the quality/ quantity/ service / misused accommodation non-conforming to rules as per agreement.
20. For Guest/Participants who leave after the completion of the workshop/course and who wish to carry food should be provided with food packets as per the menu given in Annexure-III and at the rates quoted by the caterer in Annexure-V.
21. The Guest/Participants arriving for the Workshop/course shall register their names with the hostel in-charge on the first day of arrival and are eligible for taking meals daily basis. The bill for the whole course duration will be raised by the Contractor within one week of the completion of the course.
22. Payment for catering services will be made by the ZIET after completion of the course on the production the bill for claim in respect of the services availed by the participants using the facility as dinner on the day preceding the day of start of the course and during the course/workshop. Whereas the Guest/Participants /occupants reporting earlier and are staying after the completion of the course will be required to pay personally to the caterer as per the rates approved through this tender process as per occupancy taken on actual stay in hostel on event basis i.e. breakfast, lunch, evening tea and dinner. No notice will, however, be required for persons leaving due to completion or cessation of workshop/course or due to administrative reason and the Contractor cannot claim any damages due to loss what so ever incurred due to unforeseen reasons, which are beyond the control of the Director, KVS ZIET Gwalior.
23. The contractor shall be ready for the inspection of quality of food and process of its preparation by the members of appointed committee by the ZIET Director.
24. The Contractor shall comply with all statutory provisions of Central/ State Government and is fully responsible to observe labour laws as amended from time to time in regard to his employees (in respect of minimum wages, PF, ESI deduction) and compensation and other benefits/ risks in relation to employees to be engaged by him. The Contractor shall maintain all the statutory registers, required under labour laws. The Contractor shall also produce these records on demand by KVS ZIET Gwalior authority. The Contractor should submit Labour Clearance report fortnightly, failing which a fine of Rs.250/- per report will be recovered from the Contractor.
25. Floors, Walls, Ceilings, Ceiling fans in Dining Hall, Kitchen and hand-wash areas shall be maintained spotlessly clean by the Contractor. Failure to keep these in spotless condition shall be dealt with by imposition of penalty of Rs.1000/- per occasion.

Signature of the Authorized Signatory
of the Bidder with seal of firm

26. Director, KVS ZIET Gwalior reserve the right to terminate the contract normally with one month's notice. However, in compelling situation the contract can be terminated with one week's notice without assigning any reasons thereof. He will have the right to extend the contract on the same rate, terms and conditions for one year after justifying the performance of the contractor. If the services of the Contractor are satisfactory and there is no complaint of quality & quantity of food items supplied by the Contractor, the contract can be extended upto third year.

27. The Contractor for Catering Services shall broadly cover the following jobs.

- a. Cooking and Serving
- b. Cleanliness of Mess area and surroundings
- c. Proper cleaning of utensils, maintenance
- d. Storing the food stuff under hygienic conditions.
- e. Replacement of tablecloths, napkins, towels etc. daily as per events (Breakfast, Lunch, dinner) as per instruction of KVS ZIET Gwalior authorities.

28. Bed tea, Breakfast, pre-lunch tea/drinks, Lunch, post lunch tea/drinks and Dinner are broadly covered under cooking. Items shall have to be cooked as per KVS ZIET Gwalior menu. Timings shall have to be observed strictly. Bed tea is required to be served in the rooms of trainee officers individually, in hot condition.

29. Cleanliness/ House Keeping:

- a. Cleanliness of the area which includes Kitchen, Dining Hall, Washing area, wash basin, Water-Coolers, Pantry and surrounding areas shall have to be arranged by the Contractor employing his own staff at his own cost.
- b. Cleaning material of good quality shall be used by the Contractor at his own cost
- c. Utensils shall have to be cleaned using hot water and proper detergents and finally washed in antiseptic liquid containing potassium Permanganate.
- d. Floors, Walls and Ceilings will have to be maintained spotlessly clean. Furniture shall have to be kept perfectly clean.

30. The Food stuff shall have to be prepared & kept under hygienic conditions by the Contractor. The contractor shall not keep, store, deal with or allow the sale/deal with of any item which is prohibited by law and which is injurious to health viz. cigarettes, bidi, gutkha and liquor etc. The contractor shall not entertain any order/supply eatable outside KVS ZIET Gwalior.

31. In case of breach of any conditions of the contract and for all types of losses caused by the Contractor, KVS ZIET Gwalior shall make deductions as deemed suitable from the bills preferred by the Contractor or can recover the amount from Security Deposit.

32. A team nominated by the KVS ZIET Gwalior Authority will make a surprise check as & when needed. In the event of any lowering of quality/ quantity, the bidder will be liable for termination of the contract and then the performance security deposit amount will be forfeited.

Signature of the Authorized Signatory
of the Bidder with seal of firm

33. In case the Contractor fails to execute/ perform the assigned works or a part thereof, KVS ZIET Gwalior shall be authorized to make suitable deductions as deemed fit by KVS ZIET Gwalior from the bills of the Contractor and damages will be charged to extent of loss.

34. Contractor shall be responsible for the safety and upkeep of the items make over to him and will return the items as per inventory on the expiry of the contract. Any loss etc. on this account shall be recoverable from the Contractor.

35. Food stuff prepared for serving to the Guest/participants shall be subject to the approval of KVS ZIET Gwalior authorities and their decision in this regard shall be final and binding on the Contractor. Losses and inconvenience faced on this account by KVS ZIET Gwalior shall be punishable and suitable recoveries may be made by KVS ZIET Gwalior.

36. The Staff employed including "mess manager" by the Contractor should be courteous civil and polite in behaviour towards all the Guest/Participants and the KVS ZIET Gwalior establishment.

37. (a) The Contractor shall have to deploy sufficient number of cooks, waiters, cleaning staff, dish washers and head waiters, Safaiwalas and supervisors to ensure complaint free servicing of food.

(b) Waiters at the scale of one waiter for every two tables shall be provided for smooth and efficient service. At least one supervisor should be engaged for all events in the dining hall.

38. Director, KVS ZIET Gwalior is NOT bound to accept the lowest offer and reserves the right to award the work to more than one bidder depending upon urgency and requirement. Further, the Contractor would not have any claim on the number of persons boarding for whom services are rendered in the KVS ZIET Gwalior.

39. The Vendor will clearly mention in Technical Bid minimum number of staff that will be engaged by him and will be available during course time at the hostel as Cooks, Waiters, Cleaning Staff, Dish Washers. Head Waiter, Supervisor.

40. The contractor has a bare permission to run a hostel in the KVS ZIET Gwalior, Office premises during the contract period and nothing contained in this document/agreement shall be construed as demise in law of the said KVS ZIET Gwalior premises or any part thereof and shall not give any legal title or interest to the contractor.

41. In case any proceedings are initiated against the contractor by any Court/Municipal/or Govt. Authority under the provisions or Prevention of Food Adulteration Act 1952 or any other law/rule or regulation applicable in such matter, the contractor shall be solely and directly liable and responsible for that.

42. The expenses for execution, registration charges, stamp duty etc. relating to the agreement shall be borne by the contractor.

Signature of Buyer

Signature of Bidder

First Party

Second Party

For and on behalf of

For and on behalf of

M/s.....

Kendriya Vidyalaya Sangathan

Name

Name

Designation

(Rubber Seal)
In presence of
Witness - I

Name :

Address :

Witness - II

Name :

Address :

Designation

(Rubber Seal)
In presence of
Witness - I

Name :

Address :

Witness - II

Name :

Address :

Signature of the Authorized Signatory
of the Bidder with seal of firm

ANNEXURE-III

MENU-CUM-SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

1. The Contractor/Caterer should ensure use of good quality/agmarked/ISI marked quality of Cooking Oil, Food Commodities, Milk & Milk products, Spices, Cereals, Pulses and Mineral Water etc. for the preparation of meals/menus. All the items in breakfast, lunch & Dinner must be supplied in donga service/Buffer (Unlimited) except packed food.

2. Menus showing details of items, minimum rate to be quoted by the caterer in the Tender Document.

1) Bed tea - 6 AM

Breakfast - 7.45 AM to 8.30 AM (Donga Service)

• Complementary items:-

- 1) Milk with cornflakes 2) Bread with butter and jam 3) boiled egg / Omlete 4) Seasonal fruit
5) tea/coffee 6) Fruit Cake 7) Sweet-Halwa Suji/Jalebi/Imarti/Kaju Katli/Malai Burfi/Kesar/Chikki/
Til Laddu bhat/PaysamChikki

• Variable items:- (Any one of them)

- a. Stuffed parantha with curd
b. Idli/Medu Wada/Masala dosa/Set Dosa with sambhar & coconut chutney
c. Chhole & Bhature
d. Aloo, Poori/Bedai & Halwa
e. Poha with sew and fried penuts & jalebi
f. Pao bhaji / Vada Paw

2) Lunch/Dinner - Time:- 1:00 To 2:00 PM (Lunch) & 8:00 To 9:30 PM(Dinner)

One item from each group- (Donga Service)

- a) Dal:- Arhar fry/Rajma/Chhole/urad-chana/dal makhni/mix dal/Masoor
b) Curry:- Aloo- matar- tamatar/paneer dish/Veg.kofta/Malai kofta/Dum Aloo/ Kadhee
pakoda
c) Seasonal veg (Dry):- bhindi/Gobhi/Patta gobhi/Louki/Baingan/Karela/beans/Simla
mirch/ Methi Aloo
d) Raita (with thickness equal to curd)/ Curd (fresh)
e) Rice-Plain/Jeera rice/Pulao (Make with No. 1 best quality Basmati Rice)

- f) Roti:- Tawa/Tandoori/Naan/Missi roti
- g) Sweet dish:- Gulab jamun/chhena/Ras malai/Kheer/Mal pua/Mava Bati/Malai barfee/Gajar ka Halwa/Moong Daal ka halwa/Fruit cream
Papad, Salad, Green salad & Sprouts Pickles will be complementary.
- h) Ice-cream-100 ml (will be supplied daily at the time of dinner only)
- 3) High Tea:- Morning (11:00 AM) & Evening (3:45 PM)
 - a) Tea & Coffee/Shikanjee/Aam panha/Branded cold drink
 - b) Branded cake/Biscuits with brande namkeen /wafers (In the Morning)
Samosa/Pakoda/Aloo bada/Kachori/sandwich/Dhokla (At the Evening)
- 4) Packed food:-

a) Poori(08) /Parantha(04)	f) Raita/Curd (100 gm)
b) Jeera rice (150 gm)	g) Sweet-Gulab Jamun/Chhena (1 piece)
c) Dry veg:-Bhindi/Karela/Aloo (150 gm)	h) Pickle sachet & Salad
d) Paneer dish (150 gm)	i) Packaged water-(500 ml)
e) Seasonal fruit(1 Nos)/Assorted drink(200 ml)	

Signature of the Authorized Signatory
of the Bidder with seal of firm

PROFORMA FOR FINANCIAL BID

To,

The Director,
KVS ZIET Gwalior

**Subject: Quotation for providing Catering Services in KVS ZIET Gwalior hostel located near Vivekananda
Needam, Gwalior-474002 (M.P)**

Sir,

With reference to your e-Tender No. 33089/2021-22/KVS/ZIET/GWL dated 01.12.2021 the subject mentioned above, the undersigned have read the terms and conditions of the Tender and quote the rates are as under:-

Sl.No.	Items of Food/Catering	Rate in rupees inclusive of all taxes
1	Bed tea	
2	breakfast – Menu*	
3	Tea/Coffee/ cold drinks* (Pre Lunch)	
4	Lunch(Vegetarian)*	
5	Tea/Coffee/ cold drinks* (Post Lunch)	
6	Dinner(Vegetarian)*	
7	Packed Lunch/Dinner*	
8	Motichur Ladoo made with Desi ghee occasionally for special demand (per kg)	
9	Tea (150 ML) occasionally on demand	
10	Coffee (150 ML) occasionally on demand	
11	Hot Milk (200 ML) occasionally on demand	
	Total=	

* Menu for bed tea/breakfast/tea/coffee/cold drinks/lunch/dinner & packed food as given in Schedule of Requirements and Specifications vide **annexure-III**.

SL No. 9 to 11 items will only be provided on the demand of the participants as well as officials at his own expenses.

- I/We undertake that if our bid is accepted we will provide Catering Services in accordance as specified in the Schedule of Requirements and Specifications.

Signature of the Authorized Signatory
of the Bidder with seal of firm

- I/We undertake that I/we shall furnish the Performance Security within seven days after issue of notification of award for an amount of **Rs. 1,00,000/- (Rupees one lakh only)** in the form of demand draft from any Nationalized/Commercial Bank in favour of **"KVS ZIET GWALIOR ACCOUNT"** at Gwalior. Performance Security shall remain valid for a period of 6 months beyond the date of completion of all contractual obligations of the supplier. No interest will be paid on amount, the same will be refunded when the contract is over and after clearing all dues in respect of electricity and water charges and license fee(Kitchen rent) and damages claimed/penalty imposed etc.
- I/We also agree to abide by this Bid validity period of 180 days from the date of opening of Technical Bid. It shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely **"Prevention of Corruption Act 1988"**.
- I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- I/We understand that you are not bound to accept the lowest or any bid you may receive.
- I/We will enter into a written agreement after award of contract in a format provided by the KVS ZIET Gwalior on **stamp paper of Rs. 100/-**.
- I/We clarify/confirm that we comply with the eligibility requirements of the bidding documents till our contract remain in operation/force.

Dated this _____ day of _____ 20

**Signature of the Authorized Signatory
of the Bidder with seal of firm**

ANNEXURE

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 201____, between, on one hand, the Commissioner of KVS acting through Shri _____, Designation of the officer KV/RO/ ZIET/KVS(HQ) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever

and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

stand forfeited either fully or partially, as decided by the BUYER. On the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract, to the

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satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

1. _____

Witness

1. _____

2. _____

2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.