TERMS AND CONDITIONS FOR RUNNING OF HOSPITAL CANTEEN FOR STAFF, STUDENTS, VISITORS & PATIENTS ON CONTRACT BASIS FOR TWO YEARS - FROM 1ST October 2016 TO 30TH September 2018.

THIS TENDER FORM IS TO BE DULY SIGNED AND ENCLOSED ALONG WITH THE TENDER.

Tender for running hospital canteen in the proximity of Vemana Hospital(KRJS) Marasur Anekal Taluk.

DETAILS OF TENDER

Cost of Tender

Rs. 500/-

Earnest Money Deposit (EMD)

Rs. 1.00 Lacs

Last Date & Time for receipt of Tender Document

09.09.2016; 16.00 Hrs.

Venue

Committee Room
Office of the Management Committee
RJS Polytechnic college

Address for Tender

KRJS
Head office, No.1, Mahayogi Vemana road
3rd block, Koramangala
Bangalore-560034
Website: www.reddyjanasangha.org

TENDER DOCUMENT

Tender for running hospital canteen services at Vemana Hospital-KRJS, Marasur, Anekal Taluk. The tenders are invited from capable, well-equipped, experienced and reputed Firms/Agencies/Organisations running hospital canteen services in the premises of Vemana Hospital-KRJS, Marasur, Anekal Taluk.

1. SCOPE:
Vemana Hospital-KRJS, Marasur, Anekal Taluk is a 50 bed hospital with all modern medical, surgical and investigative amenities. The Hospital consists of OPD, Emergency, Inpatient, ICU,
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OT services, Referral Services, Blood storage, highly equipped CSSD & and Center for Clinical Investigations, Radiology, Immunology. The Hospital has most of the clinical disciplines which include, Paediatrics, OBG, Ophthalmology, ENT, General Surgery, General Medicine, Gastroenterology, Dermatology, Orthopedics and many others. It has high potential daily turnout of patients. The hospital, in order to facilitate the patients, proposes to security services in the premises of the Vemana hospital Marasur.

1. Tenderers are required to sign the Terms & Conditions of the tender and submit along with the tender.

2. Tenders for the running of Hospital Canteen for Staff, Students, Visitors & Patients at Vemana hospital, Marasur in its premises should be submitted in two parts, in two sealed envelopes duly super-scribed as "TENDER FOR RUNNING OF HOSPITAL CANTEEN FOR STAFF, STUDENTS, VISITORS & PATIENTS FOR TWO YEARS 2016-2018" Due Date and E.M.D. Receipt No. needs to be mentioned on both Part - I / Part - II.
   - Part - I containing technical bids in complete details, requisite & other relevant documents and original E.M.D Receipt.
   - Part - II containing price bid.
Both Part – I and Part – II tenders addressed to the General Secretary, KRJS, Bangalore, on or before 9th September, 2016 up to 4.00 p.m. Please note that Tenders which are received late will not be considered.

3. No tender will be accepted unless the full amount of tender document charges and Earnest Money deposit of Rs.100,000/- (Rs. Ten Thousand Only) paid. The Earnest money deposit must be paid in cash or by Demand Draft drawn in favour of “Karnataka Reddyjana Sangha” payable at Bangalore. Deposit cash or Demand Draft on cash counter, Karnataka Reddyjana Sangha office at Koramangala and obtain receipt from cash counter. Original receipt of the same receipt must be enclosed along with the tender document (Technical Bid Part-I). The EMD Receipt number and date should be mentioned on the envelopes (i.e. Technical Bid Part-I & Price Bid part –II). The copy of the money receipt must be kept with the vendor and to be shown at the time of tender submission.

4. It is responsibility of the tenderers to see that the completed bidding documents are deposited in the Tender box kept inside the Karnataka Reddyjana Sangha head office at Koramangala on or before the date and time mentioned above for submission of tender, failing which the bid would be considered late and rejected. Mere handing over of the bidding documents at reception or at any other counter or room or person cannot be considered as submission of bid.

5. Tenders submitted in other places in time but not reached mentioned place before schedule time will not be accepted.

6. Vendors shall quote firm offers. Conditional offers shall not be considered.

7. Tenderer must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.

8. The General Secretary, (VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK) reserves right to:
   - Reject any or all of the tenders without assigning any reason at any stage.
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- Extend the validity of the Rate Contract for more than one year as mutually agreed upon.
- At his sole discretion reject all or any of the tenders without assigning any reason for the same. The contractors must fill in the tenders strictly in conformity with the instructions given with the schedule, failing which, their tenders are liable to be rejected.
- May terminate the contract without assigning any reason with one month’s notice to the caterer.

9. The tenderer if wishes can visit the site and acquaint himself with the site conditions before quoting the price or before submitting the tender.

10. Income tax as applicable will be deducted at source from your payment and certificate of deduction shall be issued to you by our Accounts Department.

11. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the Vemana Hospital(KRJS) shall be forfeited without any claim whatsoever on KRJS.

12. The tenderer should have at least two years’ experience of running the canteen in a reputed organization-preferably an academic or a medical institution. Suitable documentary evidence in the form of a letter from the concerned organization should be submitted along with the tender documents. Bids not complying with this condition will be summarily rejected.

13. On site visit to the Canteen site of the tenderer will be carried out for on-site technical inspection to assess the workmanship, canteen set up, etc before technically accepting tenderers technical quote.

14. The KRJS will provide suitable space for Kitchen and dining within the Hospital Campus. Necessary furniture for dining area will also be provided by KRJS.

15. Canteen shall be meant for serving refreshments, snacks, tea, meals etc. and such other items and at such prices listed in the annexure.

16. The services of the staff canteen will be at the disposal of the staff and students of this Institute including Doctors, other Officers and bona fide visitors to hospital.

17. The users of the canteen shall be paying for the services directly to the Contractor.

18. The tenderer shall bear all the expenses for running the canteen and the hospital shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen while discharging their duty.

19. The centre shall not pay any compensation in respect of any injury or death caused to the workers of the tenderer. It will be the sole responsibility of the tenderer under the applicable law/rules.

20. The centre shall not responsible for any loss, breakages or theft of tenderer’s material for which he has to make his own arrangement for storage.

21. The tenderer shall be liable to pay compensation for any loss and damage caused to the property of the KRJS or its patients by the tenderer or by his workers.

22. the event of the tenderer failing to execute the work under contract in whole or in part an alternative arrangement will be made by the KRJS totally at the cost and risk of tenderer besides any suitable fine/penalty.
23. The said Canteen shall not be used for residential purpose. In case, any rest room is required for essential staff to meet functional needs the list of such employees is to be given to the Administrative Officer for approval.

24. All branded items mentioned in the annexure should have batch number, manufacturing and expiry date thereon on each packet.

25. The tenderer shall use only the mentioned branded items and shall not change a brand without the consent of the canteen committee.

26. The tenderer shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.

27. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.

28. The Institution Campus is a “NO SMOKING ZONE”, hence sale and use of tobacco is prohibited.

29. The sale and use of Liquor (alcohol) is also strictly prohibited in canteen area and premises.

30. The tenderer should use AGMARK/F.P.O. or such standard quality food articles approved by relevant regulatory authorities. Certificate in this regard should be displayed prominently in the premises.

31. An Officer authorized by Director, VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs. 1000/- would be charged for every occasion of non-compliance. ESIC MC reserves the right to send the food samples served at the canteen to relevant testing laboratories and take appropriate action on the contractor, if required.

32. The tenderer will secure and submit to KRJS all applicable Licenses for running the canteen within 21 days of award of work or commencement of work, whichever is earlier.

33. No child labour shall be deployed. The Caterer shall employ only those persons in the Canteen who are found medically fit. Tata Memorial Hospital reserves its rights to examine any of the employees for medical fitness. Expenses, if any incurred by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK on medical examination of such employees, shall be borne and paid by the Caterer.

34. The Caterer shall keep the Canteen open at such timings as fixed by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management from time to time:

1. The rates to be charged by the Caterer for sale of articles of food, beverages, if any and cold drinks in the Canteen shall not exceed those set out in the Schedule hereto and the said Schedule shall be displayed at a conspicuous place in the said Canteen. The Contractor shall finalize the menu for lunch etc. in consultation with the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management.

2. The articles of food, beverages and cold drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind and obtained from sources approved by the
VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management. The quality of provisions used for the preparation of food items shall be approved by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management. The Contractor SHALL USE Govt. Whole milk for preparation of Tea, Coffee and Special Milk preparations.

35. VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK MANAGEMENT SHALL HAVE THE RIGHT:
(A) To stop the sale of or to destroy any article of food or drinks sold or exposed for sale in the Canteen.
(B) To stop the service rendered by the Contractor in the Canteen which is not of the requisite standard or found to be unsatisfactory on the grounds of providing poor quality food, unhygienic atmosphere management can terminate the contract by giving one month's notice.
(C) VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management shall demand and be supplied with a sample of any article of food or drinks sold or intended for sale free of cost for inspection and analysis.
(D) If any inspection or in the analysis, it is proved to the satisfaction of VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management, whose decision shall be final, the articles of service rendered by the Caterer is not of the requisite standard, the caterer shall be liable to pay to the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK a sum not exceeding Rs.1000/- as may be determined by VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management, as liquidated damages each time.

36. The Contractor shall not bring or cook or permit drinking or cooking in the Canteen of beef or bacon, or permit the skinning of animal within the Canteen. Under any circumstances, the Contractor shall not bring and serve outside cooked food like Chapatis, Puris within the Canteen.

37. The Contractor shall abide also by the rules and regulations of rationing authorities, municipal Bye-laws, rules and regulations and also by the laws of the state in force from time to time relating to sale of articles of food.

38. Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer.

39. Only LPG will be used for cooking. No. coal or wood shall be used as fuel for cooking of food, heating of food etc.

40. Initially, one gross of drinking water glass tumblers will be supplied to the Contractor on accountable basis. Thereafter, it will be the responsibility of the Caterer to make available not less than the same quantity of glass tumblers at all times in the dining hall at his own cost for drinking water services.

41. The Contractor should not use plastic cups to serve any Cold Drinks, Beverages, & Food Stuffs etc.

42. The dealings of the Contractor and his employees with the customers shall be polite. The Contractor shall while the agreement is in force, keep a complaint book in a conspicuous place in the said Canteen in which the complaints may be recorded and which shall be opened for inspection by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management, for the purpose.

43. The VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management shall appoint a Canteen Supervisor for the purpose of supervising the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The Canteen Supervisor shall have access at all times to the kitchen of the Canteen, or to any part of the Canteen, for inspection.
44. The Caterer shall allow the official of the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK to enter the Canteen in order to inspect and execute:
   (A) Any Structural additions and alterations or repairs to the said Canteen premises.
   (B) Repairs to electric, water and sanitary installations which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.

45. The VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK shall not be held responsible for any loss or damage due to any reasons whatsoever to any goods, stores or articles, whether intended for sale or not, that may be kept in the said Canteen by the Caterer.

46. The Contractor shall not permit or exhibit in the said building, printed or written Notices or Advertisements of any kind whatsoever without the previous written permission of VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management, except concerning the Canteen’s own business.

47. The Contractor shall comply with any other instructions which may be issued from time to time by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management.

48. All disputes relating to this tender can be legally resolved through courts in Bangalore only.

49. **Forfeiture of the E.M.D.**
   If for any reason whatsoever any bidder withdraws his bid at any time prior to expiry of the validity period or after issue of the letter of Rate Contract, Purchase Order, refuses to execute the Purchase Order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited.

50. **Refund of E.M.D.**
   The copy of E.M.D. receipt along with written request letter needs to be submitted for Refund of E.M.D.

51. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.

52. The Tenders must be accompanied by the following documents wherever necessary:
   - Vendor capability Proforma form a duly filled, singed & stamped enclosed with these tender documents.
   - Name and address with their residential addresses and telephone no., Mobile nos of Proprietor and all Partners/ Director of the firm
   - ServiceTax Registration Certificate – or to be provided before beginning of canteen
   - Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable or to be provided before beginning of canteen
   - Copy of the FDA License wherever applicable or to be provided before beginning of canteen
   - “No Conviction” certificate from FDA Bangalore where applicable. – or to be provided before beginning of canteen
   - Copy of BBMP/local panchayat license under schedule M wherever applicable
   - Trade License from Municipal Authority
   - Letter required from Municipal that NOC not required for conductor business
   - Testimonials in respect of previous experience
   - NOC –copy of Pollution Control Board- or to be submitted before beginning canteen
   - Copy of ESIC No. – or to be submitted before beginning of canteen
   - Copies of Employer P.F. Account No. & individual employee’s P.F. Account no.- or to be submitted before beginning of canteen
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- Copy of Certificate of License contract issued Central Labor Commissioner-or to be submitted before start of canteen
- Fire certificate from Appropriate Authority, if required as per rules.
- Details and certificates from places where the contractor is presently carrying out similar work.

53. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
- Employment of Children Act
- Workmen compensation Act
- Employment of Labor/ Contract Labor Act
- Industrial Employment Act
- Contract labor Abolition and Regulation Act 1970
- Minimum Wages Act
- Employee Provident Fund Act
- Any other act or legislation which may govern the nature of the contract.
- Any other law or act or rule as may be forced and made applicable to the workmen/supervisor/other persons as may be deployed by the contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.

54. The tenderer are requested to fill in the rates duly typewritten against each item of the schedule. Only one rate should be filled in against each item. The Rates should be legibly written. Erasures and correction in figures without the Bidder’s initials will tend the Tender, liable for rejection.

55. Only the items mentioned in Regular item list provided shall be considered for evaluation and award of Contract.

56. **Tenderers must distinctly understand:**
- That they will be strictly required to conform to the conditions of the Contract as contained in each of its clauses and that the plea of “CUSTOM PREVAILING” will not on any account be admitted as an excuse on their infringement of any of the conditions.
- That the full Contract Deposit must be paid within the time specified and the Contract must be signed on or before the date fixed and intimated in writing to the successful Bidder.
- That a postponement of the payment of the full Security Deposit for the execution of the Contract will not be permitted, by reason of the Director having in his possession other Deposits, on account of other Tenders or Contracts, which deposits may be or become returnable to the Bidder and which they may wish to transfer as Deposit under this Contract. Such transfers will not under any circumstances be permitted.

57. Contractor shall be provided electricity, water, electrical fixtures, fans, refrigerators, water coolers and canteen space premises and other such items as may be considered necessary (hereinafter called “the said items of equipment”) for running and maintaining the Canteen.
- The said items of equipment's shall remain the property of VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK. During the period, the said items of equipment's are entrusted to him, the Caterer shall use them with due attention and care. The maintenance of the said items of equipment shall be the responsibility of VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK.
- If any of the said items of equipment is found to be damaged on account or on the part of the Contractor or any of his employees, the Contractor shall be required to pay the charge for repairing and/or replacing the same as the case may be. The replacement shall be made by the Contractor by a new item of equipment of the same quality, size and make.
- If any dispute arises as to whether any of the said items of Equipment has been damaged on account of improper care and or on account of negligence on the part of the Caterer or his employees or if any
dispute arises as to whether the replacement of the said item of equipment or crockery or cutlery is not of the same make, quality and size, the decision of the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK management in the matter shall be final and binding on the Caterer.

- The Caterer shall replace at his own cost the equipment referred if any of them is lost, or misplaced or damaged beyond repairs is caused to it on account of lack of proper care or on account of negligence on the part of the Caterer or any of his employees.

58. That no subsidy will be given over the quoted rates. However, no charges will be levied on Electrical Fixtures, Fans, Refrigerators, Water Coolers, Aeration of Kitchen/Canteen/Store and Canteen Space premises.

59. No electricity will be permitted for cooking. However, Electricity & Water supplied by VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK to Contractor shall be metered.

60. Every Tender must remain open for acceptance for 30 days from the date of opening of the Tender.

61. The Bidder while quoting the rates should bear in mind that the stuff to be supplied should be of the best quality.

62. Vendors are required to submit the tenders in the sealed envelope in the format supplied along with the tenders. Vendors are required to submit a hard copy of the same duly signed on each page of the form of the tender.

63. Compliance report on technical bids be clear. If bidder not quoted or put dash(-) or ‘NA’ then it will be presumed that quoted price includes those item cost.

64. **Arbitration**

If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK. In case such person is not acceptable to the Contractor/Vendor, Director, VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.

65. **Governing Law**: The Law in force in India, from time to time shall only have application, and the courts in Bangalore shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.

66. The Tenderer/Contractor should furnish along with tender a **Notary affidavit on Non judicial stamp paper of Rs. 100/- stating their in as under**:

   a. That no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority
   b. That the firm has been manufacturing and/or marketing the quoted products for more than one financial year.
   c. That the firm is never being blacklisted/penalized/defaulted by any government institution/Hospitals with in last 5 years.
   d. That the rates quoted by the firm are the lowest and not higher than the wholesale market rates/quoted in any other Institution or Hospitals. Rates have been checked by me/us and if approved shall supply that items in the specified period.

N.B. The affidavit must be as per the details mentioned above. Any changes in the text matter are not accepted & VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK reserves the right to reject such offers.
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67. **In case of acceptance of the Tender:**
   a. The tenderer will have to enter into a Contract as per the specimen copy of the Agreement/Contract attached herewith.
   b. The charges quoted therein must be valid up to 30th September, 2018. Under no circumstances will the charges be revised, upwards after opening of the tender and during the currency of the contract.
   c. The contractor shall deposit a sum of Rs. 100000/- (Rupees one lakhs only) as Security deposit towards performance guarantee. This deposit amount shall not carry any interest, but the contractor is free to deposit Security in the form of a Bank Guarantee. The vendor will also have enter into a formal agreement and submit indemnity bond in addition to the S.D. paid.
   d. The Contractor will have to enter into an Agreement/Contract as per the specimen copy of the agreement/contract attached herewith.

68. **Those contractors who are awarded the above said contract:**
   a. Will be kept on probation for a period of six months from the date of commencement of contract.
   b. An Indemnity Bond indemnifying VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK in respect of any statutory and legal liabilities as a result of your being awarded a contract must be enclosed with the tender in the format enclosed.
   c. Shall run the canteen for the benefit and use of the employees, students, visitors & patients.
   d. It is mandatory to display both menu & price list daily in Hospital Canteen area visible to all the above mentioned service taker.
   e. Required to pay monthly rent/License fee Rs. 40,000/- per premises for the space provided by VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK, for running the canteen and will be revised 12 months later as per the authority of the hospital.
   f. Will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
   g. The personnel appointed by the Contractor must have proper and clean uniform for their identification. The personnel appointed should have the basic knowledge of personal hygiene and safe and clean method of food handling; they should be of good character and decent behavior. They should be provided with appropriate ID Cards by the contractor.
   h. The quality of the raw materials to be used for preparation of food in the staff canteen should be of highest standard and fresh.
   i. The Contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food.
   j. The Contractor should keep the staff canteen complex clean and free of any insects, cockroaches, etc., at any given time. If, at any point the Canteen & its premises are found to be unclean, the Contractor shall be held responsible and action deemed fit shall be taken by the Director, VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK including levies of appropriate penalties.
   k. Shall not be entitled to use the accommodation allotted by the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK for any other purpose or business other than running the canteen.
   l. Will be required to deploy the manpower and start the work within seven days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.
   m. Should all the time be available at work site during the course of his work.
   n. Shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the workers when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability.
arising from breach of any of those laws. The VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK will not hold any responsibility with regard to staff on the role of the contractor whatsoever.

o. Will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.

p. Shall be incumbent on the successful vendor to pay stamp duty on the contract.

q. Will be required to post skilled manpower as may be needed to supervise and guide the workers-skilled, semi-skilled as well as unskilled/ trained for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.

r. The employee engaged by the contractor shall not use VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK’s name for any publicity purpose through any public media like Press, Radio, Television or Internet, without the prior approval of Director, VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK.

s. Shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the canteen.

t. The contractor shall be responsible for removal/disposal of garbage generated in the canteen.

u. Contractor shall carry out the work in close co-ordination with the department. If any dispute arises in this regard the decision of the In-charge of work shall be final and binding on you.

v. A penalty of Rs. 5000/- will be imposed on the Contractor for each day of unauthorized closing of canteen. If canteen remains closed for a week continuously, this agreement is liable to be cancelled and the Contractor shall be required to vacate the premises within 48 hours as per directions of Competent Authorities.

w. The Contractor will vacate the canteen and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the canteen premises on stipulated date or on direction then damage charges for the overstay at the rate of Rs. 10,000/- (Rupees Ten thousand) per day will be recovered from the Contractor.

x. Rates charged for every customer should be uniform (finalized one) and the Contractor shall provide the bill to every customer. In case of excess charge found on any occasion, a fine of Rs.1000/- will be charged for every excess charge.

y. **The Contractor shall not sublet, transfer or assign the contract to any other party.**

69. **Compliance of Statutory Norms:**

a. The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.

b. The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.

c. The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.

d. The contractor shall be wholly responsible for the payment of minimum wages to his workers. As and when the minimum wage rate is changed by the Central Government, the contractor shall have to pay the revised rate to his workers as on that date.

e. The contractor shall be liable to comply with the Employees’ State Insurance (ESI) Act, 1948 and Employees’ Provident Fund (EPF) and Miscellaneous Act, 1952.

f. The contractor shall be liable to deduct the employees’ contribution of EPF and ESI and deposit the same along with the his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a signed copy of the deposit challan to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.

g. The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
h. The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.

i. The contractor shall, within 14 days from the date of issue of work order will apply to the Assistant Labor Commissioner for Labor License for the maximum number of workers he intent to engage on work. A copy of the application has to be furnished to the Engineer in Charge of the work.

j. All the liabilities arising out of any provision of Labour Acts in force and enacted/amendment from time to time during the execution of contract shall be contractor’s responsibility. Any expenditure incurred by VEMANA HOSPITAL (KRJS), MARASUR, ANEKAL TALUK to face the situation arising out of the negligence on the part of the contractors or on the part of their laborers shall be to the contractor’s accounts and recovered from the contractor’s dues.

For General Secretary
KRJS

(Bidder’s Signature)

TENDERER’S NAME AND ADDRESS:

NAME: _______________________

LATEST ADDRESS: ______________

____________________________
____________________________

TEL NO: ______________

MOBILE NO: ______________

ANNEXURE – A

(These items shall be sold from hospital cafeteria)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Items</th>
<th>Specification material and how it will serve</th>
<th>Rates in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Separate Tea 200 ml.</td>
<td>Separate sachet of Tea, milk, sugar, and hot water in disposable cup (thermocol) having capacity of 200 ml.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Ready Made Tea</td>
<td>200 ml.</td>
<td></td>
</tr>
</tbody>
</table>
Vemana hospital (KRJS), Marasur, Anekal Taluk

Tender for running hospital canteen for staff, visitors & patients

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>Packed Fruit Juice</td>
<td>Branded only (chilled)</td>
</tr>
<tr>
<td>5.</td>
<td>Water Bottle</td>
<td>Branded only (chilled)</td>
</tr>
<tr>
<td>6.</td>
<td>Vegetable burger</td>
<td>Bun of 80 gm. + vegetable patty 60 gm.</td>
</tr>
<tr>
<td>7.</td>
<td>Cheese burger</td>
<td>Bun of 80 gm. + cheese 20 gm.</td>
</tr>
<tr>
<td>8.</td>
<td>Paav Bhaji</td>
<td>2 paav medium size + 80 gm. cooked vegetable</td>
</tr>
<tr>
<td>9.</td>
<td>Vegetable Sandwich</td>
<td>Two Slice with proper stuffing</td>
</tr>
<tr>
<td>10.</td>
<td>Ice Cream</td>
<td>Branded</td>
</tr>
<tr>
<td>11.</td>
<td>Sweated Milk Bottle</td>
<td>Parag / Amul</td>
</tr>
<tr>
<td>12.</td>
<td>Bakery items</td>
<td>Britannia / Parle (No local bakery and no loose items shall be allowed to sold)</td>
</tr>
<tr>
<td>13.</td>
<td>Bun and Butter</td>
<td>Bun 100 gm. butter 10 gm. (Amul/ Parag Chiplets)</td>
</tr>
<tr>
<td>14.</td>
<td>Puri and Sabzi</td>
<td>4 Puri (Medium size 25 gm. atta) sabzi 2 serving</td>
</tr>
<tr>
<td>15.</td>
<td>Samosa</td>
<td>Medium size with stuffing (Aloo, Matar, Hara Dhaniya)</td>
</tr>
<tr>
<td>16.</td>
<td>Thali 1 serving means 80 ml / gm. cooked. Preparation shall be done in Cafeteria. If any changes required will be discussed and implemented</td>
<td>2 Roti/chapati, Dal 2 serving, Dry vegetable One serving, Green vegetable gravy wall 2 serving; vegetable preparation-1, Serving (50 gm. veg), curd 150 gm. in disposable cup in set form; rice 2 serving, salad full quarter plate with one nimbu, Chhena, sweet one piece, one napkin and one spoon. Tenderer shall arrange on its own stainless steel Thal of following dimensions (22 Gauge, L 16”-17”, B11” – 12” Depth 1.5 and six rectangular compartment) for serving of Lunch &amp; Dinner Bhojan Thal.</td>
</tr>
</tbody>
</table>

**Note:** The above rates will be inclusive of all taxes and incidental charges etc..

The above rates specification shall be displayed by the tenderer on his / her expense in cafeteria.

The Monitoring Committee as appointed by Medical Superintendent, SSH shall monitor quality of material and its services on regular basis.

Deviation in any items without permission of the committee shall not be allowed at any cost. If it is found, the contract shall immediately be terminated and firm shall be black listed.

If any adulteration in the food shall be found, the University shall lodge case before appropriate authority and terminate the contract.

Frying shall not allowed in cafeteria.

Jalebi, Mithai & chat shall be sold only with due permission in the cafeteria.

Provision of below mentioned quality shall be accepted, no deviations from this shall be allowed. If any deviation is found, the items shall be forfeited and destroyed, penalty of Rs. 2,000.00 (Rupees Two Thousand only) shall be imposed on each deviation and if any deviation found again, the contract shall be terminated and security deposit will be forfeited.

<table>
<thead>
<tr>
<th>Items</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tea Bags</td>
<td>Nestle / Taj Mahal</td>
</tr>
<tr>
<td>Sugar Sachet</td>
<td>Modi / Dhampur / Darula sugar mill</td>
</tr>
<tr>
<td>Milk Sachet</td>
<td>Nestle / Everyday/ Britannia</td>
</tr>
</tbody>
</table>
### Vemana hospital (KRJS), Marasur, Anekal Taluk

**Tender for running hospital canteen for staff, visitors & patients**

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biscuit</td>
<td>Britannia / ITC/ Parle</td>
</tr>
<tr>
<td>Bread Slice</td>
<td>Big Slices (weight 30 gm. each) Gomti/ Family / Pariwar</td>
</tr>
<tr>
<td>Liquid Milk</td>
<td>Parag / Tonned Milk</td>
</tr>
<tr>
<td>Butter</td>
<td>Parag / Amul</td>
</tr>
<tr>
<td>Medium of cooking</td>
<td>Refined oil only (Agmark only)</td>
</tr>
<tr>
<td>Spices</td>
<td>Agmark only</td>
</tr>
<tr>
<td>Cereals / Pulses / Maida / Suji / Besan</td>
<td>Agmark only</td>
</tr>
</tbody>
</table>

**Signature of the Applicant**

*with Seal & Date*
## ANNEXURE - B

**THESE ITEMS SHALL BE SOLD IN CAFETERIA**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Items</th>
<th>Specification</th>
<th>Rates (in Rs.)</th>
<th>To empl. &amp; in-patient</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cream of Tomato Soup</td>
<td>200 ml. to bee served in ceramic soup bowl with spoon and napkin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Mix Vegetable Soup</td>
<td>200 ml. to be served in ceramic soup bowl with spoon and napkin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Hot and Sour Soup</td>
<td>200 ml. to be served in ceramic soup bowl with spoon and napkin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Sweet Corn Soup</td>
<td>200 ml. to be served in ceramic soup bowl with spoon and napkin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Vegetable Fried rice (Half Plate)</td>
<td>To be served with proper cutlery and sauces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Puri Sabzi</td>
<td>4 Puri and sufficient sabzi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Malai Kofta</td>
<td>2 Piece and sufficient sabzi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Shahi Paneer</td>
<td>100 gm. paneer with proper gravy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Mutter Paneer</td>
<td>20 gm. matar and 80 gm. paneer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Aloo zeera full plate</td>
<td>Approximate 150 gm. raw aloo to be served with one lemon cut into 4 pieces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Dum Aloo</td>
<td>2 medium size aloo</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Seasonal Green Vegetable (bhindi / karela / parwal / gobhi/ matar)</td>
<td>Approximate raw vegetable 200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Dall Fry (Arhar)</td>
<td>200 ml. bowl thick consistency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Sambar</td>
<td>200 ml. bowl thick consistency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Mix vegetable</td>
<td>200 gm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Boiled Rice</td>
<td>150 gm. cooked big grain basmati rice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Roti (Plain / tandoori / rumali)</td>
<td>size approximate 30 gm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Missi Roti</td>
<td>size approximate 40 gm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Samosa</td>
<td>Medium size (Stuffing: aloo, hari dhaniya)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Chhola Bhatura (2 piece)</td>
<td>One serving Chhola (Thick) 2 medium size Bhatura</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Green Salad</td>
<td>Full plate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Masala Dosa</td>
<td>One standard size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Tea</td>
<td>One cup</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Coffee</td>
<td>One cup</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Peas Pulao</td>
<td>One standard plate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>Paratha</td>
<td>One piece</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Chilli Paneer</td>
<td>150 gm. Paneer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above rates will be inclusive of all taxes and incidental charges etc..

The above rates & specifications shall be displayed by the tenderer on his / her expense in cafeteria.

The Monitoring Committee shall monitor quality of material and its services.

Deviation in any items without prior permission of the Medical Superintendent shall not be allowed at any cost, if it is found the contract shall immediately be terminated and firm shall be black listed.

If any adulteration in the food shall be found the university shall lodge case before appropriate authority and terminate the contract.
Vemana hospital (KRJS), Marasur, Anekal Taluk

Tender for running hospital canteen for staff, visitors & patients

Provision of below mentioned quality shall be accepted, no deviations from this shall be allowed. If any deviation is found the items shall be forfeited and destroyed, penalty of Rs. **2,000.00 (Rupees Two thousand only)** shall be imposed on each deviation and if any deviation found again the contract shall be terminated and security deposit will be forfeited.

<table>
<thead>
<tr>
<th>Items</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tea Bags</td>
<td>Nestle / Taj Mahal</td>
</tr>
<tr>
<td>Sugar Sachet</td>
<td>Modi / Dhampur / Darula sugar mill/any other</td>
</tr>
<tr>
<td>Milk Sachet</td>
<td>Nestle / Everyday/ Britannia</td>
</tr>
<tr>
<td>Biscuit</td>
<td>Britannia / ITI/ Parle</td>
</tr>
<tr>
<td>Bread Slice</td>
<td>Big Slices (weight 30 gm. each) Gomti/ Family / Pariwar</td>
</tr>
<tr>
<td>Liquid Milk</td>
<td>Parag / Toned Milk</td>
</tr>
<tr>
<td>Butter</td>
<td>Parag / Amul/any quality checked local</td>
</tr>
<tr>
<td>Medium of cooking</td>
<td>Refined oil only (Agmark only)</td>
</tr>
<tr>
<td>Spices</td>
<td>Agmark only</td>
</tr>
<tr>
<td>Cereals / Pulses / Maida / Suji / Besan</td>
<td>Agmark only</td>
</tr>
<tr>
<td>Rice</td>
<td>Long and thin grain Basmati Rice</td>
</tr>
</tbody>
</table>

Signature of the Applicant

with Seal & Date
## TECHNICAL BID PART – A

### PARTICULARS OF THE TENDERER

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Firm or Company with proof</td>
</tr>
<tr>
<td>2.</td>
<td>Address of the Firm or Company alongwith Telephone Nos. of Residence and Office</td>
</tr>
<tr>
<td>3.</td>
<td>Name of Proprietor(s) / Owner(s) / Director(s)/ Partners with their addresses, phone no. and mobile nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Whether Firm or Company is having atleast one month of a year experience of running cafeteria services / catering / food &amp; Beverages services in any large hospital or Government / Corporate offices employing at least 50 employees or hotel / restaurant of repute.</td>
</tr>
</tbody>
</table>
| 5. | Earnest Money Deposit of Rs. 100,000/- of a nationalised bank  
Bank Draft No.:  
Date :  
Issuing Bank : |
| 6. | VAT/Trade Tax Registration certificate of the firm  
Submitted / Not submitted |
| 7. | Copy of Income Tax return for last three consecutive years of the firm and TAD No. / PAN No.  
Submitted / Not submitted |
| 8. | Affidavit by notary to certify  
- That the firm / company and its proprietor / partners have never been black listed.  
- That there is no police case / vigilance enquiry / court case pending against the firm / company and its proprietor / partners.  
- That the firm / company and its proprietor / partners have never been punished by any court of law.  
Submitted / Not submitted |
| 9. | Certificate of EPF Registration number in Anekal taluk if available. The tenderer having certificate of EPD should submit EPF returns of atleast three years. |
| 10. | Copy of resolutions is submitted for authorisation of signatory to sign the |
Vemana hospital (KRJS), Marasur, Anekal Taluk

Tender for running hospital canteen for staff, visitors & patients

12. I have read and thoroughly understood the all terms and conditions of this tender and agree with them and will abide by the same.

13. I also agree and declare that I will abide by the rules and regulations of the University, if allowed to work I am also aware that the M.S. / Registrar, Banaras Hindu University has reserved his right to reject any application without assigning any reason whatsoever, for the same and I will have no right to challenge the same in any court of law.
Vemana hospital (KRJS), Marasur, Anekal Taluk

Tender for running hospital canteen for staff, visitors & patients

ACCEPTANCE

I ......................................................... S/o .......................................................... R/o ............................................................ who is Proprietor / Owner / Director / Partners at cafeteria of M/s. .......................................................................................... have read and understood the contents of the foregoing paragraphs with sound mind and without any pressure from any quarter. If any documents or information furnished with tender is found forged or fabricated at any time, the University has full right to forfeit my / our EMD or security deposit.

I am putting my signature and seal of the organisation, as a token of acceptance to the above.

SIGNATURE OF THE TENDERER

WITH SEAL AND ADDRESS

ENCLOSURES: FULL DETAILS
FINANCIAL BID

(Minimum License Fee is Rs. 0.5 Lakh (Rupees One Lakh Fifty thousand) per month, vendors who will offer more shall be considered eligible and those who will offer less shall be rejected).

I / We are offering License fee as for selling food items as per annexure (a & b) under all terms and conditions mentioned in the tender documents.

Amount in Figure .................................................................................................................. Per month

Amount in Words .................................................................................................................. Per month

The amount of license fee offered above shall be deposited by me in the Vemana hospital account regularly along with electric and other charges latest by 7th of each month positively; otherwise I will pay interest @ 20% per day of the license fee, further I shall submit its receipt to the Chairman to the Monitoring Committee.

Signature of the Applicant

With Seal & Date
Annexure – C (i)

Affidavit

(On Non Judicial Stamp Paper of Rs. 10/-)

I ................................................................. S/o .................................................. R/o .................................................................

Affidavit

(On Non Judicial Stamp Paper of Rs. 10/-)

I ................................................................. S/o .................................................. R/o .................................................................

Affidavit

(On Non Judicial Stamp Paper of Rs. 10/-)

I ................................................................. S/o .................................................. R/o .................................................................

That our Firm / organisation / company namely M/s. ........................................... has never been black listed by any of our clients or by any Government department.

Deponent

Verification

Verified at ........................................................ on the ..................... date .................... that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent
Vemana hospital (KRJS), Marasur, Anekal Taluk

Tender for running hospital canteen for staff, visitors & patients

Annexure – C (ii)

Affidavit

(On Non Judicial Stamp Paper of Rs. 10/-)

I .................................................................  S/o .........................................................  R/o .................................................................

I ....................................................................... Owner/ Partner/ Proprietor / Director of M/s. ........................................................................................... having its registered office at ..........................................................................................................................

I do hereby solemnly affirm and declare the following:

That there is no ongoing criminal case / vigilance enquiry / labour dispute against the firm / organisation / company or its owners / partners / proprietors / Directors and he / she has never been convicted by any Hon’ble Court of law.

Deponent

Verification

Verified at ........................................................ on the .................... date .................... that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent
Vemana hospital (KRJS), Marasur, Anekal Taluk
Tender for running hospital canteen for staff, visitors & patients

Annexure – C (iii)

Reference No.: ........................................... Date .............................

Experience Certificate
(On the letterhead of the organisation)

This is to certify that M/s. ............................................................... is providing / has provided food and beverages services for patients in our organisation from ................ to ......................... for large hospital or Government / Corporate office/ employing at least 50 employees or hotel / restaurant of repute and having turnover of Rs. ............................... per annum.

This is to further clarify that their services during this period have remained satisfactory as per contract agreement with our organization.

Signature
Name
Designation
Seal of the organization