

E- TENDER NOTICE FOR CANTEEN SERVICES AT ESIC HOSPITAL, PEENYA

INDEX

| Sl.No. | Description | Page Nos. |
|---------------|--|------------------|
| 1. | Tender Notice | 1 |
| 2. | Introduction | 2 |
| 2. | Chapter 1: Instructions to Bidders | 3-7 |
| 3. | Chapter-2: General Conditions of Contract | 8-12 |
| 4. | Chapter-3: Scope of Work | 13 |
| 5. | Chapter-4: Technical Bid | 14 |
| 6. | Annexure-“A” | 15 |
| 6. | Chapter-5: Financial Bid | 16 |



कर्मचारी राज्य बीमा निगम अस्पतालपीन्या ,
EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, PEENYA

(भारत सरकार के अधीन ,श्रम एवं रोजगार मंत्रालय)

(Under the Ministry of Labour & Employment, Govt. of India)

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Industrial Suburb, Bengaluru - 560022.

फोन: 080-23579467 ईमेल: ms-peenya.ka@esic.in

सं./No. 492/B/15/15/2016-17/Genl-Canteen Services

दिनांक/Date: 01.07.2017

क.रा.बी.नि.अस्पताल, पीन्या में कैंटीन सेवाओं के लिए ई-निविदा सूचना
E- TENDER NOTICE FOR CANTEEN SERVICES AT ESIC HOSPITAL, PEENYA

द्विबोली प्रणाली के तहत पंजीकृत और प्रतिष्ठित कैंटीन प्रचालकों से "ई" खरीद समाधान के माध्यम से ई-निविदाएं आमंत्रित की जाती हैं । ई-निविदा दस्तावेज दिनांक 03.07.2017 से <https://esictenders.eproc.in> पर ऑनलाइन उपलब्ध हैं / E-tenders under two-bid system are invited from reputed CANTEEN SERVICE PROVIDERS through "e" procurement solutions. E-Tender documents are available online from 03.07.2017 at <https://esictenders.eproc.in>.

ऑनलाइन बोली जमा करने की अंतिम तिथि

Last date for Submission of online bid:

24.07.2017 (1600 hours)

इच्छुक निविदाकार क्लास-III बी डिजिटल हस्ताक्षर प्रमाण-पत्र प्राप्त करें और स्वयं को <https://esictenders.eproc.in> पर पंजीकृत करें । ई-निविदा प्रक्रिया के लिए संबंधित निर्देशों और हेल्पडेस्क संपर्क नंबरों के साथ निविदा दस्तावेज, कर्मचारी राज्य बीमा निगम की वेबसाइट i.e. www.esic.nic.in, www.esickar.gov.in, and www.esichospitals.gov.in/Bengaluru/peenya/home पर देखने हेतु उपलब्ध हैं । The interested tenderers should obtain Class-III B Digital Signature Certificates and register themselves at <https://esictenders.eproc.in>. Tender documents with related instructions and Helpdesk Contact numbers for the e-tender process are available for viewing on the website of Employees' State Insurance Corporation i.e., www.esic.nic.in, www.esickar.gov.in, and www.esichospitals.gov.in/bengaluru/peenya/home

हस्ता.Sd/-

चिकित्सा अधीक्षक

Medical Superintendent

स्थान/Place: Bengaluru

दिनांक/Date: 01.07.2017.

INTRODUCTION:

E-tenders under two-bid system through e-procurement solutions are invited from reputed Canteen Service providers/Catering agencies for providing in-house canteen services for a period of one year, extendable annually for a period of up to three(3) years. The canteen will cater to the needs of employees of the hospital, visitors, OPD patients and attendants of patients. ESIC Hospital, Peenya, Bengaluru is a 100 bedded hospital run by the Employees State Insurance Corporation which is a statutory organization under the Ministry of Labour and Employment, Govt. of India.

| Sl. No | Name of the Work | Providing Canteen services at ESIC Hospital, Peenya, Bengaluru - 560 022. |
|--------|--|---|
| 1 | Duration of Work | One Year (extendable annually up to three years) |
| 2 | Bid Processing Fee | Rs.2495/- (to be paid in the form of Demand Draft to M/s C1 India Pvt Ltd payable at New Delhi) |
| 3 | Value of Tender | Not applicable |
| 4 | Earnest Money Deposit(EMD) | Rs.20,000(Rupees Twenty Thousand only) |
| 5 | Date of issue of e-tender applications | 03.07.2017 (online) |
| 6 | Pre-bid Meeting | 12.07.2017 (at 1500 Hours) in Conference Hall, 1 st Floor, ESIC Hospital, Peenya. |
| 7 | Last date for uploading of completely filled tender applications | 24.07.2017, 1600 Hours |
| 8 | Date and Time of opening of Tender(Technical Bid) | * 25.07.2017, 11.00 hours (online) |
| 9 | Date and Time of opening of Tender(Financial Bid) | * Will be communicated through suitable media after completion of Technical bid analysis. |

Note: *In case the said date/s, happen to be a holiday for any reason, the activity will be held on the immediate next working day at the same time & place & as a consequence any change/s in the date/s of the subsequent activities will be informed through suitable media to all concerned.

Selection of the agency will be at the sole discretion of the competent authority of the ESIC who reserves its right to accept or reject any or all the proposals.

The tender documents for the above work can be downloaded from www.esictenders.eproc.in and can also be viewed at www.esickar.gov.in or www.esic.nic.in or <http://www.esichospitals.gov.in/bengaluru-peenya-home>.

MEDICAL SUPERINTENDENT

CHAPTER-1: INSTRUCTION TO BIDDERS

1. E-tenders under two-bid system are invited from registered and reputed agencies/firms for providing Canteen services at ESIC Hospital, Peenya, Bengaluru-22 for one year.
2. Bids for the tender will be accepted only online through www.esictenders.eproc.in and no manual tender applications will be accepted. Any manual application received will be summarily rejected.
3. **Eligibility Criteria:**
 - (a) The bidder should have experience in Catering/Canteen services for at least one year in Government/ Autonomous public sector undertakings/ reputed MNCs/ 100 bedded and above hospitals during the last three (3) years.
 - (b) The Contractor should fulfill the various criteria and fill up the information as specified in the Technical Bid under Chapter-4 along with supporting documents specified therein.
4. **Bid Security/Earnest Money Deposit(EMD)**
 - (a) The **last date for receipt of EMD** at ESIC Hospital Peenya is 24-07-2017 (The EMD of Rs.20,000/- in the form of Demand Draft(of any Scheduled Bank) drawn in favour of “ESI Fund A/c No.1” payable at Bengaluru should be dropped in the box placed at PMD Branch, ESIC Hospital, Peenya or sent to “**The Deputy Director, PMD Branch, ESIC Hospital-Peenya, Plot No.1, 5th Main Road, Behind FTI Campus, Yeshwanthpur Industrial Suburb, Bengaluru-560022**” in a closed cover superscribed as “EMD- Canteen services at ESIC Hospital, Peenya, Bengaluru-22”).
 - (b) EMD shall remain valid for of 30 days beyond the final validity period of bids (90 days).
 - (c) A bid received without Bid security (EMD) shall be rejected at the bid opening stage.
 - (d) The earnest money deposit (EMD) shall be refunded to the unsuccessful Tenderers after finalization of the Tender process.
 - (e) It shall be refunded to the successful Tenderer on receipt of Security deposit or shall be allowed to be adjusted towards Security Deposit.
 - (f) No interest is payable on the EMD.
 - (g) The bid security may be forfeited:
 - (i) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
 - (ii) In the case of successful bidder, if the bidder fails to:
 - Accept the offer of contract.
 - Submit the surety bond after awarding of the contract.
 - Furnish the performance security within the time specified in the document.
5. **E-tender Procedures and helpdesk:** All bidders are to submit their bids and documents through online. The instructions relating to **e-tender procedures and the Helpdesk** for inquiries are given below.
 - i) All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with both DSC components i.e., signing & encryption to participate in the E-Tenders.
 - ii) Bidder should get Registered at <https://esictenders.eproc.in>
 - iii) Bidder needs to submit Bid Processing Fee charges of Rs.2,495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Private Limited payable at New Delhi for participating in the tender.
 - iv) Along with the Demand Draft, Bidder needs to send a covering letter mentioning about the payment details, company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).
 - v) The payment should reach at the below mentioned address, one day before the due date

and time of Bid submission:

Kind Attn: Mr.Mohit Chauhan,
C1 India Private Limited,
301, Gulf Petro Chem Building, 1st Floor,
Udyog Vihar, Phase-2,
Gurgaon, Haryana – 122015.

Note: Payment will be approved only after physical receipt of Demand Draft.

- 6. Submission of Bids:** All bidders are to upload their bids online at <https://esictenders.eproc.in>. The documents to be uploaded and instructions in this regard are as below:
- (a) **Technical Bid** (as per Form in Chapter-4) duly filled and signed. The technical bid should be supported by all **documents marked “*”** (asterisk sign) in the Technical bid Form and serially numbered as per the Serial numbers in the Bid form.
 - (b) **Financial Bid** (as per Form in Chapter-5) duly filled and signed. The Financial Bid should be accompanied by the **declaration in Annexure-A** duly filled and signed.
 - (c) All the pages of the Bid Forms and supporting documents should be self-attested.
- 7.** All the entries/documents submitted in the bid must be legible and filled clearly and self-attested along with the seal of the firm. Any overwriting which is unavoidable shall be attested by the Authorized Signatory failing which the bid will to be liable to be rejected.
- 8. Deadline for submission of bids:**
- (a) The last date for online submission of tender is 24-07-2017 (1600 Hours).
 - (b) The **last date for receipt of EMD** at ESIC Hospital Peenya is 24-07-2017.
 - (c) The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru - 22, may, at his/her discretion, extend the deadline for submission of bids or call for re-tender in case sufficient bids are not received. In such case, the financial bids for the valid Technical bids received will be considered for the re-tender.
- 9 Bid Opening and Evaluation**
- (a) The bid shall be opened online by the Officers authorized by the Medical Superintendent at **1100 Hrs on 25-07-2017** in the Conference Hall, 1st Floor, ESIC Hospital Peenya, in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present.
 - (b) All the bids will be scrutinized, relevant documents will be checked for their eligibility.
 - (c) The tenderers whose technical bids are accepted will be informed about the date of the opening of financial bids.
- 10 Contacting Officials:**
- (a) No bidder shall try to influence the Hospital administration on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.
 - (b) Any effort by the bidder to influence the Hospital administration in the bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
 - (c) Any doubts on the tender may be placed for clarification during the Pre-bid meeting.

- 11** The financial bid shall be valid for a period of 90 days from the date of opening of the Financial bid. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period and the EMD submitted by the tendering firm would stand forfeited in case of withdrawal.
- 12** Tenders received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.
- 13** The Tenders from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been blacklisted/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
- 14** Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, their bids are liable to be rejected.
- 15** The bidder shall submit full details of his Agency / firm or, if the bidder is proprietor / partnership or a Private Limited Company, full details of ownership and name of the Directors. If the bidder is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the Hospital authority.
- 16** The bidder is expected to examine all instructions, Forms, Terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 17** All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or tender document submitted without tender fee (if applicable) and earnest money deposit (EMD) will be summarily rejected.
- 18** Tenderer signing the tender must clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as Director/Manager/Secretary etc., as the case may be.
- 19** Non transferability : This tender is non transferable
- 20** Any conditional acceptance is liable for rejection of tender.
- 21** The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action
- 22** The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru – 22 reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- 23** The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru-22 will award the contract to the successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 24** The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru will award the contract to the

successful evaluated bidder whose bid found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

- 25 The Contractor who has quoted the least total in bid shall be considered as the lowest tenderer.
- 26 In case more than one bid quoting the same rates are received, the award of the contract will be decided on the basis of evaluation by committee constituted by the Medical Superintendent, ESIC Hospital, Peenya, Bengaluru. The committee shall decide after verifying the premises, infrastructure, facility and years of experience etc.
- 27 The successful bidder will be informed by Registered post/e-Mail that his bid has been accepted (hereinafter and in the condition of contract called the "Letter of Award")
- 28 The successful bidder will be required to execute an agreement within a period of 15 days from the date of issue of Letter of Award until extended by the Medical Superintendent, ESIC Hospital, Peenya, Bengaluru up to a maximum of another two weeks in a non-judicial stamp paper and all the expenditure in this regard should be borne by the bidder.
- 29 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Award" for an amount of **Rs. 1,00,000 (Rs One lakh only)** in the form of Demand Draft from a Scheduled / commercial bank drawn in favour of "**ESIC Fund A/c No -1**", payable at Bengaluru or in the form of an unconditional Bank Guarantee from a Scheduled bank in the format approved by ESIC. The successful bidder can also apportion the Earnest Money towards the security deposit subject to payment of the balance amount. The Performance Security / Security Deposit shall be returned within two months after the expiry of contract and completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall stand automatically extended.
- 30 This Security deposit will not bear interest of any kind.
- 31 Each page of the Tender document should be signed and stamped by authorized representative of Tenderer in acceptance of the terms and conditions laid down by ESIC.
- 32 Tender containing false, misleading information will be rejected and may also be liable for consequences for submitting false information.
33. The Medical Superintendent, ESIC Hospital, Peenya, Bengaluru does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
34. Medical Superintendent may at his discretion, amend/modify the tender and/or extends the deadline for submission of tenders at any time prior to the last date for submission of Tenders. Medical Superintendent may for any reason at his own initiative modify the Tender documents by amendment and information thereof will be uploaded on Corporation's website and shall be binding on all concerned.
35. The Financial bid will be scrutinized and comparison for lowest bid made on the basis of the average rate arrived at Sl.No.4 of the Bid.
36. The competent authority reserves the right to withdraw/relax any of the terms and conditions

mentioned above.

- 37.** The Medical Superintendent, ESIC Hospital, Bangalore -22 is the Competent Authority to renew the contract or to terminate the contract.
 - 38.** All disputes relating to this tender can be legally resolved through Courts in Bangalore only.
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CHAPTER-2: TERMS AND CONDITIONS

1. ESIC Hospital, Peenya, Bangalore -22 intends to have a canteen in the Hospital Premises in the existing rooms. The Contract Period is initially for one year, extendable from year to year basis, subject to satisfactory performance of the firms during the contract period and subject to maximum of three years (including the initial one year)
2. The tenders/quotations are invited only from the Contractors who possess experience in Canteen as laid down in the Tender Notice.
3. The Canteen Contractor may be considered for entrusting catering for various conferences, meetings and functions that may be held in this Hospital, depending upon quality of items supplied. This is at the option of the Hospital authorities/Organizers.
4. The services of the staff canteen will be at the disposal of the Staff, Doctors and bona fide visitors to the Hospital. The users of the canteen shall be paying for the services directly to the Contractor.
5. Serially numbered details of all the documents must be submitted along with the tender document.
6. All the submitted documents must be authenticated.
7. Attested copies of only such licences/certificates must be attached which are currently in force.
8. The experience certificate as submitted by the bidder must be a certificate of performance of the given period. No copy of work order may be submitted along with the tender.
9. The bidder should have a working experience of five years in this field.
10. **Subletting of canteen contract is strictly prohibited and violation would amount to termination of contract.**
11. The contractor has to provide by himself the Utensils, fuel, gas and all other ingredients for cooking purposes.
12. Every intending Tenderer has to furnish EMD for Rs.20000/- though Demand Draft in favour of ESIC Fund A/c.No.1, E.S.I.C. Hospital, Bangalore payable at SBI Bangalore Branch. Unsuccessful Tenderers will be refunded the EMD only after the contract is finalized.
13. Successful Tenderer has to furnish Security Deposit of Rs.1,00,000/- by way of DD/Bank draft in favour of ESIC Fund A/c.No.1, E.S.I.C. Hospital, Bangalore payable at SBI Bangalore and enter into agreement.
14. Accommodation will be made available for running canteen free of cost.
 - a) It is the responsibility of contractor to maintain facilities provided to him in proper condition
 - b) In case any damage is caused to the Hospital property, the amount assessed will be recovered from the Security Deposit of the contractor. In all such cases, the decision of the Medical Superintendent will be final and binding on the part of the contractor. The decision of the Medical Superintendent on these matters will be final
 - c) The interior decoration shall be done by the contractor on his own with the prior approval of the Medical Superintendent.
15. Electricity will be supplied free of cost for general illumination, refrigeration and aeration of the kitchen / canteen / store, but no electricity will be permitted for cooking. The contractor is forbidden from using any additional electrical equipment or appliances without the written permission of the Medical Superintendent. The contractor is responsible for replacement of fused bulbs/repared electrical items.
16. Water will be supplied free of cost for the usage of Canteen only. The Contractor is instructed to use the water for the usage of Canteen economically.
17. **Maintaining the drainage system line of the Canteen will be the sole responsibility of the contractor.**
18. The Hospital offers to provide the following facilities for running Canteen Service:
 - Necessary infrastructure for Canteen - separate space with fully air condition, has been specifically designed for functioning of a Canteen in this hospital with separate Kitchen, Serving

area, Dining hall and Wash room with toilet.

- Furniture and fixtures like tables and Chairs in Dining hall
- Water supply for drinking and washing of utensils.
- Electricity supply for general illumination, refrigeration and aeration.
- Inventory of materials and equipment to be provided to the contractor as detailed in the table below:

| Sl.No. | Item Name | Quantity |
|--------|--|-----------------|
| 1 | Cold Display Counter | 1 nos. |
| 2 | Hot Display Counter for Snacks | 1 nos. |
| 3 | Bain Marie Front side Glass & Granite Top | 1 nos. |
| 4 | Exhaust Hood for Two Burner | 1 nos. |
| 5 | Exhaust Hood for Two Burner | 1 nos. |
| 6 | M.S.Cylinder Bank | 1 nos. |
| 7 | Two Burner Range | 1 nos. |
| 8 | Two Burner Range | 1 nos. |
| 9 | S.S.Sink with table | 1 nos. |
| 10 | Soiled Dish Landing Table with Garbage Chute | 1 nos. |
| 11 | Storage Rack | 1 nos. |
| 12 | Pickup Counter | 1 nos. |
| 13 | Three Sink Unit | 1 nos. |
| 14 | LPG Gas Pipeline with Manifold | 100 ft.(approx) |
| 15 | Canteen Tables | 27 nos. |
| 16 | Canteen Chairs | 96 nos. |
| 17 | Canteen Counter Table (T-1500) | 1 nos. |
| 18 | Canteen Counter Chairs | 3 nos. |

All the items should be returned to the hospital intact while vacating the canteen by the contractor. Any damages to the properties/equipment shall be levied upon the contractor only and deducted from the security deposit.

19. **The Contractor is expected to pass on the benefit of free accommodation, electricity and water in the form of reduced cost of food items while quoting the rates.**
20. The contractor shall bear the stamp duty on the original of the agreement, which shall be executed in duplicate, and the Hospital shall retain the original and the Contractor shall retain the duplicate.
21. The tender will be awarded only after verification of the experience, capability in running the canteen and other certificates by the Officers/Committee nominated by the Medical Superintendent.
22. The Contractor has to quote the price for all the items mentioned in the Financial bid and the contract shall be awarded to the bidder who has the sufficient work experience and the capability in running the canteen and whose grand total quoted for the items mentioned in the Financial bid is lowest in comparison to the other tenderers. However the decision of the Medical Superintendent in this regard is final.

23. The contract/tender, if awarded, shall be valid initially for one year from the date of award of contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to the maximum of one year, on terms and condition of the Medical Superintendent, ESIC Hospital, Peenya.
24. The price quoted should be valid for the one year and no change in price should be effected without the previous approval of the Medical Superintendent. Change in price of all items will be based on Consumer price index and the recommendation of the Canteen Committee which may examine the request on an annual basis before extension of the Contract.
25. There should not be different price for staff and Insured Persons and others.
26. The price of the items to be sold has to be displayed at prominent places in the Canteen/Hospital.
27. The Contractor may sell other admissible items in addition to the items mentioned in the Financial bid and the pricing should be in consultation with the Medical Superintendent. **Further the packaged food items should be sold at MRP or below, duly approved by the Medical Superintendent.**
28. The Contactor shall maintain utmost hygiene standards with regards to the food items, utensils for cooking as well as serving and personnel cooking and serving food should be in uniform compulsorily to the satisfaction of the purchaser and as mandated in the relevant Law (Food & Adulteration Act). Quality of all food items must be excellent in all cases. No spent cooking oil must be used again.
29. The food items supplied shall be contamination-free, and fresh. No left-over or balance food item shall be served.
30. The contractor shall keep kitchen, wash area, utensils, serving vessels, plates and toilet clean and disinfected and shall make arrangements for disposal of garbage and left-over of food. **Housekeeping services will not be extended to the canteen area either for cleaning purpose or any other work.**
31. The contractor shall be responsible for removal/disposal of garbage generated in the canteen. **Any blockage in canteen has to be cleaned by the contractor and in the event of failure to clear the blockage, it shall be cleaned by the hospital administration and the amount involved shall be levied upon/deducted from Security deposit without any notice.**
32. The supplier shall employ experienced and healthy persons and the workers should be paid by the contractor only as per the Central Minimum wages and this Hospital will not take any responsibility on this.
33. The agency will be responsible for complying with payment of Central Minimum wages and other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule as per Labour Laws in force from time to time to its employees deployed in the hospital, all laws related to Social Security (ESI & E.P.F. etc), Service Tax wherever applicable & other Labour legislations, pollution control and such statutory orders from time to time as regards to treatment & disposal of garbage, and the Contractor will be liable for any consequences resulting from violation of any such rule / provision.
34. The workers engaged by the contractor shall get them examined for medical and physical fitness by Hospital doctor once in a quarter, and obtain a certificate which may be submitted to the Medical Superintendent at the beginning of each quarter. No unhealthy workers shall be allowed to prepare or serve food.
35. The workers employed by the supplier shall wear clean dress.

36. The Contractor must employ adult and skilled labour only. **Child labour is strictly prohibited.** Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
37. The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
38. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
39. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour(Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
40. The personnel so appointed should have the basic knowledge of personal hygiene and safe & clean methods of food handling, they should be of good character and decent behavior. They should be provided with appropriate ID cards by the Contractor.
41. The Contractor shall bear all the expenses for running the canteen and the ESIC Hospital shall not in any manner be
 - a. Liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury or injury caused to its workmen while discharging their duty.
 - b. The Contractor shall not be entitled to use the accommodation allotted by the ESIC Hospital for any other purpose or business other than running the canteen.
42. The Contractor shall not use the name of the ESIC Hospital in business dealing with other persons or traders.
43. The contractor should work to the satisfaction of the Hospital authorities. For this purpose the Officers authorized by the Medical Superintendent reserves the right to examine quality, quantity and hygiene.
44. The contract will be terminated on either side with, one month Notice.
45. They should maintain decency and decorum in Hospital premises.
46. Cleanliness should be maintained. The contractor is responsible for strict observance of all Central Labour Laws and all other Laws pertaining to his Employees including statutory laws pertaining to eating establishments.
47. The Contractor shall provide the bill to every customer. In case of excess charge found any occasion, a fine of Rs.1000/- will be charged for every excess charge.
48. The Contractor 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.
49. An Officer authorized by Medical Superintendent can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs. 1 000/- would be charged for every occasion of

non-compliance. ESIC Hospital 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.

50. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, a fine of Rs.2000/- for each occasion will be imposed.
 51. If poor quality of rice is used for preparation of food items, a penalty of Rs. 2000/- for each occasion will be imposed.
 52. Oil once used should not be reused. If reuse of oil is noticed, penalty of Rs.1000/- for each occasion would be levied.
 53. 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, the agreement is liable to be cancelled and the Contractor shall be blacklisted and required to vacate the premises within 48 hours as per directions of the Medical Superintendent.
 54. The Medical Superintendent shall have the right to terminate the agreement with the Contractor by giving one month's notice without assigning any reason. Refund of the unutilized portion of Security Deposit paid by the contractor will be at the discretion of the Medical Superintendent.
 55. 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 over stay at the rate of Rs. 10,000/- (Rupees Ten thousand) per day will be recovered from the Contractor out of the Security Deposit. If Security deposit is insufficient to recover damage charges then the same will be recovered through the Courts of law.
 56. Security Deposit of the Contractor will be forfeited in case of breach of any condition stipulated herein.
 57. For any dispute regarding quality / service and rates the decision of the Medical Superintendent shall be final and binding to the Contractor.
 58. All disputes relating to this tender can be legally resolved through courts in Bangalore only.
 59. The Medical Superintendent of the ESIC Hospital, Peenya, Bangalore reserves right to impose penalties to the extent of termination of contract without assigning any reasons thereof and forfeit, Security Deposit if Contractor fails to maintain good quality and quantity based on the gravity of complaint.
 60. The Medical Superintendent reserves the right to accept or reject any or all the Tenders without assigning any reasons therefore.
 61. The Medical Superintendent, ESIC Hospital, Bangalore -22 is the Competent Authority to renew Contract or to terminate contract.
 62. In case of gross breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by The Medical Superintendent ESIC Hospital, Peenya, Bangalore 22 besides annulment of the contract and also **blacklisting** of the contractor.
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CHAPTER-3: SCOPE OF THE WORK

1. The Contractor should provide non-alcoholic beverages including tea, coffee etc., and provide refreshments including lunch/dinner to the Officers and Staff of the Hospital, attendants of patients admitted in ESIC Hospital, Peenya, Bengaluru -22 and those attending OPD services of the Hospital and visitors.
 2. Non-alcoholic beverages rate should not exceed MRP.
 3. The Contractor may also be required to supply refreshments/meals for various conferences, meetings and functions that may be held in the Hospital.
 4. The Contractor shall not sell any intoxicating items / tobacco based items in the Canteen.
 5. The Medical Superintendent will only provide suitable space for cooking and storing of raw materials only free of cost.
 6. The Contractor shall provide utensils for cooking and plates etc., for serving food as well as LPG fuel for the purpose of cooking.
 7. The timing of the Canteen will be between 7.00 AM to 7.00 PM on all days and the timings may be changeable depending upon the situation by the Medical superintendent.
 8. The breakfast items should be available between 07.00 AM to 12.00 Noon.
 9. The lunch items should be available between 12.00 Noon to 03.00 PM.
 10. The evening and dinner items should be available between 05.00 PM to 07.00 PM.
 11. Minimum canteen services for providing beverages and packaged snack items should be made available on demand 24 hours a day.
 12. Only vegetarian items shall be prepared and supplied.
 13. The Contractor shall levy only the agreed and approved rates common to all and should not charge different price for staff and others.
 14. The contractor should display prices of every item sold in a prominent place of the canteen.
 15. The supplier shall possess requisite statutory license for carrying out the business and shall be responsible for complying with all existing laws pertaining to the services offered as well as to those pertaining to engagement of persons under him. Compliance against the same will be the sole responsibility of the Contractor.
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CHAPTER-4: TECHNICAL BID

| | | | |
|----|--|---|--|
| 1. | Name of the Tenderer & Address* | | |
| 2. | Name of the Owner / Partners / Directors* | : | |
| 3. | Full particulars of Office | : | |
| | (a) Address* | : | |
| | (b) Telephone No. | : | |
| | (c) e-Mail & Fax No. | : | |
| 4 | Total no. of Employees: | | |
| 5 | Details of approved Contract with other Organization / Institutions, If any give details (Append extra page if necessary)* | : | |
| 6 | Details of any Government contracts executed during the last five years (Append extra page if necessary)* | : | |
| 7 | Details of experience of running the canteen in reputed Organization / Institutions* | : | |
| 8 | Annual turn over of the firm in the last three years (Copy of the IT returns to be enclosed)* | | |
| 9 | Full particulars of the Bankers of Company / Firm / with full Address / Tel. No./Fax No./e-Mail id | : | |
| 10 | Registration details | : | |
| | (i) PAN / GIR No.* | : | |
| | (ii) Service Tax Registration No.* | : | |
| | (iii) EPF Registration No. | : | |
| | (iv) ESI Registration No. | : | |
| 11 | Details of Earnest Money Deposit | : | |
| | a) Amount (Rs.) | : | |
| | b) DD / PO No. & Date | : | |
| | c) Drawn on Bank | : | |
| | d) Valid upto | : | |
| 12 | Any other information | | |

- Documentary proof to be uploaded online

I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same. The information / documents furnished along with the above tender are true, authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides prosecution under appropriate law.

Date:
Place

Signature of Owner/Managing Partner/Director
Name
Seal

UNDER TAKING

1. I, the undersigned, certify that I have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them in letter and spirit.
2. The EMD of Rs. 10,000/- has been submitted at ESIC Hospital-Peenya vide DD No. _____ dated _____ drawn on Bank _____ and _____ Branch
3. I/We give rights to the Medical Superintendent to decide forfeiture of EMD submitted by us in the event of my / our selection and failure on my/our part in starting the services of Staff Canteen as per the terms of this tender on the date specified by the Medical Superintendent or the Officer authorized by her.
4. I/We are duly authorized to sign the above undertaking.

Signature of the Bidder

Full name and address

Date:

Place:

CHAPTER-5: FINANCIAL BID

| Items Code | Menu / Name of the items | Composition/ Description / Quantity/ per plate | Unit | Rate (in Rs.) |
|--------------|--------------------------|--|--|---------------|
| 1. | Common items | Tea | 100 ml | Per 100 ml |
| 2. | | Coffee | 100 ml | Per 100 ml |
| 3. | | Milk | 100 ml | Per 100 ml |
| 4. | | Meduvada | 100 gms | Per 100 ml |
| 5. | | Samosa | 75 grams per piece | Per piece |
| 6. | | Sweets | 50 grams per piece | Per piece |
| 7. | | Vada | 75 grams per piece | Per piece |
| 8. | | Mangalore bajji/ Pakoda | 3 Pieces (each 25 gms) + chutney in one plate | Per Plate |
| 9. | Breakfast items | Poories | 3 Piece (each75 gms) + Sagu in one plate | Per Plate |
| 10. | | Chow Chow bath | 250gms per plate | |
| 11. | | Pongal/Rice bhat / Bisi bidi Bhat | 250 gms + Sambar + Chutney per plate | Per Plate |
| 12. | Breakfast / Dinner items | Idly | Two piece (75 gms each) + Sambar + Chutney per plate | Per Plate |
| 13. | | Dosa | One piece (75 gms) + Sambar + Chutney per plate | Per Plate |
| 14. | | Dosa (Masala) | One piece (100 gms) + Sambar + Chutney per plate | Per Plate |
| 15. | | Chapattis | 2 Nos (50 gms) each + Kuruma/Baji (75 gm)+ Curd (75 ml) + Pickle per plate | Per Plate |
| 16. | Lunch items | Mini Meals | Rice (250 gms), Sambar (75 ml), Rasam (50 ml), Veg. Pallya (50 gm), Pickle, One Papad & Buttermilk or Curd (75 ml) per plate | Per Meal |
| 17. | | Curd rice | 250 gms + Pickle per plate | Per plate |
| 18. | | Curd | 100 ml | Per 100 ml |
| Total | | | | |

(Quotation for all the above items is compulsory otherwise bid will be rejected)

Please note that, for finalization of contract, the Tenderer whose Grand total above is the lowest in comparison to other Tenderers will be considered as the lowest Tenderer.

Date:
Place

Signature of Owner/Managing Partner/Director
Name
Seal

