

## TERMS & CONDITIONS

1) The tender should be typewritten and free from over writing/cutting. Correcting fluid should not be used in any case. Alterations unless legibly attested by the tenderer, shall disqualify the tender. All the documents **should be serially numbered and signed by the tenderer.**

2) SUBMISSION OF TENDER:-The following sealed envelopes **A, B, and C** to be submitted in a common sealed envelop addressed to Dean, MAMC cum Director *Chacha Nehu Bal Chikitsalaya, GEETA COLONY DELHI-110031* along with *NAME OF TENDER, GROUP NO, OPENING DATE OF TENDER, AND NAME OF THE FIRM.*

**Envelop A-** to contain all essential documents for **Technical bid**

**Envelop B-** having **Original Price Bid (Contract bid money)**

**Envelop A – All essential documents for Technical bid.**

- a. EMD for RS.20,000 (Rupees Twenty Thosuan only) in the form of fixed deposit receipt issued by nationalized bank in favor of Dean Maulana Azad Medical College, New Delhi, valid for 18 months. EMD will be treated as security deposit after the award of contract in r/o successful tenderer. The EMD may be forfeited if the successful tenderer fails to accept the contract.
- b. An undertaking as per *Annexure-I* to be submitted duly signed by the tenderer on a non-judicial stamp paper of Rs. 100/-
- c. Copy of Service Tax Number.
- d. Copy of PAN (Permanent Account Number of Income Tax)
- e. At least one Year experience in Catering/ Canteen services.
- f. Proof of identity and residence of tenderer along with a passport size photograph (duly attested).
- g. T.R.receipt of purchase of the tender or a demand draft of Rs. 500/- in favour of Dean, Maulana Azad Medical College, New Delhi if form is downloaded.

**Tenderers shall be short listed based on the basis of the Technical bid and only those firms/ contractors fulfilling the technical bid shall qualify for Price Bid opening.**

- 1 **Envelop B: Original contract bid money Fee & Envelop C: Duplicate contract bid money Fee**
  - a. Amount of contract bid money Fee to be **quoted in rupees on per month basis, written in both words as well as in figures** in original in Envelop B. Tenders in which Price bid is enclosed in technical Bid (Envelop A) will be summarily rejected and no representation will be entertained.
  - b. **The Bid shall be awarded to the party offering Maximum price for contract bid money Fee per month.**
- 2 The contract will be valid for one year from the date of award to the successful bidder and extendable for another one year subject to satisfactory performance on mutual agreement.
- 3 The Canteen will be run from 7.00 AM to 11.00 PM with specified Lunch Hours and Dinner Timings. Tea/Coffee and snacks should be available at all times.
- 4 The floor area offered for canteen services is 113 Sq. mt. (approx.) in two hall on Ground floor area in the designated area at Chacha Nehu Bal Chikitsalaya, Delhi. The tenderers are advised to visit the site, before participating in the tender.
- 5 The rates of the items shall remain fixed **as per the list attached in Annexure-II** separately for the public and the staff during the entire period of contract.
- 6 The contractor shall deposit the Contract bid money fee in advances for each month on or before the 10<sup>th</sup> day of each month by way of bank Draft in favour of Dean, Maulana Azad Medical College, New Delhi. After 10th day late payment will be charged @ Rs. 200/- (Rs. Two Hundred only) per day. In case, Contract bid money fee, damages compensation including any other arrear

- assessed, not paid within 30days from the due time, the Dean, Maulana Azad Medical College shall have the right to terminate the contract deed with out giving any further opportunity.
- 7 The water bills will be borne by Chacha Nehru Bal Chikitsalaya.
  - 8 Electrical connection will be supplied by the Hospital. Electricity expenditure will be borne by the Contractor on the basis of the reading of the Sub-Meter, which will be arranged and got installed by the hospital. Per unit rate of electricity will be charged as per direction of BSES.
  - 9 Only Gas based cooking will be allowed and Cylinders etc. will have to be arranged by the Contractor at his own cost. Use of Electricity & coal for cooking purpose will not be allowed except for running Refrigerator, hot case and microwave.
  - 10 Furniture will be provided by Chacha Nehru Bal Chikitsalaya but its safety and maintenance will be responsibility of the tenderer.
  - 11 All utensils and Canteen equipments will be arranged by the tenderer. All serving and cooking utensils to be of stainless steel, the contractor shall make the arrangements for keeping all eatables in glass cover show cases to protect from flies & insects.
  - 12 The tenderer should assess the volume of business by himself. The Hospital will not guarantee any minimum/maximum business.
  - 13 Any dues against the customers will be at the risk of the contractor and the Government Hospital authorities will not be responsible in any case.
  - 14 Tenderer will have to maintain standard of service and clean environment at a high level.
  - 15 Maintenance of the designated area will be the responsibility of the contractor.
  - 16 Only sale of cooked/ready-made food items and soft drinks will be allowed. Sale & Services of Alcoholic drinks & Tobacco products are strictly prohibited.
  - 17 The Contractor will arrange soap, towel etc. at the washbasin at his own cost.
  - 18 Addition/ alternation/modification in the existing canteen premises is not permissible without prior approval of the hospital authority.
  - 19 Any damage to Hospital property/ fixtures will have to be rectified/ replaced by the Contractor.
  - 20 The contractor will have to present himself before the Medical Superintendent as and when required.
  - 21 The contractor will not allow child labour in the canteen.
  - 22 Contractor will pay minimum wages as per minimum wage act 1948 revised from time to time by Govt. of NCT of Delhi vide their orders in terms of category of the workforce employed by him.
  - 23 All the workers/ employees will have to be medically examined initially at the time of appointment and at the interval of every six months. Only medically fit personnel shall be allowed to work in the canteen. All the workers will wear clean uniforms with nameplates at the part of Contractor.
  - 24 For any breach of the terms & conditions on the part of the contractor, the Dean, Maulana Azad Medical College, New Delhi will be fully empowered to impose penalty to the extent of Rs. 5000/- (Rs. Five Thousand only) and forfeit the Security money besides termination of the Contract.
  - 25 The Security deposit shall be refunded within thirty days after the date of completion of the contract only on production of no dues certificate.
  - 26 In no case Dean, MAMC cum Director CNBC will be responsible for any Licence fee/MCD fitness requirement etc., if any. The contractor will be bound to pay necessary Licence fee according to the rates prescribed by the MCD for establishment of the canteen, if any.
  - 27 Disposal of waste material shall be done by the contractor in accordance with the prevalent rules and regulations.
  - 28 The contractors shall not bring or cook/ sale anything which may hurt the religious feelings of any community.
  - 29 Sub-letting of any portion in any form is not permissible. If found, action will be taken as deemed fit including forfeiting of Security Deposit and termination of the Contract.
  - 30 The contractor will not have any ownership rights on the premises.

- 31 Dean, Maulana Azad Medical College, New Delhi or any person authorized will have the power to inspect the foodstuffs at any time, and if not found worth eating the same shall be discarded and the same would be sent to PFA Laboratory etc. for testing.
- 32 A Committees constituted by Hospitals authorities will periodically monitor quality of food, Hygienic conditions & Medical status of workers in Canteen & any violations of Terms & Conditions of canteen. The contractor will have to maintain the standards up to satisfactions of committee and prescribed norms.
- 33 The tenderer submitting a tender would be presumed to have considered and accepted all the terms and conditions under the P.F.A. Act and Rules etc. No enquiry verbal or written in r/o acceptance/rejection of the tender shall be entertained.
- 34 Dean, Maulana Azad Medical College, New Delhi reserves the right to terminate the contract at any time without assigning any reason thereof.
- 35 In case of any dispute of difference, the award of the Arbitrator appointed by the Lt. Governor of Delhi will be final and binding on both parties and the courts at Delhi/ New Delhi shall only have the jurisdiction over the same.
- 36 Ordinarily except with the prior permission of the Canteen committees, Persons other then the staff members of hospital,families living in the residential area of the hospital and Public visiting health care needs will not be served.
- 37 In case the contractor is found selling items on unapproved rates, the contract shall be terminated immediately without any notice.
- 38 The canteen should not be used as a manufacturing place for the other canteens, any shops or any other party etc.
- 39 A good quality of chutney/sauce has to be provided and standard quality(approved by the Govt.Agency) of oil/ghee has to be used.
- 40 Any other item may be included later on with the approval of canteen committee.
- 41 List of items & rates has to be displayed in the canteen.
- 42 In respect of Tea, Coffee & Tomato soup, the department will reserve its right with respect to use of Vending Machine as per their direction.
- 43 The awardees of the contract will have to get his/her establishment inspected by MCD Health deptt. and a certificate has to be obtained from them within a period of 3 months from the award of the contract.
- 44 Contractor shall be responsible for the proper maintenance of the space, furnitur and other infrastructure provided to him. The responsibility for any damage due to breakage, theft or fire will be that of the contractor.
- 45 The contractor shall maintain a suggestion book for recording of suggestions for improvement by the resident's and staff. Such suggestions as have the approval of the committee should be forthwith acted upon. The suggestion book should be kept open for inspection of the Committee members.
- 46 It will be the responsibility of the contractor to get the police verification done of the employees engaged by him and will submit a copy to the Purchase officer.