GURU GOBIND SINGH MEDICAL COLLEGE & HOSPITAL, FARIDKOT - 151203



Tender No. GGSMCH/HOSTEL MESSES /2015/13 due on 24.6,2015

TENDER DOCUMENT FOR LICENING OUT MESS IN P.G. HOSTEL AND GIRLS' HOSTEL, UCON, FARIDKOT

IMPORTANT INSTRUCTIONS

- 1. All the instructions contained in the Tender Form are important and required to be compiled with.
- 2. Please ensure that Technical Bid, Price Bid and Earnest Money Deposit (EMD) should be submitted in the office of the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot on or before the last date & time of receipt of tender.
- 3. The Earnest Money Deposit is acceptable in the form of Demand Draft in favour of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot, from any commercial/nationalized bank, payable at Faridkot. The Earnest money in any other form is not acceptable and the tender shall be rejected straightway.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	J 1 \ /	Yes/No
	quoted amount of License Fee in the form of Demand Draft	
	from any of the commercial/nationalized bank, drawn in the	
	name of Principal, Guru Gobind Singh Medical College &	
	Hospital, Faridkot, as application in different Hostel Messes	
	has been submitted?	
2.	Whether the Technical bid and Price bid with EMD have been	Yes/No
	submitted?	
3.	Whether a DD for Rs.2000/- on account of Tender Fee in the	Yes/No
	name of Principal, Guru Gobind Singh Medical College &	
	Hospital, Faridkot has been submitted?	
4.	Whether an affidavit on the non-judicial stamp paper, duly	Yes/No
	attested by the Executive Magistrate/Notary, regarding non-	
	black listing/ non-prosecution of firm has been submitted?	
5.	Whether each page of the tender document and other	Yes/No
	enclosures as well as cutting(s)/ overwriting(s) have been	
	signed/ initialed by the tenderer and also the forwarding letter	
	duly signed by the authorized signatory, has been submitted?	

6.	Whether the individual/ firm has submitted the experience	Yes/No
	certificate of minimum one year of running a	
	Mess/Canteen/Cafeteria/ Catering (cooking & serving) in	
	Govt./Reputed Private Schools / Colleges / Offices /	
	Educational Institutions / Sports Hostels etc. having minimum	
	strength of 100 persons issued by the institute/office/firm etc.	
7.	Whether an undertaking in the shape of Affidavit for food to	Yes/No
	be issued by the Health Department has been submitted?	
8.	Whether a copy of the constitution/ partnership deed of firm, if	Yes/No
	applicable, duly registered with Registrar Firms has been	
	submitted?	

Note: Non compliance to any of the above conditions will render the offer/tender to be rejected out-rightly and Price bid of the firm will not be opened.

Place:	Signature of Tenderer:
Dated:	Full name of the Tenderer:
	Address:

GURU GOBIND SINGH MEDICAL COLLEGE & HOSPITAL, FARIDKOT

TENDER FOR RUNNING THE HOSTEL MESSES

INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

- 1. Attach a copy of the tender notice (**Annexure-I**).
- 2. Attach an affidavit regarding Non-Black listing as per proforma given at **Annexure-II** duly attested by an Executive Magistrate or a Notary Public, along with technical bid proforma in **Annexure-III**.
- 3. Attach a signed copy of the terms and conditions (Annexure-IV).
- 4. Prince should be quoted only in proforma at **Annexure-'V'**.
- 5. Please ensure that Technical Bid, Price Bid and Earnest Money Deposit (EMD) @ 2% of quoted amount of License Fee are submitted in three separate envelops and these should be put in an outer envelope, super-scribing, as TENDER DOCUMENT FOR (Name of Hostel) _____MESS, due on 24.6.2015 at 2:00 PM:-
 - (a) Earnest Money Deposit (EMD) in **envelope No.1**
 - (b) Technical Bid i.e. Annexures I, II, III & IV in envelope No.2
 - (c) Price Bid duly filled (Annexure-V) in **envelope No.3.**
- 6. Unsealed tender (S) will be rejected.
- 7. The Earnest Money Deposit @ 2% of the quoted amount of License Fee is acceptable in the form of Demand Draft in favour of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot, from any commercial/nationalized bank, payable at Faridkot. The Earnest money in any other form is not acceptable and the tender shall be rejected straightway.
- 8. Tenders without earnest money or short of it or not in the form specified above will not be entertained and shall be rejected straightway.
- 9. No tenderer shall be exempted from furnishing Earnest Money Deposit (EMD) under any circumstances.
- 10. Earnest Money/ Security Deposit and/or any other sum of the ternderer(s) lying with the Guru Gobind Singh Medical College & Hospital, Faridkot in connection with any other tender/case shall not be considered against this tender.
- 11. EMDs of unsuccessful tenderer(s) will be discharged after the allotment of Contract of Students/ Nurses Hostel Mess, GGSMCH, Faridkot.

- 12. Offer in the Price Bid should be mentioned both in figures as well as in words and offer should be preferably typed or written in neat/legible hand.
- 13. The tenderer should keep his/her offer valid for acceptance for a period of six months from the date of opening of price bid. (In case, the Tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.)
- 14. The tenderer will be responsible to ensure that the tender is received on or before the due date and time in the office must be submitted in the Guru Gobind Singh Medical College & Hospital, Faridkot.
- 15. Each page of the tender document should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed/ scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initiated. In case of any infringement of these conditions, the tender is liable to be rejected.
- 16. The last date and time for receipt of tenders is 24.06.2015 at 2:00 P.M. Tenders which are received after 2:00 P.M., on the due date shall not be considered.
- 17. The tender shall be opened on 24.06.2015 at 03:00 PM.
- 18. In the event of the date of receipt or opening of tender being declared a holiday for the Guru Gobind Singh Medical College & Hospital, Faridkot, the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
- 19. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
- 20. The Contract shall be awarded initially for a period of one year which is extendable upto 5 years on year to year basis with condition that the fee will be increased by 10% on completion of every year, subject to satisfactory performance of the e and fulfillment of all terms and conditions.
- 21. The tenderer will submit an experience certificate/ undertaking of minimum one year of running a Mess/Canteen/Cafeteria/Catering(with cooking & serving) having minimum strength of 100 persons issued by the institute/offices/firms etc.
- 22. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the process of opening of tender.
- 23. Subletting is not allowed under any circumstances.

- 24. In case of violation of any of the terms and conditions as mentioned above, Earnest Money/ Security Deposit of the successful tenderer(s) shall be forfeited in full by the Principal & his/ her shall be cancelled.
- 25. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the official/authority to whom he will submit the tender or the tender accepting official/ authority before the finalization of tenders will render the tenderer liable for rejection.
- 26. The contractor will have to arrange LPG fuel at his own cost. Recurring cost on this account shall also be borne by the contractor.
- 27. No equipment will be provided by the college. The contractor has to arrange all cooking equipment, utensils, crockery, services etc. at his own cost.
- 28. The contractor will display the weekly menu in advance.
- 29. The Principal reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.

Annexure-I

GURU GOBIND SINGH MEDICAL COLLEGE & HOSPITAL, FARIDKOT

PURCHASE BRANCH

Tender No. GGSMCH/HOSTEL MESSES /2015/13 due on 24.6.2015

TENDER NOTICE

Sealed tenders are invited for licensing out of **following Messes of P.G. Hostel and Girls' Hostel, UNCON, Faridkot**. The tender document containing detailed terms & conditions may be downloaded from the website of Baba Farid University of Health Sciences, Faridkot (www.bfuhs.ac.in) and Guru Gobind Singh Medical College & Hospital, Faridkot (www.ggsmch.org).

Contract for Messes in four Hostels

Sr. No.	Name of Hostel	No. of Students Per day for approx. 300 days a year		
1.	PG Hostel, GGSMCH, Faridkot	51 students		
2.	Girls' Hostel UCON, Faridkot	400 students		
Approx. number of Hostel occupants may vary plus/minus 10%				

CONDITIONS:-

- 1. The tenders must reach in the Office of the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot on or before 24.06.2015 upto 2:00 PM, along with a DD for Rs.2000/- on account of **Tender Fee** in the name of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot.
- 2. The tenders will be opened on 24.06.2015 at 3:00 PM in the office of the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot in the presence of intending tenderer(s).
- 3. The date & time for opening of Price bids of technically qualified bidders will be intimated later on.
- 4. The Earnest Money Deposit (EMD) @ 2% of quoted amount of License Fee, shall be deposited along with the tender document in the shape DD from any of the commercial/nationalized bank in the favour of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot

- 5. The license deed shall be awarded to the bidder who will give the highest offer.
- 6. The license deed shall be awarded initially for a period of one year, which is extendable upto 5 years with the condition that the license fee will be increased by 10% on completion of every year, subject to satisfactory performance of the successful bidder and fulfillment of all terms and conditions.
- 7. The undersigned reserves all rights to accepts or reject any or all the tenders without assigning any reason.

Principal

Dated: Place:

Annexure-II

(To be submitted in envelop no.2)

(To be furnished on non-judicial stamp paper worth Rs.3/- duly attested by Executive Magistrate or Notary Public).

AFFIDAVIT

	I/We
partner	/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)
	do hereby declare and solemnly affirm:-
a)	That the individual/firm/ companies are not debarred or black- listed by any department of Union/ State Government or any autonomous institute.
b)	That no partner or shareholder, directly or indirectly connected with the applicant who has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
c)	And that the terms and conditions for licensing out of (Name of Hostel) Mess, GGSMCH, Faridkot, are acceptable to
	me/us. I/We will abide by them in letter and spirit.
Date:	
Place:	
	DEPONENT
VE	RIFICATION
	I/We do hereby solemnly declare and affirm that the above declarations are true and
correct	to the best of my/our knowledge and beliefs. No part of it is false and nothing has
been co	oncealed therein.
Date:	
Place:	
	DEPONENT

Annexure-III

TECHNICAL BID PROFORMA

Sr. No.	Particulars	Remarks
1.	Whether the Earnest Money Deposit (EMD) @ 2% of the quoted amount of License Fee in the form of Demand Draft from any of the commercial/nationalized bank, drawn in the name of	Yes/No
	Principal, Guru Gobind Singh Medical College & Hospital, Faridkot, as application in different Hostel Messes has been submitted?	
2.	Whether the Technical bid and Price bid with EMD have been submitted?	Yes/No
3.	Whether a DD for Rs.2000/- on account of Tender Fee in the name of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot has been submitted?	Yes/No
4.	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary, regarding non-black listing/ non-prosecution of firm has been submitted?	Yes/No
5.	Whether each page of the tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?	Yes/No
6.	Whether the individual/ firm has submitted the experience certificate of minimum one year of running a Mess/Canteen/Cafeteria/ Catering (cooking & serving) in Govt./Reputed Private Schools / Colleges / Offices / Educational Institutions / Sports Hostels etc. having minimum strength of 100 persons issued by the institute/office/firm etc.	Yes/No
7.	Whether an undertaking in the shape of Affidavit for food to be issued by the Health Department has been submitted?	Yes/No
8.	Whether a copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted?	Yes/No

	Signature
Name:	
Address:	
Mobile No	

Note: The price bids of only technically qualified firms shall be opened on date and time to be notified in due course of time after the opening of the tenders.

Annexure-IV

TERMS AND CONDTIONS FOR AWARD OF CONTRACT FOR RUNNING OF VARIOUS HOSTEL MESSES IN GGSMCH, FARIDKOT COMPLEX.

1. SCOPE OF WORK

This work involves providing	bed tea, breakfast, lur	nch, evening tea and dinner as pe	r
menu enumerated below, for		(name of mess) as follows:-	

MENU:

The contractor shall serve to the residents of the Students & Nurses Hostel menu as enumerated below:-

Morning Tea (Daily)	Tea/Coffee
Breakfast (Timing 7:00 a.m	Stuffed Parantha (2 Nos.) with Butter 20 gms and
to 10:00 a.m. daily)	Curd 150 gms OR
(Monday to Saturday)	Omlette of two eggs with four slices, Tea/ Coffee
Sunday (7:00 a.m to 10:00	Chana Bhatura or Alu Puri alongwith Pickle, Tea
a.m)	
Lunch (1:00 p.m to 3:00	Chapatis/Rice-ad lib (Dal / Rajmah/ black or white
p.m daily)	Chana/ Kari etc. and seasonal vegetables) – ad lib.
Dinner (8:00 p.m to 10:00	Chapatis/ Rice - ad lib*
p.m. daily)	Dal - ad lib*
	Seasonal Vegetables- ad lib*
	Salad - ad lib*
	For Vegetarian: One paneer dish once in a week.
	For non-vegetarian: One chicken/ mutton dish once in
	a week
NOT	E: Sweet dish with dinner daily
Evening Tea (5:00 p.m to	Tea with 1 piece of snacks i.e. Samosa/ Bread Pakora/
6:30 p.m.)	Sandwich Bread Roll/ Patties
* Ad Lib at will	

The mess will function from 6:00 A.M to 10:00 P.M daily subject to change after due approval of the competent authority.

2. **PERIOD OF CONTRACT:**

- i. The agreement shall be initially for period of one year which can be extended up to maximum period of 5 years.
- ii. The extension will be subject to satisfactory performance of the services on year to year basis and increase of 10% of last payable license fee.

iii. However, the competent authority may extend the period of license beyond 5 years for a period of 3 months or till the finalization of fresh tender on the usual terms & conditions of extension in very exceptional circumstances. The licensee shall be liable to a 10% increase on the last license fee during the extension beyond 5 years.

Proviso:

In case the licensee is unable to continue the contract and serves the prior notice under Proviso to Clause 'h' of condition No. 25 of tender document before one year duration from the date of allotment/ possession, then rent equivalent to two months will be recoverable from licensee to be deposited along with such notice in addition to rent of notice period.

3. **SECURITY DEPOSIT**

The contractor will deposit a security (refundable) of an amount equal to 10% of the final bid i.e. Rs.______ in the shape of Demand Draft in favour of Principal, Guru Gobind Singh Medical College & Hospital, Faridkot drawn on any commercial/nationalized bank, payable at Faridkot, along with the agreement.

4. LICENCE FEE:

- a) The licensee shall pay monthly license fee along with Service Tax as applicable from time to time, in advance on or before 10th day of the month.
- b) In case the extension after one year then the license fee shall be increased by 10% on the completion of each year subject to the satisfactory compliance of the other terms and conditions of agreement. The increase shall be worked out on the license fee last payable.
- c) If monthly license fee is not paid in full by the due date, the licensee shall be liable to pay penalty equal to 10% of the amount in default every month till the time full payment is made. However, on account of non-payment of license fee for 3 months continuously, the agreement shall be terminated and security forfeited.

5. **PAYMENT OF TAXES:**

The Licensee shall be liable to pay all such fees or taxes including Service Tax as may be levied by the Government or any other authority in respect of the services, under any law from time to time. The contractor shall deposit the service tax along with monthly license fee at the prevailing rates, failing which interest @ 18% shall be imposed/charged.

6. **QUALITY:**

The contractor shall use raw ration material of good quality, Standard make "FSSAI Marked" and of reputed brands as under:-

Milk and Milk Products from Govt. approved Milk Federation or Dairy Development Corporation.

1.	Fresh Milk	In sealed poly packs of Verka/Vita brands/ Milk Time etc.	
2.	Salted Butter	Verka/ Vita/ Amul Brands etc.	
3.	Cooking Oil	Refined Vegetable Oil "egg mark' certified of Groundnut/	
		Sunflower/ Soya Bean Base (Gini/ Vita Flora/ Sweekar/	
		Sundrop/ Dhara)	
4.	Bread Loaf	Modern/ Britania/ Boon/ Cremica etc.	
5.	Tea Leaves	Lipton/ Brook Bond/ Tata brands	
6.	Coffee Powder	Nescafe/Bru	
7.	Spices and	As far as possible, dry whole grain spices and condiments	
	Condiments	shall be ground daily in kitchen.	
8.	Cereals& Pulses	'A' grade quality, free from artifacts/ insect infestation.	
9.	Fresh Fruits and	Fixed regulated fresh supplies on alternate days	
	Vegetables		

7. **RATES:**

a) The rates for the Mess items/ eatables shall be charged on the fixed rates as follows:-

		MENU	RATE
Morning Tea (Daily)	:	Tea	Rs.5/-
		Coffee	Rs.10/-
Breakfast (Timing		Stuffed Parantha (2 Nos.) with	Breakfast Rs.25/-
7:00 a.m to 10:00 a.m.		Butter 20 gms and Curd 150 gms	
daily) (Monday to		OR	
Saturday)		Omlette of two eggs with four	
		slices, Tea/ Coffee	
Sunday (7:00 a.m to	:	Chana Bhatura (2 Nos. Standard	Rs.25/-
10:00 a.m)		Size) or Alu Puri (3 Nos.)	
		alongwith Pickle, Tea	
Lunch (1:00 p.m to	:	Chapatis (4 Nos.)/Rice-ad lib (Dal /	Lunch
3:00 p.m daily)		Rajmah/ black or white Chana/	Rs.30/-
		Kari etc. and seasonal vegetables).	
Dinner (8:00 p.m to	:	Chapatis (2 Nos.)/ Rice - ad lib	Dinner
10:00 p.m. daily)		Dal - ad lib	Rs.35/-
		Seasonal Vegetables - ad lib	
		(150 gms)	
		Salad - ad lib	
		For Vegetarian: One paneer dish	
		once in a week.	
		For non-vegetarian: One chicken/	
		mutton dish once in a week (100	
		gms)	
NOTE: Sweet dish with dinner daily			,
Evening Tea (5:00	:	Tea	Rs.5/-
p.m to 6:30 p.m.)	:	Coffee	Rs.10/-
	:	Samosa	Rs.5/-
	:	Bread Pakora with stuffing	Rs.10/-
	:	Sandwich	Rs.10/-
	:	Bread Roll	Rs.7/-

	:	Patty	Rs.10/-
	:	Nimbu Pani	Rs.10/-
	:	Shakes (200 ml)	Rs.15/-
	:	Lassi (200 ml)	Rs.12/-
	:	Milk (200 ml)	Rs.15/-
* Ad Lib at will			

- b) The contractor cannot make any enhancement in rates without the prior approval of Principal (However, any revision in rates shall be considered after one year for which the licensee shall write to the Principal).
- c) Rates list of all the articles kept for sale, shall be displayed near the counter by the licensee at his own cost.
- d) The contractor will display the weekly menu in advance.

8. SERVIETTES & CROCKERY

- i) The contractor will have his own crockery, cutlery and cooking utensils.
- ii) The contractor will have to arrange LPG fuel at his own cost. Recurring cost on this account shall also be borne by the contractor.

9. **SAFETY MEASURE:**

The contractor will provide the fire safety Gadgets to ensure safety from fire etc. Further, the gas cylinders will be kept outside the kitchen premises, in cage provided outside, to ensure safety. Over and above the contractor would provide the Certificate issued by competent authority under Food Safety and Standards Act, 2006, which is mandatory and non supply of the same within one month from the date of award of contract would mean the cancellation of contract and forfeiture of EMD/Security deposited.

10. **INDEMNITY BOND:**

The contractor shall indemnify this College Hospital against any loss to College property and other infrastructure of this college/ hospital for theft, fire or misuse caused due to his act or omission. For this purpose, the contractor will have to submit a written Indemnity Bond on a Non Judicial Stamp Paper of Rs.15/- duly attested by an Executive Magistrate or a Notary Public, within 15 days of award of contract.

11. **COMMENCEMENT OF WORK:**

The contractor is required to commence the work within 15 days of the issue of the allotment letter. In the event of failure of commencement of work within the stipulated time, a penalty @ Rs. 200/- per day w.e.f. date of award contract shall be imposed up to 30 days, after which award of contract will be deemed cancelled and EMD/Security Deposit forfeited and contractor will be blacklisted for future.

12. **MESS STAFF:**

The contractor shall employ adequate number of experienced persons at his own cost to run the hostel Mess. In case of any complaint/ against any of his employee, the contractor shall immediately replace the particular person so deployed if so desired by the Warden of the concerned Hostel. Accommodation for the mess servants will not be the liability of GGSMCH and will be arranged by the contractor on his own.

13. IDENTIFICATION, UNIFORM AND MEDICAL EXAMINATION OF STAFF:

The employees of the contractor are required to display their Identity Cards for the purpose of proper identification, which shall be issued to them by the contractor. They will wear clean and neat uniforms. The Contractor will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Warden of the concerned Hostel, names, parentage, residential address, age etc. of the persons as and when deployed or changed from time to time. Police & antecedent verification of mess employees would be the responsibility of contractor.

14. RELATIONSHIP BETWEEN THE EMPLOYEES OF CONTRACTOR AND THE INSTITUTE:

The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purpose. In no case, there shall be any relationship of employer and employees between the said persons and this institute, either implicitly or explicitly. It would be sole responsibility of contractor for deduction and payment of EPF/CPF/ESI/GIS etc. The institution would in no way be responsible/liable for the same. In case of death/disability of any of the employees of the contractor/helper of the contractor then in that case it would be sole responsibility of the contractor towards the family of the deceased/disabled person for any compensation. No claim in this regard would claimed from the Second Party/College.

15. RUNNING OF THE MESS, CLEANLINESS AND SANITATION:

The contractor shall arrange all material at his own cost from the market and ensure adequate quantity of ration and other articles required for the mess service. The hygiene and sanitation of the premises shall be the responsibility of the contractor. The contractor shall be required to keep the Hostel Mess areas as well as its surrounding hygienic, neat and clean. Sale and consumption of articles like cigarettes, wine and other narcotics is prohibited in the Hostel Mess & Hostel premises.

16. PREVENTIVE MEASURES TO BE TAKEN BY THE CONTRACTOR:

The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees. The contractor shall not use the Hostel Mess area for residential purposes for himself and for his employees.

17. **SURPRISE CHECK:**

Superintendent/ Warden are at liberty to carry out any surprise check to ensure that the contractor is providing satisfactory services. The Principal or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the Hostel Mess at any time and to take samples of the same to be tested in the college

Laboratories or any other Laboratory. In case the quality of food is found unsatisfactory, the contractor shall be liable to pay a fine of Rs.1000/- for each such instance up to max. three times. Thereafter, the Principal will have to authority to get the food samples checked and in case of failure; the contract will be terminated immediately and security forfeited.

18. **DETERMINATION OF QUALITY OF WORK/ SERVICES:**

The decision of the Principal, with regard to the determining of quality of work/ services done by the contractor, shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment.

19. **BLACK LISTING:**

The agreement for this contract shall be subject to the black-listing policy declared by the Government issued from time to time.

20. ALTERNATE ARRANGEMENT IN CASE OF DEFICIENCY IN SERVICES:

The Principal, reserves all rights to get the work/ services (so rejected) got done/ replaced at his own level at the risk and cost of the contractor by giving him 10 days notice and the expenditure so incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security, as the authorities may think proper subject to making up of the deficiency by the contractor.

21. **COUPONS SYSTEM:**

The mess contractor will issue coupons for Breakfast, Lunch, Dinner for 25 days to each student/employee, so that every Student/ employee has to pay 25 days diets per month. Morning tea & snacks at the rate as per list on spot payment. This is done to ensure smooth functioning and proper utilization of the mess facilities. Extra coupons may be obtained from the mess contractor if desired. The coupons of one month will not be carried over to next month.

22. **PENALTY CLAUSE:**

In case, the licensee makes any default, as listed below, a penalty of Rs.500/- per lapse will be imposed for lapse reported for the first time. Subsequently, on repetition of any lapse, the penalty will be charged @ double the amount of the previous penalty, subject to maximum of 20% of license fee and thereafter, the case for termination of contract shall be initiated under relevant clause for:-

- a) Enhancement in rates, without prior approval.
- b) Non display of rates.
- c) Non maintenance of proper quality.
- d) Non maintenance of the premises in clean & hygienic condition.
- e) Sale & Consumption of articles like cigarette, liquor and any other narcotics etc.

- f) Delay in payment of electricity and water charges.
- g) Any other act which causes nuisance in the hostel.

23. ELECTRICITY/ WATER CHARGES

Electricity charges on actual consumption basis shall be borne by the contractor. The contractor shall install a sub-meter at his own cost within 15 days of award of contract. However he is liable to pay electricity charges @ Rs.3000/- P.M. till the installation of sub-meter. The contractor will pay water charges @ Rs.750/- p.m.

24. SUBLETTING OF THE CONTRACT:

The contractor is not allowed to sublet the contract wholly or partly or to enter into any sub-contract through any mode for running such services.

25. TERMINATION OF CONTRACT:

The License may be terminated on occurrence of any of the following contingencies:

a) On the expiry of the contract period without any prior notice.

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b) If monthly license fee is not paid in full by the due date, the licensee shall be liable to pay penalty equal to 10% of the amount in default every month till the time full payment is made. However, on account of non-payment of license fee for 3 months continuously, the agreement shall be terminated.

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c) If the licensee fails to commence the work within 30 days of the award of the contract, his contract is liable to be terminated without any notice and the EMD/Security Deposited shall stand forfeited.

OR

d) In case of deficient services rendered by the licensee by giving 10 days notice.

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e) In case of breach of any of the essential terms and conditions of the contract by the Licensee by giving 15 days notice.

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f) On assigning the contract or any part thereof or any benefit or interest therein or there under by the licensee to any third person for sub-letting the contract wholly or partly by giving 15 days notice.

OR

g) On the Licensee being declared insolvent by competent Court of Law without any notice.

provided that in all the above situations, the Security Deposit/ EMD, as applicable, shall be forfeited."

OR

h) In case license is unable to continue the contract, the licensee shall give minimum three month notice. If the licensee does not give the requisite notice, then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

"Provided that during the notice period for termination of the contract, in the situations contemplated above, the licensee shall continue to discharge his duties till the termination of the contract."

Provided further that in case the licensee surrenders the contract before one year he/she will be liable to pay additional rent for two months along with the rent for the notice period.

26. PEACEFUL HANDING OVER OF POSSESSION:

On completion/ termination for the contract, it shall be the duty of the contractor to remove all the persons deployed by him and ensure that no person causes disruption/ hindrance/ problem of any nature.

27. TRANSFER OF LIABILITIES:

In the event of exigencies of death, infirmity, insolvency of the contractor or for any other reasons or circumstances, all liabilities shall be borne by the following on such terms and conditions, as the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot, may think proper in public interest.

- a) Legal heirs in case of sole proprietor.
- b) The next partners in the case of company or firm.

28. INTIMATION OF ADDRESS OF LICENCEE:

The successful tenderer/ licensee should submit documents verifying the identity & commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further be required to update this office regarding any change of commercial as well as residential address.

29. **ARBITRATION**

- i) In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course or on after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the GGSMCH, Faridkot
- ii) In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc.,

- mentioned above by appointing a sole arbitrator, who shall be the Registrar, BFUHS, Faridkot in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act enforce.
- iii) The venue of such arbitration proceeding shall be at Faridkot and the court in Faridkot alone will have jurisdiction in respect of all proceedings connected there with.
- 30. **Jurisdiction**: All disputes are subject to the jurisdiction of courts at Faridkot only.

First Party	
Second Party	
Witness 1	
With complete address	
Witness 2 With complete address	
with complete address	•
Dated:	

Annexure- V

(To be submitted in envelope No.3)

PRICE BID

FOR LICENCING OUT OF

(Name of Hostel)_____ MESS AT GGSMCH, FARIDKOT

1.	Description of shop/ Mess	Mess(Name of Hostel)
2. a)	Name & address of applicant with Telephone/ Fax Nos., if any	
b)	Offer of monthly license fee (rent) (neatly written)	In figures: Rupees In words: Rupees

Signatures (Name & Address of Tenderer)

Date: Place:

(This letter along with Earnest Money Deposit be submitted in the ENVELOPE NO.1)

From:	M/s
То	Principal Guru Gobind Singh Medical College & Hospital, Faridkot -151203.
Sub:	Tender for licensing out (Name of Hostel) Mess at Guru Gobind Singh Medical College & Hospital, Faridkot – EMD.
issued Guru (Please find enclosed herewith Earnest Money Deposit (EMD) @ 2% of the quoted to f License Fee in shape of Demand Draft No dated by
first er Guru Techni envelo	It is certified that all documents/ pages of the tender documents have been signed and ang put in one big envelope containing three separate sealed packets/envelopes. The evelope contains EMD in the shape of Demand Draft drawn in favour of the Principal, Gobind Singh Medical College & Hospital, Faridkot. The 2 nd envelope contains cal bid along with tender documents complete with its Annexure I, II, III & IV. The 3 rd pe contains only Price Bid, which is duly signed. The terms and conditions mentioned tender documents are acceptable to me/us.
	Thanking you. Yours faithfully,
	(SIGNATURE) With seal & full address

(This letter along with Technical bid and Tender documents to be submitted in the ENVELOPE NO.2)

From:	M/s
То	The Principal Guru Gobind Singh Medical College & Hospital, Faridkot - 151203
Sub:	Tender for licensing out (Name of Hostel) Mess in the Guru Gobind Singh Medical College & Hospital, Faridkot – TECHNICAL BID.
Sir,	With reference to your Tender Notice for licensing out (Name of Hostel) Mess at Guru Gobind Singh Medical College & Hospital, Faridkot, we
enclose III & I	e herewith my Technical Bid duly filled, along with tender documents Annexures I, II,
envelo Gobino with to only F	It is certified that all documents /pages of the tender documents have been signed and ing put in big envelope containing three separate sealed packets/ envelopes. The first ope contains EMD in the shape of Demand draft drawn in favour of the Principal, Gurud Singh Medical College & Hospital. The 2 nd envelope contain Technical Bid along ender documents complete with its annexure I, II, III & IV. The 3 rd envelope contains Price Bid, which is duly signed. The term and conditions mentioned in the tendernents are acceptable to me/us.
	Thanking you.
	Yours faithfully.
	(Signature) With seal and full address.

Enclosed:

- Annexure I, II, III & IV duly signed
 Any other document.

(This letter along with Price Bid be submitted in the ENVELOPE NO. 3)

From:	M/s
То	
	The Principal
	Guru Gobind Singh Medical college Faridkot - 151203
Sub:	Tender for licensing out (Name of Hostel) Mess, at Guru Gobind Singh Medical College & Hospital, Faridkot – PRICE BID.
Sir/Ma	adam
	Please find enclosed herewith Price Bid duly filled and signed for licensing out of e of Hostel)Mess at Guru Gobind Singh Medical College & Hospital, tot (Annexure – V).
	Thanking you.
	Your faithfully,
	(Signature) With seal and full address
Enclos	sed:
Price I	Bid (Annexure V)