

# GOVERNMENT MEDICAL COLLEGE RAJOURI.

## NOTICE INVITING TENDER GMCR (P) 02 OF 2022

For and on behalf of the Lt. Governor of UT of Jammu & Kashmir, e- tenders are invited from the reputed firms/agencies/organizations for providing Hostel Mess Services in Government Medical College, Rajouri at Mehra per the detailed specifications given in the tender document (RFP) and as per the following schedule.

S. No.	Event Description	Date
1.	Issue of RFP (Request for Proposal)	01.02.2022
2.	Proposal due date for receiving of bid.	19.02.2022
3.	Date of Opening of Bid.	22.02.2022

### Conditions:-

- 1) The tender document for the above job can be seen/downloaded on the web site [www.jktenders.gov.in](http://www.jktenders.gov.in).
- 2) The Complete bidding process shall be online. The bidders have to submit their bids online in electronic format with digital signature on web site [www.jktenders.gov.in](http://www.jktenders.gov.in).
- 3) The cost of Tender document shall be in the shape of DD of Rs. 5000/- (Non-refundable) drawn from Jammu and Kashmir Bank or any nationalized bank favoring Chief Accounts Officer, Government Medical College, Rajouri, payable at Rajouri.
- 4) Cost of tender document (in shape of DD) and Affidavit in original should reach in the office of Deputy Director, Planning (Member Secretary), Tendering Committee, Govt. Medical College, Rajouri before due date of submission of bids. Tendering Committee shall not be responsible for any delay due to any reason(s).
- 5) The Tender Document, Eligibility criteria, Terms and Conditions & other details can be seen/downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.gmcrajouri.in](http://www.gmcrajouri.in)

For further details please contact Assistant Director (P&S), Government Medical College, Rajouri on Contact Number: 8899268806 or e-mail at [ddplggmcrajouri@gmail.com](mailto:ddplggmcrajouri@gmail.com) / Chief Accounts Officer, GMC Rajouri on Contact Number: 9797684369.

  
Principal  
Govt. Medical College  
Rajouri.  
Dated:- 29-01-2022

No: - GMCR/P&S/46/2021-22/ 1326-1333

Copy to the:-

- 1) Additional Chief Secretary, Health & Medical Education Deptt., Civil Sectt., J&K, for information please.
- 2) Director, information Department, J&K with the request to publish the Tender Notice in at least two leading Newspapers. The cuttings may be sent to this office for confirmation.
- 3) Medical Superintendent, Associated Hospital & GMC, Rajouri for information.
- 4) Chief Accounts Officer, GMC, Rajouri for information and n.a.
- 5) Deputy Director, Planning, GMC, Rajouri for information and n.a.
- 6) Administrative Officer, GMC, Rajouri for information and n.a.
- 7) District Information Officer, Rajouri, with the request to publish the Tender Notice in the leading local Newspapers. The cuttings may be sent to this office for confirmation.
- 8) In charge website, Govt. Medical College Rajouri ([www.gmcrajouri.in](http://www.gmcrajouri.in)) for information and n.a.



## INTRODUCTION

1. Govt. Medical College, Rajouri intends to providing Hostel Mess Service in Government Medical College, Rajouri at Mehra. The contract shall be valid for a period of **Two Year** with further extension up to one year on mutual consent and satisfactory work and conduct.
2. In pursuance to the above, the process of selection of agency/ firm/ organization is carried out in accordance with the Terms of Reference ("TOR") and tender to be submitted under two cover system as per the following.

**A. Cover 1st ( Technical Cover ) should contain:**

- I. Scanned copy of Tender fees.
- II. Scanned copy of an affidavit on Rupees 50/. Stamp paper duly attested by 1st Class Judicial Magistrate with the effect that
  - a. The document/ catalogue etc. enclosed with the tender are original and genuine and have not been tempered or fabricated.
  - b. The firm/agency/organization has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/any other case pending against the firm /agency before any investigating agency/Court of Law.
  - c. If anything found wrong at any stage. I will be personally responsible for the same.
  - d. The firm/agency/organization shall abide by all the Terms and Conditions as laid down in the tender document.
  - e. The firm is soliciting this affidavit for Outsourcing of Hostel Mess in Government Medical College, Rajouri at Mehra.
- III. **Scanned copy of below mentioned documents shall be loaded in the "My Document" area for bidders.**

- a) Certificate of Registration for Goods and Services Tax (GSTIN).
- b) Valid Certificate of Registration with Labour Department.
- c) Trade License for running of private mess from the competent authority recognized by FSSAI Act, 2006
- d) Income Tax Return of Last 01 Year.
- e) PAN of the tenderer/ firm/ agency.
- f) Annual Turnover Certificate from the Chartered Accountant.
- g) Experience certificate (if any) supported by documents from the concerned organizations.
- h) Original of the below mentioned documents have to be submitted with the office of Deputy Director (P&S), GMC, Rajouri before the bid opening date.
  - i. Tender fee
  - ii. Affidavit
  - iii. Original Turnover Certificate form the Chartered Accountant.
  - iv. Annexure "A","B","C".

All the above documents from a to h (should be in proper order).  
Absence of anyone mentioned above may lead to rejection of tender out-rightly.

**B. Cover 2nd (Financial cover)**

- I. Rates submitted online by the bidders in the BOQ.
- II. Detailed description of rates.

**The Financial bid of only technically qualified bidders as specified in clause 2 (A) shall be opened.**

*[Handwritten signatures and initials are present in this section, including a large 'X' mark and several initials.]*

### Terms of Reference (TOR)

1. The Department invites proposals from interested firms/agencies/organization for providing Hostel Mess Services in Government Medical College, Rajouri at Mehra as per the scope of work specified in the TOR. The Department intends to select the firm through an open competitive bidding in accordance with the procedure set out herein. The firm shall also be responsible for all allied arrangements connected for Outsourcing of Hostel Mess in Government Medical College, Rajouri at Mehra.
2. The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").
3. The Department has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising Technical and Financial bids. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.
4. The Department would endeavour to adhere to the following schedule:

Event Description	Date
Issue of RFP	01.02.2022
Last date of receiving queries	08.02.2022
Reply of queries/Pre bid Meeting	10.02.2022
Last date of receiving bid on the website (PDD)	19.02.2022
Date of opening of bid(online)	22.02.2022
Letter of Award	To be notified
Signing of Agreement	

5. Prospective applicants may visit the office of the Deputy Director (P), to review the available documents and data at any time prior to PDD. The contact person for this purpose shall be Assistant Director (Planning), GMC & AH Rajouri J&K.  
**e-mail:- ddplggmcrajouri@gmail.com** **Mob: 8899268806.**
  - i) All communications including the submission of Proposal should be addressed to the nodal officer mentioned above. (Please refer clause 5 above).
  - ii) All communications, including the envelopes, should contain the following Information, to be marked at the top in bold letters:

#### **REQUEST FOR PROPOSAL (RFP) FOR PROVIDING HOSTEL MESS SERVICES IN GOVERNMENT MEDICAL COLLEGE, RAJOURI AT MEHRA.**

6. A Pre- Bid Meeting may be held on the basis of request made by the interested parties.

#### **7. ACKNOWLEDGEMENT BY APPLICANT**

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Department;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Department or relating to any of the matters;
- (d) Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Agreed to be bound by the undertaking provided by it under and in terms here off.

8. The Department reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or suppression of any material facts.
- (b) The Applicant does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Proposal.
- (c) Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If

such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Department reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.

- (d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department without the Department being liable in any manner whatsoever to the Selected Applicant, as the case may be.

9. Applicants are advised that Selection shall be entirely at the discretion of the Department. Applicants shall be deemed to have understood and agreed that the Department shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection i.e. the decision of Tendering committee shall be final.

#### 10. NEGOTIATIONS

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for decreasing/increasing the price of the Proposal, but will be for re-confirming the obligations of the applicant under this RFP, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Department reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

#### 11. COMMENCEMENT OF ASSIGNMENT

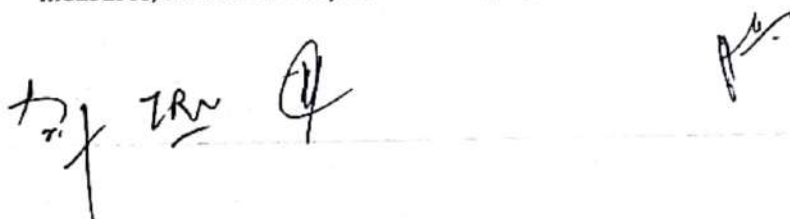
The successful bidder shall commence the assignment within 30 days of the date of the Agreement, or such other date as may be mutually agreed. If the applicant fails to either sign the Agreement or commence the assignment as specified herein, the Department may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated and the security deposited shall be forfeited.

#### 12. FORCE MAJEURE

A force Majeure means extraordinary events or circumstances beyond human control such as an event described as an ACT OF GOD (Like a natural calamity) or events such as a war, strike, riots crimes( but not including negligence or wrong doing predictable/seasonal rain and any other events specially excluded in the clause). Now withstanding the punitive provision contained in the contract for delay or breach of contract the supplier would not be liable for imposition of any such sanction so long as the delay or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

#### 13. NO BREACH OF AGREEMENT

The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.



#### 14. SCOPE OF WORK:

The Contractor is expected to provide the Breakfast, Lunch, Dinner etc. in the Hostel Mess at designated place as desired by Government Medical College, Rajouri Administration, for the Students of the Government Medical College, Rajouri at Mehra.

Cooking and serving meals.

S. No.	Grouping of Diners	Diners Year 1	Diners Year 2	Diners Year 3	Meal Options	Meal Category	Location
1.	Students	60	60	60	All meals	Standard	Government Medical College, Rajouri Hostel Block

The number of people / person may increase or decrease.

After every meal (breakfast, lunch and dinner) all the plates, cups, bowls, water glass, spoons, forks, knives, etc., are to be cleaned in soap solution and dried and kept ready for next meal. All the vessels used for cooking also should be washed in soap solution and should be available for use for cooking the next meal. The cleaning material used should be from the approved brands.

#### SERVICE TIMINGS

Breakfast: 8:00 am to 09:30 am on Monday to Saturday and 8.00 am to 10.00 am on Sunday and Holiday.

Lunch: 01.30 pm to 02:30 pm on all days

Dinner: 8.00 pm to 09:30 pm

**Note:** The timing stated above is subject to change by the order of the Principal, Government Medical College, Rajouri.

#### 15. OTHER TERMS AND CONDITIONS:

- 1) The Tenderer should be a registered and licensed Caterer, Firm and Agency having professional expertise for providing Mess Services in student hostels, messes or similar environment.
- 2) Before submission of Tender document, the tenderers, in their own interest, are advised to visit site to assess site and its surrounding and satisfy themselves in respect of the site conditions as the Government Medical College, Rajouri at Mehra shall bear no responsibility for lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of knowledge, as aforesaid, on the part of the tenderers shall be at their own risk & responsibility.
- 3) The rate offered/quoted in the tender should be valid for the Academic year 2022-2024 and upward revision of rates shall be allowed only after the consensus of the Hostel Mess Management and Monitoring Committee and prior approval from the Principal, Government Medical College, Rajouri. If even after the award of contract, information / facts submitted by the tenderer is found misleading/ incorrect / false etc., Government Medical College, Rajouri shall reserves the right to scrap the contract forthwith.
- 4) The mode of submitting the Tender in two bid format shall be as under:
  - a) Online Bid Submission - Technical and Financial bids complete in all respects, as per annexed Performa, must be uploaded at the aforesaid portal, as per stipulated dates and times mentioned in the Term of Reference (TOR).
  - b) Offline Bid Submission - Hard copies of the Technical bids along with all supporting documents and enclosures should also be delivered by post or by hand to the office of the Deputy Director (P&S), Government Medical College, Rajouri by or before the last date and time of opening of technical bids online, for proper scrutiny of the documents by the tender opening committee. However, the documents which are not uploaded on the portal but submitted offline only shall not be considered.
- 5) Financial bids of only those agencies shall be considered, whose technical bids are complete in all respects and qualify the criteria as per tender document. The technical bid shall also be accompanied by the Demand Drafts of Tender Fees amounting to Rs. 5000/- (Rupees two thousand

only) and Earnest Money Deposit amounting to Rs. 2,000,00/- (Two lakhs only) in the shape of CDR pledged to the Principal, Government Medical College, Rajouri payable at Rajouri. The Technical Bid and the supporting documents in proof thereof shall be sealed and submitted in a separate envelope super subscribed as "TECHNICAL BID for Providing Mess Services". The tenders uploaded / received after due date, time and place mentioned above shall not be entertained under any circumstances.

- 6) Government Medical College, Rajouri reserves the right to terminate the contract of a successful tenderer on one month's notice without assigning any reasons thereof.
- 7) The catering services by the Caterer will cover Breakfast, Lunch, Tea/Coffee & Dinner in a day as per menu, which may be agreed upon in writing from time to time between the Caterer and the Hostel Mess Management and Monitoring Committee and kept displayed in the hostel/mess as the case may be under the seal & signatures of the Principal, Government Medical College, Rajouri.
- 8) The Caterer shall observe proper working hours as may be notified by the Principal, Government Medical College, Rajouri from time to time including the summer / winter breaks and shall keep himself or his authorized representative available at the venue during the working hours.
- 9) The Govt. Medical College, Rajouri administration shall provide chairs, tables and water coolers for the dining halls. All other furniture and equipment required for satisfactory performance of this contract will be arranged by the Caterer/s. It shall be the responsibility of caterer to maintain and upkeep all the machinery and other equipments including items of furniture and fixture provided in the respective Student's Hostel Mess premises and any repair/ replacement in this regard shall required to be immediately intimated to the Office of the Principal, Government Medical College, Rajouri for requisite repairs. However, in case any damage to the machinery and other equipments including items of furniture and fixture if found to be on the part of caterer or its workforce then a suitable penalty for the repair/replacement shall be deducted from the monthly bill or security deposit.
- 10) The Principal, Government Medical College, Rajouri shall be authorized to inspect the premises, quality of edibles, sanitation and other arrangements from time to time. In case of any unsatisfactory condition or any defect or deficiency in the service or performance of contract, the Principal, Government Medical College, Rajouri may impose a fine subject to a maximum of Rs. 50,000/- on the Caterer on each such occasion. On the recommendation of the Principal, Government Medical College, such fines will be deductible from the Security Deposit or any amount due to the Caterer, if not sooner paid by the Caterer. In case of continuous defect or deficiency in the service by the Caterer, the Principal, Government Medical College, Rajouri may also terminate the contract.
- 11) The successful tenderer who may be awarded the contract for Mess services subject to fulfillment of all other formalities should be able to provide the requisite services within period of 10 days from the date of award of contract failing which the contract may be awarded to the next lowest/suitable tenderer.
- 12) The caterer shall maintain and upkeep cooking gas cylinders of commercial category in all the student's Hostel messes and shall also abide by all Governmental Instructions in this behalf.
- 13) The caterer shall not cause any loss or damage to the property of the Govt. Medical College, Rajouri and shall be responsible to compensate the GMC, Rajouri for any such loss or damage. However, he shall be personally responsible for his machinery, equipments and other belongings.
- 14) The workers of the Caterer shall be of good character and of sound health and should be above 18 years. Responsibility of antecedents of his workers shall lie with the caterer and they should be free from any virulent or contagious disease(s). The Caterer shall be under obligation to obtain the following certificates during the period of contract:
  - a) Medical fitness certificate from the authorized Medical Officer.
  - b) Character certificate from Police for all the persons engaged by the Caterer.
- 15) The Caterer shall be responsible for strict compliance with all applicable laws, rules and regulations relating to Minimum wages Act, Workmen compensation Act, contract labour Act and such other Acts or laws, regulations passed by Central, State and Local government authority or agency and in the event Govt. Medical College, Rajouri being made liable for any expenditure or otherwise on this account, the same shall be recoverable by the GMC, Rajouri from Caterer.

- 16) The Caterer shall obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement/death at workplace.
- 17) The liability/ responsibility in case of any accident causing injury/ death to mess worker or any of his staff shall be of the Caterer.
- 18) The Caterer will be allowed to use the kitchen and dining hall with furniture in various hostels for discharge of the contract. The Caterer will use this space only for persons actually working in the kitchen, dining hall for providing services under this contract. The Caterer shall not make or cook any meals(s) in the premises of the Govt. Medical College, Rajouri for supply to any persons(s) outside the GMC, Rajouri other than the students, staff and guests of the GMC, Rajouri.
- 19) Government Medical College, Rajouri will not provide any utensils i.e. serving plates, teaspoons, tablespoons serving spoon, forks, knives, stainless steel/glass tumbler, bowls, any other item which may be required for preparation and serving of food. All this will have to be brought by the agency at his own cost after the approval of the sample by Government Medical College, Rajouri administration.
- 20) Facilities to be provided by Government Medical College to the mess:
  - Dining halls with adequate furniture.
  - Kitchens with Stores.
  - Water connection.
  - Electricity connection.
- 21) The rent of the space allotted to the agency to use for the said purpose shall be payable by the caterers as assessed by the PWD (R&B) and approved by District Rent Assessment Committee per month for each mess.
- 22) The water and electricity charges for running the Hostel Mess are to be borne by the service provider as per the monthly usage. Maintenance of lights/ fuses/ chokes/ motors/ electrical sockets etc. that are used to supply electricity to mess shall be the liability of Service provider till the period of contract. All such maintenance should be done by the Service provider at his own cost.
- 23) That no right, much less a legal right shall vest in the Caterer's workers to claim/have employment or otherwise seek absorption in Government Medical College nor the Caterer's workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Government Medical College, Rajouri. The workers will remain the employees of the agency/caterer and this will be the responsibility of the agency/caterer to make it clear to their workers before deputing on work at the Government Medical College, Rajouri.
- 24) None of the workers of the caterer shall enter into any kind of private work within the campus of the Government Medical College, Rajouri during working hours/days.
- 25) The Caterer shall maintain an inspection book as prescribed by the Principal, Government Medical College which will be made available to Supervisory staff of the College. Any fault/observation recorded therein shall be attended immediately.
- 26) Bill for providing catering services may be raised monthly with a Certificate from the Principal, Government Medical College for the purpose of verifying the number of students in each hostel along with a Certificate of satisfactory quality/service of the food consumed.
- 27) The Caterer shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption of alcohol and playing of cards within or around the premises of the Government Medical College, Rajouri.
- 28) That the tenderer cannot change the mess menu voluntarily and has to strictly follow the menu as and when provided by the mess committee.
- 29) That the mess menu can be changed after proper consultation and consensus with the mess committee and the hostel manager.
- 30) That the mess menu which is provided by the mess committee must be treated as final and tenderer must adhere to the provided menu.
- 31) That the tenderer needs to assure proper cleanliness of the mess area: as well as the kitchen, its utensils and other components of the kitchen thereof.
- 32) That the tenderer needs to assure proper hygiene of and from the staff and be responsible in case any disease/infection spread of from the staff.

- 33) That the tenderer shall dispose the garbage at designated places only & shall close the day with clean & safe environment to the satisfaction of Hostel Warden/Hostel Mess Management And Monitoring Committee constituted by the Principal, Government Medical College, Rajouri.
- 34) That the tenderer cannot provide the same meal twice or more a day, i.e. if a meal is provided in breakfast, then the same meal cannot be served in any other meals the same day/ No stale food shall be served to students.
- 35) That the students would convey the Hostel Warden before leaving the hostel premises or any other applicable reasons for not availing the mess services, so that the concerned official can convey it to the tenderer for the latter to do the needful.
- 36) That no amount shall be deducted from the mess fee of the student(s) of various hostels by the Govt. Medical College, Rajouri at the time of monthly payment to the Caterer on the agreed rates except in case where the students are on notified authorized absence from the Campus for a period exceeding fifteen (15) days at a one spell for which prior intimation shall be furnished to the Caterer by the concerned Wardens as the case may be. However, no payment during the notified summer/winter break shall be made to the Caterer by the Govt. Medical College, Rajouri but the Catering Services availed by the students during notified summer / winter breaks or otherwise shall be borne by them out of their own pocket and no claim of the Caterer on this count shall be entertained by the Govt. Medical College, Rajouri.
- 37) The payment of Mess charges duly verified by the Hostel/Warden shall be made after the expiry of the month and the payment shall be made from the hostel mess bank account of Govt. Medical College, Rajouri after deducting TDS & GST as applicable under rule.
- 38) That the tenderer should be open for suggestions and advices from the mess committee.
- 39) That the tenderer needs to strictly adhere to the mess timings and take care of the meals thereof accordingly.
- 40) That the annual increase and decrease in the mess fees shall be subject to market prices and inflation, further in any case whatsoever, the quoted mess fee cannot be increased more than 5% annually per student.
- 41) That in case of any conflict between the tenderer and the mess committee, the decision of the Principal GMC, Rajouri will be final and cannot be challenged.
- 42) That the successful tenderer is bound to stick on the rates once quoted and approved by the mess committee constituted for the purpose.
- 43) That any alteration on the part of successful tenderer shall lead to cancellation of contract without any intimation.
- 44) That the Principal, Government Medical College, Rajouri shall also constitute a Hostel Mess Management & Monitoring Committee for regular checking of the diet, being served to the students which shall apprise about their feedback to the Office of the Principal, Govt. Medical College, Rajouri.
- 45) That the students shall not be held responsible for any theft or loss to the property in the hostel being used in the mess by the successful tenderer/contractor.
- 46) That the contractor shall abide by all statutory provisions of labour and other laws enforcement from time to time. Records of these implementation shall have to be produced as & when required.
- 47) That the tenderer firm shall only use branded Spices, Oils, Groceries & Milk etc. and should be ISI or AG marked. At any time, if found to be below standards shall have to be removed/destroyed. A team deputed by the Principal along with mess committee shall have final say in this matter.
- 48) That the rates are required to be offered in the financial bid on per student per day basis.
- 49) While serving eatables to the students/ staff in the hostel mess all the necessary protocols including Covid-19 SoPs must be followed.
- 50) The successful tenderer has to install CCTV cameras in and around the area allotted for the purpose with recording facility. The footage of the CCTV cameras if required by the GMC, Rajouri administration shall be provided to them as and when desired.
- 51) On expiry of the contract, the caterer shall vacate the premises of the Government Medical College, Rajouri immediately and handover the charge of equipment/furniture etc. peacefully to the officer nominated by the Principal, Government Medical College, Rajouri.

*Handwritten signatures and initials.*

*Handwritten signature.*

#### **16. OTHER CONDITIONS:**

- i. The successful contractor shall enter into an agreement with the Principal GMC, Rajouri before allotment of the contract.
- ii. In case of failure to abide by the "Terms & Conditions" of the approval, the tender notice and any other term incorporated, contract shall be liable to be terminated with immediate effect.
- iii. Any dispute arising out of this rate contract shall be refer to Administrative Secretary Govt., Health & Medical Education Department, J&K whose decision thereon shall be final and binding upon the parties and no further correspondence/ actions on this account shall be made.
- iv. All other conditions as laid down by J&K Financial Rules, Financial Code Vol. 1 & II shall remain in force.
- v. The tendering process shall be governed by and construed in accordance with the laws of India and the Courts in Jammu & Kashmir shall have exclusive Jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- vi. The Department, in its sole discretion and without incurring any obligation or Liability, reserves the right, at any time, to:
  - (a) Suspend and/or cancel the tendering process and/or amend and/or supplement the tendering process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Applicant in order to receive clarification or further information;
  - (c) Retain any information and/or evidence submitted to the Department by, on behalf of and/or in relation to any Applicant; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

All documents and other information supplied by the Department or submitted by an Applicant shall remain or become, as the case may be, the property of the Department. The Department will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

The bid shall be deposited in electronic format on website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per the schedule mentioned above. In case of holiday on the date of opening of bid, bids will be opened on the next working day at the same time and venue.

#### **17. INSTRUCTIONS TO BIDDERS REGARDING E-TENDERING PROCESS:-**

- i. The interested bidder can download the NIT/bidding document from the website [www.jktender.gov.in](http://www.jktender.gov.in).
- ii. To participate in bidding process bidders have to get (DSC) Digital signature certificate as per Information Technology Act 2000 to participate in online bidding. This certificate will be required for digital signing the bid. Bidder can get above mentioned Digital Signature Certificates from any NIC/ Govt. approved vendors. The bidders who already possess valid (DSC) Digital Signature Certificate need not to procure new Digital Signature Certificate.
- iii. **Before submission of line bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid (Plz refer Clause 2(A) on page 2<sup>nd</sup> of RFP).**
- iv. The department will not be responsible for delay in online submission of bid whatsoever reasons may be.
- v. The detail of cost of documents etc. specified in the documents should be the same as submitted online (scanned copy) otherwise bid will not be accepted.
- vi. Bidders are advised to use "MY Documents" area in their user on website in e- tendering portal to store important documents etc. and attach this certificate as Non statutory documents while submitting their bids.
- vii. Bidders are advised not to make any change in BOQ (Bill of Quantities) contacts or its name in no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the rates inclusive of all taxes and it should be saved with the same as it contains.
- viii. **Bidders are advised to scan their documents at 100 DPI (Dot per Inch) resolution's with black and white PDF scan properly and make sure that the documents uploaded are in readable format. Uploading of the non-legible documents shall be considered as void and the bid shall not be accepted.**
- ix. The guideline for submission of bid online can be downloaded from the website [www.jktender.gov.in](http://www.jktender.gov.in).
- x. Before a formal contract order is placed with the successful contractor. He/ she have to submit an undertaking duly sworn before a First-Class Judicial Magistrate for the fulfilment of the contract under the terms and conditions stipulated in the order.

- xi. In the event of substandard quality of food/ services, the contractor will be wholly and solely responsible for any financial or material loss or damage which may result due to the occurrence of such problems. The penalty will be imposed as deemed necessary.

Handwritten signatures and initials:    

### **SPECIAL NOTE FOR SITE VISIT**

Bidders in their own interest at their cost are advised to visit, inspect and examine the site/Govt. Medical College, Rajouri campus and its surroundings and satisfy themselves including prevailing rules, regulations/directions of the local authorities/ State Government, that may be necessary for preparing the bid and execution of the contract, before submitting their bids in respect of the site conditions including access to the site, availability of land, water, power and other facilities, Source and extent of availability of suitable materials including water etc. and labour, including but not restricted to any other conditions which may influence or affect the work or cost thereof under the contract. No extra charges consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the Institute. The bidders should note that information, if any, with regard to the site and local conditions, as contained in this bid document has been given merely to assist the bidders and is not warranted complete in all respects. The bidder should ascertain all other information pertaining to and needed for the work including information regarding the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. All the temporary services/ arrangements shall be made by contractor at no extra cost to Government Medical College, Rajouri.

**Sd/-  
Principal  
Government Medical College,  
Rajouri**

Signature

Name \_\_\_\_\_



(To be submitted on the letterhead of the bidder)

<b>Tender for : Hostel Mess and Catering Services at Government Medical College, Rajouri</b>	
Tender Ref. No:	Dated:
Name of the Bidder: Correspondence Address: Tel/Mob No.: Email Id: Contact Person Name: Mobile No (Contact Person):	

**Copies of all supporting documents duly signed and stamped by the bidder in support of below particulars must be attached along with this checklist:**

Sr. No.	Particulars	Details/ Compliance (Y/N)	If Submitted, Mention Page No.		Remarks	
			From	To		
1.	Details of Tender Fee and EMD:					
		Tender Fee				EMD
	Amount:	Rs.				Rs.
	UTR/ Transaction No.					
	Dated:					
	Bank :					
	Proof of Tender Fee & EMD to be submitted.					
2.	Tender Acceptance Letter As per Annexure – B					
3.	The agency should be a registered and licensed vendor i.e. FSSAI licensed in the similar line of business covered under this tender. Valid Document/certificate issued from appropriate authorities of FSSAI should be enclosed to support this.					
4.	Copy of Permanent Account Number (PAN)					
5.	Income Tax Return of Last 02 Years					
6.	Copy of GST Registration Certificate					
7.	Valid document in support of Registered/ Branch office in J&K, If Applicable.					
8.	Labour License No. of existing business					
9.	Self-Declaration about Non Black-Listing (as per Annexure- D )					
10.	Duly signed and stamped of the entire tender document along with its addendum/corrigendum, if any					
11.	All other documents, as required in terms of the tender, to claim eligibility.					

*Handwritten signatures and initials:*

## Declaration

I/we..... (Name of the Authorized Representative of Bidder) of (Name of the bidder) do hereby declare that the entries made here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms and conditions laid down in tender document.

Place & Date:

(Name & signature with stamp of the bidder)

to  
2.1  
TR  
Q  
Hh.

**TENDER ACCEPTANCE LETTER**

(On the letter head of the Agency)

Date:

**The Principal,  
Government Medical College,  
Rajouri.**

**Sub: Acceptance of Terms & Conditions of tender for Hostel Mess at Government Medical College, Rajouri vide Tender Ref. No: \_\_\_\_\_**

**Dated: \_\_\_\_\_.**

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/Work" from the website(s) as per your notice given in the above mentioned website(s).

1. I/we hereby certify that I/we have read the entire terms and conditions of the tender document (including annexure(s), schedule(s), etc.) which form part of the contract and I/we shall abide hereby by the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. No employee or direct relation of any employee of the Government Medical College, Rajouri is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
5. I/we certify that all information and data furnished and attachments submitted with the application by our Agency/Firm/Company are true & correct.
6. I/we are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall (without giving any notice or reason thereof) summarily reject our bid or terminate our empanelment contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours faithfully,  
(Signature of the Bidder, with Official Seal)



**FINANCIAL BID**

Name of Tenderer

**Principal  
Government Medical College  
Rajouri.**

Sir,

We, M/s \_\_\_\_\_ having office at \_\_\_\_\_ do hereby submit our tender for providing Hostel Mess Services at Government Medical College, Rajouri. Our rates for providing the Mess Services shall be as under:

**Rate per student/day:** Rs. \_\_\_\_\_ (in words) including all taxes as applicable for the prescribed Menu enclosed herewith as Annexure-F.

We affirm that we have read and fully understood the nature of job and the terms & conditions relating to this tender and do hereby agree to abide by the same.

In case of selection of our firm for providing Hostel Mess Services at Government Medical College, Rajouri at Mehra Campus we will execute an agreement with the Government Medical College within period as may be prescribed by the GMC and that we shall also be bound by all such terms and conditions laid therein, which might be subsequently incorporated in the agreement to be signed by us.

If we contravene any one of the conditions of the agreement, we shall not have any objection to the forfeiture of our Earnest Money and Security Deposit along with extinguishing of our right to continue the assignment entrusted to our firm.

For & on behalf of M/s  
(Authorized Signatory) \_\_\_\_\_

Name: \_\_\_\_\_

The block contains several handwritten signatures and initials in blue ink. On the left, there are three distinct signatures. To the right, there is a single, more stylized signature.

**SELF-DECLARATION ABOUT NON BLACK-LISTING**

(To be submitted on the letterhead of the bidder)

Date:

Principal  
Government Medical College  
Rajouri

**Subject: Self Declaration about Non Black-Listing for Hostel Mess at Government Medical College, Rajouri vide Tender Ref. No. \_\_\_\_\_**

**Date: \_\_\_\_\_.**

In response to tender under reference, I/We hereby declare that presently our Agency/Firm/Company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Body, Academic Institution and Commercial Organization.

We further declare that presently our agency/firm is also not blacklisted/debarred and not declared ineligible for any reason other than corrupt & duplicitous practices/deceitful by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Body, Academic Institution and Commercial Organization etc. (wherever applicable) in last five years from the last date of submission of bid.

If this declaration is found to be incorrect at any part of time then without prejudice to any other action that may be taken, my/our EMD/Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)



**FORMAT FOR BANK GUARANTEE PERFORMANCE**

(To be typed on Non-judicial stamp paper of the value of Rs. 100 INR)

[TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT RAJOURI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT JAMMU OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANKS) SITUATED AT RAJOURI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.]

Principal  
Government Medical College  
Rajouri

**LETTER OF GUARANTEE**

WHEREAS the Government Medical College, Rajouri (Buyer) has invited Tender vide Tender No.....date.....for..... and whereas the said tender document requires that any eligible successful Bidder (Vendor) wishing to provide/supply the Services/Goods/Material as per tender document in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "Government Medical College, Rajouri," in the form of Bank Guarantee for Rs.....valid till three years from the date of issue of Performance Bank Guarantee may be submitted within 10 days from the date of acceptance as a successful Bidder.

THIS BANK DOES HEREBY GUARANTEE to the fact that in the event of the said Bidder (Vendor) failing to abide by any of the conditions referred in tender document/purchase order/work Order etc. this bank shall pay to Government Medical College, Rajouri on demand and without protest or demur Rs..... (Rupees.....).

This bank further agrees that the decision of Government Medical College, Rajouri (Buyer) as to whether the said Bidder (Vendor) has committed a breach of any of the conditions referred in tender document/purchase order shall be final and binding.

We ..... (Name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Vendor) and/ or Government Medical College, Rajouri (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Indian Rupees only).
2. This Bank Guarantee shall be valid up to.....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Government Medical College, Rajouri serves upon us a written claim or demand on or before .....(date).

*TRX* *TR* *Q*

*H*

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at (Address of local branch).

Yours truly,

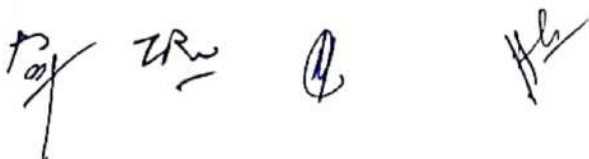
**Signature and seal of the Guarantor:**

**Name of Bank:**

**Address:**

**Date:**

**Instruction to Bank:** Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take/initiate appropriate necessary action on or after expiry of bond period.



**MENU**

Days	Breakfast	Lunch	Dinner
Sunday	Puri Chana + Tea+ Curd	Dal Rajma + Rice + Roti + Raita	Arhar Dal + Sabzi + Rice + Roti+ Sweet dish + salad
Monday	Bread + Butter + Tea + Egg (Boiled 2no.) Fruit (for veg.)	Mix Dal + Rice + Roti +Mix Veg + Salad	Mattar Paneer (for vegetarian) + Chicken (2 piece)+ Roti +Rice+ Salad
Tuesday	Aloo Parantha + Curd + Tea + Pickle	Fried Rice + Curd + Dal Rajhma	Black Chana + Mix Veg + Rice + Roti + Raita
Wednesday	Tawa Parantha + soyabean + Tea/Milk	White channa+ Rice + Curd + Salad	Moong dal + Paneer Bhurji + Chicken (2 piece) + Rice + Roti + Salad
Thursday	Bread + Butter + Tea + Halwa	Mix Dal + Rice + Roti + Sabzi + Salad + Curd	Maa channa Dal+ Zeera Rice+ Roti + seasonal veg + Chutny
Friday	Daliya or Oats + Tea + Boiled eggs (2No.) Fruit (for veg.)	Rajhma + Rice + Mix Veg + Salad	Paneer ( for vegetarian)+ Chicken curry+ Rice + Roti + Salad
Saturday	Chapatti +Paneer Bhurji + Tea	Black Chana + Rice + Roti + Sabzi + Salad	Rajhma + Egg Curry + Rice + Roti + Salad + chutney/Raita

Daily : Evening tea with snacks, kachori, bakery items etc.

**NOTE:**

- Food served should be of good quality.
- Proper hygiene should be maintained during cooking and serving.
- Chapatti should be provided as an alternative to those students who don't want to eat parantha/puri.
- Dining hall should be properly cleaned before and after meal.
- Fruits and vegetables served should be fresh.
- The quantity of cheese (paneer) served should be 100 gms per student.
- Quantity of Tawa parantha should be 03 and aloo parantha should be 02.
- If the size of Puri/Naan is small, then quantity should be 04 and if size is medium, then quantity should be 03.
- Number of chapatti per person should not be limited.
- Seasonal Veg include: Beans, Kadam, Cauliflower, Cabbage, Brinjal, Mattar, pumpkin, Shimla Mirch etc.
- Utensil should be properly washed.
- Curd 100 gm per student.
- Rice Basmati.

12/11

**LIST OF INDICATIVE BRANDS OF ITEMS TO BE USED IN MESS SERVICES**

S. No	Item(s)	Brand
1	Milk	Amul/ Verka /Surya / Dairy Milk
2	Bread	Britannia/ Harvest/ Bonn
3	Butter	Amul or equivalent brand
4	Jam	Kissan or equivalent brand
5	Tomato Sauce	Kissan / Maggi or equivalent brand
6	Chilli Sauce	Kissan / Maggi
7	Tea /Tea Bags	Taj Mahal /Nestle / Tata Tetley / Brook Bond
8	Coffee	Nescafe / Bru
9	Refined Vegetable Oil	Dhara / Sundrop / Fortune
10	Vanaspati Ghee	Dalda / Rath
11	Mustard Oil	P Mark/ Patanjali / V Brand / Bulbul
12	Rice	Sarveshwar/ Supreme/ ZZ or equivalent brand
13	Sugar	Good quality
14	Atta /Maida / Besan	Agmark brand / Amar/ P Mark/ Pooja or equivalent brand
15	Pulses	Good quality
16	Spices	Seasonal fresh quality
17	Fruits /Vegetables	Seasonal fresh quality
18	Salad	Seasonal items consisting of green vegetables
19	Ice Cream	Amul /Mother Dairy / Kwaliti

4/2/21

## Disclaimer:

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Department or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Department to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the said job. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the Department reserves the right to reject all or any of the Proposals and to annul the Selection Process without assigning any reasons whatsoever.

The intending Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Note: Department means GMC Rajouri.**

Handwritten signatures and initials in black ink, including what appears to be 'A of', 'UA', and a large stylized signature.