

GOVT. MEDICAL COLLEGE RAJOURI AND AH, RAJOURI.
NOTICE INVITING TENDER
GMCR(P) 02 OF 2021


For and on behalf of the Lt. Governor of UT of Jammu & Kashmir, e- tenders are invited from the reputed firms/agencies/organizations for managing the student canteen at Associated Hospital, Government Medical College, and Rajouri as 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)	03.03.2021
2.	Proposal due date for receiving of bid.	20.03.2021
3.	Date of Opening of Bid.	23.03.2021

Conditions:-

- 1) The Complete bidding process shall be online. The bidder has to submit their bids online in electronic format with digital signature.
- 2) The minimum reserve bid shall be Rs. 12000 Per Month.
- 3) The cost of Tender document shall be in the shape of DD of Rs. 1000/- (Non-refundable) drawn from Jammu and Kashmir Bank or any nationalized bank favoring Chief Accounts Officer, Government Medical College, Rajouri, payable at Rajouri.
- 4) The bid shall be deposited in electronic format on website www.jktenders.gov.in.
- 5) The Tender Document, Eligibility criteria, Terms and Conditions & other details can be seen /downloaded from the website www.jktenders.gov.in and www.gmcrajouri.in

For further details please contact Deputy Director (P&S), Government Medical College, Rajouri, on Contact Number: 9419102520 or e-mail at ddplggmcrajouri@gmail.com.


Principal
Govt. Medical College
Rajouri.

No: - GMCR/P&S/09/2020/650-54.

Dated:- 02-03-2021

Copy to the: -

1. Financial Commissioner, 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. 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.
5. In charge website, Govt. Medical College Rajouri (www.gmcrajouri.in) for information and n.a.

INTRODUCTION

Govt. Medical College, Rajouri intends to establish a Student Canteen inside the Associated Hospital Premises. The area as earmarked shall be developed by the approved bidder (by way of raising kiosk/makeshift arrangement/pre-fabricated structure etc.) from his/her own resources and shall be maintained free of cost by him/her. The contract shall be valid for a period of **Two Years** with further extension on mutual consent.

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 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.
 - 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/supplier/agency.
 - 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 the purpose of procurement of student canteen tender.
- III. Scanned copy of below mentioned documents shall be loaded in the "My Document" area for bidders.
 - a. Certificate of registration with Labour Department
 - b. Certificate of experience in the form of completion certificate if any
 - c. PAN of the tenderer/ firm/ agency.
 - d. Valid license from Commissioner Food safety under Food safety and Standard Authority of India (FSSAI) Act.
 - e. GST Registration Certificate.

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.

- a. Tender fee
- b. Affidavit

B. Cover 2nd (Financial cover)

Rates submitted online by the bidders in the BOQ.

Terms of Reference(TOR)

1. The Department invites proposals from interested firms/agencies/organization for management of Student Canteen in Associated Hospital, Rajouri 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 with the management of student canteen in Associated Hospital, Rajouri.
2. The Proposal shall be valid for a period of not less than 90 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 endeavor to adhere to the following schedule:

Event Description	Date
Issue of RFP	02.03.2021
Last date of receiving queries	18.03.2021
Reply of queries/Pre bid Meeting	19.03.2021
Last date of receiving bid on the website (PDD)	26.03.2021
Date of opening of bid(online)	23.03.2021
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: Deputy Director (Planning), GMC & AH Rajouri J&K. Email:- ddplggmcrajouri@gmail.com Mob: 9419102520.
6. A Pre- Bid Meeting can be held on the basis of request made by the interested parties.
7. 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 RUNNING OF STUDENT CANTEEN SERVICES IN ASSOCIATED HOSPITAL, GOVERNMENT MEDICAL COLLEGE, RAJOURI.

8. 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.

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

- (a) At any time, a material misrepresentation is made or discovered, or
- (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.

10. 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.

11. NEGOTIATIONS

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for increasing the price of the Proposal, but will be for re-confirming the obligations of the applicant under this RFP. Issues such as deployment of Personnel, 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.

12. AWARD OF CONTRACT

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Department to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

13. 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.

16. 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.

17. 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.

18 Other Terms and Conditions:

- i. The successful bidder must deposit the agreed money to the Hospital Development Fund by 10th of every month. In case the approved contractor fails to deposit the approved bid money/agreed money within the stipulated period, a fine of Rs. 100 per day shall be imposed. *The receipt thereof of the money deposited to be submitted to the Planning Section of this GMC for record.*
- ii. The approved bidder shall be bound to sell the canteen articles on the rates fixed in the tender documents. Rates fixed shall be enhanced by 10% every year. Overcharging/ under quantity/ unhygienic food/ eatables in the canteen shall attract the penalty to the tune of Rs. 5000/- each occasion/ termination of contract/ forfeiture of earnest money or all the mentioned.
- iii. The approved contractor shall have to display the approved rates at prominent places for information of the students.
- iv. The approved contractor shall install a complaint box outside the canteen premises for dropping the complaints by the general public/students, which shall be opened and monitored by the committee of Hospital authorities for their proper disposal.
- v. Negligence on part of the approved contractors, in any shape shall lead to cancellation of contract without any notice.
- vi. The approved contractor shall maintain the surroundings of the canteen. Proper hygiene of the kitchen, including tiles, serving trolleys etc. shall be maintained by the approved contractors.
- vii. This office shall not be held responsible for any postal delay, Tenders not accompanied with the relevant latest documents and other requisite information at the time of submission of tenders is liable to be rejected at the appropriate level by the competent authority.
- viii. Non supply of Canteen eatables/ sudden stoppage will attract a penalty of Rs. 3000/- per day, besides termination of contract without any notice.
- ix. The Committee reserves itself the rights to accept or reject any tender or part thereof without assigning any reason and is not bound to accept the rates of highest tenderer.
- x. The same person should sign all correspondence letter and documents who has signed the original tender. In case of change to this effect, and affidavit duly attested by the 1st class Judicial Magistrate shall have to be sent in support of the change.
- xi. The approved contractor to the entire satisfaction of the concerned authorities shall maintain the Furniture and furnishing in the canteen.
- xii. The Cooks and bearers working in the kitchen or at the time of distribution of "eatables" to the customers should be in proper uniform which shall be "BLUE CAPS WITH BLUE COAT AND PENT".
- xiii. The staff engaged should wear proper Dress along with polythene gloves while distributing eatables to the customers for maintain proper hygiene.
- xiv. Food and all other allied articles should be fresh and hygienically prepared and served through the staff identified from the purpose under the direct supervision of the Contractor/ Managers.
- xv. It shall be responsibility of the successful tenders to keep the eatables clean and wholesome. All the eatables shall be subject to the check by the Hospital Administration. A committee of officers which will be nominated by the Principal will have full powers to conduct the examination of the canteen and edible materials to ensure proper hygienic conditions, quality of food and verifying that edible, items used are fresh and good condition. Their findings will be binding on the tenderer.
- xvi. The approved bidder/contractor shall make clear bifurcation of veg and non-veg items i.e proper care shall be taken not to Intermix veg and non-veg items including their preparation process.
- xvii. The cooking arrangements and the maintenance of the kitchen is the sole responsibility of the approved contractor and will be supervised by the concerned authorities of GMC & AH Rajouri. In case of any default found during the supervision and inspection a penalty the extent of Rs. 5000/- shall be imposed for each such occasion.
- xviii. The approved contractor/bidder shall not sell any illegal/banned items or any tobacco products.

19. OTHER CONDITIONS

- i. The applicants are advised in their own interest to submit their online bid documents well in advance from last date/time of submission of bids so as to avoid problems which the applicants may face in submission at last moment/" during rush hours.
- ii. Department reserve the right to verify any uploaded documents by the bidder from the issuing authority or through any other agency.
- iii. On opening date, the Bidder can login and see the tender opening process.
- iv. In the event two or more tenderers quoting the same bidding amount, Preference shall be given to the local candidates and/or having more experiences.
- v. No conditional tender shall be accepted.

- vi. The successful contractor shall enter into an agreement with the Principal GMC/Medical Superintendent of this AH before allotment of the contract.
 - vii. The authority shall, in any case not be responsible for any theft or any other mis-happening in the premises of the canteen under supervision of the approved contractor.
 - viii. 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.
 - ix. 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 accounts shall be made.
 - x. All other conditions as laid down by J&K Financial Rules, Financial Code Vol. I & II shall remain in force.
 - xi. The Selection 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.
 - xii. The institute shall provide the unfurnished working space to be used as student canteen. The infrastructure in terms of furniture, fixture, utensils etc. shall be arranged by tenderer.
- 20. MISCELLANEOUS**

- i. 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 Selection Process and/or amend and/or supplement the Selection 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 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.

21. INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS:-

- i. The interested bidder can download the NIT/bidding document from the website 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 bid.
- 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.
- v. 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.

- vi. 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.
- vii. Bidder is advised to scan their documents at 100 DPI (Dot per Inch) resolutions with black and white PDF scan properly.
- viii. The guideline for submission of bid online can be downloaded from the website www.jktender.gov.in.
- ix. 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 fulfillment of the contract under the terms and conditions stipulated in the order.
- x. 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. No direct negotiation will be allowed between students and contractors.
- xi. The contractor will ensure the hygiene in the canteen and disposal of all the canteen waste outside the Institution at proper and authorized place. In case he fails to do so, action under rules will be initiated which will lead to termination of the contract.
- xii. Successful Tenderer will ensure safe cooking so that no damage is done to the person/institution/property. He/she will be responsible for any damages occurring due to negligence.
- xiii. If the outdated/unhygienic items are supplied, a fine of Rs. 1000/- will be imposed and after 02 warnings the canteen will be closed without issuance of any notice.
- xiv. Non- supply of canteen eatables/ sudden stoppage will attract a penalty of Rs. 500/- per day. Besides termination of contract without any notice.
- xv. The successful tenderer has to manage the facility of Electricity, water and sanitary by his/her own level through his/her own resources.
- xvi. This GMC shall not provide any type of financial assistance/help to the approved bidder in raising the requisite structure.
- xvii. Proper hygiene should be maintained in the canteen. Committee and any other designated staff of the Institutions will inspect the canteen at any time.
- xviii. The quantity and quality of items sold in the canteen should be as per the specifications laid down by the FSSAI.



Three handwritten signatures in blue ink are present at the bottom left of the page. The top signature is a cursive script, the middle one is more stylized, and the bottom one appears to be 'Kuldeep Singh'.

22. The following rates of the items shall be applicable.

S.No.	Item	Unit of Measure	Rates fixed with Rs.
1.	Tea	Per cup 175 ml	8.00
2.	Coffee	Per cup 100 ml	10.00
3.	Samosa Channa	Two pieces (Standard size)	20.00
4.	Puri Channa	Two puri with channa with some pickle.	22.00
5.	Plain Prantha	Per prantha	8.00
6.	Stuffed Prantha	Per prantha	15.00
7.	Paneer Prantha	Per prantha	20.00
8.	Veg. Petties	Per pc. (Big)	15.00
9.	Cheese Petties	Per pc. (Big)	25.00
10.	Kulcha	Per pc.	15.00
11.	Allo Tikki	Per plate (two tikki)	20.00
12.	Paneer Pakora	Per plate (200 gms.)	45.00
13.	Veg. Pakora	Per plate (200 gms.)	30.00
14.	Dossa Plain	Each	40.00
15.	Dossa Masala	Per pc.	50.00
16.	Veg. Manchurian	Per plate (8 pieces)	45.00
17.	Noodles	Per plate (Full Plate)	30.00
18.	Pizza COC	Per pc. (Regular)	70.00
19.	Pizza Mushroom	Per pc.	75.00
20.	Sandwich	Per plate (2 pieces)	20.00
21.	Sandwich Grill	Per plate (2 pieces)	25.00
22.	Spring roll Noodles	Per plate (6 pieces)	35.00
23.	Spring roll Palak paneer	Per plate (6 pieces)	40.00
24.	Hot Dog	Per piece	25.00
25.	Burger	Per piece	25.00
26.	Burger Cheese	Per piece	30.00
27.	Veg. Momo Steamed	Per plate (8 pieces)	30.00
28.	Veg. Soup	Per Bowl (200ml)	20.00
29.	Fried Rice	Per plate (250gms)	25.00
30.	Dry Chilli Paneer	Per Plate 5pcs.	60.00
31.	Palak Paneer	Per Plate 5pcs.	60.00
32.	Garlic Paneer	Per Plate 5pcs.	60.00
33.	Naan Plain	Per pc.	15.00
34.	Naan Butter	Per pc.	20.00
35.	Roti	Per pc.	7.00
36.	Rice	Per plate (Full)	25.00
37.	Thali	Containing two roti, rice, dal/rajmash, one vegetables, curd and salad.	40.00
38.	Thali Special	Containing two roti, rice, dal/ rajmash, two vegetables, 1 Paneer item and curd and salad + extra Rice.	50.00
39.	Rajmash Rice + Salad	Per plate	35.00
40.	Rajmash	Per plate	30.00
41.	Curd Plate	Per plate (150 gms.)	15.00
42.	Dal Makhni	Per plate	40.00
43.	Dry Mashroom	Per plate	55.00
44.	Mix Vegetable	Per plate	40.00
45.	Garlic Mashroom	Per plate	55.00

46.	Bread Omelete	Omelete (two egg + 2 slices)	25.00
47.	Channa Masala	Per plate	30.00
48.	Kadai Paneer	Per plate	60.00
49.	Milk products like Milk, Lassi, Butter milk, Shakes, etc. of reputed brands like Mother Dairy, Amul, Verka, Surya, Nestle etc.	Per pack	As per MRP
50.	Packed Juices/ Soft drinks of reputed brands.	Per pack	As per MRP
51.	Biscuits sweet branded only	Per pack	As per MRP
52.	Biscuit salty branded only	Each pack	As per MRP
53.	Chocolate	Per pc.	As per MRP
54.	Water Bottle	Per Bottle	As per MRP
55.	Maggie Noddle's	Per plate	25.00
56.	Ice-cream	Per pack	As per MRP
57.	Pastries	Per piece	Rs. 20 to Rs. 40
58.	Biryani (Chicken) with salad/Raita	Per plate (250gms.) 1 piece	40.00
59.	Biryani (Chicken) with salad/Raita	Per plate (250gms.) 2 pieces	60.00
60.	Veg. Biryani/Raita	Per plate (250gms.)	35.00
61.	Butter Toast	2 Pieces	15.00



 K. Deepak

Annexure "A"
(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
TENDER FORM FOR PROVIDING FOR
CANTEEN SERVICES IN ASSOCIATED HOSPITAL OF GOVT. MEDICAL COLLEGE,
RAJOURI.

1. Name, address of Firm/Agency/Company: _____.
2. Telephone No: _____.
3. Registration No (with Lab. Department): _____.
4. Name, Designation, Address of the signing person:

_____.
5. PAN no. issued by Income Tax Department: _____.
6. Valid License from the Commissioner Food Safety under FSSAI Act. :
_____.
7. Tender fees (Amount in Rupees): _____.
8. Demand Draft No: _____.
9. Date of issue: _____.
10. Name of issuing Bank: _____.
11. Any other information: _____.

Declaration by the bidder

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.


K. K. K.

(Signature of the bidder)

Annexure "B"

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
UNDERTAKING

**The Principal,
Govt. Medical College & Associated Hospital,
Rajouri.**

**Subject: - Tender for Canteen Services in Associated Hospital of Govt. Medical College,
Rajouri.**

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to clarify that/we before signing the bid have read and fully understood all the terms and conditions and instructions contained and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provision of DGR rates, Contract Labour Act and other statutory provision like Provident Fund Act, ESI Act. Bonus, Gratuity, Leave Relieving charges uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages of the personnel deployed as per DGR rates as amended by the Government from time to time and shall be fully responsible for any violation.

(Signature of the Bidder)
Name and address of the Bidder



Kuldip Singh

Annexure "C"

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
UNDERTAKING/ LETTER OF ACCEPTANCE**

Sir,

- a. I/we do agree for all clauses, terms and conditions of the tender documents.
- b. I/we agree to abide the contract for a period of Two years to provide the services from the date of award of the contract which may be extended on mutual consent.
- c. I/we declare that no legal/ financial irregularities involving the Proprietor/ Partner of the applicants (s) / firm are pending.
- d. I/we declare that our financial position is sound and we are competent to execute the contract.
- e. I/we declare that we will not ask/ expect any financial assistance for the Govt. of Jammu and Kashmir Union Territory.
- f. I/ We undertake that we will not stop the supply of eatables in any allotted canteen in any Hospital of whatsoever the reasons.



Kulddeep Singh

(Signature with Seal)

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 & AH Rajouri.

The block contains three handwritten signatures or initials in blue ink. The top signature is a cursive name, possibly 'M. J. Singh'. Below it is another signature, and at the bottom are the initials 'K. Singh'.