SHRI LAL BAHADUR SHASTRI GOVT. MEDICAL COLLEGE & HOSPITAL MANDI AT NERCHOWK. **DISTT. MANDI, H.P. 175008**

e-mail: prslbsgmchmandi@gmail.com Telephone Number: 01905-263009 & 263019

NOTICE INVITING TENDER (NIT)

No: HFW/MND/SLBSGMCH/e-Tender/MBBS STUDENTS/GIRLS/2023-1 Dated: 23/09/23

E-tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s)/Company/Corporation/Cooperative Society or any legal entity for providing Mess Services to MBBS Students (Girls) Hostel of Shri Lal Bahadur Shastri Govt. Medical College and Hospital Mandi at Ner Chowk. Prescribed tender form can downloaded from website https://www.hptenders.gov.in on or before last date and time for submission of tender. The Last date and time for submission & uploading of filled in tender documents is 18-10-2023 up to 01:00 PM. The Tender will be opened on 18-10-2023 at 03:00 PM in the Council Room of Administrative Block, SLBSGMCH Mandi at Ner Chowk, Distt. Mandi, HP. The duly completed tender form along with Tender Fee (Rs. 2000/-), in the shape of DD/BC and Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lac only) in the form of Fixed Deposit Receipt (FDR) pledged in favour of Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk issued by any of the Scheduled Bank along with other required documents should be uploaded on the website https://www.hptenders.gov.in and physical copy of uploaded cost of tender document and Earnest Money deposit should be reached in the office of the Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, Distt. Mandi, HP before the last date and time fixed for submission of the tender. All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites. The bidders are advised to visit the aforesaid website regularly regarding corrigendum, modifications and clarifications in respect of this tender. The undersigned reserves the right to reject any or all the tender offers without assigning any reason.

> Additional Director (Admn.) **SLBSGMCH Mandi** at Ner Chowk

Dated:

Endst .No : As above/

Copy to:

- The Director, Information & Public Relation Department, Himachal Pradesh Shimla-2, HP 1. with the request to publish the advertisement in two leading newspaper in English and Hindi.
- The Director Medical Education & Research, Shimla-9 for information. 2.
- The website manager for uploading the notice and tender document in official website, 3. http://slbsgmchmandi.com.

4. Notice Board.

> Additional Director (Admn.) SLBSGMCH Mandi at Ner Chowk

SHRI LAL BAHADUR SHASTRI GOVT. MEDICAL COLLEGE & HOSPITAL MANDI AT NERCHOWK, DISTT. MANDI, H.P. 175008 Telephone No. = 01905-263009& 263019

E-mail: prslbsgmchmandi@gmail.com, purchase-slbsgmch@hp.gov.in

Website: http://slbsgmchmandi.com

E-TENDER DOCUMENT FOR PROVIDING MESS SERVICES TO MBBS STUDENTS APPROX 300 (GIRLS) HOSTEL AT S.L.B.S. GOVERNMENT MEDICAL COLLEGE & HOSPITAL MANDI AT NER CHOWK, DISTRICT MANDI, (H.P)



Ref. No.) :	HFW-MND-/SLBSGMCH/E-TENDER/ MBBS STUDENTS (GIRLS)/2023/
Publishing Date	:	28-09-2023
Bid Submission Start Date		28-09-2023
Last Date of Bid	•	20-09-2023
Submission	:	18-10-2023 upto 01:00 PM
Bid Opening Date	:	18-10-2023 at 03:00 PM

Tender documents may be downloaded from institute's web site http://slbsgmchmandi.com (for reference only) and Tenders Himachal Pradesh site https://www.hptenders.gov.in

Tender Document Fee = Rs. 2000/-(Two Thousand only)

Annexure-1

DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA I N D E X(To be placed/uploaded by the firms on the top of

Technical bid)

Sr. No.	Particulars of documents attached	Page No.
1.	Tender Form (with Annexure) duly filled in, where applicable and with Signatures of the bidder or his/her authorized signatory on each page of the Tender Document in acceptance of the terms and conditions contained in the Tender Document.	
2.	Scanned copy of passport size photograph, showing name of the tenderer/ authorized signatory on the Form Annexure-A to be uploaded.	
3.	Registration Certificate: (Legal Valid Entity) either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Proprietorship firm/ Partnership Firm Registered under Indian Partnership Act 1932. The Bidder Firm / Company should be in existence for more than 7 years as on the date of floating of this tender.	
4.	Copy of Goods and Service Tax (GST) registration certificate to be uploaded. The bidder should have GST Clearance till August, 2023 and GST return for last one year should be submitted by the bidder.	
5.	Copy of valid License under FSSAI Act, 2006 in the name of the tenderer/ firm be uploaded.	
6.	IT returns of last three years showing zero liability of income tax.	
7.	Scanned copy of PAN (Permanent Account Number) of the tenderer/firm issued by the Income Tax Department to be uploaded.	
8.	Copies of the audited balance sheets for the completed three financial years showing turnovers more than 5 Crore.	
9.	Proof of having minimum 3 consecutive years' experience of running mess in two different Govt. Medical college or Engineering College with not less than 300 students, during the past 5 years.	
10.	Scanned copy of the valid authorization letter given by the directors / owner of the firm/agency in favor of the authorized signatory to be uploaded or scanned copy of Power of attorney in case of a partnership firm to be uploaded. (Not required in case of individuals).	
11.	Copy of ESI & EPF registration are to be uploaded. The latest EPF inspection report to be uploaded.	
12.	Scanned copy of Earnest Money Deposit (EMD) in the form of FDR/DD from any of the Nationalized or Commercial Bank duly pledged in favour of the Tender Inviting Authority, i.e., Additional Director (Admn.), SLBSGMC&H Mandi at Ner Chowk.	
13.	An undertaking as per Annexure-B to be submitted/uploaded duly signed by the tenderer (Bidder) on a judicial stamp paper of Rs. 10/duly notarized which should be duly attested by the Notary Public of the area.	

14.	An undertaking duly Notarized on Rs 10/- stamp paper shall be	
	given by the tenders stating that:	
	1. No case is pending with the police against the	
	Proprietor/firm/partner or the Company (Agency). Indicate any	
	convictions in the past against the Company/firm/partner.	
	convictions in the past against the company/inin/partner.	
	2. The proprietor/firm/company has not been black	
	listed/debarred by any organization for last 2 years.	
	2 The agency is fine weight, conclude to community the weight in	
	3. The agency is financially capable to carry out the work in	
	case work awarded to the agency.	
15.	The bidder should provide the bank solvency of at least 300 lacs from	
	any scheduled bank in India.	
16.	The bidder should be ISO certified. The ISO certification should have	
	been obtained at least six months before the date of floating the tender	
17.		
	organization. The bidder should submit an affidavit of non-	
	blacklisted/debarred in last two years.	
10		
	Details of the FD/DD/TD/CD of bid security (EMD) FD/DD/TD/CD No:	
19.	((
	DD No.	
	Date: Payable at-	

Signature & Stamp

General terms and conditions:

- 1. The Contractor/Caterer shall cook and serve the above food items exclusively to the **MBBS Students (GIRLS)** for SLBS Govt. Medical College & Hospital Mandi at Nerchowk Distt. Mandi Himachal Pradesh-175008.
- 2. Breakfast (Unlimited) with Coffee/Tea/Milk, Unlimited Lunch and Unlimited Dinner to be served as per the detailed menu attached in **Part- A** of this tender document.
- 3. Basic menu is unlimited. Special items, fried items, chips, fruits etc. are limited.

4. **TENTATIVE MESS TIMINGS**:

Breakfast with Coffee/Tea : 07.00 a.m to 09.00 a.m Lunch : 12.00 p.m to 02.30 p.m Dinner : 07.30 p.m. to 09.30 p.m.

- 5. Water will be provided free of cost for cooking. The caterer should adopt conservancy measures and avoid unnecessary wastage of water.
- 6. Providing of first quality provisions, vegetable, milk, cooking gas etc. will be the responsibility of the caterer. Procurement of provisions and vegetables should be according to the recommendations of Mess Quality Control Committee (MQCC) to be constituted by the Additional Director (Admn.) SLBS Govt. Medical College Mandi at Nerchowk.
- 7. The Caterer shall use only branded and best quality raw materials for preparing the food. The Mess Quality Control Committee will decide brands of products.

A Mess Quality Control Supervisor (to be nominated by MQCC) will check all materials brought to mess as well as cooking practices followed. In the event of quality of the food served being poor or not adhering to contractual conditions, the Quality Control Committee will be free to impose monetary fine as deemed fit on the caterer. If rotten and stale vegetables etc are seen in the mess, the Committee can seize the same. Cooked un-referigerated food kept for more than 3 hours during summer, more than 06 hours during winter will be considered stale. Notice will be issued immediately imposing fine. Such fines imposed will be adjusted against the payments due to the caterer including the Security Deposit

8. The Caterer should be solely responsible for the arrangements of Cooking utensils, gas stoves and cylinders and refills. their safety. The fuel to be used for cooking will be LPG only (commercial cooking gas) and shall be arranged by the Contractor including gas cylinders.

- 9. The Caterer shall provide catering services as given in the menu annexed. The cost includes fuel cost, utensils procurement of rice/ atta & provisions and vegetables of good quality and others items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at dining hall premises, statutory taxes including Goods & Service Tax, duties and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the Medical College or the students.
- 10. Cleaning plates/washing and keeping the mess premises neat clean and hygienic is essential. Any violation on the part of caterer is liable for appropriate penal provisions, as per penalty clause attached in this tender document. The contractor selected for mess service, will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.

The illustrative guidelines are as under:

- (a) The kitchen, hand wash area, dish wash area will be washed with water and Soap solution and mopped after every breakfast, lunch and dinner will be disinfected once in a week or as and when required.
- (b) The utensils, crockery, dining plates etc. shall be washed with water and dish-wash solutions properly after every use. Dinnerware/dining plates should be cleaned properly for any stickiness.
- (c) The kitchen appliances and all cabinets should be cleaned every week.
- (d) The inside of the refrigerator and other appliances should be cleaned on monthly basis.
- (e) The Service Provider shall ensure sanitization of kitchen, dining areas (Including insecticide treatment) on a monthly basis.
- (f) Cleaning and Housekeeping of Kitchen and dining area, utensils, crockery, kitchen equipment, furniture etc. will be the sole responsibility of the Service Provider and at his own cost.
- (g) The highest possible standards are expected in this regard. All possible measures must be taken to ensure hygiene in the kitchen and dining area. These include the provision of ample Liquid soap for hand washing at the basin, clean towels to clean hands (to be replaced after each shift), provision of paper napkins; hand gloves, head caps for mess workers who handle food items for serving. Catering persons should be provided the necessary training so as to maintain the highest possible standard of hygiene. No service shall be provided without wearing disposable gloves.

- (h) The Service Provider shall arrange for disposal of the garbage collected from the kitchen, dining hall, dish wash area etc. every day morning in closed bins by separation of biodegradable waste from non-biodegradable waste.
- (i) The service provider will pay service charges to the garbage collecting agency. The leftover food should be removed immediately after lunch/canteen closing hours.
- (j) Service providers, under no circumstances shall dispose-off plastic and food waste into the drainage. Any damages caused to the drainage system which will result in appropriate repairs will be recovered completely from the service provider and shall invite suitable penalty.
- 11. The kitchens are to be well maintained, hygienic and clean including the cleanliness of staff.
- 12. The Contractor should take proper care of the furniture / electrical equipments provided by the college. The repairs of furniture / electrical equipments because of mishandling/negligence of the workmen shall be carried out by the contractor at his own cost to the satisfaction of the Competent Authority. If the contractor fails to do so, the Competent Authority reserves the right to recover the cost, as may be ascertained, from the Security Deposit.
- 13. The caterer shall not serve outside cooked food in the mess, unless otherwise agreed by the Medical College under certain circumstances.
- 14. When circumstances warrant Caterer should cater for more number of students at very short notice. Similarly, fluctuations in strength have to be accommodated, for which he should keep in close liaison with hostel warden and prepare food accordingly.
- 15. Authenticated certificates, testimonials and proof of experience should be produced along with the tender.

Experience:

- (a) The bidder should have Minimum 3 consecutive years' experience of running mess in two different Govt. Medical college or Engineering College with not less than 300 students, during the past 5 years.
- (b) The bidder should have a minimum of one currently running mess in a Govt Medical College/Engineering College
- (c) Should submit the agreement copy of mess services provided along with experience certificate.

- 16. The caterer shall not assign, sublet or part with the possession of the premises and properties of the Medical College and hospital therein or any part thereof under any circumstances.
- 17. The Caterer shall vacate the premises and hand over the all fixtures, furniture etc. which are Medical College property in good condition on the termination of the contract.
- 18. The caterer shall not make or permit any construction or structural alteration or additional fittings inside the premises or the work place.
- 19. The Medical College will not provide any advance payment and the bill for catering service will be settled with the students directly. Bill has to be provided for each and every student separately.
- 20. The successful bidder shall deposit **3,00,000/- (Rupees Three Lac)** as Performance Guarantee/Security Deposit (Non-interest bearing) which shall be refunded after the expiry of the agreement after adjusting applicable deductions, if any.
- 21. The caterer will submit two or three brands (Agmark / ISI) for each item and the Quality Control Committee will select the appropriate brands for cooking.
- 22. Staff strength in each category of cooks, helpers should be optimum and finalized in consultation with MQCC. Female staff have to be placed in the ladies Hostel mess premises. Minimum number of service personnel as required should alone be in the dining hall.
- 23. Employment of child labour (below the age of 18) is totally prohibited. It is the responsibility of the Caterer to comply with all formalities of labour laws including obtaining necessary labour license.
- 24. Necessary Permission in writing should be obtained by the caterer for overnight stay of its employees in the campus other than the permissible strength, which will be decided by Quality Control Committee.
- 25. The Mess staff shall be issued with Identity Cards bearing photographs and provided with sufficient sets of Uniforms, disposable gloves and pair of shoes by the contractor so that they wear them at all times and maintain them properly. Washing of cloths in the college premises is not allowed.
- 26. The Caterer shall be responsible for the proper conduct and behavior of the employees engaged. The employees cannot reside in the place of work except to the extent necessary for their duty in respect of the functioning of the Mess.

- 27. Smoking and consumption/distribution of Alcohol is strictly prohibited.
- 28. The Caterer should ensure that all the employees are free from communicable diseases. Medical Certificates to this effect should be made available for inspection by the authorities. Medical Examination of employees of the Mess will be done periodically by the SLBS govt. Medical College.
- 29. The service provider will be fully responsible for the disposal of garbage at his own level.
- 30. The Contractor must possess the requisite valid trade license issued by the Competent Authority for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to employment of persons under him. Suitable documentary evidence in this regard should be submitted along with the tender documents. Bids not complying with this condition will be summarily rejected.
- 31. The Contractor will obtain and submit the license under Food Safety and Standards Act, 2006 for running the Mess within 21 days of award of work or commencement of work, whichever is earlier to Medical College Nerchowk.

The Successful Bidder shall execute an agreement on Rs.100/-(Rs. One Hundred Only) Stamp Paper with the SLBS Govt. Medical College & Hospital Mandi At Nerchowk Distt. Mandi Himachal Pradesh-175008 within one week from the date of award of tender.

- 32. All statutory payments related to the engagement of the employees like PF, ESI etc shall be made by the caterer. Proof for remittance of salary shall be provided to the College Authorities when demanded.
- 33. The Caterer is solely responsible for the payment of minimum wages for their employees as per the Central minimum wages Act and deductions towards P.F., E.S.I, Goods and Service Tax etc. The record of duty hours and pay structure should be maintained as per rules for inspection by the Competent Authority of Medical college Nerchowk, for meeting other statutory and non statutory benefits/obligations. The Contractor shall be responsible for timely payment of wages to his employees.
- 34. The period of contract for running of Mess shall be initially for (02) Two Years from the date of award of the contract, which can be extended further on yearly basis on satisfactory service report Maximum period cannot exceed five years except by special permission from the Govt. To accord the extension will not be binding on the Govt. / Additional Director (Admn.), SLBSGMCH Nerchowk. If the service provider wants to discontinue the service, he will have to give at least three months notice in advance and he will not discontinue the services abruptly.

- 35. Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence there of shall be entertained whatsoever.
- 36. Price bid of only those Service Providers/Contractors shall be opened who are found eligible at the pre-qualification stage
- 37. The contractor shall not appoint any sub-contractor to carry out his contract. The employees engaged by the Contractor shall for all purpose be considered as the employee of the Contractor.
- 38. All the members of the MQCC shall have the right to Visit the Hostel and the Mess at any time and if required, to taste the food.
- 39. Pest control shall be managed by the contractor **every 03 months** to whom the contract will be awarded.
- 40. The penalty shall be deposited with this institution in a period of 7 days. If the penalty is not deposited in the scheduled period interest for late depositing shall be charged @ 3% per month.
- 41. The Additional Director (Admn.) reserves the right to review and modify the terms and conditions after the award of contract.
- 42. The items of food served will be checked by the Members of the MQCC. In case of dispute on quality between caterer and the MQCC, the Additional Director (Admn.) of SLBS Govt. Medical College & Hospital Mandi at Nerchowk Distt. Mandi Himachal Pradesh will be the sole arbitrator and his/her decision shall be final and binding on both the parties.
- 43. Any other relevant matter for better functioning of mess will be included at a later date.
- 44. The decision of the Additional Director (Admn.), Medical College is final in awarding the contract.
- 45. If the services of contractor are found un-satisfactory at any stage/ time, the Mess will have to be vacated by the contractor after one month of notice.
- 46. The Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 47. The Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Note: Standard Operating Procedures (SOP's) for the Student Mess as per (Annexure-D) attached.

PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in Part-C will attract penalty. For not adhering to contractual conditions, Additional Director (Admn.) SLBS Govt. medical college & Hospital Mandi at Nerchowk Distt. Mandi Himachal Pradesh-175008 shall be free to impose monetary fine as deemed fit on the caterer. Fines imposed shall be adjusted against payment due to the caterer / security deposit of the caterer.

- a. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. 2,000/- for each occasion will be imposed.
- b. If other than Basmati rice is used for preparation of food items, a penalty of Rs. 2,000/- for each occasion will be imposed.
- c. Oil once used should not be reused. If reuse of oil is noticed, penalty of Rs. 1,000/- for each occasion would be levied.
- d. Items like Aji-no-moto, coloring agents etc which are banned should not be used. If any banned items are found in the kitchen premises, penalty of Rs. 2,000/- for each occasion will be imposed.
- e. Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 1,000/- for each occasion will be imposed.
- f. If there is any deviation in the approved Menu as per Part A, a fine of Rs. 2,000/- for each occasion will be imposed.
- g. If more than 50% of students complain regarding bad quality of food in writing directed to the Wardens, penalty of Rs. 2000/- to be levied and will be adjusted from the mess charges.
- h. For damages caused by the Caterer to the kitchen Premises, Tables, Chairs, Electricity, Water & sanitary fittings other items supplied by the Additional Director (Admn.) SLBS Govt. medical college & Hospital Mandi at Nerchowk Distt. Mandi Himachal Pradesh-175008, value of the damage as determined by the competent authority will be recovered from the caterer.

The authority nominated by the Additional Director (Admn.) SLBS Govt. medical college & Hospital Mandi at Nerchowk Distt. Mandi Himachal Pradesh-175008 shall be the competent Authority with regard to imposition of penalty.

Rent of Building (i.e mess of GIRLS Hostel)

- 1. Renting out of the said property will be Rs. 10,000/-(Rupees Ten Thousand) per month fixed.
- 2. **ELECTRICITY AND WATER CHARGES** The electricity charges for the Mess/ allotted space of the Medical College will be borne by the firm / contractor shall be paid **@ Rs. 7,600/- (Rupees Seven thousand Six hundred only)** per month for **MBBS STUDENS (GIRLS)** Mess. Water will be used in a very economical manner for cleaning purpose only. If at any time it is found that the electricity or water is being misused by the contractor or his staff, then strict action will be taken by the administration against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor

SITE VISIT

Any site information / schedule of works given in this tender document are for guidance only. The Bidder/Contractor is advised to visit and examine the site of Works and its surroundings on **dated 12 October 2023 at 03:00PM** at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Bidder/Contractor shall be deemed to have inspected the site and its surroundings before hand and taken into account all relevant factors pertaining to the site in the preparation and submission of the Tender.

Amendments to TE documents

- a. At any time prior to the deadline for submission of tenders, the tenderer may, for any reason as deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. All such amendment will be notified only on the website https://www.hptenders.gov.in. No amendments or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.
- b. In order to provide reasonable time to the prospective Service Provider/Contractor to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

Clarification of TE documents

A Service Provider/Contractor requiring any clarification on any issue of the TE documents may take up the same with the purchaser in writing on e-mail ID: prslbsgmchmandi@gmail.com. The purchaser will respond in writing through e-mail only to such request provided the same is received by the purchaser not later than seven days (unless otherwise specified in the NIT) prior to the prescribed Last date & time for submission of tender.

INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT

The tender document and other instructions can be downloaded or viewed from the portal https://hptenders.gov.in and tender fee (nonrefundable) as mentioned in the tender form shall have to be deposited in the shape of demand draft favoring of the Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The Earnest Money Deposit in the shape of Fixed Deposit Receipt duly pledged in favour of the Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP (Minimum for a period of Six Months) or Demand Draft along with tender fee should be submitted in an envelope and the same should be reached in the office of Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP-175008. The envelope should be superscripted "Tender of Mess Services to MBBS Students (GIRLS) Hostel to be opened on 18/10/2023 at 03:00 PM" The Name of the Bidder, complete Postal Address and Mobile No. must be mentioned on the left hand side corner of the envelope.EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/documents furnished in its tender is incorrect or false.

AMENDMENT TO TENDER DOCUMENTS

Any amendment/modifications made by Tender Inviting Authority will be on website, https://www.hptenders.gov.in and will be binding on the Service Provider/Contractor (bidder).

Instructions for e-bidding

The Service Provider/Contractor (bidders) should register on website https://hptenders.gov.in and obtain User-ID and Password before tendering. In case of any problem; bidders may contact office of the **Additional Director (Admn.), SLBSGMCH Mandi at Ner Chowk, District Mandi, HP.** Entire tender process will be carried out on-line through above mentioned website. Service Provider/Contractor (bidders) are advised to procure e-Token / Digital Signing Certificate from suitable vendors or from any authorized agency. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid. The process for e-tendering can be observed/practiced on demonstration websitehttps://demoeproc.nic.in.

Service Providers/Contractors (bidders) are advised to check / see website https://hptenders.gov.in regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.

The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Service Provider/Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time affixed for the original date for this purpose. The undersigned reserves the right to accept or reject any orall tenders in part or whole without assigning any reason, what so ever.

THE e-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

- 1. **Pre-qualification/ Eligibility Bid/Technical Bid:** The Service Provider/Contractor shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in .pdf format with 100 dpi with black and white option. The scanned documents should be clear and legible.
- 2. **Financial Bid/Price Bid/BOQ:** It shall contain BOQ uploaded in .xls format which will be available for Service Provider/Contractor (bidders) on website https://hptenders.gov.in. The BOQ will be opened only of those Service Provider/Contractor (bidders) who qualify Pre qualification/Eligibility Bid/Technical Bid criteria. BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

Proposal evaluation

The Proposals will be evaluated in the following 3 steps;

Step-1: The Tender Committee will evaluate the Proposal based on the Compliance of prescribed 'Eligibility Criteria 'and supporting details/documents for required licenses/certificates. Failure to furnish requisite documents as per eligibility criteria and EMD along with proposal will result in proposal getting rejected.

Step-2: Technical Evaluation (Marking System): Proposals shall be evaluated on the basis of their responsiveness to the Request For Proposal terms, applying the specified evaluation criteria and point system. During the Final evaluation stage, each Applicant shall be assigned different marks out of a total of 50 marks, as per the evaluation criteria specified as below:

S.No.	Criteria	Division of Marks	Max. Marks
1.	Experience in running and managing canteen/ mess services		20
a)	Experience of 03 Years.	5	
b)	Experience for each consecutive completed years after 03 Years.	01 Per Year (Maximum-15)	
2.	Average annual Turnover		15
	Above 20 Crore	15	
	10 Crore to≤ 20 Crore	12	
	5 croreto <10 crore	10	
3.	Ongoing Mess contract in a Govt. College(Medical/Engineering with 300 or more students.		10
a)	02- Contract	5	
b)	03- Contract or more	10	
4.	ISO Certification of last 06 months.	5	5
		Total Marks	50

The bidders who score a total of 20marks out of 50 marks as stated hereinabove shall be qualified and shall be included in the shortlist for opening and evaluation of their financial proposal (Price bid).

GENERAL CONDITIONS AFTER AWARD OF CONTRACT

- 1. The tenderer should assess the volume of business by himself. No minimum business guarantee will be furnished to the Contractor during the contract period.
- 2. The Pre-qualification / eligibility (Technical Bid) bid will be opened on **18/10/2023** at 03.00 PM by a Tender Opening-cum-Evaluation Committee in the presence of tenderers or their authorized representatives who wish to be present. Date of opening of Financial Bid will be intimated later. Financial Bid of only technically qualified firms will be opened.
- 3. The decision of the Additional Director (Admn.), in this regard, shall be final and no requests etc. will be entertained from the bidders.
- 4. In case date fixed above is declared as Government holiday, the tender will be opened on the next working day at the same time and venue.
- 5. Tenders not conforming to the essential requirements, as per all the terms & conditions of the tender form and as per the Check List (Annexure-5) of the Tender Form will be rejected and no correspondence thereof shall be entertained whatsoever.
- 6. Price bid of only those tenderers shall be opened who are found qualified at the pre Qualification stage after scrutiny of the Pre-Qualification bids /technical bids. Time & Date for opening of Price Bid shall be fixed and intimated to the tenderers qualifying in Pre-Qualification bid.
- 7. The tenderers are advised to visit the Institution premises / space to assess the scope of business before submitting their tender application.
- 8. Bids submitted must be unconditional and no communication will be made till the finalization.
- **9.** Late and delayed tenders will not be accepted and the office of the undersigned shall not be responsible for any delay caused for the receipt or submission of tenders.
- 10. The tender of the person/ firm(s) who have been black listed by the State Govt. or Govt. of India shall not be entertained or accepted in any manner and may be rejected at any stage before or after opening of the bids and the contract, if any awarded may also be cancelled at any time without any notice to the contractor.

- 11. Bidder submitting a tender would be presumed to have considered and accepted all the terms and conditions of the tender form and Annexure annexed thereto. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender conditions.
- 12. Any Act on the part of the tenderer to influence anybody in the institution shall be liable for rejection of Tender without assigning any reasons for the same.
- 13. Tender Inviting Authority (Additional Director (Admn.) reserve the right to accept or reject any or all the tenders without assigning any reason thereof.
- 14. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
- 15. If during the preliminary examination, the purchaser find any minor informality or irregularity or non-conformity in a tender, the Institution Administration may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by email etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point on issue in clear terms, that tender will be liable to be ignored.
- 16. The Tender Inviting Authority on the recommendations of the tender opening-cum-Evaluation Committee reserves the right to accept the price bid of the accepted Lowest (L-1) bidder as such or to call such bidder/ tenderer for further negotiation in the price bid / offer. Tender inviting authority reserves the right not to accept any tender / bid.

AWARD OF CONTRACT

Award of contract will be issued to the Lowest (L-1) Bidder. If due to any reason L-1 bidder is unable to deposit due performance security or execute the agreement within stipulated time after depositing the performance security then that bidder will be rejected & its EMD will be forfeited and L-2 bidder may be called for the negotiation and if L-2 bidder agrees to work on the rates quoted by rejected L-1 bidder then contract may be awarded to L-2 Bidder.

PERIOD OF CONTRACT

The period of contract for running of General Mess shall be initially for Two year from the date of award of the contract. The contract agreement may be extended on satisfactory performance basis only on year-to-year basis on mutual consent basis maximum up to five years. If the service provider wants to discontinue the service, he will have to give at least three months notice in advance and he will not discontinue the services abruptly.

TERMS & CONDITIONS FOR FILLING UP OF TENDER FORM

- 1. All pages of the Tender Document must be signed and uploaded online by the tenderer or his/her authorized signatory as token of having accepted all the Terms and Conditions of this Tender.
- 2. The name and address of the tenderer shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing.
- 3. The Tenderer (Bidder) must write the name & complete postal address of the bidding firm on the reverse side of the FDRs/DDs submitted with the tender as Earnest Money Deposit / Cost of Tender.
- 4. Before submitting the tender, details of documents to be attached/uploaded may be verified from the **Check List given in Annexure-1** of the Tender Document. Tenders received without proper documents, including demand draft towards cost of tender document and FDR towards Earnest Money Deposit shall be summarily rejected.
- 5. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise the Tender is liable to be rejected.

REFUND OR FORFEITURE OF EARNEST MONEY DEPOSIT

Earnest Money Deposit of the unsuccessful bidders will be refunded within one month from the date of finalization of tenders. Earnest Money Deposit of the successful bidder shall be forfeited if the contractor does not fulfill any of the following conditions:-

- a. if an agreement is not signed in the prescribed form within seven days of the receipt of the Letter of Award of Contract;
- b. If the Contractor does not commence services within seven days from the date of signing the agreement for commencement of services.

- c. If any loss is caused to the institutional property. Any such recovery can also be made from the contractor as decided by the Tender Inviting Authority & no correspondence in this regard will be entertained.
- d. If the contractor fails to obtain necessary certifications / registrations to carry out activity in the said premises within one month from the receipt of letter of award of contract.

PERFORMANCE SECURITY

The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within Fifteen (15) days from the date of award of this tender in his favour and also required to furnish the Security Deposit amounting to Rs. 3 lac (Rupees Three Lac) only in the form of FD/BG/TD/CD for three months extra of the contract period from any Nationalized / Schedule bank duly pledged in favour of Additional Director (Admn.), SLBS Govt. Medical College Mandi at Nerchowk & payable at Nerchowk only. The EMD deposited by successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by SLBS Govt. Medical College Mandi at Nerchowk.

ELECTRICITY AND WATER CHARGES

The electricity charges for the Mess/ allotted space of the Medical College will be borne by the firm / contractor shall be paid @ Rs. 7600/-per month for MBBS STUDENTS (GIRLS) Mess. Water will be used in a very economical manner for cleaning purpose only. If at any time it is found that the electricity or water is being misused by the contractor or his staff, then strict action will be taken by the administration against the contractor including imposition of penalty as may deem fit which if not paid in time shall be deducted from the performance security deposit money of the contractor. The contractor shall not use any extra power point / extension in the mess.

WORK MANAGEMENT

The Contractor shall engage adequate number of trained/semi-1. trained staff in the Mess/ campus of Institution and for managing the work during working hours & late hours or on Sundays or holidays according to the requirement of hospital. But in such a case he shall be fully responsible for their wages conduct, behavior Security, Safety employment benefits etc. as per Contract Labor Act or other relevant laws. The age of the staff provided by the contractor in the Mess should be between **18 to 65 years**. If employed, all the workers appointed in Mess will have to be medically examined by the contractor initially at the time of appointment and at the interval of every 12 months. The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Therefore, only medically fit personnel shall be allowed to work in the mess. The antecedents of the staff employed in Mess shall have to be got verified by the contractor immediately from the Police Department. Every staff so appointed by the contractor shall wear the Uniform according to seasons i.e. summer uniform in summer and winter uniform in winter season and a badge bearing his name and designation, while on duty. The said uniform and badge or name plate shall be provided by the contractor at his own cost. The uniform and shoes worn by the staff should always be neat and clean and well maintained. The Contractor shall ensure proper discipline among his/her workers, if any appointed and shall further ensure that they do not indulge in any unlawful activity. The workers, if any, must refrain from smoking in the hospital premises. All staff workers should have courteous and helpful nature while giving services in the Mess to the officers, attendants and visitors. They should take proper care of their instruments, and promote safety by reporting any dangerous situations observed by them if any from time to time. If any personnel engaged by the contractor is found indulged or indulging in illegal and intolerable activities, he/ she shall be handed over to the police by lodging an FIR in the matter immediately and any other administrative action as deem fit shall also be taken including action against the contractor including termination of the contract with immediate effect. The Contractor shall ensure that either he/she himself/ herself or his/ her representative is available for proper administration supervision of the services at all times so that the works are to the entire satisfaction of the Institute. The workers, if any are employed by the Contractor shall be directly under the supervision, control and employment of the Contractor and they shall have no connection whatso-ever with the Institution Administration and the Department shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against the Institution Administration for employment or regularization of their services by virtue of being employed by the Contractor, against any temporary or permanent posts. The Contractor shall be personally responsible for conduct and behavior of his staff and any loss or damage to Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. The Hospital Administration or any authority associated to it, will not be responsible for any injury or loss of life of personnel, if any, employed by the contractor, which may take place in course of their employment. If it is found that the conduct or efficiency of any person or staff member employed by the Contractor is not satisfactory, the Contractor shall have to remove the concerned person and engage a new person within 48 hours of the intimation given by the Administration. The Administration shall have the right to ask the contractor for the removal of any worker or staff member of the contractor whose services are not found satisfactory or who is not found to be competent in the discharge of his duty. The decision of the Administration in this regard will be binding on the Contractor.

- 2. If any workers are appointed in the Mess by the contractor, then the Contractor shall him/ herself be responsible for timely payment of wages to his/her workers. It shall be the responsibility of the contractor to pay minimum wages revised from time to time by the Himachal Pradesh as per minimum Wages Act to the labourers, workers or servants employed by him in the Mess and to fulfill all other statutory obligations, such as, Employees Provident Fund, ESI, Leave etc. in force from time to time. The Contractor shall also abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition) Act 1970, EPF & MP Act 1952 and any other law if applicable in regard to the labour engaged by him for works. The contractor shall be himself/herself responsible for his /her registration under the Contract Labor Act, EPF Act, etc. if required under the provisions of any Act/law of Govt. In the case of strike or agitation by any or all of his workers or staff members, the contractor shall be responsible to make alternate arrangement for providing the said services. The contractor or his authorized representative shall always work under overall supervision and direction of the concerned Institution Administration.
- 3. Employment of child labour is strictly prohibited under the laws. Therefore, the Contractor will not employ any child for food preparation & services in the Student Mess/Institute or elsewhere.
- 4. All the terms and conditions mentioned in the tender form shall be considered as a part of the contract agreement to be executed by the contractor with the tender accepting authority.
- 5. The contractor shall not use the name of Institute in the business dealings with other persons or traders with whom he may have business relations for procuring various articles for the shop.

- 6. The SLBSGMC&H Administration shall not be responsible for the liabilities of contractor if any whatsoever incurred by the contractor for running and maintaining of the Mess services.
- 7. The Contractor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around shop/place and surrounding etc.
- 8. In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the hospital by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good and compensate such claims or damages to the Institute. As a result of the acts of the Contractor, if the hospital is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the concerned Institution Administration otherwise the concerned Institution Administration reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Performance Security Deposit of the Contractor lying with the tender accepting authority. The Contractor shall not appoint any sub-contractor to carry out his duties/obligations under the contract.
- 9. Any dues against the customers will be at the risk of the contractor and the Government/ Institution authorities will not be responsible in any case.
- 10. The contractor will have to present himself before the SLBSGMCH authorities as and when required for instructions & guidelines etc.

PAYMENT OF RENT

- 1. Rent will be paid by the contractor on monthly basis, in advance, by $10^{\rm th}$ of every month. Payment may be received through RTGS/NEFT or through Cheques issued in favour of Medical Supdt.-cum-Member Secretary, EC, RKS, SLBSGMC&H, Mandi at Ner Chowk. Any breach may attract the provision of forfeiture of part or full amount of Performance Security.
- 2. If successful bidder fails to deposit the performance security within 15 days, the contract will be awarded to the next bidder.

EXPIRY OR TERMINATION OF THE CONTRACT

- 1. The Additional Director (Admn.) on the report/recommendation of a Committee duly constituted for the purpose or the Administration of the Institute, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.
- 2. The contractor will vacate the Mess and hand over the possession of the premises on the termination or expiry of this contract. If the contract is terminated due to any reason under the orders of the Department, as per HP Govt. conditions then contractor will have to vacate the Mess within 24 hours after receiving the notice thereof. If contractor fails to vacate the shop/ premises on stipulated date & time as per the given direction then damage charges for the over stay at the rate of Rs.1000/- per day will be recovered from the performance security deposit money. If security deposit is insufficient to recover damage charges then the same will be recovered through the court of law.
- 3. If the Contract is terminated by the Contractor at its own discretion or fails to observe the terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority/ concerned institution Administration, the Security Deposit will be forfeited without prejudice to the Department's or Institution Management's right to proceed further against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.
- 4. On expiry or termination of the contract, the Contractor will hand over premises in good condition, back to the Institute. If the service provider wants to discontinue the service he will have to give at least three month notice in advance and he will not discontinue the services abruptly. If required, even after the expiry of contract period the service provider will have to continue services till finalization of new tender at the same terms and conditions.
- 5. The Tender inviting authority reserves the right to accept or reject the tender or cancel the tender without assigning any reason.

JURISDICTION

Dispute, if any, arising out of the said contract, shall be settled on priority basis by mutual discussion in the office of the Additional Director (Admn.) and outcome of the same will be binding on both the parties to contract and in appeal the dispute shall be decided by the Additional Director (Admn.) within time bond manner. He shall further issue any dispute direction in this subject matter. The Hon'ble High Courts Shimla at Himachal Pradesh shall only have the jurisdiction over the same.

Additional Director (Admn.)
SLBSGMCH Mandi

I hereby certify that I have read carefully all the terms & conditions of the Tender document and agree to comply with all of them in case of acceptance & approval of my/our tender for Providing Mess services at SLBSGMCH Mandi at Nerchowk."

(Signature of tenderer) with Address or stamp

Part-A

नाश्ता (असीमित)

सोमबार	मिक्स परांठा + मखन+ चाय +आचार
मंगलवार	इडली + साम्भर + चटनी +चाय
बुधवार	काले चने +चपाती +चाय
गुरुवार	पोहा +फ्राइड राइस + चाय
शुक्रवार	पाव भाजी +चाय/मिल्क + फ्रूट
शनिवार	आलू /पनीर परांठा + कर्ड /चाय +आचार
रविवार	छोले भठूरे +चाय

दिन का खाना

सोमबार	राजमह +मिक्स सब्जी +जीरा राइस + रेता+ रोटी
मंगलवार	रोंगी दाल + आलू गोबी + बूंदी रायता +राइस + रोटी
बुधवार	सफ़ेद चने +सब्जी+ आलू रायता +राइस + रोटी
गुरुवार	साम्भर +मिक्स्ड दाल + रायता +रोटी +राइस
शुक्रवार	काले चने+ सब्जी +रायता +राइस + रोटी
शनिवार	महा राजमह + आलून्यूट्री + पाइनएप्पल रायता +राइस +चपाती
रविवार	कड़ी चाबल+सेपू बड़ी + राइस + रोटी

रात का खाना

सोमबार	मुंग दाल +सब्जी +राइस +रोटी +सलाद
मंगलवार	माह दाल + सब्जी + राइस +रोटी +सलाद
बुधवार	चना दल +सब्जी+ राइस + रोटी +सलाद + अंडा/आमलेट
गुरुवार	साही पनीर/ मटर पनीर +अहर दाल +रोटी +राइस+ सलाद ₊ स्वीट डिस
शुक्रवार	मंचूरियन + फ्राइड राइस +सब्जी +रोटी +राइस+ सलाद
शनिवार	बेज बरयानी+रायता /दहीं
रविवार	कढ़ाई पनीर + आलू मटर/ पीली दाल +राइस +रोटी +स्वीट डिस

OTHER CLAUSES

- 1. Days on which the items to be served will be decided by the Mess Quality Control Committee.
- 2. The same vegetable/sambar preparations should not be repeated within 3 days period.
- 3. The leftover food should not be served for the next meals.
- 4. Any other items as suggested by Mess Quality Control Committee.
- 5. The Menu items should be strictly adhered. If some vegetables are not available in a particular season, alternate vegetable/fruits/dish should be provided.
- 6. Special items: Limited Quantity

Eggs: 2 eggs /person

##Paneer: 50-75 gm /person

BOQ Sample (to be submitted online @ the https://www.hptenders.gov.in.)

PART - B

Caterer should provide rates in the following pattern:-

Description	Rate per day per student	Remarks
Supply of Unlimited	Rs/- (Inclusive	
Breakfast, Lunch and	of all Taxes and levies)	
Dinner as per the		
menu under Part-A		

Note:-

- 1. The above rates will be all inclusive rate which he will charge from each student.
- 2. Payment made through UPI/ Net banking/anyother online mode should be accepted without any additional charges/taxes to the student

Signature of the Caterer/Contractor.

(Annexure- A)

TENDER FOR SUPPLY FOR PROVIDING MESSSERVICES TO PUBLIC HOSPITAL.

(Please give full information in writing wherever necessary or applicable in the columns and also mention page number of the enclosures where applicable)

1.	Closing Date & Time of tender		Affix duly self	
2.	Opening date & Time of tender Attested Passport size Recent photograph			
3.	Name of Institute for which			
4.	Name & Address of tendered/	Firm/ Agency and Telepho	one No	
5.	Name Designation	Address and		
	Telephone No. of Authorized Firm/Agency to deal with tender authorization letter attached or no	Whether attested copy		
	License No. Issued underValidity Period and FSSAI 2006.	the Food A	Adulteration	
7.	Permanent account Number			
8.	Cost of Tender Document Rs. 2000/-			
	a. Amount: Rsb. Draft No:c. Date of issue:d. Name of the issuing Bank:	_		
9.	Details of earnest money depo	sited		
<	 a. Amount: RsRs(in w b. FDR No: c. Date of issue: d. Name of the issuing author e. Validity period, if any 	ity:		
10.	Other information, if any			
11.	Declaration by the contractor:			
have i	is to certify that I / We read carefully and fully understoonstructions contained herein and by the said terms and conditions.	d all the terms and condi	tions	
		(Signature of Tenderer)		
Dated		Name & Address with Con	tact	

(Annexure-B)

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on judicial stamp paper of Rs. 10/-should be attested

By Notary Public of the area)

To

The Additional Director (Admn.), SLBSGMC&H Mandi at Ner Chowk. Distt. Mandi Himachal Pradesh-175008

- I, the undersigned, hereby certify that I have gone through all the terms and conditions mentioned in the tender document for running of hospital Messand I undertake to comply with them. I, the undersigned, hereby solemnly declare and undertake as under:
 - 1. That the Price Bid amount quoted by me in the Tender is valid and binding upon me for the entire period of the contract.
 - 2. That I find myself to the Additional Director (Admn.) and the Institution Administration for providing the Mess at SLBSGMC&H Mandi at Ner Chowk, Distt. Mandi, HP for the entire period of the contract.
 - 3. That the Performance security money deposited by me shall remain in the custody of the administration till the expiry of the contract.
 - 4. That the conditions herein contained and contained in the tender form shall form part of and shall be taken as included in the contract agreement itself.
 - 5. That I will be wholly responsible for providing satisfactory Mess services at SLBSGMC&H Mandi at Ner Chowk, Distt. Mandi as per the terms & conditions mentioned in the tender form.
 - 6. That in case any workers are employed by me in the Mess or elsewhere, I shall be responsible to provide all benefits as applicable under the rules and Laws such as Minimum wages to the workers, E.P.F. Bonus, ESI, and Leave etc. to the eligible employees employed by me.

- 7. That **I shall abide by the provisions of Minimum Wages act 1948** and Contract Labour Act 1970 and other Labour laws applicable from time to time, in case any workers are appointed by me for the running the Mess.
- 8. That damage to the property if any, due to lapse on my part or on the part of my staff may be recovered from my performance security deposit or me.
- 9. That lapse if any occur on my part or on the part of my staff while discharging the duties for providing services, the Additional Director (Admn.) may cancel my contract and award the work to another agency and the loss or the cost difference may be recovered from me and can forfeit the performance security deposit money. Complete detailed of duly verified of performance security.
- 10. That the decision of the Administration will be binding upon me in any matter.
- 11. I will never try to terminate the contract without one-month prior notice.

(Signature of the Tenderer with Stamp)

TENDER FOR SUPPLY FOR PROVIDING MESSIN THE SLBS SLBSGOVT.MEDICAL COLLEGE & HOSPITALMANDI AT NERCHOWK HP (FORM OF CONTRACT)

(AGREEMENT to be signed on a non-judicial stamp paper of Rs.100/-)

This contract agreement is made on the day
2023 between the Additional Director (Admn.),
SLBSGMC&H, Ner Chowk hereinafter called 'the Employer on the
one part and (Name & Address of contractor) here in after
called "the Contractor" on the other part, under which the contractor
shall provide Mess to the staff, attendants, patients, visitors in
SLBSGMCH, HP as per the terms and conditions of the tender and
this contract agreement during the entire period of contract from
w.e.f to

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.
- 2. The following documents shall be deemed to be read thoroughly and form a part of this Agreement, viz:
 - (a) Letter of acceptance for award of contract
 - (b) Terms and Conditions of the Tender Form
 - (c) Notice inviting Tender
 - (d) Price Bid of Tender.
 - (e) Addendums, if any
 - (f) Any other documents forming part of the contract.
 - 1) The contractor hereby agrees to provide Mess with related approved items to the staff, attendant's patients, visitors in the campus of _ _ _ _ _ , Distt... HP during the period of contract as per terms & conditions of tender document
 - 2) The contractor hereby also agrees to pay the employer/Government in consideration of the damage or loss or penalty of any kind, the amount as per the terms & conditions of the tender form or as per the decision of the concerned SLBSGMCH Administration.

3) The Employer hereby agrees to hand over the premises of Mess of concerned hospital to the contractor (only if exists as per tender form) for the period of contract for providing the Mess services as per the terms & conditions of the tender form.

Additional Director (Admn.), SLBSGMC&H Mandi at Ner Chowk

SIGNED, SEAL AND DELIVERED			
	Name on behalf of the Employer in the presence of		

1. SIGNATURE: 1.

SIGNATURE

NAME: NAME: DATE:

DESIGNATION:
TELEPHONE NO:
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE: 2.

SIGNATURE SIGNATURENAME: NAME: **DATE**:

DESIGNATION: DESIGNATION: TELEPHONE NO: TELEPHONE NO:

Note:- To be made out by the employer at the time of finalization of the form of agreement. ++ Name of the hospital to be filled for which the tender has been accepted.

Annexure-D

Standard Operating Procedures (SOP's) of the Mess for the MBBS Students Residing in Halls of Residence (Hostels)

The rules and regulations for management of Mess have been framed for the smooth functioning of it. All the hostel residents are required to cooperate with mess committee members for their efficient enforcement. The Medical College reserves the right to revise the rules and regulations from time to time and will keep the hostel residents informed of any changes in the form of notices on the hostel notice board. Ignorance of rules will not be accepted as an excuse. The sole aim of the Medical College to frame these SOP is to provide all the facilities to the hostellers, both in the hostel and the mess; and creation of an environment conducive for study and peaceful stays.

- 1. There will be a mess attached to each hostel or a group of hostels or each hostel will have a mess attached to it. The mess will be managed by the Mess Committee with the assistance of the hostel administration. It will be run by a contractor/vendor on the terms and conditions as prescribed in the tender documents.
- 2. All bonofide students of the Medical College who have been allotted seats in the Medical College hostels will compulsorily be the members of their respective hostel Mess. Should there be any hostel without messing arrangements (either permanently or temporarily), Warden(s) will arrangefor its residents to be allowed to join the mess of another hostel.
- 3. Joining of the mess is compulsory for the hostellers and they will be charged for all the meals, whether they actually take or not unless they are allowed mess rebate as per mess rebate rules.
- 4. The Hostel is meant for both boarding and lodging. No one is permitted to use either of them (boarding or lodging). Once a student is admitted to /joins the Hostel he/she is deemed to become a member of the respective Hostel Mess until he/she officially vacates the Hostel. The mess arrangement of the hostel is compulsory for all the inmates without any exception i.e., no student is allowed to stay in the hostel without being a member of respective mess.
- 5. Students will be deemed to be the member of mess from the date of joining of hostel, which should be within 10 days of commencement of classes as per Academic Calendar, after any semester vacation till last day of respective semester and will be charged accordingly.
- 6. During vacation if the strength of the boarder falls below certain strength the College reserves the right to stop the mess services temporarily. For those who are permitted (in writing) to stay in the hostel during vacation period the charges will be as per arrangements, if the mess functions.

- 7. The hostellers shall have to deposit the mess charges in advance for a period of 06 months before 15th of January and 15th of July of the each calendar year. In case of any default a fine of Rs. 100/- per day will be charged and admission card for coming Professional exam will be withheld till payment of all mess dues and the fine imposed.
- 8. The payment of mess charges to the contactor shall be paid on monthly basis after submitting the concerned mess bill duly verified from the respective warden of the Hostel.
- 9. The advance payment of mess will be obtained from the students by the concerned Wardens with the assistance of Hostel Manager and shall be deposited in the Bank account of Chief Warden Hostel. They will maintain the record and verify the bills as per SOP submitted by the contractor.
- 10. Refund at the end of every six months, if any, shall be carried forward to the next six months.
- 11. Hostel Mess Committee: The function of the Mess shall be supervised and carried out by the Hostel Mess Committee consisting of the following members:
 - (i) Mess Coordinator(s): one or more wardens.
 - (ii) Dietician.
 - (iii) Nominated Faculty members.
 - (iv) Students' Members.
 - (v) Any Member nominated by the authority.
- 12. The mess committee shall be responsible for ensuring smooth & timely operation of the mess and also verify the quality of food being served in the mess. The mess committee shall ensure that the proposed menu is strictly followed and any exception has to be approved by the mess committee.
- 13. Neither mess committee nor any other students have a right to stop food or any other mess facility to any of the hosteller. If any such act is found, such student shall be liable for disciplinary action.
- 14. At least one meeting is suppose to be convened by the mess committee with the contractor for necessary improvements and suggestions at least once in a month or as and when needed.
- 15. No student/mess committee member has any right to appoint or dispense with service of any staff member of the mess.
- 16. No hosteller other than student member of mess committee should interfere in the mess affair. If he /she have any grievance or suggestion, he/she should report to the mess committee. The mess committee may consider such grievance or suggestion as early as possible.

- 17. Menu will be displayed on the notice board. Changes can be made based on the discussion with vendor by mess committee, if mutually agreed.
- 18. Service in the mess shall be between scheduled hours only. The Mess timings are as follows and the students should strictly adhere to these timings:

(i) Breakfast : 7.00 AM to 09.00 AM (ii) Lunch : 12.00 PM to 2.30 PM (iii) Dinner : 7.30 PM to 9.30 PM

No food will be reserved for the late comers unless prior permission was granted by Mess coordinator on the recommendation of concerned HOD / concerned staff such as in case of any academic /sports events.

- 19. The self-service and self-system of disposable will be followed in all messes.
- 20. Each resident student will have to take the meal in the dining hall. The Mess Contractor will provide sick students admitted in hospital food. In no other case, students will be allowed to take the mess food outside the dining hall; doing so, would invite disciplinary action.
- 21. Except Mess committee members, other hostellers are forbidden to enter the kitchen. They should treat all the Mess workers with courtesy. Manhandling with any staff or using abusive language against them may cause the expulsion of the student from the hostel.
- 22. The boarders have to produce identity cards whenever the mess supervisor/vendor/security feels to identify them before taking food.
- 23. The student member of mess committee will act as representatives for the whole hostel and report to the warden about the quality of food & on the general cleanliness in and around the mess. They shall also bring to the notice about the quality of service given by the mess staff.
- 24. Boarders are not allowed to take the mess utensils out of the dining hall, failing which a fine of Rs.50/- per day will be imposed. However in case of emergency, boarders may be allowed to take utensils with the permission of the Warden/Mess coordinator but the boarder or her representative are also liable to pay the same fine, if utensils are not returned immediately.
- 25. Students are not permitted to cook any food in the mess or in their rooms.
- 26. Wasting food is a social crime. Paying mess bill does not entitle a dinner to waste food.

- 27. Shouting and sitting on the mess table is strictly prohibited, if anyone is found doing so he/she shall be fined depending on the severity of offence.
- 28. Outside food and Food packing is strictly prohibited.
- 29. Students should not bring any pet animals into the mess halls.
- 30. Mess food of an student is not transferable to any other student and students are not allowed to share food with their guests. Anyone found sharing food with one or more persons would be imposed a fine.
- 31. Impersonation i.e. eating for another student is prohibited and defaulter will be liable to disciplinary action.
- 32. Smoking, consumption of pan/gutka/alcohol/intoxicating substance, in hostel mess premises is strictly prohibited.
- 33. Strict discipline and decorum should be maintained in the Dining Hall.
- 34. No extra item is allowed to be prepared in the mess for any function without approval of mess committee.
- 35. The College reserves the right to change amend these rules from time to time keeping the students informed through general circulars displayed on the hostel notice boards.
- 36. Any breach of the above rules will render the student liable to fine or disciplinary action or both including expulsion from the hostel, removal from the College, etc.

MESS REBATE RULES:

- 1. Since the mess is attached to one or more hostels, rebate for not consuming meals while staying in the hostel is not allowed.
- 2. Students will be charged as per month basis.
- 3. A member is allowed full rebate during vacation period, as per academic calendar of the College.
- 4. When a student is required to leave the hostel for academic purpose, field/laboratory work, sports, cultural event sick leave or for an approved excursion; the mess off will be given to individual students when period of actual continuous absence from hostel is 5 or more than 05 days. This should be certified by the concerned Head of the Department and intimated to the Hostel Warden well in advance.
- 5. No student can claim mess rebate unless he/ she had applied for rebate in advance. It will be the sole responsibility of the student to apply for rebate in advance with supporting documents.

- 6. Mess rebate will not be granted with retrospective effect.
- 7. In case a student on rebate moves out of campus and cannot return in time for some valid reasons, he or she must inform the Mess Coordinator immediately by any means requesting extension of the mess rebate period. In such cases, extension may be granted by the Mess Coordinator, if satisfied of the genuineness of the case.
- 8. Not with standing anything contained in these rules, the Principal may, on the recommendations of the chief warden / warden and where it is expedient to do so, take appropriate decision on the Mess related issues not covered by these rules.

Payment of Mess Charges:

1. The Hostel Wardens (Girls & GIRLS) shall submit the case/matters relating to financial matter, such as levy of mess fine against defaulter students or any relief in mess fee/mess fine, which has already been imposed/likely to be imposed on any student, to the Principal through Chief Warden (Hostels) along with detail comments and suggestions.

Additional Director (Admn.) SLBSGMC&H Mandi at Nerchowk Distt. Mandi, Himachal Pradesh