

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073

GNCT OF DELHI
OFFICE OF THE MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR,
NEW DELHI – 73

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Name of Tender: - Canteen Services at RTRMH
Tender ref. No: RTRMH/III/15/CT/(7)/12-13/Pt-I

E-Tenders are invited under Two bid systems from registered agencies either by themselves or as a joint venture/consortium/partnership for running of canteen services at Rao Tula Ram Memorial Hospital, Jaffarpur New Delhi-73, for a period of one year (extendable for another one year on mutual agreement). A complete set of Tender Documents embodying terms and conditions will be available on Delhi Government website <https://govtprocurement.delhi.gov.in>.

The vendors interested in participating in e-tender should have registration on e-procurement portal of Delhi Govt. and class II b digital certificate/signatures. For registration on e-procurement site, vendors may contact e-procurement help desk at 6th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054.

Corrigendum in respect of this tender, if any, shall be uploaded only on the above mentioned website and shall not be advertised in the newspapers. All the prospective bidders are advised to keep themselves for such corrigendum.

Start Date & time of Issue of Tenders	06/09/2017
Date of pre bid meeting	19/09/2017 at 2:30 PM
Venue of pre bid meeting	Room No.36, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.
Bid Submission Start Date	21/09/2017 at 11: 00 AM
Last date and time to download tender document	04/10/2017 up to 11: 00 AM
Last date & time for submitting the online tender	04/10/2017 up to 2:00 PM
Last date/time for submission of Physical Form	04/10/2017 up to 2:00 PM
Date & time of opening of pre-qualification cum Technical bid	04/10/2017 up to 2:30 PM
Date & Time of opening of Price Bid	To be notified Later and can be seen on website

Note: In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

Rao Tula Ram Memorial Hospital, Jaffarpur is a 100 bedded secondary level multispecialty district hospital of South West District of Delhi. The average Out Patients attendance is about 2000 per day and with average footfall of 3500 per day. Its bed occupancy is about 70%. The hospital also runs round the clock Maternity and Casualty Services with average 340 patients per day. Besides this there is Mortuary Services.

The hospital is situated in the rural area of Najafgarh with lack of good quality Canteen in and around the hospital. The hospital shares its boundary with Navodaya Vidyalaya, Engineering College, Government Schools and Police Station. The canteen is situated right at the front of Main Gate of the hospital and is the only canteen for general public and staff. The designated space for canteen is approx. 3000 square feet.

Medical superintendent
Rao Tula Ram Memorial Hospital
Jaffarpur, New Delhi

Special Instructions to the Bidders for the e-submission of the bids online through this tender site

1. Bidder should do the registration in the tender site <https://govtprocurement.delhi.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as SIFY/TCS / nCode.
2. Bidder then login to the site through giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be submitted in the Tender box of Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit document submitted physically to the Deptt. and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder must submit the bid documents by online mode through the site (<https://govtprocurement.delhi.gov.in>) and other documents like EMD, undertaking etc. by manual mode to the TIA as indicated in the tender.
15. The tendering system will give a successful bid updation message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
16. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
17. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
18. Each document to be uploaded through online for the tenders should be less than 2 MB in My Documents. If any single document is more than 2MB in My Documents, it can be scanned with lesser

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resolution and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast. **There is no restriction on the total size of the file that is uploaded for the Bid Document. The total size of the bid documents is based on the memory available in the local client and the internet bandwidth available at the time of uploading the bid document.**

19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
20. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
21. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
22. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
23. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
24. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

**For any other queries, the bidders are asked to contact through
Toll Free No: 1800-233-7313 (Monday - Saturday, 09:30 AM to 06:00 PM)
Mail : [email-id: eproc.delhi@nic.in](mailto:eproc.delhi@nic.in)**

**Bidder Registration Documents may be submitted by vendors at
6th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House),
Civil Lines, Delhi-110054.**

E-tender under two bid system i.e. "Pre qualification cum Technical Bid" & "Financial Bid" are invited from reputed & financially sound caterers/firms for running of Canteen/ catering Services at Rao Tula Ram Memorial Hospital Hospital, Jaffarpur.

Contract Period: - One year from the contract award & extendable for a further one year on the basis of satisfactory performance at the discretion of the Medical Superintendent, RTRMH.

FORMAT:-

The tender is to be submitted electronically. All rows & columns on prescribed format and Technical sheet should be filled or may be marked as not applicable and in any case not to be left blank. All additional documents required in the tender should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page before scanning and uploading.

The tender shall be evaluated in 2 parts online:

Pre-qualification cum Technical Bid: Only the pre-qualification cum Technical bids shall be opened first and read out before the tenderer or their representative desiring to be present at the time of opening the bid.

Financial Bid (Price Bid): The Price Bids quoted by the bidders shall be opened only for those firms which are approved in pre qualification cum technical bid.

Selection will be done on the basis of highest quoted license fee per annum.

PREPARATION OF BIDS

The bids prepared by the bidder shall comprise of

- (1) The Pre qualification cum Technical Bid and
- (2) Price (Financial) Bid

PRE-QUALIFICATION CUM TECHNICAL BID:

Documents to be submitted with pre qualification cum technical bid: In case of non submission of the requisite documents tender will be rejected outright.

(A) Documents to be submitted in original (in Physical Form)

1. EMD: EMD Rs. 5000/- has to be submitted in the form of Fixed Deposit Receipt/Bank Guarantee (annexure VIII) of any nationalized Bank/commercial bank, in the name of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi -73 will remain valid for 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission). Proposal without FDR/Bank Guarantee will be rejected. EMD shall not carry any interest.
or
Self attested copy of valid exemption certificate as mentioned in point no. 18 under terms and conditions.
2. Undertaking duly signed with Stamp and Name of Firm ([Annexure I](#)) on Rs. 100/- non judicial stamp paper.
3. [Annexure –II](#) (Personal Bio Data of the bidder/Tenderer/ Firm).
4. Original copy of [Annexure IV](#)
5. Power of Attorney in favour of the authorized person signing the bid.
6. Power of Attorney in favor of Lead Member in case of Consortium as per [Annexure VII](#)

These documents as mentioned above should be submitted in a sealed envelope in original in the care taking branch, RTRMH on or before the last date & time for submitting the online tender super scribed as:-

“PRE QUALIFICATION CUM TECHNICAL BID”

TENDER NO:

NAME OF TENDER: CANTEEN SERVICES AT RTRMH

Name & Address of the firm with phone no. and email address.

Note: - Only above desired documents should be submitted and no other papers along with these five documents should be submitted.

(B) Documents to be scanned and submitted online : Following scanned and self attested documents should be submitted online and should be in following order :-

1. Proof of Identity and residence of the tenderer(s).
2. PAN Card of the firm / proprietor issued by Income Tax Department.
3. Income tax return filed by the firm for the financial year 2015-2016 or 2016-2017 indicating the same PAN number as submitted.
4. EMD or Valid Exemption Certificate
5. [Annexure I](#)
6. [Annexure II](#)
7. [Annexure IV](#)
8. Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of

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consortium of two firms as per [Annexure VI](#). (Not more than two firms are allowed to form consortium).

9. Power of Attorney in favour of the authorized person signing the bid.
10. Power of Attorney in favor of Lead Member in case of Consortium as per [Annexure VII](#)
11. Details of the Consortium members.
12. Certificate of registration for PF subscription, if applicable.
13. Certificate of registration for ESI subscription, if applicable.
14. Certificate of service tax /GST registration number, whichever applicable.

Only those bidders who qualify the Pre-Qualification cum Technical Stage shall be considered for Price (Financial) Bid Evaluation.

PRICE BID

Documents for Price bid: To be uploaded online in PDF form only

1. Price Bid Form [as per [Annexure-III](#)]

Note:

1. The rates should be quoted in Indian Rupees in figure as well as in words.
2. The Reserved License fee is Rs. 2,20,000/- per annum i.e. license fee should not be **less than Rs. 2,20,000/- per annum.**

INSTRUCTION TO BIDDERS

All prospective bidders should make a visit to RTRMH before bidding to make themselves aware of the demography and geographical condition of this hospital.

They should also make visit to the designated Canteen Area to get firsthand experience of its location and other infra structures available as the tender will be offered to successful bidder on as is where basis is. It shall be deemed that the bidder has undertaken a visit to the Hospital and is well aware of the operational needs prior to the submission of the tender documents.

All the documents submitted (Whether original or photocopy) in the bid must be legible & self attested, otherwise the bid is likely to be rejected. The Bid is to be dropped in the tender box kept in the purchase section, RTRMH Jaffarpur, before the last date and time as mentioned in the tender notice.

A maximum of one representative of the bidder shall be authorized and permitted to attend the Pre qualification cum Technical bid prior to the financial bid opening.

PERIOD of VALIDITY of BIDS

- 1) **The Bid validity should be for a minimum period of 120 days from the last date of bid submission.**
- 2) The hospital authority may request the bidder for extension of the period of validity .The request and response there to shall be made in writing (or by fax or e mail). The validity of EMD provided shall also be accordingly extended.

REFUND OF PERFORMANCE SECURITY

Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Terms & Conditions

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Selection: Amount of license fee to be quoted in Indian Rupees only on per annum basis in given format. The license fee quoted should not be less than Rs. 2,20,000/-per annum. Selection will be done on the basis of highest quote by the firm qualified in Prequalification cum Technical bid.

A.General

1. The tender document should be filled in prescribed format.
2. The Medical Superintendent/HOD shall have the right to demand the original / copy of any document which is submitted. The same information shall be conveyed by email/fax/telephone. If any Tenderer fails to provide the requisite information within seven (07) days the Medical Superintendent/HOD reserves the right to disqualify the bid.
3. The acceptance of the tender by the bidder must be unconditional.
4. The Successful bidder shall be required to execute an agreement within 15 days from the date of issue of offer letter. The Agreement shall be made in a Non-judicial Stamp Paper worth Rs.100/-. All expenses with regard to the execution of the agreement shall be borne by the Tenderer.
5. The Tenderer shall undertake that his firm is not blacklisted by the any Government agency. (Annexure -1)
6. The Tenderer will abide by the Municipal Laws and other relevant laws pertaining to sale of food. Necessary licenses, if required, will have to be obtained by the Tenderer under various Acts and Rules etc.
7. The tenderer should himself assess the volume of business. The Hospital will not guarantee the minimum/maximum business and shall not be liable to reduce the License Fee in view of decline/loss of business due to any reasons.
8. The Tenderer will have to present himself before the Medical Superintendent as and when required in connection with any matter relating to running of the canteen.
9. The Tenderer shall be responsible for any dues/liability whether legal or financial, against any customer or party and the Hospital authorities will not be responsible in any manner.
10. Sub-contracting of any kind, in any form or subletting of any portion in any form is not permissible and if found so, action will be taken by forfeiting the Security Deposit and termination of the contract.
11. The Medical Superintendent/HOD, reserves all the rights to accept or reject any or all the tenders, without assigning any reason at any stage.
12. The Medical Superintendent/HOD reserves the right to terminate the contract without assigning any reason thereof and by giving one Month's notice to the Tenderer of his intention to do so and on expiry of the said period of notice, the contract shall come to an end without prejudice to any right or remedy that may occur to the other party by reason of any incident.
13. The tenderer/Tenderer shall be responsible for producing or submitting false certificate or concealing facts. In case any discrepancy is found, the Tenderer himself will be responsible for submitting the false certificates/documents and such act shall attract termination of the contract, forfeiture of Security Deposit and Black-listing of the firm.
14. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the appropriate authority. Courts at New Delhi shall have the jurisdiction in connection with any dispute/litigation arising out of this contract.
15. At all the times during the term of the contract, the Tenderer shall act as an independent Tenderer and no employer-employee relationship shall be deemed to exist either between the Tenderer and Rao Tula Ram Memorial Hospital Jaffarpur Delhi-110073/Govt. of NCT of Delhi or between the Tenderer's employees and Rao Tula Ram Memorial Hospital Jaffarpur Delhi-110073/Govt. of NCT of Delhi by virtue of this contract.
16. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
17. **EMD:** A Fixed Deposit Receipt/Bank Guarantee of Rs. 5000/- (Rupees Five Thousand only) must accompany the tender, from a Nationalized Bank/Commercial Bank, in the name of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073. As per NIT/RFP, Earnest Money deposit will remain valid for 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission). **Cheque / Postal order / Money Order / Cash**

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payment will not be accepted. A model format of Bank Guarantee for furnishing EMD is provided at Annexure VIII.

18. However, firms which are registered with Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department are exempted from depositing the Earnest Money on production of the said registration. Registration proof should also be uploaded along with prequalification documents on given website of tender.
19. The EMD of unsuccessful bidders shall be returned within 30 days after completion/award of tender process, EMD of the successful bidder shall only be returned after submission of Performance security. The EMD will be forfeited if the successful bidder fails to abide by the terms & condition in toto.
20. The physical possession of the canteen shall be given to the Tenderer after completion of all formalities.
21. The Tenderer shall abide by the rules/regulations and orders issued by the Medical Superintendent from time to time
22. The Tenderer submitting the tender would be considered to have gone through and accepted all the terms and conditions. No enquiries verbal or written shall be entertained in respect of acceptance/rejection of the tender after award.
23. Any person who is in government service or an employee of the department should not be made a partner of the contract by the Tenderer directly or indirectly in any manner whatsoever.
24. Any action on the part of the Tenderer to influence anybody in the hospital is liable for rejection of the tender.
25. If any information furnished by the Tenderer is found to be incorrect at any time, the contract / agreement is liable to be terminated without any notice and the security money is liable to be forfeited by the department.
26. The Tenderer shall neither allow any other person nor shall himself do any other business / activity in the premises allotted to him for running of canteen services
27. The Tenderer shall not assign/sublet the contract or allow any person to interfere in the management of the canteen without the written permission of the Medical Superintendent of the hospital.
28. The Tenderer shall work under the overall supervision of the Hospital Administration.
29. **Performance Security Amount:** The successful bidder will have to **deposit 10% of the bid amount** as security in the form of FDR/Bank Guarantee (**annexure IX**) pledged in favour of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi within 14 days of receipt of “offer letter”. The performance security shall remain valid for sixty days (60 days) beyond the date of completion of all contractual obligations. In case the contract period is further extended, the validity of performance security should also be extended by the Tenderer accordingly.
30. **Payment of License Fee to RTRMH** The Tenderer shall deposit the Monthly License Fee in advance on or before the 10th of the each month by cash/bank draft/pay order/cheque in favour of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, Delhi. After 10th day, late fee will be charged @ Rs. 100/- per day. In case license fee, damages, compensation including any other arrears assessed, not paid within 30 days from the due time, the Medical Superintendent, Rao Tula Ram Memorial Hospital shall have the right to terminate the license deed without giving any further opportunity
31. The price charged for packed/ready made food items, soft drinks etc. should not exceed MRP printed on the packaged items.
32. The Price List per unit of all available cooked items should be conspicuously displayed on the two separate boards; first at the entrance of the canteen and second at the cash counter.
33. The rates of the items to be prepared & sold shall remain fixed for first year. However, it may be reviewed quarterly in consultation with Hospital Authority, keeping in the view the market conditions and reviewed with the mutual consent of MS, RTRMH or his authorized officer and Tenderer, if required. The decision of Medical Superintendent/HOD will be final.
34. The Tenderer will not change the rate of items as fixed in [Annexure IV](#), otherwise the action as deemed fit will be initiated against the Tenderer by the hospital authorities.
35. The canteen shall remain open round the clock and the Tenderer or his agent will remain present at canteen.
36. The Medical Superintendent, Rao Tula Ram Memorial Hospital , Jaffarpur , Delhi-73 , reserves full right to accept or reject any or all tender without assigning any reason whatsoever.

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- 37.** The Medical Superintendent or his/her authorized officer will have the right to review the working of the contract from time to time. If at any time, it is found that the Tenderer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the Medical Superintendent may terminate the contract after giving the Tenderer one month's notice. No such notice will be necessary if the contract is terminated on the ground of misconduct or any other act the Medical Superintendent may deem fit.
- 38. Exit Clause** – On mutual agreement between MS, RTRMH and the successful bidder, the bidder may be allowed to exit the contract three months after giving notice.

B. Rules Governing Kitchen

1. Child labour will be strictly prohibited.
2. Medical Superintendent shall constitute a committee which shall periodically inspect the quantity, quality and price of food stuffs sold in the canteen. The Committee can recommend or send any sample of such food stuff to Prevention of Food Adulteration Department for testing. This committee shall periodically inspect/monitor quality of food, hygienic condition & ambience of cooking and eating areas, medical status of workers in canteen and the licensee/Tenderer will have to maintain the standard upto the satisfaction of committee & prescribed norms.
3. Tenderer shall fix a Complaint-cum-Suggestion Box near the cash counter and shall be responsible for the safety of such box. The above referred committee shall be authorized for opening the Complaint-cum-Suggestion Box and taking cognizance of such complaints/suggestions.
4. Only commercial L.P.G. based cooking will be allowed and L.P.G. cylinder will have to be arranged by the Tenderer at his own cost. Use of electricity for cooking purpose shall not be allowed.
5. All furniture items, utensils and canteen equipments shall be arranged by the Tenderer himself.
6. The Tenderer will arrange soap, towel etc, at the wash basins/ toilets at his own cost.
7. The Tenderer will install sub-meter of electricity and water and all charges in this regard shall be borne by the Tenderer. The Tenderer shall also pay the bills for electricity /water facilities used in Canteen.
8. Any damage to Hospital property/fixtures will be recovered from the Tenderer. Currently the canteen has 6 Nos. ceiling fan, 1 No. exhaust fan , 8 Nos. tube light with fitting & 2 Nos. fire extinguisher. The notional cost of these items is Rs 1000/ for each ceiling fan , 500/ for each tube lights and 2000/ for each fire extinguisher. However, it will be discretion of MS , RTRMH to ask the PWD to fix the cost of such losses at the time of recovery and decision of MS., RTRMH will be final in this regard.
9. Sale and service of alcoholic drinks and tobacco products will be strictly prohibited
10. The number of persons employed should be adequate to provide quick, clean and efficient service. The Tenderer shall be responsible for ill health and injury caused to the workers while working in the canteen. The Tenderer will also be liable for the good behavior and conduct of the workers. He also ensures that no employee deputed in the canteen has any criminal record and lodged in any jail. All liabilities arising out of accidents or death while on duty shall be borne by the Tenderer.
11. All the workers/employees will have to be medically fit initially at the time of appointment. Only medically fit personnel shall be allowed to work in the canteen. A medical certificate of employees is to be submitted every 6 months. The employer will mandatorily have to get all his workers vaccinated for Typhoid, at his own expense, before assigning them for their duties
12. All workers will wear clean uniform with caps and name plate purchased and provided by the Tenderer.
13. The premises of the canteen shall not be used for any other purpose except canteen services. The Hospital shall not be responsible for providing residential accommodation to any of the personal of Tenderer.
14. The Tenderer shall not bring or cook anything which may incite the religious sentiments of any community.
15. Addition/alteration and modification in the existing canteen premises is not permissible without prior approval of the Medical Superintendent

C. Rules Governing Employees of Tenderer

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1. The Tenderer shall abide by all the provisions under the Minimum Wages Act and Contract Labour Act., PF, ESI, Bonus, Gratuity, PF Act and other relevant laws as applicable from time to time. The copy of details of the same should be submitted within a month of starting of the services.
2. The Tenderer has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance Corporation or other local bodies as per the existing rules or as amended from time to time. Such records should be available for inspection by Hospital authorities from time to time.
3. The personnel of Tenderer have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors/patients, especially with female staff/patients and should project an image of utmost discipline
4. The Tenderer shall not remove / change the deployed staff frequently. The Tenderer shall seek prior permission from hospital authorities for any such change.
5. In case any person engaged by the Tenderer is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities the Tenderer shall replace such person with a suitable substitute at the direction of the hospital.
6. In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Tenderer there will not be any liability on principal employer.
7. That the Tenderer shall not at any stage, cause or permit any sort of nuisance in the premises of the hospital or do anything which may cause unnecessary disturbance or inconvenience to other's working there as well as to the general public in the hospital.
8. The hospital will be under no legal obligation to provide employment to any of the personnel of the Tenderer, and the hospital recognizes no employer – employee relationship between the hospital and the personnel deployed by the Tenderer.
9. That the hospital shall not be liable to provide any sort of accommodation to the staff or person deployed by the Tenderer in the premises of the hospital at any time
10. The hospital shall not be responsible financially or otherwise for any injury to the staff deployed by the Tenderer in the course of performing the duty for and on behalf of the Tenderer.
11. The Tenderer should note down that use of Pan Masala, Tobacco products, Liquor, drugs etc. are banned in the hospital premises.
12. The Tenderer shall submit the list of staff employed and documents of police verification of employees.

D. Penalty

1. For any breach of the terms and conditions on the part of the Tenderer, the Medical Superintendent, Rao Tula Ram Memorial Hospital will be fully empowered to impose penalty to the extent of Rs. 5000/- (Rs. Five thousand only) and forfeit the performance security deposit besides termination of the contract. Decision of MS, RTRMH will be final in this regard.
2. Subletting of any portion in any form is not permissible. If found, action will be taken as deemed fit including forfeiting the security deposit and termination of the contract.
3. That the Tenderer, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default, if any, with reference to statutory rules and /or government directives.
4. The MS, RTRMH reserves the right to cancel the contract agreement in the event of non-commencement of services within two weeks of offer letter or unsatisfactory performance of work contract, the Tenderer will be black listed in the hospital for a period of 4 years from participating in such type of tender & his earnest money and security deposit may also be forfeited if so warranted.
5. In case, the Tenderer fails to render the services to the satisfaction of hospital authority, the authority will have full liberty to get the work done by the other party or enter into a fresh contract for the remaining period at the risk and expenses of the Tenderer.
6. In every case in which by virtue of the provisions of the Workman's compensation Act, the government of India/government of Delhi is obliged to pay compensation to such person employed by the Tenderer in execution of the work the government will be entitled to recover from the Tenderer the amount of compensation so paid.
7. The Tenderer shall indemnify the hospital against all other damages /charges and expenses for which the government may be held liable or pay on account of the negligence of the Tenderer or

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his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or other wise and against all claims and demands thereof.

**MEDICAL SUPERINTENDENT
RTRMH**

TENDER NO:
TENDER NAME:

UNDERTAKING

(to be executed on Rs. 100/- NJ Stamp Paper)

1. I/We the undersigned, certify that I/We have gone through the terms and conditions mentioned in the tender documents and undertake to comply with all of them.
2. That no Civil/Criminal/Income Tax/Service Tax/Blacklisting case is pending against my firm.
3. The rates quoted by me/us are valid and binding on me/us for acceptance for the entire period of contract.
4. I/We undersigned hereby bind myself/ourselves to the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, Delhi to provide canteen services in Rao Tula Ram Memorial Hospital during the period of contract.
5. The Security Money deposited by me shall remain in the custody of the MEDICAL SUPERINTENDENT, Rao Tula Ram Memorial Hospital Jaffarpur Delhi-110073 till two months after the expiry of the contract.
6. I/We shall abide by Minimum Wages Act, Contract Labour Act, PF, ESI, Bonus, Gratuity, as applicable from time to time for the workers employed for running the canteen.
7. In case of any lapse occur on my part or on my staff while discharging the services the Hospital authorities may cancel my/our contract and award the work to another agency and the costs difference may be recovered from me/us and can forfeit security money.
8. The food/eatable items will be genuine, fresh, hygienic and good quality.
9. In the event of any breach/violation of the terms and conditions, the competent authority shall be at liberty to terminate my contract and can forfeit the security money deposited by me/us.
10. I /we will be wholly responsible for providing Canteen Services at Rao Tula Ram Memorial Hospital Jaffarpur Delhi-110073 and will ensure deployment of adequate staff to provide, quick clean and efficient service and also responsible to pay all taxes as applicable to Tenderer. I shall also be responsible for behavior / act of employees engaged by me for running of Canteen Services of the hospital.
11. I/we shall be responsible for health and injury caused to the worker while working in the canteen.
12. I/we shall be responsible for any loss or damage to the hospital property by the employee engaged by me/us.
13. The Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, Delhi has the right to accept or reject any or all the tender without assigning any reason. The decision of the Medical Superintendent, Rao Tula Ram Memorial Hospital, will be binding upon me.
14. I /we shall conspicuously display the Price List per unit of all available cooked items on the two separate boards; first at the entrance of the canteen and second at the cash counter.
15. **The Canteen will remain open round the clock and the Tenderer or his agent will remain present at the canteen.**
16. I/we shall vacate the canteen premises on completion of the contract period. In case of unauthorized retention of the canteen premises beyond the contract period, a penalty of 50% over the above the pre existing rate will be levied on me/us during the period of unauthorized retention.
17. I/we shall also be responsible to pay all taxes as applicable to the government like Income Tax, Service Tax etc.
18. I/we shall be responsible for any theft / loss / damage to Hospital property/fixtures and I will rectify/replace the same.

Place:

Date:

SIGNATURE OF THE TENDERER
NAME OF THE FIRM/TENDERER
Seal of Firm

**OFFICE OF THE MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI
GOVT. OF NCT OF DELHI
BIDDER DETAILS**

(To be submitted on letterhead of the firm)

Tender Name.....

Tender Number.....

Affix duly

Attested Passport
Size recent
photograph of the
prospective
bidder.

1. Due date for tender :

2. Opening time and date of tender:

3. Name, Address of Firm/Agency :

and telephone numbers

.....

4. Registration No. of the Firm/
Agency (if any) :

5. Name, Designation, Address :
Tel. No. of the Authorized person
of the Firm/ Agency for dealing with.....

6. Please specify as to Whether :
Tenderer is sole proprietor of the
firm/Partnership firm - If partnership.....

Name, Address and Tel No.
of Directors/partners should
be specified

7. PAN No. issued by :
Income Tax Department, if any

8. Details of Bid Security/Earnest Money
deposited

- a. Amount :
- b. FDR/Bank Guarantee No. :
- c. Date of Issue :
- d. Name of issuing authority :
or Bank

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073

9. ID Proof (see point 6)
(Self attested copy of Driving license or Voter ID or Passport/Aadhar card to be enclosed)
10. Any other information:

11. Declaration by the bidder:

This is to certify that I/We have read and fully understood all the terms and conditions of the tender contained herein and undertake myself/ourselves to abide by them and the information provided by me in this reference is true. If at any stage, any information given by me is proved to be false, the Medical Superintendent/HOD has the right to forfeit the EMD/Performance Security deposited in this regard and the Medical Superintendent/HOD has the right to blacklist my/our firm/company/agency for 4 years.

(Signature of the Bidder)

Date:

Place:

Name and Address

.....

.....

Seal of Firm.....

ANNEXURE - III

TENDER NAME:
TENDER NUMBER:

PRICE BID

TENDER FOR PROVIDING CANTEEN SERVICE AT RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, DELHI

Reserved License Fee Rs. 2,20,000/- (Rupees Two Lacks Twenty Thousand only)

License Fee Quoted per Annum

Amount in Rupees	Amount in words

Name of the firm/Tenderer

Name & signature of

Prop./Partner/Authorized

Person with seal

Address & Tele. No.

.....

.....

Note:- Selection will be done on the basis of Highest quote by the firm qualified in Prequalification cum Technical bid.

N.B:-

- (i) The columns shall be clearly filled in ink legibly or typed.
- (ii) The quoted rate shall be firm and final and no revision shall be allowed during the contract period on any grounds.
- (iii) Price bid should not be uploaded with pre-qualification cum technical bid documents otherwise made the tender liable for rejection. It should be uploaded with price bid only.
- (iv) The quotations in words will prevail upon quotation in numbers if discrepancy is found between the two columns.
- (v) **H1 will be decided on the basis of highest rate quoted.**
- (vi) In case of a tie, the successful bidder would be decided by a draw of lots in the presence of the bidders, who may wish to be present on the occasion.

NOTE: - The price bid must be uploaded in PDF format only

Tender Enquiry No. :

Annexure –IV

List of items to be Compulsorily provided in the Canteen of RTRMH

S.No.	Items	Rates (In Rs.) for Hospital Staff	Rates (In Rs.) for Hospital Patients & General Public
1	a) Readymade Tea one Cup of 100 ml (disposable cup/crockery cup) or Tea with Tea bags 100 ml (disposable cup/crockery cup)	Rs. 8.00/-	Rs. 10.00/-
2	Coffee one Cup 100 ml (disposable dup/crockery cup)	Rs. 12.00/-	Rs. 18.00/-
3	Samosa 100 gm with chutney/sauce	Rs. 8.00/-	Rs. 10.00/-
4	Bread Pakoda 125 gm with chutney/sauce	Rs. 8.00/-	Rs. 10.00/-
5	Two Bhature (80 gm each) with chole & pickles	Rs. 35.00/-	Rs. 40.00/-
6	Thali :- One dal+One subji+Pickle+Salad+4 roti (extra roti Rs. 2/- per peice) Or One dal+One subji+Pickle+Salad+2 roti+125 gm cooked rice Or One dal+One subji+Pickle+Salad+275 gm cooked rice	Rs. 50/-	Rs. 60/-
7	Cold Drinks & Packed Snacks Items like, Frooti, Potato chips, biscuits, etc.	On MRP on the packed item	On MRP on the packed item

NOTE:

1. Rates may be reviewed quarterly in consultation with Hospital Authority, keeping in view the Market Conditions.
2. Vendor may sell the items at lower price keeping in view the market conditions.
3. Dairy products, bread, Ice cream, Cold drinks and mineral water should be available in original packing stored at proper temperature and rates should not more than MRP.
4. Expired items must not be sold in the canteen.
5. Cooked items prepared in the canteen shall only be served.
6. All packed and eatable items should be FPO/Agmark certified.
7. The tenderer must use branded cooking oil.
8. All the raw material used for cooking should be of good quality.
9. Vendor should ensure that the above Thali mentioned at point no. 6 is available at the time of Lunch and Dinner.

Date:

Place:

Signature of tenderer.....

Name & Stamp.....

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day of _____
(Month) _____ (Year) Between the Lt. Governor, NCT of Delhi through The Medical Superintendent ,Rao Tula Ram Memorial Hospital ,Jaffarpur, New Delhi-73 (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND _____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Canteen services to the _____ (Name of the Department)

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 Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of one year unless terminated earlier as per the contract conditions. This is extendable also for an additional period up to one year maximum and each time extension shall not be for more than six months.
4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of personnel required for providing Canteen services of desired standards and they will be the employees of the Contractor for the purpose of this Agreement and not of the department.
5. The bidder hereby covenants to pay the Contractor in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. _____ (Rupees (in words) per quarter. The service tax shall be paid over and above the aforementioned amount which the Contractor shall regularly pay to the Service Tax Department.
6. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include EPF, ESI, Bonus etc as admissible. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the department from any loss or damage that may occur.

IN WITNESS WHEREOF : the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the
Contractor

For and on behalf of the
Lt. Governor, NCT of Delhi

Authorized Signatory

Authorized Signatory

RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073

(Name:)
(Designation)

(Name:)
(Designation:)

Seal of Contractor

1. Witness_____

Name_____

Address_____

No:_____

Seal of Department

(From the Department side)

Telephone

2. Witness_____

(From the Contractor side)

Name_____

Address_____

Telephone No:_____

(Note:- The department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

Tender Enquiry No. :

Annexure-VI

Joint Bidding Agreement in case of Consortium

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 2017

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) _____, represented by its _____ and having its principal office at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its tender document No. dated for 'Kitchen & Dietary Services' in _____ hospitals in Delhi

- (B) The Parties are interested in jointly bidding for the Kitchen & Dietary Services as members of a Consortium and in accordance with the terms and conditions of the tender document and

- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

* This should be modified by the Applicant according to its legal status namely a Partnership, Proprietorship, Society, Trust, Section-25 of Company Act

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Proposal document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Kitchen & Dietary Services.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Kitchen & Dietary Services, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Kitchen & Dietary Services, the SPV as per the terms of BID DOCUMENT will enter into an Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Agreement for the Kitchen & Dietary Services.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of Agreement.
- (b) All the lead members will have to meet the Technical Capacity and pre-qualification criteria on its own capacity.
- (c) Party of the Second Part shall be the Member of the Consortium;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Kitchen & Dietary Services and in accordance with the terms of the tender document, and in accordance with the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the law of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

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- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) The members will comply with equity requirements during the Term of Agreement as per the BID DOCUMENT.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Agreement is case the work is awarded to the Consortium. However, in case the Consortium is either not pre- qualified or does not get selected for award, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART by
(Signature)	Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Tender Enquiry No. :

Annexure-VII

Power of Attorney for Lead Member of Consortium

Whereas the _____ ("the Authority") has invited applications from interested parties for the ' _____).

Whereas, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the tender in accordance with the terms and conditions of the tender and other connected documents in respect of the tender, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Kitchen & Dietary Services and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Kitchen & Dietary Services and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20__

For _____ (Signature)

_____ (Name & Title)

For _____ (Signature)

_____ (Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power thereunder on behalf of the Applicant. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Tender Enquiry No. :

Annexure-VIII

MODEL BANK GUARANTEE FORMAT FOR BID SECURITY (EMD)

To

The _____

WHEREAS

(name and address of the bidder) (hereinafter called "the Applicant ") has undertaken to submit proposal/application for the NIT no..... dated to provide _____ services (herein after called "the Services ").

AND WHEREAS it has been stipulated by you in the said contract that the Applicant shall furnish you with a bid security in the form of bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the NIT/tender terms and conditions;

AND WHEREAS we have agreed to give the Applicant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Applicant , up to a total of Rs _____ (Rupees _____ only), and we undertake to pay you, upon your first written demand declaring the Applicant to be in default under the tender terms and conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the NIT/tender documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Tender Enquiry No. :

Annexure-IX

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Authority / Hospital / Department) (hereinafter called the "Authority / Hospital / Department") of the other part.
 2. WHEREAS _____ (Name of the Authority / Hospital / Department) has awarded the contract for Security services contract at agreed rates (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
 3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
 4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Authority / Hospital / Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
 5. After the Contractor has signed the aforementioned contract with the Authority / Hospital / Department, the Bank is engaged to pay the Authority / Hospital / Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Authority / Hospital / Department to indemnify the Authority / Hospital / Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Authority / Hospital / Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.
- The Bank shall pay to the Authority / Hospital / Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days longer than the anticipated expiry date of the Contract period).
 7. At any time during the period in which this Guarantee is still valid, if the Authority /

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Hospital / Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority / Hospital / Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Authority / Hospital / Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority / Hospital / Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Authority / Hospital / Department", "the Bank" and "the Contractor"

hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year)

being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____