



कर्मचारी राज्य बीमा निगम अस्पताल  
Employees' State Insurance Corporation Hospital  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
(Ministry of Labour & Employment, Govt. of India)  
प्लॉट नं. 41 सेक्टर नं.03  
Plot no. 41, Sector-03,  
आईएमटी मानेसर, (हरियाणा)-१२२०५०  
IMT Manesar, Haryana-122050  
Tel/Fax: 0124-4152502 Email: [ms-manesar.hr@esic.nic.in](mailto:ms-manesar.hr@esic.nic.in)



F.No.-133/G/Tender/Canteen/2018/

Date:22.08.2019

## E-Tender Notice / ई-निविदा सूचना

Medical Superintendent ESIC Hospital, Manesar invites E-Tender from reputed agencies under two bid systems for:

- (1.) Running Canteen Services for Hospital Staff, I.Ps and Visitors at ESIC Model Hospital, Manesar for the period of two years. The number of commissioned beds at the site is 100.

S. No.	Name of Work	Earnest Money Deposit	Cost of Performance Security Money	Period of Contract/Tender
1	Running Canteen Services for Hospital Staff, I.Ps and Visitors	Rs. 50,000/-	Rs. 1,00,000/-	Twenty Four Months (24)

**Note: Medical Superintendent, ESIC Hospital, Manesar may relax one or more conditions at his discretion.**

Medical Superintendent  
ESIC Hospital, Manesar (Haryana)



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## **Important Instructions for Bidders regarding E-Submission of Tender**

Bidders/ Tenderers are advised to follow the instructions provided in the 'Instructions to the Bidders / Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> . Bid documents may be scanned with 200 dpi with black and white option to keep in check the legibility and the size of the scanned document.



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Date: 22.08.2019

## NOTICE INVITING E-TENDER

E-Tenders are invited under two bid system through e-tendering from eligible contractors for providing services listed under scope of work in the bid document. The details of which are as follows:-

S.No	Description	Details
1	<b>Name of work:-</b>	<b>Running Canteen Services for Hospital Staff, I.Ps and Visitors.</b>
2	<b>License Fees: -</b>	Rs. 500/- .Per Month
3	<b>Period of Contract:</b>	Twenty Four Months (24)
4	<b>Earnest Money: -</b>	<b>Rs. 50,000/-</b> (Rupees Fifty thousand only) to be deposited along with Tender documents, through Demand Draft favoring <b>ESI Fund A/C No. 2</b> payable at <b>Manesar</b> . Bids without EMD or Copy of certificate, if exempted, will not be considered and summarily rejected.
5	<b>Date of Submission of E-Tender</b>	Online Up to <b>02:00 pm</b> on date <b>11.09.2019</b> . EMD or Copy of certificate, if exempted, should be deposited in the office of Medical Superintendent, ESIC Hospital, Manesar (Haryana) latest by last date and time of submission of online tender.
6	<b>Pre Bid Meeting</b>	30/08/2019 at Admin Block, 4 <sup>th</sup> Floor, ESIC Hospital, Manesar at 10 A.M.
7	<b>Date and time of opening of E-tender</b>	The tenders shall be opened in the presence of the tenderer who choose to be present on 12/09/2019 at 2:00 PM in conference room ESIC Hospital, Manesar. In case, 12/09/2019 is declared a public holiday, tenders shall be received & opened as per above schedule on next working day.
8	<b>Tender Document:</b>	Can be viewed from Website i.e. <a href="http://www.esic.nic.in">www.esic.nic.in</a> For Uploading of E-Tender please visit at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
9	<b>List of required documents</b>	(a) EMD in the form of Bank Draft for Rs. 50,000 /- (b) Copy of PAN & TAN (c) Copy of GST Registration (d) Clause by Clause by clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document. (e) Registration under Shop and Establishment Act. (f) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/Partnership Deed/ Declaration of Proprietorship etc., as the case may be. (g) Copy of Income Tax Return for Last Three Financial Years <b>(h) Separate Bid/ Tender Form,</b> <b>(i) Separate Price/Financial Bid Form,</b> (j) Letter of Authorization to attend bid opening, (k) Duly Filled Format I to X by agency,

		<p>(l) Experience certificate of similar work / Agreement / Work Order,  (m) Satisfactory Certificate of similar nature of work,  (n) Undertaking should be typed on agency letter head as per Tender.  (o) ESI Certificate, if any  (p) EPF Certificate, if any  (q) Copy of valid license/Registration certificate as per municipal requirement, if any  (r) License issued by FSSAI or equivalent authority for establishments dealing in Food Production, Service and Sales  (s) Scanned Copy of Undertaking as an affidavit on Rs. 100 stamp paper the Firm was never blacklisted by any of the ESIC Institution / Office anywhere in India,  (t) Scanned copy of Other Documents (if any).</p>
10	<b>Technical Eligibility criteria</b>	<p>(i) The tenderers should have a minimum of three years experience in running canteen service at a 100 or more bedded hospitals as on 31.12.2018.</p> <p style="text-align: center;"><b>OR</b></p> <p>The tenderer should have a minimum of three years experience in running canteen/catering services for 300 persons on daily basis in Govt. /Reputed Private Institution /Companies/ Hotels.</p> <p><b>(ii) Preference will be given to agencies having experience in the field of Canteen Service at Government Offices /Semi Govt. Offices/ESIC Establishments.</b></p>
11	<b>General Instruction</b>	All the documents uploaded should be self attested & stamped by authorized signatory, otherwise the bid is likely to be rejected.
12	<b>Details of work of scope</b>	The Contractor is required to supply Tea, coffee, lunch and snacks etc. to nearly 200 employees of the Hospital and about avg. 500 Insured Persons/visitors shall use this canteen. In addition to the regular employees of the ESIC HOSPITAL, Manesar as explained above, the canteen will also cater to the needs of the authorized visitors to the Hospital for official work as well as to the participants in academic, technical and production programmes organized by the Hospital from time to time. Tea, Coffee, Snacks, Cold Drinks and lunch shall also be supplied for meetings or other purposes, whenever and wherever required in the premises.
13	<b>Bid/ Tender Validity</b>	The prices quoted shall remain valid for 90 days from the date of opening of the Bid and in respect of accepted bid the prices quoted shall remain valid for entire Contract Period.
14	<b>Accomodation for Canteen</b>	Provided by the hospital
15	<b>Performance Security Money</b>	The bidder shall furnish performance security to the purchaser for an amount equal to <b>Rs. 1,00,000/- (Rs. One lakh only)</b> shall be made by Demand Draft/Bank Guarantee in favour of “ESI Fund A/C. No – 2”, Payable at Manesar. The performance security can be encashed by the Purchaser to recover any amount which is payable by the contractor to the Purchaser on any account.

The Competent authority reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Incomplete, conditional or delayed bids will not be considered & shall be summarily rejected.

**TERMS AND CONDITIONS**

**1. (a) License Fee:** Accommodation as given in Annexure-A will be provided for the canteen at a nominal license fee of **Rs.500/- per month**.

**(b) Electricity:** The fans and Lights have been already been provided in the canteen area by the hospital and the electricity charge will be borne by the hospital. The contractor can install electrical appliances to store the food products/raw materials OR to reheat/warm the prepared food. However, in no condition electricity shall be used to cook food. As such, use of heaters, Induction Plates etc. for cooking food, is not allowed.

**2.** Essential furniture for use within the canteen premises have been provided by the Hospital except Almirah/Racks required for storage purpose etc. Display counters, Fridges, OTG (For-Reheating) and other such appliances shall be arranged by the contractor.

**3.** The contractor shall have to make arrangement for cleanliness of canteen and its surroundings to the satisfaction of the Hospital. The contractor shall also be responsible for the safe and hygienic disposal of the canteen waste.

**4.** The contractor shall arrange for items i.e. crockery, utensils, boilers, juice machine, Commercial cooking gas cylinders, Stove etc. and items of similar nature of good quality as approved by the Hospital at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of canteen.

**5.** The contractor will have to provide employees with proper uniforms, I-cards for service in the canteen as also for the service in branches and chambers.

**6.** The timings of the canteen will be 7.00 AM to 10.00 PM, which is subject to change as per discretion of the hospital. Skeletal services must be provided beyond normal hours 07 AM-10 PM. The Canteen will run on all days including Sunday and Holidays.

**7.** Snacks & Tea must be provided from Canteen in Hospital whenever any kind of Meeting/ Programme is arranged.

**8.** The cost of the LPG Gas consumed in Canteen will be borne by the contractor and on expiry of the tenure of the contract NO DUES CERTIFICATE will have to be submitted to the concerned section i.e General Branch.

**9.** The contractor shall employ only such persons who are declared medically fit as certified by the Govt. hospital. No such employee will be under the age of 18 years. Documentary evidence in r/o Age/DOB will be provided by the contractor. Contractor shall not employ any person who was transferred/ terminated by any service provider of ESIC on the basis of complaints by ESIC hospital in the past. The hospital also reserves the right to conduct medical test of the employees at any time to ensure medical fitness.

**10.** Only cooking gas (Commercial Gas) is to be used in the canteen for preparing hot drinks & cooking, which is to be arranged by the contractor including gas cylinders.

- 11.** The contractor will be fully responsible for the repair/maintenance, cleanliness, breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Hospital for the purpose of preparing lunch, Breakfast, tea and coffee. Furniture provided to the contractor will be maintained properly. Any loss/damage (including repairs) to the same will have to be made good by the Contractor, at his cost.
- 12.** At least three salty items along with thali will be prepared daily. (List of items to be provided is enclosed as Financial Bid). However this list is subject to modification by the Hospital from time to time.
- 13.** Materials used for cooking purpose should be of good quality. The Hospital reserves the right to inspect the materials at any time.
- 14.** The contractor will take all necessary precautions against fire hazards and comply with rules and regulations as laid down by concerned local authorities and to the satisfaction of the Hospital.
- 15.** The rate list and menu as approved by the Hospital should be displayed conspicuously daily. The contractor may sell other food items at prevailing market rates only and not beyond MRP.
- 16.** The size and weight including quality of the various items should be approved by the Hospital. No new items would be introduced without approval of the Hospital. No rate will be revised without the approval of the Hospital.
- 17.** The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor will have to pay the minimum wages as per notifications issued by the office of Central Labour Commissioner from time to time, alongwith all statutory compliances.
- 18.** The Hospital shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the contractor and such persons as will be employed by him. While engaging his employees the contractor will make these conditions clear to them categorically and in writing, and their acceptance of these terms shall be communicated to the Hospital also.
- 19.** The contractor shall obtain license in case the employees are on contract instead of regular appointment under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the contract labour Act) and all other requisite licenses at his own cost from the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the contractor labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall be fully responsible for any compensation etc. in case of any injury/casualty or mishap to any employees of the canteen during canteen working hours.
- 20.** The contract will be for two year to start with from the date of signing the agreement and subject to renewal after one year of satisfactory services. The hospital reserves the right to terminate the contract at any time after giving one month's notice. The decision of the hospital in this regard shall be final and will be binding on the contractor. The contractor, if he or she so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period.
- 21.** The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of ESIC HOSPITAL, Manesar. In case any of his employees indulges in any act of indiscipline, misbehavior or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the employee concerned from the premises immediately on receipt of written communication from the authorities which will be duly acknowledged by the Contractor.

22. Tiffin system for staff, food must be served in Tiffin to staff for lunch or dinner.
23. Rate of all food items to be displayed prominently in the canteen.
24. The Hospital reserves the right to change any term and condition as and when warranted.
25. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision of the Medical Superintendent, ESIC HOSPITAL, Manesar, will be final and binding.
26. The contractor will be required to execute an agreement in the prescribed format in this regard in case the contract is awarded.
27. The contractor will not further sub-contract the service contract to any other party. In case the contractor is found to have sub-contracted this service, the contract will be terminated without any notice and security deposit will be forfeited.
28. If the contractor violates the terms & conditions of the contract the Security Deposit will be forfeited.
29. The staff deployed by the contractor should wear clean uniform and nameplates at all times and ensure that staff handling food are wearing gloves and headcover.
30. The performance of the canteen services shall be routinely monitored by a Canteen Committee constituted by the Medical Superintendent. The committee will submit regular report and in case of three or more instances of unsatisfactory report by the committee, the contract is liable to be terminated with immediate effect.

**Medical Superintendent**  
**ESIC Hospital, Manesar (Haryana)**

## INSTRUCTION TO THE TENDERERS

1. E-Tender form shall be complete in all respect. Incomplete E-tender or tenders without E.M.D shall be treated as invalid.
2. Last date of submission of *E-tender is 11/09 /2019 up to2:00 P.M.*
3. Date and time of opening of *E-tender is 12/09/2019 up to2:00 P.M.*
4. Each and every page of the E-tender\_documents should bear the stamp and signature of the authorized Representative/quoting firm. Format I to X enclosed shall be filled without exception.
5. The rates for each and every item shall be rounded to correct decimals as per legal tender and shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
6. The envelope containing EMD document shall be sealed and bear the name of work and the name and address of the tenderer.
7. The work site that is Hospital can be visited on any working day during office hours by contacting Administrative Officer/Engineer / Care Taker/ General Branch in order to have Idea of Work.
8. *The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason whatsoever.*
9. Conditional tenders are liable to be rejected.
10. The tender for the work shall remain open for acceptance for a period of ninety days (90) from the date of opening of tender.
11. These instructions shall form a part of the contract document.
12. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
13. **Financial Bid:** The financial bid of the tenderers, who qualify in the technical bid, will be opened in the presence of only those successful tenderers, who choose to attend the opening of financial bid. Minimum six days notice will be given to tenderers for this purpose.
14. **Award of Work:** - (i) The selection of the agency will be at the sole discretion of ESIC . This office reserves the right to accept or reject any or all the proposals without assigning any reason whatsoever.  
(ii) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.
15. EMD or exemption certificate should be delivered to the office of Medical Superintendent Block on or before **11/09/2019 at 2:00 PM** at following address:  
**Office of the Medical Superintendent, ESIC Hospital Manesar, Plot 41, Sector-03, IMT Manesar.**



## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS:**

- (a) "The Purchaser" means the Employees' State Insurance Corporation, Hospital, Manesar (ESIC).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the stores and/or materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

### **2. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

### **4. BID DOCUMENTS: ( To be uploaded online)**

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (as per Annexure A)
- (b) Terms and Condition (as per Annexure B - I & II)
- (b) Instructions to Bidders (as per Annexure C)
- (c) General (Commercial) Conditions of the Contract (as per Annexure D)
- (d) Special Conditions of Contracts (as per Annexure E)
- (e) Details of Tenderers (Format I)
- (f) Experience Certificate (Format II)
- (g) Declaration Form (Format III)
- (h) Undertaking (Format IV)
- (i) Check list and order in which the documents are to be submitted for Bid (Format V)
- (j) Details of Existing Contract (Enclosure VI)

- (k) Undertaking (Format IV)
- (l) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (Format VII)
- (m) Certificate of Non-Participation of near Relatives in the tender (Format VIII)
- (n) FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND (Format IX)
- (o) Integrity Pact (Format X)
- (p) Financial Bids in separate sealed envelope (Part B)

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

## **5. CLARIFICATION OF BID DOCUMENTS:**

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

5.2 Any clarification issued by ESIC Hospital, Manesar in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document. A copy of such clarification may be enclosed along with bid document for ready reference.

## **6. AMENDMENT OF BID DOCUMENTS:**

6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, such as own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by Fax or by E-mail to all prospective bidders by the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids suitably.

## **7. BID PRICES:**

7.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of GST). The offer shall be firm and in Indian Rupees. No foreign exchange will be made available by the purchaser.

7.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- (i) The price of the goods shall be quoted as total unit price for each individual item.
- (ii) The bidder shall quote only one price for each item.

(iii) The total price for each individual item shall be entered after multiplying the quantity with total unit price.

*7.3 The prices quoted shall remain valid for 90 days from the date of opening of the Bid and in respect of accepted bid the prices quoted shall remain valid for contract period.*

7.4 “DISCOUNT”, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

7.5 The price approved by the ESIC Hospital, Manesar for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 7.1 above. Break up in various heads like GST and other taxes paid/payable as per clause 7.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

## **8. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

8.1 The documentary evidence in conformity with the Bid Documents may be in the form of scanned documents and the bidder shall furnish a clause-by-clause compliance on the ESIC's commercial conditions demonstrating substantial responsiveness to the commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. In Case of deviations a statement of deviations and exceptions to the provision of the commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. The goods offered must have ability to meet the relevant standards. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier. Scanned copy of all documents to be uploaded online.

## **9. FORMATS AND SIGNING OF BID**

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 authorized for signing the bid.

## **10. SUBMISSION OF BIDS**

**10.1 SEALING AND MARKING OF BIDS:** The bidder shall submit sealed EMD in envelop bearing the name “Tender for- (1) **EMD for Running Canteen Services for Hospital Staffs, I.Ps and Visitors**

**10.2** The sealed envelope shall be addressed to the Purchaser at the following address:

**To**  
**Medical Superintendent**  
**ESIC Hospital, Maensar (Haryana)**

## **11. LATE BIDS:**

11.1 Any EMD received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be rejected and returned unopened to the bidder.

## **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

12.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids. This is permissible as long as the hard copy bid matches with the entire bid.

12.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12.1.

12.3 A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

12.4 No bid shall be modified subsequent to the deadline for submission of bids.

## **13. OPENING OF BIDS:**

13.1 The purchaser shall open online bids in the presence of bidders or their authorized Representatives who choose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the representative before they are allowed to participate in bid opening.

13.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

13.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at his discretion, may consider appropriate; will be announced at the opening.

13.4 The date fixed for opening of bids, if subsequently declared as holiday by the ESIC, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

## **14. CLARIFICATION OF BIDS:**

14.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at his discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

## **15. TECHNICAL EVALUATION:**

15.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

15.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid pursuant to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

15.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall, not subsequent to the bid opening, be made responsive by the bidder by correction of the nonconformity, or by submitting additional documents.

## **16. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

16.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive bids.

16.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

16.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Bid Document.

16.4 The evaluation shall be done on L-1(lowest bid) vendor of total Cost.

16.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## **17. PLACEMENT OF ORDER :**

The Purchaser shall consider placement of orders for commercial supplies for those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.

## **18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject all or any bid, and to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

## **19. SIGNING OF CONTRACT:**

19.1 The issue of Work Order and Signing of agreement on behalf of firm with Competent Authority of ESIC Hospital Manesar, and Signing of Contract Form shall constitute the award of contract to the bidder.

19.2 Consequent upon the successful bidder furnishing of performance security, the Purchaser shall discharge its Bid security submitted along with tender document.

## **20. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirements mentioned herein shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and ESIC may call for new bids.

21. Purchaser reserves the right to disqualify the supplier who habitually fails to supply goods in time. Further, the suppliers whose goods are satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

22. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

23. *The bidder should give a certificate to the effect that none of his/her near relative is working in the ESIC in Format- VIII as prescribed in the tender document.* The Bidder or his authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership firm OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and ESIC HOSPITAL, Manesar will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in the concerned unit.

The near relatives for this purpose are defined as:- (a) Members of a Hindu undivided family (HUF). (b) Husband and Wife.(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter- in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

## **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. General Conditions:** The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

### **2. PERFORMANCE SECURITY:**

2.1 The supplier shall furnish performance security to the purchaser for an amount equal to **Rs. 1, 00,000/- within 15 days from the date of issue of Work Order** by the Purchaser.

2.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the Contract.

2.3 The Performance Security Bond shall be either demand draft or in the form of Bank Guarantee issued by a Scheduled Bank and in the form provided in '*FORMAT-IX*' of this Bid Document. The duration should be at least 26 months.

2.4 The Performance Security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

### **3. PRICES**

3.1 (i) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(ii) Prices once fixed will remain valid during the scheduled delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

(iii) During the period of agreement, any increase in taxes and other statutory duties/levies shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

### **4 LIQUIDATED DAMAGES**

4.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 4.2 below.

4.2 Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 5 % of the value of the delayed supply for each week of delay or part thereof. Late delivery charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of Liquidated damages assessed and levied by the purchaser.

## **5. FORCE MAJEURE**

5.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event comes to an end or ceases to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

5.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit.

## **6 TERMINATIONS FOR DEFAULT**

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser;
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 24 hours (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminate the contract in whole or in part pursuant. The purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

6.3 Either of the parties can terminate the contract without assigning any reason by giving one month's notice to the other party.

## **7. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier; If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



## **8. ARBITRATION**

8.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to the **Sole Arbitration of the Medical Superintendent, ESICH, Manesar** who shall proceed as per the Arbitration Act.

8.2 The work under the contract shall continue, during the Arbitration proceedings.

8.3. The award of the Arbitrator shall be final, conclusive and binding on both the parties

## **9. SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person(s) contracting through the ESIC and set off the same against any claim of the Purchaser or ESIC or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or ESIC or such other person(s) contracting through the ESIC.

**Medical Superintendent  
ESIC Hospital, Manesar (Haryana)**

**SPECIAL CONDITIONS OF CONTRACT**

1. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc.
2. The quality of print should not be faint and should be legible and clear.
3. Any goods found defective after purchase should be replaced free of cost to the satisfaction of ESIC HOSPITAL, Manesar authorities failing which the cost will be deducted from Performance Guarantee furnished by the selected vendor.
4. Award of contract will be issued after the bidder selected is found to be technically and financially qualified to ESIC HOSPITAL, Manesar.
5. *The agreement shall be in force for a period of 24 months on the same price/ terms and conditions .*
8. The bid security/Performance security deposit of the bidder would be forfeited, in case he refuses to honor the letter of intent/Work Order issued by the ESICM HOSPITAL, Manesar for supply of the materials.
9. Selected bidder has to execute an agreement in the prescribed Performa (Performance Security Bond Form)- Format-IX and Agreement in a non-judicial bond paper of value not less than Rs.100/-(Hundred rupees Only) for running canteen services, as per the intent of the ESIC HOSPITAL, Manesar.
10. **Penalty:** All faults during the working period of canteen services on any working day will have to be rectified on the same day. If the firm fails penalty of **Rs. 500/- (Rupees Five hundred only)** per case.

**DETAILS OF TENDERER**

**Name of Work: Running Canteen Services for Hospital Staffs, I.Ps and Visitors at ESIC Hospital, Manesar for a period of two years.**

**1 NAME OF TENDERING COMPANY / FIRM / TENDERER:**

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**2 NAME OF OWNER / DIRECTORS/PARTENERS:**

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**2 A) Authorized Signatory Name:**

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**3. FULL PARTICULARS OF OFFICE:**

**(a) Address:**

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**(b) Telephone No.:** \_\_\_\_\_

**(c) Fax No.:** \_\_\_\_\_

**(d) E-Mail Address:** \_\_\_\_\_

**4 FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /.**

**(a) Name of the Bank and Bank Account No.:**

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**(b) Address of the Bank:**

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**(c) Bank a/c No. & IFSC Code:** \_\_\_\_\_

**(d) Telephone No.** \_\_\_\_\_

**(e) Fax No.:** \_\_\_\_\_

**(f) E-Mail Address:** \_\_\_\_\_

**5 REGISTRATION DETAILS:**

(a) PAN / GIR No. \_\_\_\_\_

(b) GST Registration No. \_\_\_\_\_

(c) E.S.I. Registration No \_\_\_\_\_

(d) E. P.F. Registration No. \_\_\_\_\_

(e) Registration under Shop & Establishment Act \_\_\_\_\_

**6 DETAILS OF EARNEST MONEY DEPOSIT:**

(a) Amount (Rs.): \_\_\_\_\_

(b) D.D. / P.O. No. and Date: \_\_\_\_\_

(c) Drawn on Bank \_\_\_\_\_

(d) Valid up to: \_\_\_\_\_

**The above format may be used to provide requisite details**

**Date:**

**Place:**

**Name:**

**Seal:**

**Signature of Tenderer**

## **Format II**

# **EXPERIENCE CERTIFICATE**

**(To be produced on original Stationery of the client)**

(Experience of **Running Canteen Services of Hospital Staffs, LPs and Visitors** completed during last two years proceeding December, 2018 and ongoing works) Use separate sheet for each work.

1. Project title and Location
2. Name of the Client and Address
3. Describe area of Participation  
(Specific Work done/Services rendered by the applicant)
4. Period of Work Done/Services rendered for the project
5. Total cost of work
6. Date of start of the work and the present status
7. Any other details

### **NOTE:**

Supporting documents like certificates from the clients in support of each of the above projects to be furnished.

**Sign and Stamp of the Client**

**DECLARATION**

1. I, ..... Son / Daughter of Shri  
.....  
.....Proprietor / Partner / Director / Authorised Signatory of .....  
.....am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**Signature of Authorized Person**

**Date:**

**Full Name:**

**Place:**

**Company's Seal:**

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.**

**(TO BE TYPED ON A LETTER HEAD)**

**UNDERTAKING**

**To,**

**Medical Superintendent  
ESIC Hospital, Manesar (Haryana)**

**Subject: E-Tender for providing of Running Canteen Services for Hospital Staffs, I.Ps. and Visitors at ESIC Hospital, Manesar for the period of two years.**

**Madam,**

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Income Tax return/and other statutory provisions from time to time.
4. I/We do hereby undertake that of Running Canteen Services for Hospital Staffs, I.Ps. And Visitors at ESIC Hospital, Manesar shall be ensured by our Agency, as well as any other assignment considered by the Medical Superintendent, ESIC Hospital, Manesar.
5. I/We do hereby undertake that our Agency/Firm is never debarred/blacklisted by any of the ESIC Institution/Office anywhere in India.
6. I/We do hereby undertake that in case agency is unable to prove by documentary evidence compliance regarding ESI Act, EPF Act, Minimum Wage Act, Goods & Service Tax Act any other Act as applicable, the ESIC shall be at liberty to terminate the contract at any time.

**(Signature of the Bidder)**

**Name and Address of the Bidder.**

**Telephone No.**

**FORMAT - V**

**CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER**

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

<b>S. No</b>	<b>Items</b>	<b>Confirm with indicate the page number</b>
1	EMD in the form of Bank Draft for Rs. 50,000 /-	
2	Tender form with complete technical bid and Financial bid, with all pages serially numbered , signed and stamped on each page	
3	Copy of PAN/TAN	
4	Registration certificate under shop/company Act	
5	Income Tax return for the last Three years	
6	Copy of GST Registration	
7	Registration under Shop & Establishment Act	
8	Filled Format- I to IX	
9	Documents in support of contracts completed/running in last 2 years.	
10	Satisfactory completion of contract certificate from previous organizations	
11	ESI Certificate, if any	
12	EPF Certificate, if any	
13	License issued by FSSAI OR equivalent authority for establishments dealing with Production, Service & Sales of Food items.	

**Signature of Authorized Person**

**Date:**

**Full Name:**

**Place:**

**Company's Seal:**



**DETAILS OF THE EXISTING CONTRACTS:**

<b>Sr. No.</b>	Name and Address of the Organization, Name, Designation and Contact Telephone / Fax No. of the Officer concerned	Details regarding the Contract	Value of Contract (Rs.)	<b>Duration of Contract</b>	
				<b>From</b>	<b>To</b>
				<b>DD/MM/YYYY</b>	<b>DD/MM/YYYY</b>
<b>A</b>					
<b>B</b>					
<b>C</b>					
	Additional information, If any				

**The above format may be used to provide requisite details.**

**Signature of Tenderer**

**Date:**

**Name:**

**Place:**

**Seal:**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before time of bid opening)**

To

**Medical Superintendent  
ESIC Hospital, Manesar (Haryana)**

Subject: Authorization for attending bid opening on \_\_\_\_\_(date)  
in the Tender of

\_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf \_\_\_\_\_(Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
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I.

II.

Alternate Representative

Signature of Bidder Or  
Officer authorized to sign the bid Documents on behalf of the Bidder

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where entry is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.  
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

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

**CERTIFICATE**

**Certificate of Non-Participation of near Relatives in the tender**

I \_\_\_\_\_,  
S/O \_\_\_\_\_, R/O \_\_\_\_\_  
\_\_\_\_\_ hereby certify that none of  
my relative(s) is/are employed in ESIC as per details given in tender document. In case at any  
stage, it is found that the information given by me is false/incorrect, ESIC Hospital, Manesar shall  
have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Tenderer

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**To,**

**Medical Superintendent  
ESIC Hospital, Manesar (Haryana)**

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the ESIC having agreed under the term and conditions of the Agreement No.-  
..... dated .....made between ESIC and Second Party (hereinafter the said  
Canteen Agency ..... for the work  
.....here in after called the said agreement ) to production of irrevocable bank guarantee for  
Rs.....  
(Rupees.....  
.....) as a security/Guarantee from the Canteen Agency for compliance of his obligations in  
accordance with the terms and conditions in the said agreement,  
We..... (Hereinafter referred as to “the Bank”  
hereby) (Indicate the name of the bank)Undertake to pay to the ESIC an amount not exceeding  
Rs..... (Rupees .....  
.....  
only) on demand by the ESIC.

2. We ..... do hereby undertake to pay the amounts  
due and payable under this Guarantee without any demur, merely on a demand from the ESIC stating that the  
amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such  
demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this  
Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding  
Rs.....  
(Rupees.....only).

3. We, the said bank further undertake to pay to the ESIC any money that is demanded notwithstanding any dispute  
or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating  
thereto, a liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and  
the Second Party shall have no claim against us making such payment.

4. We ..... further agree that the  
guarantee herein contained shall remain in full force and effect during the period that would taken for the  
performance of the said agreement and that it shall continue to enforceable till all the dues of the ESIC under or  
by virtue of the said agreement have been fully paid .

**Signature and Stamp of Contractor**

5. We.....(indicate the name of Bank) further agree with the ESIC that. The ESIC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to a any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ESIC against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved form our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the ESIC or any indulgence by the ESIC to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
  
7. We .....lastly undertake not to revoke this guarantee except with the previous consent of the ESIC in writing.
  
8. This guarantee shall be valid up to .....Unless extended on demand by ESIC.  
 Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees  
 .....  
 .....only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the.....Day of.....For

.....  
 (Indicate the name of bank).

**Signature and Stamp of Contractor**

**(INTEGRITY PACT DOCUMENT)**

**(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESIC as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)**

**PRE-CONTRACT INTEGRITY PACT**

**General**

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made on .....the day of the month of .....year ..... Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns)of the First Part and M/s \_\_\_\_\_, represented by, \_\_\_\_\_ Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procure .....(Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a \_\_\_\_\_ performing its functions on behalf of \_\_\_\_\_ of India.

**Objectives**

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

**Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

#### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and

business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

### **7. Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **8. Earnest Money/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount\* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

Bank Draft in favour of the "ESIC Fund A/C No. 2" Payable at Manesar.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

### **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

### **10. Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder.

However, the proceedings with the other Bidder(s) would continue.



(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

### **11. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department

of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

**12. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**13. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Gurugram (Haryana) or as decided by the BUYER.

**14. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**15. Validity**

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

16. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ .

ESIC Hospital Manesar (1<sup>st</sup> Party)

BIDDER (2<sup>nd</sup> Party)

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



<b>4</b>	Special Vegetable (150 gms.)	Per Plate	
<b>5</b>	i) Chholey (150 gms.) ii) Dal Thick (150 gms.) iii) Kadhi (150 gms.) iv) Curd (150 gms.) v) Raita (150 gms.)	Per Plate Per Plate Per Plate Per Plate Per Plate	
<b>6</b>	i) Dal + Rice (150 ml + 150 gms.) ii) Palak Paneer (100 gms. + 50 gms. Paneer)	Per Plate Per Plate	
<b>7</b>	<b>Tea/Coffee</b> i) Espresso Coffee (Nescafe/Bru) ii) Tea Bags Tea (Tata, Brookbond & Tetley) iii) Regular Tea iv) Special Tea	150 ml.	
<b>8</b>	<b>Cold Drink</b> i) Cold Drink of different varieties ii) Mineral water	As per M.R.P. As per M.R.P	
<b>9</b>	Biscuit Sweets/Salted /of different varieties	As per M.R.P.	
<b>10</b>	<b>Paratha (50 gms.)</b> 1. Potato Paratha 2. Gobhi Paratha 3. OnionParatha	Per Piece Per Piece Per Piece	

It is mandatory to quote price of all listed items in the financial bid, otherwise bid will be rejected.

**The Canteen shall remain open from 7:00 AM to 10.00 PM OR as per timely instructions issued by the hospital administratio**

**Note: Quality of raw Materials for preparation of food items:-**

1. Milk - Mother Dairy/Amul/Vita/Paras, etc. will be used,
2. Refined Oil- Fortune/Sundrop/ sweekar/ Saffola, etc. will be used,
3. Totmato ketchup – Maggi/Kissan, etc.
4. **Agmark/ ISI mark-** Spices and condiments, Sugar, Butter, Jam, Cheese, Curd, Mayonnaise, Bread, Flour, Besan, Pulses, Maida, Rice, Mineral Water, etc.
5. Fresh fruits for milk shakes,etc.
6. Ice creams – Kwality/Mother Dairy/Amul/Vadilal etc.
7. Biscuits- Britannia/Parle-G/Sun Feast/McVities/ Priyagold etc.,
8. Good Quality tea leaves or tea bags will be used.

**Name and Address:**

**Date:**

**Signature of Contractor:**

**Seal:**

Tender Inviting Authority: Medical Superintendent ESIC Hospital Manesar

Name of Work: Running Canteen Services For Hospital Staffs, LPs and Visitors at ESIC Hospital Manesar

Contract No: 133/G/Tender/Canteen/2018

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	
1.01	Alu Vada (100 Grms.)	1.000	Nos		0.00	INR Zero Only
1.02	Samosa Veg. (150 Grms.)	1.000	Nos		0.00	INR Zero Only
1.03	Pakora Mix (100 grms.)	1.000	Nos		0.00	INR Zero Only
1.04	Bread Toast with Jam ( 100 grms)	1.000	Nos		0.00	INR Zero Only
1.05	Idli with Sambar (50 grms)	1.000	Nos		0.00	INR Zero Only
1.06	Butter Slice Big Size (30 grms)	1.000	Nos		0.00	INR Zero Only
1.07	Bread Butter Toast (30 grms)	1.000	Nos		0.00	INR Zero Only
1.08	Chholey Bhatura (50 grms, 2 Pieces)	1.000	Nos		0.00	INR Zero Only
1.09	Chholey Kulcha (50 grms, 2 pieces)	1.000	Nos		0.00	INR Zero Only
1.1	Veg Cutlets ( 150 grms)	1.000	Nos		0.00	INR Zero Only
1.11	Veg Burger ( with Alu and vegetable tiki) 200 grms	1.000	Nos		0.00	INR Zero Only
1.12	Veg Roll	1.000	Nos		0.00	INR Zero Only
1.13	Boiled Egg (50 grms)	1.000	Nos		0.00	INR Zero Only
1.14	Veg Sandwich (100 grms)	1.000	Nos		0.00	INR Zero Only
1.15	Paneer Pakora (100 grms)	1.000	Nos		0.00	INR Zero Only
1.16	Bread Pakora (150 grms)	1.000	Nos		0.00	INR Zero Only
1.17	Poha (150 grms)	1.000	Nos		0.00	INR Zero Only
1.18	Upma (150 grms)	1.000	Nos		0.00	INR Zero Only

1.19	Sabudana Khichadi (100 grms)	1.000	Nos		0.00	INR Zero Only
1.2	Sabudana Vada (100 grms)	1.000	Nos		0.00	INR Zero Only
1.21	Dosa Plain (75 grms)	1.000	Nos		0.00	INR Zero Only
1.22	Dosa Masala (125 grms)	1.000	Nos		0.00	INR Zero Only
1.23	Uthappam (150 grms)	1.000	Nos		0.00	INR Zero Only
1.24	Onion Uthappam (160 grms)	1.000	Nos		0.00	INR Zero Only
1.25	Kachori with Sabzi (100 grms, 1 piece)	1.000	Nos		0.00	INR Zero Only
1.26	Thali ( Dal 150 ml, Mix Veg 150 grms, Raita 100 ml, 2 Roti 30 grms each, Rice 150 grms, Salad)	1.000	Nos		0.00	INR Zero Only
1.27	Special Lunch/Dinner Vegetarian Thali (Dal 150 ml, Mix veg 150grms, Raita 100 ml, Shaipaneer 150 grms, 2 Paratha 30gram each, Pulao 150 grms, Salad, One sweet)	1.000	Nos		0.00	INR Zero Only
1.28	Seasonal Vegetable (150 grms) per plate	1.000	Nos		0.00	INR Zero Only
1.29	Special Vegetable (150 grms)	1.000	Nos		0.00	INR Zero Only
1.3	Chholey (150 grms)	1.000	Nos		0.00	INR Zero Only
1.31	Dal Thick (150 grms)	1.000	Nos		0.00	INR Zero Only
1.32	Kadhi (150 grms)	1.000	Nos		0.00	INR Zero Only
1.33	Curd (150 grms)	1.000	Nos		0.00	INR Zero Only
1.34	Raita (150 ml)	1.000	Nos		0.00	INR Zero Only
1.35	Dal, Rice (150 grms)	1.000	Nos		0.00	INR Zero Only
1.36	Palak Paneer (150 grms)	1.000	Nos		0.00	INR Zero Only
1.37	Espresso Coffee (Nescafe/ Bru) 150 ml	1.000	Nos		0.00	INR Zero Only
1.38	Tea Bags Tea (Tata, Brookbond, Tetley) 150 ml	1.000	Nos		0.00	INR Zero Only
1.39	Regular Tea 150 ml	1.000	Nos		0.00	INR Zero Only
1.4	Special Tea 150 ml	1.000	Nos		0.00	INR Zero Only
1.41	Cold Drink of different varieties (as per MRP)	1.000	Nos		0.00	INR Zero Only
1.42	Miniral water (As per MRP)	1.000	Nos		0.00	INR Zero Only
1.43	Biscuit Sweets/Salted/of different varieties	1.000	Nos		0.00	INR Zero Only
1.44	Potato Paratha	1.000	Nos		0.00	INR Zero Only
1.45	Gobhi Paratha	1.000	Nos		0.00	INR Zero Only
1.46	Onion Paratha	1.000	Nos		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>