



VIVEKANANDA KENDRA NUMALIGARH REFINERY LIMITED HOSPITAL

**APPLICATION DOCUMENT
FOR
VKNRL Hospital Canteen Services**

(Application No.: **VKNRL/ADM/TR/19/02**)

(Total no. of pages against the tender = 22 pages)

**PREPARED & ISSUED BY
VKNRL HOSPITAL, NUMALIGARH**

NOTICE INVITING APPLICATION

Date : 07/12/2019

Phone : 03776 - 266700

Email ID : vknrl@nrl.co.in / vknrl.hospital@gmail.com

Subject : Application for VKNRL Hospital- Canteen Services
(**Application No.:VKNRL/ADM/TR/19/02**)

Dear Sirs,

Sealed offer in single bid is invited by Vivekananda Kendra NRL Hospital for the work as detailed below:

1. **Name of the work** : **“VKNRL Hospital - Canteen Services”**
2. **Earnest Money Deposit** : Rs.18000/-

The EMD amount as indicated should be accompanied with the application, for the Category of VKNRL Hospital – Canteen Services applied for.

3. **Contract Period** : Please refer Para--2 of Special Terms & Conditions for details.
4. **Submission period (Last date & time for submission of bid)** : 14/12/2019 to 28/12/2019 (excluding Sunday) from 08-00 hours to 14-00 hours.
5. **Date & Time of opening of bid and lottery** : On 06/01/2020 at 10-00 hrs.
6. **Place of submission of Bid** : Administrative Office, VKNRL Hospital
NRL Township,
Numaligarh
Dist: Golaghat
Assam – 785699.

7. Date of Pre bid meeting :

A pre-bid meeting open to all prospective applicants will be held on 13/12/2019 at 10-00 hrs in the Conference Hall, VKNRL Hospital, NRL Township, where in the prospective applicants will have an opportunity to obtain clarifications regarding work and application conditions.

8. **APPLICANT'S QUALIFYING REQUIREMENT:**

a) **Applicants must have permanent address within State of Assam.**

Any one of the following documents shall be submitted along with the application document as Proof of permanent address in State of Assam.

- i. PRC (permanent residence certificate)
- ii. Ration Card
- iii. Driving License
- iv. Voter's I-card
- v. Electricity Bill (in own name).
- vi. Aadhar Card
- vii. Passport

b) Experience of similar works (Canteen Services) in Industry / Guest House / Hospital / Semi Govt. organisation for at least two years. (Authenticated Documentary evidence must be submitted along with the application document)

c) Bidders must submit the following along with tender:

- i) Signed (self) Copy of **PAN** card.
- ii) Annual turnover should not be less than Rs. 3800000/- for minimum last two years ending on 31-03-2019 supported by audited balance sheet.
- d) **The applicants must accept VKNRL Hospital rates and all other terms & conditions as per tender document.** Applicants have to confirm the "**Acceptance of Rates & Terms & Conditions**" as per the Format attached in the tender document.

9. **Submission of Application:**

The envelope containing the application along with the EMD and all other enclosures / supporting documents should be enclosed in a single envelope, duly super scribed with the following details-

- i. **Application for the job "VKNRL Hospital- Canteen Services" (Application No. VKNRL/ADM/TR/19/02)**
- ii. **PF Registration Number .(PF Registration number if not available, must be submitted within one month after awarding the contract)**
- iii. **ESI Registration Number. .(ESI Registration number, if not available, must be submitted within one month after awarding the contract)**
- iv. **PAN Card Number.**

Application with 6 months validity under sealed cover as stated above will be received at the Administrative Office VK NRL Hospital till the time and date mentioned in Para 4 above. If the last date of receipt of application falls on a non-working day, the last date will be the next working day at the aforesaid time. Applicants may submit their applications on or before the last date & time **by ordinary post, courier service, speed-post etc. or by hand.** However, VK NRL Hospital takes no responsibility of late receipt of applications and the applications received late will not be taken into consideration.

10. The Application shall contain the following:

- Application document duly signed & stamped on each page.
- Applicant's application and all other details as per requirement of application document.
- Earnest Money Deposit.
- No Correction Fluid should be used while filling up the application document.
- Power of attorney, in case an authorized representative has signed the application.
- Income Tax clearance certificate and GST in original or true copies (self attested) should accompany the application. The ITCC should be in the name of the firm / individual quoting for the work.
- Applicant shall submit a copy of PAN card (self attested) under the Income Tax Act.
- Self attested copy of Valid Registration No. of the Agency/Firm/Company;
- The applicants must accept all terms & conditions as per tender document.

Valid PF Registration number (if not available, must be submitted within one month after awarding the contract)

Valid ESI Registration number (if not available, must be submitted within one month after awarding the contract)

11. The following Applicants shall be Disqualified for Award :

- Address proof not submitted.
- Bank passbook submitted as address proof.
- Court Affidavit submitted as address proof.
- Address outside **State of Assam**
- EMD not submitted.
- Copy of PAN card not submitted.
- Acceptance of Rates & Terms & Conditions not submitted.
- All pages of application document not submitted.
- Each page of application document not signed.
- Experience certificate not provided.

12. Earnest Money:

- A] Each application should be submitted along with Earnest Money Deposit of appropriate values as indicated in para-2 of this Notice Inviting Application, in the form of Demand Draft of any Scheduled Bank in favor of "Vivekananda Kendra NRL Hospital" payable at State Bank of India, Numaligarh Refinery Complex (Branch Code – 5377). Application **without EMD will be rejected**. Refund of earnest money deposit to unsuccessful applicant shall be made within 30 days from the date of finalization of application without any interest. Applicants are requested to collect their EMD from the VK NRL hospital.
- B] **2.5% of monthly contract value plus 10% of the 1st running bill amount will be deducted as initial security deposit. From subsequent running bill 10% of bill amount will be deducted for the period of one (01) year and will kept as security deposit along with above mentioned initial security deposit plus submitted EMD value. Security Deposit will be released (without interest) after completion of the job subject to clearance of all liabilities.**

13. **Scope of work and Supply** : Please refer Para-3.0 of special terms and conditions.

14. **Rate**: Rate should be in line with the enclosed SOR (Annexure-II)

15. **Security deposit**: Please refer Para-12-[B] of Notice Inviting Application.

16. **Measurement of work:**

The establishment cost will be paid to the contractor (applicant after awarding the contract) monthly against certification of the Officer-in-Charge.

17. **Terms of payment:-**

100% payment shall be made against submitted monthly correct bills within 10 days from the date of submission subject to certification of bills. The above payments are subject to deductions towards Security Deposit, Income tax, and other recoveries as applicable as per terms of contract.

18. **Price, Taxes, Duties:**

Without prejudice to stipulations in General Conditions of Contract, **should agree to quoted price** inclusive of all taxes duties, sales tax on works contract and other levies on which no variation will be allowed. DISPLAYED VKNRL HOSPITAL RATES ARE INCLUSIVE OF GST AND IF APPLICABLE WILL BE REIMBURSED TO THE CONTRACTOR AS PER GST ACT ON FURNISHING OF PROOF OF PAYMENT.

19. **Other terms and conditions:**

A] Employees and their dependants of VK-NRL Hospital, NRL or any other Public Sector Undertaking, State Govt. and Central Govt. are not eligible to apply.

B] Application containing uncalled for remarks or any additional conditions are liable to be rejected.

C] The management of VKNRL Hospital reserves the right to reject any or all the applications received without assigning any reason thereof.

D] Medical Superintendent, VKNRL Hospital shall be the Officer-in-charge of the work and the contractor will have to abide by the instructions of Officer-in-charge as given from time to time.

E] Applicants will fill up all the annexure attached to this Detailed Application Notice clearly and sign on every page of this Detailed Application Notice before submission of the application. Application in which any of the required particulars and prescribed Information are missing or are incomplete, are liable to be rejected.

F] One authorized representative of the applicant/contractor/agency may remain present during the tender opening on the date, time and venue.

G] Contract will be awarded on the basis of Lottery.

H] Variation in the value of the work will not vitiate the agreement.

I] No mobilisation advance will be paid to the contractor for execution of the work.

J] In case any of the document/information(s) furnished by an applicant are found to be false/forged, such applicant will be kept in holiday list apart from other penal actions as deemed fit by VK NRL Hospital.

K] The contractor will not engage minor workers / staff below 18 (eighteen) years and not above 55 (fifty-five) years of age under any circumstances. Documents of age proof (Aadhar Card / Voter Id, etc.) of all workers under the contract to be submitted on the date of starting of the contract.

L] The contractor will have to abide by the existing laws applicable to contract works and co-operate with other contractors working at NRL site / VKNRL Hospital and will not cause hindrance to other works.

M] The contractor shall observe all labour & other statutory rules & regulations in force. In case of any violation of such laws, rules and regulation, consequences if any including the cost there to shall be exclusively borne by the contractor and the hospital should have no liability whatsoever on this account.

N] No escalation of contract value in any form whatsoever will be entertained during the contract period unless it is approved by the competent authority.

O] The workers provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation as per Act, etc. The list of staff going to be deployed shall be made available to the Hospital and if any change is required on part of the Hospital fresh list of staff shall be made available by the agency after each and every change.

P] The contractor is to obtain labour licence (if required) under Contract Labour (R&A) Act. 1970, PF registration number and ESI Registration number on awarding the contract. The present rate employer contribution of PF is 13% and ESI 3.25%.

Q] Contractor shall pay their entitled wages on or before 7th of the subsequent month. It shall not be linked to the payment of the monthly bill. As per mandatory guidelines from Ministry of Labour & Employment, Govt. of India, contractors' have to pay the salary / wages of all employees even if they are working for one day through the bank account of the employees using bulk NEFT / Core Banking upload facility so that the payment to each and every employee can be accounted for.

R] Contractor must engage a supervisor who must supervise entire works /jobs related to respective contractor during the Canteen working hours and as per guideline prescribed by hospital authority. In his absence replacement supervisor to be provided or Contractor himself must be present to monitor the service.

S] The Supervisor should have minimum Educational qualification of Graduate or equivalent & knowledge of Computer is preferable (The Contractor must submit the authentic document). Experience of supervisory work for min. 01 year in a canteen / any other industrial setup is desirable.

T] The Job responsibilities for supervisor will be – 1) to monitor the duty of the workers as per duty roster, 2) Ensure proper hygiene of workers and the workplace, 3) Maintain inventory of all recommended food items / consumables / cleaning materials, 4) Follow the instructions of Hospital Management, 5) Monitoring the discipline & punctualities of workers, taking training refresher's classes for workers, 6) Should be available in the hospital during the canteen operational hours, 7) To ensure supply of quality food to the patient, staff, other guests as per requirement in time with consultation of Dietician and hospital management.

U] Cent percent enrollment of workers engaged by the contractor under EPF

20. COST OF SUBMISSION OF APPLICATION ::

The applicants shall bear all the costs associated with the preparation and submission of their application. The Institute in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.

Thanking you.

Yours sincerely
For VK-NRL Hospital

[Dr. R.K.Mahanta]
Medical Superintendent

SPECIAL TERMS & CONDITIONS OF CONTRACT

Name of Work : "VKNRL Hospital - Canteen Services"

Application No. : VKNRL/ADM/TR/19/02

Name of Applicant :

1.0 General Definitions :

1.1. "OWNER" means the Vivekananda Kendra Numaligarh Refinery Limited Hospital.

1.2. "OFFICER-IN-CHARGE" means Medical Superintendent, VKNRL Hospital or an official authorized by VKNRL Hospital.

1.3. Contractor means successful applicant VKNRL Hospital- Canteen Services / or his representative duly authorized by power of attorney.

2.0 Period of Contract:

i) Initially the contract will be awarded for a period of one (01) year with a provision for further extension of another two (02) years subject to satisfactory services and recommendation by Medical Superintendent. The contractor must obtain FSSAI License after starting of the contract.

ii) The Hospital reserves the right to terminate the contract at any point of time serving fifteen (15) days notice.

In case failure by the contractor to fulfill any of the contractual obligation, the owner / officer-in-charge reserves the right to rescind the contract without notice in which case the security deposit shall be forfeited and such a decision shall be absolutely at the discretion of the Owner / Officer-in-charge.

iii) In the event of the owner and / or the Officer-in-charge feeling it, expedient that the service of the canteen provided by the contractor is no longer required, the contract in this respect can be rescind at the discretion of the owner / officer-in-charge with two months notice to the contractor. Likewise, the contractor can also withdraw his services covered under the contract by giving two months notice to the hospital authority. In case of any conflicting views, decision of the owner and / or officer-in-charge shall be final and binding.

3.0 Scope of Work :

3.1 The work involves providing canteen services with clean, well maintained & well mannered uniformed workers.

3.2 The contractor will agree to the quoted rates for the items in the SOR, i.e. establishment cost which cover the expenditure incurred towards cost of distribution of food items at designated locations including cleaning of uniforms of workers, transportation cost of the materials.

3.3 Canteen is to serve food items to Patients & their dependents, employees of VKNRLH, NRL, CISF, DPS, VKNRLSoN & their dependents . Accordingly cost of the provided food items will be directly collected from the customers by the contractor as per the VKNRL Hospital recommended rates. Food items to be provided to the VKNRL Hospital's employees as per the Hospital Staff Food Rates given in Annexure-IV.

3.4 The payment would be made on monthly basis for actual shifts manned/operated by the personnel supplied by the contractor and based on the attendance sheets duly verified by the Hospital and other supporting documents such as ESI deposit challans, PF deposit challans, payment sheet etc. No other claims on whatever account shall be entertained by the Hospital. The Contractor will ensure that workers engaged by him must receive their entitled wages on time.

3.5 All food materials require for preparation of meals/snacks/breakfast/patient food shall be supplied by the contractor.

3.6 The contractor will serve the food items as per specified menu, quantity and quality at rates declared by VKNRL Hospital. The detailed daily menu will be decided periodically by canteen management committee and the contractor will follow the item and food menu as directed by Canteen Management Committee (CMC).

3.7 Food should be supplied in subsidized rates to the patient as well as staffs of the VKNRL Hospital. Management reserves the right to enhance or reduce the rates along with change in quality and quantity of the food items. In the event of any situation when a particular food item is to be substituted due to short supply or non availability in market, then contractor must intimate the same to Officer-in-Charge at least in two days' advance. Rates for other than above group must be approved by the hospital management / CMC.

3.8 The contractor will always maintain good quality of food items. The contractor will always maintain hygiene and cleanliness while serving food items in the canteen/ward/other specified places. Contractor is responsible for disposal of canteen garbage in proper manner in a specified location as per direction of the Canteen Management Committee. Contractor is also responsible for maintaining cleanliness of the store, kitchen and dining areas at any point of time.

3.9 Contractor will deploy adequate resources as directed by the Officer-in-Charge towards satisfactory service. Canteen staff training to be organized in liaison with the hospital management periodically.

3.10 The contractor will collect orders for food items from different units at specified time. The contractor will indemnify the company from all labour related statutory rules and regulations.

3.11 The brand, quality and quantity of supplied raw materials, which are use for cooking food, will be inspected and specified by canteen management committee time to time. The finished food items will be checked from time to time by authorised representatives of Vivekananda Kendra-NRL Hospital and the Vivekananda Kendra-NRL Hospital shall have the right to reject the food items of doubtful quality. Basic brand food (raw) materials should be as :-

1. Vegetable Refine Oil (Sun Flower)	: Fortune/ Dhara/ Sun Flower/ Saffola
2. M. Oil	: Dhara/ Engine
3. Masalas	: MDH/Every day/ Everest/Fresh grind
4. Papad	: Lizzat/Choudhury
5. Salt (Iodised)	: TATA/Annapurnna/ Other Iodise
6. Tea	: Mukta Bari/Tata / Golden eagle
7. Milk	: Every day/Amul Gola/Amul /Taza/
8. Sauce	: Meggi/ Kissan
9. Atta	: Chakki Atta: Ashirvad / Radhabhog / Amrit Brand
10. Rice	: Local Aijong

3.12 The contractor will submit by the end of every month a detailed stock report of the inventory supplied by the Hospital. (soap, vim powder etc.).

3.13 Contractor should submit monthly workers payment bill on or before 2nd of every month within 10 am. Contractor shall pay their entitled wages on or before 7th of the subsequent month. It shall not be linked to the payment of the monthly bill.

3.14 No extra payment of bill will be entertained to carry out the services during weekly off days, leave & other holidays as SOR has been prepared inclusive of all weekly off days, leave & other holidays.

3.15 The contractors should accept the rates of the items in the SOR, i.e. establishment cost which cover the wages of workers to be engaged in the contract including cleaning of uniforms of workers.

3.16 Whenever if any claim against the contractor for payment of a sum arises out of or under the contract the hospital shall be entitled to recover such sum by appropriating in part or whole of the security deposit of the contractor or from the bills claimed for payment. The contractor shall pay on demand any balance remaining due to the hospital.

4.0 VKNRL Hospital's responsibility:

A] The VKNRL Hospital will provide all crockery's, furnace, PNG Supply etc. for preparing and serving food as well as all required infrastructure facilities in the canteen. In case of damage / breakage of hospital property penalty of Rs. 2000/- will be charged.

5.0 Taxes & Duties :

5.1 Income tax as applicable under rule will be deducted at source from the monthly bill claimed by the contractor. A certificate to this effect shall be issued to the contractor if and when required.

5.2 Taxes & duties as applicable from time to time as per the Govt. Regulations should be binding on the contractor.

6.0 Timing :

6.1 VKNRL Hospital – Canteen Services should be provided from 6-00 am to 10-00pm including Sundays & holidays which will be divided in two shift, such as:

- a) Morning Shift – 06:00am to 02:00pm
- b) Evening shift – 02:00pm to 10:00pm

The contractor has to obtain approval from the hospital authority on the duty roster.

The hospital has the right to deduct 10% of daily wages for any delay in reporting to his / her duty for more than 15 minutes in any shift for without any valid reason.

6.2 The contractor should strictly monitor the services provided by his workers and should provide the intimation regarding the progress of job to the hospital management from time to time. The Contractor must be present during the weekly maintenance round of Hospital ; failing which the Hospital reserves the right to impose penalty @ Rs. 2000/- on the contractor for each occasion. During his/her visit he/she has to sign a designated register book for confirmation.

6.3 Besides authorized leave, any worker with unauthorized absence continuously for more than 07 (seven) days need to be terminated by the respective contractor with immediate effect.

6.4 Workers engaged must provide their services as per instructions of respective contractor.

7.0 Workers for providing services :

- a) At present three (03) numbers of Skilled and eight (08) numbers of Unskilled workers are need to be deployed for providing services. Authenticated Cook training certificate having experience of min. 01 (one) year to be submitted for cooks. **On induction they will have to independently cook hospital required items as a test failing which they should not be engaged.**
- b) The contractor shall be responsible for the proper behavior of the staff and shall exercise absolute control over them. The staff should always be properly dressed (as prescribed Apron/ Mask/ Gloves/ Cap) and maintain punctuality & cleanliness at all times. The personnel engaged should have and maintain good health condition. They should be well mannered and should be cordial in dealing with the Staff/Patients/Attendants. Such a worker, if found indisciplined or not well-behaved or not performing as per owner's requirement, must be removed from the services, failing which it will be construed as violation of terms of contract. The VKNRL Hospital will not have any liability, whatsoever due to their retrenchment.
- c) Workers engaged shall be the employees of the Contractor and all statutory obligations like ESI Scheme PF rules etc. should be strictly followed by the respective contractor. Deducted contributory amount (from workers) for PF, ESI etc. must be deposited regularly (monthly) failing which penalty of Rs. 2000/- (Rs. Two thousand) only will be imposed per month.
- d) For the workers not covered under ESI Scheme, alternate provisions like workmen compensation act or other act may be applied as per guide lines of Hospital authority.

- e) The list of staff going to be deployed shall be made available to the Hospital and if any change is required on part of the Hospital fresh list of staff shall be made available by the contractor after each and every change.
- f) For EPF compliance, activation of UAN for individual workers and registration of digital signature of contractor is mandatory. Contractors will be bound by all contemporary developments and rules framed by the statutory authorities.
- g) The Contractor will maintain an attendance register in which day to day deployment of personnel will be entered and **workers must put their signature (daily)**. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the authorized representatives of VKNRL Management and also by other appropriate authority
- h) All liabilities arising out of accident or death while on duty shall be borne by the contractor only.
- i) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste of any hospital property or misuse the areas of the Hospital.
- j) That in the event of any loss occasioned to the Hospital, as a result of any lapse on part of the workers / contractor as may be established after an enquiry conducted by the Hospital, such loss will be repaired / recovered from the amount payable to the Contractor. The decision of the VKNRL Hospital Management in this regard will be final and binding on the agency.
- k) The Hospital shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the VKNRL Hospital Management.
- l) The personnel (supervisor & workers) engaged by the contractor shall be smartly dressed in neat and clean uniform as prescribed by the hospital authority which should be ensured within one month of awarding the contract. The workers are required to display photo identity cards (issued by the contractor or agency) bearing PF a/c no. etc. Failing any of above will invite a penalty of 10% on each occasion. The penalty on this account shall be deducted from the Contractor's monthly bills.
- m) The contractor shall ensure declaration under "Good conduct undertaking" by their workers.
- n) In case any medical treatment is required for the staff engaged, first aid / preliminary treatment will be given here and then he / she will be referred to ESI hospital for further and definitive treatment.
- o) The eight hours shift will normally commence from 06-00 hrs. to 14-00 hrs., 14-00 hrs. and to 22-00 hrs. But the timings of the shift are changeable and can be fixed by the VKNRL Hospital Management from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by the Hospital for double duty, if any.
- p) The workers deployed by the Contractor shall work under overall supervision & direction of the hospital administration. The hospital administration shall specify the services of workers (through the contractor) to be obtained in each shift.

- q) The payment would be made on monthly basis for actual shifts manned/operated by the workers supplied by the contractor and based on the attendance sheets duly verified by the Hospital and other supporting documents. No other claim on whatever account shall be entertained by the Hospital. The Contractor will ensure that workers engaged by him must receive their entitled wages on time.
- r) Attendance of the workers will be recorded through the Biometric Attendance System after its introduction in the hospital. Verification of bills will be based on its report. Late coming will be deducted as per guideline (which will be intimated on introduction).
- s) Contractor shall pay their entitled wages on or before 7th of the subsequent month. It shall not be linked to the payment of the monthly bill. As per mandatory guidelines from Ministry of Labour & Employment, Govt. of India, contractors' have to pay the salary / wages of all employees even if they are working for one day through the bank account of the employees using bulk NEFT / Core Banking upload facility so that the payment to each and every employee can be accounted for.
- t) In order to ensure that such workers get their entitled wages on the last working day or before 7th of the subsequent month and for which the service provider will not be given any relaxation.
- u) While submitting bill for a month, the contractor must fill a certificate certifying the following :
- (i) Wage Sheet of the previous month enclosed.
 - (ii) ESI Contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of the challan enclosed).
 - (iii) EPF contribution relating to workers amounting to Rs._____ was deposited on (date) (copy of the challan enclosed).
- v. Any damage or loss caused by contractor's persons to the Hospital in whatever form would be recovered from the contractor.
- w. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent and contractor is unable to provide suitable substitute in time, the Hospital reserves the right to impose penalty @ Rs . 2000/- (Rs. Two thousand) only per occasion. **Accordingly explanation letter will be issued to the respective contractor. The respective contract will automatically be cancelled if such incidence happened for third time consecutively. The above is applicable for Supervisor also.**
- (b) In case any public complaint is received attributable to misconduct/misbehaviour of contractor's personnel and is assessed as true by hospital administration, a penalty of Rs. 2000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the worker found involved in the incident shall be removed from the Hospital immediately.
- (c) In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Hospital reserves the right to impose the penalty as detailed below:-
- (i) 1% of annual cost of order/agreement per week, up to four weeks' delay.
 - (ii) After four weeks delay the Hospital reserves the right to cancel the contract and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.

x. (a) The contractor shall ensure that its personnel do not at any time, without the consent of the Hospital in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Hospital and shall not disclose any information about the affairs of Hospital. This clause does not apply to the information, which becomes public knowledge.

(b) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the contractor shall stand forfeited.

(c) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

(d) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the Hospital, the VKNRL Hospital Management shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Security Deposit.

y. The Hospital shall not be responsible for providing residential accommodation to any of the employee of the contractor.

z. (a) The Hospital shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Hospital does not recognize any employee-employer relationship with any of the workers of the contractor.

(b) If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the application, it shall be recovered by the Hospital from the contractor.

(c) If any underpayment is discovered, the amount shall be duly paid to the contractor by the Hospital.

(d) The bidder will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

8.0 OBLIGATIONS OF THE CONTRACTOR:

A]. The applicant shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall also comply with all applicable statutory liabilities such as labour laws, etc.

B]. **Applicable Labour Wage:** Applicable labour wage at VKNRL Hospital -

(a) No mobilization advance will be paid to the contractor for execution of the work.

(b) **The contractor is required to follow the rules under Contract Labour (R&A) Act, 1970.**

(c) **Contractor shall have to obtain PF registration number and ESI Registration number and deposit the contribution amount in the individual account of the workers as per provisions of the EPF Act and ESI Act.**

(d) The contractor will not engage minor labour below 18 (eighteen) years of age under any circumstances. The contractor will further comply with the provisions of the following act and indemnify the company against all claims, which may arise out of the following Acts, & Rules framed there-under:

- i. The Contract Labour (Regulation and Abolition) Act, 1970
- ii. The Minimum Wages Act. 1948
- iii. The contractor has to accept full & exclusive liability for compliance with all obligations imposed by **Employee State Insurance Act, 1948.**
- iv. The Payment of Wages Act, 1936
- v. The Payment of Bonus Act, 1965
- vi. Inter State Migrant Workmen (Regulation of Employment & Condition of Service) Act, or any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.

(e) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder will be kept in holiday list apart from other penal actions as deemed fit by VKNRL Hospital.

(f) Contractors / Agencies who are already blacklisted based on unsatisfactory performance during any of the contract tenure with VKNRL Hospital or against whom there is adverse report on committing criminal offence, their offers will be rejected.

9.0 PROCEDURE FOR SELECTION OF CONTRACTORS: Following steps shall be followed for award of the contract :: VKNRL Hospital-Canteen Services

- a) Application documents can be downloaded from the VKNRL Hospital web site www.vknrlh.co.in
- b) Rates of monthly charge has been provided in the Application document.(Annexure-II)
- c) Application document duly signed on each page by the applicant as token of acceptance of rates, terms & conditions, requisite EMD, PAN No., PF No., ESI No. , PRC etc., all enclosed in a sealed envelope as stated in para-9 of Notice Inviting Application.
- d) Applications shall be received till 14-00 hours of last *Date of Submission* of offer.
- e) All application have to be dropped in the Application Box kept at the Administrative Office, VKNRL Hospital, NRLTownship from 14/12/2019 to 28/12/2019 in between 08-00 hrs – 14-00 hrs.
- f) Work order shall be issued to lucky winner which will be selected through lottery.
- g) All bidders may be present at the venue of the lottery.
- h) Waiting list for the contract services consisting of two (02) nos. of applicants/contractors/ agencies shall be created by lottery to meet any future requirement.
- i) The application document of the three (03) shortlisted applicants through lottery will be opened in front of all, and necessary will be checked. If all documents are found to be in order then the applicant will be declared as winner and in case the bid is unfulfilled as regards to application qualifying criteria mentioned in paragraph 08 of *Notice Inviting Application* then it will be cancelled and the documents for the next shortlisted bidder will be considered. In case, all the three (03) shortlisted applicants are disqualified, then re-lottery will be done.

- j) The documents of the other two eligible shortlisted applicants will be retained by the hospital for future requirement if any.
- k) **The unqualified applicants may take back their earnest money deposited in the form of Demand Draft after the lottery within the next one month from the Administrative office, VKNRL Hospital, NRL Township, Numaligarh in between 08-00 hrs – 14-00 hrs.**
- l) The list of successful Applicant/ Contractor in sequence of their selection shall be displayed in VKNRL Hospital Notice Board / VKNRL Hospital website after verification. No correspondence in any form will be entertained after the Lottery is over and VKNRLH's decision will be final.

10.0 **Dispute Resolution**

- (a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by VKNRL Hospital, NRL Township, Numaligarh, Golaghat, Assam-785699.
- (b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Golaghat only.

11.0 **JURISDICTION OF COURT**

The courts at Golaghat shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

SCHEDULE OF WORKER'S RATES

Name of Work: VKNRL Hospital - Canteen Services (Application No.: VKNRL /ADM/ TR/19 /02)

Name of Applicant :

1. The rates "all inclusive". They include, but are not limited to all payroll coats and allowances payroll, taxes, fringe benefits, protective and / or special clothing, construction supplies required for work of a nature included in this contract, overhead, profit, insurance, transportation and travel time.
2. The normal time rates shall apply for all workers worked up to eight (08) hours in a day.

Sl. No.	Category	Monthly Wages (Rs.)
01	Skilled workers	798/- (Basic-569/-)
02	Unskilled workers	577/- (Basic-403/-)

- i. The workers will also be entitled for leave 27 days annually.
- ii. No leave can be en-cashed if not availed during the period.

SIGNATURE OF APPLICANT

Name of Work: VKNRL Hospital - Canteen Services (Application No.: VKNRL / ADM/ TR/19/02)

Name of Bidder :

Schedule of Rates

S. No.	Item Description	Rate per month (Rs.)	
		In figure	In words
01.	VKNRL Hospital Canteen Services (Rate)	340700.00	Rupees Three Lacs Forty Thousand Seven Hundred only
	As per the scope of the work mentioned elsewhere in the Application document including the cost of Labour, PF, ESI Contribution, GST, Service Charge, uniform expenses and other statutory levies on work contract.		
05	Contractor profit @10%		

(Signature of applicant on revenue stamp)

Name :

Date :

Place :

**Name of Work: “VKNRL Hospital – Canteen Services”
(Application No.: VKNRL/ADM/TR/19/02)**

01. NAME OF APPLICANT :
ADDRESS
PHONE NO
02. REGISTRATION NO. & CLASS :
IF ANY
(SPECIFY ORGANISATION)
03. EARNEST MONEY DEPOSIT :
WITH DETAILS
04. PREVIOUS EXPERIENCE :
05. GST CLEARANCE
CERTIFICATE :
06. PAN No issued by Income Tax Dept :
07. Provident Fund Code No. :
08. ESI Code No. :

I/We hereby offer to execute the above mentioned work as per enclosed SOR (Annexure-II) and as per laid down terms and conditions of this Application document.

(SIGNATURE OF APPLICANT)

Date :

Place :

**ACCEPTANCE OF VKNRL HOSPITAL
RATES & TERMS & CONDITIONS**

We confirm that our bid complies with the total commercial requirements of this Application document regarding Terms & Conditions, Monthly Fixed Charge etc. without any deviation.

Seal & Signature of the Applicant

Menu and Rate Chart

Annexure-IV

Sl. No.	Item	Unit	Rate
BEVERAGES			
1	Black Tea	Cup	3/-
2	Milk Tea	Cup	5/-
3	Coffee	Cup	8/-
4	Milk	Glass	15/-
BREAKFAST			
1	Puri- sabji/dal Puri 3no's(one medium size puri 15gm raw ball) Sabji one katori(100 gm)/dal one katori(100 gm)	Plate	20/-
2	Alu-paratha- tomato sauce /chutney Alu-paratha 1no(one medium size Alu-paratha 20 gm raw ball) Tomato sauce /chutney 2tsp(10gm) Dahi 4tsp(20ml)	No.	25/-
3	CholaBhatora Chola 2no's(15gm raw ball each) Bhatora (100 gm, 1 Bowl)	Plate	25/-
4	MuglaiParatha with sauce/chutney One medium size muglaiparatha (20 gm raw ball), sauce/ Chutney- 2tsp	No.	30/-
5	Plain Paratha with sabji/dal One Medium size plain paratha (20 gm raw ball) Sabji (any)- 1 katori (100gm) Dal (any)- 1 katori (100gm)	Plate	20/-
6	Sandwich with tomato sauce Veg 2pc bread with veg stuffing Sauce 2tsp (10gm)	1no	15/-
7	Sandwich with tomato sauce Egg 2pc bread with egg stuffing Sauce 2tsp (10gm)	1no	20/-
8	Sandwich with tomato sauce Chicken 2pc bread with chicken stuffing Sauce 2tsp (10gm)	1no	25/-
9	Omlet (2eggs)	Plate	15/-
10	Corn Flakes with Milk Corn flakes 4 tbsp(60gm) Amultaza milk (100 ml)	Plate	25/-
11	Bread Toast (4pc) + Butter / Jam(2tsp)	Plate	10/-
12	Boiled Egg (2eggs)	Plate	13/-
13	Plain Dosa / Masala Dosa	no.	20/- // 25/-
14	Idly Sambar (2nos.)	Plate	20/-
SNACKS			
1	Veg. Roll Veg stuffed roll one serving(150gm)	No.	20/-
2	Egg Roll Egg stuffed roll one serving (150gm)	No.	25/-
3	Chicken Roll Chicken stuffed roll one serving(150gm)	No.	30/-
4	Veg. Chowmin-Full One serving 200 gm per plate	Plate	25/-
5	Egg Chowmin- Full One serving 200 gm per plate	Plate	30/-

6	Chicken Chowmin- Full One serving 200 gm per plate	Plate	35/-
7	Veg. Chop Serving size 15gm/per chop	No.	8/-
8	Egg chop Serving size 15gm/per chop(one whole egg)	No	8/-
9	Chicken chop Serving size 15gm/per chop	No .	10/-
10	Bread chop Serving size 15gm/per chop	No	5/-
11	Sooji halwa Per serving 60 gm(1/2 katori)	katori	8/-
12	Sooji upma Per serving 60 gm(1/2 katori)	Katori	5/-
13	Cheeda poha Per serving 60 gm(1/2 katori)	Katori	5/-
14	Poha laddu Per serving 10gm	No	5/-
15	Veg fried rice (full) Per serving 200gm	Plate	25/-
16	Egg fried rice (full) Per serving 200gm	Plate	30/-
17	Chicken fried rice (full) Per serving 200gm	Plate	35/-
18	Dahi Vada (2 nos.)	Plate	25/-
19	Sambar Vada (2 nos.)	Plate	25/-
LUNCH			
1	Veg meal Plain Rice one katori (150gm) Chappati medium size 2no's Dal one katori (60gm) One Dry Fry one katori (60gm) Veg curry (100gm) Salad(100gm) Roasted papad (1/2pc) Pickle/chutney 2tsp(10gm)	Meal	35/-
2	Veg. Meal With Paneer Curry Paneer curry serving size one katori (60gm)	Meal	45/-
3	Veg. Meal With Egg Curry Egg curry serving size one katori (60gm)	Meal	40/-
4	Veg. Meal With Chicken Curry Chicken curry serving size one katori (60gm)	Meal	50/-
5	Veg. Pulao full Serving size 200 gm/per plate	Plate	25/-
6	Chicken Pulao Serving size 200gm/per plate	Plate	35/-
7	Veg. Soup Serving size 120 ml/bowl	Bowl	15/-
8	Chicken Soup Serving size 120 ml/bowl	Bowl	25/-

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