



लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान
तेजपुर: असम:पिन: 784001

LGB REGIONAL INSTITUTE OF MENTAL HEALTH

(An Autonomous body under Ministry of Health and Family Welfare, Govt. of India)

Website: www.lgbrimh.gov.in, e - Mail: mail@lgbrimh.gov.in

Post Box No. 15:: FAX No. (03712) 233623

TEZPUR: 784001 :: ASSAM

No. LGB/NAZ/1396/21-22/1039

Date: 23/02/2023

NOTICE INVITING QUOTATIONS

Sealed quotations (Technical Bid and Financial Bid) are invited from the interested firms for running of **Departmental Canteen** at LGBRIMH. For details log on to www.lgbrimh.gov.in.

Sd/-
Director
LGBRIMH



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Date: 23/02/2023

QUOTATION NOTICE

Sealed quotations are invited from the interested firms having experience for last 3 (three) years of running and operating canteen in Government departments/PSUs/Academic institution /Private Organizations of repute and who can cater to the needs of students, staff and visitors to submit tender in two bid system. (Technical Bid & Financial Bid) for running of departmental canteen at LGBRIMH, Tezpur. Terms and conditions are given below:


Terms & Conditions

1. Space at LGBRIMH premises may be allotted to carry out canteen services.
2. The bidders should use commercial cylinders only for cooking purpose.
3. Power supply will be given by the Institute. But energy charge will have to be borne by the bidders. Bills for energy consumption will be given by the Institute which has to be paid within 07 (seven) days from the date of receipt.
4. The canteen should remain open from 08:00 AM to 08:00 PM on all working days from Monday to Saturday. Sunday remain closed for weekly maintenance.
5. Licensee fees of items should be reasonable and similar to market licensee fee.
6. Eco friendly disposable glasses and plates will have to be used for serving of food items.
7. Disposal of waste materials will be the responsibility of the bidders as per rule.
8. Keeping the canteen space clean and hygienic will be the responsibility of the bidders.
9. Toilets & Wash rooms used by the successful bidder and his employees and customers should be cleaned daily before leaving the campus. It will be the sole responsibility of the bidder to keep it clean and hygienic.
10. Cooking foods on fire woods is strictly prohibited.
11. Monthly rents will have to be paid within 1st week of every month.
12. Security deposit amounting Rs. 30,000 in the form of DD/BG/FDR pledged in favor of The Director, LGBRIMH, Tezpur is to be deposited by the successful bidders at the time of allotment.
13. Rent for the spaces are to be quoted by the bidders..
14. The successful bidders shall have to sign the deed of agreements as per the prescribed format.
15. The Director, LGBRIMH, Tezpur, has the right to cancel any or all the quotations without showing any reasons thereof.
16. All legal matters will be within the Tezpur jurisdiction.
17. For details please visit the Institute Website www.lgbrimh.gov.in
18. The quotation should reach the undersigned on or before **12:00 noon of 09.03.2023**. The quotations will be opened on the same day.


(Dr. J. Hazarika)
Purchase Section

Copy to :-

1. The Office of the District Commissioner, Sonitpur, for display on the notice board.
2. NERIWALM, Tezpur, for display on the notice board.
3. Notice Boards of LGBRIMH


(Dr. J. Hazarika)
Purchase Section



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General Terms and Conditions:

1. **Quotation No. should invariably be given at the top of the envelope.**
2. Unsealed quotations will be rejected.
3. The contract for running the canteen will be for **12 months** from the date of award of contract. It may be extended for a further period as may be found necessary and in such an event the renewal agreement shall be executed by both the parties.
4. The quotation should be addressed to the Director, LGBRIMH, Tezpur-784001.
5. The quotation will be opened on **09.03.2023**. In case it is a holiday declared on the date of opening of the quotation, it will be opened in the next working day at the same time.
6. One bidder should not submit more than one quotation, either in his own name or in the name of other. In case, quotation is submitted in the name of a Registered Firm, the PAN No and Registration No. should invariably be in the name of the said Firm.
7. The quotation should be submitted duly filled (Annexure-I) along with Technical Bid
8. The bidder shall submit an undertaking in the prescribed format (Annexure-III- Technical Bid)
9. The Monthly Rent (licensee fees) must be quoted in both words and figures. (Annexure -II - Financial Bid)
10. The bidder must submit attested copy of PAN card, GST and Adhaar Card.
11. Registration or Incorporation or Shop & Establishment Certificate or Trade License Certificate should be enclosed.
12. Quotations may be sent by registered post or put by hand in the box placed at the Reception of Administrative Building of LGBRIMH.
13. Taxes, if any, should be clearly mentioned (in percentage) in the quotation.

14. The Bidder should furnish along with tender an affidavit on Non-judicial stamp paper of appropriate value stating their in as under:-
 - a. That no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
 - b. That the firm is never being blacklisted/panelized/defaulted by any government institutions/hospitals within last 5 years.
 - c. That the firm has deposited up to date Sales Tax and Income Tax (Attach copy of clearance/Return Certificate)

NB: The affidavit must be as per the details mentioned above. Any changes in the text matter are not acceptable & LGBRIMH reserves the right to reject such offers.

15. The Director reserves the right to reject/ accept any or all of the quotation without assigning any reason thereof and also has the right to place order on one or more firms. No correspondence in this regard will be entertained.
16. For any arbitration or legal matters, the jurisdiction shall be at Tezpur only.

Specific Terms and Conditions :

1. The bidder shall be responsible for providing food items during the contract period from 08:00 hrs to 20:00 hrs. In case of any complaint of food poisoning/contamination, the bidder will be held fully responsible for all the consequences arising out of such complaint due to such poisoning/contamination.
2. The bidder has to employ adequate number of staff in order to maintain efficiency and standard desired by the LGBRIMH. All persons engaged by the bidder shall be the bidders own employee and they will claim no privileges from LGBRIMH. The bidder will be directly responsible for the administration of his employees in regard to general discipline, conduct and courteous behavior towards the customers in general. The list of such employees with ID proof, contact no, if any change in employees has to be submitted to the administrative officer of the institute.
3. The bidder will get all his workers medically examined from approved Registered Medical Practitioner recognized by the Indian Medical Council to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are properly dressed in uniform wearing name plates. The bidder will also ensure that neat and clean uniform is provided to his staff.
4. The bidder will be responsible for general cleanliness of crockery cooking utensils, furniture and fittings, etc. in the kitchen as well as canteen hall. The Institute will not provide any cleaning materials / dusters, etc. for the same.
5. Toilets & Wash rooms used by the successful bidder and his employees and customers should be cleaned daily before leaving the campus. It will be the sole responsibility of the bidder to keep it clean and hygienic.
6. Very high standards of hygienic and cleanliness shall be observed in the running of the kitchen, the canteen hall and connected services by the bidder and workers engaged by bidder including those responsible for collection of used utensils and periodic disposal of waste and refuse and ensures required FSSAI Standards.

7. The Canteen shall be opened for catering on all working days from 08:00 hrs to 20:00 hrs. In case the Canteen is to be kept opened beyond these hours. LGBRIMH has the option to direct the bidder to do so.
8. (A) The Canteen shall be for the use of the students, employees of LGBRIMH and their guests, patients and their attendants visiting the Hospital and other persons allowed by LGBRIMH. The bidder shall be responsible for the quality of the foods supplied and for the service.
(B) The Bidder cannot take any article out of the LGBRIMH premise without a Gate – Pass.

(C) Near Relative:

The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT. The detailed guidelines in this regard are given in the following paragraphs: -

The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family,
 - b) They are husband and wife,
 - c) The one is related to the other in the manner as father, mother son (s) & son's wife (daughter-in-law), Daughter(s), & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).
- I. As per government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all DoT employees and in view of this as soon as any DoT employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Archit. / Corporate office under which is posted. For executive employee (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Head / Chief Engineer / Chief Archit. / Corporate office under which he is posted.
 - II. (a) The company or firm or any other person is not permitted to tender for works in DoT Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/ Circle / Chief Engineer / Chief Archit. / Corporate office for non-executive employees and all SSA in a circle including Circle Office / Chief Engineer / Chief Archit. / Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that non of his/ her such near relative is working in the units as defined above where he is going to apply for tender/ work. In case of proprietorship firm certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company. Any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and earnest money/ security deposit will be forfeited at any stage whenever it is so

noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the concerned person will also be debarred for further participation in the concerned unit.

9. A Canteen Management Committee will be nominated by the LGBRIMH to inspect and oversee functioning of Canteen with a view to ensure hygienic and efficient service in the canteen. In case there are repeated failures or lacuna noticed on the part of bidder, the Chairman of the Canteen Committee can impose penalty as deemed fit.
10. The Bidder will ensure that hazardous or inflammable intoxication material is not stored in the canteen premises.
11. (A) The Bidder shall not use the canteen premises for residential purpose, nor sublet or assign the license or use the space provided for running canteen for any other purpose like birthday party, dinner party, lunch party etc. without approval of the Director. The Bidder shall not make any structural additions and alternations to the building.
(B) LGBRIMH will not be in any way responsible for any loss or damage accrued to any good, stores or articles that may be kept by the contractor in the canteen premises including kitchen and other room.
12. Unless other aim specified in the terms & conditions of the tender documents, for pre-mature termination of this agreement, one month notice will be required from either side in writing.
13. The Bidder shall keep in a conspicuous place in the Canteen, the Monthly Rent (licensee fees), list of items and a complaint book to record complaints, if any this book shall be open for inspection by persons duly authorized by LGBRIMH. The contractor shall inform LGBRIMH administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by the first party from time to time.
14. In case of any dispute pertaining to running of the departmental canteen, the matter shall be referred to the Director, LGBRIMH, and his decision will be final and binding on the bidder.
15. The Bidder has a mere permission only to run a running canteen in the LGBRIMH premises during contract period and nothing contained in this document shall be constructed as devolution of right and interest over the LGBRIMH premises or any part thereof and shall not give rise to any legal title or to the bidder.
16. The Bidder will bring all crockery/ utensils for the purpose of making and serving including Gas Burner /Induction cook top/ Refrigerator.
17. The Bidder shall pay electricity charges in addition to monthly rent, in form of local cheque or Banker's cheque or Bank Draft. Garbage clearing charge will be borne by the bidder at his own.
18. The Bidder shall pay a sum of Rs. 30,000/- towards Performance Security to Director, LGBRIMH, Tezpur. The Security Deposit shall be released only after 2 months from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory of work. The Director, LGBRIMH reserves the right to recover any statutory dues or other dues from the Security Deposit.
19. In case bidder does not vacate the premises after the expiry of the date of agreement, a penalty of Rs. 1000/- per day may be imposed on the bidder.
20. The Director, LGBRIMH reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons. VIP movement, for some special event or for

- meeting of any other statutory obligations without any compensation to the bidder with prior information to the bidder.
21. The bidder, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.
 22. The bidder shall employ only such servants above 18 years of age as such shall have good character well behaved and skillful in their business, it shall also furnish to the Hospital Administration in writing the name, parentage, age, residence, specimen signature or thumb mark of servants whom it proposed to employ for the purpose of this contract before they are employed and hospital shall be at liberty to forbid the employment of any person whom it may consider unnecessary.
 23. The bidder his agents/servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of Licensor intentionally otherwise by the licensee, his employees or invitees or customers, Hospital shall be entitled to repair the damage or make the requisite replacement and to call upon licensee to reimburse the cost thereof in which the licensee undertakes to pay for the-same on demand. The decision of Licensor in this regard shall be final and binding.
 24. The Director, LGBRIMH will not recognize any association of Traders and in case any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the bidder alone and no collective representation/ bargaining will be entertained. The decision of the Director, LGBRIMH in this regard shall be final and binding.
 25. The Bidder shall comply with any other instructions which may be issued from time to time by the Director, LGBRIMH management.
 26. It will be the sole responsibility of the Bidder to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract
 - Employment of Children Act
 - Workmen compensation Act
 - Employment of Labor/Contract Labor Act
 - Industrial Employment Act
 - Contract labor Abolition and Regulation Act 1970
 - Minimum Wages Act
 - Employment Provident Fund Act
 - Any other act or legislation which may govern the nature of the contract.
 - Any other law or act or rules as may be forced and made applicable to the workmen/supervisor/other persons as may be deployed by the contractor for carrying out the assigned jobs involving use of skilled, semi-skilled workers. The LGBRIMH will not accept any legal & financial liability in this regard.
 27. The Bidder shall submit an undertaking in the prescribed format (Annexure- III) along with the Technical bid.

Special terms & Conditions:

- a) Adequate crowd and queue management to be ensured.
- b) Staff/Waiter/Service Boys/Service Girls to wear mask and hand gloves and take other required precautionary measures.
- c) Bidder to arrange soap and sanitizer for hand wash.
- d) Other advisories issued by the Govt. of India, State and District Administration on the subject should strictly be adhered to.

Quotations for Operating Departmental Canteen

TECHNICAL BID

(To be kept separately in a sealed cover super scribing 'Technical Bid' on the top)

Sl. No.	Description	Particulars
	Name of the Bidder/Firm/Company	
1.	Address	
2.	Aadhar Card (certificates to be attached)	
3.	Name of the authorized representative	
4.	Contact No.	
5.	Email:	
6.	Registration or Incorporation or Shop & Establishment or Trade Licence No. (certificates to be attached)	
7.	GST and PAN No. (certificates to be attached)	
8.	An affidavit of non-judicial stamp paper of Rs. 100/- as per Clause no. 14 of General Terms & Conditions.	
10.	Experience Certificate	

Signature of the Bidder.....

Name.....

Designation.....

Address.....

Date.....

Place.....



Quotations for Operating Departmental Canteen

FINANCIAL BID

(To be kept separately licensee fee in a sealed cover super scribing ‘Financial Bid’ on the top)

Sl. No.	Description	Particulars
1.	Name of the Bidder/Firm/Company	
2.	Address	
3.	PAN No.	
4.	Contact Number	
5.	Email	
6.	Monthly Rent (licensee fees) for using Departmental Canteen LGBRIMH Premises	Monthly Pay Rs..... Taxes if any Total Payment:.....

Signature of the Bidder.....

Date.....

Place.....

Seal

Name.....

Designation.....

Address.....

.....

Undertaking

Quotation Calling No.

Date.....

Name and address of the Firm

To,

The Director
LGB Regional Institute of Mental Health
Tezpur, Dist, Sonitpur, Assam- 784001

Sir,

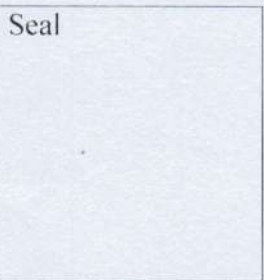
I/We the undertaking certify that I/We have gone through the terms and conditions mentioned in the tender documents and hereby undertake to agree and comply with them in its entirety.

I/We understand that in case of breach of any of the terms and conditions committed on my/our part, the contract for operating and running of Hospital canteen will be liable to be terminated.

Signature of the Bidder.....

Date.....

Place.....



Name.....

Designation.....

Address.....

.....

AGREEMENT OF CANTEEN

An AGREEMENT made on BETWEEN LGBRIMH, Tezpur, herein after called the Director, which expression shall include its successor and assignees of the FIRST part and M/s. Herein after called the "CONTRACTOR" which expression shall include his heirs, executors his heirs, executors, administrators and legal representative of the SECOND part.

TERMS AND CONDITIONS OF THE AGREEMENT FOR RUNNING THE CANTEEN AT LGBRIMH, TEZPUR, WILL BE AS UNDER.

1. The bidder shall be responsible for providing food items during the contract period from 08:00 hrs to 20:00 hrs. In case of any complaint of food poisoning/contamination, the contractor will be held fully responsible for all the consequences arising out of such complaint due to such poisoning/contamination.
2. The bidder has to employ adequate number of staff in order to maintain efficiency and standard desired by the LGBRIMH. All persons engaged by the bidder shall be the bidders own employee and they will claim no privileges from LGBRIMH. The bidder will be directly responsible for the administration of his employees in regard to general discipline, conduct and courteous behavior towards the customers in general. The list of such employees/ with ID proof, contact no. if any change in employees has to be submitted with the administrative officer of the institute.
3. The bidder will get all his workers medically examined from approved Registered Medical Practitioner recognized by the Indian Medical Council to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are properly dressed in uniform wearing name plates. The bidder will also ensure that neat and clean uniform is provided to his staff.
4. The bidder will be responsible for general cleanliness of crockery cooking utensils, furniture and fittings, etc. in the kitchen as well as canteen hall. The Institute will not provide any cleaning materials / dusters, etc. for the same.
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6. Very high standards of hygienic and cleanliness shall be observed in the running of the kitchen, the canteen hall and connected services by the bidder and workers engaged by bidder including those responsible for collection of used utensils and periodic disposal of waste and refuse and ensures required FSSAI Standards.
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8. (A) The Canteen shall be for the use of the students, employees of LGBRIMH and their guests, patients and their attendants visiting Hospital and other persons allowed by LGBRIMH. The bidder shall be responsible for the quality of the foods supplied and for the service.
(B) The Bidder cannot take any article out of the LGBRIMH premise without a Gate – Pass.
(C) The near relatives of all DoT Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of DoT.

9. A Canteen Management Committee will be nominated by the LGBRIMH to inspect and oversee functioning of Canteen with a view to ensure hygienic and efficient service in the canteen. In case there are repeated failures or lacuna noticed on the part of bidder, the Chairman of the Canteen Committee can impose penalty as deemed fit.
10. The Bidder will ensure that hazardous or inflammable intoxication material is not stored in the canteen premises.
11. (A) The Bidder shall not use the canteen premises for residential purpose, nor sublet or assign the license or use the space provided for running canteen for any other purpose like birthday party, dinner party, lunch party etc. without approval of the Director. The Bidder shall not make any structural additions and alternations to the building.
(B) LGBRIMH will not be in any way responsible for any loss or damage accrued to any good, stores or articles that may be kept by the contractor in the canteen premises including kitchen and other room.
12. Unless other aim specified in the terms & conditions of the tender documents, for pre-mature termination of this agreement, one month notice will be required from either side in writing.
13. The Bidder shall keep in a conspicuous place in the Canteen, the Monthly Rent (licensee fees) list of items and a complaint book to record complaints, if any this book shall be open for inspection by persons duly authorized by LGBRIMH. The contractor shall inform LGBRIMH administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by the first party from time to time.
14. In case of any dispute pertaining to running of the departmental canteen, the matter shall be referred to the Director, LGBRIMH, and his decision will be final and binding on the bidder.
15. The Bidder has a mere permission only to run a running canteen in the LGBRIMH premises during contract period and nothing contained in this document shall be constructed as devolution of right and interest over the LGBRIMH premises or any part thereof and shall not give rise to any legal title or to the bidder.
16. The Bidder will bring all crockery/ utensils for the purpose of making and serving including Gas Burner /Induction cook top/ Refrigerator.
17. The Bidder shall pay electricity charges in addition to monthly rent, in form of local cheque or Banker's cheque or Bank Draft. Garbage clearing charge will be borne by the bidder at his own.
18. The Bidder shall pay a sum of Rs. 30,000/- towards Performance Security to Director, LGBRIMH, Tezpur. The Security Deposit shall be released only after 2 months from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory of work. The Director, LGBRIMH reserves the right to recover any statutory dues or other dues from the Security Deposit.
19. In case bidder does not vacate the premises after the expiry of the date of agreement, a penalty of Rs. 1000/- per day may be imposed on the bidder.
20. The Director, LGBRIMH reserves the right to withdraw / temporarily suspend the specified area of the license premises due to security reasons. VIP movement, for some special event or for meeting of any other statutory obligations without any compensation to the bidder with prior information to the bidder.
21. The bidder, his agents and servants shall not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary situation prejudicial to the public health.

22. The bidder shall employ only such servants above 18 years of age as such shall have good character well behaved and skillful in their business, it shall also furnish to the Hospital Administration in writing the name, parentage, age, residence, specimen signature or thumb mark or servants whom it proposed to employ for the purpose of this contract before they are employed and hospital shall be at liberty to forbid the employment of any person whom it may consider unnecessary.
23. The bidder his agents/servants shall not damage the premises or any part thereof. In the event of any damage being caused to the property of Licensor intentionally otherwise by the licensee, his employees or invitees or customers, Hospital shall be entitled to repair the damage or make the requisite replacement and to call upon licensee to reimburse the cost thereof in which the licensee undertakes to pay for the same on demand. The decision of Licensor in this regard shall be final and binding.
24. The Director, LGBRIMH_ will not recognize any association of Traders and in case any negotiation/ bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto for which negotiations should be sought by the bidder alone and no collective representation/ bargaining will be entertained. The decision of Director, LGBRIMH in this regard shall be final and binding.
25. The Bidder shall comply with any other instructions which may be issued from time to time by the Director, LGBRIMH management.
26. It will be the sole responsibility of the Bidder to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract
 - Employment of Children Act
 - Workmen compensation Act
 - Employment of Labor/Contract Labor Act
 - Industrial Employment Act
 - Contract labor Abolition and Regulation Act 1970
 - Minimum Wages Act
 - Employment Provident Fund Act
 - Any other act or legislation which may govern the nature of the contract.
 - Any other law or act or rules as may be forced and made applicable to the workmen/supervisor/other persons as may be deployed by the contractor for carrying out the assigned jobs involving use of skilled, semi-skilled workers. The LGBRIMH will not accept any legal & financial liability in this regard.
27. The Bidder shall submit an undertaking in the prescribed format (Annexure- III) along with the Technical bid.

Signature of the Contractor

Witness:

- 1.
- 2.
- 3.

Signature of the Director, LGBRIMH or Authorized Signature