

THE PHARMACEUTICAL CORPORATION (IM) KERALA LTD.

KUTTANELLUR P.O, THRISSUR – 680014

(A Government of Kerala Undertaking)

ISSUE LETTER

TENDER NO. OUSHADHI/E4-38/13/2024-25

E - Tenders are invited by The Pharmaceutical Corporation (IM) Kerala Ltd. (Oushadhi), Kuttanellur P.O, Thrissur – 680 014 from the reputed and licensed Agencies / Contractors for executing the following work.

1	Name of Work	Running of canteen for Hospital and visitors at Panchakarma Hospital & Research Institute, Shornur Road, Thrissur
2	Estimate Amount	Rs.9,07,116/- (including GST)
3	Earnest Money Deposit (EMD)	Rs.9,071/-
4	Tender Submission Fee	Rs. 1,770/- (including GST)
5	Tender Documents	can be downloaded from the website www.etenders.kerala.gov.in
6	Last date and time of Receipt of Tender/Bid	01/01/2025, 5.00 pm
7	Date and Time of Opening of Tender	03/01/2025, 3.00 pm
8	Pre-bid Meeting Date and Venue	18/12/2024, at Oushadhi Office, Kuttanellur

Managing Director

Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for running Canteen on contract basis at Oushadhi Panchakarma Hospital & Research Institute, Shornur Road, Thrissur - 22. The tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A. Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.

B. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** 18/12/2024
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on

www.etenders.kerala.gov.in. Manual submission of bids will not be accepted under any circumstances.

- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (**helpetender@gmail.com/ etendershelp@kerala.gov.in**), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- viii. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C. Documents Comprising Bid:

- i) The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):**

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

1. Preliminary Agreement – Stamp paper worth Rs.200/- (Appended)
2. FSSAI Registration Certificate
3. Copy of the GST Registration Certificate, Copy of PAN card
4. PF & ESI Registration Certificate
5. EMD Exemption Certificate (MSME Units having Udyog Aadhar Registration)
6. Duly Signed Tender Document

7. Copy of Experience Certificate for 3 years, preferably operating Ayurveda Hospital canteen.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii) The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

iii) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs.1,770/- (including 18% GST) and Earnest Money Deposit of Rs.9,071/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. In the case of successful bidders EMD will be adjusted towards SD.

iv) Security Deposit

On acceptance of the tender, within the period specified by the company, the contractor shall deposit as security a sum of Rs. 1,00,000/- (One Lakh Only) as security deposit. Security can be made through RTGS/NEFT. No interest will be paid on this amount. The same will be refunded when the contract is over and canteen premises are handed over to the Company and all dues from the contractor have been settled.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	29	Punjab and Maharashtra Cooperative Bank
2	Axis Bank	30	Punjab National Bank
3	Andhra Bank	31	Punjab and Sind Bank
4	Bandan Bank	32	RBL Bank
5	Bank of Bahrain and Kuwait	33	Saraswat Cooperative Bank
6	Bank of Baroda	34	ShamraoVithal Cooperative Bank
7	Bank of India	35	South Indian Bank
8	Bank of Maharashtra	36	Standard Chartered Bank
9	Bassein Catholic Co-operative Bank	37	State Bank of India
10	BNP Paribas	38	Syndicate Bank
11	Canara Bank	39	Tamilnad Mercantile Bank
12	Catholic Syrian Bank	40	Tamilnadu Cooperative Bank
13	Central Bank of India	41	The Kalyan Janata Sahakari Bank
14	City Union Bank	42	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
15	Corporation Bank	43	UCO Bank
16	Cosmos Bank	44	Union Bank of India
17	DCB Bank	45	United Bank of India
18	Dena Bank	46	Vijaya Bank
19	Deutsche Bank	47	IDBI Bank
20	Dhanalaxmi Bank	48	Indian Bank
21	Federal Bank	49	Indian Overseas Bank
22	HDFC Bank	50	IndusInd Bank
23	ICICI Bank	51	Jammu & Kashmir Bank
24	Kotak Mahindra Bank	52	Janata Sahakari Bank

25	Lakshmi Vilas Bank	53	Karnataka Bank
26	Mehsana Urban Co-op Bank	54	Karur Vysya Bank
27	NKGSB Co-operative Bank	55	YES Bank
28	Oriental Bank of Commerce		

B) Internet Banking Options (Corporate)			
1	Bank of Baroda	19	Karur Vysya Bank
2	Bank of India	20	Kotak Bank
3	Bank of Maharashtra	21	Laxmi Vilas Bank
4	BNP Paribas	22	Oriental Bank of Commerce
5	Canara Bank	23	Punjab & Maharashtra Coop Bank
6	Catholic Syrian Bank	24	Punjab & Sind Bank
7	City Union Bank	25	Punjab National Bank
8	Corporation Bank	26	RBL Bank
9	Cosmos Bank	27	Shamrao Vitthal Co-operative Bank
10	Deutsche Bank	28	South Indian Bank
11	Development Credit Bank	29	State Bank of India
12	Dhanalaxmi Bank	30	Syndicate Bank
13	Federal Bank	31	UCO Bank
14	HDFC Bank	32	Union Bank of India
15	ICICI Bank	33	UPPCL
16	Indian Overseas Bank	34	Vijaya Bank
17	Janta Sahakari Bank	35	Axis Bank
18	Jammu & Kashmir Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

- * Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs.50/- and maximum of Rs.150/-*
- * Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

v) SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Sd/-

Managing Director

GENERAL CONDITIONS

1. The cost of tender document is Rs. 1,770/- (including 18% GST) which is to be remitted through online.
2. The tenderer must remit EMD of Rs.9071/- through online. Bidders who have secured exemption from individual EMD payments, need not do this except when special earnest money is asked to be deposited. Such EMD exemption certificate/document needs to be scanned and submitted online along with the bid, failing which the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
3. The successful tenderer should enter into an agreement with The Pharmaceutical Corporation (IM) Kerala Ltd for the successful completion of the contract, within 10 days on receipt of work order failing which EMD remitted will be confiscated and work will be awarded to the next lowest bidder or retendered at the risk and cost of the successful tenderer.
4. The contractor has to provide by himself the Utensils, gas (LPG) and all other ingredients required for cooking purpose. Fuel to be used for cooking will only be LPG.
5. Furniture for use within the canteen premises will be provided by the Company.
6. The Contractor shall pay a sum of Rs.25,000/- per month as a rent for canteen.
7. The electricity and water charges shall be paid by the contractor.
8. Tender will remain valid for a period of one year from the date of awarding of contract. If any tenderer withdraws during the validity period, his/her Security Deposit will be forfeited.
9. All manpower required for cooking, serving and cleaning work shall be under own arrangements of the contractor.
10. The Contractor will be responsible for such conduct of the persons engaged by him in the hospital which will be conducive for maintaining the harmonious atmosphere in the hospital premises and will be responsible for any act commission and omission of such persons.
11. The Contractor shall maintain the Canteen premises, furniture, utensils and equipment in clean and hygienic conditions and shall be responsible for the safe and careful custody and use of all such items entrusted to him and shall always strictly carry out the directions given by the Company in this behalf, including washing of the Canteen

Hall and Kitchen at least once a day. For this purpose of cleaning, he should procure all materials necessary for cleaning.

12. Arrangements to be made for Tea/Coffee/Break Fast/Lunch/Tiffin and Snacks on regular basis based on deployment of manpower in Shifts.
13. All the arrangements for cooking and keeping food warm and providing hot water will be made by the agency. Only boiled water should be given for drinking.
14. All the arrangement of servicing and arrangement of good quality food items to be done by the Agency.
15. All the edible items should be of good quality, prepared in fresh coconut oil. The Company/Committee constituted by company reserves the right to inspect the materials at any time. If it is found that raw material for food of inferior quality is used, the contract would be terminated immediately and the tenderer would be blacklisted.
16. Cooking oil shall not be reused. The contractor shall take away the used oil from the canteen on daily basis and dispose the same in an environment friendly manner.
17. The Contractor will have to provide employees with proper uniforms for service in the canteen and also for the service in office areas.
18. The timings of the canteen will be as prescribed by the Company from time to time subject to change. Skeleton services will also be provided beyond office hours as and when required.
19. The contractor will be required to provide canteen service in the canteen premises.
20. The contractor shall employ only such persons as are declared medically fit. No such employee will be under the age of 18 years. Documentary evidence will be provided by the contractor. Age of the persons engaged by the tenderer shall be between 18 and 60 years.
21. Materials used for cooking purpose Tea, Coffee, Spices and Food stuffs, Vegetable Oil etc. should be of good quality only.
22. 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 Company.
23. The contract will be awarded for 1 year. It is to start from the date of signing the Agreement. No rate will be revised during the period of contract period.
24. 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

minimum wages to the engaged staff. The Contractor shall ensure remittance of EPF, ESI, GST, TDS contributions for his employees from time to time. Notifications issued from time to time wrt EPF and Bonus etc. as per Employees Provident Fund Act and Bonus Act amended from time to time.

25. Necessary insurance coverage shall be taken for all the employees deployed for operating the Canteen.
26. The contractor shall bear all the expenses for running the canteen and hospital shall not in any manner be liable for any damage caused on incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to the workmen during discharging of their duties.
27. The Company 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 these 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 Company also.
28. The contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 (hereinafter referred as the contractor labour Act) and all other requisite licenses at his own cost from the Appropriate Authorities and comply with the terms and conditions of the licence(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 an 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.
29. All rules as per FSSAI shall be followed in canteen operation.
30. The food items supplied shall be contamination-free and fresh. No left-over or balance or refrigerated food item shall be served (veg & Non-veg)
31. Under no circumstances any of the contractor's employees will stay in the Hospital premises beyond canteen hours after closing the canteen. They will ensure that the canteen rooms are properly locked. The access to the space allotted to the contractor will be as per the conditions and in the mode as prescribed and regulated by the

Company from time to time which will be binding on him and his employees. The company reserves the right to inspect the premises allotted to the contractor including the canteen store at any time.

32. Agreement may be renewed by the Company on such terms and conditions as may mutually be agreed upon between the parties. The O/o The Pharmaceutical Corporation (IM) Kerala Ltd, reserves the right to cancel the contract at any time after giving one month's notice, if it is not satisfied with the working of the said contractor. The decision of Managing Director of The Pharmaceutical Corporation (IM) Kerala Ltd in this regard shall be final and will be binding on the contractor. The contractor, if so desires, may seek termination of the contract by giving written notice of not less than 3 months duration during the agreement period.
33. The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of hospital. 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.
34. Under exceptional circumstances the Company reserves the right to change any term and condition as and when warranted.
35. The contractor shall supply food items to employees at the price agreed against coupons printed and issued to the employees by the company. The rate (coupon value) agreed upon and fixed for different items shall be firm for the entire period of contract.
36. The contractor shall collect coupons from the employees against supply of food items. Used /collected coupons shall be submitted to the company for payment. Bills should be on letter head with address seal and signature of the contractor with the details of coupons surrendered and the amount. The payment against coupon shall be made once in a Month.
37. The contractor shall make his own arrangements for collection and disposal of canteen waste at his own cost.
38. In case of any dispute arising out of the interpretation of the terms and conditions of the tender conditions/contract, the decision of the Managing Director, The Pharmaceutical Corporation (IM) Kerala Ltd will be final and binding.

39. The contractor will not further sub-contract the contract to any other party. In case the contractor is found having sub-contracted this contract, the contract will be terminated without any notice and security deposit will be forfeited.
40. The contractor should have experience in running a canteen catering at least 3 years.
41. Force Majeure
Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.
42. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.
43. If any case the contractor violates the terms and conditions of the contract, contract will be cancelled and the Security Deposit will be forfeited.
44. The hospital campus is a 'No smoking zone' hence sale and use of tobacco is prohibited. The sale and use of liquor (alcohol) is also strictly prohibited in canteen area.
45. The tenderer can visit the work site prior to the submission of the tender.
46. The contractor will vacate the canteen and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract.
47. The Managing Director reserves the right to accept or reject the tender without assigning any reason whatsoever. The decision of the Managing Director will be final.
48. Any clarification regarding the tender can be had from the office during working hours on all working days.

Sd/-

Managing Director,
The Pharmaceutical Corporation
(IM) Kerala Ltd.(Oushadhi)
Kuttanellur, Thrissur – 680 014.

SIGNATURE OF THE TENDERER

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered into on this day of.....
Between The Pharmaceutical Corporation (IM) Kerala Ltd (Oushadhi) (Hereinafter called ACCEPTING AUTHORITY on one part and Shri.....(name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the Running of canteen for Hospital and visitors at Panchakarma Hospital & Research institute, Shornur Road Thrissur and where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit an sum of Rs..... (as per Tender Document). Which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the ACCEPTING AUTHORITY results, the same will be recovered from him as arrears of revenue but should it be a saving to ACCEPTING AUTHORITY the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as ACCEPTING AUTHORITY may decide.

Now therefore this present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supersede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. Running of canteen for Hospital and visitors at Panchakarma Hospital & Research institute, Shornur Road Thrissur
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract within the period stipulated, ACCEPTING AUTHORITY may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by ACCEPTING AUTHORITY can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of ACCEPTING AUTHORITY or any other officer or officers authorised by ACCEPTING AUTHORITY taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such

authorised officer or officers shall be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to ACCEPTING AUTHORITY under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as ACCEPTING AUTHORITY. may deem fit in this regard.

In witness where of Sri....., The Pharmaceutical Corporation (I.M) Kerala Ltd. and Sri..... Contractor, have set their hands on the day and year first above written,

Signed by Sri..... The Pharmaceutical Corporation (I.M) Kerala Ltd.

In the presence of witness

1.....

2.

Signed and delivered by Sri., Contractor in the presence of witness

1.....

2.