



St.John's National Academy of Health Sciences

CBCI SOCIETY FOR MEDICAL EDUCATION

St. John's National Academy of Health Sciences,
John Nagar, Sarjapur Road, Bangalore 34.

NOTICE INVITING TENDER TO LICENCE THE CANTEEN FACILITY AT St. JOHN'S MEDICAL COLLEGE HOSPITAL PREMISES

- Issue of Tender Documents : From **15-12-2009 to 26-12-2009**
(9.00 AM to 4.30 PM on all working days)
- Last date of receipt of sealed tender : **up to 3 p.m. on 29-12-2009**
- Date of tender opening : **30-12-2009**
- Time of opening : 11 a.m.
- Place of opening : Office of the Secretary, CBCI Society for
Medical Education, St. John's National,
Academy of Health Sciences.

Sealed tenders are invited for licensing the canteen facility as detailed in Annexure I on "as is where is basis". Offers duly completed should reach the Accounts Department, office of the Secretary, C.B.C.I. Society for Medical Education, St. John's National Academy of Health Sciences, John Nagar, Sarjapur Road, Bangalore 34, with a Demand draft towards **EMD Amount of Rs. 50,000/-** drawn in favour of the Secretary, CBCI Society for Medical Education on or before 3 p.m. on **29-12-2009**.

Tenders will be opened on **30-12-2009 at 11AM**

Cost of Tender is **Rs.1000/-** to be paid in cash or in the form of DD payable to Secretary, CBCI Society for Medical Education



St.John's National Academy of Health Sciences

The tenderers may submit tender documents obtained by down-loading from the web site www.stjohns.in. They are required to enclose a Demand Draft for Rs.1,000/- (Rupees One thousand only) drawn in favour of the Secretary, C.B.C.I. Society for Medical Education towards the cost of the Tender Document in addition to EMD along with the sealed quotation. Quotation received without Demand Draft towards cost of Tender Document/EMD will be rejected.

1. The Bidding System will be in Two Parts:-
 - a) Technical Bid
 - b) Commercial / Price Bid

a. Technical Bid

1. The Tenderers are required to submit both Technical Bid & Commercial / Price Bid in separate sealed covers in the formats enclosed to the Tender Document (i.e. Annexure-A & Annexure-B).

The tenderers are required to submit “Technical Bid”, “Commercial / Price Bid” and “EMD” in three separate sealed covers super scribing clearly as: “Technical Bid”, “Commercial / Price Bid” and “EMD for Licensing of Canteen”

The Technical Bid & Commercial / Price Bid submitted without putting in separate sealed covers will be summarily rejected. Tenders shall be super scribed on the Envelopes “TENDER FOR LICENSING CANTEEN.

The main sealed cover should be addressed to the Secretary, C.B.C.I. Society for Medical Education, St. John’s Medical College and Hospital, Sarjapur Road, Bangalore

The tenderers should mention their address on envelopes.

The envelopes containing tenders shall be properly sealed on both sides. Tenders received in envelopes which are not sealed properly shall be rejected straightaway.

2. The Bidders shall enclose copies of all relevant documents / certificates as specified in the Technical Bid format. If the concerned document / certificate is not applicable to the bidder, the same shall be mentioned specifically with reasons by the bidder. The Technical Bid will be rejected outright, if copies of any document / certificates as mentioned in the Technical Bid Format are not enclosed along with the quotation. No column in Technical Bid shall be left blank.



St. John's National Academy of Health Sciences

3. The Technical bid will be opened on 30-12-2009 at 11 a.m. at the office of the Secretary, C.B.C.I. Society for Medical Education in the presence of tenderers or their authorized representatives. The tenderers whose offers satisfy the Technical details prescribed by the Secretary, C.B.C.I. Society for Medical Education, will be qualified for opening of Commercial bids.

4. Any correction / overwriting etc. should be initialed by the Tenderers.

b) **Commercial / Price Bid** :-

1. The License Fee shall be quoted by the Bidder in the Commercial / Price Bid format.

2. **The minimum licence fee is fixed at Rs. 3,50,000/- per month plus Service Tax. Any bid less than the reserved minimum licence fee would be rejected.**

II. **Earnest Money Deposit: EMD amount Rs.50,000/-** (Rupees Fifty thousand only) in the form of DD drawn in favour Secretary, C.B.C.I. Society for Medical Education, should accompany in a separate sealed cover.

a) Technical bid without EMD amount will be rejected.

b) The EMD of the Successful Bidder will be adjusted against the Security deposit at the time of executing the Agreement.

c) In case the successful bidder does not accept the offer and does not execute licence agreement with the Licensor within a period of 10 days from the date of allotment letter, the EMD will be forfeited.

d) The EMD in respect of the un-successful bidders will be returned without interest after finalization of the licence in favour of the successful bidder.

III **License Term, Notice Clause & Security Deposit** :-

1. The License will be for a period of **one year** from the date of signing the agreement.



St. John's National Academy of Health Sciences

2. The Licensor or the License will have the right to terminate the License (Agreement) by giving three months advance notice from either side or on payment of three months licence fee in lieu of notice.

3. The successful bidder shall execute a License Agreement with all the terms & conditions mentioned in the draft Agreement approved by the Licensor. A draft agreement is appended as Annexure C. Stamp duty for the License Agreement shall be borne by the Licensee.

The canteen facility as detailed in Annexure I is given on licence on “As is where is basis” and the licensor will not be responsible for any repair/renovation work etc during the licence period.

4. The successful bidder is required to deposit three months License fee as Security Deposit with the **Licensor**, viz the Secretary, C.B.C.I. Society for Medical Education, within 10 days of issue of allotment letter or at the time of executing the Agreement, whichever is earlier. The Security Deposit amount will not carry any interest and will be refunded to the Licensee on vacating the premises as per License Agreement, after adjusting the dues of the licensee at that time, if any.

IV Rights & Responsibilities of Licensee

1. The Licensee shall not use the premises offered for any other purpose except for the purpose of running the canteen.

2. The Licensee will not make any structural alterations or civil works to the premises, except for minor modifications, if any, with the prior written permission from the Licensor.

3. The Licensee has to pay the monthly licence fee on or before 10th of every month regularly commencing from the date of occupation of the premises. The Licensee shall also be liable to pay the charges for consumption of water and electricity during the License period as per BWSSB and BESCOM rates.

4. The Licensee shall keep the said premises in good condition at all times during the License period and deliver the same including electrical and other fittings, fixtures, appliances,



St.John's National Academy of Health Sciences

equipment, furniture etc. back to the Licensor in good condition on the expiry or termination of the License.

5. The Licensee has to serve food preparations, including Vegetarian, North Indian Vegetarian, Non Vegetarian, Chat Items, Soft drinks, ice creams as specified Annexure – II (not less than the quantity mentioned therein) to customers and **at the price fixed** therein. The quantity & rates shall not be altered by the Licensee without the prior written permission of the Licensor. Also, no fresh items shall be added to, or the existing items be deleted from the schedule appearing at Annexure –II without the prior written permission of the Licensor.

6. The Licensee shall not carry on any offensive trade or business in the said premises nor shall store nor carry on any activity, which is prohibited by law. Sale or consumption of alcoholic drinks are not allowed.

7. Service Tax and other statutory requirements shall be levied as per applicable norms and the licensee is liable for their payment.

8. The Licensee shall not assign his interest in the premises nor sub-let or permit occupancy of the same either in full or in part to any third person whosoever. Any modifications / additions / changes done to the premises etc., will be borne by the licensee even though carried out with the Licensor's prior permission and no claim for such modification / additions / changes lie on the Licensor.

9. The Licensee shall indemnify the Licensor against all actions, claims, demands and expenses on account of any breach by the Licensee or any of the terms of the License and shall allow the Licensor or his representatives to inspect the said premises offered on License at all reasonable times for satisfying themselves that all the terms and conditions are observed by the Licensee.

10. The Licensee is required to maintain the said premises in good condition and furnish an undertaking to complete any repairs whenever warranted at his cost and to keep the premises open for the purpose agreed to.



St. John's National Academy of Health Sciences

11. The Licensee shall be responsible for the security and safeguarding of the premises during the tenure of the License. The Licensee shall arrange a comprehensive insurance cover policy for the premises and the properties inside the premises and shall provide a copy of the said policy to the Licensor. Premium towards the said insurance policy should be borne by the licensee.
12. It shall be the obligation of the Licensee to attend to maintenance and taking care of all capital items provided by Licensor in the premises and the Licensee shall deliver back the possession of all such items at the end of the License period in the same condition as it was given by Licensor.
13. Should the Licensee be declared bankrupt or commit breach of any of the terms and conditions of this License, Licensor shall be entitled to cancel the License and stop the Licensee from using the facilities, in which event the Security Deposit paid by the Licensee shall stand forfeited.
14. The Licensee shall allow authorized representative of Licensor for inspection of the premises as and when required.
15. In the event of there being any change in the constitution / legal status of the Licensee, the Licensee shall immediately notify about such change along with all relevant documents, approvals, etc. for approval of the Licensor. In case such change in the constitution is not accepted by the Licensor, the License shall stand terminated, in which event the Licensee shall, within 30 days, vacate the premises without giving room for initiating any legal action for vacating.
16. It will be the responsibility of the licensee to obtain necessary licence or permission, if any, from the concerned authority at his cost.
17. The Licensee has to deposit a sum of Rs.10,000/- with the Licensor, which is refundable, towards maintenance of cleanliness around the facility. If the Licensee fails to keep the area clean, the Licensor will take up the cleaning work and the expenses so incurred shall be



St.John's National Academy of Health Sciences

recovered out of the deposit made by the Licensee and balance amount will be refunded to the licensee.

V Rights and Responsibilities of Licensor

1. The Licensor shall enable the Licensee to use the premises offered on License without any disturbance from the Licensor subject to the conditions of licence agreed to by the Licensee.
2. The Licensor will not, in any way, be responsible for any transactions carried on between the Licensee and his Customers / Suppliers or any other constituents related to the employees / persons employed by him.
3. The Licensor reserves the right to accept or reject any or all quotations without requiring giving any reason what so ever.

VI General

1. It is understood that this licence does not contemplate transfer of interest of any kind in the said premises to the Licensee but only a permission to use the premises for running a canteen.
2. The Licensee shall have no right whatsoever for continuation of the License beyond the period fixed under the License and shall vacate the premises without overstaying the agreed period.
3. If the Licensee fails to vacate the licensed premises on the expiry of the License period for any reason whatsoever, the Licensee shall be liable to pay Licensor the penal license fee which shall be twice the amount of license fee paid by the Licensee for the immediately preceding month of default.
4. Throughout the License period, the Licensee shall have the sole and exclusive use and occupation of the licensed premises save and except there being a breach of the agreed terms and conditions of the License.



St. John's National Academy of Health Sciences

5. The Licensee can take out only the moveable items brought by him while vacating the premises and all fixed items have to be left behind.
6. The Licensee has to comply with the provisions of all statutory labour Acts like Payment of Minimum Wages Act, ESI, PF, Labour Licence, obtaining Contractors All Risk Insurance coverage, Service Tax Registration, and all other labour related legislations as applicable from time to time in respect of the employees / staff employed / engaged in the premises.
7. In the event of any liability arising under any law in force from time to time or any claim arising for any reason involving contractors or staff due to accident or any other account, such liability shall be borne by the licensee and the licensor shall in no way be responsible or liable for the same.
8. Interested parties may inspect or check the premises between on all working days between 15-12-2009 and 29-12-2009 with the prior permission from the undersigned.

VII Penalty Clause :-

1. In the event of the Licensee failing to pay the monthly license fee on or before 10th day of every Calendar month, the Licensee shall be deemed to have committed the default and shall be charged 10% extra as penalty per month for a maximum period up to 2 months, and beyond that, the licensee shall have to vacate the said premises forthwith without any further notice and shall be liable to hand over the vacant and peaceful possession of the premises to the Licensor.
2. In case the licensee fails to adhere to the quality, quantity and the rates as fixed in the license, the licensor reserves the right to levy a penalty of an amount which will be decided by the licensor based on case to case basis.
3. In the event of any dispute between the Parties in respect of interpretation of any of the terms of the Agreement or any issue or matter or dispute arising out of or connected with the License granted, the same shall be referred to a Sole Arbitrator appointed by Licensor and the provisions of Arbitration and Conciliation Act, 1996, shall apply to such arbitration and the decision of the said Arbitrator will be final and binding on both the parties. The Arbitration proceeding shall be held at Bangalore.



St.John's National Academy of Health Sciences

4. **A draft license agreement is attached. The tenderers will furnish a declaration that they have read and understood the terms of the agreement and agree to abide by the same. The declaration will be enclosed to the Technical bid.**

SECRETARY,

CBCI SOCIETY FOR MEDICAL EDUCATION.