



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE**  
**&**  
**HOMI BHABHA CANCER HOSPITAL, VARANASI**

**UNITS OF**  
**(TATA MEMORIAL CENTRE)**

**Request for Proposal**

**Mahamana Pandit Madan Mohan Malaviya Cancer Centre &  
Homi Bhabha Cancer Hospital, Varanasi  
invites sealed**

**“Proposals for Running Multipurpose Shop/ General Store & Photocopy Shop at  
Dharamshala Building on contract basis”**

Proposal No. : HBCH/MPMMCC/RC/OT/11/KG  
EMD : Rs. 15,000.00  
Date of Publication : 06.11.2024  
Pre-BID Meeting : 14.11.2024 from 11:00 Hrs. at MPMMCC  
Last Date of Submission : 26.11.2024 up to 13:00 Hrs.  
Opening of Technical Proposal : 27.11.2024 from 14:30 Hrs.



Ref. No. HBCH/MPMMCC/RC/OT/11/KG

APPENDIX-A

**GUIDELINES FOR THE PROPOSERS**

**A. General**

1. The contract for running a **Multipurpose Shop/General Store & photocopy shop** at the Ground Floor, Dharmshala Building MPMMCC, Varanasi for which to the successful proposals shall be given on license fee basis. However, the shop shall be run under certain conditions which are stipulated herein after and, in the terms, and conditions of contract.
2. The built-up shop space of 27.5 SQM (Shop No.295 SQFT APPROX.) will be provided to Contractor on monthly license fee/rent basis to carry out the operations at the campus of MPMMCC being within the in premises of Dharamshala, Ground floor, MPMMCC, and designated as 'Multipurpose shop by HBCH/MPMMCC. The said space provided by HBCH/MPMMCC to the Contractor for the purpose of operating the Multipurpose shop shall not be used for any other purpose except for selling identified products that are approved by the Competent authority (hereinafter called the ADMINISTRATION) of HBCH/MPMMCC.
3. **Pre-bid meeting against Proposal for running Multipurpose Shop/General Store & photocopy shop will be held on 14.11.2024 at 11:00 AM in the Conference Room, Administrative Block, 1st floor, MPMMCC VARANASI.**

**B. Scope of Work:**

4. The work comprises the sale of patients/ staffs/ visitors stores items on discounted rate & providing photocopy / lamination / binding services to the customers (patients/Staff/visitors) within the hospital premises. This will also include transportation, cost of materials and labor. The Licensee shall make his own arrangement for keeping materials in the shop/safe storage of materials and Installation and operating own photocopying machine/lamination machine/binding machine with providing paper, consumable & manpower to operate the services.
5. The Contractor shall supply Multipurpose Store products including stationery items for the residents of HBCH/MPMMCC and some medical related items needs to be kept as suggested by hospital administration. The list of items permitted to be kept at the Multipurpose Store shall be approved by ADMINISTRATION and the items therein shall be supplied by the Contractor within the stipulated timings of the Multipurpose Store mentioned in clause 5 unless there is an absolute unavoidable condition of not being able to provide any such item.
6. The pricing of all items sold at the Multipurpose shop and services provided (photocopying/ binding) shall be as per the mutual consent of the Contractor and ADMINISTRATION duly signed and approved by competent authority of HBCH/ MPMMCC. Only standard packaged items shall be sold at the store at a competitive and fair price and these prices shall not be higher than the MRP (Maximum Retail Price) printed on the items. A reasonable discount on the MRP will be appreciated, however, under no circumstances the price would be above the prevailing market rates or MRP, wherever mentioned/applicable. Modifications in the approved list and pricing shall not be undertaken unless authorized in writing by the ADMINISTRATION. HBCH/MPMMCC at its sole discretion reserves the right to regulate, limit or eliminate items sold/services provided by the Contractor.
7. The proposer has to compulsorily to quote the rate/s for providing photocopy / lamination / binding services for consideration of their proposal
8. The proposer has to provide discount on the consolidated sale value above Rs. 500.00 and the proposer has to quote the minimum offered discount for consolidated sale value above Rs. 500.00.

**C. Timings:**

9. The Multipurpose shop shall remain open from 08.00 a.m. to 08.00 p.m. on all days of the week. Any change in timing can be done only after discussion with ADMINISTRATION and its written Concurrence/approval.
10. The Contractor shall not remain absent from the shop without prior intimation of at least 7 days to ADMINISTRATION. In case of any pre-permitted holidays the Contractor is expected to leave a note on the door and intimate the closing of the shop with period indicated.



11. During the period of his absence, he shall ensure that there is a supervisor/ manpower available, who is capable of ensuring that the required services of the shop are provided in accordance with terms of this contract. If for any reason of his absence or during unscheduled closure of a shop, HBCH/MPMMCC is required to procure the listed items/services from other suppliers, the cost thereof shall be borne by the Contractor.

#### **D. Minimum Reserve License Fee/Rent**

12. **The proposer should quote the license Fee/ Rent above the minimum reserve license Fee/Rent.**
13. The minimum reserve price for the provided space/shop is Rs. 5000.00 + GST @ 18% i.e. Rs. 5900.00. The proposer should quote the license Fee/ Rent above the minimum reserve license Fee/Rent. The said license fee along with applicable GST is to be deposited by the Contractor to the Institute in advance latest by 07 of every month. Any failure/delay may attract penalty as per Annexure A.
14. The approved license fee/ rent will be enhanced by 10% against extension of contract for next year/s.

#### **E. Period of contract:**

15. The Contract Period will be for 02 Years and this may be extended for one more year at the sole discretion of HBCH/MPMMCC based on the requirement of the Institute and performance of the contractor/service provider on negotiated terms and conditions.

#### **F. Eligibility Criteria:**

16. Proposer must have PAN Number and GST/GSTN number.
17. Must have experience of running similar outlet (s)/General Stores Shops for not less than one year. Interested Proposers may apply along with sufficient proof of experience /ability to run the shop/outlet.
18. Good Financial health of an individual/ firm in terms of working capital, to run the said shop smoothly. Preferences will be given to individual/firm with better financial position / state.

#### **G. Bid Security: Earnest Money Deposit (EMD)**

19. Every proposal must be attached with an Earnest Money Deposit OF Rs. 15,000.00 in the form of DD/FDR/BG of any scheduled bank, in favor of the “Mahamana Pandit Madan Mohan Malaviya Cancer Centre” Payable at Varanasi. Any proposal which is not accompanied by the EMD shall be summarily rejected. Any proposal accompanied by the Cheque in lieu of earnest money shall also be rejected.  
The exemption against EMD will be considered as per prevailing rules of GFR.
20. The earnest money of the successful proposer will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.
21. The earnest money of the Proposer who withdraws its proposal in breach of conditions of contract and who evades or refuses to sign the contract/ agreement after acceptance of its proposal within the period of its validity, will also be liable to forfeiture.
22. The EMD of unsuccessful Proposers shall be refundable after completion of the process of Award of Contract.
  - (a) However, the same shall be refunded within 30 days after the receipt of written request from the Proposer/s concerned in this behalf.
  - (b) The EMD should be valid for a period of minimum three months.
  - (c) The EMD of the proposal whose proposal is finally accepted, shall be returned on deposit of the due security deposit as stipulated in the Terms & Conditions.

#### **H. Security Deposit (to be submitted by the successful Proposer after award of contract):**

23. Successful Proposal der shall have to deposit a security amount based on the following calculation through DD/FDR/ Bank Guarantee drawn in favour of “Mahamana Pandit Madan Mohan Malaviya Cancer Centre” payable at Varanasi of any scheduled or nationalized bank and which should be valid till three months after the completion of the contract duration.

**Security amount shall be fixed to five times of the quoted monthly license fee by the successful Proposer.**

#### **I. Documents to be attached with the Proposal:**

24. The Proposal der must attach the Bank Draft and self-attested copies of the following documents along with the Proposal. Any Proposal not accompanied by any of such documents would be liable for rejection:
  - (a) Income Tax Registration Certificate/PAN No.



- (b) Firm/Company Registration Certificate.
- (c) GST Registration Certificate/No.
- (d) Earnest Money Deposit (EMD) as mentioned on page-2
- (e) Address proof of the firm/ company
- (f) Other documents as may be deemed necessary and as is required under any other provision of the Proposal document and not mentioned herein above.

#### **J. Submission of Proposal:**

25. The Proposal shall be submitted in two parts i.e. **Technical Proposal and the Financial Proposal in the following manner:**
- (a) **Technical Proposal:** The Technical Proposal shall consist of entire Proposal document i.e. Appendix-A, Appendix-B and Annexure-1 (Part I, II & III). Along-with this, all the documents as detailed above should also be attached to the technical Proposal. The Technical Proposal shall be submitted in a sealed envelope, superscribed “**TECHNICAL PROPOSAL**”. The name of the shop and its location should also be mentioned on the envelope.
  - (b) **Financial Proposal:**
    - (i) The Financial Proposal shall be submitted in the format of **Annexure-2 only**.
    - (ii) The base rate of license fee is as mentioned on Page-2 of this document. The base rate of License fee for Proposal shall be as on the date of submission of Proposal's. As such, the Proposers have to quote their financial Proposal's over and above the said base rate. The Proposal submitted below the base rate shall not be entertained and be summarily rejected.
    - (iii) The Financial Proposal should be put in a separate sealed envelope superscribed, “**FINANCIAL PROPOSAL**”.  
The name of the shop and its location should also be mentioned on the envelope.
26. Both the Technical and Financial Proposal shall further be put in another larger single sealed envelope and shall be submitted to the **Purchase Department, 1<sup>st</sup> floor, Mahamana Pandit Madan Mohan Malaviya Cancer Centre, Varanasi**.
27. **Any Proposal containing Technical Proposal and Financial Proposal in same envelope shall be summarily rejected.**
28. Any Proposal received after the aforesaid date and time shall be summarily rejected and will not be considered under any circumstances, whatsoever and no explanation to the effect e.g., delay in submission has been caused due to postal lapse, shall be entertained.
29. The proposal will remain valid for 180 days from the date of opening. After submission of the Proposal, it shall be deemed that the Proposal has undertaken to keep its open for acceptance for the entire period of 180 days and will have no right to withdraw the same before expiry of the said period. In case, intimation of its acceptance is issued to the Licensee at a later date, the Proposal der shall be competent to refuse.

#### **K. Opening of Proposals:**

30. First of all, **the Technical Proposals will be opened on the date, time at MPMCC, Varanasi** in the presence of authorized representative(s), if any, of Proposal ding parties and the Members of Processing Committee of the Institute. If required, the Proposer will also be required to meet the Committee for presentation (to satisfy all material questions pertaining to their company/ firm and their modus-operandi etc.), interview and finalization of the offer.
- Thereafter, **financial Proposals of all the technically qualified Proposers only will be opened on the date and time as mentioned on page no.2 of this document.**
31. The party, whose Proposal is accepted, will have to sign an agreement/ contract within 10 days of the award of contract, failing which the Earnest Money deposited by it will be forfeited and the acceptance of its Proposal may be annulled at the discretion of the Institute.
32. **Criteria for Selection of Qualified Proposer for award of contract:** The final proposal evaluation shall



be done on weightage with 50% to Rate Quoted of license Fee / Rent, 20 % to the Discount Offered for sale amount above from Rs. 500.00 and 30% to the rate quoted for Photocopy, Lamination & Binding Services. Only the proposals who meet the pre-qualification criteria shall be eligible for technical and financial evaluation.

33. The weightage criteria will be considered against the quote received, as per the details as given below:

Sl. No.	Services	Weighted
1	Rate Quoted of license Fee / Rent for Providing of Services for Multipurpose Shop (General Store)	50%
2	Discount Offered for sale amount above from Rs. 500.00	20%
3	Consolidated value for the rate quoted for Photocopy Services considering all the 6 items i.e. Sl. No. 3.1 to 3.6	30%

### **33.1 Illustration 1 (for Technical Weightage):**

- Weightage of Quoted License Fee/ Rent will be 50% If a proposer has quoted License Fee/ Rent of Rs.10, the value will be calculated as:  $100 \times 50\%$  i.e. 5.
- Weightage of Highest Discount Offered for sale amount above from Rs. 500.00 will be 20%, If a proposer has offered discount of 10%, the value will be calculated as:  $10 \times 20\%$  i.e. 2
- The consolidated value for the rate quoted considering item for Photocopy Services for all the items all the 6 items i.e. Sl. No. 3.1 to 3.6, will be calculated & If a proposer has quoted total consolidated value is Rs. 10 and as stand lowest and the proposer with lowest Prices (L1) shall be assigned full 30 marks (i.e.  $30 \times 10$ ).

### **33.2 Total Score of Bid Evaluation:**

#### **Illustration 2:**

If, the proposer at Illustration 1 is L1 and quoted Rs.10/-, then his total score shall be  $(5+2+30) = 37$  i.e. (5 for License Fee/ Rent Score + 2 for Highest Discount Offered for sale amount above from Rs. 500.00 + 30 for Financial Score against price quoted for photocopy services). The financial scores of the other bidders (i.e., L2, L3... and so on) shall be computed as under and as explained at illustration 3 below:  
 $30 \times \text{Lowest Consolidated Price (L1 Price)} / \text{Quoted Price (L2 OR L3...)}$

#### **Illustration 3:**

If the Proposer at Illustration 1 is L2 bidder and he quoted Rs.12, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under:  
 $30 \times 10$  (lowest prices L1) / 12 (quoted prices L2) = 25 (financial score) Therefore L2 bidder shall have total score  $(5+2+25 = 32)$

#### **Criteria for L1 against Price Bid of photocopy services:**

The lowest price will be calculated on the consolidated value of items against Sl. No. 3.1 to 3.6 of Price Bid, however the prices quoted for other items (lamination & Binding) must be comparable.

#### **Selection of the proposal:**

The following formula will be applied for the determine the successful proposer:

$$Q = [(L1/L) \times 0.30 + LF \times 0.50 + DV \times 0.20]$$

L1 = financial quote of lowest proposer

L = Financial value for evaluation or current financial proposal.

LF = Weightage value of Quoted License Fee/ Rent

DV = Weightage of Highest Discount Offered for sale amount above from Rs. 500.00

Q = Final score

The proposer meeting the minimum eligibility criteria and with the highest marks/ rank (i.e. the total Weightage value of Quoted License Fee/ Rent, Weightage of Discount Offered for sale amount above from Rs. 500.00 and financial evaluation marks) shall be deemed as the Successful proposer as determined by above selection Criteria



**L. Acceptance/Non-acceptance of Proposals:**

34. The Proposal to run the outlet in the said premises will be awarded to the Proposal der who quotes the highest amountin the financial Proposal.
35. The Proposals that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.
36. The Institute reserves the right to accept or reject any or all Proposals without assigning any reasons thereof and the Proposal der shall have no right, whatsoever, to challenge the same.

Signature of the Proposer: \_\_\_\_\_

Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

Mobile / Telephone No.: \_\_\_\_\_

Email ID: .....



**M. Terms & conditions:**

**License Fee, Electricity Charges & Other Provisions for Licensed premises:**

1. The licensee shall be liable to pay the amount of monthly license fee as per Annexure II or at higher rate as arrived during the bidding process, regularly by 7<sup>th</sup> of each successive month for the outlet / shop premises (inclusive of water charges) which however, shall be subject to change from time to time at the discretion of the Institute. GST and other government taxes shall be paid extra by the licensee.
2. In case of failure to pay per day License fee within the stipulated time as aforesaid, the licensee shall be liable to pay a sum of Rs.100/- p.m.
3. Besides, the licensee shall also be liable to pay the electricity charges on actual consumption basis to the Administration Department / Engineering Department at the then prevailing rates along with the payment of monthly License fee. For the purpose, there shall be a meter installed in the outlet by the Institute. Electricity charges shall however, be subject to revision/change from time to time which shall be payable by licensee as aforesaid at the then prevailing rates.
4. The licensee shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.

**N. Outlet / Shop Timing, Prices, Facilities and Services etc.**

5. Timing of the outlet / shop shall be as mentioned on Page-2. Running of outlet / shop beyond this timing shall be carried out only with the prior permission of the Administration Department.
6. All necessary furniture and other infrastructure shall be provided and maintained by the Licensee.
7. Facility of Payment by credit/debit cards, ATM cards, BHIM, UPI etc., should be made available.
8. Installation of 4-digit campus telephone (via Telephone exchange of MPMCC, Varanasi) should be made by the licensee adopting appropriate procedure within 10 days from the signing of contract. The charges for the installation and rental shall be borne by the licensee. The licensee should additionally provide his own mobile number(s) as well as that of its shop personnel for contact by the Institute Authorities and the extension number/ 4 digit no may be displayed at prominent place.

**O. Liability of GST and Other Taxes**

9. The licensee shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

**P. Quality, hygiene & cleanliness**

10. The licensee shall maintain the quality of items to be sold in the shop. There shall be no compromise in regard to the quality of items to be sold in the shop premises.
11. The licensee shall maintain full hygienic conditions in the shop, in storage of packed eatables and in keeping the premises neat and clean, so as to maintain the standards and aesthetic values in the shop. The licensee shall also have to make his own arrangements for safe storage of materials.
12. The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the shops.
13. Garbage and waste disposal should be done as per the institute norms. Pest/rodent control should be done regularly every six months.
14. Old/stale and expired items (i.e. beyond expiry date) should not be kept in the shop.
15. **Usage of Single use plastic bags is strictly PROHIBITED** and the same shall not be used under any circumstances, whatsoever. Instead, use of Paper bags/plates/cups/etc., (as applicable) are encouraged. Cloth bags may be made available for users (at nominal charges).

**Q. Directives of MMC and Administration Department**

16. The licensee shall carry out the work in accordance with this contract and the directives of Chief Administrative Officer (CAO), MPMCC, Varanasi and to the satisfaction of the Director through the MMC. The MMC may, from time to time, issue further instructions, detailed directions and explanations in regard to:



- a. The variation or modification in the list of items to be sold in the shop including additions/omission or substitution.
- b. The removal from the site of any item thereon by the licensee and the substitution of any other item thereon.
- c. The removal from the work of any person employed thereupon in terms of the provision provided hereafter.
- d. Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

#### **R. Deployment of Workmen**

17. The licensee shall employ only such persons for running the shop who are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
18. The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
19. All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
20. The workers in shop will wear neat and tidy clothes during the working hours.
21. The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
22. The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
23. The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible for master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
24. The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
25. The licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

#### **S. Compliance of Statutory Obligations and Other Provisions**

26. It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
27. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of Hospital/institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
28. The licensee shall be liable to ensure compliance of all applicable enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
29. The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the licensee's security deposit.
30. The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions





of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.

31. The licensee would comply with all guidelines/instructions issued by the Chief Administrative Officer in consultation with the Director, besides following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.
32. The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

#### **T. Security Deposit**

33. The licensee shall have to deposit a security, as calculated according to Clause-22 of Appendix-A, through DD/FDR/Bank Guarantee drawn in favor of " **Mahamana Pandit Madan Mohan Malaviya Cancer Centre** " payable at Varanasi of State Bank of India / Union Bank of India or any scheduled nationalized bank and which should be valid till three months after the completion of the contract duration.
34. If at any time, due to any reasons as mentioned in the foregoing clauses or otherwise, any short fall is caused to the security deposit money, the licensee shall be liable to make good such short fall within fifteen days of the receipt of notice in this behalf, through another FDR deposit as aforesaid.
35. In case of, in which under no clause(s) of this contract, the licensee shall have rendered himself liable to pay compensation amounting to the whole of his Security Deposit, the Director shall have the power to adopt the following course as may be deemed by him best suited to the institute. To rescind the contract (of which decision, notice in writing to the licensee by him through competent authority, shall be conclusive evidence) in which case, the security deposit of the licensee shall stand forfeited and be absolutely at the disposal of the institute. Besides, for the recovery of any amount in excess of the security money, the Institute shall be at liberty to adopt such legal recourse, as it may deem appropriate at the time.
36. If the licensee breaches any terms and conditions of the agreement which is deemed to be serious by the Institute, its security deposit may be forfeited either in part or in full as the Institute may deem appropriate, at its discretion.

#### **U. Complaint Mechanism**

37. The licensee shall maintain a complaint book in the shop wherein the consumers may register their complaints. The complaint book shall be produced every month on the first working day before the Administration Department.
38. The complaints shall be removed or dealt with by the licensee on priority basis on issues that concern the licensee and a compliance report thereon, shall be submitted to the Administration Department along with the production of complaint book.
39. The licensee shall be liable to be penalized or fined in cases of defaults and negligence on its part or for complaints in the manner provided hereafter at the discretion of the Institute and/or at behest of the MMC. Such penalty or fines shall be imposed through the Officer In-charge (Estate) according to the nature of the complaints. The first penalty in such case would be to the tune of ₹ 5000/-, ₹ 10000/-, the second time and ₹ 20000/-, the third time or such higher penalty as deemed fit by the MPMCC / Institute.
40. However, if the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

#### **V. Termination of contract**

41. Either party may terminate the contract by giving 90 days' notice to other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
42. In case, the contract is terminated, or it comes to an end by efflux of time, the licensee shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant



possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute @ 50 times of the existing flat rate license fee of the premises shall be charged for the 1<sup>st</sup> month which shall increase in telescopic method from 2<sup>nd</sup> month onwards i.e. for 2<sup>nd</sup> month – damages + 10% of rate of damages; for 3<sup>rd</sup> month – damages + 20 % of rate of damages. For 4<sup>th</sup> month – damages + 40% of rate of damages and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation or such higher rate as may be fixed by the Institute at its absolute discretion from time to time. The penal damages under no circumstances shall be subject to question and it is the specific term of this contract.

43. The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the Licensee and the same shall not be subject to challenge. All the goods belonging to the Licensee in such circumstances shall be deemed forfeited therefrom and may be sold or put to auction at the discretion of the Institute. The Institute may, if it so desires, proceed against the Licensee in terms of provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 since the entire premises is governed by the provisions of the said Act in case of non-handing over its possession to the Institute as aforesaid.

#### **W. Assignment & Subletting**

44. The Licensee shall not assign the contract or any part thereof or any benefit or interest thereon or thereunder without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Licensee or his authorized competent representative(s). The Licensee shall be responsible for the acts, defaults and neglects of its workmen, fully being deemed as those of the Licensee itself.
45. If at any time, it is detected that the Shop/Outlet has been sublet or assigned to any other entity by the Licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the Licensee and further to take over the possession of the given premises and/or to hand over the same to any other party at its sole discretion.
46. The entire business of the Shop/Outlet shall be carried out in the name and at the behest of the Licensee.
47. The Licensee or his authorized/competent representative whose intimation would be provided in writing in advance to the Administration Department, shall at all times be available in the shop and the business of the Shop/Outlet shall not be carried out by any other person/ entity under any circumstances.
48. In normal course, the Licensee or his authorized competent person should be available in the shop. However, if for any reason, the Licensee is not in a position to be available in the shop consecutively for more than 3 days, a prior permission will have to be obtained from the Administration Department, failing which, it will be deemed that the Licensee has violated an essential condition of the contract and the Licensee may be dealt with in an appropriate manner for this default which may include adequate penalty at the discretion of the Institute.

#### **X. Contract Documents and their interpretations**

49. The original agreement shall remain with the Institute while a photocopy thereof may be had by the licensee, if it so wishes.
50. The several documents forming the contract are to be taken mutually explanatory to one another and in case of any ambiguities or discrepancies, the interpretations of the same shall be communicated in writing by the Institute through its competent authority to the licensee along-with the directions, if any, and the same shall be deemed to be final and binding and shall not be open to question in court.

#### **Y. Arbitration**

51. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, MPMMCC & HBCH and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of MPMMCC & HBCH. In case such person is not acceptable to the Contractor/Vendor, Director, MPMMCC & HBCH shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.

#### **Z. Governing Law /Jurisdiction**

52. The Law in force in India, from time to time shall only have application, and the courts in Varanasi (U.P.) shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.



Signature of the Proposer \_\_\_\_\_  
Full name of the Proposer \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Recent  
Photograph of the  
bidder



Ref. No. HBCH/MPMCC/RC/OT/11/KG

**Annexure – I**

**PART I - TECHNICAL BID**

If the Proposer is not capable of quoting particular item Proposer should clearly mention in the technical bid in the compliance report. For the cases where in the compliance report if the Proposer not mentioned anything then management is free to presume that it is inclusive of the cost quoted by the Proposer.

Sl. No.	Item Description	Weighted criteria against proposal selection	Item Offered /Quoted (Yes/No)
1	Quoting of license Fee / Rent for Providing of Services for Multipurpose Shop (General Store)	50%	
2	Offer for discount above sale of Rs. 500.00	20%	
3	Installation and operating own photocopying machine with providing paper, consumable & manpower for MPMCC & HBCH, Varanasi. (Paper should be 75/80 GSM of Modi Xerox, Paper craft, Copy Power etc.)	30%	
3.1	Photocopy including paper of A4 Size one sided		
3.2	Photocopy including paper of A4 Size both sided		
3.3	Photocopy including paper of Legal-Size Single sided		
3.4	Photocopy including paper of Legal Size both sided		
3.5	Photocopy including paper of A3 Size one sided		
3.6	Photocopy including paper of A3 Size both sided		
4	Spiral binding with OHP Sheets (front & back) of 175 microns		
4.1	Book containing 1 to 100 pages		
4.2	Book containing 101 to 300 pages		
4.3	Book containing 301 to 500 pages		
4.4	Book containing 501 to 700 pages		
5	Lamination		
5.1	1/6th size (small letter head)		
5.2	A 4 size		
5.3	A 3 size		

Note: Please quote only YES OR NO for the offered item & do not quote the prices in the technical Bid and in case the price is quoted in the Technical Bid the said offer will be summarily rejected.

Please furnish the following details in the given proforma:

Sl. No.	Documents/Details	Compliance (Details & Yes/No)
1.	Bid Security (EMD) of Rs. 15000.00 in form of DD/FDR/BG OR Exemption Certificate	Enclosed ..... Yes/No Details:
2.	Proposer Category i.e. Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be Submitted.	Copy Enclosed ..... Yes/No
3.	Copy of PAN, duly signed & stamped.	i) PAN No..... ii) Copy of Certificate Enclosed ..... Yes/No
4.	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number.	i) Registration No..... ii) Copy of Certificate Enclosed ..... Yes/No
5.	Evidence for experience of running similar outlet (s)/General Stores Shops in government hospital / reputed private hospital /reputed organizations/ retail shop for one year.	Enclosed ..... Yes/No
6.	Proposal Acceptance Letter in the format enclosed at Annexure-B	Enclosed ..... Yes/No

Certified that the above information is correct & true to the best of my knowledge and belief. In case any information is legal suppressed, and /or found false and incorrect, the under signatory will be personally responsible for the consequences, and that the Proposal is liable to be rejected summarily without assigning any reason.

Signature of the proposer and Seal



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**ANNEXURE-A**

**Part-I**

**APPLICATION FORM**

Name of the Applicant .....  
(If an individual)/Firm  
Father's Name .....  
Address of self and Firm .....  
Phone No./Mobile No. ....  
Email ID .....  
Aadhaar No. ....

**Details of EMD**

a. Amount : ₹ \_\_\_\_\_/-  
b. DD No. : \_\_\_\_\_  
c. Dated : \_\_\_\_\_  
d. Bank & Branch : \_\_\_\_\_

GST No. -----  
PAN No. -----  
EPF Code No., if any .....  
ESI Code No., if any .....  
Experience, if any (in years) .....

**Name and address of two responsible persons as guarantors:**

Name.....	Name .....
Aadhar No. -----	Aadhar No. -----
Address.....	Address .....
-----	-----

**Declaration:**

I hereby undertake -

1. That I shall bear all the expenses if there is any damage to the said premises.
2. That I shall vacate the Outlet premises and handover it to the Institute whenever a notice is served.
3. That I bind myself to the terms and conditions of this Proposal document.

Date: \_\_\_\_\_

Signature

Proposer's Seal:



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**Part-II**

**DETAILS TO BE FILLED BY THE PROPOSER**

IN CASE THE PROPOSER IS A FIRM		IN CASE THE PROPOSER IS AN INDIVIDUAL	
Income Tax Registration Certificate/ PAN No. _____		Income Tax Registration Certificate/ PAN No. _____	
Bank statement for the last one year of the registered firm enclosed: Yes/ No		Bank statement for the last one year of the registered firm enclosed: Yes/ No	
GST Registration Certificate/No. _____ Document Enclosed: Yes/No		GST Registration Certificate/No. _____ Document Enclosed: Yes/No	
Firm Registration No. _____ Document Enclosed: Yes/No		Firm Registration No. _____ Document Enclosed: Yes/No	
No of employees _____		No of employees _____	
EPF registration No. _____ Document Enclosed: Yes/No		EPF registration No. _____ Document Enclosed: Yes/No	
ESIC Registration No. _____ Document Enclosed: Yes/No		ESIC Registration No. _____ Document Enclosed: Yes/No	
No of years of experience _____ Document Enclosed: Yes/No		No of years of experience _____ Document Enclosed: Yes/No	
No of years of experience in TMC _____ Document Enclosed: Yes/No		No of years of experience in TMC _____ Document Enclosed: Yes/No	
Whether worked in Government / semi-government / autonomous body and reputed Institute: Yes/No _____		Whether worked in Government / semi-government / autonomous body and reputed Institute: Yes/No _____	
Name of the Government / semi-government / autonomous body & Institute where last worked / currently working.		Name of the Government / semi-government / autonomous body & Institute where last worked / currently working.	
Institute Name	Years of experience	Institute Name	Years of experience
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Other Statutory Registrations/Licenses, if any.		Not required	
In case of person signing the Proposal on behalf of the Firm, enclose authority letter.: Yes/No		In case of person signing the Proposal on behalf of the Party, enclose authority letter: Yes/No	
DD No. _____ Issuing Bank Name _____ Date of issue _____		DD No. _____ Issuing Bank Name _____ Date of issue _____	
		Aadhar No. of Individual: _____ Document enclosed: Yes/No.	

Date: \_\_\_\_\_

Signature of the Proposer: \_\_\_\_\_

Name of the Proposer: \_\_\_\_\_



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Annexure-II

## PART II - FINANCIAL PROPOSAL

The proposed rate/offers are to be quoted are as given below:

Sl. No.	Item Description	Basic Rate (Rs.)	GST	Total Value (Rs.)
A	<b>General Store/ Multiutility Item Shop</b>			
1	Quoting of license Fee / Rent for Providing of Services for Multipurpose Shop (General Store)			
2	Offer for discount above sale of Rs. 500.00 (Please quote the discount in percentage)			
3	<b>Photocopy Services:</b> Installation and operating own photocopying machine with providing paper, consumable & manpower for MPMCC & HBCH, Varanasi. (Paper should be 75/80 GSM of Modi Xerox, Paper craft, Copy Power etc.)			
3.1	Photocopy including paper of A4 Size one sided			
3.2	Photocopy including paper of A4 Size both sided			
3.3	Photocopy including paper of Legal-Size Single sided			
3.4	Photocopy including paper of Legal Size both sided			
3.5	Photocopy including paper of A3 Size one sided			
3.6	Photocopy including paper of A3 Size both sided			
4	<b>Binding:</b> Spiral binding with OHP Sheets (front & back) of 175 microns			
4.1	Book containing 1 to 100 pages			
4.2	Book containing 101 to 300 pages			
4.3	Book containing 301 to 500 pages			
4.4	Book containing 501 to 700 pages			
5	<b>Lamination</b>			
5.1	Lamination of 1/6th size (small letter head) Paper			
5.2	Lamination of A 4 size Paper			
5.3	Lamination of A 3 size Paper			

### NOTE:

1. Rates to be quoted in Indian currency (INR) only
2. It is mandatory to quote for all the items, the proposals with partial quotes are rejected.
3. The final proposal evaluation shall be done on weightage with 50% to Rate Quoted of license Fee / Rent, 20 % to the Discount Offered for sale amount above from Rs. 500.00 and 30% to the rate quoted for Photocopy, Lamination & Binding Services

Signature of the Proposer: \_\_\_\_\_

Name of the Proposer: \_\_\_\_\_



ANNEXURE 'B'

**(To be given on Company Letter Head)**

**PROPOSAL ACCEPTANCE LETTER**

Date: ...../...../.....

To, \_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Proposal.**

Proposal Reference No: \_\_\_\_\_

Name of Proposal / Work: - \_\_\_\_\_

I/We have read the General and Special Terms and Conditions of the contract given above. I/We agree to abide by them.

1. I/ We have downloaded / obtained the proposal document(s) for the above mentioned 'Proposal/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s) and I/We have not tampered /modified the proposal documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with HBCH/MPMMCC, Varanasi and/or prosecuted as per laws.

2. I / We hereby certify that I / we have read the entire terms and conditions of the proposal documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc...), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the proposal conditions of above-mentioned proposal document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the bidder and seal

Name of authorized person

& Address for correspondence

Tel/ Mobile No.