

GENERAL CONDITIONS

1. The cost of tender document is Rs.19470/- (including 18% GST) which is to be remitted through online.
2. The tenderer must remit EMD of Rs.1,09,200/- 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 contractor will have to deposit 1,00,000/- as Security Deposit in favour of The Pharmaceutical Corporation (IM) Kerala Ltd. Through RTGS/NEFT mode. 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.
4. The tenderer should submit a preliminary agreement in the appended form duly executed and signed in stamp paper worth Rs.200/-
5. 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.
6. Contract will remain valid for a period of one year from the date of signing the Agreement. If any tenderer withdraws during the validity period, his/her Security Deposit will be forfeited. No rate will be revised during the contract period. The contract can be extended for further period of one more year on the same terms and conditions and same rate, subject to satisfactory services provided by the contractor. 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.
7. 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.
8. The contractor should have experience in running a canteen catering at least 2 years.

9. All the arrangements for cooking and keeping food warm and providing hot water will be made by the contractor. Only boiled water should be given for drinking.
10. Arrangements to be made for Tea/Coffee/Break Fast/Lunch/Tiffin and Snacks on regular basis based on deployment of manpower in Shifts.
11. 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.
12. Cooking oil shall not be reused. The contractor shall take away the used oil from the canteens on daily basis and dispose the same in an environment friendly manner.
13. Materials used for cooking purpose Tea, Coffee, Spices and Food stuffs, Vegetable Oil etc. should be of good quality only.
14. The Contractor shall always 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.
15. The Contractor will have to provide employees with proper uniforms for service in the canteen and also for the service in office/hospital areas.
16. 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.
17. The contractor will be required to provide canteen service in the canteen premises.
18. The food items supplied shall be contamination-free and fresh. No left-over or balance or refrigerated food item shall be served.
19. All rules as per FSSAI shall be followed in canteen operation.
20. The contractor shall make his own arrangements for collection and disposal of canteen waste at his own cost.
21. The contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteens. The contractor will have to pay minimum wages to the engaged staff. The Contractor shall ensure all other statutory obligations such as EPF, ESI, GST etc in force from time to time applicable.
22. The contractor shall cover his employees under the Employee Provident Fund Act under his own Code No. and shall deposit their E.P.F contribution with the provident Fund Commissioner every calendar month if applicable as per Govt. norms. The contractor should

give the complete list of employees and the details of recovery of E.P.F from their wages and also the equivalent employees contribution.

23. The contractor shall cover his employees under the E.S.I Act under his own Code No. and shall deposit their E.S.I contribution regularly every month.
24. 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.
25. Necessary insurance coverage shall be taken for all the employees deployed for operating the Canteens.
26. The contractor shall bear all the expenses for running the canteens 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 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.
28. 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.
29. 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.
30. Under no circumstances any of the contractor's employees will stay in the Company / 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.

31. The contractor will, at all times, ensure discipline decent and courteous behavior by his employees while they remain in premises of hospital / factory. 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.
32. The Contractor will be responsible for such conduct of the persons engaged by him in the factory / hospital premises which will be conducive for maintaining the harmonious atmosphere in the factory / hospital premises and will be responsible for any act commission and omission of such persons.
33. 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.
34. 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.
35. 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.
36. If any case the contractor violates the terms and conditions of the contract, contract will be cancelled and the Security Deposit will be forfeited.
37. The employee canteen / hospital campus is a 'No smoking zone' hence sale and use of tobacco is prohibited. The sale and use of liquor (alchahol) is also strictly prohibited in canteen area.
38. The contractor will vacate the canteens and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract.
39. 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.
40. The tenderer can visit the work sites prior to the submission of the tender.

41. Any clarification regarding the tender can be had from the office during working hours on all working days.
42. The Contractor shall not entertain any orders or supply eatables outside The pharmaceutical Corporation (IM) Kerala Ltd.
43. Under exceptional circumstances the Company reserves the right to change any term and condition as and when warranted.
44. 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.
45. The contractor shall collect coupons from the employees against supply of food items. Used /collected coupons shall be submitted to the company for payment with bills. 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 week.
46. The Contractor will be fully responsible for the quality of the food served in the canteen.

Additional Conditions.

for Employee Canteen at Oushadhi Kuttanellur (Veg. and Non-Veg.)

1. Electricity and water required for the canteen will be supplied free of cost. The agency would use power only for refrigerator, mixer, grinding purposes as allowed by the company.
2. Vessels / utensils required for cooking and serving purpose will be provided by the company.
3. Furniture for use within the canteen premises will be provided by the company.
4. The fuel (LPG) required for cooking should be arranged by the contractor.
5. The contractor shall provide necessary arrangements when the Pharmaceutical Corporation (IM) Kerala Ltd is operational during Sundays and public holidays.

for Panchakarma Hospital Canteen (Vegetarian only)

1. The electricity and water charges shall be paid by the contractor.
2. The contractor has to provide by himself the Utensils/vessels, Gas (LPG) and all other ingredients required for cooking purpose. Fuel to be used for cooking will only be LPG.
3. The Contractor shall pay a sum of Rs.25,000/- per month as a rent for canteen.
4. Furniture for use within the canteen premises will be provided by the company.
5. 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.

6. Prices of food items serving to the public, patients and their visitors will be fixed with the approval of this corporation and payment should be collected directly by the contractor from the customers. Pricing intimation must be displayed and provide customers with computer bills. It is required that details about monthly sales be given to this Corporation.

Sd/-

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

SIGNATURE OF THE TENDERER