



JANAKPURI SUPER SPECIALITY HOSPITAL
(AN AUTONOMOUS INSTITUTE)
GOVT. OF NCT OF DELHI
C-2B, JANAKPURI, NEW DELHI-110058
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**Tender for Annual Contract for Running
Photocopy Kiosk on licensee fee Basis in
Janakpuri Super Speciality Hospital (JSSH)
(C-2B Janakpuri, New Delhi-110058)**

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Notice Inviting Quotations for running Photocopy Kiosk at JSSH:

Quotations are invited under **Two-Packet** system through local quotations for running Photocopy Kiosk ON LICENSEE FEE BASIS in Janakpuri Super Speciality Hospital, Janakpuri, New Delhi-110058 **for a period of two year, extendable by another six months** on mutual agreement, followed by another 06 months in case of exigencies and unavoidable circumstances (maximum of two extensions of six months each) on the same terms & conditions.

Tender Value: Rs. 2,26,320/- (Rupees Two Lakhs Twenty Six Thousand Three Hundred Twenty Only)

Preparation of quotation:

1. The intending bidder should prepare quotations in two packet system. One envelope should mention at the top **"Envelope 1 – PQ/Technical bid for Running Photocopy Kiosk on Licensee Fee Basis at Janakpuri Super Speciality Hospital (JSSH)"**. Second envelope should mention at the top **"Envelope 2 – Finance bid for Running Photocopy Kiosk on Licensee Fee Basis at Janakpuri Super Speciality Hospital (JSSH)"**. Both the envelopes should mention the name of the bidder firm and its address with contact details at the back side of the envelope. Both envelopes should be properly sealed at the time of preparation.
2. Both envelopes should be then sealed in a bigger envelope which should mention at the top **"Bid for Running Photocopy Kiosk on licensee fee Basis at Janakpuri Super Speciality Hospital (JSSH)"**. The envelope should mention the name of the bidder firm and its address with contact details at the back side.
3. **Envelope 1 – PQ/Technical bid:**
 - a. Information of bidder as per Annexure – 1
 - b. EMD @ Rs. 11,000/- (Rupees Eleven Thousand Only) in form of Bank Guarantee or FDR in favour of The Director, JSSH (EMD is exempted in case of MSME/UDYAM/Start Up companies with valid certificate for that proper category).
 - c. Copy of GST Certificate
 - d. Copy of PAN Card
 - e. MSME/UDYAM/Start Up Certificate if applicable
 - f. Terms and conditions duly signed and stamped by the authorized person of the firm
 - g. Criminal Liability Undertaking on Rs. 100/- Non-judicial stamp paper (Duly notarized) as per Annexure – 3
4. **Envelope 2 – Financial bid:**
 - a. Financial Bid in format as per Annexure – 2. Financial Bid in any other format except Annexure – 2 will not be accepted. Financial Bid must be Typed/Hand written in Blue Pen Only. Financial Bid written in Pencil or with any over writing will be treated as non-responsive and will be summarily rejected.

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Terms and Conditions:

The terms and conditions for running /operation of kiosk at Janakpuri Super Speciality Hospital (JSSH) which will form part of the legal agreement are as under: -

1. The allotted licensed premises will only be used for the purpose of running of photocopy kiosk. Utilization of premises for any other purpose by the licensee shall amount to material breach and JSSH shall be entitled to terminate the contract for material breach.
2. The licensee shall not sublet or assign the licensed premises or part thereof at any stage to any third party including its agent, during the license period without prior written consent of JSSH. Violation of this clause shall amount to material breach of this agreement and JSSH shall be entitled to terminate the agreement with immediate effect.
3. The Licensee will install his own photocopy machine in the kiosk.
4. The Minimum Reserved Price for licensee fee for Kiosk is Rs 9430/- Per Month (Rupees Nine Thousand four hundred thirty only). Bidders must quote price above the reserved price. The tender will be awarded to the firm quoting highest (H1) Rates.
5. The period of the license will be of two year duration, extendable by another six months on mutual agreement, followed by another six (06) months in case of exigencies and unavoidable circumstances (Maximum of two extensions of six (06) months each) on the same terms and conditions, on the sole discretion of JSSH.
6. The licensee is required to start operation within 15 days from the date of award of bid.
7. Successful bidder shall submit a performance guarantee (PBG) in form of Bank Guarantee/FDR in favour of The Director, JSSH amounting to 10% of the contract value (Quoted licensee fee per month multiplied by twenty four months) which shall be valid for 36 months from the date of award contract.
8. Successful bidder would be submitting rates for A3 and A4 per copy and bulk (100 Pages) to the Director JSSH and would display the same outside the kiosk after approval of Director JSSH.
9. Not with standing anything to the contrary contained anywhere in the agreement, JSSH may revoke/cancel/terminate the license/this agreement in the event of any violation of any term and condition of license agreement at any time with immediate effect. The security and the performance guarantee paid by the licensee will be forfeited and the licensee shall upon such termination vacate the premises and handover the peaceful vacant possession of the premises to JSSH immediately.
10. The licensee will have the option to terminate the agreement after serving three months written notice to JSSH. Similarly, the licensor i.e. JSSH may cancel/revoke/terminate the agreement/license without assigning any reason whatsoever after serving a one month written notice to the licensee.
11. The licensee will pay the monthly guaranteed licensee fee in advance on monthly basis on or before 7th day of each English Calendar month to the licensor.



12. The licensee is required to comply with the timings of the kiosk as decided by Director JSSH for the customers/guests. The employees of the licensee will be permitted to use the premises from one hour before the opening time to one hour after closing time. The licensee or its employees will not stay back within the premises of JSSH outside of the permitted timings.
13. In case licensee does not vacate the premises after the expiry of the License period and/or earlier termination of license, a penalty of Rs. 1000/- per day will be imposed till fifteen days from issue of eviction notice. After passing of 15 days of time from issue of eviction notice, the premises will be locked out and all equipment along with performance guarantee will be forfeited.
14. The licensee will ensure the maintenance of hygiene in the kiosk and ensure practice of COVID -19 guidelines laid by Central or State Govt. The licensee will be solely responsible for any action/penalty imposed by relevant authorities in this regard.
15. JSSH authorized representatives will have the right to enter and inspect the licensed premises at any time during course of operation of the license agreement.
16. The licensee will abide by all the instructions/regulations issued by JSSH with respect to entry and exit of the material.
17. Licensee will abide by and comply with any instructions of JSSH, Police/Security Agencies/Govt. Agencies issued from time to time.
18. All employees of the licensee will always be in proper uniform, will wear identification badges and will carry photo identity cards while on duty. The loss of such cards, if any, will be reported immediately.
19. The said personnel engaged by the licensee will be the employees of the licensee and it will be the duty of the licensee to pay their salary every month. The personnel employed by the licensee will be polite, courteous and well behaved with the general public. In the event of any complaint against any employee engaged by the licensee, a fine will be imposed on the licensee up to a limit of Rs. 1,000/- on each occasion. The licensee will replace immediately any of its personnel on account of improper conduct upon receiving written notice from JSSH. In case of any incidents/quarrel/complaints and the thefts in Kiosk, all type of FIR with the police and the court cases on this account will be dealt by the licensee immediately with information to Director JSSH.
20. JSSH reserves the right to withdraw/temporarily suspend the specified area of the license premises due to security reasons, VIP movement, for some special event or for meeting any other statutory obligations without any compensation to the Licensee with prior information to Licensee. Prior information of such withdrawal/temporary suspension will be provided to the licensee.
21. It will be the right of the Director JSSH to supervise/inspect the premises allotted through a officer duly authorized by Director JSSH at anytime during operational hour without prior intimation. The licensee will not object to the same and will cooperate with such officer of JSSH.
22. The Licensee will not create sub-contract/sub license of any description with regard to

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the Kiosk or any part thereof, nor will he assign or transfer the license or any part thereof to any third party.

23. The successful licensee will be allowed to use the premises only for the purpose which the premises are allotted to it and not for any purpose whatsoever. In case premises are used for any purpose other than the purpose indicated in this agreement license is liable to be terminated automatically and the licensee shall have to vacate premises immediately within a period of 15 days failing which JSSH will have the liberty to forfeit the PBG.
24. The licensee will ensure that no hazardous, inflammable or intoxicated material is stored in the premises.
25. The Licensee will agree to indemnify and hold harmless the Director, JSSH, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the Licensee to comply with any covenant or the terms of the agreement or from any consumer case or due to breach of any law.
26. JSSH will not be responsible in any way for any loss or damages caused to the stock or property of the licensee as well as to its customers/guests.
27. It will be the responsibility of the licensee to comply with the requirement of health clauses and the licensee will at its own cost maintain the premises in a state of cleanliness and abide by such directions as may be given by Director, JSSH and or such other departments as may be entrusted by the rules and regulations with the work or inspection and enforcement of sanitation, cleanliness and hygiene. If the premises is not maintained in a reasonably clean condition by the licensee, the authorized representative of JSSH will have powers to get the premises cleaned at the risk and cost of the licensee and recover liquidated damages and may also take any other action including cancellation of license.
28. The licensee or his authorized agents/servants will not without the written consent of the Director JSSH interfere with, injure, destroy or render useless any items or any material or things placed in, under or upon any land or building.
29. All persons engaged by the licensee shall be its own employees and they will claim no privileges from JSSH. The licensee will be directly responsible for the administration of its employees as regard general discipline and courteous behavior.
30. The licensee or his authorized agents/servants will not abuse the water sources and draining facility in the premises so as to create a nuisance or in sanitary condition prejudicial to the public health.
31. The licensee will employ only such servants above 18 years of age who have good character, are well behaved and skillful in their business. The licensee will also furnish to



the hospital in writing the name, parentage, age, residence, specimen signature or thumb mark or servants whom he proposes to employ for the purpose of this contract before they are employed and hospital will be at liberty to forbid the employment of any person whom it may consider unnecessary.

32. The licensee or his authorized agents/servants will not damage the premises or any part thereof. In the event of any damage being caused to the property of Licensor intentionally or otherwise by the licensee, his employees or invitees or customers, JSSH will be entitled to repair the damage or make the requisite replacement. The licensee will reimburse the cost thereof on demand and the decision of licensor in this regard will be final and binding.
33. In case of minor breaches of terms of contract which in the opinion of the licensor do not warrant termination of the contract, the licensor will be authorized to recover compensation for the damages from the licensee up to the limit of security deposit.
34. FORCE MAJEURE: In the event of any strike, act of god, natural disaster, calamities, pandemic or any other force majeure event or lockout in the complex, because of which the licensee is unable to function and his business is affected the licensee fee may be waived off on the sole discretion of competent authority.
35. JSSH will not recognize any association of Traders and in case any negotiation/bargaining is necessary with regard to the clarification of the terms and conditions of license or modifications thereto, which negotiations will be sought by the licensee alone and no collective representation or bargaining will be entertained. The decision of JSSH in this regard shall be final and binding.
36. The provision of Public Premises (eviction of unauthorized occupants) Act 1971 and rules framed there under or any other laws, which are in force, will be applicable for all matters provided in said Act.
37. It will be the right of Director JSSH to change the location of Kiosk within the premises due to renovation or any other administrative reasons for which the licensee will have no objection. Licensee will not be allowed to make alteration or renovate the licensed premises without the specific approval of Director JSSH in writing.
38. In the event of any default/failure/negligence or breach by the licensee in complying with the terms and conditions of the licensee which are not minor, the licensor will be at liberty to terminate the license forthwith and resume possession of the premises without payment of compensation or damage and forfeit in full or in part the amount deposited by the licensee for due performances of the license.
39. Director JSSH reserves the right to accept or reject any offer without assigning any reason whatsoever.
40. The licensee will follow the color scheme and design for hoardings/display boards as approved by the Director JSSH.
41. Licensee will make prompt payment of various dues towards licensee fee and consumption of electricity. Any delay in payment will be treated as violation of terms.

Penalty Clauses:

1. In case of failure to deposit the licensee fee in time, penalty will be charged from the due date of the deposit until the date of deposit @ Rs. 100/- per day until 15 days and @ Rs. 200/- per day for delay of more than 15 days. In case the licensee fee along with the penalty due is not paid within 30 days of the due date, the license will be deemed to be cancelled. Director JSSH reserves the right to forfeit the PBG.
2. In case licensee does not vacate the premises after the expiry of the License period and/or earlier termination of license, a penalty of Rs. 1000/- per day will be imposed till fifteen days from issue of eviction notice. After passing of 15 days of time from issue of eviction notice, the premises will be locked out and all equipment along with performance guarantee will be forfeited.
3. The licensee will be required to pay the electricity charges in addition to the monthly licensee fee. The electricity charges will be paid to JSSH on a monthly basis, within 15 days on demand as per actual consumption against the sub meter to be installed by the licensee. Failure to deposit electricity charges will attract similar penalties as explained in point no. 1
4. The licensee has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. He shall bear EPF, ESI and other liabilities and JSSH shall not accept any responsibility for the personnel engaged by the agencies for any matter.



Annexure – 1**TECHNICAL BID****On letter head of the firm**

1.	Name, Address of Firm/Agency and Telephone Numbers	
2.	Registration No, of the Firm/ Agency	
3.	Name, Designation, Address and Telephone No. of Authorized person of Firm	
4.	Please specify as to whether bidder is sole proprietor. If in a partnership firm, name address and telephone no. of Directors/Partners should be specified.	
5.	EMD @ Rs. 11,000/- (Rupees Eleven Thousand Only) in form of Bank Guarantee or FDR in favour of The Director, JSSH (EMD is exempted in case of MSME/UDYAM/Start Up companies with valid certificate for that proper category)	
6.	Copy of GST Certificate	
7.	Copy of PAN card	
8.	MSME/UDYAM/Start Up Certificate if applicable	
9.	Terms and conditions duly signed and stamped by the authorized person of the firm	
10.	Criminal Liability Undertaking on Rs. 100/- Non-judicial stamp paper (Duly notarized) as per Annexure – 3	
11.	Declaration by the bidder:- This is to certify that I/We before signing this tender have read and have fully understood all the terms & conditions contained herein and undertake myself / ourselves to abide by them.	

Dated: -

Signature:

Name:

Address:

Mobile Number:

Seal of the firm



FINANCIAL BID

Prescribed Proforma for Financial Bid for Photocopy Kiosks:-

Monthly licensee fee for running Photocopy Kiosk	In Rs: In Words:
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Reserve Price for kiosk is Rs 9430/- Per Month (Rs Nine Thousand four hundred thirty Only).

Bidders should quote above the reserve price.

Bid will be awarded to the H1 Bidder.

"Financial Bid in any other format except Annexure – 2 will not be accepted. Financial Bid must be Typed/Hand written in Blue Pen Only. Financial Bid written in Pencil or with any over writing will be treated as non-responsive and will be summarily rejected."

Dated: -

Signature:

Name:

Address:

Mobile Number:

Seal of the firm

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**CRIMINAL LIABILITY UNDERTAKING / AFFIDAVIT
ON A STAMP PAPER OF RS.100/-**

I, _____ S/o _____ Resident
of _____
do solemnly pledge and affirm.

1. That I am the proprietor /partner/authorized signatory of M/s _____
2. That the above said firm has not been declared defaulter by any government agency and that no case pertaining to violation of Income Tax Act, VAT, Service Tax/GST, and Labour Laws is pending against the firm.
3. That no Criminal case is pending against the above said firm.
4. That my firm is not under liquidation, court receivership or similar proceedings, and is not bankrupt.
5. That the above said firm has not been black-listed /debarred by any government department from participating in tendering process.

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Verification

Verified at _____ on this _____ day of _____ that the contents mentioned above are correct and true to the best of my knowledge and nothing has been concealed there from.

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