

GENERAL TERMS AND CONDITIONS

1. On acceptance of the offer/tender the Contract Agreement is to be signed by the firm within 15 days of issue of letter of acceptance to the firm and the shops should be operational within one month from the date of acceptance of the offer of allotment.
2. Location/area for establishment of Cafeteria will be decided by the committee of the institute.
3. The cafeteria shall be kept open for 24 x 7 days.
4. All the bidders/vendors are advised to visit the area of proposed Cafeteria to access the requirement of providing fixture/sinks/water Points/wash basins/ electric points/drainage system/storage Space /Plants etc. required for functioning of the Cafeteria. After completion of contract period the bidder shall remove/take out his materials, making good the damage if any occurred to use civil / electric / PHD /other work of the institute. The furniture / fixtures/ work benches preparation tables counter any other item belonging to the tender.
5. Successful bidder/vendor will be responsible for maintenance of complete civil/electrical structure/fitting/fixtures in case any damage; the same shall be repaired/made good by the bidder / vendor immediately during the period of contract.
6. On completion of contract period, the vendor is required to hand over the entire area as per original specification/standard. In case of any damage/deficiency the same shall be made good by the vendor. In case of any dispute, the decision of the competent authority i.e. of the Chief District Medical& Public Health Officer will be final and binding.

7. All civil work/electrical works/plumbing works required to be done to make Cafeteria functional shall be executed under the supervision of engineering department of District Head Quarter Hospital Bargarh, after due approval of the materials to be used.
8. District Head Quarter Hospital, Bargarh will not provide any furniture for furnishing the shop or any area of the Cafeteria.
9. The tender forms shall be legibly filled in ink or typed neatly giving full address of the quoting firm. The percentage of discount share quoted by firm should be written in figures in as well as in words. Any alteration overwriting etc., shall be duly attested by the tender. In case the quoted percentage as written in words and as in figures differ higher of two rates shall be treated as quoted rates.
10. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form including the notice shall be submitted while quoting rates. No paper/note shall be detached, failing which the tender shall be rejected.
11. The tender should be signed by the bidder himself/themselves or of his/their authorized agent/representatives. (The authorization letter to be enclosed wherever applicable).
12. The validity for the quoted rates shall be 120 (One Hundred Twenty) days from the date of tenders are opened, Any firm/individual who restricts the validity of the quoted rates for period less than 120 days shall make their tender liable to be rejection.
13. Addition or alteration in quoted rates or in any term and condition or validity period after submission of tender is not permissible and if done, earnest money of the tender shall be liable to be forfeited and tender liable to be rejected.
14. Only cooking gas/Gas cylinder authorized by the gas agency will be allowed for cooking and all cooking gas to be arranged by the contractor at his own cost. No domestic gas cylinders should be used.
15. CDM & PHO or any of the nominated committee members as constituted by the Rogi Kalyan Samiti shall periodically monitor quality of food and maintenance of hygienic condition of the shop. The licensee will have to implement all feed backs being given by such members from time to time in order to maintain the standards up to the satisfaction of the committee.
16. The licensee shall obey the various relevant central and Govt, Labour laws enforced from time to time.
17. The licensee shall not, enter in to a sub-contract of any description with regards to this license or any part thereof nor shall assign or transfer the license or any parts thereof.

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

18. The licensee shall use the allotted space, only for the purpose indicated under the agreement and for no other purpose whatsoever.
19. The licensee shall indemnify Rogi Kalyan Samiti, Bargarh from/ against any claims made or damages suffered By District Head Quarter Hospital by reason of any default on the part of the licensee in the due observance and performance of the provisions if any law which may be related to the purpose of the Agreement and to the area in which premises are located.
20. Rogi Kalyan Samiti, Bargarh shall not be responsible in any way for loss or damage by any means caused to the licensee's property in the area allotted to the bidder.
21. The licensee shall not stock, sell, display, distribute or keep hand-outs or any other form of media/medium within the schedule space allotted for the Cafeteria. Any violation in this regard will be treated as a breach of the contract and the license will be revoked. Contractor will also put up suitable signage to inform the general public the location of the Cafeteria.
22. Due to any strike or lockout either in the shop or for any other reason, if the licensee is unable to function or his business is affected, the District Head Quarter Hospital Bargarh shall not be liable for any loss, which the licensee may suffer in such an event.
23. On expiry of the license period or on termination of the license by the District Head Quarter Hospital on account of any breach on the part of the licensee, the possession of the schedule space of Cafeteria shall be taken back along with furniture, fittings, equipment and installation, if any, provided by Rogi Kalyan Samiti, Bargarh. Further, licensee shall remove his/their goods and other materials from the scheduled space immediately, failing which Rogi Kalyan Samiti, Bargarh reserves its right to remove such goods/materials at the cost of risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, Rogi Kalyan Samiti, Bargarh shall be at liberty to dispose of the goods/materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection to such an eventuality.
24. The licence herewith granted shall not be construed in any way as giving or creating any other right or interest in the said space to or in favour of the licensee but shall be construed to be as a licensee in terms & conditions herein contained as per the agreement.
25. Bidder should have registration with ESIC and Employee Provident Fund organization if he/she employs more than 20 no's of employees in his organisation. The Bidder should also ensure the payment to its employees, of engaged or outsourced, as prescribed under minimum wages act and as per the relevant statutory provisions applicable time to time. He should comply with contract labour

provisions also as per applicable norm. In case of non-adherence of such provisions mentioned on this para, licensee will be responsible for all the legal consequences that may arise at any point of time.

26. An area of around 300 Sq.ft will be provided to bidder as decided by the Rogi Kalyan Samiti, Bargarh for opening of **Cafeteria**. Rent of Rs.15,000/- P.M will be payable from the date of signing the agreement which will be increased further @ 2 % after completion each financial year from the date of signing the agreement. In addition to this electricity& water charges shall be provided on metered basis. Bidder who will quote rent above Rs.15,000/- P.M will be selected for opening **Cafeteria**.
27. Price of the items to be sold by successful bidder from the **Cafeteria** will be determined by the committee of Rogi kalyan Samiti, Bargarh. Successful bidder will be bound to sell the items in the rate fixed by committee. If any deviation found then committee has the power to levy penalty of Rs. 1,000/- in first instance. If same is repeated, then committee has the power to take appropriate action against the successful bidder.
28. Electricity will be provided by Rogi Kalyan Samiti, Bargarh through a meter or Sub-Meter. An electricity Bill will be raised by Rogi Kalyan Samiti, Bargarh and vendor has to make payment to the concerned department on monthly basis.
29. The Contract shall be initially for 2 (Two) year from the date of signing of the license deed and thereafter may be renew up to 3 year with mutual consent on terms and conditions to be settled mutually.
30. The successful bidder should enter into an agreement with Rogi Kalyan Samiti, Bargarh as per the agreement format at **Annexure-III** with this tender form, while submitting the tender the bidder is deemed to have been agreed to abide by terms and conditions as given in tender document and as stipulated in agreement.
31. The bidder should deposit performance Security of **Rs. 50,000/- (Rupees fifty thousand)** in the form of Demand Draft favouring **ZSS, Non-NRHM Funds, Bargarh**. Also if the licensee fails to vacate the premises on expiry of licensee deed, he is liable to pay damage charges of **Rs.10,000/- (Rupees Ten Thousands)** per month in the event of non-payment of the same, it shall be retained from the Security Deposit.
32. The security money will be refunded after successful completion of the license period and getting a No Demand certificate from the Engg.& Finance Division of District Head Quarter Hospital, Bargarh that licensee have cleared all dues in respect of Electricity bill and handed over the premises to the Rogi Kalyan Samiti, Bargarh, without any damage.

33. If in the opinion of the institute, there is any defect or deficiency in the performance of the contract, the Institute may terminate the licensee or impose a fine up to **Rs. 2,000/- (Rupees two thousand only)** on the licensee on each occasion. Such fines will be deductive from the security deposit or any amount due to the licensee, if not paid by the licensee being asked for within the time limit.
34. After acceptance of tender and/or after signing of agreement if the firm/individual fails to take over within the stipulated period or to fail to operate the '**CAFETERIA**' the earnest money shall be forfeited.
35. The Rogi Kalyan Samiti, Bargarh reserves the right to reject any or all tenders offer without assigning any reason there to.
36. Every page is to be signed by the applicant.
37. The conditions of the tender in subject to alteration whenever required.
38. The rates of food items sold through **Cafeteria** once decided should be strictly adhered to and cannot be changed in any circumstances without prior approval of the Institute.
39. No figure or words should be over written. Incorrect figure or words be scored out and rewritten under the initials of the licensee.
40. All the supporting enclosures to be provided as part of technical bid and should be self-attested by the bidder or person authorized on his behalf.
41. Application submitted by the applicant shall be rejected out rightly if the applicant:
 - a. Submits incomplete application.
 - b. Stipulates his/her own conditions or any alternative/condition proposals.
 - c. Does not sign and affix the stamp/seal of the Entrepreneurial Establishment of the applicant in the manner and at the places as enumerated/earmarked in the application document.
 - d. Does not have all statutory registrations/licenses.
 - e. Does not adhere to all Laws and Acts as applicable to such kind business.
 - f. Does not agree with all terms and conditions.
42. The Family member of the Employees of CDM & PHO/ Rogi Kalyan Samiti, Bargarh/Zilla Swasthya Samiti, Bargarh /NHM and proprietors, Firms who have already in contract for providing any similar

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

service (food in any form) to District Head Quarter HospitalBargarh are not eligible for to take part in the tender.

43. The licensee should employ in his service only such person whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He/ She shall not employ any child labour. The Licensee shall arrange Police verification of all his staff and issue identity cards bearing photographs of the cafeteria employee, for gate entry who shall exhibit it prominently during working hours. The cafeteria staffs are also liable for search on entry/exit.
44. The staff engaged by the bidder shall exclusively be the employee of the bidder. No relationship of master&servant shall exist between the Institute & the cafeteria staff.
45. The Licensee shall not use or allow to be used the cafeteria premises or any part therefore for dwelling purpose and shall not allow any outsiders to loiter in and around the cafeteriaarea without valid authority.
46. That the licensee shall not make any additions or alternative in the built structure and in the cafeteria premises however the purely temporary construction in public interest may be considered by the Licensor.
47. The Licensee shall at his cost employ adequate number of catering staff such as supervisors, Cooks, helpers, Service boys, Sweepers and other person for smooth and efficient running of the cafeteria services.
48. The Licensee shall exclusively be liable and responsible for their statutory wages, PF, Bonus, Medical Reimbursements, Uniforms and all other payments as may be applicable and full compliance of all statutory Laws, Rules and Regulations as applicable to them if any.
49. The Licensee shall ensure that all cafeteria employees, during their working hours wear neat and tidy uniforms and use hygiene gloves supplied by the Contractor. No cafeteria employee shall be allowed to continue his duty without uniform.
50. The employees of the Licensee will be subject to medical examination once year at Contractor's cost by registered medical practitioner. The employee should be free from all communicable contagious infections and other diseases. In the event of any employee of the contactor being found medically unfit, the contractor shall arrange to replace him. Contactor has to submit medical reports once in year.

51. Sale & Services of alcoholic drinks and tobacco products are strictly prohibited. If anything happens against this clause the RogiKalyanSamiti,Bargarh shall have all the rights to cancel the agreement and take proper legal action against the contractor as per law.
52. The vendor will arrange all cooking utensils and serving materials including proper furniture setup for dining area. All cooking utensils are to be of stainless steel and all serving material of stainless steel or bone china.
53. Use of polythene bags etc. is prohibited in District Head Quarter HospitalCampus as per direction of government /RogiKalyanSamiti,Bargarh.
54. That the licensee agrees to keep the cafeteria premises neat clean and tidy at all times and according to the Health/Hygienic norms of the Bargarh Municipal Corporation.
55. The Licensee shall arrange soap, clean towel etc. at the washbasins to be provided at his own cost round the clock.
56. Personal hygiene of all food handlers should be adhered to along with maintaining personal hygiene and wear clean attire.
57. All food handlers to use appropriate head gears and gloves.
58. All food items to be stored in clean and hygienic and safe place free from flies and other pests.
59. The bidder should maintain the use of clean materials and clothes and safe and hygienic practices to ensure that no cross contamination of other items in the work place occurs.
60. The quality and quantity of the food to be served in the Cafeteria will be checked regularly by authorised member of the Institute.
61. The periodic pest control in the cafeteria will be done by the Licensee. In case cafeteria kitchen requires special post pest control treatment, it has to be arranged by the licensee himself.
62. Only refined edible oil of good quality to be used like Saffola / Nature Fresh.
63. R. O. Water should be used for cooking and service purpose.
64. No left over off one meal to be used in another meal.No stale food, rotten fruit / Vegetables shall be broughtto be.
65. Segregation of waste materials will also be undertaken by licensee as per local rules and regulations.

66. The personnel employed by the licensee should be polite, courteous & well behaved with the general public.
67. The licensee shall make appropriate arrangements and install adequate fire fighting equipment at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed equipment checked/monitored from any approved agency at the cost of the licensee if felt appropriate during the period of licensee.
68. The licensee will maintain high quality of hygiene i.e. fly proof apparatus/machine, Dustbins for used cups/plates.
69. The licensee shall maintain complaint book/visitors book/suggestions box at a prominent place in the licensee premises and in such way that it easily accessible to any person who wishes to record any complaint/suggestion and the details/books shall be open for inspection to the licensor as and when demanded.
70. The licensee shall use high quality raw material/oil preferably branded material for preparing food items.
71. For security reason the licensee shall provide the list of all the employees appointed by the licensee in the Cafeteria. Such list shall contain the following details of the employees appointed by the contractor namely Name, Age, Date of Birth, Sex, Photo, Educational Qualification, Designation, Permanent and Temporary Address, Telephone No, and health record. The contractor shall inform appointment and removal of employee immediately.
72. On expiry of the licensee period or on termination of the licensee by the **RogiKalyanSamiti, Bargarh**, on account of any breach on the part of the licensee, the licensee shall deliver the possession of the scheduled space in good condition and in peaceful manner along with fitting equipment and installation if any provided by RogiKalyanSamiti, Bargarh. Further, licensee shall remove his/their goods and other materials from the scheduled space immediately, failing which RogiKalyanSamiti, Bargarh reserves its rights to remove such materials/goods at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 10 days, RogiKalyanSamiti, Bargarh, shall be at liberty to dispose of the goods/materials of the licensee by public action to recover the cost. The licensee shall not be entitled to raise any objection in such eventuality.

Signature _____ of
Bidder.....

Name & full
address.....

Contact
No.....

Seal:-

**Tender For 24 x 7 Cafeteria at DISTRICT HEAD QUARTER HOSPITAL,
Bargarh**

Annexure -1(a)

TECHNICAL BID

Sl. No.	Subject	Information to be filled by the tenderer	Page number where applicable
1.	Name of the Establishment / Firm/Company /individual		
2.	Complete Address & Telephone No.		
3.	Name of Proprietor/Partner/Managing Director/Director. (copy of the Partnership deed/ Memorandum of Association, as the case may be, to be submitted)		
4.	Name, designation and phone No. of persons authorized to sign the document on behalf of the Company/ Firm/Proprietor concern (Authorization Certificate to be enclosed)		
5.	Whether the firm has enclosed the Demand Draft of Rs.1,00,000/- as Earnest Money Deposit and Rs2,000/- as Tender Fees		
6.	GST Registration No		
7.	Valid Food licence No.		
8.	PAN No. (Copy of PAN Card to be enclosed)		
9.	Past Performance Certificate available if any Mentioning detail as per Annexure-I (c).		

10.	Enclosed experience certificates available if any as proof for providing same cafeteria services in Educational Institute/Govt. organisation/University/Hospital etc.		
11.	Whether all the Statutory Registration / requirement as directed by Govt. authorise to run such kind of business have obtained/fulfilled (Enclose copy)		
12.	Income Tax return of Last 3(Three) years (copy to be Enclosed) (i.e. 2016-17,2017-18,2018-19)		
13.	Have you complied with provisions of child Labour Act (enclose undertaking)		
14.	Do you comply with provisions of minimum Wages Act?		
15.	Have your company/Firm been under litigation or any other action has been initiated by any authority for violation of any provisions of Law or have you been black listed by any organization. If Yes, Please give Details Enclose affidavit Stating there in detail of (Police case/ case in court of law/ Vigilance/CBI.		

I/We have gone through the contents of the application from carefully. The information supplied by me/us is true to the best of my/our knowledge and behalf and nothing has been concealed there from. I/We conform that I/We shall abide by the terms and conditions of the Institutes.

1. I understand that mixed quotation will not be considered for acceptance.
2. Expenses for site preparation work and other expenses maintaining cleanliness of the surrounding area shall be borne by me and shall be arranged by me after obtaining necessary permission in writing from the Executing Officer of the licence.
3. I/We also agree to all terms and conditions of the RogiKalyanSamiti, Bargarh as stipulated in the tender form or as issued from time to time.
4. I/We also agree to sign the Contract Agreement within 15 days from the date of issue of letter of acceptance/award, failing which the earnest money deposited by me shall be liable to be forfeited by the RogiKalyanSamiti, Bargarh.

Place:

(Signature of the Applicant)

Dated.....

(Seal, if any)

N.B.:

- i. The applicants are advised to see the space available at site in their own interest.
- ii. The tender form duly filled under sealed cover should reach to the office of the Chief District Medical & Public Health Officer, Bargarh, Odisha 768028. The technical bid shall open as per

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

schedule in the presence of the committee. Only those who qualify the technical bid, their financial bids will be opened.

- iii. Each page of tender must be numbered and signed by the Authorised Signatory.
- iv. In case the application has been made by the partnership firm, a copy of the partnership deed should be enclosed with the application form.
- v. **The Institute reserves right to accept or reject any tender/application without assigning any reason therefor, late incomplete and confidential not be accepted.**

CHECK LIST OF DOCUMENTS TO BE ENCLOSED

1. Self-attested copies of experience available if any.
2. Details of existing clients as per **Annexure 1 (d)** available if any.
3. IT returns of last three years (**i.e. 2016-17, 2017-18 and 2018-19**).
4. Self-attested copies of turnover for the last financial year **i.e. F.y 2018-19**.
5. Self-Attested copies of PAN number.
6. Self-Attested copies of GST number.
7. Affidavit declaring that the firm has not been blacklisted by any Organisation / Client
8. Requisite undertakings as per the tender form such as
9. Other Undertaking/Certificate as per tender application form.
10. Firm shall furnish a certificate from the concerned Chartered Accountant stating that up to date tax returns have been filed and there are no dues pending for deposit with the concerned department.
11. Undertaking that no case is pending in Vigilance/CBI /Police or Court of Law.
12. Tenderer should have the license /permission to engage Labour/Staff as required under the contract labour (Regulation & Abolition) Act, 1970.
13. Tenderer should enclose self-attested copies of registration certificate under Employees State Insurance Act, and under employee Provident Fund Act available if any.
14. Self-undertaking for compiling provisions of Child Labour Act and minimum wages Act.

Signature of
Tenderer.....

Name & full
address.....

Contact No.....

Seal:-

PERFORMANCE CERTIFICATE PERFORMA

1.	Name of Contract & Location	
2.	Scope of Tender	
3.	Date of commencement	
4.	Period from To	
5.	Report towards quality of food	

(Seal of the Organisation)

(Signature of the responsible authority)

Date:

Note: This may also be submitted in Standard Certificate format mentioning above information enclosing a copy of Agreement.

DETAILS OF EXISTING CLIENTS

Details of existing clients:

(Separate page must be submitted for each client)

Name of the Company	
Address of the Company	
Name designation of contact person with Telephone number	
Numbers of persons to whom catering services are provided per day	
Number of employees deployed by the Contractor for the said client	Kitchen staff Service Boys Others

Signature of the Applicant

Name and Designation of the Applicant

Seal of the Applicant

Annexure – I (e)

MENU CHART

(This is Sample only; Bidders may add more items in their bid with suggested reserve price)

SI. No.	List of Items at ‘CAFETERIA’ at two outlets situated in District Head Quarter Hospital Campus. <u>ALL ITEMS BE PROVIDED IN A HYGIENIC FOODGRADE MATERIAL WITH PROPER PACKING WHEREVER REQUIRED.</u>	Quantity	Reserve Price
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A. BEVERAGES:

1.	Tea	150ml	Rs. 5/-
2.	Coffee	150 ml	Rs. 7/-
3.	Milk (Hot/Cold)	150 ml	Rs. 10/-
4.	Tomato Soup	150 ml	Rs. 10/-
5.	Branded Dairy Products		As Per MRP
6.	Branded Drinking /Mineral Water of all size packing of different branded Company		As Per MRP

B. SNACKS (All should be made available with Ketchup Sachet + Paper Napkin)

10.	Vegetable sandwich +Ketchup Sachet + Paper Napkin	80 gms	Rs. 15/-
11.	Grilled sandwich + Ketchup Sachet + Paper Napkin	80 gms	Rs. 15/-
12.	Aloo/ Parantha (75 gm each) with 100 ml Curd + Sugar/Salt Sachet Pickle	Two Pieces	Rs. 20/-
13.	Aloo/ Parantha (75 gm each) + Sugar/Salt Sachet Pickle	Two Pieces	Rs. 15/-
14.	4 Puri (30gm Each)120 gm /4 Bada (40gm) , 100 gmSabji and 100 ml Curd		Rs. 20/-
15.	4 Puri (30gm Each)120 gm /4 Bada (40gm) , 100 gmSabji		Rs. 15/-
16.	Paneer/Veg. Kulchas 100 gm + Ketchup Sachet + Paper Napkin	One Piece	Rs. 20/-
17.	Eggs Boiled (Standard Size)	Two Pieces	Rs. 15/-
18.	Eggs omelette (Two Egg Standard Size) with four large bread slice (1.lagre slice =30gm).		Rs. 20/-
19.	Assorted Biscuit packet of branded companies		As Per MRP
20.	Packet of peanuts (salted and unsalted)		As Per MRP
21.	Bread Pakora(2 large Slices 30g each)	80 gms	Rs. 10/-
22.	Vegetable Cutlet	Two Pieces (40 gms)	Rs. 10/-
23.	Kachori (with aloosubji) (two pices)	40 gm each	Rs. 15/-
24.	Bread Roll (two pices)	40 gm each	Rs. 15/-

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

25	Seasonal Pakoras	100 gm	Rs. 15/-
26	Samosa / Singada / Allochup (4Pices)	50 gm each	Rs. 15/-
27	Matthi (4 pieces)/ Namak Pare (100 gm)		Rs. 15/-
28	Bada (two pieces)	40 gm each	Rs. 15/-
29	Chana Dal Vada (Four Pieces)	30 gm each	Rs. 15/-
30	VadaChatni (Four Pieces)	30 gm each	Rs. 15/-
31	Egg roll	100gm each	Rs 20/-
32	Chicken roll	100gm each	Rs 30/-
33	Veg roll	100gm each	Rs20/-
34	Paneer roll	100gm each	Rs20/-
35	Spring roll	1000 gm each	Rs20/-

C. BREAKFAST IN HYGIENIC FOOD GRADE PAGKING:

36	100 gm pack of any breakfast cereal i.e. (cornflakes, oats, roasted dalia, wheat flakes) 100 ml hot/cold milk with two sachets of sugar, disposable bowl & a spoon.		Rs. 20/-
37	4 Slice of whole wheat bread (1Slice =30gm), 25 gm butter sachet and paper napkin.		Rs. 20/-

D. BAKERY ITEMS:

38	Egg less cake/muffins of packing individuals (branded company)		As Per MRP
39	Vegetable Burger (Medium size)	150gm	Rs. 20/-
40	Cheese & Chattani Sandwich	80 gms	Rs. 20/-

E. SOUTH INDIAN DISHES:

41	2 Idly-Chutney/Sprouted Idly of 80 gms each, 100 ml samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
42	2 Vada of 50 gm each, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
43	Uttapam 150 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
44	RavaUpama 150 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs. 20/-
45	Dosa plain 150 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs20/-
46	Masala Dosa250 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs 25/-
47	Rava Masala Dosa250 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs 25/-

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

48	Mysore Masala Dosa 250gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs 25/-
49	Onion masala Dosa 200 gm, 100 ml Samber, 50 ml coconut chatni food grade disposable bowl, spoon and paper napkin.		Rs 30/-

F. LUNCH/DINNER(with spoon and paper napkin: Full meal combination of :)

50	Paneersabji (150 gms) + seasonal vegetable (150 gms) + Dal/Chole/Rajma/Khadhipakora (150 gms) + {Steamed rice (150 gms) + Two roti (Tawa /Tandoori 40 gm each) or / (Steamed Rice 250g or 5 roti) }+ BundiRaita (80 gms).	800 gm	Total Rs. 60/- Per Plate
51	Veg Biryani (300 gms)+ Masala soup (100ml)+ Raita (100ml)	500gm	Total Rs. 50/- Per Plate
52	Steamed Rice (250 gms) + Dal (100 gm) + Fish Curry (150 gm , 2pc) + Salad (100 gm)+ Fryedvagi (50gm) + Two roti (Tawa /Tandoori 50gm each)	750gm	Total Rs. 60/- Per Plate
53	Steamed Rice (250 gms) + Dal (150 gm) + seasonal vegetable (150 gm + Salad (100 gm)+ Fryedvagi (50gm) + Two roti (Tawa /Tandoori 50gm each)	800 gm	Total Rs. 60/- Per Plate

G. INDIVISUAL ITEMS (Indian)

54	Rajma/Chole/Dal	200 gm	Rs. 20/-
55	ShahiPaneer/Mutter Paneer	200 gm	Rs. 30/-
56	Any Seasonal Vegetable	200 gm	Rs. 20/-
57	Plain Rice	200 gm	Rs. 20/-
58	KadhiChawal	200 gm	Rs. 30/-
59	Rajma with jeera Rice	(200 + 150) gm	Rs. 30/-
60	Chole with jeera Rice	(200 + 150) gm	Rs. 30/-
61	Tandoori Roti	1 Piece (40 gm)	Rs. 5/-
62	Naan	1 Piece (60 gm)	Rs. 10/-
63	Fried Rice 200gm (With Seasonal veg)+ Curry 50 gm)	300 gm	Rs. 30/-
64	Fish Curry (2pc 150gm)	150gm	Rs. 30/-

H. CHINESE

65.	Veg chowmin	125 gm	Rs 30/-
66.	Egg chowmin	125 gm	Rs 20/-
67.	Chicken chowmin	125 gm	Rs 25/-
68.	Chilli paneer	100 gm	Rs 30/-
69.	Chilli chicken	100 gm	Rs50/-
70.	Chicken lolly pop	100 gm	Rs 30/-
71.	Corn Sup	100ml	Rs10/-

I. SWEET DISHES:

72.	BundiLaddoo (50 gm each)	2 Piece	Rs. 15/-
73.	GulabJamun (50 gm each)	2 Piece	Rs. 15/-
74.	Jalebi (40 gm each)	2 Piece	Rs. 10/-
75.	Rassogulla(50 gm each)	2 Piece	Rs. 15/-
76.	Jhilli (50 gm each)	2 Piece	Rs. 15/-

J. JUICES/ LASSI:(To be provided in disposable glass with one paper napkin.)

77.	Masumi/Kinu/ Orange / Santara/ Grape Juice	250 ml	Rs. 20/-
78.	Pineapple Juice	250 ml	Rs. 20/-
79.	Apple /Banana / Mango / Papaya / ChikkoShake	250 ml	Rs. 20/-
80.	Lasi	250 ml	Rs. 20/-
81.	BelPana	250 ml	Rs. 20/-
82.	Anar Juice	250 ml	Rs. 30/-
83.	Mixed Juice	250 ml	Rs. 20/-
84.	Carrot Juice	250 ml	Rs. 20/-

Above items are illustrative and not exhaustive. Any further addition/deletion can be made with specified rate at the discretion of institute.

Signature.....

Name & full Address.....

.....

Telephone No.....

PRICE BID FORM

Name and full address of :
the quoting firm

Telephone/Mobile No. :

Name of the shop :

Time for which it can be operated every
Day including Sundays/Holidays : 24 Hours

SI No	Particulars	Reserved Price (Rs.)	Price quoted by Bidder (Rs.)
01	Shop Rent	Rs.15,000/-	

N.B:- Price on each item shall be fixed to the nearest rupees after discount in consultation with the authorities of District Head Quarter Hospital, Bargarh.

Catalogues etc. to be enclosed if available separate sheet be attached if required a reference No. of separate sheet attached be mentioned herein this column.

Signature _____ of
Tenderer.....
.....

Name _____ & _____ full
address.....

Contact No.....

Seal:-

LICENCE DEED

This agreement of Licence is made on this day of between RogiKalyanSamiti, Bargarhacting through the CDM & PHO, Bargarhhereinafter called the “Licensor” which expression shall mean and include all its successors, assigns and nominees of the first part and Shri/Ms/M/s (Name& address of the licence) hereinafter called the ‘Licensee’ of the other part.

Whereas the licensee shri (Name & address of the licensee) being a qualified bidder as per tender process has been allowed the privilege of running ‘Cafeteria’ located atto meet requirement of OPD patient/attendants to the patients and the relatives as well as staffs and students.

And whereas in consideration of the tender process and being a qualified tenders the Licensor has decided to allow the Licensee to sell to patients/attendants visiting District Head Quarter Hospital, as aforesaid (Percentage in words) prescribed food / invoice etc.

NOW THIS AGREEMENT OF LICENCE WITNESSTH AS FOLLOWS:

1. That the CDM & PHO, Bargarh will be the Executive Officer in the present case and all matters in respect of premises/licence will be dealt with by him on behalf of the Licensor, directly.
2. That the Licence shall be for a period of Two Years only from.....to..... and thereafter, may be renewed with mutual consent on the terms & conditions to be agreed mutually between the Licensor and the Licensee.
3. That the monthly Licence fee shall be payable in advance on or before 10th day of each calendar month for use and occupation of the said space.
4. The licensee should get electricity connection from the institute and liable to pay electricity bill/charges to the WESCO.
5. That, in additional to Licence fee, the licensee shall have to deposit Performance Security in shape of Demand Draft as per term & Conditions of the tenderer.
6. That the overall control and supervision of the said space will remain vested in the Licensor and officials of the Licensor shall at all reasonable hours, be entitled to inspect the premises under Licensee with respect to its confide use and in connection with the fulfilment of the other terms & conditions of the Agreement advertised with tender and further issued time to time , Administrative Officer or the nominated committee members as constituted by the RogiKalyanSamiti, DHH, Bargarhshall periodically monitor quality of food and maintenance of hygienic conditions. The caterer /contractor will have to implement all feedbacks being given by such members time to time in order to maintain the standards up to the satisfaction of the committee.
7. That in order to carry on the above work of running the said ‘CAFETERIA’. The responsibility of obtaining other licences permission, if any, from the component authority, viz, PMC or any statutory bodies etc. shall be of the licensee and in no circumstances, the delay in the issue of such permission of refusal in getting the same shall not be a ground to pay the licence fee and other charges otherwise payable by the licensee.

Tender Enquiry No. 20/DMF/Cafeteria/2019-20

8. The Licensee shall use the space for the purpose for which it is earmarked and for no other purpose.
9. That the Licensee shall not permit the premises or any part thereof to be used by any other person(s) for any purpose whatsoever without the prior permission in writing of the licensor. The licensee shall not introduce any partner, nor can the licensee transfer permission for use the premises or part thereof to any other third party under any circumstances.
10. That the licensee shall sell the item listed in the **Annexure-I (e)** as per the prescribed rates laid down. Any explanation/Justification sought for in this reference shall have to be given by the licensee immediately and any direction/instruction issued through the executing Officer have to be abided by the licensee.
11. That the Licensee shall fulfil and abide by all the provisions of the municipal laws in force and those of any other enactment for the time being in force.
12. That the Licensee shall keep the premises as well the surrounding areas clean and tidy. The Licensee shall not cause any destruction, any addition/alteration or encroachment or make publicity whatsoever in the premises under any circumstances and in the event of failure to abide by the same shall tantamount to breach/violation of items and conditions of the Agreement. However temporary structures in public interest only with the prior permission of the licensor may be considered.
13. That the Licensee shall fulfil and diligently comply with all the directions general or special orders issued by the Licensor from time to time.
14. That the Licensee shall not do anything in or outside the said space which may create nuisance to the passer by general public/ other facilities or services.
15. Only authorized cooking gas media will be allowed for cooking and all cooking gas is to be arranged by the contractor at his own cost Domestic LPG shall not be permitted to be used.
16. That on expiry of the period covered under this agreement or in the event of revocation of Licence deed under the terms and conditions or in case of non-use of the space for a period of thirty consecutive days, the Licence shall have to remove its belongings and hand over vacant physical possession to the Licensor failing which the Licensor shall be entitled to remove the belongings of the Licensee from there at the Licensee's cost.
17. That the Licensor shall be entitled to forfeit the security deposit and cancel the Licence in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.
18. That the Licensee shall deal with the general public politely and shall not conduct itself in such a way as to cause annoyance to anyone.
19. That the Licensor shall have the discretion, at all times to alter/shift to any other place without assigning any reason(s) whatsoever. No claim/ compensation if any demanded by the Licence in this regard will be entertained.
20. That the Licensee shall always appropriately display the rates of products/items being offered for sale at the site.
21. That any notice to be given under the terms of the Agreement shall be considered to be duly served if the same has been affixed at the site as allotted for running the trade to the Licensee.

22. That in case of any dispute between the Licensee and the visitors/staff. The matter shall be referred to the Director, whose decision shall be final and binding upon the Licensee.
23. That the agreement can, at any time, be withdrawn/cancelled/terminated by giving one month's notice in writing by either side without assigning any reason(s) and the Licensee shall vacate the space within the stipulated period failing which Licence shall be liable to be removed by the Licensor, by use of force, if necessary. In additional, the Licensee shall, in the event of refusal/neglect to vacate the site be liable to pay Rs 50,000/- (Fifty Thousand) per month, towards damage charge and the same will payable by the Licensee failing which the same will be deducted from the performance security.
24. That no. claim of Licensee can be entertained for non-payment of Licence fee or reimbursement thereof on any ground, whatever, including decrease in sales on account of strike etc. at District Head Quarter Hospital, BARGARH.
25. If, in the opinion of the Institutes, there is any defect or deficiency in the performance of this contract, the CDM & PHO may terminate the licence or impose fine of Rs. 2000/- (Rupees two thousand only) on the licensee on each occasion, Such fines will be deductible from the security deposit or any amount due to the licensee, if not sooner paid by the licensee.
26. The said space/premises of using **Cafeteria** located at District Head Quarter Hospital, Bargarh. The routine maintenance of the said premises shall be done by Licensee at their own cost Major repairs as may be required to be done to natural wear & tear and which are not due to mishandling of the licensee shall be considered by the Licensor.
27. For maintaining the **aesthetic beauty of the area** and for general welfare/interest of the Licensor instructions as issued by the Executing Officer from time to time shall be abided by the Licensee.
28. The Contractor **shall not use or allow** to be used the cafeteria premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the cafeteria building without valid authority.
29. The Contractor shall at his cost **employee adequate number of catering staff** such as supervisors, Cooks, helpers, Services Boys, Sweepers and other persons for smooth and efficient running of the cafeteria services.
30. The Licence fee so fixed herein above should be deposited by Bank Draft/Pay Order in favour of RogiKalyanSamiti, DHH, Bargarh through the CDM & PHO, Bargarh. Any delay lapse on account of non-payment of the said amount within stipulated period shall be deemed to be breach of contract and shall entitled the Licensor to deal with the licensee befittingly in a manner as per the circumstances.
31. Sub-letting of any portion in any form is not permissible. If found so action will be taken as deemed fit including forfeiting of EMD and termination of Contract.
32. In case of any incidents/quarrel/complaints occurred/ thefts in the **Cafeteria** then all type of FIR with the police, court cases on this account has to be dealt with by the licence immediately with information to the concerned authority.
33. The Licensee shall make appropriate arrangement and install adequate fire fighting equipment at its own cost and ensure that they are periodically checked and maintained. The Licensor shall have the right to get the installed checked/motored from Bargarh or any other approved agency at the cost of the Licensee if felt appropriate during the period of licence.

34. The licence **cannot be transferred or assigned** by the licencee in any circumstances and in case of any change in the constitution of the licensee, without prior specific consent of the licensor, the right of the present license shall revert to the Licensor forthwith.
35. The built up structure must **not be used for any purpose** other than that mentioned in this license. No benches/tables/counters/hoarding, etc. is allowed to be fixed outside the defined premises by the Licensee and surrounding area shall be open for free movement of general public.
36. Administrative Officer or the nominated committee members as constituted by RogiKalyanSamiti, DHH, Bargarh shall periodically monitor quality of food and maintenance of hygienic conditions. The caterer/contractor will have to implement all feedbacks being given such members time to time in order to maintain the standard up to the satisfaction of the committee.
37. The licensee shall bear the cost of stamp duty to prepare license agreement. All other applicable charges shall also be borne by the licensee.
38. During the contract period, there will be no revision in the rates. If during the said contract period and or during extended period of contract, the contractor expresses his inability to fulfil the contract or run the cafeteria it will be treated as breach of contract and the contract will be terminated. In such case, RogiKalyanSamiti, DHH, Bargarh reserve to right to Forfeited the security deposited submitted by the contractor. Blacklist the contractor for three years.
39. The contractor shall observe, abide and comply with the Rationings provisions/regulations /rules that are in force or that which shall be brought in to force from time to time and shall obtain the necessary permits and comply with the directions of the food and rationing Authorities including submission of returns etc.
40. The contractor hereby agrees that variation in the rebate price /rate of the article of food and soft drinks as offered by the contractor shall not be allowed to be changed during first year of the contract and thereafter the same may be allowed only with the prior written permission of the RogiKalyanSamiti, DHH, Bargarh However the items sold on MRP mentioned by the company may be changed with the information to the licensor.
41. The contractor shall display the price/rate of the articles of food and soft drinks. The contractor shall also arrange copies of the menu card having the rebate of price/rate offered by the contractor over the articles of food and soft drinks provided by the contractor countersigned by contractor and District Head Quarter Hospital authorities. In addition the contractor shall also arrange the list of price/rate as approved from time to time by the RogiKalyanSamiti, DHH, Bargarh in bold letters at such conspicuous place as may be directed by it.
42. Contractor shall obtain the license from the Health Department or concerned department and pay the license fees accordingly.
43. Selected Contractor, to whom the final contract will be awarded, shall enter into AGREEMENT. The stamp duty, Execution cost etc. shall be borne by the agency entering into agreement with RogiKalyanSamiti, DHH, Bargarh.
44. **Maintenance & Insurance of premises-**

The licensee shall be responsible for proper upkeep and maintenance and/or any damage or loss done to the premises. The licensee shall insure and keep adequately insured and said built up structure against the loss of

damages by fire or any other natural calamity in the joint name of the licensor and the licensee in such insurance office of the licensor may approve and shall produce the policy cover of insurance and receipts of premium and other payments whenever required by the licensor or his agents for inspection provided also that if such money be insufficient for that purpose, the licensee shall at his expenses rebuild the premises and make it habitable provided always that if the licensee shall fail to insure and keep insured the said premises .the licensor may do so himself and recover from licensee all sums so paid, as part arrear of license charges for maintaining the aesthetic beauty of the area and for general welfare /interest of the licensor instructions as issued by the Executing Office from time to time shall be abided by the Licensee.

45. **No damage to the fixture or fittings**-That the licensee shall not injure or damage any of the electric, sanitary and other fixture and fittings and appliance of whatsoever nature included in premises as licensed to it and shall take good care of the same and shall from time to time restore and replace any of such fittings and appliances as are damaged or worn out.
46. **Penalty for Default** – That the licensor shall be entitled to forfeit the security deposit and cancel the license in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.
47. In case the contractor fails to supply the listed food items/juices a penalty will be imposed to be decided by the competent authority on the merit of the complaint by the licensor.
48. **No compensation** – Even on the determination of this license (either prior to the time provided herein or in the extended time) the Licensee shall not be entitled to any compensation whatsoever.
49. **Indemnity** –The bidder shall indemnify the institute against all actions, suits, claims and demand brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connections with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevailed prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder negligence .The bidder will pay all indemnities arising from accidents without any extra cost to hospital and will not hold the hospital responsible or obligated. RogiKalyanSamiti, DHH, Bargarhmay at its discretion and District Head Quarter Hospital, Bargarhentirely at the cost of the bidder defined such suit, either jointly with the bidder or single in case the later chooses not to defend the case or if the case is not defined as per the satisfaction of the RogiKalyanSamiti, DHH, Bargarh.

In witness whereof, the license and the licensor here appended their signatures indenture on thisday of.....at BARGARH.

Licensee
Witness

Licensor

1.

2.