

### GOVT OF ASSAM

# OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT DHUBRI MEDICAL COLLEGE & HOSPITAL, DHUBRI, ASSAM, PIN- 783324

Email: dhubrimch@gmail.com

No. DMCH/ACCOUNTS/STAFF CANTEEN/2023/697

Dated: 05/10/2023

Detailed tender document for running a Staff Canteen at Dhubri Medical College & Hospital Campus

# NOTICE INVITING TENDER

invited from of are Rs 8 25 fee court affixing Sealed Tenders individuals/firms/agencies/restaurant owners having proven experience and ability in preparation and serving of food for running a Staff Canteen on license basis situated in the Dhubri Medical College & Hospital Campus, Dhubri, Assam, PIN - 783325. The license shall be valid initially for a period of twelve (12) months renewable subsequently for a period to be decided by the DMCH authority on satisfactory performance to be judged by the College Authority/Tender Committee.

The Terms and Conditions and other related aspects are outlined in the Tender Document.

The Tender Document is made available in the website of Dhubri Medical College &

Hospital, Jhagrarpar, Dhubri, Assam - 783325.

Interested bidders are requested to download the tender document accordingly. No hard copy of the tender document will be available in the Office of the Principal cum Chief Superintendent, DMCH.

**Earnest Money Deposit** 

Rs. 1,00,000/- (Rupees One Lakh) only in the form of a demand draft drawn in favour of "HMS of Dhubri Medical College & Hospital drawn on UCO Bank payable at Dhubri Br. Firms registered under MSME are exempted from EMD, subject to registration submission of certificated.

5,000/-Non-Refundable Rs. (Rupees Five thousand ) only in the form of a demand draft drawn in favour of "HMS of Dhubri Medical College & Hospital" drawn on UCO Bank payable at Dhubri Br.

01/11/2023 upto 4:00 PM

02/11/2023 at 01:30 PM

Last Date/Time of receipt

**Tender Processing Fee** 

Date/Time of opening

Principal cum Chief Superintendent Dhubri Medical College & Hospital Dhubri-Assam

## **Dhubri Medical College & Hospital**

Dhubri, Assam, PIN - 783325

# TENDER FORM FOR OPERATING STAFF CANTEEN ON LICENSE BASIS AT DHUBRI MEDICAL COLLEGE & HOSPITAL CAMPUS IN AN ALREADY EXISTING BUILDING

#### **Description of the Tender**

Operating Staff Canteen on license basis for a period of **twelve (12) months** at Dhubri Medical College & Hospital, Dhubri, Assam, PIN – 783325.

It is proposed to have a Staff Canteen showcasing the food with a contemporary interpretation & understanding of their nutritive values maintaining high standards of hygiene, presentation and services.

#### NOTE:

- 1. Last date & time of receiving the fully filled in Tender document with all required enclosures is up to 01/11/2023 up to 4:00 PM
- 2. Date and time of opening the tender document by the Tender Committee in presence of the bidder or their authorized representative is at 01:30 PM of dated- 02/11/2023 in the office chamber of the Principal cum chief Superintendent.
- 3. Bidders are required to ensure their presence at the time of opening of the tender document
- 4. The entire documents should be duly filled in and submitted in original.
- 5. All pages should be signed by the Applicant under seal.
- 6. All information to be written legibly. Where figures are furnished, these are to be written in words also, within brackets.
- 7. Attach separate sheets wherever necessary.

## 1. Key Terms

Following words and terms used in this document shall, unless the context requires otherwise, have the following meaning:

- a) 'Tender' or 'Bid' means the formal offer to undertake the work.
- b) "DMCH" means Dhubri Medical College & Hospital

- c) 'Applicant' or 'Tenderer' or 'Bidder' means the person submitting the Tender pursuant to the Notice Inviting Tender.
- d) 'Staff Canteen' means the Staff Canteen at DMCH Campus
- e) 'Chairman' is the Chairman of the Tender Committee, DMCH, Dhubri
- f) "License Agreement" means the agreement to be executed between the Licensee and DMCH for award of license to the Licensee to operate the Staff Canteen.
- g) "Licensee" or "Agency' means the individual/agency selected for award of license to operate the Staff Canteen.
- h) "Licensed Premises' means the Staff Canteen building situated in the DMCH Campus
- i) 'Licensor' means DMCH
- j) "Term" means the term commencing from the Commencement Date, until the termination of the license awarded to the Licensee to operate the Staff Canteen.

#### 2. Terms and Conditions

## I. Terms and Conditions for submission of the tender

- No Tenderer shall be a close relative of any employee of DMCH, nor shall any Tenderer be associated with an employee of DMCH or their close relatives as proprietor / partner / share holder / director and the like.
- The successful Tenderer shall be required to enter into a License Agreement with DMCH, governing the Terms and Conditions of the license on non-judicial stamp paper
- The Tender should accompany a demand draft of Rs. 1,00,000/- (Rupees One Lakhs only) in favour of "HMS of Dhubri Medical College & Hospital", drawn on the UCO Bank or any other nationalized bank towards Earnest Money Deposit which shall be refunded to unsuccessful Tenderers for which no interest shall be payable.
- The successful Tenderer shall submit the following documents and payments within 7 days from the date of placement of the work order:
- Duplicate copy of the work order duly signed by the Tenderer as a token of acceptance of the service contract.
- Original copy of the License Agreement/deed of license governing the Terms and Conditions of the Contract on non-judicial stamp paper of Rs.100/-. The expenditure is to be borne by the successful bidder only.
- The Staff Canteen shall be kept open on all days of the year during the prescribed hours of functioning from 6.00 A.M. to 10.30 P.M. only. No order should be entertained after 10 pm. However, this can be modified by The Principal cum Chief Superintendent, DMCH if and when necessary.

#### II. Rent

The area of the Staff Canteen is 2977.93 Sq.ft. (including rooms and corridors). The rent of the entire Staff Canteen premises is fixed at □ 15,000/-(Rupees Fifteen thousand) per month excluding the electricity charge which will be borne by the Licensee separately on the basis of consumption to be determined by the Electrical Division/ PWD/ DMCH. All amount have to be deposited before 10<sup>th</sup> of every month to the Hospital Management

# Society. Bid under the fixed amount will be rejected.

#### Eligibility ш.

- An Applicant shall be an individual/firm/agency of sound financial status having a minimum two years' experience in running a Staff Canteen or restaurant.
- An applicant shall submit, directly or indirectly, only one application in the tendering process, either individually as an applicant or as a partner. An Applicant who submits or participates in more than one application will cause all the applications in which the applicant has participated to be disqualified.
- The applicant should not be barred or black-listed by any Government Department
- PAN of the proprietor
- Valid GST Registration certificate should be possessed by the Applicant

#### **Power Point Presentation** IV.

The bidders are required to prepare and present a Power Point Presentation (PPT) of maximum 15 minutes, covering all the aspects of Bid on the day of opening tender.

#### **Earnest Money Deposit** v.

- The Tender should be accompanied by Earnest Money Deposit of Rs. 1,00,000/- in the form of demand draft.
- Tenders not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- Earnest Money Deposit of unsuccessful Applicants will be returned without interest after the finalization of the tender.

#### Submission of Tender Form VI.

- Tender form should be filled up in all respects and returned by the applicant duly signed on each page of the original Tender form including the pages containing the terms and VII. conditions and should be properly sealed. The following documents must accompany the Tender Form:
  - a. Certificate of furnishing correct information: The applicant shall furnish a certificate to the effect that correct information has been furnished in the Tender and the Applicant shall be solely responsible for furnishing misleading, wrong or false information in the Tender. Furnishing of misleading, wrong or false information may lead to the cancellation of the Bid. (Annexure-2)
  - b. Certificate of sound financial status from a nationalised bank with whom the bidder has financial transactions.
  - c. Letter of authorization duly authorizing the signatory to participate and sign the Tender documents on the letterhead of the Applicant.
  - d. Declaration on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public to the effect that the Applicant is not barred or black-listed on any Government Department or public sector Undertaking.
  - e. Copies of financial statement (balance sheets, including all related notes, and income statements) for the last 3 financial years.
  - f. A sample menu with quoted price of food items. The quantity along with ingredients

of each item is already expressed and no alteration should be made in any of the items in the sample menu. Prices of all items mentioned should be quoted. Leaving any item without quoting price will summarily disqualify for further evaluation of the bidding document.

- g. Documents evidencing their expertise/experience of a minimum of two years. However, experience of more than two years will not give any extra weightage to a particular bidder.
- h. The rate should be clearly indicated in words and figures. Whenever there is discrepancy between words and figures, the lower among them shall apply.
- i. A signed copy of this Tender documents is to be submit along with the Technical Bid document as an acceptance to Terms & Condition.
- VIII. There should not be any over-writing/cutting in the rates tendered. Any term and condition other than those mentioned in this document shall not be considered and shall be rejected forthwith.

#### **Amendment of Tender Documents** IX.

At any time prior to the deadline for submission of documents, the Chairman may amend the tender documents by issuing an addendum. Any addendum issued shall form part of the tender documents and may be obtained from official website.

#### Language of Applications X.

All correspondence and documents relating to the Tender shall be written in English. Supporting documents and printed literature that are part of the application may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which cases, for purpose of interpretation of the tender, the translation shall be considered.

## XI.

The last date and time for receipt of Tender shall be as per notification made by the Office of the Principal cum Chief Superintendent. DMCH will not accept any responsibility or grant any relaxation of time for any postal delay in the submission of tender.

## **Opening of Tender and Evaluation thereof** XII.

- The Tenders received will be opened by a Committee as specified.
- The bidders or their authorized representatives should be present at the time of opening of the tender. In case of absence of any bidder during the opening of the tender, no claim of any sort will be entertained.
- Tenders in unsealed condition or without the required documentation and certification are liable to be rejected summarily. Tenders not conforming to the requirements mentioned in the Terms and Conditions above or not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- Before finalizing the list of qualified Bidders, the Committee may arrange to inspect the existing restaurants / establishment or logistics available of the Applicants.
- Thereafter, the tenders shall be evaluated and a list of qualified Applicants will be prepared by the Committee.
- The decision shall be taken based on the credentials, technical qualifications and the price

bid, taken together. The decision of the Principal cum Chief Superintendent, DMCH shall be final and binding on all Applicants.

## XIII. False Information

- In the event of false, misleading or wrong information furnished by the Applicant, the Earnest Money Deposit in respect of such Applicants shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false, misleading or wrong information in the Tender, the contract is liable to be terminated and performance, security and other payments due to DMCH shall be forfeited and the agency is liable to be blacklisted for a period to be decided by the Tender Committee.
- If the successful Applicant fails to sign the License Agreement within stipulated time or after signing the contract fails to perform any contractual obligation, his/her Earnest Money Deposit shall be forfeited. Depending upon the gravity of violation/omission, the applicant is liable to be blacklisted for a period to be decided by the Tender Committee, without prejudice to any other remedy that the Committee may have under existing law.

# XIV. Acceptance and Withdrawal

- The decision to accept any Tender shall entirely rest with the Tender Committee, DMCH, which reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever. There is no obligation on the part of the Tender Committee to communicate in any way with rejected applicant. After acceptance of the Tender by the Tender Committee, the Applicant shall have no right to withdraw his Tender or claim higher price. Tender with incomplete information is liable for rejection.
- If any Applicant does not accept any of these conditions, his/her Tender shall not be considered.

## XV. License Agreement

- a. The successful applicant(s) (hereinafter referred to as Licensee) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper within 7 (seven) days from the date of acceptance of the Tender. The Agreement shall clearly specify the rights and obligations of the Licensee and DMCH with respect to the running of the Staff Canteen.
- b. The incidental expenses of execution of License Agreement shall be borne by the Licensee.

# XVI. Security Deposit

The Licensee shall deposit to DMCH an additional sum equivalent to a four months' rent as "Security Deposit" in form of FD/Bank Guarantee in favour of "HMS of Dhubri Medical College & Hospital" for 14 months. No interest will be paid on the deposit for the entire period the Licensor retains it. This deposit is refundable after 14(fourteen) months.

# XVII. Compliance

The Licensee shall abide by all rules and regulations, by-laws and guidelines that DMCH may, from time, make or adopt or amend for the care, protection and administration of DMCH and the general welfare and comfort of its students, Faculties and staff.

- The Licensee and its employees and agents shall be bound to comply with any instructions issued by DMCH authority from time to time.
- The Licensee will, during the continuance of this agreement, insure against any claim for workmen"s compensation or otherwise of all persons employed by him in connection with his business.

### XVIII. Control and Supervision

- The overall control and superintendence of the said licensed premises shall remain vested with DMCH Authority, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Staff Canteen premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the License Agreement, without disruption of the normal functioning of the Staff Canteen. Any change in price of the items due to escalation of price of essential commodities is negotiable and can be done only on prior approval of the DMCH authority
- The Licensee shall deposit duplicate keys of the premises with DMCH whenever it is so demanded and permit DMCH to make use of the keys during any emergency. The Licensee shall not remove or replace the lock on any door or change the locking device on any door of the licensed premises.
- The Licensee shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of DMCH.

## XIX. Additions and Alterations

No addition/alteration at the Licensed Premises may be undertaken without the prior approval of DMCH Authority. Layout and design of any proposed addition/alteration shall require prior written approval of DMCH.

#### XX. Maintenance

- The Licensee will keep and maintain the Licensed Premises and the area in and around the Licensed Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the License Agreement. Further, the Licensee shall not in any manner injure the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by DMCH in any manner whatsoever. Cleanliness of the Licensed Premises/Staff Canteen is to be borne by the Licensee only. DMCH staff will not be engaged for cleaning purpose.
- If the Licensed Premises are not maintained in clean condition by the Licensee, DMCH shall have powers to get the premises cleaned at the risk and cost of the Licensee and recover liquidated damages at the rate of Rs. 100/-per day for each default up to 7 days and thereafter Rs. 200/- per day and can take other actions including termination of the license.
- In the event of any damages being caused to the Licensed Premises, intentionally or otherwise, by the Licensee, or his/her/its employees or invitees or customers, DMCH shall be entitled to repair the damage or make the requisite replacement and call upon the Licensee to reimburse the cost thereof, which the Licensee undertakes to pay forthwith on demand.

- The Licensee shall not store or bring or keep in the premises heavy articles so as to injure or damage the licensed premises or keep goods of combustible or inflammable nature, except as reasonably required by the Licensee for performing services under the License Agreement.
- <u>Fire safety measures like installation of fire extinguishers in the Licensed Premises is mandatory for the Licensee.</u>
- Staff deployed by Licensee to run the Staff Canteen, must wear mask, caps, gloves during preparation and distribution of food items. Staff should be well dressed in uniform along with IDs issued by Licensee.
- It is mandatory for Licensee to arrange for power backup. No power backup facility will be provided by DMCH authority.

### XXI. Employees

- The Licensee shall employ only such employees who are experienced. The Licensee will ensure that the staff engaged shall observe highest standards of courtesy, manners and professionalism while dealing with visitors and customers of the Staff Canteen and DMCH.
- The Licensee shall employ only such staff as shall have good character and be well behaved and skillful in their business. DMCH shall be at liberty to forbid the employment of any person whom it may consider undesirable. The staff employed shall conform to such direction as may be issued by DMCH in respect of time, stay and the points or routes of entry to and exit from the premises and in respect of the use of toilets and washrooms. The Staff Canteen manager shall also have the character of all persons employed by him verified by the police to the satisfaction of DMCH before the employment.
- The Licensee shall immediately remove any employee from the Licensed Premises if any employee misbehaves, causes nuisance, or is considered to be undesirable by DMCH representative. DMCH shall be at liberty to request the Licensee to replace or change any employee or other staff within 48 hours' time, if so needed, upon which request Licensee shall forthwith replace such employee or staff.

## XXII. Compensation or Concession

- The Licensee will not be entitled to any compensation or concession in payment of the License Fee due to addition of any activity in the Licensed Premises by or on behalf of DMCH or closure of any activity in DMCH.
- For breach of any Terms and Conditions of the License, DMCH reserves its right to either terminate the License, or recover compensation from the Licensee for the damage suffered on breach [up to the limit of the security deposit deposited by the Licensee.

# XXIII. Duration, Termination and Renewal

- The duration of the License shall be as specified.
- DMCH shall have the right to terminate the License by giving 30 days notice in writing without assigning any reason therefore, at any time.
- The Licensee may also terminate the License by giving 30 days notice in writing.
- DMCH will be entitled automatically to terminate this Agreement on the occurrence of

any of the following events:

- the Licensee is in breach of its responsibilities and obligations under this Agreement and these has not been rectified after having been given 15 days written notice by DMCH;
- o the Licensee has a winding up or administration order made in relation to it;
- if the reputation of DMCH is damaged on account of Licensee's dealings with third parties.
- In the event of termination of License as provided hereinabove, DMCH shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the Licensed Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waive of breach thereof.
- On expiry of the License period or on termination of the License by DMCH on account of any breach on the part of the Licensee, the Licensee shall deliver the possession of the Licensed Premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations provided by DMCH. Further, Licensee shall remove his/their goods and other materials within 3 days from the premises, failing which DMCH reserves its right to remove such goods/materials at the cost and risk of the Licensee and demand payment for such removal. If such payment is not made within 10 (ten) days, DMCH shall be at liberty to dispose off the goods/materials of the Licensee by public auction to recover the cost. The Licensee shall not be entitled to raise any objection in such an eventuality.
- In the event of any default, failure, negligence or breach, in the opinion of DMCH, on the part of the Licensee, in complying with all or any of the conditions of the License, DMCH will be entitled and be at liberty to terminate the license forthwith and resume possession of the Licensed Premises without payment of any compensation or damages and also claim in full or in part the amount deposited by the Licensee for due performance of the Agreement.

## XXIV. Insurance

At all times during the currency of the License, it shall be the responsibility of the Licensee to obtain insurance coverage in line with standard industry practice, including cover for fire, theft and burglary in respect of all the movable and immovable assets stored or used in the licensed premises and DMCH shall not be responsible for any loss or damages caused to the Licensee on any account whatsoever.

## XXV. Indemnity

- Licensee shall indemnify DMCH and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which DMCH may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of DMCH or arising out of any activity or negligence or omission of the Licensee or its agents or employees while in or about the Licensed Premises or other premises of DMCH.
- Licensee shall indemnify DMCH against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the DMCH as a result, direct or indirect, of any prejudicial business practice of the Licensee or any misrepresentation of its relationship with the DMCH.

This indemnity shall be without prejudice to any other rights and remedies, which the DMCH may have under the law.

# XXVII. Registration and Permissions

The Licensee shall ensure that all such licenses to be applied for by the Licensee, such as Food Safety and Standards Act 2006, and including GST, are obtained as may be required under the applicable laws, and shall be solely liable for violations and contraventions respecting its business. DMCH shall in no way be responsible for the non-compliance of any of the laws respecting the business of the Licensee.

# XXVIII. Limitation of Liability

- DMCH shall in no way be liable for any losses or claims arising out of untoward incidents like theft, shoplifting, fire, riots, floods, natural calamities etc.
- In case the Licensee suffers any loss on account of it being unable to carry on its business or restrained by DMCH for contravention of any of the terms and conditions, the Licensee shall have no claim on DMCH.

# XXIX. Miscellaneous and General Terms for Tendering of Services in Operating Staff Canteen

- The Licensee shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Staff Canteen.
- Food prepared by the Licensee shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a Committee, appointed by DMCH, whose directions will be binding on the Licensee. The foods shall be fresh, wholesome and of good quality. Licensee shall abide by all applicable laws relating to sale of food, hygiene, and safety etc.
- The Licensee shall be fully responsible for the cleanliness of the Staff Canteen premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Staff Canteen premises periodically, and DMCH shall have the right to terminate the License Agreement if the premises are found to be in unsanitary condition.
- The Licensee shall not erect or install any temporary structure, or fixture inside the Staff Canteen Premises or outside it, without prior written approval of DMCH.
- The Licensee or any of his/her salespersons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of DMCH.
- The Licensee shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- The Licensee, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a institutional Staff Canteen where high quality public service is expected.
- Licensee shall make proper arrangements for the protection of his goods and items from theft/pilferage etc. <u>Security of Staff Canteen is to be borne by the Licensee only. DMCH</u> <u>staff will not be engaged for security purpose.</u>
- The Licensee shall provide working meal for staff at DMCH at a rate to be fixed in advance with the approval of DMCH. The rate for these meals will not be enhanced

without the prior approval of DMCH.

- The Licensee shall provide meal and refreshments for participants in programmes organized by DMCH. Rates for these will be fixed in consultation with DMCH.
- Until execution of the License Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Licensee and DMCH.
- The charges for electricity, water and supporting facilities, shall be paid by the Licensee to DMCH on monthly basis starting from one month after the execution of this agreement as per conditions laid down in previous clauses.
- The Licensee will not be allowed to use the Staff Canteen premises for parties or occasions other than those that DMCH may organize.

#### **Standard Safety Clauses** XXX.

Licensee shall:

- Not store combustible material for a period except as may be necessary for the delivery of contracted services.
- Install, at his own cost, an adequate number of Fire Extinguishers [of weight/capacity as per standard norms] and ensure that they are in fully functional condition at all times.

#### Standard Health Clauses XXXI.

- The Licensed premises, structures and installations thereon, shall be kept in clean and sanitary condition by the Licensee to the satisfaction of DMCH.
- The officer authorized by DMCH may, without notice, enter the premises at any time and inspect the premises, material instruments and implements etc., used by the Licensee.
- All instructions given by the officer authorized or nominated by DMCH or any person working under him to prevent spread of infectious diseases, control and prevention of nuisance from insects, rodents or any other source, shall be carried out by the Licensee and his agents or staff.

#### Clarifications, Disputes and Settlements XXXII.

That in case of any dispute arising between DMCH and the Licensee, in respect of the interpretation, conduct or performance of any terms or conditions of these presents, the same shall be referred to the sole arbitration of a person who may be appointed by DMCH for the purpose, under the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. It will be no bar that Arbitration appointed as aforesaid is or has been an employee of DMCH and the award of the arbitration will not be challenged or be open to question in any court of law on this account.

# XXXIII. Jurisdiction

In case of any dispute where legal action is compelled to be initiated by any of the parties, jurisdiction of the courts shall be Dhubri.

# XXXIV. Force Majeure

- Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of DMCH or Licensee.
- If because of any strike or lockout either in DMCH or in the Local area, the Licensee is

unable to function or his business is affected, DMCH shall not be liable for any loss, which the Licensee may suffer in such an event.

#### XXXV. Notices

Any notice which is required to be given either by the Licensee or DMCH, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the License Agreement.

# XXVII. Transferability, Assignment and Sub-Contracting

The Licensee does not have the right to transfer the benefit of this License Agreement or to delegate any obligations to a third party without the prior written consent of DMCH. The Licensee shall not, unless with the written consent of DMCH, create a sub-contract of any description with regard to this License or any part thereof, nor shall he without such written consent as aforesaid, assign or transfer his license or any part thereof.

#### XXVIII.

The evolution of bid will depend on the experience of the bidder, quality of food and rate quotated by the bidder in terms of monthly rent and of items listed in Annexure-3.

The DMCH authority reserves the right to make change or add or alter in any Terms & Condition as laid in the bid document or cancel the agreement at any time during the agreement period with a prior notice of one month to the successful bidder.

The contract is for one year from the date of issue of LOA. The contract can be extended for further period of one more year on same terms and condition and same rates subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling minimum requirements/statutory requirement, the DMCH authority shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Security Deposit amount deposited by the contractor and initiating administrative actions for blacklisting, etc, solely at the discretion of the authority of this office.

I agree with the terms and conditions mentioned above, and undertake to comply with these at all times during the subsistence of the license granted to me to operate the Staff Canteen at Dhubri Medical College Campus, Dhubri.

Date :	Authorised Signatory:
Place:	
	Name & Address:

#### **GENERAL INFORMATION**

Name of the Applicant Address of the Applicant

Contact Person-

Telephone No.-

Mobile No.-

Email Address-

No. of Total Staff-

Year from which the Applicant is in the business of Restaurant/Staff Canteen/Catering Operation

Experience: -

General Experience in Restaurant / Catering Business-

Specific experience-

Details of Restaurants/ Staff Canteens/Catering operated by the Applicant-

Details of Similar Contracts/ Arrangements-

Financial Information (last three years)-

Work with Institutions Private or Government (provide documents)-

Any information/ document appropriate for a Staff Canteen at the DMCH including those supporting expertise, experience, or ideas, related to regional Indian cuisines and their contemporary interpretation

# (Attach separate page/s as and where necessary)

I/We have carefully read and understood the terms and conditions of the License as contained in the Tender Document issued by Dhubri Medical College & Hospital (DMCH) including the following:

Earnest Money Deposit is liable to be forfeited if on award of License I/we do not accept the award or do not fulfill any of the conditions stipulated in the Tender document, within the prescribed time.

On account of non-acceptance of award or on account of non-completion of Tender conditions within the prescribed time, I/we shall be debarred by DMCH from further participation in Tenders under the control of DMCH for a period of 3 (three) years.

In case the documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected without assigning any reason. In addition, DMCH reserves its right to forfeit the

Earnest Money Deposit of my/our firm and debar my/our firm from participation in any further Tender of DMCH.

DMCH reserves itself the right to reject the conditional offer without assigning any reason thereto.

DMCH does not bind itself to accept the highest/lowest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Applicant shall be bound to provide the service at the rate quoted.

Signature:

Name of Authorised signatory

Date:

Place with Office Seal:

Witnessed by -

1. .

2.

ANNEXURE - 2

## **CERTIFICATE**

It is certified that the information furnished herein and as per the documents submitted are true and correct and nothing has been concealed or tampered with. I/We have gone through all the Tender Documents and am/are liable to any punitive action, as mentioned in the Terms and Conditions of the Tender, for furnishing false information/ documents.

Signature

Name of Authorized Signatory

Date

Place

Office seal

# ITEM LIST BIDDERS ARE REQUIRED TO FURNISH THE RATE OF EACH ITEM

SI. No.	Items	Ingredients	Quantity o Cooked iter	
Rice Items				
1	Plain Rice	Ranjit/Aijong Rice	200 gm	
2	Veg Fried Rice	DRICK Pochel Cooked in Ferritor on	NAME OF THE PERSON OF THE PERS	
3	Chicken Fried Rice	Ranjit/Aijong Rice, Carrot, Beans, Sauce Black Peeper cooked in refined oil with 100 gm of stripped chicken	250 gm	
4	Dal Fry	Masuri Dal & Mug Dal mixture, Onion, Tomato cooked in refined oil with 5 ml added Ghee	200 ml (210 gm)	
5	Dal Tarka	Whole Mug, Onion, Tomato cooked in refined oil with added 10 gm Butter	200 ml (210 gm)	
Veg Curry				
6	Mixed Veg Curry	Carrot, Beans, Potato, Cauliflower, Onion, Capsicum cooked with refined oil in minimum Masala	150 gm	
7	Aloo Matar	Potato, Peas, Onion cooked in refined oil making a thick preparation to be weighed in gram	150 gm	
8	Aloo Fry	Boiled potato pieces and onion cooked in mustard oil	100 gm	
9	Bhindi Fry	Bhindi with onion cooked in mustard oil	100 gm	والمستحددة والمستحداد والمستحددة والمستحدد والمستحددة والمستحدد والمستحد والمستحدد والمستحدد والمستحدد والمستحدد والمستحدد والمستحدد والم
10	Fish Fry	Rohu/Katla fish, two pieces of 75 gram each fried in mustard oil	150 gm	
11		One 75 gm piece of Rohu/Katla fish cooked with onion, tomato in mustard oil with required spices	150 gm including the weight of piece of Fish	
12	Masala	Paneer 75 gm, Butter 20 gm, Cashew, Magaj cooked with required spices	200 gm	
13	Matar Paneer	Paneer 75 gm, Peas, Tomato, Butter 10 gm, Cashew, Magaj cooked with required oil and spices	200 gm	

Sl. No.	Items	Ingredients	Quantity of Cooked item	Rate in []
14	Paneer tikka	Six pieces of paneer weighing 100 gm cooked with required other ingredients	150 gm	Service and a service of the service
15	Egg Curry	Two eggs with onion and required other ingredients making a thick preparation	200 gram including the weight of two whole eggs	and the state of t
16	Boiled Egg	Single piece	Single piece	(Colonia di Santa di
17	Egg omelette	Double omelette	Omelette using two eggs	
hali (Pad	kage of Lunch an	d Snacks for meeting/Seminars/Function	is etc)	
18	Veg Thali	Rice -150 gm Chapatti - 2 Pieces Dal - 100 ml (110 gm) Veg Fry - 75 gm Seasonal Vegetable Curry - 100 gm Papad - 1 Piece (More than 10 cm diameter) Salad (Onion + Tomato + Cucumber + Green Chilli) Pickle/Lemon	As specified, only a total price to be quoted. No individual prices of the items	
19	Non Veg Thali	Rice -150 gm Chapatti - 2 Pieces Dal - 100 ml (110 gm) Veg Fry - 75 gm Papad - 1 Piece (More than 10 cm diameter) Salad (Onion + Tomato + Cucumber + Green Chilli) Pickle/Lemon Two pieces of Rohu/Katla Fish weighing 100 gm (total) in Curry form OR Chicken Curry containing 100 gram Chicken pieces	As specified, only a total price to be quoted. No individual prices of the items	
20	Veg Biryani	Basmati Rice, Beans, Carrot, Onion, Paneer with required other ingredients	250 gm	
21	Chicken Biryani	Basmati Rice, Beans, Carrot, Onion, Paneer with required other ingredients with chicken two pieces of 50 gram each	350 gm including the weight of the chicken pieces	
22	Egg Biryani	Basmati Rice, Beans, Carrot, Onion, Paneer with required other ingredients	300 gm including the	

NI N	o, Itoms	Ingredients	Quantity of Cooked item	Rate in []
		with two whole eggs	weight of the eggs	
21	Veg Pulao	Basmati Rice, Beans, Carrot, Onion, Paneer with required other ingredients	250 gm	
24	Chicken Pulao	Basmatt Rice, Beans, Carrot, Onion,	300 gm	
Mutte	n		200 gm	The second second second second
25	Mutton Curry	Four pieces of Mutton weighing 100 gm cooked with mustard oil with required ingredients	including the weight of mutton pieces	gen (J) o lang ang ag A € Cassang a sa sa sa
Chicke	11	The state of the s		
26	Tandoori Chieken	Irrespective of number of pieces, the weight should be as per specification	250 gm	
27	Chicken Curry	Two chicken pieces weighing 100 gm cooked with mustard oil with required ingredients	200 gm including the wt. of chicken pieces	
28	Chicken Dry	Six pieces of chicken	200 gm	and the state of t
29	Chicken Butter Masala	Two chicken pieces weighing 100 gm cooked with 20 gram of Butter along with other required ingredients and spices	200 gm including weight of Chicken pieces	
30	Chili Chicken	Four pieces of chicken weighing 150 gm cooked with capsicum and onion with Soya sauce & Tomato Sauce and required ingredients and oil	250 gm including weight of Chicken pieces	and the control of th
31	Chicken Tikka	Six pieces weighing 150 gm	150 gram	
.?! aratha			Surgery to your by destroy to be an empty being the	
32	Plain Paratha with Ghuggni	Maida, cooked in refined oil with minimum thickness of 5 mm and diameter of 15 cm with 150 gm (ml) of Ghugnii (Peas / Channa)	1 piece Paratha with 150 gm Ghugni	
33		Maida with stuffed potato and onion cooked in refined oil with minimum thickness of 6 mm and diameter of 20 cm	1 Piece	

Sl. No.	Items	Ingredients	Quantity of Cooked item	Rate in 🗆
Chowme n			and an analysis denotes the state of the sta	
34	Veg Chowmein	Chowmein, onion, capsicum, cabbage, carrot cooked with refined oil and other essential ingredients	200 gm	
35	Chicken Chowmein	Chowmein, onion, capsicum, cabbage, carrot and 50 gms fried chicken strips cooked with refined oil and other essential ingredients with	250 gm including weight of chicken	
36	Egg Chowmein	Chowmein, onion, capsicum, cabbage, carrot with two scrambled eggs cooked with refined oil and other essential ingredients	250 gm including the weight of the scrambled eggs	
Soups				
37	Sweet Corn Soup-Veg	200 ml	200 ml	
38	Sweet Corn Soup-Chicken	200 ml with 50 gram of small pieces of chicken	200 ml	
Misc.				
39	Plain Dosa	Dosa of weight 100 gm to be served with 150 ml of Smabhar and 50 gm of Chatni	1 Plate as per specification	
40	Masala Dosa	Masala Dosa of weight 100 gm stuffed with 75 gm of Masala Veg. to be served with 150 ml of Sambhar and 50 gm of Chatni	1 Plate as per specification	
41	Idli	4 pieces (each piece having 6 cm diameter and 2 cm thickness at the centre) to be served with 150 ml of Sambhar and 50 gram of Chatni	1 Plate as per specification	
42	Dahi	Sweet / Sour	250 ml	
43	Puri Sabji	Maida, refined oil 4 pieces of puri (10 cm diameter each) Mixed Sabji 100 gm	1 Plate as per specification	
44	Chapatti Roti	Aatta Roti having minimum 4 mm thickness and 15 cm diameter	1 piece	
45	Tandoori Roti	Minimum 5 mm thickness and 15 cm diameter	1 Piece	
46	Red Tea	Assam CTC tea leaves with or without sugar (same price to be quoted for both)	100 ml	The state of the s
47	Hot Milk	Boiled Milk	200 ml	
	a partition of the same of the	Freshly prepared , 20 gm each	1 piece	and the second
49		Freshly prepared, 20 gm each	1 piece	
50		4x4 cm size with 1 cm thickness Freshly prepared	1 piece	

Sl. No.	Items	Ingredients	Quantity of Cooked item	Rate in □
51	Bundi / Motichur Laddu	20 gram each, Freshly prepared	1 piece	

Seal and Signature of the Bidder Date Place