

Government of Odisha
Home Department.

TENDER NOTICE

No.HOME-BE-APMT1-0072-2015/ 3383 /BE,dated 28.01.16

This Department Tender Notice No.17972(M) dated 02.06.2015 is hereby cancelled. Fresh Tender Notice for award of contract for operation of canteen services of Odisha Bhawan , plot No.5, Sector-30/A, Vashi, Navi Mumbai -400703 for a period of one year with effect from **dated 01.04.2016 to dated 31.03.2017.**

Sealed Tenders are invited from reputed **Registered Restaurant Owners/ Professional Caterers** for operation of **canteen services** for Odisha Bhawan , plot No.5, Sector-30/A, Vashi, Navi Mumbai -400703 on contract basis for a period of one year with effect from **dated 01.04.2016 to dated 31.03.2017.**

The detailed information for outsourcing the canteen services of the Odisha Bhawan, Navi Mumbai has been given in the tender document which may either be downloaded from the website- www.homeorissa.gov. in or obtained in person from the Under Secretary to Government, Home (Bhawan's Establishment) Department, Odisha Secretariat, Bhubaneswar or from the Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, Plot No.5, Sector-30/A, Vashi, Navi Mumbai on any working day between 11A.M to 4 P.M.

The Tender document will be received in the Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, Plot No.5, Sector 30/A,Vashi, Navi Mumbai-400703 only through speed post/ Registered Post during office hours. The last date and time for receipt of Tender Documents is **dated 29.02.2016 by 5 P.M.** The office shall not be responsible for any kind of postal delay.

Under Secretary to Government

25/01/2016

Government of Odisha
Home Department

TENDER DOCUMENT

Contract for operation of canteen services of the Odisha Bhawan, Plot NO-5 , Sector-30/A, Vashi Navi Mumbai-400703 under Home Department, Government of Odisha by a Registered Restaurant Owner/ Professional Caterer.

Period of issue of Tender Documents	:	Date 08.02.2016 to Date 29.02.2016 up to 5PM
Last date & time for receipt of tender Documents.		Date 29.02.2016 by 5PM
Place of submission of completed Tender Documents.	:	Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhwan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374)
Place, date & time for opening of Technical Bids	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 . (Contact No- 0674-2536522/2322468 Date 04.03.2016 at 11AM
Place, date & time for opening of Financial Bids of eligible Bidders :	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 . Date 04.03.2016 at 3 P.M.
Likely date of commencement of required Services	:	Date 01.04 .2016

PART A

1. BACKGROUND

Odisha Bhawan is a State Guest House of the Government of Odisha at Vashi , Navi Mumbai. It has **28 double** bedded rooms with an average occupancy rate of **around 80 to 90 percent** throughout the year. The canteen services in Odisha Bhawan, Navi Mumbai are proposed to be outsourced to a private bidder through a two-part bidding process as specified in the paragraphs below.

2. TERMS & CONDITIONS

- a) The detailed terms and conditions of the canteen operation shall be as per the Agreement, which is to be signed by the bidder. A copy of the same is given at PART-B of this tender schedule. The rates for breakfast, lunch, dinner, snacks and beverages including thali shall be as per the rate chart given at ANNEXURE-B/I of the Agreement. The bidder must go through the same before submitting the bid.
- b) The licence for the canteen operation shall be valid for a period of **1(one) year** from the date of signing the agreement. However, the Principal Secretary, Home Department, Government of Odisha reserves the right to extend the period on yearly basis, subject to the satisfactory performance by the licensee maximum up to **3(three) years**.
- c) The bidder should possess at least 3 years of experience in running a canteen or restaurant or professional catering service in the State of Odisha or within the State of Maharashtra.
- d) The bidder should have had a minimum annual turnover of **Rs.10, 00,000/-** in the last **3 years, i.e., 2012-13, 2013-14 and 2014-15**. He or she must for the purpose submit a statement of Accounts duly audited and certified by a practicing Chartered Accountant. Where the bidder runs more than one such canteen/ restaurant, the combined annual turnover of those during **2014-15** should not have been less than **Rs.10 ,00,000/-**, which shall be duly certified by a Chartered Accountant as mentioned above.

- e) The Bidder should have adequate experience and establishment proof in Mumbai/Odisha. Having of sufficient knowledge about of the Odia cuisine.
- f) The Canteen in Odisha Bhawan, Navi Mumbai shall serve essentially Odisha cuisine . Serving of other cuisine will be optional and subject to approval by the Principal Secretary, Home Department, Government of Odisha on the recommendation of the A.R.C-cum- Manager, Odisha Bhawan; Navi Mumbai. The bidder shall engage cooks and other staff trained in preparation and service of Odisha cuisine. If the Cooks and other staff are not already trained in Odisha Cuisine, then the bidder shall give an undertaking that he/she will get his/her staff trained in preparation and service of Odisha cuisine within a period of one month from the date of engagement at his own cost.
- g) **The monthly licence fee** as quoted in the financial bid shall be paid in-advance every month i.e., before the **30th / 31st** of preceeding month.
- h) The monthly electricity and water charges as per actual shall be paid by the Licensee without fail within 15 days of the raising/issue of the bill every month by the Licensor.
- i) An amount of **Rs.1,00,000/-** (Rupees One Lakh) only in the form of fixed deposit receipt from any Scheduled Commercial Bank for the required period in favour of D.D.O-cum- Under Secretary to Government ,Home Department shall be deposited as security deposit before the execution of the agreement by the successful Tenderer
- J) Relevant provisions of the Minimum Wages Act and other payments to employees as well as any other statutory provisions of the Central, State or the local Government enactments and rules and regulations made there under shall be adhered to in both letter and spirit, and all expenses relating to the compliance of those provisions shall be borne by the successful bidder, hereinafter referred to as the Licensee. Further, in the event of any contravention in that regard, the Licensee alone shall be responsible for it and shall be liable for penal action or taking remedial measures or both as the case may be.

k) The Principal Secretary, Home Department, Government of Odisha or the officer authorized by him may impose additional conditions or delete any of the terms/ conditions as may be necessary in the overall interest of the Odisha Bhawan ,Vashi,Navi Mumbai.

l) The Tenderer will provide additional back-up support service personnel to be indented by the Principal Secretary, Home Department, Government of Odisha or any authorized officer for necessary services during the stay of VVIPs at the Odisha Bhawan/ . Extra payment will be made as per actual .

m) Staff engaged by the Licensee should be verified by local police before deployment. The Licensee will be held responsible for any theft, burglary, breach of security by staff engaged by him/her.

3. SUBMISSION OF TENDER

a) Tender documents can be obtained from the Under Secretary to Government, Home (Bhawan's Establishment) Department, Odisha Secretariat, Bhubaneswar or from the office of the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai on working day from **08.02.2016 to 29.02.2016** between 11.00 A.M to 5.00 P.M.

b) The Tender documents shall be submitted by hand to the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai or can be sent by speed post/Registered post so as to be reached the office of the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai by 5.00 P.M of dated **29.02.2016**.

c) An **Earnest Money Deposit** (here in after EMD)in the form of Demand Draft of **5,000/** (Five thousand only) drawn on by any scheduled commercial bank payable to the D.D.O-cum-Under Secretary, Government of Odisha, Home Department, Bhubaneswar shall be submitted along with the tender document.

d) The last dates for sale, deposit and opening of the tender schedule are given below.

Period of issue of Tender Documents	:	Date 08.02.2016 to Date 29.02.2016 up to 5PM
Last date & time for receipt of tender Documents.		Date 29.02.2016 by 5PM
Place of submission of completed Tender Documents.	:	Office of the Assistant Resident Commissioner-Cum-Manager, Odisha Bhawan, Plot No.5, Sector 30/A, Vashi, Navi Mumbai- 400703 (Contact No- 022-27813372/27813374)
Place, date & time for opening of Technical Bids	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 . (Contact No- 0674-2536522/2322468 Date 04.03.2016 at 11AM
Place, date & time for opening of Financial Bids of eligible Bidders :	:	Office of the Additional Secretary, Home (Bhawan Establishment) Department, Government of Odisha, Odisha Secretariat, Bhubaneswar-751001 . Date 04.03.2016 at 3 P.M.
Likely date of commencement of required Services	:	Date 01.04.2016

- e) The offer of the Tender must be made in two parts, viz., Technical Bid and Financial Bid, which must be submitted in two separate sealed covers on or before the prescribed date/time.
- f) The Technical Bid shall be in the form prescribed at **PART-C** .The cover must be marked with the words “**Technical Bid/ Cover No. I**” on it. The financial offer must not be included in the technical bid or else the bid shall become liable for rejection.
- g) The **Financial Bid** shall be in the form prescribed at **PART-D**. The bid must contain the financial offer in rupees and should be enclosed in a separate sealed cover marked with words “**Financial Bid/ Cover No. II**”.

- h) Both the technical bid and financial bid in two separate covers must be kept in single cover marked with the words, “**Tender Papers for Odisha Bhawan Canteen**”. The name, full address, telephone and fax numbers, and e-mail address, if any, of the bidder must be clearly indicated on this cover. The main cover containing the above two covers shall be addressed to A.R.C-cum-Manager, Odisha Bhawan, Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai-400703.
- i) Failure to furnish any information that is required as per the tender procedure or submission of an incomplete bid in any respect shall result in rejection of the bid. Any bidder wishing to withdraw his/ her bid, after it is submitted, may do so by submitting a written notice prior to opening of technical bid.
- j) The Principal Secretary to Government of Odisha, Home Department, Bhubaneswar reserves the right to relax any term and condition of the bid, accept or reject any bid or to annul the entire process at any time prior to award of the contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- k) For any clarification or supplementary information before submission of the bid, the intending Bidder may contact office of the A.R.C-cum-Manager, Odisha Bhawan, Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai-400703(Contact No.022-27813372/27813374)

3. **EVALUATION OF BIDS**

- a) The technical bids shall be opened first and shall be evaluated. The Tender Committee shall prepare a list of the names of the bidders satisfying the criteria in the technical bid.
- b) All bidders who prima facie meet the requirement of the technical bid may be subjected to on-site inspection, if required, to verify the claims made in the technical bid document. This inspection may be carried out by the officers deputed for this purpose by the Principal Secretary, Home Department, Government of Odisha without giving any prior intimation to the bidder. It is, therefore, necessary that the bidder clearly mention the working hours as well as the working days in the technical bid.

- c) The technical bids will be evaluated on two criteria i.e., (i) the documents submitted and (ii) the on-site verification report. For this purpose each bid will be graded through a 1-10 point score on each of the following items. They are (i) average annual income (ii) seating capacity of the restaurant(s)(iii) period of experience (iv) quality of food served (v) quantity of food served in plates (vi) speciality in Odia cuisine (vii) hygiene of staff (viii) cleanliness of the restaurant. Based on the evaluation top three bids will be short listed.
- d) The financial bids of only such short listed bidders shall be opened in the Conference Hall of Home Department, Government of Odisha
- d) The financial bids would be evaluated on the basis of the amount of licence fee per month as quoted in the Financial bid.

4. CONTRACT AGREEMENT

- a) The Licensee shall enter into a contract agreement, on stamp papers of adequate denomination, with the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai, hereinafter referred to on behalf of the Principal Secretary, Home Department, Government of Odisha, Bhubaneswar.
- b) Refusal to enter into contract after being selected may result in **forfeiture of EMD.**
- c) **EMD** of unsuccessful bidders shall be returned soon after selection of the bidder.
- The security deposit as indicated in para 2 (i) will be received from the successful Bidder before execution of contract agreement

PART-B

LICENCE AGREEMENT

This license made and entered into on this _____ day of _____ 2012 between the Government of Odisha, represented by the A.R.C-cum-Manager, Odisha Bhawan, Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai-400703

AND

M/s _____ represented by its authorized partner Sri _____ Son of _____ aged _____ years resident of _____

(hereinafter referred to as the Licensee) WHEREAS the Licensor has decided to invite bids from registered restaurant owners/professional caterers for running the Canteen in the ,Odisha Bhawan,Government Guest house at Vashi, Plot NO-5 ,Sector-30/A, Navi Mumbai AND WHEREAS the Licensee, who is the most acceptable bidder, has offered to run the Canteen of Odisha Bhawan,Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai-400703 AND WHEREAS Licensor has decided to grant the said licence to the Licensee as aforesaid subject to the following terms and conditions to which both the parties have agreed.

NOW it is hereby agreed between the parties hereto as under:-

1. **Duration of Licence:**

- i) The Licence covers a period of one year from the date **1st April, 2016**, but can/shall be thereafter renewed up to maximum total **3 years**, on yearly basis subject to satisfactory performance, which is to be evaluated by a Food Committee appointed for this purpose by the Principal Secretary, Home Department, Government of Odisha. The Principal Secretary, Home Department, Government of Odisha can revoke the licence at any time if the Licensee violates any of the terms and conditions of the agreement or acts in a manner prejudicial to the interest of Government of Odisha or public interest. Before revoking the licence, the Principal Secretary, Home Department, Government of Odisha shall give the Licensee reasonable opportunity of being heard. Thereafter the decision of the Principal Secretary, Home Department, Government of Odisha shall be final and binding on the Licensee.
- ii) The licence can be terminated by either party viz. the Licensor or the Licensee after giving 3 months notice.

PART-B

2. **Security Deposit and its Forfeiture for recovery of dues:**

- i) The Licensee shall furnish a Fixed Deposit Receipt of **Rs.1,00,000/-** (Rupees One Lakh) only for the duration of the licence from any Scheduled Commercial Bank payable to D.D.O-cum-Under Secretary, Home Department , Government of Odisha as a security deposit towards the building, furniture, fixtures and equipment, provided to him/ her under this agreement and towards regular payment of monthly license fee and other legal liabilities such as licence fee arrears, water and electricity dues, damages to premises, furniture, fixtures, crockery, cutlery and equipment as the case may be.
- ii) The Principal Secretary Home Department, Government of Odisha may forfeit the security deposit of the Licensee if he/ she fails to give the three months notice before terminating the license as specified at clause 1 (ii) above.
- iii) Immediately after expiry or termination of licence, the Licensee shall have no right to use the premises and handover all the furniture, fixtures and equipments taken over in his charge to the Licensor, failing which he/ she shall be liable to pay penal License fees @ three times the normal licence fees as given in the agreement for the period of wrongful use of the premises after expiry/ termination of the licence. the Principal Secretary Home Department, Government of Odisha may forfeit the security deposit given by the Licensee in case of failure on the part of the Licensee to pay the penalties as mentioned above. This action shall be without prejudice to any other action that can be taken by the Licensor under any prevailing laws in addition to forfeiture of security deposit.

3. **License Fee :**

- i) The Licensee shall pay minimum monthly licence fee of **Rs.30,000/-** (Rupees thirty thousand)only (excluding Water and Electricity charges) payable as per the agreement by A/c payee Banker's cheque drawn in favour of D.D.O-cum-Under Secretary ,Home Department, Government of Odisha before **30th/31st** of previous calendar month in advance for the next month and shall obtain the valid receipt from the Licensor.

PART-B

- ii) If the Licensee fails to pay the amount of licence fee or any other amount due under this licence/ agreement, for a period exceeding **two months**, the licence may be terminated at the risk and responsibilities of the Licensee without giving any notice. However, this will be without prejudice to any other action that the Principal Secretary Home Department, Government of Odisha may take for recovering balance or other dues, if any. The Licensor is entitled to recover the penal interest @ 24% per annum on the outstanding amount.
 - iii) That the licensee has to bear the electricity and water charges over and above the payment of licence fee. The monthly electricity and water charges as per actual consumption shall be paid by the Licensee without fail every month within 15 days of the raising/issue of the bill by the Licensor.
4. **Premises, Furniture, Fittings, Crockery, Cutlery and Equipment:**
- i) The Licensor shall permit the Licensee to use the dining hall and kitchen premises, and handover to him the furniture, fixtures, and equipment as per the inventory list to be handed over by the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai during agreement. The Licensee shall use the said furniture, fixtures and other equipment with utmost care and caution. At the time of termination of the licence or after the expiry of the licence period, whichever is earlier, the Licensee shall deliver the same in good condition to the Licensor. The Licensee shall be liable to reimburse to the Licensor the actual cost of damages, if any (apart from the normal wear and tear) to the premises, furniture, fixtures and equipment including crockeries/utencils. If the Licensee fails to reimburse the cost of damages, the Licensor may recover the same from the security deposit and to the extent of shortfall, if any through appropriate legal action.
 - ii) In addition to the items mentioned in the inventory list to be annexed in the agreement ,the licensor may provide crockeries,utencils, furniture, fixtures and equipments and any other items for use by VIP guests in Odisha Bhawan, Navi Mumbai. The list of crockeries/utencils and other items supplied if any will be maintained separately.

PART-B

- iii) Cost of repairs and maintenance to the furniture, fixtures and equipments, if any, during the licence period shall be met by the Licensee at his/ her own cost.
 - iv) Besides the furniture, fixtures, equipment etc. provided by the Licensor, the Licensee shall be responsible for providing at his/ her cost any additional furniture, fixtures, equipment, crockery, cutlery, utensils, storage bins etc. as may be required for proper functioning of the canteen.
 - v) The Licensee shall only have the right to use the premises or equipments or furniture or fittings or fixtures etc for the purpose for which provided under the terms and conditions of this Licence Agreement. The Licensee shall not assign or otherwise use or dispose of the said premises or the articles to any other person in any manner.
 - vi) Notwithstanding anything contained in this Licence Agreement the licenced premises shall, for all purpose, continue to be under the possession and control of the Licensor. The Licensee shall have the right to use it during the period of validity of the licence and in accordance with the terms and conditions of the Licence Agreement.
- 5. Repair & Maintenance:**
- i) The Licensee shall undertake all repairs, including replacement of hinges, locks, tower bolts, doorknobs etc. during the period of the licence. Major repairs, if any, to the premises, not resulting from the act of negligence, mishandling etc. attributable to the Licensee or his/ her employees/ staff, will be carried out by the Licensor. The Licensee shall not be allowed to make any structural or other modifications, changes in the interior design of the canteen premises without expressed written consent of the Licensor.
 - ii) The Licensee shall be responsible for the replacement at his cost of the fused/ defective electrical bulbs, tube lights and CFL lamps and other electrical appliances, parts etc. and he/ she shall also maintain them.

PART-B

6. Staff:

- i) The Licensee shall engage his/ her own staff for the work in the kitchen, for cooking and serving the food in the dining hall, for official catering in the premises, for cleaning, for security, and for providing room service to the guests/ visitors.
- ii) Only essential kitchen staffs shall be allowed to stay at night in the premises (a list of such person has to be submitted to the A.R.C-cum-Manager, Odisha Bhawan, Vashi, Navi Mumbai
- iii) The Licensee shall be personally responsible for supervision of the entire work and shall also assign the general supervision duty to a responsible employee, who shall be designated as the Manager. Complaints of guests relating to any of the services provided by the Licensee shall be properly attended by the Manager/ Licensee.
- iv) A list of the names and addresses of all the employees/ staff appointed by the Licensee shall be given to the Licensor. They shall follow the instructions given by the Principal Secretary Home, Department, Government of Odisha or any other officer duly authorized by him for the purpose of enforcing the terms and conditions of this License Agreement.
- v) The Licensee shall provide suitable uniforms to the canteen staff at his/ her own cost. They all shall turn out smart and clean.
- vi) The cooks appointed/ engaged by the Licensee must be proficient in preparing Odisha cuisine and running the canteen.
- vii) The Licensor shall have no responsibility or obligation, legal or otherwise in respect of the affairs of such employees, including their appointment, conduct, termination, wages, terms and conditions of work etc. which are the sole obligations of the Licensee. He/ she shall be responsible for all liabilities in relation to the payment of the minimum wages, ESI, EPF, Bonus and other benefits like wage revision, etc as may be notified by the Government of Maharashtra or Odisha from time to time. No child labour shall be employed.
- viii) The Licensee shall follow all statutes, rules and regulations that are applicable for such employment and employees. He/ she alone shall be solely liable for any action under those rules and regulations in case of any lapses/ violation. He/ she shall expressly indemnify the Government of Odisha and the Principal Secretary, Home, Department, Government of Odisha against any legal action in this regard.

PART-B

- ix) The Licensee shall ensure that the staff employed by him/ her is neatly dressed in proper uniform and is polite to the guests/ visitors at all times.

The Licensee shall get the antecedents of all his/ her staff verified through the police authorities before engaging them in the canteen.

- x) Any lost and found belongings of the guests/ visitors shall be promptly handed over by the staff to A.R.C-cum-Manager, Odisha Bhawan, Vashi, Navi Mumbai
- xi) The Licensee shall arrange to supply proper identity cards and badges for the staff employed by him/ her.
- xii) Smoking in the kitchen and dining premises of Odisha Bhawan, Vashi, Navi Mumbai is strictly prohibited and staff of the Licensee shall follow the prohibition order and also enforce it.
- xiii) In case of any complaint of misbehavior or improper conduct on the part of any employee/ staff of the Licensee, the Licensee shall immediately take action against such employee's suo moto or at the instance of the A.R.C-cum-Manager, Odisha Bhawan, Vashi Navi Mumbai

7. Hygiene:

- i) The Licensee shall be responsible for proper upkeep of the dining premises and for maintenance of proper hygiene, including in the kitchen, bathrooms, washing places and other adjoining areas used for canteen purpose.
- ii) The Licensee shall be fully responsible for proper disposal of waste and garbage generated in and incidental to the operations of the canteen. He/ she shall also ensure that gratings are fixed in washing areas/ sinks to avoid blockages. Any blockages to the sewer lines has to be got rectified by the Licensee at his/ her own cost.

PART-B

8. Catering:

- i) General public may be permitted entry to the Odisha Bhawan, Vashi, Navi Mumbai canteen during the business hours provided it does not affect the services given to the guests in Odisha Bhawan. However, the Principal Secretary, Home Department, Government of Odisha, Bhubaneswar reserves the right to impose reasonable restrictions on the entry of outsiders and also reserves the right to such entry.
- ii) The Licensee shall keep the Canteen open during fixed hours as the Principal Secretary, Home Department, Government of Odisha may specify.
- iii) The catering and restaurant service shall be extended to the inmates of the Bhawan on priority basis.
- iv) Every day the licensee shall provide all the items as specified in **Annexure-B/I** at the prescribed rates and the rate chart shall be displayed prominently.
- v) These prices are base prices exclusive of taxes like sales tax etc. that can be collected by the contractor over and above this wherever applicable. 15% extra will be charged for room service.
- vi) At the request of the Licensee and on furnishing the necessary justification, the Principal Secretary, Home Department, Government of Odisha **may revise the rates fixed** for various items at the beginning of each year in consultation with the Food Committee. The decision of the Principal Secretary, Home Department, Government of Odisha in this regard shall be final .
- vii) The Licensee shall provide the additional crockery, cutlery and the equipment as required for smooth functioning of the canteen. While procuring the crockery and cutlery the Licensee would also take into consideration the choice of the Licensor.

PART-B

- viii) The Licensee may supply additional items of food not specified in the List at **Annexure-B/I** to the guest of Odisha Bhawan and also to outsiders as per rates to be decided by him, subject to approval of the Principal Secretary, Home Department, Government of Odisha and these should be displayed prominently.
- ix) The Licensee shall ensure that the food items served to the guests are tasty and of good quality, hygienically prepared using good quality of raw materials and having good nutritional value. Any discomfort/ illness/ indisposition caused by the consumption of food item/s shall be viewed strictly and the Principal Secretary Home Department, Government of Odisha may terminate the contract without giving any notice to the licensee. The licensee alone shall be held responsible for any such discomfort/ illness/ indisposition caused to the guests/ visitors.
- x) The Licensee shall not sell or serve alcoholic drinks either in the restaurant or in the rooms or at any place within the premises of Odisha Bhawan. He shall also not allow the consumption of alcoholic drinks in the premises and restaurant licenced to him. The licensee is allowed to serve only non-alcoholic beverages and mineral water to the guests/ visitors.
- xi) The Principal Secretary, Home Department, Government of Odisha or his authorized representative reserves the right to inspect and supervise the day-to-day operations of the Licensee, including the inspection of the use of canteen premises, to ensure maintenance of high quality standards.
- xii) The Licensee shall prominently exhibit the schedule of prices of food items in the canteen premises in English and Odia and shall also make available in the guest rooms and the dining hall laminated menu cards giving particulars of the food items served and their rates. The licensee shall also keep a Visitors book for recording of complaints, suggestions, and remarks, if any.

PART-B

- xiii) The Licensee shall make his own arrangements for supply of water for his/ her operations in case of shortage of the water supply to Odisha Bhawan, Vashi, Navi Mumbai.
- xiv) The Licensee alone shall be responsible for the collection of the dues from the guests/ visitors served with food. If necessary, he/ she may coordinate with the reception desk for getting details of check-in, check-out timings, or contact details of such guests. The collection of above dues from the customers shall be the sole responsibility of the Licensee. The Licensor may not be able to assist the Licensee in any way in recovering the dues.
- xv) The Licensee shall follow Kitchen Order Token system for supply of materials and prepare bill for the inmates. He will follow Kitchen Order Token signed by the inmates.
- xvi) The Licensee shall provide to the Catering Supervisor or his representative, free of cost, the samples of cooked food items for checking the quality of food served to the inmates.
- xvii) The Catering Supervisor or his representative must be present during breakfast, lunch and dinner to check the quality and quantity of food served.

9. Penalty Provision:

The Licensee shall be liable for penalty upto Rs.1000/- per instance in cases such as the following:-

- Inappropriate behaviors of the licensee/ staff.
- Any compromise on the quality or quantity of food items.
- Improper use of the premises.
- Inadequate service standards.
- Non-maintenance of hygiene, cleanliness.

PART-B

10. General:

The Licensee shall obtain necessary permissions from the authorities such as Municipal Corporation of Mumbai , Commercial Tax Authority, Income Tax Authority, Labour Authorities, etc. and shall be responsible to pay all applicable taxes in respect of services offered under the contract as also to

- i) Maintain prescribed registers under the relevant laws. The Licensee shall comply with all requirements under the Central, State and local legislations and shall be responsible for payment of all applicable taxes, fees and other statutory payments to the respective authorities.
- ii) The Licensee shall before commencing any activity, procure the necessary licences/ clearances/ permissions under the local laws, for running the canteen and catering services and shall abide by all the laws relating to the services offered and shall also produce the documentary proof showing compliance to the relevant laws whenever called upon to do so by the licensor.
- iii) If the Licensee commits breach of any of the above conditions or becomes insolvent or is found guilty of any offence punishable under the law of the Land or fails to perform the work entrusted to him/ her satisfactorily, the Principal Secretary, Home Department, Government of Odisha shall be at liberty to terminate the contract. This action would be without prejudice to any other action that may be taken against him/ her under the law in force at that time.
- iv) After the expiry of the licence period or after termination of the licence or after withdrawal of the licence by either party as contained in this agreement, as the case may be, the Licensee shall clear all the dues payable towards the licence fee, taxes, wages to the employees, etc, and shall produce to the Principal Secretary, Home Department, Government of Odisha legally valid documentary proof to that effect in order to enable the Principal Secretary, Home Department, Government of Odisha to adjust dues, if any, before releasing the security deposit.
- v) The Principal Secretary, Home Department, Government of Odisha may at his discretion, impose any additional condition as may be necessary and may call for any relevant information, give necessary directions to the Licensee in public interest.

PART-B

- vi) Either party to this deed may terminate this licence by giving at least 3 months of prior notice in writing to the other party of its intention to so terminate this Licence Agreement.
- vii) At the beginning of the period of licence, the inventory of furniture, fixtures, fittings and equipments in the kitchen and dining hall will be prepared & handed over to the Licensee, by the A.R.C-cum-Manager, Odisha Bhawan, Vashi, Navi Mumbai at the time of possession which on expiry or termination of licence would serve as the basis for verification at the time of handing over the same to the A.R.C-cum-Manager, Odisha Bhawan, Navi Mumbai .
- viii) The Licensee shall not assign this rights or responsibilities under this licence to any other party.
- ix) The Licensee shall abide by all the terms and conditions of the Licence Agreement.
- x) All the disputes and differences between the parties shall be referred to a single arbitrator to be appointed by the Principal Secretary Home Department, Government of Odisha, Bhubaneswar whose decision shall be final and binding for both the parties. The courts in Bhubaneswar shall have exclusive jurisdiction to adjudicate all disputes arising out of and/or in connection with this agreement.
- xi) **IN WITNESS WHERE OF** the parties hereto the Licensor and the Licensee have hereby signed on the date, month, year hear in above-mentioned.

PART-B
SCHEDULE

In presence of –

Signed by the Officer acting in the premises
for and on behalf of the Governor of Odisha.

WITNESS:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Signed by Shri _____

Licensee

WITNESS:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

PART-B
ANNEXURE – B/I

RATE CHART FOR COMPULSORY FOOD ITEMS IN ODISHA BHAWAN CANTEEN

Sl. No.	Items	Quantity	Rate (Rs.)	Rate for the Others
(1)	(2)	(3)	(4)	(5)
1.	<u>Breakfast Thali</u> Idli (5 nos), Sambar, Chutney or Poori (5 nos), Dalma, Banana or Dosa (2 nos), Sambar, Chutney or Chakuli pitha (4 nos), Dalma, or Paratha (4 nos), Santula, Kheer or Vada (5 nos), Sambar, Chutney or Upma (250 gms), Sambar, Chutney.	Limited	30/-	To be fixed by the Licensee with approval of Principal Secretary, Home Department, Govt. of Odisha.
2.	Toast (4 pcs), Butter, Jam, Eggs (2 nos) to order or Cornflakes (50 gms), Milk, Banana	Limited	30/-	-do-
3.	<u>REGULAR THALI (Lunch/ Dinner)</u> Plain Rice, Chapati, Dal/Dalma, Vegetable Curry, Vegetable Fry, Raita or Khatta/ Kheer, Salad, Papad, Pickles	Limited	70/-	-do-
4.	<u>DELUXE THALI</u> Basmati Rice/Pulao, Poori, Dal fry/ Dalma, Vegetable curry, Vegetable Fry, Saga Bhaja /Saga Badi /Badi Chura, Baigan Bharta/ Alu Bhurta, Raita /Khatta, Sweet, Salad, Papad, Pickles,	Limited	100/-	-do-
5.	Vegetable Curry/ Fry (seasonal)	150 gms	15/-	-do-
6.	Egg Curry/ Masala	2 Nos.	20/-	-do-
7.	Fish Curry/ Masala/ Fry	150 gms	40/-	-do-
8.	Chicken Curry/ Chilly	200 gms	50/-	-do-
9.	Mutton Curry/ Masala	200 gms	80/-	-do-
10.	Vegetable Pakoda	150 gms	25/-	-do-

11.	Paneer Pakoda	150 gms	40/-	-do-
12.	Veg. Sandwich	4 pcs.	20/-	-do-
13.	Chicken Sandwich	4 pcs.	30/-	-do-
14.	Vada/ Samosa/ Alu Chop	2 pcs.	10/-	-do-
15.	Plain Rice	150 gms	15/-	-do-
16.	Dal fry	100 gms	15/-	-do-
17.	Salad(200gms)	Full Plate	30/-	-do-
18.	Papad	1 No.	02/-	-do-
19.	Tea	1 cup	05/-	-do-
20.	Coffee	1 cup	08/-	-do-
21.	Pot Tea	1.5 cup	10/-	-do-
22.	Pot Coffee	1.5 cup	15/-	-do-
23.	Milk	1 glass	10/-	-do-
24.	Vegetable Soup	1 cup	20/-	-do-
25.	Paneer	150	60/-	-do-

PART-C

**TECHNICAL BID FOR
OPERATING CANTEEN IN Odisha Bhawan, Navi Mumbai**
Pre-qualification Form for shortlisting of Agencies for operation of the Canteen
at Odisha Bhawan, Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai.

(All information should be given with complete details)

PHOTOGRAPH
OF THE CHIEF
FUNCTIONARY

- 01)** Name of the Agency:
(in block letters)
- 02)** a) Permanent Postal Address (full) :
- b) Address for Correspondence (full) :
- 03)** Telephone Number :
- a) Office :
- b) Residence :
- c) Fax (if any) :
- d) E-mail / Web site :
- e) Pager / Mobile :
- 04)** Type of agency (Proprietorship
or Partnership/Ltd. Co./any other
(relevant documents to be attached) :
- 05)** In case of Partnership full details
of each partners are to be given :
- 06)** Experience in years in running a
Restaurant/Catering service(business
done by the Agency in last three years
in food/catering services including
number of persons served etc.
(attach supporting documents)

PART-C

- i) Mention details of catering business done with Govt. / Semi-Govt. / Public Undertaking / Autonomous Bodies :
- ii) Reputed Company/Pvt. Sectors :
- 07) Current catering assignments , With place,working hours and days :
(attach a copy of agreement/ documents, name, clients, address etc. Contact person with telephone no.
- 08) Registration No. of Restaurant (s)/catering service
- 09) Sales Registration / Income Tax Certificate details *(copy of Registration/ Certificate to be attached)* :
i) VAT No.
ii) PAN No.
- 10) Hygiene and Health :
Clearance Certificate from concerned civic authority
- 11) Details Catering Business :

Year	No of persons engaged	No of persons served
2012-13		
2013-14		
2014-15		

- 12) Annual turnover year wise from 2012-13 to 2014-15 :
(attach copies of 3 years audited balance sheet/income expenditure/ profit loss account)
- 13) Copies of latest Income Tax Return for 2012-13 to 2014-15
(copy to be attached)
- 14) DD/Cheque as Earnest Money Deposit for Rs.5,000/- is enclosed - DD. No. & Date

PART-C

UNDERTAKING

I / We hereby confirm that the information furnished above are true and correct to the best of my/our knowledge. I / We also declare that the decision of Principal Secretary, Home Department, Government of Odisha regarding shortlist of Agencies for issue of tender paper shall be final and binding on me / us.

I/ We have read, understood and accept all the terms and conditions applicable for operating Odisha Bhawan Canteen as laid down in the Agreement (PART-B) of the tender document.

I/We accept the rates in the rate chart for compulsory food items in Orissa Bhawan, Navi Mumbai canteen at Annexure-B/I of the Agreement. I also undertake to provide the food items in authentic Odisha style of preparation.

I/ We undertake to pay monthly licence fee quoted by me in financial bidding. I /we also agree to pay electricity and water charges fixed by the authorities as per the said agreement and also agree to pay as Security Deposit amounting to Rs.1.00 lakh (Rupees one lakh) only in favour of D.D.O-cum-Under Secretary, Home Department, Government of Odisha before commencement of my operation.

Place :

Date :

**(Signature with Seal
of the Bidder)**

- NB: -**
1. All the documents should be photocopied and duly attested by the bidder himself.
 2. Self attested Passport size photograph of the Proprietor/ Chief Functionary of the agency should be pasted on the space indicated at the right hand top corner of this bid form. The signature should be partly on the photographs and partly outside the photograph.

PART-C

Check list of documents to be enclosed with Technical Bid form

Sl. No.	Item no in the Technical Bid	Documents to be attached	Reference no.
1	1	Photograph	
2	4	Experience Certificate	
3	7	Certificates/ Agreements	
4	9	VAT Registration No. PAN No.	
5	10	Health Clearance Certificate	
6	12	Copies of Audited Balance Sheet/ Income Expenditure/ Profit and Loss Account for the year 2012-13,2013-14,2014-15	
7	13	Income Tax Returns for the years- 2012-13,2013-14,2014-15	
8	14	Demand Draft	

PART-D

**FINANCIAL BID FOR
OPERATING CANTEEN IN ODISHA BHAWAN, NAVI MUMBAI.**

1. Name of the Bidder:	
2. Description of work	Operating the Canteen in Odisha Bhawan, Plot NO-5 ,Sector-30/A,Vashi Navi Mumbai-400703
3. Rate of Licence Fee offered in Rs./ Per month	(Rupees in words/per month _____ _____))

Date:

**Signature of Bidder
with Seal**