



GOVERNMENT OF ODISHA
Office of Chief Resident Commissioner
4- Bordoloi Marg, Chanakyapuri, New Delhi-110021.
Telephone: 23019771,23018498, FAX: 23010839

TENDER NOTICE

Bid Reference No. 3783 /CRC

Dated 25/11/2020

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for catering services for Odisha Bhawan/Odisha Niwas Office of Chief Resident Commissioner. The details of the bidding process are follows:

Sl No	Bidding Schedule	Deadline
1.	Date of Issue	26.11.2020
2	Bid Due Date and Time	11.12.2020 (5 P.M)
3	Opening of Technical Bid	14.12.2020 (11 A.M)
4	Opening of Financial Bid	21.12.2020 (11 A.M)

Bidders are required to submit the technical and financial bid a separately. The bids in sealed cover-I containing "Technical Bid" and Sealed Cover-II containing Financial Bid should be placed in a third sealed cover super -scribed "Bid for Outsourcing of Catering Services/ Operating Canteen in 4- Bordoloi Marg, Chanakyapuri, New Delhi-110021" must reach the under signed on or before **11.12.2020, 5P.M** by Speed Post/Registered Post/Courier only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be down loaded from the website www.rcodisha.gov.in.

Complete Address for Submission of Bid

Resident Commissioner
Office of Chief Resident Commissioner
4-Bordoloi Marg, Chanakyapuri
New Delhi-110021.


Resident Commissioner, 

Memo No 3784 /CRC

Dated 25/11/2020

Copy forwarded to All Resident Commissioners of States with a request to display it in their Notice Board for wide publicity.


Resident Commissioner, 

PART A

1. BACKGROUND

Odisha Niwas, Chanakyapuri and Odisha Sadan, Dwarka are two State Guest Houses of the Government of Odisha in New Delhi. Odisha Niwas has 48 double bedded rooms and Odisha Sadan has 31 double bedded rooms. The canteen services in Odisha Niwas 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 existing rates for breakfast, lunch, **dinner, snacks and beverages including Thali for the in- house guest for Odisha Niwas / Bhawan /Sadan** is given at ANNEXURE-B/I *. Similarly the list of furniture, equipments, utensils, electrical items and fixtures to be given to the licensee is given at ANNEXURE-B/II. The bidder must go through the same before submitting the bid.
- * **It is only indicative one and rates may be revised from time to time by the Government of Odisha.**
- b) As mentioned above, the contractor should prepare separate menu for providing food items to in- house guest at the rate as prescribed by the Government of Odisha . The Contractor is free to fix the tariff for the food items to be served to the outside guest.
- c) The license for the canteen operation shall be valid for **five years** from the date of granting offer/license.
- d) The service provider shall itself perform its obligations and shall not assign or transfer or sub-contract any of its rights and obligations to any third party.
- e) The bidder should possess at least **Three years** of experience in running a canteen or restaurant or professional catering service in Odia cuisine in the state of Odisha or in any other city of India.
- f) The bidder must give an undertaking for not being black listed by any entity and should not have any judicial proceedings for any criminal proceedings against it.
- g) The bidder should have had a minimum annual turnover of Rs.100, 00,000/- (Rupees One Crore) in any three years out of the last five years starting from 2014-15. He or she submit an attested copy of the statement of accounts of the canteen/ restaurant duly audited and certified by a practicing Chartered Accountant. If bidder runs more than one such canteen/ restaurant, the combined annual turnover of those during the said three years should not have been less than Rs.300,00,000/- (Rupees Three Crore), which may be duly certified by a Chartered Accountant .

- h) The bidder must submit documentary evidences like IT returns, PAN, copies of GST Registration Certificate, EPF and ESI Registration Nos. and related documents.
- i) The Canteen in Odisha Niwas shall serve essentially Odia cuisine. Serving of other cuisine will be optional and subject to approval by the Government of Odisha. The bidder shall engage cooks and other staff trained in preparation and service of Odia cuisine.
- j) For Odisha Niwas, Chanakyapuri, the minimum license fee (reserve fee) is kept at Rs.1,00,000/- (Rupees One Lakh) per month and Odisha Sadan, Dwarka the license fee is kept Rs.25,000/- (Rupees Twenty Five Thousand) per month. The bidder should quote over and above the reserve license fee .
- k) The monthly license fee as quoted in the financial bid shall be paid in-advance every month i.e., before the 30th / 31st of preceding month.
- l) 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.
- m) 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.
- n) The bidder is required to furnish the required documentary evidence regarding timely payment of wages to the employees through online bank transfer alongwith other statutory dues like EPF and ESI from time to time.
- o) A Committee by the Government shall oversee the working of the restaurant, which would include maintenance of hygiene, maintenance of quality, and maintenance of good conduct of staff. The FSSAI norms should be adhered for maintenance of hygiene, maintenance of quality without fail.
- p) The tenderer will provide additional back-up support service as required by the **office of the Chief Resident Commissioner Government of Odisha** at the Bhawan/ Niwas/Sadan for which payment will be made accordingly. Staffs 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. Police verification of all employees shall be arranged by the Licensee to the Licensor every 6 months
- q) **Security Deposit and its Forfeiture for recovery of dues:**
- i) The Licensee shall furnish a Fixed Deposit Receipt of `Rs.3,00,000/- (Rupees Three Lakhs) only for the duration of the license from any Scheduled Commercial Bank payable to **Drawing and Disbursing Officer,**

Odisha Bhawan, 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 license fee arrears, (water and electricity dues), damages to premises, furniture, fixtures, crockery, cutlery and equipment as the case may be.

The validity period of security deposit will be 3(three) months beyond the license period from the date of signing of the agreement.

- ii) The **Office of the Chief Resident Commissioner** 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 license, 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 license fees as given in the agreement for the period of wrongful use of the premises after expiry/ termination of the license. The Resident Commissioner, 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.

r) 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 equipments as per the inventory list annexed to this agreement at **Annexure B/II**. The Licensee shall use the said furniture, fixtures and other equipments with utmost care and caution. At the time of termination of the license or after the expiry of the license 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/ utensils for VIP use. 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 at annexure B-II the licensor may provide crockeries / utensils, furniture, fixture and equipments and any other items for use by VIP guests in Odisha Niwas. The list of crockeries/ utensils and other items supplied will be maintained separately
- iii) Cost of repairs and maintenance to the furniture, fixtures and equipments, if any, during the license 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 License 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 License Agreement the licensed 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 license and in accordance with the terms and conditions of the Licence Agreement.

s) Repair & Maintenance:

- i) The Licensee shall undertake all repairs, including replacement of hinges, locks, tower bolts, doorknobs etc. during the period of the license. 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/ nonworking of electrical bulbs, tube lights and LED lamps and other electrical appliances, parts etc. and he/ she shall also maintain them.

t) Hygiene:

- i) The Licensee shall be responsible for proper upkeep of the dinning 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 blockage to the sewer lines has to be got rectified by the Licensee at his/ her own cost.

u) Catering:

- i) General public may be permitted entry to the Odisha Niwas canteen during the **business hours*** provided it does not affect the services given to the guests in Odisha Niwas. However, the Resident Commissioner reserves the right to impose reasonable restrictions on the entry of outsiders and also reserves the right to such entry.

* **Business hours** here refers to as follows:

- a) Breakfast – 07.00 AM to 10.00 AM
- b) Lunch – 12.30 PM to 03.00 PM
- c) Dinner – 07.30 PM to 10.00 PM

- ii) The catering and restaurant service shall be extended to the inmates of the Niwas on priority basis.
- iii) Every day the licensee shall provide all the items as specified in **Annexure-B/I** at the prescribed rates (to be decided after discussion on the menu to be provided by the successful bidder) and it should be displayed prominently. However the present rates at which food is provided for inmates and outside guest are given at column (4) of Annexure-B/I.
- iv) GST extra on every food item. 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.
- v) At the request of the Licensee and on furnishing the necessary justification, 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 Resident Commissioner, Government of Odisha in this regard shall be final
- vi) 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.
- vii) The Licensee may supply additional items of food not specified in the List at Annexure-B/I to the guest of Odisha Niwas and also to outsiders as per rates decided by him, subject to approval of the Resident Commissioner and these should be displayed prominently.

In additional to this the bidder **will have option to** prepare special odia delicious foods/ dishes during the special festive occasions such as Raja, Prathamastami, Nuakhai, Bada Osha etc. The Licensee shall ensure that the food items served to the guests are tasty and of good quality.

- viii) 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 Niwas. He shall also not allow the consumption of alcoholic drinks in the premises and restaurant licensed to him. The licensee is allowed to serve only non-alcoholic beverages and mineral water to the guests/ visitors.
- ix) **The 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.

- x) 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.
- xi) 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 Niwas.
- xii) 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 dues from his 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.
- xiii) The Licensee shall not use banned items such as food colour, Mono Sodium Glutamate (MSG), etc to enhance the taste, colour, etc which is restricted as per FSSAI Norms.
- xiv) The employees associated with preparation and distribution of food will be required to undergo periodical medical checkups / Food Handlers tests to rule out the possibilities of communicable disease/infection diseases and anybody found suffering from such has to be kept out of engagement till he is fully recovered.
- xv) The Licensee shall not employ any minor person below 18 years of age for the canteen work. All persons engaged/employed should be insured under Workmen's Compensation Act.
- xvi) The Licensee shall be primarily responsible for all payments to be made under and for the observance of labour regulations under various labour legislations and any breach shall be deemed to be breach of the licensee agreement. This includes responsibility in respect of Workman Compensation Act, EPF Act, ESI Act, Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, and Payment of. Wages Act.etc.
- xvii) The Licensee shall indemnify and make harmless Licensor, its Officers, employees against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the Licensor by reason of any act or omission of the Licensee, its agents or its employees in the execution of the work of running the canteen.

v) Penalty Provision:

The Licensee shall be liable for penalty to be decided by the committee upon receipt of complaint if any regarding misconduct / substandard food. The quality of food and service would be maintain all the time by the licensee and if during inspection or on complaint if it is found that service and food quality is poor than appropriate penalty to be imposed and deducted from security proportionate to the misconduct/ substandard of food.

w) General

- i) The Licensee shall obtain necessary permissions from the authorities such as Municipal Corporation of Delhi, NDMC, 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 and also to 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 licenses/ 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 Resident Commissioner, 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 license period or after termination of the license or after withdrawal of the license by either party as contained in this agreement, as the case may be, the Licensee shall clear all the dues payable towards the license fee, taxes, wages to the employees, etc, and shall produce to the Resident Commissioner, Government of Odisha legally valid documentary proof to that effect in order to enable the Resident Commissioner, Government of Odisha shall have the authority to adjust dues, if any, before releasing the security deposit.
- v) The 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.
- vi) Either party to this deed may terminate this license by giving at least 3 months of prior notice in writing to the other party of its intention to so terminate this License Agreement.
- vii) At the beginning of the period of license, the inventory of furniture, fixtures, fittings and equipments in the kitchen and dining hall will be prepared for handing over to the Licensee, which on expiry or termination of license would serve as the basis for verification at the time of handing over the same to the Resident Commissioner, Government of Odisha.
- viii) In case of any dispute arising out of this contract between the o/o The Resident Commissioner and the licensee the matter shall be referred to the sole arbitration of a person to be appointed by the Principal Secretary to

Government, Home Department. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act,1996 or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force.

- ix) As the parking facilities is limited in the Odisha Niwas for which parking facility will not be allowed for the outside guests in the Odisha Niwas premises.

The bidder would adequately provide the manpower proportionate to the visitors so there will not be dislocation in the services and also unnecessary lineup of visitors. The details of manpower in appropriate category to be mentioned by the bidder in the bid documents.

- x. The Canteen premises shall not be used for any other activities other than Canteen services.

3. SUBMISSION OF TENDER

- a) The tender documents and bid form either can be downloaded from the website www.rcodisha.gov.in or can be obtained from the Manager, Odisha Bhawan in the office of the Resident Commissioner, Govt. of Odisha, 4-Bordoloi Marg, Chanakyapuri, New Delhi and the interested bidders (Service Provider Agencies) may submit the Tender Document complete in all respect along with one demand drafts(non-refundable) of Rs.1000/- (Rupees One thousand) towards Bid Processing Fee drawn in any scheduled commercial Bank payable to the Manager-cum-DRC, Odisha Bhawan, Govt. of Odisha, New Delhi.
- b) The Bid should be submitted by Speed Post/Registered Post/Courier to the Manager-cum-DRC, Odisha, Bhawan/Niwas, 4- Bordoloi marg, Chamakyapuri, New Delhi-110021 .
- b) A separate Demand Draft of 30,000/ (Thirty Thousand) only towards Earnest Money Deposit (here in after EMD) issued by any scheduled commercial bank payable to the Manager-cum-DRC, Odisha Bhawan, Govt. of Odisha, New Delhi shall be submitted along with the tender document. The EMD will be returned to the unsuccessful Bidders within 30 days from completion of tender process.
- c) The last dates for sale, deposit and opening of the tender schedule are given below.

Sale of Tender documents	26.11.2020
Deposit of complete Tender documents	11.12.2020, 5PM
Opening of Technical Bid	14.12.2020, 11AM
Opening of Financial Bid	21.12.2020, 11AM

- d) The offer must be made in two parts, viz., Technical Bid and Financial Bid, which should be sealed by the bidder in separate covers duly super scribed and the both these sealed covers are to be put in a big cover should also be seal and duly super scribed and submitted on or before prescribed date & time.
- e) The Technical Bid should 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.
- f) The Financial Bid should 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**”.
- g) 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 Niwas 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.
- h) 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.
- i) The Resident Commissioner, Government of Odisha 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.
- j) For any clarification or supplementary information before submission of the bid, please contact:-

Manager-cum-DRC, Odisha Bhawan & Niwas, Government of Odisha, Odisha Niwas, 4–Bordoloi Marg, Chanakyapuri, New Delhi–110 021. Telephone: 23019771, 23018498, Fax: 23010839

4. 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 Resident Commissioner/ Resident Commissioner, 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 on point score on each of the following items. They are

Criteria	Weightage	Marks secured
Average annual turnover	30	Rs. 1cr to 3 cr- 15 Marks
		More than Rs 3 cr to 5cr- 25marks
		More than Rs 5 cr- 30 marks
Period of experience	30	3 years- 15marks
		More than 3 to 5 years- 25 marks
		More than 5 years- 30 marks
On site visit	40	Quality of food served- 20 Marks
		Hygiene of staff & Cleanliness of the restaurant - 20 Marks
Total	100	

****Minimum qualifying marks for opening of Financial Bids will be 50 Marks during technical evaluation.**

- c) The financial bids of only such short listed bidders shall be opened.
- d) The financial bids would be evaluated on the basis of the amount of licence fee per month as quoted in the commercial bid. It is mentioned that highest bidder be awarded the contract

5. CONTRACT AGREEMENT

- a) The Licensee shall enter into a contract agreement, on stamp papers of adequate denomination, with the Government of Odisha, hereinafter referred to as the licensor.
- b) Refusal to enter into contract after being selected may result in forfeiture of EMD.
- c) EMD of the successful bidder shall be returned after execution of the contract and submission of security deposit as indicated at para 2 (i) as given above. EMD of unsuccessful bidders shall be returned soon after selection of the bidder.

LICENCE AGREEMENT

This License is made and entered into on this _____ day of _____ 2020 between the Governor of Odisha represented by the Principal Resident Commissioner/Resident Commissioner, Government of Odisha, Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi-110021 (here inafter referred to as the Licensor).

AND

M/s _____ represented by its authorized partner Shri _____ S/o _____ Aged _____ years resident of _____ (hereinafter referred to as "the Licensee").

WHEREAS the Licensor has decided to invite bids from reputed restaurant owners/professional caterers for running the Canteen in the Odisha Niwas, 4-Bordoloi Marg, Chanakyapuri, New Delhi - 110021

AND WHEREAS the Licensee, who is the most acceptable bidder, has offered to run the Canteen of Odisha Niwas at 4-Bordoloi marg, Chanakyapuri, New Delhi-110021.

AND WHEREAS the Licensor has decided to grant the said license 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 License:**

- i) The License covers a period of Three year from the date ____ - ____ - ____, The Resident Commissioner 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 license, the Resident Commissioner, Government of Odisha shall give the Licensee reasonable opportunity of being heard. Thereafter the decision of the Resident Commissioner, Government of Odisha shall be final and binding on the Licensee.

- ii) The license can be terminated by either party viz. the Licensor or the Licensee after giving 3 months notice.

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

- iv) The Licensee shall furnish a Fixed Deposit Receipt of Rs.3,00,000/- (Rupees Three Lakh) only for the duration of the license from any Scheduled Commercial Bank payable to Manager-cum-DRC, Odisha Bhawan, 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.
- v) The Resident Commissioner, 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.
- vi) Immediately after expiry or termination of license, 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 license fees as given in the agreement for the period of wrongful use of the premises after expiry/ termination of the license. The Resident Commissioner, 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, Electricity and Water Charges:

- i) The Licensee shall pay monthly license fee of `...../- (Rupees) only payable as per the agreement by A/c payee Banker's cheque drawn in favour of Manager-cum-DRC, Odisha Bhawan, Government of Odisha, payable at New Delhi before 30th /31st of previous calendar month in advance and shall obtain the valid receipt from the Licensor.
- ii) If the Licensee fails to pay the amount of license 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 Resident Commissioner, 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 license fee. The monthly electricity and water charges as per actual 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:

- vii) The Licensor shall permit the Licensee to use the dining hall and kitchen premises, and handover to him the furniture, fixtures, and equipments as per the inventory list annexed to this agreement at **Annexure B/II**. The Licensee shall use the said furniture, fixtures and other equipments with utmost care and caution. At the time of termination of the license or after the expiry of the license 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/ utensils for VIP use. 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.
- viii) In addition to the items mentioned at annexure B-II the licensor may provide crockeries / utensils, furniture, fixture and equipments and any other items for use by VIP guests in Odisha Niwas. The list of crockeries/ utensils and other items supplied will be maintained separately
- ix) 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.
- x) 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.
- xi) 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 License 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.
- xii) Notwithstanding anything contained in this License Agreement the licensed 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 license and in accordance with the terms and conditions of the Licence Agreement.

5. Repair & Maintenance:

- iii) The Licensee shall undertake all repairs, including replacement of hinges, locks, tower bolts, doorknobs etc. during the period of the license. 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.

iv) The Licensee shall be responsible for the replacement at his cost of the fused/ nonworking of electrical bulbs, tube lights and LED lamps and other electrical appliances, parts etc. and he/ she shall also maintain them.

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 dinning 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 O/o the R. C.
- 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 Resident Commissioner or any other officer duly authorized by him for the purpose of enforcing the terms and conditions of this Licence 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 Odia cuisine and running the canteen.
- vii) The Licensor shall have no responsibility or obligation, legal or otherwise in respect to 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 Delhi 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 Resident Commissioner, Government of Odisha against any legal action in this regard.
- ix) The Licensee shall ensure that the staff employed by him/ her are neatly dressed in proper uniform and are polite to the guests/ visitors at all times.
- x) The Licensee shall get the antecedents of all his/ her staff verified through the police authorities before engaging them in the canteen.

- xi) Any lost and found belongings of the guests/ visitors shall be promptly handed over by the staff to the Catering Officer in the Office of the Resident Commissioner, Government of Odisha.
- xii) The Licensee shall arrange to supply proper identity cards and badges for the staff employed by him/ her.
- xiii) Smoking in the kitchen and dining premises of Odisha Niwas is strictly prohibited and staff of the Licensee shall follow the prohibition order and also enforce it.
- xiv) 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 Resident Commissioner or any officer authorized by him.

7. Hygiene:

- iii) The Licensee shall be responsible for proper upkeep of the dinning premises and for maintenance of proper hygiene, including in the kitchen, bathrooms, washing places and other adjoining areas used for canteen purpose.
- iv) 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 blockage to the sewer lines has to be got rectified by the Licensee at his/ her own cost.

8. Catering:

- xviii) General public may be permitted entry to the Odisha Niwas canteen during the **business hours*** provided it does not affect the services given to the guests in Odisha Niwas. However, the Resident Commissioner reserves the right to impose reasonable restrictions on the entry of outsiders and also reserves the right to such entry.

* **Business hours** here refers to as follows:

- a) Breakfast – 7 AM to 10 AM
 - b) Lunch – 12.30 PM to 03 PM
 - c) Dinner – 7.30 PM to 10 PM
- xix) The Licensee shall keep the canteen open during fixed hours as the Resident Commissioner may specify.
 - xx) The catering and restaurant service shall be extended to the inmates of the Niwas on priority basis.
 - xxi) GST extra on every food item. 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.

- xxii) At the request of the Licensee and on furnishing the necessary justification, the Government of Odisha may revise the rates fixed for various items at the beginning of each year in consultation with the food committee.
- xxiii) 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.
- xxiv) The Licensee may supply additional items of food not specified in the List at **Annexure-B/I** to the guest of Odisha Niwas and also to outsiders as per rates decided by him, subject to approval of the Government .
- xxv) 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 Resident Commissioner, 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.
- xxvi) 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 Niwas. He shall also not allow the consumption of alcoholic drinks in the premises and restaurant licensed to him. The licensee is allowed to serve only non-alcoholic beverages and mineral water to the guests/ visitors.
- xxvii) The 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.
- xxviii) 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.
- xxix) 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 Niwas.
- xxx) 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 dues from his 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.

- xxxi) 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.
- xxxii) The Licensee shall provide to the Catering Officer or his representative, free of cost, the samples of cooked food items for checking the quality of food served to the inmates.
- xxxiii) The Catering Officer 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 to be decided by the committee upon receipt of complaint if any regarding misconduct / substandard food. The quality of food and service would be maintain all the time by the Licensee and if during inspection or on complaint if it is found that service and food quality is poor than appropriate penalty to be imposed and deducted from security proportionate to the misconduct /sub standard of food .

10. General:

- x) The Licensee shall obtain necessary permissions from the authorities such as Municipal Corporation of Delhi, NDMC, Commercial Tax Authority, Income Tax Authority, Labor Authorities, etc. and shall be responsible to pay all applicable taxes in respect of services offered under the contract and also to 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.
- xi) The Licensee shall before commencing any activity, procure the necessary licenses/ 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.
- xii) 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 Resident Commissioner, 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.
- xiii) After the expiry of the license period or after termination of the license or after withdrawal of the license by either party as contained in this agreement, as the case may be, the Licensee shall clear all the dues payable towards the license fee, taxes, wages to the employees, etc, and shall produce to the Resident Commissioner, Government of Odisha legally valid documentary proof to that effect in order to enable the Resident Commissioner, Government of Odisha

shall have the authority to adjust dues, if any, before releasing the security deposit.

- xiv) The Resident Commissioner, 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.
- xv) Either party to this deed may terminate this license by giving at least 3 months of prior notice in writing to the other party of its intention to so terminate this License Agreement.
- xvi) At the beginning of the period of licence, the inventory of furniture, fixtures, fittings and equipments in the kitchen and dinning hall will be prepared for handing over to the Licensee, which on expiry or termination of licence would serve as the basis for verification at the time of handing over the same to the Resident Commissioner, Government of Odisha.
- xvii) The Licensee shall not assign this rights or responsibilities under this license to any other party.
- xviii) The Licensee shall abide by all the terms and conditions of the License Agreement.
- xix) In case of any dispute arising out of this contract between the o/o The Resident Commissioner and the licensee the matter shall be referred to the sole arbitration of a person to be appointed by the Principal Secretary to Government, Home Department. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof and of the rules made there under for the time being in force.
- xx) **IN WITNESS WHERE OF** the parties hereto the Licensor and the Licensee have hereby signed on the date, month, year hear in above-mentioned.

SCHEDULE

In presence of –

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

WITNESS:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

Signed by Shri _____

Licensee

WITNESS:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

ANNEXURE – B/I**RATE CHART FOR COMPULSORY FOOD ITEMS IN ODISHA NIWAS CANTEEN**

Sl. No	Items	Qty	Rates of OB/ON/OS
1.	<u>THALI (Breakfast)</u> Idli (4 nos), Sambar, Chutney or Poori (5 nos), Dalma, or Chakuli pitha (4 nos), Dalma, or Paratha (3 nos), Santula or Upma (200gms), Sambar, Chutney or Uttapam(3Nos), Sambar, Chutney	Limited	Rs.60/-
	<u>EXTRA SERVED (on Request)</u> Idli(2pcs)/Poori(2pcs)/Chakuli Pitha(2pcs)/Paratha(2pcs)/Upma(100gms)/ Uttapam(2pcs)		Rs.20/-
2.	Toast (4 pcs), Butter, Eggs (2 nos) to order / Cornflakes(50 gms),Milk, Banana		Rs.60/-
	<u>EXTRA SERVED(on Request)</u> Toast(2pcs) Eggs to Order (1No.)		Rs.20/- Rs.15/-
3.	<u>THALI (Lunch/ Dinner)</u> Basmati Rice, Chapati,Dal, Vegetable Curry, Vegetable Fry,Raita or Khatta or Kheer,Salad, Papad, Pickles	Rice & Dal (1st helping is free)	Rs.110/-
	<u>EXTRA SERVED(on Request)</u> Vegetable Curry/ Fry (seasonal) Paneer Mottor Curry Plain Rice Dal Papad	150 gms 100gms 150gms 100gms 1pc	Rs.40/- Rs.70/- Rs.30/- Rs.30/- Rs.05/-
4	Fish Curry/ Fry	150 gms	Rs.100/-
5	Fish Curry/Fry(half Plate)	75 gms	Rs.60/-
6	Chicken Curry/Masala	200 gms	Rs.100/-
7	Chicken Curry/Masala (Half Plate)	100 gms	Rs.60/-
8	Vegetable Pakoda	200 gms	Rs.40/-
9	Paneer Pakoda	200 gms	Rs.70/-
10	Veg. Sandwich	4 pcs.	Rs.40/-
11	Vada/ Samosa/ Alu Chop	2 pcs.	Rs.20/-
12	Salad	Full Plate	Rs.60/-
13	Tea/Tea Bags with Milk& Sugar	1 cup	Rs.10/-
14	Coffee/ Coffee Pouch with Milk &Sugar	1 cup	Rs.15/-
15	Pot Tea	2 cups	Rs.24/-
16	Pot Coffee	2 cups	Rs.30/-

The rate chart for outsiders (persons other than the inhouse) shall be decided by the service provider agency.

ANNEXURE – B/II

1. List of furniture, equipments and utensils etc. that shall be handed over to Licensee on as is where is condition.

Sl. No.	Items	Description	Quantity
1.	Dining Table	Granite top with stainless steel base	16 nos.
2.	Dining Chairs	Stainless steel	72 nos.
3	Fly Killer Light	Avro	3 no.
4	Water Filter	Aquaguard (AG-200)	1 no.
5.	Water Cooler	Bluestar	1 no.
6	Deep Freezer	425 liters	1 no.
7	Refrigerator	286 liters	1 no.
8	Wet Grinder		1 no.
09	Gas Stove	2 burners	2 nos.
10	Dosa Plate	With burners	1 no.
11	Bain Marie	With containers & covers	1 set
12	Domestic Stove	2 burners	2Nos
13	Gas	PNG	All burners
14	Painting in Dining Hall	On wall On ceiling	2 nos. 07 nos.

2. List of Electrical Items and Fixtures installed in Orissa Niwas Canteen

Sl. No.	Items	Description	Quantity
1.			
2.			
3.			
4.			

**TECHNICAL BID FOR
OPERATING CANTEEN IN ODISHA NIWAS, NEW DELHI**

Pre-qualification Form for short listing of Agencies for operation of the Canteen
at Odisha Niwas, New Delhi

(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)
- 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 : i) GSTNo.
Certificate details *(copy of Regis- ii) PAN No.
tration/ Certificate to be attached)*
- 10)** NDMC/ MCD Hygiene and Health :
Clearance Certificate

11) Details Catering Business :

Year	No of persons engaged	No of persons served
2014-2015		
2015-2016		
2016-2017		
2017-2018		
2018-2019		

- 12) Annual turnover year wise :
from 2014-15 to 2018-19
*(attach copies of any 3 years
audited balance sheet/income expenditure/
profit loss account)*
- 13) Copies of latest Income Tax Return
for 2014-15 to 2018-19
(copy to be attached for any thee year)
- 14) DD/Cheque as Earnest Money Deposit for
Rs.30,000/- is enclosed - DD. No. & Date

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 Resident Commissioner, 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 Niwas 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 Odisha Niwas canteen at Annexure-B/I of the Agreement. I also undertake to provide the food items in authentic Orissa 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. 3.00 lakh (Rupees Three lakh only) in favour of Manager-cum-DRC, Odisha Bhawan, Government of Odisha, New Delhi 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.

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	GST Registration No. PAN No.	
5	10	Health Clearance Certificate	
6	12	Copies of Audited Balance Sheet/ Income Expenditure/ Profit and Loss Account for any three year out of last five year(from 2014-15 to 2018-19)	
7	13	Income Tax Returns for for any three year out of last five year(from 2014-15 to 2018-19)	
8	14	Demand Draft	