



**Office of the Director**  
**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES,**

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**NOTICE INVITING TENDER**

**TENDER FOR OPERATING CAFETERIA INCLUDING CONSTRUCTION OF G + 2 BUILDING ON  
BUILT AND OPERATE BASIS**

**AT**  
**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES - PATNA**

**Introduction:**

**Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna - 800 014** is the premiere medical institute of the state of Bihar - established by the act of Assembly and functioning under Department of Health and Medical Education, Government of Bihar. Various facilities are being developed at this Institute to cater to needs of patients belonging to the state of Bihar and neighbouring states. It is situated at sprawling 133 Acre campus in the heart of city with important landmarks of the city like Airport, Rajbhawan, Secretariat, Vidhan Sabha, High Court, Patna Junction Railway Station and Bus Stand being located within 6 kilometers of the institute. Being situated at Main Baily Road, it is easily accessible round the clock.

Indira Gandhi Institute of Medical Sciences an autonomous Institution of the state of Bihar is being established by I.G.I.M.S. Act, 1984, the preamble of the I.G.I.M.S. Act'84 runs as follows: -

*"To establish an Institution in the State of Bihar with view to develop clinical services in super specialities of the highest standard, a system of supportive supervision and continued education for the medical and health functionaries and to promote services, research and education in the field of Community Medicine and allied subjects."*

Indira Gandhi Institute of Medical Sciences, Patna is a tertiary care hospital, providing treatment in various super-specialties. Patients referred from various hospitals and medical colleges come here with high hopes for highly specialised treatment. The facility of treatment is not limited to referred patients from outside. Those patients who are not referred from any of the medical institution are evaluated first in filter clinic and then from filter clinic they are referred to appropriate departments.

At present the institute provides clinical services in various disciplines including Nephrology, Urology, Gastroenterology, G.I. Surgery, Neurology, Neurosurgery, Cardiology, Internal Medicine, Endocrinology, Pulmonology, Reproductive Biology, General Surgery, Paediatric Surgery, Paediatric Medicine, Community Medicine, Obs. & Gyane. Regional Institute of Ophthalmology and Regional Cancer Centre (Cancer Treatment and Research Centre) are providing specialised services in respective fields. Clinical services are backed by investigative services including conventional radiology, Ultrasound, 128 Slices C T Scan, Biochemistry, Histopathology, General Pathology, Microbiology, Video-endoscopy, Urodynamics etc. Institute provides emergency services to acutely all patients. Apart from above, 10 bedded ICCU, 8 – Bedded CCU and NICU are also operational. Institute also have "State of Art" four nos. of Modular Operation Theatres apart from nine nos. of Operation Theatres. All the Operation Theatres, ICCU, CCU etc. are covered with Comprehensive Medical Gas Pipeline System for supply of Oxygen, Nitrous, Vacuum and Compressed Air. **Apart from above, Institute is also running various UG (100 Seats MBBS), PG and various Para Medical Courses.**

**Description of the Tender**

Construction of G + 2 Building on the space / land (total floor area: 756 Sqm; Each Floor: 252 Sqm.) to be provided by the Institute on lease of twenty years for operating cafeteria in the campus of the Institute.

It is proposed to have a cafeteria which showcases the best of cuisines (traditional / Chinese / continental), with a contemporary interpretation understanding their nutritive values and, where appropriate, giving them a twist to make them healthier or more delicious.. High standards of hygiene, presentation and services are expected.

**NOTE:**

1. The document contains 24 Pages.
2. The entire documents should be duly filled in and submitted in original.
3. All pages should be signed by the Applicant under seal.
4. All information to be written legibly. Where figures are furnished, these are to be written in words also, within brackets.
5. Attach separate sheets wherever necessary.

**1. Key Terms:**

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

a.	'Tender' or 'Bid' means the formal offer to undertake the work.
b	"IGIMS" means Indira Gandhi Institute of Medical Sciences.
c	'Applicant' or 'Tenderer' or 'Bidder' means the person submitting the Tender pursuant to the Notice Inviting Tender.
d	'Cafeteria' means the cafeteria at IGIMS Campus, near "Dhanwantri Hostel, Proposed Jan Aushedhi and Medicine Shop".
e	"License Agreement" means the agreement to be executed between the Lessee and IGIMS for award of license to the Lessee to operate the Cafeteria.
f	"Lessee" or "Agency" means the individual/agency selected for award of license to operate the Cafeteria.
g	"Licensed Premises" means the Cafeteria building situated in the IGIMS Campus behind the new library and by side of "Dhanwantri Hostel".
h	'Licensor' means IGIMS .
i	"Term" means the term commencing from the Commencement Date, until the termination of the license awarded to the Lessee to operate the Cafeteria.

**2. Terms and Conditions:****a. Terms and Conditions for submission of the tender**

- i. No Tenderer shall be a close relative of any employee of IGIMS, nor shall any Tenderer be associated with an employee of IGIMS or their close relatives as proprietor / partner / share holder / director and the like.
- ii. The successful Tenderer shall be required to enter into a License Agreement with IGIMS, governing the Terms and Conditions of the license on non-judicial stamp paper
- iii. The Tender should accompany a demand draft of Rs. 50,000/- (Rupees fifty thousand only) in favour of Director IGIMS, drawn on the State Bank of India or any other nationalized bank towards Earnest Money Deposit which shall be refunded to unsuccessful Tenderer for which no interest shall be payable.
- iv. The successful Tenderer shall submit the following documents within 7 days from the date of placement of the work order:
  - Duplicate copy of the work order duly signed by the Tenderer as a token of acceptance of the service contract.
  - Original copy of the License Agreement/deed of license governing the Terms and Conditions of the Contract on non-judicial stamp paper
  - The Cafeteria shall be kept open on all days of the year during the prescribed hours of functioning from 6.30 A.M. to 10.30 P.M. only. No order should be entertained after 10 P.M..

**b. Rent:**

The rent on per month basis with minimum escalation of 05% (five percent) per year of the entire cafeteria premises including the ground, first and second floor of the building is to be quoted by the prospective bidder(s). Work will be offered to those bidders who will offer the maximum rent per month.

The rent of the premises has to be deposited in advance to Director, IGIMS – Patna by 7<sup>th</sup> day of the each month.

**c. Eligibility:**

- i. The bidder shall be an individual/firm/agency of sound financial status having a minimum two years' experience in running a cafeteria or restaurant in a reputed Institution or serving as caterer for more than 500 people at a time at frequent occasions.
- ii. The bidder shall submit, directly or indirectly, only one application in the tendering process, either individually as an applicant or as a partner. A bidder who submits or participates in more than one application will cause all the applications in which the Applicant has participated to be disqualified.
- iii. The bidder should not be barred or black-listed by any Government Department
- iv. Bidder shall provide such evidence of their continued eligibility as required.
- v. Valid Food Safety and Standards Licence from FSSAI.
- vi. Valid Trade License and GST Registration certificate should be possessed by the bidder.
- vii. The tender should be accompanied by **Earnest Money Deposit of Rs. 50, 000/- (Rs. Fifty Thousand Only) and Rs. 2, 000/- (Rs. Two Thousand Only; Non Refundable) towards cost of Tender Document** in the form of Demand Drafts to be drawn in the favour of “**Director, IGIMS – Patna**” payable at Patna.
- viii. Tender not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- ix. Earnest Money Deposit of the unsuccessful bidder will be returned without interest after the finalization of the tender.

**d. Submission of Tender Form**

- i. The Tender / Bids are to be submitted in the two parts i.e. **Part – I, Technical Bid** in a format as Annexure – 5 and **Part – II, Financial Bid** in a format as Annexure – 6 in a separate sealed cover superscribed “Technical Bid” and “Financial Bid” respectively.
- ii. Both the Technical Bid and Financial Bid are to be placed in sealed cover superscribed “**TENDER FOR OPERATING CAFETERIA INCLUDING CONSTRUCTION OF G + 2 BUILDING ON BUILT AND OPERATE AT INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES – PATNA**”.
- iii. Tender form should be filled up in all respects and returned by the Bidder duly signed on each page of the original Tender form including the pages containing the terms and conditions and should be properly sealed. **The following documents must accompany the Tender Form.**
  - **Certificate of furnishing correct information:** The bidder shall furnish a certificate to the effect that correct information has been furnished in the Tender and the bidder shall be solely responsible for furnishing misleading, wrong or false information in the Tender. Furnishing of misleading, wrong or false information may lead to the cancellation of the Bid.
  - A certificate of sound financial status from a nationalised bank with whom the bidder has financial transactions.

- A letter of authorization duly authorizing the signatory to participate and sign the Tender documents on the letter head of the Bidder / Firm / Agency / Company.
- A declaration on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public to the effect that the bidder is not barred or black-listed any Government Department or Public Sector Undertaking
- Copies of financial statement (balance sheets, including all related notes, and income statements) for the last 3 financial years.
- A sample menu with quoted price of Indian, Chinese and Continental Snacks, Lunch, Dinner items. (SAMPLE MENU PROVIDED AS ANNEXURE-3 SHOULD BE SUBMITTED DULLY FILLED IN. BIDDER CAN ADD MORE ITEMS WITH QUOTED PRICE BUT CAN NOT DELETE ANY OF THE ITEMS FROM THE LIST) . The quantity of each item (as applicable) should be expressed in either gram or ml.
- A sample menu with quoted price of other readymade edible items which can be made available in the cafeteria. The quoted price of such items cannot be more than the MRP printed on the item.
- Any relevant information or document which bidder may consider appropriate for a cafeteria of IGIMS, including documents evidencing their expertise/experience/ideas related to regional Indian cuisines and their contemporary interpretation, other than for which Tender has been invited by IGIMS.
- The rate should be clearly indicated in words and figures. Whenever there is discrepancy between words and figures, the lower among them shall apply.
- There should not be any over-writing/cutting in the rates tendered. Any term and condition other than those mentioned in this document shall not be considered and shall be rejected forthwith.

**e. Amendment of Tender Documents.**

At any time prior to the deadline for submission of documents, the Director, IGIMS - Patna may amend the Corrigendum, amendment and addendum tender documents by issuing Corrigendum, amendment and addendum. Any Corrigendum, amendment and addendum issued shall form part of the tender documents and the same may be seen and downloaded from Institute website [www.igims.org](http://www.igims.org).

**f. Cost of Application**

The bidder shall bear all costs associated with the preparation and submission of Tender. IGIMS shall not be responsible or liable for those costs, regardless of the outcome of the tendering process.

The bidder should also be accompanied by a demand draft of Rs. 2, 000/- (Two Thousand) only drawn in favour of "Director, IGIMS - Patna" payable at Patna as a cost of tender documents (non refundable).

**g. Language of Applications**

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

**h. Last Date**

The last date and time for receipt of Tender shall be up to 3:30 P.M. on 25.10.2018. The Tenders received after the stipulated date and time will not be considered and rejected summarily.

IGIMS will not accept any responsibility or grant any relaxation of time for any postal delay in the submission of tender.

**i. Opening of Tender and Evaluation thereof**

- The Tenders (Technical Bid Only) received will be opened by a Committee on 25.10.2018 at 4:30 PM.
- The bidders or their authorized representatives should be present at the time of opening of the tender. In case of absence of any bidder during the opening of the tender, no claim of any sort will be entertained.
- Bid in unsealed condition or without the required documentation and certification are liable to be rejected summarily. Tenders not conforming to the requirements mentioned in the Terms and Conditions above or not accompanied by Earnest Money Deposit are liable to be summarily rejected.
- Before finalizing the list of qualified Bidders, the Committee may arrange to inspect the existing restaurants / establishment or logistics available of the Applicants.
- Thereafter, the tenders shall be evaluated and a list of qualified Applicants will be prepared by the Committee.
- The decision shall be taken based on the credentials and technical qualifications of the bidders. The Committee shall prepare a list of technically qualified bidders whose Financial Bids shall be opened. The decision of the Canteen Committee, IGIMS – Patna shall be final and binding on all the bidders. The final decision for award of work / lease shall be in favour of the bidder quoting / offering the highest rent per month.

**j. False Information**

- In the event of false, misleading or wrong information furnished by the bidder, the Earnest Money Deposit in respect of such bidder shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false, misleading or wrong information in the Tender, the contract is liable to be terminated and performance, security and other payments due to IGIMS shall be forfeited and the agency is liable to be blacklisted for a period up to three years.
- If the successful bidder fails to sign the License Agreement within stipulated time or after signing the contract fails to perform any contractual obligation, his/her Earnest Money Deposit shall be forfeited. Depending upon the gravity of violation/omission, the bidder is liable to be blacklisted for a period up to 3 years, without prejudice to any other remedy that the Committee may have under existing law.

**k. Acceptance and Withdrawal**

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

**l. Agreement**

- The successful bidder (hereinafter referred to as Lessee) shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper within 7 (seven) days from the date of acceptance of the Tender. The Agreement shall clearly specify the rights and obligations of the Lessee and IGIMS with respect to the running of the Cafeteria.
- The incidental expenses of execution of License Agreement shall be borne by the Lessee.

- The Lessee shall furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) in the format prescribed, in favour of Director, Indira Gandhi Institute of Medical Sciences, Patna for an amount equal to 1 (one) year's rent of the premises for due performance by Lessee of the Terms and Conditions of the License Agreement.

**m. Security cum Performance Guarantee**

The Lessee shall furnish an unconditional and irrevocable Security-cum-Performance Bank Guarantee (PBG) as per Format Annexure – 4 in favour of Director, IGIMS – Patna for an amount equal to 2 (two) years rent of the premises for due performance by Lessee of the Terms and Conditions of the Lease Agreement.

**n. Compliance**

- The Lessee shall abide by all rules and regulations, by-laws and guidelines that IGIMS – Patna may, from time to time, make or adopt or amend for the care, protection and administration of IGIMS and the general welfare and comfort of its students, Faculties and staff and patient's attendant.
- The Lessee and its employees and agents shall be bound to comply with any instructions issued by IGIMS authority from time to time.
- The Lessee will, during the continuance of this agreement, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business.
- The Lessee will ensure full fire safety precaution as per rules of Bihar Government.

**o. Control and Supervision**

- The overall control and superintendence of the said lessee premises shall remain vested with IGIMS – Patna Authority, whose officers and agents shall at all times have the absolute right of entry into the said premises and be entitled to inspect the Cafeteria premises for its bonafide use, its state of repairs and compliance with the terms and conditions of the Lease Agreement, without disruption of the normal functioning of the cafeteria. The price of the items shall be linked with price index as on the base date to be decided mutually and subsequent to increase in price index, any change in price of the items due to escalation of price shall be done only with the approval of the IGIMS – Patna authority.
- The Lessee shall deposit duplicate keys of the premises with IGIMS – Patna whenever it is so demanded and permit IGIMS – Patna to make use of the keys during any emergency. The Lessee shall not remove or replace the lock on any door or change the locking device on any door of the licensed premises.
- The Lessee shall maintain a complaint book at a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of IGIMS. Complaint by e-mail will be treated as official.

**XX. Additions and Alterations**

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

**p. Maintenance**

- The Lessee will keep and maintain the Leased Premises and the area in and around the Premises in a clean, hygienic, proper and decent condition; and shall not suffer the premises to be held in a bad state of repair and outlook during the currency of the lease Agreement. Further, the Lessee shall not in any manner damage the wall, floor or other structure of the building, nor shall it cause any kind of hindrance or obstruction in the use thereof by IGIMS in any manner whatsoever.

- If the building and its premises are not maintained in clean condition by the Lessee, IGIMS - Patna shall have powers to get the premises cleaned at the risk and cost of the Lessee and recover liquidated damages at the rate of Rs. 500/-per day for each default up to 7 days and thereafter Rs. 1, 000/- per day and can take other actions including termination of the lease.
- In the event of any damages being caused to the building its Premises, intentionally or otherwise, by the Lessee, or his/her/its employees or invitees or customers, IGIMS – Patna shall be entitled to repair the damage or make the requisite replacement and call upon the Lessee to reimburse the cost thereof, which the Lessee undertakes to pay forthwith on demand.
- The Lessee shall not store or bring or keep in the premises heavy articles so as to injure or damage the licensed premises or keep goods of combustible or inflammable nature, except as reasonably required by the Lessee for performing services under the Lease Agreement.
- The Lessee shall not keep any forbidden items as notified by the Excise department of Govt. of Bihar.

**q. Employees**

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

**r. Compensation or Concession**

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

**S. Duration, Termination and Renewal**

- The duration of the Lease shall be for a period of 20 years (twenty years) subject to satisfactory performance.
- IGIMS – Patna shall have the right to terminate the License by giving 90 (Ninety) days notice in writing without assigning any reason therefore, at any time.
- The Lessee may also terminate the License by giving 90 days notice in writing.
- IGIMS – Patna will be entitled automatically to terminate this Agreement on the occurrence of any of the following events:
  - i. The Lessee is in breach of its responsibilities and obligations under this Agreement and these have not been rectified after having been given 15 (fifteen) days written notice by IGIMS - Patna;

- ii. The Lessee has a winding up or administration order made in relation to it;
  - iii. if the reputation of IGIMS is damaged on account of Lessees dealings with third parties.
- In the event of termination of Lease as provided hereinabove, IGIMS – Patna shall always be entitled to and shall have power at its absolute discretion to reoccupy forthwith the Leased Premises, without notice and without subjecting itself to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof.
  - On expiry of the Lease period or on termination of the Lease by IGIMS - Patna on account of any breach on the part of the Lessee, the Lessee shall deliver the possession of the Leased Premises and building built there are in good condition and in peaceful manner along with furniture, fittings, equipment and installations. Further, Lessee shall remove his/their goods and other materials within 3 days from the premises, failing which IGIMS – Patna reserves its right to remove such goods/materials at the cost and risk of the Lessee and demand payment for such removal. If such payment is not made within 10 (ten) days, IGIMS – Patna shall be at liberty to dispose off the goods/materials of the Lessee by public auction to recover the cost. The Lessee shall not be entitled to raise any objection in such an eventuality.
  - In the event of any default, failure, negligence or breach, in the opinion of IGIMS - Patna, on the part of the Lessee, in complying with all or any of the conditions of the lease, IGIMS - Patna will be entitled and be at liberty to terminate the forthwith and resume possession of the Leased Premises including without payment of any compensation or damages and also claim in full or in part the amount of the Bank Guarantee submitted for due performance of the Agreement.

**t. Insurance**

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

**u. Indemnity**

- Lessee shall indemnify IGIMS – Patna and hold it harmless from all claims, demands, damages, actions, costs and charges, including against liabilities towards customers or visitors, to which IGIMS – Patna may become subject, or which it may have to pay or be held liable for, by reason of any injury to persons, reputation or property suffered or sustained by any agent or employee of IGIMS - Patna or arising out of any activity or negligence or omission of the Lessee or its agents or employees while in or about the Leased Premises or other premises of IGIMS - Patna
- Lessee shall indemnify IGIMS – Patna against any loss, claim, costs, damages to, or diminution of, its business and goodwill or any third party claims or proceedings brought against the IGIMS – Patna as a result, direct or indirect, of any prejudicial business practice of the Lessee or any misrepresentation of its relationship with the IGIMS - Patna. This indemnity shall be without prejudice to any other rights and remedies, which the IGIMS - Patna may have under the law.

**V Registration and Permissions**

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



**w. Limitation of Liability**

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

**X Miscellaneous and General Terms for Rendering of Services in Operating Cafeteria**

- Building to be constructed by the successful bidder by their own arrangement and expenditure should be G + 2. However, the design of the building and foundation works should be done for G + 3 floors.
- Each floor should be demarcated for use by patient attendant / students / staffs / faculty members, Engineers & officers etc.
- Each flooring should be made by vitrified or granite. All the doors and windows should be made of aluminium
- Successful bidder should provide proper air-conditioning in each floor and also make provisions for fire fighting equipments.
- Use of electricity will be allowed by the Institute authorities for which the successful bidder will pay consumption charges directly to the energy supplier (Patna Electrical Supply Undertaking) as per prevailing rules of the energy supplier. Necessary NOC from the competent authority of the Institute will be provided to the successful bidder for the procurement of separate electric meter for which the applicable security deposit and installation charges will be borne by the successful bidder.
- The Lessee shall be responsible for procuring and arranging all consumables for its use in relation to operation of the Cafeteria.
- Food prepared by the Lessee shall be made under good hygienic conditions, and the standard of hygiene shall be strictly maintained. This will be inspected and ascertained by a Committee, appointed by IGIMS - Patna, whose directions will be binding on the Lessee. The foods shall be fresh, wholesome and of good quality. Lessee shall abide by all applicable laws relating to sale of food, hygiene, and safety etc.
- The Lessee shall be fully responsible for the cleanliness of the Cafeteria premises, which must be free of insects, mosquitoes, flies, dust and dirt. The appropriate authority shall inspect the Cafeteria premises periodically, and IGIMS shall have the right to terminate the License Agreement if the premises are found to be in unsanitary condition.
- The Lessee shall not erect or install any temporary structure, or fixture inside the Cafeteria Premises or outside it, without prior written approval of IGIMS - Patna.
- The Lessee or any of his/her salespersons shall not sell/consume any hard drinks (such as any alcohol based drinks, and spirits), or narcotic drugs or other prohibited substances within the premises of IGIMS - Patna.
- The Lessee shall observe duly at all times the provision of Child Labour (Prohibition and Regulation) Act, 1986 and any other enactment made in this regard.
- The Lessee, for the purpose of fulfilling his obligations, may deploy persons as employees, servers, cooks, etc., who are medically fit with no contagious diseases, who will wear prescribed uniform, who shall have good character and be fit for work in a institutional cafeteria where high quality public service is expected.

- While the existing security personnel of IGIMS - Patna shall remain vigil round the clock on campus, the Lessee shall make proper arrangements for the protection of his goods and items from theft/pilferage etc.
- The Lessee shall provide working meal for staff at IGIMS - Patna at a rate to be fixed in advance with the approval of IGIMS - Patna. The rate for these meals will not be enhanced without the prior approval of IGIMS – Patna. A sample menu and price proposed for a simple meal, for an average of 30 persons daily, should be included in the application as specified in Annexure 1.
- The Lessee shall provide meal and refreshments for participants in programmes organized by IGIMS - Patna. Rates for these will be fixed in consultation with IGIMS - Patna.
- Until execution of the Lease Agreement, the Terms and Conditions mentioned in the Tender documents shall constitute a binding contract between the Lessee and IGIMS - Patna.
- The Lessee will not be allowed to use the cafeteria premises for parties or occasions other than those that IGIMS – Patna may organize.

**y. Standard Safety Clauses**

Lessee shall:

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

**z. Standard Health Clauses**

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

**za. Clarifications, Disputes and Settlements**

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

**zb. Jurisdiction**

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

**zc. Force Majeure**

- Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of IGIMS - Patna or Lessee.

- If because of any strike or lockout either in IGIMS - Patna or in the Local area, the Lessee is unable to function or his business is affected, IGIMS – Patna shall not be liable for any loss, which the Lessee may suffer in such an event.

**zc. Notices**


Any notice which is required to be given either by the Lessee or IGIMS - Patna, will be in writing, and will be sent to the address as the recipient may designate by notice at the address provided in the Lease Agreement.

**Zd. Transferability, Assignment and Sub-Contracting**

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

**Ze. Pre-bid Meeting:**

- Date of pre-bid meeting will be uploaded at institute website. All the bidder(s) are requested to visit the institute website ([www.igims.org](http://www.igims.org)) regularly for information.
- Date & Time of Pre-Bid meeting at Board Room, 1<sup>st</sup> Floor, New Administrative Block (Medical College), IGIMS – Patna: 12.10.2018 at 3:30 P.M.
- Prospective bidder will also be required to make a power point presentation on the informed date and time about their approach and design / layout / 3-D pictorial view of the proposed G + 2 Cafeteria. The prospective bidder may come up with suggestion with regard to terms & conditions and other related matters.
- It is an opportunity for the prospective bidder to obtain all the details about the proposed work and also to get the explanation of any ambiguous condition that may be present in the tender document.



**Director  
IGIMS, Patna**

**GENERAL INFORMATION**

1. Name of the Applicant :
2. Address of the Applicant :
  - i. Contact Person
  - ii. Telephone No.
  - iii. Mobile No.
  - iv. Email Address
3. No. of Total Staff :
4. Year from which the Applicant is in the business of Restaurant/Cafeteria/Cetering Operation :
5. Experience :
6. General Experience in Restaurant / Catering Business :
7. Specific experience :
8. Details of Restaurants/ Cafeterias/Catering operated by the Applicant:
9. Details of Similar Contracts/ Arrangements
10. Financial Information ( last three years )
11. Work with Institutions Private or Government (provide documents)
12. Any information/ document appropriate for a cafeteria at the IGIMS including those supporting expertise, experience, or ideas, related to regional Indian cuisines and their contemporary interpretation  
*(Attach separate page/s as and where necessary)*
13. **FSSAI licence proof with number:**

I/We have carefully read and understood the terms and conditions of the License as contained in the Tender Document issued by Indira Gandhi Institute of Medical Sciences, Sheikhpura, Patna(IGIMS) including the following:

- Earnest Money Deposit is liable to be forfeited if on award of License I/we do not accept the award or do not fulfil any of the conditions stipulated in the Tender document, within the prescribed time.
- On account of non-acceptance of award or on account of non-completion of Tender conditions within the prescribed time, I/we shall be debarred by IGIMS from further participation in Tenders under the control of IGIMS for a period of 3 (three) years.
- In case the documents submitted by my/our firm along with the Tender are found inadequate/false/incorrect, the Tender of my/our firm will be liable to be rejected without assigning any reason. In addition, IGIMS reserves its right to forfeit the Earnest Money Deposit of my/our firm and debar my/our firm from participation in any further Tender of IGIMS.

- IGIMS reserves itself the right to reject the conditional offer without assigning any reason thereto.
- IGIMS does not bind itself to accept the highest/lowest or any Tender and reserves to itself the right of accepting the whole or any part of the Tender and the Applicant shall be bound to provide the service at the rate quoted.

Signature:

Name of Authorised signatory

Date :

Place with Office Seal :

Witnessed by –

1. .

2.

**CERTIFICATE**

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

Signature

Name of Authorized Signatory

Date

Place

Office seal

**SAMPLE ITEM LIST**  
**BIDDERS ARE REUIRED TO FURNISH THE RATE OF EACH ITEM**  
**WITH QUANTITY IN gm OR ml**  
**Bidders can add more items other than those mentioned below**

Sample menu with quoted price should be in the following order – (The quoted menu must include the list given below)

- A. Snacks
- B. Beverages
- C. Soups (Veg & Non-Veg)
- D. North Indian Veg items
- E. North Indian Non-Veg Items
- F. South Indian Items
- G. Chinese Veg & Non-Veg Items
- H. Continental items
- I. Others

Sl. No	Items	Ingredient	Quantity	Rate per Item
1	Plain paratha			
2	Alooparatha			
3	Lacha paratha			
4	Onion paratha			
5	Veg paratha			
6	Paneerparatha			
7	Chicken paratha			
8	Chicken moglai paratha			
9	Egg moglaiparatha			
10	Plain Roti			
11	Butter Roti			

12	Chicken Roll			
13	Paneer Roll			
14	Egg Roll			
15	Veg Roll			
16	Cheese pakora			
17	Onion pakora			
18	Veg pakora			
19	Chola batora			
20	Veg cutlette			
21	Finger chips			
22	Veg chop			
23	Veg chow			
24	Chicken chow			
25	Egg chow			
26	Paneer chow			
27	Chicken soup			
28	Mutton soup			
29	Veg soup			
30	Mushroom soup			
31	Hot & sour chicken soup			
32	Hot & sour veg soup			
33	Sweet corn soup			
34	Baby corn soup			



35	Tomato soup			
36	Chicken biriyani			
37	Chicken pulao			
38	Mutton biriyani			
39	Egg biriyani			
40	Paneer biriyani			
41	Veg biriyani			
42	Veg pulao			
43	Plain rice			
44	Onion zeera rice			
45	Zeera rice			
46	Chicken fried rice			
47	Veg fried rice			
48	Paneer fried rice			
49	Egg fried rice			
50	Fish fried rice			
51	Mixed fried rice			
52	Chicken curry			
53	Chicken masala			
54	Chicken butter masala			
55	Chicken dry fry			
56	Carai chicken			
57	Chilli chicken			

58	Chicken hundy			
59	Garlic chicken			
60	Chicken monchurian			
61	Mutton masala			
62	Egg curry			
63	Egg masala			
64	Egg bhujji			
65	Egg omlet			
66	Paneer curry			
67	Paneer masala			
68	Palak paneer			
69	Paneer butter masala			
70	Aloo matar paneer			
71	Matar paneer			
72	Aloo paneer			
73	Chilli paneer			
74	Paneer tikka masala			
75	Veg manchurian			
76	Aloo matar			
77	Aloo zeera			
78	Aloo gobi			
79	Veg jaipuri			

80	Mixed veg curry			
81	Daal fry			
82	Bhindi fry			
83	Daal butter fry			
84	Daal plain			
85	Daal tarka			
86	Daal makhana			
87	Mutton dry fry			
88	Mutton chilli			
89	Mutton curry			
90	Mutton liver fry			
91	Fish fry			
92	Fish curry			
93	Fish masala			
94	Egg pakoda			
95	Paneer pakoda			
96	Chicken lalipop			

**Performance Bank Guarantee**

Indira Gandhi Institute of Medical Sciences  
Shiekhpora, Patna

Dear Sir,

PERFORMANCE OF BANK GUARANTEE FOR OPERATING CAFETERIA AT INDIRA GANDHI  
INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA, PATNA-800014

WHEREAS

Mr / M/s. **[name of the Applicant]**, [a company registered under the Companies Act, 1956/ a partnership registered under the Indian Partnership Act, 1932/ an individual proprietor], and having its office at **[address of the Applicant]**, (hereinafter referred to as “**Our Client**”), has agreed to enter into a contract dated . . . . . (hereinafter referred to as the “Contract”) with you (Indira Gandhi Institute of Medical Sciences, Patna ) for operating a cafeteria for a period as detailed in the Contract.

We are aware of the fact that as per the terms of the Contract, Mr / M/s. **[Name of the Applicant]** is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of INR . . . . . (in words and figures) towards due performance of the Contract by our Client.

In consideration of the fact that Our Client is our valued customer and the fact that s/he/it has entered into the said Contract with you, we, **[name and address of the bank]**, have agreed to issue this Performance Bank Guarantee.

Therefore, we **[name and address of the bank]** hereby unconditionally and irrevocably guarantee you as under:

- In the event Our Client commits any breach/default of its covenants under the Contract, and which has not been rectified by Our Client within \* • + days of a notice of breach delivered to him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR . . . . . (In words and figures) without any demur.
- Notwithstanding anything to the contrary, as contained in the Contract, we agree that your decision as to whether Our Client has made such default/s breach/es as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the Contract, will be binding on us, and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

Subject to the terms of the Contract, this Bank Guarantee shall continue and hold good till . . . . . (date).

This Performance Bank Guarantee shall be valid only up to the tenure of the contract (plus 3 months for the Total services in the contract); and we are liable to pay the guarantee amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before . . . . . (date)

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imports.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the Bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This Guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts at Patna, Bihar for the purpose of any suit or action or other proceedings arising out of this Guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated.....this .....day .....  
2018.Yours faithfully,

(Signature)

For and on behalf of the ..... Bank.

Designation Address of the Bank)

Note:

This guarantee will attract Stamp Duty as a security bond.  
A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the Bank should be annexed to this Guarantee for verification and retention thereof as documentary evidence in the matter.

**TECHNICAL BID**

(In a separate sealed Cover – I superscribed – “Technical Bid”)

Having read and accepted all terms and conditions stipulated in tender document, we submit the details for OPERATING CAFETERIA INCLUDING CONSTRUCTION OF G + 2 BUILDING ON BUILT AND OPERATE AT INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES – PATNA:

1.	Name and address of the Registered Office of the Agency / Firm / Company.	
2.	Name of the Owner (S) / Partners / Directors in case of Company.	
	Telephone No.:	
	Mobile:	
	E-Mail:	
	Website (if any):	
3.	List of Organisations / Institutions / Office where services of cafeteria is provided:	
4.	Experience with respective construction of Building, if any.	
5.	Whether Agency / Firm / Company is registered: (Attach copy of the certificate of registration.)	
6.	GST Registration No.	
7.	PAN (Attach copy)	
8.	TIN (Attach copy)	
9.	Certificate of Financial Status from a nationalised bank:	
10.	Copies of Financial Statements (Balance Sheet including Profit & Loss Account, all related notes and income statements) for the last financial years:	
11.	Food License under Food Safety and Standard Act, 2006.	
12.	Details of similar works, if any, done / executed or under process (Attach copy of the same)	

Date:

Place:

(Signature &amp; Seal of the Bidder)

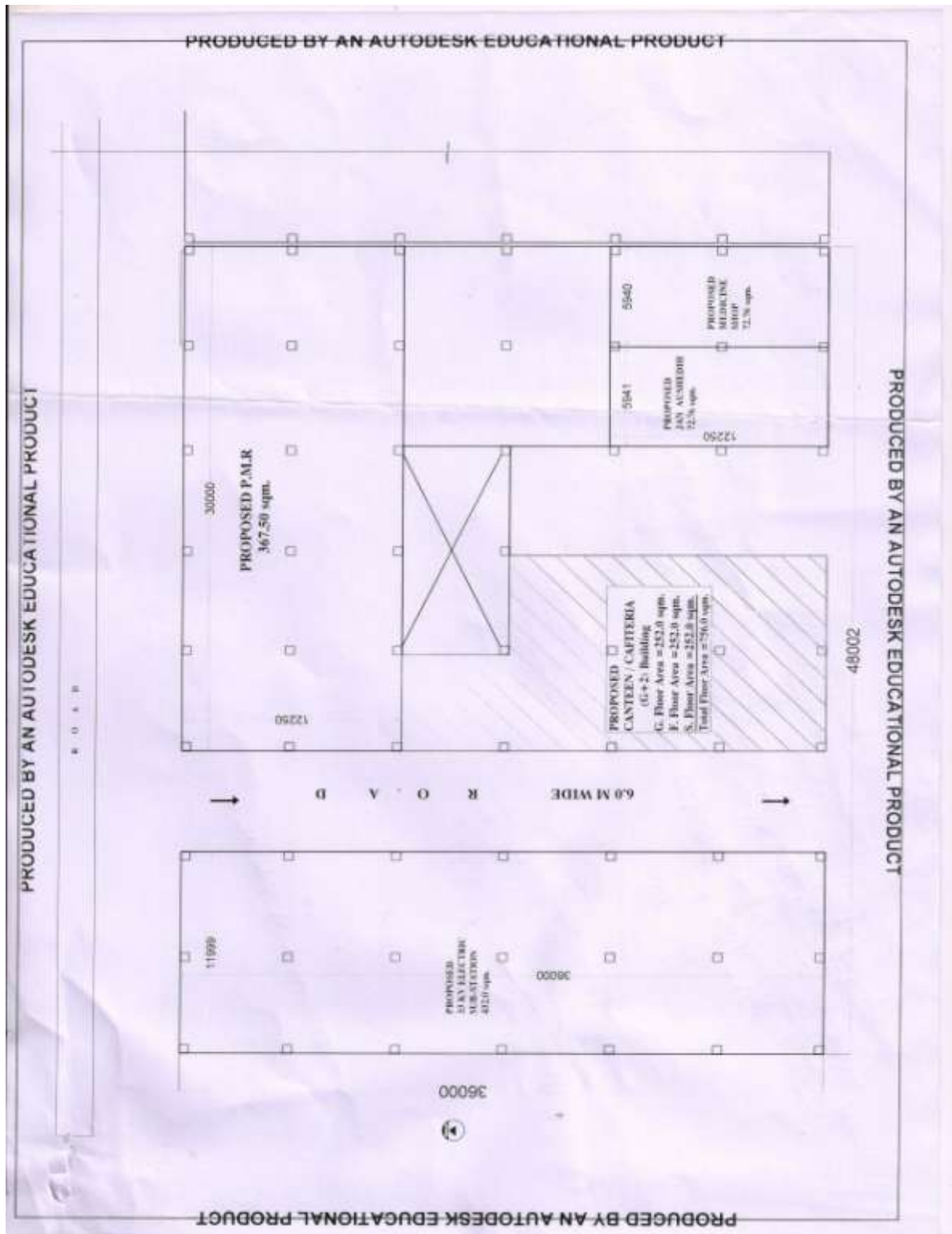
**FINANCIAL BID**

(In a separate sealed Cover – Ii superscribed – “Financial Bid”)

**Sub.: OPERATING CAFETERIA INCLUDING CONSTRUCTION OF G + 2 BUILDING ON BUILT AND OPERATE AT INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES – PATNA:**

Sl. No.	Work Description	Amount of Rent offered on per month basis with 05 % (Five percent) escalation per year.
1.	<p><b>TENDER FOR OPERATING CAFETERIA INCLUDING CONSTRUCTION OF G + 2 BUILDING ON BUILT AND OPERATE AT INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES – PATNA.</b></p> <p><b>Building: G + 2 (Map Attached.)</b>  <b>Ground Floor Area: 252:00 Sqm.</b>  <b>First Floor Area: 252: 00 Sqm.</b>  <b>Second Floor Area: 252: 00 Sqm.</b></p> <hr/> <p><b>Total Floor Area: 756: 00 Sqm.</b></p> <p><b>Location:</b> In IGIMS – Patna Campus near Dhanvantri Hostel and adjacent to proposed Jan Aushedhi and Medicine Shop. Behind New Medical College Central Library.</p>	<p><b>Rs.: _____ / per Month</b></p> <p><b>In Words: _____</b></p> <p><b>Escalation: 5% (Five Percent) per year.</b></p>
<p><b>Remarks:</b></p> <p><b>In case, quoted / offered monthly rate of two or more bidder(s) are the same, lowest bidder will be decided based on the number of similar works executed by the bidder. Preference will be given to those bidders, who have experience of running the cafeteria including construction of building on built and operate basis.</b></p>		

**Proposed Map for Detailed Tender document for running a Cafeteria at Indira Gandhi Institute of Medical Sciences Campus**



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