

## Food Chart for Canteen

### Breakfast & Snacks

Ghugni and Muri & cake

Butter Toast / Egg Toast

Luchi (4 pcs) with Sabji

Porata (2 pcs) with Sabji

Samosa (Singara)

Maggi (Plain/Veg)

### Vegetable Chop / Cutlet:

### Lunch & Main Meals

Veg Thali: (Includes Rice, Dal, Seasonal Sabji, Bhaja, and Chutney)

Egg Thali

Fish Thali

Chicken Thali

Fried Rice & Chilli Chicken

### Beverages

Tea (100ml)

Coffee (100ml)

### Cold Drinks / Lassi:

### Sweets

Rosogolla

Curd (Sweet/Sour)



Edit with WPS Office

**Stamp paper Rs.100/-**

**IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Agreement shall be in force from **1<sup>st</sup> FEBRURARY 2026 to 31<sup>st</sup> JANUARY 2027**, provided that the Director shall be entitled to terminate this agreement at any time by one month's Notice without assigning any reason whatsoever.
2. Canteen shall be meant for serving refreshments, snacks, tea, meals etc. and such other items and at such prices listed in the annexure.
3. The services of the staff canteen will be at the disposal of the staff and students of this Institute including Doctors, other Officers and bona fide visitors to Hospital.
4. The users of the canteen shall be paying for the services directly to the Contractor.
5. The tenderer shall bear all the expenses for running the canteen and the COLLEGE AUTHORITY shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen while discharging their duty.
6. The center shall not pay any compensation in respect of any injury or death caused to the workers of the tenderer. It will be the sole responsibility of the tenderer under the applicable law/ rules.
7. The center shall not responsible for any loss, breakages or theft of tenderer's material for which he has to make his own arrangement for storage.
8. The tenderer shall be liable to pay compensation for any loss and damage caused to the property of the COLLEGE AUTHORITY or its patients by the tenderer or by his workers.
9. the event of the tenderer failing to execute the work under contract in whole or in part an alternative arrangement will be made by the COLLEGE AUTHORITY totally at the cost and risk of tenderer besides any suitable fine /penalty.
10. The said Canteen shall not be used for residential purpose. In case, any rest room is required for essential staff to meet functional needs the list of such employees is to be given to the Administrative Officer for approval.
11. All branded items mentioned in the annexure should have batch number, manufacturing and expiry date thereon on each packet.
12. The tenderer shall use only the mentioned branded items and shall not change a brand without the consent of the canteen committee.
13. The tenderer should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
14. The tenderer shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.
15. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.
16. The Institution Campus is a "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.
17. The sale and use of Liquor (alcohol) is also strictly prohibited in canteen area and premises.
18. The tenderer should use AGMARK/F.P.O./FSSAI or such standard quality food articles approved by relevant regulatory authorities. Certificate in this regard should be displayed prominently in the premises.
19. An Officer authorized by Director, COLLEGE AUTHORITY can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs. 1000/- would be charged for every occasion of non-compliance. ESIC MC reserves the right to send the food samples served at the canteen to relevant testing laboratories and take appropriate action on the contractor, if required. Shall provide samples of food to the officer authorized before serving daily.
20. The tenderer will secure and submit to COLLEGE AUTHORITY all applicable Licenses for running the canteen within 21 days of award of work or commencement of work, whichever is earlier.
21. No child labour shall be deployed. The Caterer shall employ only those persons in the Canteen who are found medically fit. Homi Bhabha Cancer Hospital & Research Centre reserves its rights to examine any of the employees for medical fitness. Expenses, if any incurred by the COLLEGE AUTHORITY on medical examination of such employees, shall be borne and paid by the Caterer.

22. The Caterer shall keep the Canteen open at such timings as fixed by the COLLEGE AUTHORITY from time to time:

- The rates to be charged by the Caterer for sale of articles of food, beverages, if any and cold drinks in the Canteen shall not exceed those set out in the Schedule hereto and the said Schedule shall be displayed at a conspicuous place in the said Canteen. The Contractor shall finalize the menu for lunch etc. in consultation with the COLLEGE AUTHORITY.
- The articles of food, beverages and cold drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind and obtained from sources approved by the COLLEGE AUTHORITY. The quality of provisions used for the preparation of food items shall be approved by the COLLEGE AUTHORITY. The Contractor **SHALL USE** Govt. Whole milk for preparation of Tea, Coffee and Special Milk preparations.

23. **COLLEGE AUTHORITY SHALL HAVE THE RIGHT:**

- To stop the sale of or to destroy any article of food or drinks sold or exposed for sale in the Canteen.
- To stop the service rendered by the Contractor in the Canteen which is not of the requisite standard or found to be unsatisfactory on the grounds of providing poor quality food, unhygienic atmosphere management can terminate the contract by giving one month's notice.
- COLLEGE AUTHORITY shall demand and be supplied with a sample of any article of food or drinks sold or intended for sale free of cost for inspection and analysis.
- If any inspection or in the analysis, it is proved to the satisfaction of COLLEGE AUTHORITY, whose decision shall be final, the articles of service rendered by the Caterer is not of the requisite standard, the caterer shall be liable to pay to the COLLEGE AUTHORITY a sum not exceeding Rs.1000/- as may be determined by COLLEGE AUTHORITY, as liquidated damages each time.
- Caterer shall provide food bed side for inpatients. The food should be transported in sealed vessels as per guidelines of authorized officer.
- Non plastic food grade items should be used for serving
- Caterer shall comply with request of management to service food in any other location within the campus other than designated dining area.

24. The Contractor shall not bring or cook or permit drinking or cooking in the Canteen of beef or bacon, or permit the skinning of animal within the Canteen. Under any circumstances, the Contractor shall not bring and serve outside cooked food like Chapatis, Puris within the Canteen.

25. The Contractor shall abide also by the rules and regulations of rationing authorities, municipal Bye-laws, rules and regulations and also by the laws of the state in force from time to time relating to sale of articles of food.

26. Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer.

27. Only LPG will be used for cooking. No. coal or wood shall be used as fuel for cooking of food, heating of food etc.

28. Initially, one gross of drinking water glass tumblers will be supplied to the Contractor on accountable basis. Thereafter, it will be the responsibility of the Caterer to make available not less than the same quantity of glass tumblers at all times in the dining hall at his own cost for drinking water services.

29. The Contractor should not use plastic cups to serve any Cold Drinks, Beverages, & Food Stuffs etc. Also no plastic bags will be allowed inside premises.

30. The dealings of the Contractor and his employees with the customers shall be polite. The Contractor shall while the agreement is in force, keep a complaint book in a conspicuous place in the said Canteen in which the complaints may be recorded and which shall be opened for inspection by the COLLEGE AUTHORITY, for the purpose.

31. The COLLEGE AUTHORITY shall appoint a Canteen Supervisor for the purpose of supervising the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The Canteen Supervisor shall have access at all times to the kitchen of the Canteen, or to any part of the Canteen, for inspection.

32. The Caterer shall allow the official of the COLLEGE AUTHORITY to enter the Canteen in order to inspect and execute:

- Any Structural additions and alterations or repairs to the said Canteen premises.
- Repairs to electric, water and sanitary installations which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.

33. The COLLEGE AUTHORITY shall not be held responsible for any loss or damage due to any reasons whatsoever to any goods, stores or articles, whether intended for sale or not, that may be kept in the said Canteen by the Caterer.

34. The Contractor shall not permit or exhibit in the said building, printed or written Notices or Advertisements of any kind whatsoever without the previous written permission of COLLEGE AUTHORITY management, except concerning the Canteen's own business.

35. The Contractor shall comply with any other instructions which may be issued from time to time by the COLLEGE AUTHORITY.

36. All disputes relating to this tender can be legally resolved through courts in Visakhapatnam only.

37. Contractor shall be provided electricity, water, electrical fixtures, fans, refrigerators, water coolers and canteen space premises and other such items as may be considered necessary (hereinafter called "the said items of equipment") for running and maintaining the Canteen.
38. The said items of equipment's shall remain the property of HBCH&RC. During the period, the said items of equipment's are entrusted to him, the Caterer shall use them with due attention and care. The maintenance of the said items of equipment shall be the responsibility of HBCH&RC.
39. If any of the said items of equipment is found to be damaged on account or on the part of the Contractor or any of his employees, the Contractor shall be required to pay the charge for repairing and/or replacing the same as the case may be. The replacement shall be made by the Contractor by a new item of equipment of the same quality, size and make.
40. If any dispute arises as to whether any of the said items of Equipment has been damaged on account of improper care and or on account of negligence on the part of the Caterer or his employees or if any dispute arises as to whether the replacement of the said item of equipment or crockery or cutlery is not of the same make, quality and size, the decision of the COLLEGE AUTHORITY in the matter shall be final and binding on the Caterer.
41. The Caterer shall replace at his own cost the equipment referred if any of them is lost, or misplaced or damaged beyond repairs is caused to it on account of lack of proper care or on account of negligence on the part of the Caterer or any of his employees.
42. That no subsidy will be given over the quoted rates. However, no charges will be levied on Electrical Fixtures, Fans, Refrigerators, Water Coolers, Aeration of Kitchen/Canteen/Store and Canteen Space premises. No electricity will be permitted for cooking. However, Electricity & Water supplied by COLLEGE AUTHORITY to Contractor shall be metered.

**43. Arbitration**

If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, COLLEGE AUTHORITY and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of HBCH&RC. In case such person is not acceptable to the Contractor/Vendor, Director, COLLEGE AUTHORITY shall be the final and sole arbitrator and award given by him shall be final and binding on the parties.

**44. Governing Law:**

The Law in force in India, from time to time shall only have application, and the courts in Visakhapatnam shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.

45. The tenderer will have to enter into a Contract as per the specimen copy of the Agreement/Contract attached herewith.
46. The charges quoted therein must be valid up to 30<sup>th</sup> September, 2022. Under no circumstances will the charges be revised, upwards after opening of the tender and during the currency of the contract.
47. The contractor shall deposit a sum of **Rs. 50,000/- (Rupees Twenty five thousand only)** as Security deposit towards performance guarantee. This deposit amount shall not carry any interest, but the contractor is free to deposit Security in the form of a Bank Guarantee valid up to 31/01/2027. The vendor will also have enter into a formal agreement and submit indemnity bond in addition to the S.D. paid.
48. The Contractor will have to enter into an Agreement/ Contract as per the specimen copy of the agreement/contract attached herewith.
49. The prices quoted therein must be valid for ONE year, i.e. up to 31/01/2027.
50. Will be kept on probation for a period of six months from the date of commencement of contract.
51. An Indemnity Bond indemnifying Homi Bhabha Cancer Hospital in respect of any statutory and legal liabilities as a result of your being awarded a contract must be enclosed with the tender in the format enclosed.
52. Shall run the canteen for the benefit and use of the employees, students, visitors & patients.
53. It is mandatory to display both menu & price list daily in Hospital Canteen area visible to all the above mentioned service taker.
54. The said Canteen is the absolute property of the RAJA NARENDRALAL KHAN WOMEN'S COLLEGE(AUTONOMOUS) who hereby grants to the Caterer permission to use it for running and maintaining a Canteen on payment, a nominal monthly rent **Rs.10,000/-** plus Electricity Bill per premises for the space provided by COLLEGE AUTHORITY, for running the canteen.
55. Will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
56. The personnel appointed by the Contractor must have proper and clean uniform for their identification. The personnel appointed should have the basic knowledge of personal hygiene and safe and clean method of food handling; they should be of good character and decent behavior. They should be provided with appropriate ID Cards by the contractor.
57. The caterer shall get medical fitness done for each of his employee at the time of commencement of work and there after every six months/ or in between any new staff joins, no staff shall be allowed to work without medical fitness. The first bill and every six monthly bill shall be processed for payment, only when the caterer shall submit a medical fitness of each of his/her employee.

58. The quality of the raw materials to be used for preparation of food in the staff canteen should be of highest standard and fresh.
59. The Contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food.
60. The Contractor should keep the staff canteen complex clean and free of any insects, cockroaches, etc., at any given time. If, at any point the Canteen & its premises are found to be unclean, the Contractor shall be held responsible and action deemed fit shall be taken by the Director, COLLEGE AUTHORITY including levies of appropriate penalties.
61. Shall not be entitled to use the accommodation allotted by the COLLEGE AUTHORITY for any other purpose or business other than running the canteen.
62. Will be required to deploy the manpower and start the work within seven days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the COLLEGE AUTHORITY at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.
63. Should all the time be available at work site during the course of his work.
64. Shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the workers when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The COLLEGE AUTHORITY will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
65. Will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
66. Shall be incumbent on the successful vendor to pay stamp duty on the contract.
67. Will be required to post skilled manpower as may be needed to supervise and guide the workers-skilled, semi-skilled as well as unskilled/ trained for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
68. The employee engaged by the contractor shall not use HBCH&RC's name for any publicity purpose through any public media like Press, Radio, Television or Internet, without the prior approval of Director, HBCH&RC.
69. Shall take an insurance policy for an appropriate value for insurance against damage/loss due to fire accident in the canteen.
70. The contractor shall be responsible for removal/disposal of garbage generated in the canteen.
71. Contractor shall carry out the work in close co-ordination with the department. If any dispute arises in this regard the decision of the In-charge of work shall be final and binding on you.
72. A penalty of Rs. 5000/- will be imposed on the Contractor for each day of unauthorized closing of canteen. If canteen remains closed for a week continuously, this agreement is liable to be cancelled and the Contractor shall be required to vacate the premises within 48 hours as per directions of Competent Authorities.
73. The Contractor will vacate the canteen and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the canteen premises on stipulated date or on direction then damage charges for the overstay at the rate of Rs. 10000/- (Rupees Ten thousand) per day will be recovered from the Contractor.
74. Rates charged for every customer should be uniform (finalized one) and the Contractor shall provide the bill to every customer. In case of excess charge found on any occasion, a fine of Rs.1000/- will be charged for every excess charge.

**75. The Contractor shall not sublet, transfer or assign the contract to any other party.**

**76. The Contractor will have to comply with the following Statutory Norms:**

- The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
- The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- The contractor shall be wholly responsible for the payment of minimum wages to his workers. As and when the minimum wage rate is changed by the Central Government, the contractor shall have to pay the revised rate to his workers as on that date.
- The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act, 1952.
- The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a signed copy of the deposit challan to the institute within one week of depositing the same to the respective authorities. The service

provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.

- The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
- The contractor shall, within 14 days from the date of issue of work order will apply to the Assistant Labor Commissioner for Labor License for the maximum number of workers he intent to engage on work. A copy of the application has to be furnished to the Engineer in Charge of the work.
- All the liabilities arising out of any provision of Labour Acts in force and enacted/ amendment from time to time during the execution of contract shall be contractor's responsibility. Any expenditure incurred by COLLEGE AUTHORITY to face the situation arising out of the negligence on the part of the contractors or on the part of their laborers shall be to the contractor's accounts and recovered from the contractor's dues.

**PRINCIPAL  
RAJA NARENDRALAL KHAN WOMEN'S COLLEGE (AUTONOMOUS)**

WITNESS:-

1.\_\_\_\_\_

2.\_\_\_\_\_

**CANTEEN CONTRACTOR**

1.\_\_\_\_\_

2.\_\_\_\_\_