

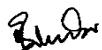
### **TERMS AND CONDITIONS FOR RUNNING RIMS, CANTEEN**

The Contract for running of staff/student/visitors Canteen at the Regional Institute of Medical Sciences, Imphal will be governed by the following terms & conditions:-

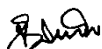
1. Earnest money Deposit- Tenderer must deposit the earnest Money of Rs 10,000/- in the form of Demand Draft/ Bankers cheque of Nationalized/ Scheduled Bank payable at Imphal in favour of the Director, Regional Institute of Medical Sciences, Imphal.

Earnest Money Deposit of unsuccessful applicants will be returned without interest after the finalisation of the tender.

2. Experience:- Having Minimum 3 years experience of providing canteen services.
3. That, the licensee shall serve and supply tea, coffee and other items as mentioned in the Annexure (or any other articles which may be subsequently added at mutually agreed rates as specified/ approved by the canteen Committee of Regional Institute of Medical Sciences, Imphal.
4. Rs. 100,000/- shall be deposited before commencement of contract by successful bidder as security by way of Demand Draft/Pay order in favour of Regional Institute of Medical Sciences, Imphal, payable at Imphal and it will be refunded after making necessary adjustments, if any, on the expiry of the contract within 60 days after the completion of contract. No interest shall be payable to the contractors/licensee by RIMS on the Security Deposit.
5. That the licensee shall be responsible for compliance under various statutory enactments i.e. labour laws, wages Act, Sales Tax etc. as applicable from time to time.
6. That the furniture i.e. chairs and tables shall be provided by Regional Institute of Medical Sciences, Imphal free of charge to the licensee. Water is to be managed by the licensee. However the charge of Electric power consumed for lighting, running coffee machine, hot case, mixer, heater or other such electrical equipments has to be paid by the licensee. For this purpose, a sub electrical meter shall be installed in the canteen.
7. That the licensee shall bear all the expenses for running the said canteen and that the Regional Institute of Medical Sciences, Imphal shall not in any manner be liable or reimbursed the expenses so incurred.
8. That the licensee shall himself provide crockery and cutlery of standard quality for use in the canteen.
9. That the licensee shall charge for the various items of refreshment, snacks etc. at the rates quoted by them in the annexure and as approved by the Regional Institute of Medical Sciences.
10. That the licensee shall run the canteen only for the benefit and use of the employees, patients, attendants and bonafide visitors of Regional Institute of Medical Sciences, Imphal exclusively in the aforesaid premises.
11. That the licensee shall not use the accommodation provided by the Regional Institute of Medical Sciences, Imphal for any purpose of business other than running the canteen.
12. That the licensee shall not use the name of the Regional Institute of Medical Sciences, Imphal in business dealing with other person/trader with whom he may have business relation for providing various items of the canteen.
13. That the licensee shall engage the requisite number of employee required for catering services. Engagement of children less than 14 years shall not be permissible. The employee of the canteen shall all the time maintain high order at sanitation & wear smart & clean uniforms and free from infectious diseases. The food handler will be fully protected with TAB and other vaccinations as per requirement at the sole cost and responsibility of the contractor.



14. That the licensee shall use standard raw material i.e. confirming to Agmark, F.P.O. etc, as applicable for preparation of eatables as mentioned in the Annexure. Such material shall be open to inspection by the Canteen Sub-Committee.
15. That RIMS Administration shall not be responsible for any dues of such parties and for any labour or other charges whatsoever as may be incurred by the licensee in running and maintaining the Canteen.
16. That the contractor will execute an indemnity Bond on the non-judicial stamp paper worth Rs.100/- for signing the contract agreement and the expenses will be borne by him.
17. That the licensee shall run the canteen on leave and license basis. In the event of services found unsatisfactory by the RIMS Administration, the license shall terminate by giving 30 days notice and the same shall be final.
18. That the licensee, too, can terminate the license, if he so desired, by giving 30 days notice.
19. That the licensee shall display the approved rate list of eatables at the prominent visible place and shall charge only such rates as approved and displayed. In any instance of overcharging a penalty of Rs.500/- shall be levied by the Director, RIMS on each occasions.
20. That the enmarked space in the Staff Canteen will be reserved for the exclusive use of staff and a separate space be provided for the patients, attendants and other visitors to the Hospital.
21. This will be a contract for services for all practical purposes Disputes, if any, shall be adjudicated by appointing of Arbitrator by the Director, Regional Institute of Medical Sciences, Imphal.
22. The rights obtained under the licensee cannot be assigned to any other person/body by subletting or any other means by the contractor.
23. The Contractor shall maintain hygienic conditions in the kitchen and dinning hall. Sufficient number of dustbins shall be placed in canteen area by the contractor.
24. If unhygienic conditions are observed in the kitchen premises or dinning hall, a penalty of Rs.500/- can be imposed by the Director, RIMS on each occasions.
25. The period of contract is for 2 (two) years only which may be extended by the Canteen Sub-Committee, RIMS by mutual consent of both parties on the existing terms & conditions upto a maximum period of 5 years. Normally, re-tendering process will be initiated before the completion of the contract period.
26. Any officer authorized by the Director, RIMS will make supervisory visit of the Canteen at any time to check the quality of eatable items as well as the cleanliness of Canteen & if quality of eatable items & cleanliness is not found upto the mark, the Director, RIMS has the right to impose a penalty upto 5% of the security money.
27. Violation of clauses will invite termination of the contract.
28. The fuel to be used for cooking will be only LPG and shall be arranged by the contractor at his own cost.
29. The College campus is a "NO SMOKING ZONE", hence sale & use of tobacco in the canteen premises is prohibited. All tobacco related products are summarily banned inside the campus.
30. The sale and use of liquor (alcohol) is also strictly prohibited in canteen area and premises.
31. The Contractor must possess the requisite valid trade license issued by the Competent Authority of the Government for carrying out the business and shall be responsible for complying with all laws pertaining to the services in question as well as those pertaining to employment of persons under him. Suitable documentary evidence in this regard should be submitted along with the Tender documents. Bids not complying to this conditions will be summarily rejected.



32. The persons associated with preparation and distribution of food will be required to undergo periodical medical chekups to rule out the possibilities of communicable disease/ infectious diseases, and if anybody found suffering from such disease has to be kept out of work till he/she is fully recovered.
33. The Contractor will vacate the canteen and handover the possession of the premises on the expiry of the term of the contract or on termination of the contrat. 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.10,000/- (Rupees Ten Thousand) per day will be recovered from the contractor out of the Security Deposit. If Security deposit is insufficient to recover damage charges then the same will be recovered through the Court's of law.
34. Security Deposit of the Contractor will be forfeited in case of breach of any conditions stipulated herein.
35. The successful bidder shall take an insurance policy for an appropriate value for the insurance against damage/loss due to fire accident in the canteen.
36. The contractor shall be responsible for removal/disposal of garbage generated in the canteen
37. Rent fee is Rs. 10,000/- per month excluding electricity charge which will be borne by the licensee separately on the basis of consumption to be read with a sub meter installed. All amount have to be deposited before 7<sup>th</sup> of every month to RIMS administration in advance.
38. The Canteen shall be kept open on all days of the year during the prescribed hours of functioning from 6:30 AM to 8:00 PM.
39. All the above terms & conditions are subject to the jurisdiction of court at Imphal only.

*[Handwritten Signature]*