

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210
www.actrec.gov.in, e-mail- anavkarsa@tmc.gov.in
022-27405000 Ext-5141

NOTICE INVITING E-TENDER

**TENDER FOR THE RUNNING OF RETREAT CAFETERIA AT FACULTY CLUB, ACTREC
CAMPUS ON CONTRACT BASIS FOR ONE YEAR**

1st December, 2020 to 30th November, 2021 (Extendable for two more years on yearly basis
subject to satisfactory performance)



SR. NO.	PARTICULAR	AMOUNT
01	Tender processing fees payable to M/s. ITI Ltd. by online mode through Debit/Credit Card/Net banking	As per the guidelines on the website plus Goods and Services Tax
02	EMD by Demand Draft to be drawn in favour of Director ACTREC or TMC ACTREC	60,000/-

Notes:-

1. Tender Notification and Documents are available on website:- www.tenderwizard.com/DAE
2. Interested agencies /firms may visit this website for registration
3. Contact for assistance /clarification at Help Desk contact of ITI Ltd.@9969395522 email ID twhelpdesk231@gmail.com(Shri Rudresh K. Shabadi)
4. Pre-bid meeting for above work will be held on 10/09/2020 at 15:30 hrs. in Room no. 334 (Meeting Room), 3rd Floor, Paymaster Shodhika, ACTREC, Sec-22, Kharghar, Navi Mumbai-410210.
5. Date of availability of tender Documents for view and download 01/09/2020
6. Last date & time of closing online submission of tenders 21/09/2020 up to 17:30 hrs.
7. Date and time of online Technical Bid Opening 22/09/2020 at 15.30 hrs.

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

Ref:- No. TMC/ACTREC/Admin./Cafeteria/3573/2020

01st September, 2020

Sub :-Tender for the running Cafeteria Services at Retreat, Faculty club, ACTREC for the period of one year from 1st December, 2020 to 30th November, 2021 (Extendable for two more years subject to satisfactory performance)

Sealed Tenders /offers are invited from bidders for quoting of rates for cafeteria services

Contact person :- Mr. S. A. Anavkar, Asst. Administrative Officer (EM)Tender document can be downloaded from Website- www.tenderwizard.com from 01st September, 2020.

Critical date sheet:

Published Date	01 st September, 2020
Bid Document download/sale start date	01 st September, 2020 from 17:30 hrs.
Pre-bid Meeting	10 th September, 2020 at 15:30 hrs.
Bid Online Submission Last Date & Time	21 st September, 2020 up to 17.30 hrs.
Last Date & Time of Submission of Hard Copy of Tender Documents.	22 nd September, 2020 up to 13.00 hrs.
Technical Bid Opening Date	22 nd September, 2020 up to 15.30 hrs.
Hard copy of Tender Document Submission Place and End Date & Time	Room no. 318 office of Administration 3rd Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai-410210

(S. A. Anavkar)

Asst. Admin. Officer (EM)

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

TENDER DOCUMENTS

1. Notice for invitation of E-Tender
2. Tender acceptance undertaking (to be filled by Tenderer)
3. Instructions to the Tenderer
4. Technical Bid : Tender Application Form
5. General & Special Terms and Conditions
6. Part – I : Technical Bid (to be filled and signed by the Tenderer)
7. Part – II : Financial Bid : Schedule of Rates (to be filled in by Tenderer)
8. All pages with seal and signature (to be filled in by Tenderer)
9. Solvency certificate to be issued by the Bankers.
10. Agreement to be executed by the tenderer
11. Declaration by the bidder.
12. Indemnity Bond

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Sector-22, Kharghar, Navi Mumbai-410210

Ref:- No. TMC/ACTREC/Admin./Cafeteria/3573/2020

01st September, 2020

NOTICE FOR INVITATION OF E- TENDER

Sealed Quotations in two bid system – Technical (part –I) and Financial –(part-II) are invited from competent authorized agencies duly registered with Income Tax (PAN), Goods and Service Tax for Cafeteria service at retreat , faculty club, at ACTREC, Kharghar, Navi Mumbai-410210.

Sr. No.	Name of services/work	EMD (Rs.)	Estimated Cost (Rs.)
1.	To run the Cafeteria Services at retreat, Faculty Club, ACTREC - Sector-22, Kharghar, Navi Mumbai - 410210 for staff/students/visitors etc	Rs.60,000/- (refundable)	Rs. 24 lacs

- 1 The bidders have to apply through the portal of www.tenderwizard.com/DAE only and requested to read the E-Tender Guidelines carefully. The tender document is also available on ACTREC-TMC web site www.actrec.gov.in for information/view which can be downloaded by the bidders. The bidder shall pay the EMD Rs. 60,000- (Rupees Sixty Thousand Only) through demand draft in favour of Director, ACTREC or TMC-ACTREC at the time of submission of tender to the Institute along with hard copy of the tender documents technical bids.
- 2 The rates may be quoted in Indian Rupees Excluding GST. The hard copy in closed envelope of complete tender- containing Technical bid along with all the documents must reach the room no.318, Administration 3rd floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai - 410210 on or before 22/09/2020 upto 13.00 hrs. The hard copy of tender documents submitted in sealed envelopes will be opened on the day of technical bid opening 22/09/2020 at 15.30 hrs alongwith online technical bid. Incomplete or tenders submitted after the due date would summarily be rejected. ACTREC reserves the right to cancel any or all tenders without assigning any reason thereof.

Director, ACTREC

TENDER ACCEPTANCE UNDERTAKING

The Director,
Advanced Centre for Treatment, Research & Education in Cancer
Tata Memorial Centre
Kharghar, Navi Mumbai -410210.

Tender Ref No. : TMC/ACTREC/Admin./Cafeteria/3573/2020

01st September, 2020

Name of Services/Work: Cafeteria Services at Retreat, Faculty Club, ACTREC for a period of 01 year from 1st December, 2020 to 30th November, 2021 (Extendable for two more years on yearly basis subject to satisfactory performance. The rates can be revised upto 10% if mutually agreed for 3rd year only if extended).

Sir,

I / We read the conditions from the tender including general / special conditions and hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of 90 (ninety days) days from the date of opening. I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to Tata Memorial Centre, ACTREC, in case I / We could not execute the awarded work. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract and are bound to undertake work within 1 week from the date of issue of letter of Intent/award.

A sum of Rs. 60,000/-- (Rupees Sixty Thousand Only) is forwarded as Earnest Money Deposit in the form of Demand Draft _____ dated _____. The full value of the Earnest Money Deposit shall stand forfeited if –

- i) I / We do not commence the work within the specified time after issue of the letter or do not at all execute the work.

Until formal agreement is executed, this acceptance of tender shall constitute as binding contract on us.

Signature of tenderer with stamp:

Name:

Address:

INFORMATION AND INSTRUCTIONS TO BIDDERS FOR e-TENDERING

PART A: GUIDELINES FOR e-TENDERING:-

1. The intending bidders must read the terms and conditions of the tender documents. He should only submit bids if he considers himself eligible and he is in possession of all documents required.
2. The information and instruction for bidders along with Technical bid, Financial bids etc. posted on website shall form part of the bid document.
3. The documents as uploaded can be viewed and downloaded free of cost by any one including the intending bidder. However for participating tendering process the intending bidder must download the documents after confirmation of tender processing fees from e-tendering portal only, within time and date of down loading, otherwise it will not be possible for them to upload the documents on the e-tendering portal.

Notes:

- i) Downloading the tender documents without confirmation of payment details towards tender processing fees on web site: **www.tenderwizard.com/DAE** shall not be valid.
 - ii) The excel sheets accompanied with technical bid and financial bid shall be filled up uploaded within due date of submission.
 - iii) The PDF document available in website are part of tender document and can't be uploaded on the e-tendering portal in its present form. However the bidders may download the specific forms / data sheets etc. filled up, scanned and upload the same as required.
 - iv) The tender shall be submitted on the website **www.tenderwizard.com** in electronic form only and hard copy needs to be submitted manually to ACTREC. The tender documents submitted manually and E tender process.
 - v) The agency must ensure downloading of excel sheets in which the columns meant for filling up data / rates appears in yellow colour and the movement the data / rates are entered , it turns sky blue. The agencies have to fill and upload the filled up form on the website **www.tenderwizard.com**.
4. It is mandatory for all the applicants to have **digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering.
 5. In order to participate in online e-tendering process, it is mandatory for the applicants to have user **ID & password** to get access to the website **www.tenderwizard.com/DAE**. The applicants have to get registered their firm / company with the service provider, **M/s ITI Limited for user ID & password**. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in website. Validity of online registration is

for one year from date of its issuance and be subsequently renewed. For assistance/clarifications, please contact on mobile 09969395522, e-mail : twhelpdesk231@gmail.com / daehelpdesk@tenderwizard.co.in

6. The applicants, who have already obtained such valid user ID and password from M/s. ITI Limited, for any other project of TMC / DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
7. The services for e-tendering in TMC / DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, B-1/5A, 2ndFloor, Main Nazafgarh Road, Near Janakpuri Metro Station (East) Janakpuri, New Delhi-110058, Fax No: 91-11-25618721 Ph No : 011-49424365, or **Mumbai helpdesk Rudresh KS C/o Shri Rakesh Ranjan, Room No 7, 3rd floor, V.S.Bhavan, Anushakti Nagar, Mumbai 400094, 022-25487363, 09969395522, 09969313460, 09969313423, e-mail : daehelpdesk@etenderwizard.co.in**
8. The excel sheets comprising of technical bid and financial bid and other documents shall be uploaded online in the prescribed format (Excel for Technical & Financial Bids, JPG or PDF for credentials) before the date and time as mentioned in e-tender portal. No other mode of submission is acceptable.
9. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
10. After submission of the bid / document the bidder can re-submit revised bid / document any number of times but before last date and time of submission of bid/document as notified.
11. If the agency found ineligible, after opening of technical bid his tender shall become invalid and processing fees shall not be refunded.
12. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. TMC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
13. Submission of the tender documents after the due date and time (including extended period) shall not be permitted. Time being displayed on e-tendering portal of TMC shall be final and binding on bidders.
14. In case of any problem with the submission of the tender, the tenderers may take the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.
15. The tenderers are advised to submit the hard copies towards processing fees (if not paid online), EMD and other documents etc. well in advance to the Tender Inviting Authority, so that it should reach on or before the due date and time. Delay in receipt of hard copies due to security restriction, postal delay or delay due to any other reasons etc. shall not be accepted and tender shall be rejected forthwith.

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT RESEARCH & EDUCATION IN CANCER –
 Kharghar, Navi Mumbai-410210

TENDER APPLICATION FORM

Tender Ref No. : TMC/ACTREC/Admin./Cafeteria/3573/2020

01st September, 2020

Sr. No.	Details	
1	Name of the services/work	Running of Cafeteria Services at Retreat, Faculty Club, ACTREC
2	Due Date of the submission of the tender	
3	Demand Draft for EMD Amount, Date and drawn at	
4	Name / Title of the Bidder	
5	Full Address	
		E-Mail
		Tel. No & Mobile No.
		Fax
	Legal entity of the bidder whether Firm / Society / Company / Other entity (offer of unregistered contractor shall be liable for rejection)	
	1. Registration No.	Under Shops & EST. Act.
	2. Registration No. Act	Under Society Registration
	3. Registration No.	Under companies Act
	4. Registration No.	Public Trust Act.
	The bidder must have valid registration No. with any one of the above authority under the above Act.	
	FSSAI / FDA License No.	
7	Name & Address of the Bankers of the bidders	

8	Attach a copy of Solvency Certificate duly issued by the Banker to the bidder	
9	PAN No.	
10	Registration No. Goods & Services tax	
11	Central Excise License No. If any	
13	No. of manpower employed by the bidder in its office	a. Supervisory/ Skilled b. Semiskilled c. Unskilled
14	Period of experience of the bidder in dealing with the tendered services. (attach copies of work order / certificates)	a.Existing services along with the names of the organizations b.Past services along with the names of the organizations
16	Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date / Certificate copy	
17	Any other relevant information wish to submit in proof of your competency	

Following shall be the qualifying criteria for Technical Qualification/Suitability

1	Registration No. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India, GST Registration Certificate. Bidder must enclose copy and proof thereof.
2	FSSAI /FDA License No

3	PAN No.
4	GST Registration No.
5	EPFO Registration no.
6	ESIC Registration No.
7	ITR and CA certified Balance sheets of latest 03 years.
8	03 years relevant experience in reputed institutions/ organizations/Industries).
9	Solvency Certificate
10	Contract Labour License (if applicable)

The copies of the above valid documents must be uploaded along with submission of online tenders. Site visit will be conducted for the bidders who are meeting the aforesaid mentioned criteria at their different canteen working sites and they will be assessed further based on the following criteria and the assessment at site will also be the part of Technical Eligibility/qualification.

Criterion for site visit		
Annual Health Check up- <ul style="list-style-type: none"> ➤ CBC ➤ De-worming ➤ Stool Culture ➤ X-ray Chest 	Quality of Staff <ul style="list-style-type: none"> ➤ Uniform and Appearance of staff ➤ Can Read & Write Skilled/ Unskilled 	Hygiene of the Place <ul style="list-style-type: none"> ➤ Hand Washing ➤ Cooking Area ➤ Veg. Cutting Area ➤ Washing in running water ➤ Cleanliness ➤ Pest Control
Govt. Compliances <ul style="list-style-type: none"> ➤ Licenses ➤ FDA/FSSAI no. ➤ EPFO ➤ ESIC ➤ Maintenance of Records 		

I certify that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false or fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible for the same for and behalf of bidder.

Signature

Name of authorized person for bidder with seal

Date:

GENERAL AND SPECIAL TERMS AND CONDITIONS

(Please read the following Instructions carefully and give acceptance for same at the end)

THIS TENDER FORM IS TO BE SIGNED AND STAMPED ON EACH PAGE

1. Online tenders are invited by the Director, ACTREC, Kharghar, Navi Mumbai. 410210 for running Retreat Cafeteria on contract basis at the Tata Memorial Centre, ACTREC, Kharghar, Navi Mumbai. - 410210 for the period from 1st December, 2020 to 30th November, 2021 (Extendable for two more years on yearly basis subject to satisfactory performance. The rates can be revised upto 10% if mutually agreed for 3rd year only if extended).
2. Hard copy of the Tender(alongwith all the duly certified copies of the relevant documents) addressed to **The Director, ACTREC, TATA MEMORIAL CENTRE, Room no. 318 office of Administration 3rd Floor, Paymaster Shodhika Building, Sector-22, Kharghar, Navi Mumbai-410210** submitted in one envelope duly super scribed as **“Tender for the running of Retreat Cafeteria with Tender reference no..... “** on or before due date and time .
3. Bidders must note that online submission of tender is mandatory.
Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Financial offer.
4. The bidder should ensure that the tender documents are complete in all respects and shall be submitted online on www.tenderwizard.com/DAE and a Hard copy of the same tender documents along with all licenses, permission, Certificates, work orders, contracts, Experience/Performance certificates etc. should be sealed in a separate cover containing Technical bid (along with EMD) and sealed in a suitable size cover which should be super scribed with tender number and name of the work / service.
5. For due performance of obligations under the contract, the successful tenderer shall have to deposit 10 % amount of total value of contract/turn over as security deposit by Demand Draft or Bank Guarantee or FDR in favour of Director, ACTREC with the absolute right. Bid security shall be refunded to the successful bidder on receipt of performance security deposit. The security deposit shall be free of interest which will be refunded after the expiry of the contract or its termination, as the case may be after adjustment of all the dues of the Centre or damages of any kind, if any.
6. All Micro-Small & Medium Enterprises Units (MSME) registered with National Small Industries Corporation (NSIC)/KVIC or any other authority designated by Govt will be exempted from paying Earnest Money Deposit (EMD) as applicable under rules of GOI. Proofs must be enclosed. But they need to pay online Tender processing fees through Debit/credit/Net Banking etc.
7. The bidder should be able to submit the solvency certificate of Rs. 9,60,000/- (Rupees Nine Lakhs Sixty Thousand Only) from the Schedule bankers.

8. The tenderer should read the General & Special Terms and Conditions and take note of them and give their acceptance to that effect.
9. Online tender form should be filled and completed in all respects and hard copy must be signed and submitted in the office. Alteration, if any, should be attested by the tenderer with his full signature, otherwise the tender may be treated as invalid tender. The tenderer should duly sign the entire tender documents personally.
10. Failure to fulfill any of the conditions shall render the tender for rejection.
11. The Director, ACTREC does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to accept and perform the same at the rates quoted.
12. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
13. Compliance report on technical bids be clear. If tenderer does not quote or put dash (-) or 'NA' then it will be presumed that quoted price includes those item cost.
14. The Hard copy of Technical Bid will be opened on 22/09/2020 at 03.30 p.m. in front of those tenderers who wish to be present. Time & Date of opening of the part II (Price/Financial Bid) will be intimated only to the tenderers who have qualified after evaluation of the technical Bid part I. The committee may like to visit the different working sites of the bidder to assess their technical suitability, Capacity & capability for the award of the contract before the opening of financial bids.
15. Tenders which are received late will not be taken into consideration.
16. The EMD in the form of Demand Draft in favor of Director, ACTREC or TMC-ACTREC on or before due date (cheques will not be accepted).
17. The name of the proprietor & partner, if any of the contracting firm should be specified in full with their residential addresses & telephone Numbers/ Mobiles numbers. Income Tax return, registration certificate issued under Shops & Establishment Act, & List of Establishment where the Cafeteria/canteen is being run by your establishment must be submitted along with the Tender. The said information is to be furnished in the enclosed Tender application form wherever necessary documentary evidence is to be provided.
18. It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
 - a) Child labour (Prohibition and Regulation) Act-1986
 - b) Employees Compensation Act/ ESIC Act-1948
 - c) Industrial Employment (Standing orders) Act,1946
 - d) Contract Labour Regulation and Abolition Act 1970

- e) Minimum Wages Act-1948/
- f) Payment of wages Act,1936
- g) Employee Provident Fund and Misc Provisions Act-1952
- h) Any other act or legislation which may govern the nature of the contract.

19. No subcontractor will be allowed to enter into contract during currency of the rate contract period. Any tax liabilities will be on contractor's part and the centre will not be responsible in any manner.
20. The caterer shall abide also by the rules and regulations of FSSAI/rationing authorities, Municipal 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.
21. The tenderers are requested to fill the rates in the excel sheet online only against each quantity & quality of item of the scheduled of rates in the financial /price bids. Only one rate should be filled in against each item. The tender will be liable for rejection. In complete filled/unfilled tender may also be liable for rejection.
22. Tenderers are required to sign the terms & conditions of the tender and submit along with the tender. The tender form should be filled and completed in all respects and signed. The Tenderer should quote in figures as well in words wherever necessary. The tenderer should duly sign the entire tender documents personally.
23. In case of Acceptance and award of the contract to the successful bidder. This deposit amount shall not carry any interest. The vendor will also have to enter into a formal agreement. The SD or performance security will be refunded to the contractor, after successful completion of the contract and adjustment of dues, if any.
24. In case of the acceptance of the Tender, the tenderer will have to enter into an agreement / contract as per the specimen copy of the agreement / contract attached herewith.
25. In case of the acceptance of the tender, the prices quoted therein must be valid for two years. & the rates can be revised upto 10% if mutually agreed for 3rd year only if extended).
26. Tenderers must distinctly understand:-
 - (A) That they will strictly be required to confirm the contract as contained in each of its clauses & that the plea of 'CUSTOM PREVAILING' will not on any accounts be admitted as an excuse on their infringement of any of the conditions.
 - (B) That the full Contract/Security Deposit must be paid within the time specified & the Contract must be signed on or before the date fixed & intimated in writing to the successful tender.
 - (C) The contractor will bring his own Kitchen Equipments like mixer, Freeze, Serving Utensils, Equipments/Utensils etc at his own cost and its maintenance will be the sole responsibility of contractor at his own cost.

(D) The contractor shall issue identity cards to his staff, after approving from the Sr. Administrative Officer, for the employees engaged by him and their name plates should be exhibited on the uniform.

27. Contractor shall be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the ACTREC from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or other nature in respect of all workers engaged by the Contractor and any other statutory provisions.

28. Every tender must remain open for the acceptance for 90 days from the date of opening of the Technical bid of the tender.

29. The Tenderer must provide following necessary documentary proof:-

1	Registration No. under Shops and Est. Act, Society Act, Companies Act or Public Trust Act. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSME, Govt. of India, GST Registration Certificate. Bidder must enclose copy and proof thereof.
2	FSSAI /FDA License No
3	PAN No.
4	GST Registration No.
5	EPFO Registration no.
6	ESIC Registration No.
7	ITR and CA certified Balance sheets of latest 03 years.
8	03 years relevant experience in reputed institutions/ organizations/Industries).
9	Solvency Certificate
10	Contract Labour License (if applicable)

30. The tenderer while quoting the rates should bear in mind that the food to be supplied should be of the best quality.

31. The contractor will not sublet the contract. In case it is found that it has been sublet the contract can be terminated.

32. Mineral water, biscuits, packaged juices & other packed foods items etc. will not be charged not more than the MRP and it should have ISI, FPO, Agmark etc with batch number, manufacturer and expiry date on each of them.

33. The basis of evaluation of the tenders of Financial bids would be based on the following parameters for consideration of L1(Lowest one):-

The items quoted in the part –II financial Bid in the schedule for articles and rates to be served at retreat cafeteria against the each of the following items would be averaged out:-

- (i) **Hot Beverage like Tea / Coffee :- 10 %**
Average rate quoted of Tea, coffee & Milk as specified in the tender in terms of Quality & Quantity (Sr. No. 01 & 03)
- (ii) **Breakfast :- 20 %**
(Average rate of the entire individual item specified in the tender in terms of Quality & quantity as indicated in Sr. No. 04 to 22)
- (iii) **Evening Snacks:- 20 %**
(Average rate of the entire Individual item specified in the tender in terms Quality & Quantity for items indicated at Sr.no.23 to 39.)
- (iv) **Lunch/Dinner Thali :- 40 %**
(As indicated in S.no.40 & 41)
- (v) **Other Remaining Items:- 10%**
(As indicated in S.no.42 & 99)

Based on the above the table is given hereunder:-

Sr. No.	Particulars	Percentage
1	Hot Beverages like Tea/ Coffee	10
2	Breakfast	20
3	Evening Snacks	20
4	Lunch/Dinner Thali	40
5	Other Remaining Items	10

- i) License fees @ Rs. 3920/- per month will be paid by the contractor towards usage of area.
- ii) The electricity will be charged from the contractor for the Kitchen and serving areas on actual meter reading basis .
- iii) The water will also be charged @ Rs.14/- per 1000 litres on actual meter reading basis. The charges can be revised as per the rates fixed by the CIDCO.
- iv) The contractor has to pay the above charges within seven days from the receipt of bill.
- v) In case of delay in payment of license fees a fine or penalty will be levied by ACTREC in the following manner :

Amount Range	Penalty Amount Per Day
10000	150
	300
10001-20000	300

	600
20000-30001	450
	900
30001-40000	600
	1200
40001-50000	750
	1500

34. Penalty will be counted from the next day of last and due date of payment
35. The responsibilities for cleaning and maintaining hygienic conditions in the cafeteria/Kitchen will be of contractor. The removal of kitchen waste to the designated area (Biogas plant/CIDCO bin) will be the responsibilities of the contractor. The contractor has to arrange for the cleaning of choked drainage located near by the cafeteria if these drainages are choked due to negligence of the contractor.
36. The Kitchen equipments like Ben Mari, refrigerator, utensils, spoons, plates, glass Gas stove, Gas Cylinders, Mixer etc required to run the cafeteria will be arranged by the contractor at his own cost and their repair and maintenance also by the contractor at his own cost.
37. The Institute will provide the Infrastructure which includes washing areas for utensils etc, storage areas, serving area with furniture's.
38. The Contractor has to get approved the types of utensils like plates, glass, spoons water jugs etc by the institute authorities before deployment.
39. The contractor will serve filtered water to the cafeteria users. The water filter/coolers is already installed near the serving area.
40. The contractor will always serve freshly prepared foods items and left over food has to be disposed off/discarded.
41. The contractor shall ensure that quality raw materials is provided and shall be stored adequately.
42. The contractor shall engage adequate staff to run the cafeteria. Their medical checkup at the time of start of the contract & also every 06 months has to be ensured by the contractor and detail has to be submitted to the ACTREC authorities.
43. It will be the sole responsibility of the contractor to pay the salary to his employees & ACTREC will not be responsible for non-payment of salary in any case.
44. The contractor will provide ID cards to all of their workers for the identification and will be produced by their workers when demanded by ACTREC authorities.

45. The contractor has to make their own arrangements for the stay of their workers outside the campus and for their healthcare also.
46. The cafeteria is also required to cater to the needs of the VIPS/Visitors/Guest staying in the Guest House even on Sundays/Public Holidays on prior intimation.
47. The cafeteria is required to run on all the days without holiday. The serving/eating area can be closed for cleaning purpose for sometime in the day.
48. The Director ACTREC reserves the right to terminate the contract without assigning any reason with one month's notice to the contractor. If contractor's wishes to discontinue the contract he has to give three months notice to ACTREC.
49. Director, ACTREC reserves the right of cancellation, adding, reducing or deferring the tender in partially or total without assigning any reason thereof and claim in this behalf in any shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the Earnest Money Deposit without any payment of interest within reasonable time.
50. The Director, ACTREC-TMC at his sole discretion may reject all or any tender without assigning any reason for the same.
51. Failure to fulfill any of the conditions shall render the tender for rejection.

I/ We have read the terms & conditions & the same are acceptable to me/us.

TENDERER'S SIGNATURE

TENDERER'S NAME & ADDRESS:

NAME: _____

ADDRESS: _____

TEL NO: _____

Date: / /2020

SOLVENCY CERTIFICATE

This is to certify that M/s. _____ is a firm of Proprietorship / Partnership / body corporate (give legal entity) duly registered under the provisions of Act (give the name of Statutory Act) for which we are the authorized bankers and having bank transactions for their business through us and have good reputation.

Based on their financial transactions, we certify that financial position of the above named organization is sound and the solvency to the extent of amount Rs _____ may be admitted.

Signature of Manager
Name of the Bank with seal

Date:

FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE

(To be furnished in Stamp paper as per Stamp Act)

(At present not less than Rs. 100/- stamp paper)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Hospital, hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for the running of Retreat Cafeteria, Faculty Club at **Advanced Centre for Treatment Research & Education In Cancer (ACTREC)** (Tata Memorial Centre), Sector-22, Kharghar, Navi Mumbai-410210, on terms and conditions set out inter alia in the Purchaser's contract/Award no for a contract valued at Rs. (Rupees only) and whereas, clause _____ of the above mentioned contract/Award provides for an indemnity bond to be given to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liability and/or penalty by whatever name it may be called arising out of any demand for or on behalf of the employees of the contractor, or on account of any demand by any statutory authorities. This indemnity shall be in force for a period of five years after the end of the date of the contract period or one year after the end of the date of the contract period or one year after the end of any litigation arising out of this contract whichever is later.

Name the Indemnifier :

Designation :

Name and address of the contractor :

WITNESSES

1.

2.

AGREEMENT

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1 This agreement shall be in force from..... to..... provided that the Director, ACTREC shall be entitled to terminate this agreement at any time by one month's Notice without assigning any reason whatsoever.
- 2(A) The said Retreat -Cafeteria is the absolute property of the TATA MEMORIAL CENTRE HERE INAFTER REFERRED TO AS ACTREC- TMC) who hereby grants to the Caterer permission to use it for running and maintaining.
- (B) The Caterer shall not sublet either in whole or in part or use the said cafeteria otherwise than for the purpose of this Agreement, or shall make or permit to make any structural additions and / or alterations to the same without the previous permission in writing of the Director, ACTREC which expression shall include all or any of the Officers, nominated by her for discharging the functions entrusted to her under this agreement.
- (C) The said retreat cafeteria 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 Sr. Administrative Officer/A.AO(EM) for approval.
- (D) The Caterer shall keep the said Cafeteria scrupulously clean and in a sanitary condition to the satisfaction of the ACTREC-TMC and shall not damage the said Cafeteria or allow to be damaged.
- (E) It shall be the responsibility of the Caterer to employ adequate number of cleaners and sweepers and provide them with adequate and necessary detergents for keeping the Kitchen scrupulously clean.
- 3(A) Caterer has to bring his own refrigerator, water cooler, utensils, thalis, crockery and cutlery and other such items as may be considered necessary (hereinafter called "the said items of equipment") for running and maintaining the Cafeteria. The ACTREC will provide space and furniture like table, chairs etc in dining area 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 Caterer. If any of the said items is found to be damaged on account or on the part of the Caterer or any of his employees, the Caterer 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 Caterer by a new item / equipment of the same quality, size and make.
- (B) 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 Director, ACTREC-TMC in the matter shall be final and binding on the Caterer.

- 4 The Caterer shall replace at his own cost the items of the equipment referred to in clause No.3, if any of them:
 - A. is lost, or misplaced or
 - B. 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.
- 5 Uniforms to be provided by the Contractor.-

The caterer shall employ adequate number of employees at his own expense for the proper discharge of the responsibility entrusted to him under the Agreement and such employee shall be provided with uniforms (Half-Pant/ Pant with half sleeve bush shirt/Shirts) by the caterer at his own cost and they are to be maintained neat and tidy while on duty.
- 6 The caterer shall employ only those persons in the Cafeteria who are found medically fit. ACTREC reserves its rights to examine any of the employees for medical fitness, if any incurred by the ACTREC-TMC on medical examination of such employees, shall be borne and paid by the Caterer.
- 7 Caterer shall serve the Food articles through their authorized employees only for the identified department service, as required.
- 8 The Caterer shall comply with the provisions of the laws which will be applicable to his Employees working in the Cafeteria/Canteen regarding working hours, minimum wages safety, Cleanliness, leave, over time allowances, provident fund, retrenchment benefit, etc. If on account of non-compliance with the provisions of any such laws, ACTREC-TMC is called upon to make any payment to or in respect of his employees, the Caterer shall fully reimburse to ACTREC-TMC all such payment and ACTREC-TMC shall be free to make deductions on his account from the amount of Security Deposit, in which case, the caterer shall immediately pay to the ACTREC-TMC such amount as may be necessary to make up the required security deposit, or from the dues which may be payable to ACTREC to the Caterer. The caterer will sign an Indemnity bond in favour of ACTREC –TMC to this effect.(Format of Indemnity bond enclosed).
- 9 The caterer shall keep the cafeteria open at such timings as fixed by the ACTREC from time to time.
 - i) The rates to be charged by the caterer for sale of articles of food beverages, if any and cold drinks in the caterers shall not exceed those set out in the schedule hereto and the said schedule shall be displayed at a conspicuous place in the said cafeteria.
 - ii) The articles of food, beverages and cold drinks sold or intended for sale in the cafeteria shall be fresh and wholesome of their respective kind and obtained from sources approved by ACTREC. The quality of provisions used for the preparation of food items shall be approved by the ACTREC. The contractor shall use preferably Govt milk for preparation of Tea, Coffee and special milk preparations.

- iii) ACTREC Management shall have the right.
- A) To stop the sale of or to destroy any article of food or drinks sold or exposed for sale in the cafeteria.
 - B) To stop the service rendered by the caterer in the Cafeteria 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 by giving one month's notice.
 - C) ACTREC 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.
 - D) That no subsidy will be given over the quoted rates. The Electricity/water/License fee will be charged as per the terms and conditions of the Tender/Contract.
 - E) If any inspection or analysis, it is proved to the satisfaction of ACTREC , 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 ACTREC a sum not exceeding Rs.100/- as may be determined by ACTREC as liquidated damages each time.
 - F) ACTREC can terminate the contract with giving 01 month's notice to the caterer.
- iv) The caterer shall not bring or cook or permit drinking or cooking in the Cafeteria of beef or bacon or permit the skinning of animal within the Cafeteria. Under any circumstances, stances the caterer shall not bring and serve outside cooked food like chapattis, puris within the cafeteria.
- A) In case of acceptance of the tender the prices quoted therein must be valid for two year. And under no circumstances will the prices be revised over the rates quoted by them even after imposition of new duties or increase in the existing duties.
- v) The caterer shall abide also by the rules and regulations of FSSAI/rationing authorities, Municipal laws, rules and regulations and also by the laws of the state in force from time to time relating to sake of articles of food.
- vi) Charges on account LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the caterer.
- vii) Only LPG or electricity will be used for cooking. No coal or wood shall be used as fuel for cooking of food, heating of food etc.
- viii) *Initially, one gross of drinking water glass tumblers* will be supplied to the caterer 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.

- ix) The caterer should not use plastic cups to serve any cold drinks, beverages & food stuffs etc.
- x) The dealings of the caterers and his employees with the customers shall be polite. The caterer shall while the agreement is in force, keep a complaint book in a conspicuous place in said cafeteria in which the complaints may be recorded and which shall be opened for inspection by the ACTREC for the purpose.
- xi) The ACTREC shall appoint a cafeteria supervisor for the purpose of supervising the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The cafeteria supervisor shall have access at all times to the Kitchen of the cafeteria or to any part of the it for inspection.
- xii) The Caterer shall allow the official of the ACTREC-TMC to enter the Cafeteria in order to inspect and execute:
 - (A) Any Structural additions and alternations or repairs to the said cafeteria premises.
 - (B) 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.
- xiii) The ACTREC-TMC 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 Cafeteria by the Caterer.
- xiv) The Caterer 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 TMC management, except concerning the Cafeteria own business.
- xv) The caterer shall comply with any other instructions which may be issued from time to time by the ACTREC-TMC.
- xvi) In case of Acceptance and award of the contract to the successful bidder. The Security Deposit @ 10% amount of total value of contract shall have to be deposited immediately within 15 days. This deposit amount shall not carry any interest. The security deposit will be refunded to the contractor, after successful completion or it's termination of the contract.
- xvii) All disputes and differences arising out or in any way touching or concerning this Agreement (except those the decision whereof is otherwise here enforce specifically provided for) shall be referred to the sole arbitration of a person nominated by the Director, TMC. There shall be no objection to any such appointment of the arbitrator on the ground that the person appointed is an employee of TMC, that he has to deal with the matters to which the agreement relates and that in the course of his duties as such, employee has expressed

views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this Agreement. It is a term of this agreement that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director, TMC shall appoint another person to act as an arbitrator in accordance with the terms of this Agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement that a person other than a person nominated by the Director, TMC should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Subject as aforesaid the provisions and arbitration act, 1996 or any amendments any statutory notifications or re-enactment thereof and the rules made there under from time to time shall be applied to such arbitration.

- xviii) On the expiry or earlier termination of this Agreement, the said Cafeteria shall be vacated peacefully by the caterer and handed over to the ACTREC-TMC in good condition.
- xix) IN WITNESS WHERE OF Sr. Administrative Officer, ACTREC for and on behalf of the Director, ACTREC-TMC, and the Caterer have thereunto set their respective hands the day, month and year first above written.

CAFETERIA CONTRACTOR

Sr. Administrative Officer
For Director, ACTREC

WITNESS:-

1. _____
2. _____

	Part – II				
	Financial / Price – bid				
	SCHEDULE FOR ARTICLES & RATES TO BE SERVED AT RETREAT CAFETERIA, FACULTY CLUB ACTREC				
	Sr. No.	Description of the articles	Units	Weight per portion	Rate (Rs.)
I]					
	1	Tea	1 Cup	100 ml.	
	2	Coffee	1 Cup	100 ml.	
	3	Milk	1 Cup	100 ml.	
II]	Break Fast				
	4	Tomato omelet (with bread - slices) with sauce & chutney)	1 plate (Only omelet) 2 pieces	120 gms	
	5	Upama (with Chutney)	1 Plate	120 gm	
	6	Idli (with chutney & sambar)	2 pieces	60 gms each	
	7	Idli Chilly		100 gms	
	8	Medu wada (with chutney & sambar)	2 pieces	60 gms each	
	9	Uttappa(plain or choice of Onion/Tomato) (with chutney and sambar)	1 pieces	120 gms	
	10	Chole Bhature	2 pieces	100 gms	
	11	Sada Dosa (with chutney & sambar)	1 Plate	80 gms	
	12	Masala Dosa (with chutney & sambar)	1 Plate	120 gms	
	13	Poha (onion/potato)	1 Plate	120 gm	
	14	Sheera	1 Plate	120 gm	
	15	Wada (Potato) Usal Pav 2 nos.(PieceOnion, lemon)	1 pcs wada 50 gms	Usal 100 gms	
	16	Misal pav 2 nos./Dahi usal pav		125 gms	
	17	Puri with potato bhaji (dry)	6 Puris of 10 gms each	150 gm bhaji	
	18	Aloo/Gobi Paratha with curd & pickle	02 pieces	100 gms	
	19	Boiled Egg per piece	Per piece		
	20	Egg Omelet (02 Eggs)	02 Eggs		
	21	Two eggs omelet –Half fry with two pav			
	22	One eggs omelet – Half fry with two pav			

	Sr. No.	Description of the articles	Quantity	Weight per portion	Rates In Rs.
		Snacks			
	23	Samosa (with chutney & sauce)	2 pieces	60 gms each	
	24	Potato Wada (with chutney)	2 pieces	60 gms each	
	25	Vegetable Cutlet(with chutney / sauce)	2 pieces	60 gms each	
	26	Mix (Pakoda)	8 pieces	150 gms.	
	27	Dahi Wada	2 pieces	120 gms	
	28	Sabudana Wada (with chutney)	2 pieces	60 gms	
	29	Pav Bhaaji (02 Pav + 100 gms Bhaaji)			
	30	Veg roll	1 pieces	100 gms	
	31	Egg roll	1 pieces	100 gms	
	32	Chicken roll	1 pieces	75 gms	
	33	Sev puri/bhel puri		75 gms	
	34	Dabeli	1 pieces	50 gms	
	35	Ragda pattice	1 pieces	100 gms	
	36	Onion Bhaji/Veg Pakoda		100 gms	
	37	Tomato omelet	1 pieces	50 gms	
	38	Dahi Kachouri/Samosa dahi with Sev chutney	1 pieces	100 gms	
	39	Finger chips		100 gms	
III]	Veg. Lunch/Dinner (Limited)				
	40	Vegetable (like Kurma /Veg. Kolhapuri / Ladies Finger / Brinjal / Palak / Cabbage / Methi etc.) anyone – 70 gms. . Pulses – 100 gms.(sprout)) . Dal /Kadi-120 . Cooked rice – 100 gms.(rice preparation like Pulao, lemon rice etc or rice without chapatti -200 gms) . Vegetable salad containing cucumber, tomato, beet root, carrots (50 gms). . 3 chapattis (total of 70 gms) . Plain curd (50- gms.) Lijjat Papad (medium size) – 1 No. . Pickle . Sweet(any one) like Gulab Jamun, Kheer, Custard, Halwa etc. – 70 gms or a Seasonal fruit	1 Plate / Thali		

	Sr. No.	Description of the articles	Quantity	Weight per portion	Rates in Rs.
		NON –VEGETARIAN LUNCH/DINNER (Limited)			
	41	Chicken(120 gms + Curry) + Rice, Chapatti, Dal, Salad, Papad, Pickle, curd, sweet or Chicken Biryani with raita, papad, pickle OR 02 eggs + curry + Rice, Chapatti, Dal, Salad, Papad Pickle, curd, sweet or Egg Biryani with raita, Papad, pickle.	1 Plate / Thali		
		VEGETABLES (200 gms) per portion			
	42	Yellow Potato Sabji			
	43	Alu Palak/Alu Gobi/ Alu Muttar/ Alu Jeera / Alu Methi			
	44	Alu Bhindi/Alu Capsicum			
	45	Baingan Masala / Baingan Bharta			
	46	Vegetable Kurma / Veg. Kolhapuri			
	47	Veg. Makhani			
	48	Paneer Masala/Paneer Muttar / Paneer Makhani			
	49	Green Peas Masala			
	50	Palak Paneer			
	51	Methi Malai Muttar			
	52	Chole Masala			
	53	Paneer Bhurji			
	54	Corn Green Peas Masala			
	55	Dal Tadka/Dal Fry			
	56	Dal Makhani			
	57	Plain Yellow Dal			
		NON-VEG 200 gms. per portion			
	58	Chicken Makhani			
	59	Chicken Tikka Masala			
	60	Chicken Masala			
	61	Fish Curry Masala			
	62	Fried Fish - Surmai/Ravas (Seasonal)	2 pieces (each 100 gms)		
	63	Mutton Masala			
		ROTIS (per piece)			
	64	Tawa Roti			
	65	Stuff Paratha			
	66	Plain Paratha			
	67	Butter Roti			

	RICE (All preparation in Basmati)				
	68	Steam Plain Rice	1 plate	200 gms.	
	69	Jeera Rice	1 plate	200 gms.	
	70	Veg. Pulao	1 plate	300 gms.	
	71	Veg. Biryani	1 plate	300 gms.	
	72	Chicken Biryani	1 plate	300 gms.	
	PAPAD (Lijjat) 8" in dia				
	73	Roasted Papad			
	74	Fried Papad			
	75	Masala Papad			
	SALADS / RAITA (150 gms) per plate / portion				
	76	Green Salad - Cucumber, Tomato, Onion, Carrot, Raddish			
	77	Raita - Pineapple, Bundi, Vegetable			
	CHINESE				
	78	Veg. Fried Rice	1 Plate	300 gms.	
	79	Chicken Fried Rice	1 Plate	300 gms.	
	80	Veg. Haka Noodles	1 Plate	300 gms.	
	81	Egg. Fried Rice	1 Plate	300 gms.	
	82	Schezwan Chicken	1 Plate	250 gms.	
	BEVERAGES				
	83	Lassi - Sweet/Salted	1 glass	200 ml.	
	84	Fresh Lime water	1 glass	200 ml.	
	SOUPS (200 ml) per bowl				
	85	Tomato Soup	1 cup/glass	200 ml.	
	86	Palak Soup	1cup/glass	200 ml.	
	87	Hot & Sour Soup	1cup/glass	200 ml.	
	88	Sweet Corn Veg. Soup	1 cup /glass	200 ml.	
	89	Manchow Veg. Soup	1 cup/glass	200 ml.	
	90	Manchow non-Veg. Soup	1 cup/glass	200 ml.	
	91	Hot & Sour Chicken Soup	1 cup/glass	200 ml.	
	BREAD VARIETIES (Slice should be of minimum 5" X 5" in size)				
	92	French Toast	2 pieces	100 gms	
	93	Bread slices	2 slices		
	94	bread butter/Toast butter	2 slices		
	95	Jam bread	2 slices		
	96	Vegetable Sandwich	Of 2 Slices Sandwich with Bread		
	97	Grilled Vegetable Sandwich	Of 2 Slices Sandwich with Bread		
	98	Cheese Sandwich	Of 2 Slices Sandwich with Bread		
	99	Grilled Cheese Sandwich	Of 2 Slices Sandwich with Bread		

