

NOTICE FOR INVITATION OF E-TENDER

Ref. No. TMC/ACTREC/CANTEEN/ADMN/7278/2023

16/10/2023

**CONTRACT FOR SUPPLY & MANAGEMENT OF MANPOWER &
MATERIAL FOR CANTEEN SERVICES FOR PATIENTS / STAFF /
GUESTS AT ACTREC**

FOR THE PERIOD 01ST DECEMBER 2023 TO 30TH NOVEMBER 2024

(Extendable by Further Two Years on Yearly Basis Subject to Satisfactory Performance)



Sr. No.	Particular	Amount
01	<p>EMD by Demand Draft to be Drawn in Favour of Director ACTREC or TMC ACTREC</p> <p>Tender received without Earnest Money Deposit (EMD) will be summarily rejected. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSE, Govt. of India are entitled for exemption from payment of earnest money and security deposit for performance upto monetary limits specified in the NSIC certificate subject to Registration certificate being valid as on date of quotation & GST Registration Certificate. (Bidder must enclose copy and proof thereof)</p>	<p style="text-align: center;">Rs. 9,00,000/- (Rupees Nine Lakhs Only)</p>

Note:-

1. Tender Notification and Documents are available on CPPP Portal : -
<https://eprocure.gov.in/eprocure/app>
2. Interested agencies /firms may visit this website for registration.

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
 (A grant – in - aid institute under Department of Atomic Energy, Government of India)
 Sector-22, Kharghar, Navi Mumbai – 410210

TENDER DOCUMENTS

SR.NO.	TOPIC
1.	Notice for invitation of E-Tender
2.	Critical Date Sheet
3.	Scope of Work / Service
4.	L-1 CRITERIA
5.	Tender acceptance undertaking (to be filled by Tenderer)
6.	Instructions to the Tenderer
7.	Part – I: Technical Bid
8.	Part – II: Financial Bid
9.	Technical Bid: Tender Application Form
10.	Essential Technical Qualification Criteria
11.	Site Visit Criteria
12.	General & Special Terms and Conditions
13.	Special and Important Instruction to Be Noted by Each of the Bidder
14.	Acceptance
15.	Solvency certificate to be issued by the Bankers
16.	Agreement to be executed by the tenderer
17.	Indemnity Bond
18.	Annexure I

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210

Ref. No. TMC/ACTREC/CANTEEN/ADMN /7278/2023

16/10/2023

Sub :-Tender For Supply & Management of Manpower & Material for Canteen Services for Patients / Staff / Guests at ACTREC for The Period of One Year From 1st December 2023 To 30th November 2024 (Extendable For Two More Years Subject to Satisfactory Performance).

Online E_Procurement (CPPP) Bid Invited from Reputed Bidders for Quoting of Rates for Canteen Services.

Contact Person: - Mr. S. A. Anavkar, Jr. Administrative Officer (EM)

Sr. No.	Name of Work	Approx. Cost (Rs.) for Two Years	EMD (Rs.) Refundable
1.	Tender for Supply & Management of Manpower & Material For Canteen Services For Patients / Staff / Guests at ACTREC	Rs. 4,50,00,000/-	Rs. 9,00,000/-

Tender document can be downloaded from Website- <https://eprocure.gov.in/eprocure/app>

CRITICAL DATE SHEET

Published Date	16 th October, 2023 at 4.00 PM
Bid Document download/sale start date	16 th October, 2023 at 4.00 PM
Campus Site visit for vendors	25 th October, 2023 at 11:00 AM
Pre-bid Meeting	25 th October, 2023 at 02:00 PM
Bid Online Submission Last Date & Time	06 th November, 2023 at 3.00 PM
Technical Bid Opening Date	07 th November, 2023 at 3.00 PM

(S. A. Anavkar)
Jr. Admin. Officer (EM)

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
(A grant – in - aid institute under Department of Atomic Energy, Government of India)
Sector-22, Kharghar, Navi Mumbai – 410210

E-Tender Notice for Inviting Bids for Selection of Prospective Canteen Contractor For the period 1st December 2023 to 30th November 2024 (Extendable for two more years on yearly basis subject to satisfactory performance). Bids shall be submitted online only on <https://eprocure.gov.in/eprocure/app> , in 02 bids system “Technical” and ‘Financial” (However Tender documents are also available on website www.actrec.gov.in for information/view).

1. Scope of Work / Service

Sr. No.	Type of Cafeteria	Kitchen	Capacity *	Buildings/ Location
Major Cafeteria				
1	Major Cafeteria- PS for Staff and out-patients	Central Kitchen- PS (CRC)	Breakfast- approx. 700 Lunch- approx. 700 Snacks- approx. 325 Dinner- approx. 170 Seating capacity- 150 Buffet service & Limited meal service	Paymaster Shodhika (PS)- CRC Ground floor
2	Major Cafeteria- RRS For out-patients and staff	Serving Kitchen- Food preparation will be from Central Kitchen, PS(CRC)	Breakfast- approx. 250 Lunch- approx. 250 Snacks- approx. 100 Dinner- approx. 100 Seating capacity- 120	Raja Rao Shodhika (RRS) Ground floor
Minor Cafeteria				
3	Minor Cafeteria- Asha Nivas for out-patients	Serving Kitchen- Food preparation will be from Central Kitchen, PS(CRC)	Breakfast- approx. 280 Lunch- approx. 280 Snacks- approx. 280 Dinner- approx. 280 Seating capacity- 180	Asha Nivas Hostel First floor
4	Minor Cafeteria- Café Raga, CRI for students and staff	Serving Kitchen- Food preparation will be from Central Kitchen, PS(CRC)	Breakfast- approx. 60 Lunch- Not served Snacks- approx. 70 Dinner- Not served Seating capacity- 40	Khanolkar Shodhika (KS)- CRI Ground floor
5	Minor Cafeteria- Shivshankar Hostel for Students and staff	Serving Kitchen- Food preparation will be from Central Kitchen, PS(CRC)	Breakfast- approx. 300 Lunch- approx. 250 Snacks- Not served Dinner- approx. 300 Seating capacity- 150 These are served on Saturdays, Sundays and holidays	Shiv Shankar Hostel serving Cafeteria
6	Minor Cafeteria- RRU for Students and Staff	Serving Kitchen- Supply of food will be from Central kitchen	Breakfast- approx. 50 Lunch- approx. 50 Snacks- approx. 50 Dinner- approx. 20 Seating capacity- 60	Radiological Research Unit, seventh floor RU- Minor serving Cafeteria

***Note: The Capacity Specified Is Indicative and Subject to Change**

For In-Patients Food Service

Sr. No.	Building	Bed capacity*	Food to be served**
1	Jussawala Shodhika	55	Breakfast- approx. 55 Lunch- approx. 55 Snacks- approx. 55 Dinner- approx. 55
2	Raja Rao Shodhika	176	Breakfast- approx. 176 Lunch- approx. 176 Snacks- approx. 176 Dinner- approx. 176
3	Paymaster Shodhika	22	Breakfast- approx. 22 Lunch- approx. 22 Snacks- approx. 22 Dinner- approx. 22
4	Radiological Research unit	41	Breakfast- approx. 41 Lunch- approx. 41 Snacks- approx. 41 Dinner- approx. 41
Total		294	

Note:

*** The occupancy of indicated Bed capacity may vary based on patient admissions**

**** Patient food includes various therapeutic as mentioned in BOQ and is served as per Dietician's recommendation.**

(a) Patient Diet:

Supply of Diet to the in-patients of the hospital as per the diet chart planned by the dietician for regular in-patients, Patients on special diet at RRS, RRU Buildings and BMT patients. Total bed Strength is approximately 294.

(b) Staff Diet:

- To Medical Doctors/Consultants/Registrars/Officers on a daily basis / and package monthly charge basis. Food to be served as unlimited buffet in the officer's cafeteria at PS (CRC) Building.
- Food served in the Staff cafeteria on *ala carte* item rate basis to be settled on a cash/ coupon basis at the time of service itself at PS (CRC), RRU, RRS, Asha Nivas, KS (CRI) Buildings.
- To serve Meals/ Snacks/ Beverages to staff at their location for senior officers / Meetings/ operation theatre complex, other select location etc.
- Executive lunch for small group to be served at the VIP cafeteria as and when required on request of the concerned officer.
- Breakfast, Lunch, Evening Snacks, Tea/ Coffee in the meetings as per the requisition in ACTREC Campus.
- Contractor has to make arrangement for serving of food for the staff, students, Trainees at Shivshankar Hostel (Transport will be provided by ACTREC). This location is outside the ACTREC campus and is approx. 5.00 KM in distance.
- Contractor has to make arrangement for serving of food at other outside location within the Kharghar, if required by the center on regular basis for their staff/students/Trainees or observers (Transport will be provided by ACTREC).

(C) Catering:

For Seminars / Conferences/ Workshop at the request of the organizers with menu and rates decided between the organizers and the contractor.

2. The assessment of the manpower for deployment for cooking, serving, washing and cleaning of utensils and washing and cleaning of Kitchen and cafeterias is to be made by the contractor carefully to ensure the compliance of the law applicable to the trade. The minimum no of staff present on any day **should not be less than 70**. Skilled staff for supervision and cooking is essential. Food Serving Staff should also be experienced, well mannered with good soft skills. Uniform and best hygiene practice to be followed by all staff.
3. Payment of the supplies at the approved rates will be facilitated by the centre on monthly settlement basis for the patients and package charges of the staff members on their authority from their pay and official supplies for as indicated above at point number 1 (c) Scope of Work/Service on preorder basis.
4. The bidders are advised to take note of the factors in mind while quoting for rates for charging limited / unlimited/item wise rates. Goods and Services Tax will be reimbursed to the contractor on basic approved rates on the actual bills raised for remittance to the Government Account. The contractor has to submit the copy of the GST challan of previous month with the bills every month for release of the payment.
5. The contractor has to charge same rates for the visitors as well as for staff.
6. The Centre will provide basic set of utensils, kitchen equipments such as walk in cooler, deep freezer, 4 gas range, pulverizer, Atta kneading machine, wet. Masala grinder, veg. cutting machine, electric dosa bhatti, Idli steamer machine. Cutlery, crockery, cups, tea flasks, fry pans, lighters, domestic mixer patta, daboo, knives and any special items required for daily function of canteen should be procured by the contractor. Contract Manpower staff for these canteen services has to be supplied by vendor at his own cost and risk. Further his stay requirement is to be arranged by the contractor outside the campus at his own cost and risk.
7. Pre-bid meeting is mandatory with the members of the committee who may visit the Institute on 25th October, 2023 in the office of Room No. 318, 3rd floor, Paymaster Shodhika, TMC-ACTREC, Sector-22, Kharghar, Navi Mumbai-410210.
8. The tender documents completed in all respects can be submitted on or before the due date and time through online mode on the website <https://eprocure.gov.in/eprocure/app>. Online submission of tender is mandatory. The bidder shall keep all the copies of License, Permissions, certificates, agreements, contracts, work orders, performance/Experience certificates etc. ready which is required to be uploaded at the time of submission of online tender.
9. The right of rejection of any or all tendered bids without assigning any reason thereof has been reserved by the Director of the centre.

Director, ACTREC

L-1 CRITERIA

The Basis of Evaluation of The Tenders of Financial Bids Would Be Based on The Following Parameters For Consideration of L1: -

The Items Quoted Against the Each of the Following Items Would Be Averaged As (Sr. No- 1+2+3+4) :-

Sr.No	Item		Total Average %
1.	<u>Hot Beverage like Tea / Coffee / Soup and Juices etc. :-</u> (As indicated in S. No. 01 to 15 of Financial Bid) Average rate quoted of Tea, coffee, Soup and juices etc. as specified in the tender in terms of Quality & Quantity		05%
2.	<u>Morning Breakfast/Evening Snacks items: -</u> (As indicated in S.No. 16 to 71 of Financial Bid) Average rate of the entire Individual item specified in the tender in terms of Quality & Quantity.		20 %
	(a) Limited Breakfast	10%	
	(b) Unlimited Breakfast (At least 3 varieties of item to be kept in the breakfast and 2 varieties of items to be kept in the evening snacks as indicated in (A) from Sr. No. 16-70 of Financial Bid)	10%	
3.	<u>Lunch Thali :-</u> (The rate quoted for Vegetarian Lunch (Limited), Vegetarian lunch (Unlimited) and Non Vegetarian would be averaged on the proportionate as given below: -		25%
	(a) Vegetarian Lunch/Dinner Limited (S. No. 72 (A).	60%	
	(b) Vegetarian Lunch/Dinner Unlimited (S. No. 72 (B)	20%	
	(c) Non Vegetarian Lunch/Dinner Limited S. No. 73 (A & B)	05%	
	(d) Food items from S. No.74 to 88 (Average rate of the entire Individual item specified in the tender in terms of Quality & quantity)	10%	
	(e) Vegetarian Lunch unlimited (VIP) (S. No. 89 of financial bid)	05%	
4.	<u>Patients Diet- Full Day Diet: -</u> (S. No. 90 to 96) Average rate quoted for Patient diet will be calculated on the proportionate as below:-		50%
	(a) Full day diet for patient S. No.90A & 90B	40% (35 % Normal Patient) (05% Pediatric Patient)	
	(b) Full Day BMT Patient Diet S. No.91A & 91B	10% (05% BMT Full Day Diet) (05% GVHD Phased Diet)	
	(c) Full day Clear Liquid Diet S. No.92	05%	
	(d) Full day Liquid Diet S. No.93	05%	
	(e) Full day Ryles Tube Diet S. No.94	05%	
	(f) Private A Category S. No.95	10%	
	(g) Patient/ Staff Hostel Diet S. No.96	25%	

TENDER ACCEPTANCE UNDERTAKING

Date: _____

To,

The Director,
Advanced Centre for Treatment, Research & Education in Cancer
Tata Memorial Centre
Sector-22, Kharghar,
Navi Mumbai- 410 210.

Ref. No. TMC/ACTREC/CANTEEN/ADMN/7278/2023
13/10/2023

Name of work: Tender for Supply & Management of Men & Material for Canteen Services for Patients / Staff / Guests at ACTREC for the period of one year from 1st December 2023 to 30th November 2024 (Extendable for Two More Years' Subject to Satisfactory Performance).

Sir/Madam,

1. 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 180 (Eighty 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 award.
2. I/We have downloaded/obtained the tender documents for the above mentioned tender work.
3. I/We hereby certified that I/We have read the entire terms and conditions of the tender documents including all Annexure/schedule etc. which form the part of the contract/agreement and I/we shall abide here by the terms, conditions and clauses contained therein.
4. The corrigendum's issue from time to time by your center to have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above mentioned tender document/corrigendum in its totality/entirety.
6. I/We do hereby declare that our firm has not been black listed/debarred by any government department/ public sector undertaking/government organization.
7. I/ we certified that all information furnish by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated then your center shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice or remedy including the forfeiture of the full said EMD absolutely. 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

INSTRUCTIONS TO BIDDERS

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Financial offer:

1. The bidder should ensure that the tender documents are complete in all respects and shall be submitted online on <https://eprocure.gov.in/eprocure/app> 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.
2. The Earnest money of the firms whose quotation are not accepted shall be released after the award of the contract to the successful bidder on or before the 30 days after the award of the contract. For due performance of obligations under the contract, the successful tenderer shall have to deposit 3% amount of total value as security deposit by Demand Draft or by way of Bank Guarantee, FDR of Nationalized Bank in favour of **TMC - ACTREC OR DIRECTOR - ACTREC** with the absolute right. Bid security shall be refunded to the successful bidder on receipt of performance security. SD should remain valid till 180 days beyond the date of completion of rate contract period. Such 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
3. Tender received without Earnest Money Deposit (EMD) will be summarily rejected. Agencies/firms/Companies/units registered under NSIC/KVIC or any other Authority designated by the MSE, Govt. of India are entitled for exemption from payment of earnest money and security deposit for performance upto monetary limits specified in the NSIC certificate subject to Registration certificate being valid as on date of quotation & GST Registration Certificate. (Bidder must enclose copy and proof thereof)
4. Online tender form should be filled and completed in all respects and hard copy must be signed and submitted in the office. The tenderer should quote in figures as well as in words the amount quoted by him. 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.
5. Failure to fulfill any of the conditions shall render the tender for rejection.
6. 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.
7. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
8. The bidder should be competent enough to deal with the business of the tendered item / services technically and financially and should have adequate man-power (Skilled/semi-skilled/unskilled & Technical) required for managing the business awarded specially for BMT/ Wards.
9. The bidder should submit the Solvency Certificate of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs Only) approx. from any schedule bank. The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN Number.
10. The bidder should provide Goods and Service tax registration no. and Licence No. as may be required for providing the services and material to be used for managing the work.
11. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the services tendered.
12. The successor / heirs in office of the bidder/tenderer will be responsible for the liabilities created or arised by the bidder in respect to the manpower, services etc. offered by bidder.

13. The bidder will be solely responsible for such activities which may lead to draw the money by way of advance payment fraudulently and breach of terms and conditions.
14. The bidder will be responsible by abiding itself by the common State & central Laws including rules relating to manpower, services, minimum wages, allowances and reliefs therefore.
15. The bidder will be under obligation to intimate to Institute in advance about the assistance to be extended by the Institute without involvement of expenditure (at the cost of the bidder) in connection with the process of erection installation and commissioning or providing services in connection with the tender work.
16. The bidder is also advised to ensure that the all the hardcopies of Commercial offer and the Technical offer papers are signed by the authorized person and rubber stamp should be put wherever asked for. The offers should be submitted within the scheduled time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be liable for rejection.
17. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
18. Any addendum, Corrigendum, Amendment or change in the tender will be published only on the website.
19. The **Director, ACTREC** reserves the right to cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way 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.

Certified that I have read the above instructions carefully and taken note of them for compliance.

Signature

Name of authorized person for bidder

Rubber seal

Date:

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER (ACTREC)
 (A grant – in - aid institute under Department of Atomic Energy, Government of India)
 Sector-22, Kharghar, Navi Mumbai – 410210

TECHNICAL BID
 (To be sealed separately along with documents)

TENDER APPLICATION FORM

Ref. No. TMC/ACTREC/CANTEEN/ADMN/7278/2023

16/10/2023

Sr. No.	Details	Particulars
1	Name of the Work	Tender for Supply & Management of Men & Material for Canteen Services for Patients / Staff / Guests at ACTREC for the period of one year from 1 st December 2023 to 30 th November 2024 (Extendable For Two More Years' Subject To Satisfactory Performance).
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
6	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. OR	
	2. Registration No. Under Society Registration Act OR	
	3. Registration No. Under Companies Act OR	
	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.	
	Contract Labour 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 & Service tax			
11	EPFO registration no.			
12	ESIC registration no.			
13	No. of manpower employed by the bidder in its office	Supervisory/ Skilled =	Semiskilled =	Unskilled =
14	Period of experience of the bidder in dealing with the tendered services. (Attach copies of work order / experience and performance certificates should be on letter head of the concerned establishment)	a. Existing services along with the names of the organizations	b. Past services along with the names of the organizations	
15	Whether provided services to TMC / ACTREC in past; if yes indicate the Work order No. & Date / Certificate copy			
16	Any other relevant information wish to submit in proof of your competency			

ESSENTIAL TECHNICAL QUALIFICATION CRITERIA

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.
2	FSSAI /FDA License No
3	Income Tax PAN number
4	GST (Goods and services Tax) Registration Number.
5	EPFO Registration no.
6	ESIC Registration No.
7	Copy of Latest of Last Three Years IT returns, Profit & Loss Account Statement, Balance Sheet with average annual financial turn over (gross) of Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakhs Only) (Last three consecutive financial year ending on 31st March, 2023) certified by C.A.
8	03 years relevant experience in Government institutions/ PSU's/ Corporate Offices and Private / Government Hospitals with capacity of minimum 100 bedded hospital (to be submitted in attached format).
9	The bidder should be able to submit the Solvency Certificate of Rs. 1,80,00,000/- (One Crore Eighty Lakhs Only) value from the any single schedule bankers.
10	Contract Labour License (if applicable)
11	An undertaking (self-certificate) on stamp paper that the bidder hasn't been blacklisted by a central / any state government institution and there has been no litigation with any government department on account of similar services is to be submitted.

The copies of the above valid documents must be uploaded along with submission of Online Tenders.

SITE VISIT CRITERIA

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 qualification.

Annual Health Checkup <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">➤ GST Regn. No.➤ Licenses➤ FDA/FSSAI no.➤ EPFO➤ ESIC➤ Records

- The Outlet, Eatery/ Kitchen for site visit should be within Metropolitan region of Mumbai/ Navi Mumbai/ Thane only.

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 the same at the end)

A) General Instructions

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of NIT/contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The Bidder shall visit the sites in the campus on the same day before pre-bid meeting.
3. The Centre reserves the right to cancel or reject in full or part any or all tenders received.
4. Any action on the part of the tenderer to influence any officer of the Centre or canvassing in any form shall make the tender liable for rejection.
5. The contract will be initially for one year and can be extended for a period of two years on yearly basis on same terms & conditions subject to satisfactory performance. The escalation of rates will be granted for the third year as per the Consumer Price Index of the latest month before the extension of contract or Maximum upto 10% of quoted rates, whichever is less may be permitted.
6. All works will be executed as per detailed specifications at ACTREC, Navi Mumbai and as directed by an officer / official nominated by the Director.
7. The quantities indicated are purely tentative and likely to vary from time to time as per need of ACTREC.
8. Supply and delivery of food shall be provided timely inside and outside the campus, in case of delay penalty will be charged. (As per the requisition of time)
9. Transport will be provided from the ACTREC for supply and delivery of food inside and outside the ACTREC campus.
10. Time is the essence of this contract. In case the contractor fails in fulfilling the obligations fully in time, the ACTREC shall have the absolute right to take up the work at Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Centre shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
11. Food is to be provided in canteen area of PS(CRC), RRS, KS(CRI), RRU, Asha Nivas and Shivshankar Hostel and other places on campus as per the requirement of ACTREC **at the agreed rates. Bidders must note that it is mandatory on the part of the contractor to serve to the new wards also if any new wards are commissioned during the tenure of the contract** at the approved rates. No rates increase will be allowed on account of this.
12. The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the ACTREC from any claims in this regard.
13. **The Outlet, Eatery/ Kitchen for site visit should be within Metropolitan region of Mumbai/ Navi Mumbai/ Thane only.**
14. The Contractor will be required to post skilled manpower as may be needed to supervise and guide the workers – skilled, semi-skilled as well as unskilled for proper completion of the work as per directions of the Officer nominated by Director of the Centre to administer the contract.
15. No subsidy will be given over the quoted rates. LPG Gas Cylinders is to be arranged by the contractor at his own cost. In addition, Biogas provided by ACTREC equivalent to 126 Kg of LPG per month (approx.) may be utilized in the kitchen at free of cost.

16. Cutlery/ (Table Spoons, Service Spoons, plates, bowls); crockery/ (Tea Cups, Tea flasks) cooking tools (Kitchen knife, Veg. peeler, / basic service tools, domestic mixer items to be provided by contractor. Also provide disposable plates, bowls, container, tea cups, Juice glass for regular use as per requirement.
17. Kitchen equipments, refrigerators, water coolers, ventilation system etc will be provided by the Institute in working conditions and in case any of the equipment is not in working condition at the time of commencement of the contract, the contractor may arrange for its repair at reasonable cost to be paid by the institute. **Subsequent repair / maintenance will be the sole responsibility of the contractor at his cost.** At the time of completion of the contract the equipments taken over has to be returned back in working condition and any damages / non functioning/ lost equipment/utensils/crockery etc suitable charges will be deducted from the contractors bill at the time of final settlement.
18. Accommodation of the staff/ Manpower to be arranged by the vendor. No Separate space will be provided by the ACTREC.
19. The tenderer while quoting rates should bear in mind that the material to be supplied should be of the right quality and quantity specified and the rates should be uniform for all including for patients their attendants/visitors at ACTREC. Any of the following brands shall be used within its expiry dates for the items indicated below:

Item	Brands
Tea	Brooke Bond, Taj Mahal, Society, Tata, Lipton, Girnar, Red Label.
Coffee	Bru, Nestle, ITC, Tata.
Oil (sunflower/ Ground nut/ Rice bran)	Saffola, Godrej, Gini, Gemini, Dhara, Sunday, Ricela, Tandul, Groundnut Oil, Liberty. (No Palm Oil is to be Used)
Butter	Amul, Aarey, Mother dairy
Curd	Aaarey, Amul, Mother Dairy
Salt/ Sugar/ Pepper	Sachets Branded
Juices (packed)	Tropicana, Minute maid, Real, Godrej , Soya fit
Milk	Standard pasteurized milk to be used for curds, tea, coffee and other milk products without dilution, Aarey, Mother dairy, Amul whole milk. Other brands not permitted.
Ghee	Amul, Vijaya, Mother Dairy, Aarey (No Vanaspati is to be used)
Wheat Flour	A branded flour of good quality is to be used like Ashirwad, Swastik, Punjabi Chakki Atta
Rice	A-1 Quality (Superior Quality) of Surti Kolam Rice to be used for patients and staff.
Vegetables & Fruits	Should be purchased fresh and stored appropriately in supplied refrigerators and cold room. A different vegetable should be cooked on each day of the week. Chana and Rajma do not count as Bhaji, they can replace daal on the menu.
Biscuits	Britannia, Parle, Krackjack, Monaco, Marie, Bourbon, Sunfeast., priya, gold, Threptin, Cream Cracker, UNIBEC
Sauce	Kissan, Maggie, Heinz. Bel Monte
Papad	Lijjat, Ganesh, Medium size 4 inch Diameter.
Atta Bread	Britannia, Modern, any time wheat bread, Wibs. Kwality, Kelwin (No white maida only bread to be used)
Jam	Kissan, Mapro, Mala, Belmonte- Sachets
Pickel	Mothers Recipe, Bedekar, Pravin
Mineral water*	Bisleri, Aquafina, Oxyrich, Bailey's, Kinley.
Dal & Pulses	A-1 Quality (Superior Quality) of Dal & Pulses to be used for patients and staff.
Ice – Cream	Amul, Mother Dairy, Havmor.

Any brand other than the above mentioned items are supplied should have ISI, FPO, FSSAI and Agmark etc. with batch number, manufacturing and expiry date.

* Biscuits, Ice - Cream and other packed food products etc. should not be sold more than MRP as indicated on the item.

Note: - Non matching with above brands, the items will have to be checked by Kitchen Supervisor & Stores In-charge and if not found proper then it should be returned back to the vendor through contractor.

Contractor should not use any banned items as wrappers/ covers/ Plastic carry bags.

- a) Any brand other than the above mentioned items are supplied should have ISI, FPO, FSSAI and Agmark etc. with batch number, manufacturing and expiry date.
 - b) The tenderer shall use only the above branded items and shall not change a brand without the consent of the canteen committee.
 - c) A-1 Quality/ Superior Quality of Rice/ Pulses and any other raw material to be used by the vendor daily.
 - d) The tenderer is free to provide additional types of biscuits of good quality products at all time.
 - e) Fresh Quality of Vegetables and Fruits are to be supply by the vendor.
 - f) Fresh fruit juices e.g. Bananas, Apple, Chickoo, Orange, pineapple and watermelon fruit milk shakes should be made available on a regular basis.
 - g) Eggs should be available at all times for patients, staff and doctors
 - h) Salt and pepper shakers will be provided by ACTREC. It is the contractor's responsibility to make sure that they are filled and kept at every table.
 - i) Ala-carte menu can be made with pre-approved rates.
 - j) The Quality of material will be checked every day and if any inferior quality items are found, the same must be replaced and fine will be levied.
 - k) Canteen Committee/ Supervisors/ Representative of General Administration/ Medical Administration/ Dietician/ any other official designated will take regular rounds.
20. The tenderer may not serve items not on the menu unless the canteen committee has been consulted and an appropriate price mutually decided.
21. The contractor shall deploy adequate manpower to carry out the following jobs:
- a) The manpower of 70 shall be deployed at the start of the contract. Number of Manpower can be increased as per the requirement of the Institute on same rates, terms and conditions. The number indicated is minimum, however if the services are found to be deficient/ not timely inadequate, manpower deployment will have to be increase as per the requirement.
 - b) To cook the food items as per the requirements
 - c) For distribution of coupon, collection of money and to serve lunch in staff canteens, as decided by the management.
 - d) To provide clean drinking water at the table and collect used plates and glasses.
 - e) To clean the tables, furniture items, floors and work areas and kitchen and all cafeteria areas.
 - f) To wash the dishes with clean hot water and with branded detergent powder only.
 - g) To dispose the canteen wastes regularly in garbage bags which will be obtained by the contractor at his own expenses. The contractor shall ensure that adequate stock of garbage bags is maintained by him. Food / Cafeteria waste has to be sent to the Biogas plant / CIDCO collection point by the contractor using his own staff.
 - h) The food items required by the patients will be as per the advice of the Dietician, the contractor shall make arrangements for cooking the same separately and distribution to the patients at the respective wards located in JS building and RRS, RRU building etc. The pantry located in these areas is to be utilized for this purpose.
 - i) Contractor should also provide special food items as requisitioned during the seminar, conferences or such events, being conducted in the Centre.
 - j) Daily at least **three** times deep thorough cleaning of kitchen & cafeterias is to be done by contractor. **(Morning 8.30 a.m./ 1.00 p.m. and night 9.00 p.m.)**

- k) In case of addition / extension of service Contractor has to provide the food services as per the need of the centre.
22. The contractor shall issue the identity card, after concurrence from the Jr. Administrative Officer/ Administrative Officer for the employees engaged by him and their name plates should be exhibited on the uniform.
23. If it is observed at any stage that the quality of work is not satisfactory, the contract / work order as a whole will be terminated and security deposit will be forfeited. The Contractor will have no claims whatsoever on ACTREC.
24. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Centre for inferior works as determined by the Centre and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Centre.
25. Contractor will 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 any other nature in respect of all workers engaged by the Contractor.
26. 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 (Workmen) Compensation Act, 1923
 - c) Industrial Employment Standing (order) Act, 1946
 - d) Contract Labour Abolition and Regulation Act 1970
 - e) Minimum Wages Act -1948/ Payment of Wages Act.1936
 - f) Employee Provident Fund and Misc. Provision Act-1952
 - g) Any other Act or legislation which may govern the nature of the contract.
 - h) Any other law or act or rule as may be in forced and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workers.
27. The centre 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.
28. The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (Central). As such, the service provider shall be required to obtain requisite license within 30 days from the office of the Regional Labour Commissioner (Central) under the aforementioned Act.
29. The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
30. 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.
31. 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.
32. The contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act, 1952.

33. The contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with 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.
34. Any liability arising on ACTREC shall be deducted from the bills /security deposit of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by ACTREC.
35. The ACTREC through its officers, reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.
36. The Contractor is required to post his authorized representative at the site of the work who shall receive the instructions from the Officer nominated by the Director of ACTREC from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order.
37. In the event of the Contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by the ACTREC totally at the cost and risk of Contractor besides any suitable fine / penalty.
38. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the ACTREC or its patients by the Contractor or his workers.
39. The Contractor will submit the **police clearance** certificate for labours deployed by him in campus. The contractor 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 worker 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 ACTREC will not hold any responsibility with regard to staff on the role of the contractor whatsoever.
40. The Contractor and his staff shall follow the rules and regulations of the ACTREC in force and instructions issued from time to time. ACTREC will be free to take action against the Contractor for violating the same.
41. The ACTREC reserves the right to terminate the contract without assigning any reason by giving a notice of one month. This decision will not be challengeable in any court of law. The Contractor will have to give a notice of 3 months, if he wishes to discontinue/terminate the contract.
42. In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the Director, TMC or any other officer nominated by the Director, TMC for arbitration whose decision shall be final and binding on the parties. The Contractor should agree that the arbitrator could be an employee of the Centre and shall not have any objections in this regard. (The proceedings before the arbitrator would be governed by the provision of the Indian Arbitration Act, 1996, and amendments made thereof.
43. The Centre shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
44. The Centre shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor under the applicable law / rules.

45. Compliance report on technical bids be clear. If tenderer not quoted or put dash (-) or 'NA' then it will be presumed that quoted price includes those item cost.
46. **The Contractor shall not sublet, transfer or assign the contract to any other party.**
47. Debarment from bidding: A bidder shall be debarred if he has been convicted of an offence under the prevention of corruption Act 1988 or the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
48. A bidder debarred under the aforesaid clause or any successor of the bidder shall not participate in a tendering process of this center for a period not exceeding three years commencing from the date of debarment.
49. The centre may debar a bidder or any of its successors from participating in any Tendering process undertaken by then Centre, for a period not exceeding two years. If it determines that the bidders has breached the code of integrity.
50. If a firm/bidder quotes nil charge/considerations the bid shall be treated as unresponsive and will not be considered.
51. The resultant contract will be interpreted under Indian Laws.
52. In the event of any disputes arising out or in connection with this contract where during subsistence of the contract or thereafter the matter shall be referred to Director, TMC or any other officer nominated by the Director TMC for arbitration, whose decision shall be final and binding on the parties. The contractor should agree that the arbitrator could be an employee of the center and shall not have any objection in this regards. The proceeding before the arbitrator could be governed by the provision of the Indian Arbitration Act 1996 and amendment thereof. The place of such arbitration should be Mumbai or Navi Mumbai and cost of such arbitration will be equally shared by the both parties.
53. It is also certified that this agency is not black listed by any government department nor any criminal case is registered/pending against the agency/firm/owner/ partner anywhere in India.

B) CONTRACTOR'S OBLIGATIONS

1. Schedule for articles to be served in the canteen have been mentioned separately and the brands have been specified. It is the duty of the contractor to supply right quality and quantity specified.
2. 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. **Chapatis should be prepared in-house and not out sourced and having branded good quality of Atta/Flour.**
3. The Contractor shall pay the daily, weekly or monthly wages to the workers who may be deployed by the Contractor at ACTREC to carry out the assigned jobs under the award and the Contractor will be responsible to comply with the provisions of minimum wages Act of the Central Government / State Government, whichever is applicable and ensure payment of highest minimum wages which include Basic Pay, Dearness Allowance, Special Allowance, EPF, OTA, Bonus, M. L. Welfare Charges, Paid Holidays etc. to the unskilled/semi-skilled/skilled workers from time to time throughout the tenure of contract in the presence of the representative of the Director of the Centre. The Contractor shall follow the job description to be performed by the workers as specified. The Contractor shall pay wages to the workers employed by the Contractor latest by 7th positively every month by cheque along with payment slip as per Central Labour Enforcement Authority.

4. The Contractor shall ensure the health of the workers engaged by him and shall carry out periodical (6 monthly) medical check-up which should include **Blood Test /Stool & Sputum Test / Chest X-ray, de worming and TABC vaccination before monsoon or within 30 days** of workers engaged by him (**reports to be submitted every 6 months**) and shall borne all expenses for this including treatment to be given to workers, if any. These test can also be arranged at ACTREC and the cost of such test/medical check has to be borne by the contractor or his staff. The contractor shall produce proof of each employee engaged by him about proper medical fitness regarding their health status. Food handling staff should undergo medical examination at the time of start of contract. Medical reports should be submitted to the Kitchen Supervisor ACTREC for records,
5. **Uniform and Identity Card:** 02 sets of uniform both for male and female along with the identity card will be provided by the contractor to the staff deployed at ACTREC as per their company standard and norms at his own cost. The uniform should include cap, shirt, pant / saree, blouse, shoes and shall be with concurrence of ACTREC authorities. Wearing of uniforms with I-card is compulsory during working hours. In case of non-compliance of complete uniform code by the workers engaged by contractor, a penalty of Rs. 50/- per day per person (morning / evening) will be levied. The employees of the contractor should report for work in neat and clean uniform and at least two sets of uniform per year should be supplied by the contractor at his own cost. Food handling staff shall wear caps & gloves and cut their nails and trim hair regularly. I-card should be displayed all time in all shifts during working hours.
6. **No wearing hand bands, bracelet, colored thread, jeans during working hours.**
7. The contractor has to submit police verification certificate for all workmen engaged by him along with supervisors to ACTREC. Verification certificate to be handed over to Administration.
8. Advise will be given to the Contractor to enforce disciplinary action against the staff engaged by the contractor for their non-compliance of work, indecent behavior, misconduct etc.
9. The tenderer should use AGMARK/F.P.O. /FSSAI or such standard quality food articles as approved by relevant regulatory authorities. Contractor should not use Plastic consumables like cups, plates etc. The contractor should not use food colours, Azinomoto, Preservatives, MSG, Vanaspati, palm oil etc in food preparation.
10. All food items kept in Store Room and Cold room are to be labeled with Date and time of preparation with expiry date.

Note: All consumables, non-consumable materials should be approved by Officer nominated by the Director, ACTREC before its use.

C) REPORT

1. The contractor or his representative shall work in close association with the Dietician and Kitchen Supervisor on a daily basis. The contractor has to report to the Canteen committee with respect to all aspects of the food service and also to the SAO (or his nominee) and AMS of the centre for all administrative requirements.
2. The Contractor / his representative should approach the officer / nominated by the Director, ACTREC if he needs any instructions, help or has any difficulties.
3. The Contractor / his representative should all the time be available at work site during the course of his work.

D) SCOPE OF WORK

1. In brief the contractor will maintain hygienic conditions while cooking, serving the food to staff, patients etc. and will ensure the usage of material of specified brands only.

2. Sufficient no. of manpower is to be deployed in individual location so that good level of service is maintained, refill in buffet service timely done and tables were promptly cleaned.
3. The staff to be engaged in the BMT Ward, VIP dining room should be literate and able to read and understand the diet written in the pantry book and will be responsible to serve food (in trolley) to the patients on time in proper hygienic manner or as may be instructed by the Dietician.
4. The services to patients in BMT and Ward will start early morning till late in the night all days of the week as per the timings provided by the Dietician.
5. The food to be served in BMT and Ward should be in sterile condition and as per the instructions of the Dietician only.
6. The different types of diets served in the hospital to the patients are **full diets boiled diets, soft diets and liquid diets, High protein diet, anti—diarrheal diet, salt free diet, non-iodized salt, Ryles Tube**. The contractor will have to serve these diets according to the patient's requirements and recommendations in accordance with the **Doctor's/Dietician's** advice.
7. The coconut water will be served as the first feed in post-operative cases as instructed by the Dietician.
8. Healthy food option as listed in the annexure should be part of the menu for breakfast and evening snacks every day **in Officers' café**.

E) Penalty Clauses:

Financial Penalty will have levied for deficiency of services in the following circumstances.

Sl. No.	Deficiency of service	Penalty
1	For Non supply of item in the diet package for patient diet / Buffet diet for staff.	50% of the diet only will be paid if one item is deficient and if more than one item is deficient then the diet charges will be forfeited.
2	If an entire diet package meal for patient diet/ Buffet diet for staff is skipped.	Fine equivalent to the diet charge will be recovered / levied.
3	Man power deployed is less then the minimum number of 70 for 3 consecutive days or more	Rs. 1000/- person /day will be levied.
4	Non compliance of the prescribed Uniform during duty by Contractors manpower	Rs. 50/- person / day will be levied
5	Supply of expired readymade food items like juice, bread, milk, curd etc	Rs. 5000/- occasion
6	Supply/ storage of poor quality / rotten/ worm infested raw material	Rs. 5000/- occasion
7	Supply of stale food	Rs. 5000/- occasion
8	Non maintenance of hygienic standards in the kitchen	Rs. 5000/- occasion
9	Any other deficiency which will effect health of patient/ staff	As decided by the canteen committee / administration based on gravity of the deficiency.

F) PAYMENT CONDITIONS

1. The Contractor will submit the pre-receipted bills **along with supporting documents** in one original and one duplicate on 1st working day of every month in respect of claim for the preceding month. **The claim/ bill will be settled by the Centre after verification and its correctness within 30 working days.**
2. All bills should be submitted in one original and one duplicate on printed forms, duly signed, stamped and pre-receipted.
3. In case of any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 7th of every month.
4. Permissible taxes will be deducted from the bills and certificate will be issued by the Centre. Income tax as applicable will be deducted at source from your payment and certificate of deduction shall be issued to you by our Accounts Department.
5. All the dues (License Fees & Facility Charges, etc) to ACTREC must be paid and documentary proof to be submitted on time.
6. The monthly Bills for services provided by the vendor to be submitted with detailed number of beds served along with the log sheets duly signed by the respective authority along with all receipts of license fee & facility charges **etc.**

G) VALIDITY

The tender offer must remain valid at least for a period of 3 months from the date of the opening of the tender. The rates quoted by the contractor once accepted shall be valid for the entire period of contract.

H) COMMENCEMENT OF WORK

1. The Contractor 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 ACTREC 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.

I) CANCELLATION OF CONTRACT

1. Notwithstanding any other provisions made in the contract, the ACTREC reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the ACTREC shall be forfeited without any claim whatsoever on ACTREC.
3. All disputes relating to this tender can be legally resolved through courts in Navi Mumbai /Dist:-Raigad /Mumbai only.

Special and Important Instruction to be Noted by Each of The Bidder

1. **Payment** for official supplies on requisition shall be made on monthly basis where as for other supplies to staff will be regulated by token system. The supplies to in patients will be also paid by the institute on monthly on submission of the requisition / Diet book by the Dietician of the ward. The institute will also pay on monthly basis for those staff members who may give their letter of Authority for deduction for diet charges from monthly basis.
2. **Concession:** Limited Accommodation / Kitchen space for cooking and serving patients / staff without any charge duly equipped with necessary appliance and utensils.
 - a. Cafeteria fully furnished with utensils for the use of staff and canteen users.
 - b. Plates, Glass, Jugs serving utensils, Benmari etc. will be provided without extra and is returnable
 - c. Inventory control of the items put under the kitchens and canteen shall be the responsibility of the contractor and has to be be handed over with the same inventory at the time of closure of the contract. Shortage of any of the items will be recovered from the dues of the contractor. Same principal will be applied to Plates, spoon, glass, jugs, cutlery item and crockery may be given under the possession of the contractor.
3. The allotted space of Kitchen Area of PS(CRC) Building and RRS Building is approximate 2940 Sqft.=273 Sq.m. and license fee will be charged @Rs.940+18% GST per Sq.m. per month. The contractor has to pay license fees of Rs. 2,56,620/- plus 18% GST as applicable per month to ACTREC. The license fees shall be revised if any revision is prescribed by the Govt. and you unconditionally agreeing for this.
4. The facility charges per month of Rs. 25,000/- has to be paid by the vendor. The license fee & facility charges can be paid through Demand draft or NEFT in favor of TMC-ACTREC on or before in advance of 10th of due month.
5. Misuse of Water and Electricity will lead to penalty of Rs.500/- per incident (per day wise) towards the vendor.
6. The contractor has to pay the above charges before 7th of the coming month.
7. 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 Month
Upto 2,50,000	3750 up to one month
	7500 beyond one month
2,50,001-5,00,000	7500 up to one month
	15000 beyond one month
5,00,001-7,50,000	15000 up to one month
	30000 beyond one month
7,50,001-10,00,000	30000 up to one month
More than 10,00,000	60000/-

8. Penalty will be counted from the next day of last and due date of payment
9. Financial Penalty will levied for deficiency of services in the following circumstances.
10. Practices and conduct rules applicable to the staff in the campus shall be observed by the staff / workers and managers deployed by the contractor.
11. Regulations applicable for the entry in the campus and going out will be observed by the contractor staff.
12. The workers deployed by the contractor will be allowed to use the rooms for keeping their personal luggage and take rest during non-working hours. The space available is limited and additional requirement has to be arranged by the Contractor outside of the campus.
13. Every worker deployed by the contractor shall be subject to the medical fitness. Medical examination will be arranged and control by AMS according to norms of good health. Medication if needed for treatment in OPD of the workers shall be borne by the contractor on the free consultancy of the staff physician of the institute. Period medical examination i.e. 6 months for food handling staff of the contractor is mandatory. Treatment of ailments of kitchen staff is not the responsibility of the centre and staff who are sick are not to be deployed for duty by the contractor.
14. Every service boy/worker deployed for serving any of the items to the canteen user will have to wear the disposable hand gloves and wear the hair protection cap with uniform including acceptable footwear and use shoe covers at the time of the entry in the notified area of inpatients like ICU/OT etc.
15. Every person deployed by the contractor should be in uniform and should display the ID card while on duty and as when demanded.
16. Character and Antecedents verification report in respect of the each of the deployed workers shall be submitted by the contractor latest by _____ for perusal of the Administration on _____ and submit a report to GOI Department of Atomic Energy.
17. Contractor will be free to negotiate the rates for providing and serving special lunch/dinner/refreshment with the convener of the event from time to time but the contractor will have to consider the campus facilitate to give to special discounted rates for providing the services outside the canteen area in the campus. Subject to consultation of Dietician/ Kitchen Supervisor. Catering outside the campus by utilizing of campus facility is strictly not allowed.
18. Contractor is advised to take note of the above factors in mind while quoting for rates for charging limited/unlimited/items wise rates which should be **inclusive of GST.** Vendor should submit the bill with bifurcation/break up of GST which included in quoted rate. The Institute will reimburse /Pay the GST as applicable under Govt. rules to the contractor for remittance to the Govt. account on producing of proof/challans thereof. The contractor must submit GST challan copy of previous month/quarter with bills of every month. The Tax will be responsibility of the contractor and institute will be not responsibility for discharging the liability if arise.
19. Institute has reserved the right to accept/reject any of the bids in full or partial without assigning any reason thereof and award the work accordingly in the best interest of patients/staff/public.

ACCEPTANCE

I/We have read the General and Special Terms and Conditions of the contract given above. I /We agree to abide by them.

Signature of the bidder and seal

Name of Authorized Person

Address for Correspondence

Tel/ Mobile No.

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:

(To be executed on general Stamp Paper of Rs. 100)

AGREEMENT

Memorandum of agreement made on this _____ day of _____ between ACTREC-TMC and _____ having its registered office at _____ which expression shall include its successors / assignees hereinafter called the supplier of the one part. The ACTREC of Tata Memorial Centre (A Grant –in-Aid Institute Under the dept. of Atomic Energy, Govt. of India) which is a society incorporated under the Societies Registration Act 1860 having its registered office _____ represented by _____ on the authority of the Society on the second part.

WHEREAS the second party published notice inviting tenders for providing services at ACTREC, Kharghar, Navi Mumbai;

AND whereas, the first party applied / offered its offer in response of the notice invitation for tender and the offer whereas found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the supplier;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.
2. That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.
3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.
4. That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.
5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipments shall be provided by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.
6. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
7. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.
8. The second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.

9. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions of the personnel of the contractor deployed at ACTREC. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital.

IN WITNESS whereof, the first party contractor and the through its authorized representative has hereinto set his hands and Shri. _____, _____ for in and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Witness: 1. _____

2. _____

Second Party

Witness: 1. _____

2. _____

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 Centre, 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 been awarded contract to the Contractor for the running of staff/Patients canteen at **Advanced Centre for Treatment Research & Education In Cancer (ACTREC)** (Tata Memorial Centre), Sector-22, Kharghar, Navi Mumbai – 410 210, 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.

Schedule for Deployment of Required Manpower to Maintain the Functions of the Canteen Services at ACTREC

1. Working hours of the canteen 6.00 am to 22.00 pm every day with break for time for cleaning of the Kitchen and serving area.
2. Cooking of the items/preparation to serve to the in patients and staff members will be made separately in the space provided in the Kitchen by the trained separate cooks as per requirement.
(02 cooks along with 04 Assistants are suggested for cooking for patient's food & similar no for staff)

AREA-WISE MANPOWER REQUIREMENT

Sr. No.	Area	Manpower Required	Total Manpower
A)			
1	Doctors/Officers Cafeteria	1 Boy + 1 Service Boy	2
2	Staff Canteen	1 Boy + 1 Table Cleaner + 1 Service Boy	3
3	Patients' Canteen	1 Counter, 1 Table Cleaner / Services + 1 Service Boy	3
4	RRS Canteen	1 Counter + 1 Table Cleaner+ 1 Service Boy	3
5	RRU Canteen	1 Counter + 1 Table Cleaner	2
6	Delivery Boy	To Deliver Material to Various offices as per Requirement	2
7	CCE Building	1 Service Boy	1
B)			
8	BMT Unit and Wards	2 Ward Stewards	2
9	Ground floor Ward/ ICU	3 Ward Stewards	3
10	Shanti Sadan	1 Ward Stewards	1
11	Hemato Ward	2 Ward Stewards	2
12	CRI (Café Raga)	1 Helper + 1 Delivery Boy	2
13	RRS	5 Ward Stewards	5
14	RRU	3 Ward Stewards	3
15	Jussawala Shodhika	2 Ward Stewards	2
16	Asha Niwas	4 Ward Stewards	4
17	Shivshankar	2 Delivery Boys	2
18	Proton Therapy Centre	1 Helper + 1 Delivery Boy	2
C)			
19	Patients' Kitchen	1 Head Cook, 2 Asst. Cook, 1 helper	4
20	Staff kitchen	1 Head Cook, 2 Asst. Cook, 1 Helper, 1 Tea Maker	5
21	Pre-cooking Area	4 Kitchen Helpers	4
D)			
22	PS Canteen Plate Wash	2 Plate Washing	2
23	RRS Plate Wash	1 Plate Wash	1
24	RRU Plate Wash	1 Plate Wash	1
25	Kitchen utility cleaner (pot Wash)	3 Cleaners	3
26	Cashier	3 Nos.	3
27	Supervisors	3 Nos.	3
TOTAL			70

NOTE: Contract Manpower staff for these canteen services has to be supplied by vendor at his own cost and risk. Further his stay requirement is to be arranged by the contractor outside the campus at his own cost and risk.