

Providing Food & cafeteria services to patients, relatives and staff by setting up related infrastructure in existing designated area at ACTREC,  
Kharghar, Navi Mumbai.

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

Administration Section, 3<sup>rd</sup> Floor  
**Paymaster Shodhika,**

**ACTREC**

**Website – [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE)**



**Name of the work:**

**Turn key**

- Development of a Central Kitchen at Paymaster Shodhika, Ground Floor.
- Development of serving kitchen at Haematolymphoid and Women and Children Centre (HWCC)
- Development of serving kitchen at Asha Nivas.
- Development of cafeterias at Haematolymphoid and Women and Children Centre (HWCC) and Asha Nivas.

**Food and beverages Services Scope**

- Serving of predefined dietary food to inpatients
- Serving food at major cafeterias :
  - a) Paymaster Shodhika Cafeteria
  - b) Haematolymphoid and Women and Children Centre (HWCC) Cafeteria
  - c) Asha Nivas
  - d) Radiological Research Unit
- Serving food at minor cafeterias :
  - a) KhanolkarShodhika
  - b) Proton Beam Therapy
  - c) Morgan Stanley patientwaiting area Cafeteria, CRC
  - d) Centre for Cancer Epidemiology (CCE)

**NIT No. TMC/ACTREC/Admin./Cafeteria 300 /2022 dated 18/ 01 /2022**

**Contact details: 022 2740/6873 5162, 022 0740/6873 5020  
Email: [sao@actrec.gov.in](mailto:sao@actrec.gov.in)**

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## NOTICE INVITING E-TENDER

	<b>NIT No. : TMC/ACTREC/admin/Cafeteria/ 300 /2022 Dt. 18 /01 /2022</b>
	<b><u>Turnkey</u></b>
	<p><b>Development of a Central Kitchen at Paymaster Shodhika, Ground Floor.</b>  <b>Development of serving kitchen at Haematolymphoid and Women and Children Centre (HWCC)</b>  <b>Development of serving kitchen at Asha Nivas.</b>  <b>Development of cafeterias at Haematolymphoid and Women and Children Centre (HWCC) and Asha Nivas.</b></p>
	<b><u>Food and beverages Services Scope</u></b>
1.	<p><b>Serving of patients diets to inpatients</b></p> <p><b>Serving food at major cafeterias :</b></p> <p style="margin-left: 40px;">a) <b>Paymaster Shodhika Cafeteria</b>  b) <b>Haematolymphoid and Women and Children Centre (HWCC) Cafeteria</b>  c) <b>Asha Nivas</b>  d) <b>Radiological Research Unit</b></p> <p><b>Serving food at minor cafeterias :</b></p> <p style="margin-left: 40px;">a) <b>Khanolkar Shodhika</b>  b) <b>Proton Beam Therapy</b>  c) <b>Morgan Stanley patient waiting area Cafeteria, CRC</b>  d) <b>Centre for Cancer Epidemiology (CCE)</b></p>
2.	<p><b>EMD : Rs. 9,000,00/- in the form of demand draft or Fixed deposit receipt drawn in favor of 'Tata Memorial Centre – ACTREC'. To be submitted in a separate envelope along with Technical Bid.</b></p> <p><b>NIL against submission of BID Security declaration as per format given in Annexure C. For bidders registered in Micro and Small Enterprises (MSEs).</b></p>
3.	<p>Cafeteria service Period: <b>5 (Five) Years</b> initially from date of awarding Tender.</p> <p><b>(1<sup>st</sup> April, 2022 to 31<sup>st</sup> March, 2027)</b></p>
4.	Tender Processing Fees: As per guidelines on the website plus Goods and Services Tax.
5.	Security Deposit (SD): Security deposit will be deducted at 2.5% of monthly (running account bill) billing value and will be retained for 6 months. SD will be returned on maturity without any interest.

6.	Performance Guarantee: Minimum Rs. 13,50,000/- and will be charged based on annual turnover. Only upward revision is applicable. PG will be returned on completion of entire work without interest subject to completion certificate.
7.	Availability of Tender for view and download: From: <b>18/01/2022 (3.00 pm onwards) to 07/02/2022 (3.00 pm )</b> on <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . Tender is also available at <a href="http://www.ACTREC.gov.in">www.ACTREC.gov.in</a> for viewing purpose only.
8.	Last date of Submission of pre-bid queries: The queries for pre-bid should be submitted on line on or before <b>24/01/2022 by 11.00 am</b> . Prebid queries also be forwarded to <a href="mailto:mshaikh@actrec.gov.in">mshaikh@actrec.gov.in</a> or <a href="mailto:office.sao@actrec.gov.in">office.sao@actrec.gov.in</a> . Contact Nos: 022 2740/6873 5511, 022 0740/6873 5020.
9.	<b>Date of Pre-Bid meeting: On 28/01/2022 from 2.pm onwards in KS 331 B Seminar Room, Khanolkar Shodhika, ACTREC, Kharghar, Navi Mumbai 410210.</b>
10.	Validity Of Tender: 180 days from the date of opening of the Technical bid.
11.	Closing of online submission of Tender: <b>07/ 02 /2022 up to (15.00 hrs.)</b>
12.	Online opening of Technical Bid: On <b>08/02/2022</b> (15.30 hrs.)
13.	Online opening of Financial Bid: Will be informed to the technically qualified bidders at later date.
14.	Last date of receipt of Original DD/FDR/BG & Technical bid documents etc. i.e. <b>07/02/2022</b> up to (15.00 hrs.) in the office of (PS 335) Senior Administrative officer, ACTREC, Kharghar, Navi Mumbai-410210

## **Introduction**

The Advanced Centre for Treatment, Research and Education in Cancer (ACTREC) is the state-of-the-art R&D satellite unit of the Tata Memorial Centre (TMC). ACTREC has the mandate to function as a national centre for treatment, research and education in cancer. TMC is an autonomous grant-in-aid institution of the Department of Atomic Energy (DAE), Government of India.

ACTREC comprises of 2 arms - one for basic research and another for clinical research. ACTREC currently is a 120-bedded hospital fully equipped with state-of-the-art diagnostic and therapeutic facilities. The hospital is in an expansion mode with the bed number expected to expand to 500+ beds in the next 6 months and eventually will reach a capacity of approximate 930 in the 3 – 4 years. With this expansion there will also be a significant increase of outpatient traffic and proportionate increase in number of various categories of staff.

## **Turn key**

- **Development of a Central Kitchen at Paymaster Shodhika, Ground Floor.**
- **Development of serving kitchen at Haematolymphoid and Women and Children Centre (HWCC)**
- **Development of serving kitchen at Asha Nivas.**
- **Development of cafeterias at Haematolymphoid and Women and Children Centre (HWCC) and Asha Nivas.**

## **Food and beverages Service Scope**

- **Serving of patients diets to inpatients**
- **Serving food at major cafeterias :**
  - a) **Paymaster Shodhika Cafeteria**
  - b) **Haematolymphoid and Women and Children Centre (HWCC) Cafeteria**
  - c) **Asha Nivas**
  - d) **Radiological Research Unit**
- **Serving food at minor cafeterias :**
  - a) **Khanolkar Shodhika**
  - b) **Proton Beam Therapy**
  - c) **Morgan Stanley patient waiting area Cafeteria, CRC**
  - d) **Centre for Cancer Epidemiology (CCE)**

## **TURNKEY SCOPE**

### **1. Development of a Central Kitchen at Paymaster Shodhika, CRC.**

Currently the hospital has kitchen and along with its related service occupies 2500 sq.ft area. This is operational with 3 cooking bays and takes care of the existing inpatient diet and prepares food for a single cafeteria used by patients and staff. The kitchen space is adequate only for the current work load. Also the equipment have served their time and need to be replaced. With significant expansion as mentioned before, the central kitchen will have to be expanded to an area of 3500 sq.ft, with a provision to expand further to an additional 1000 sq.ft as per the future needs and requirement.

All the aging equipments need to be replaced with new units. The scope of the turnkey will include the following:

1. Planning for a Central kitchen which will serve Inpatient diets, Asha Nivas hostel occupants' diet and serves 4 major and 4 minor cafeterias. To take professional expertise/ consultancy for developing adequate kitchen space in given area if in-house expertise is not available.
2. Civil repairs/ modification/revamping and finishing as per the proposed new kitchen design by the bidder in the designated areas.
3. Rearrangement of electrical outlets, overall plumbing and drainage systems as per the new design.
4. Revamping of fume hood/ ventilation system as per the new design.
5. Replacement of all the preparation, storage, fume hoods, cooking equipments with new units.
6. Design of new kitchen should comply with latest technology for energy optimization.
7. Kitchen design should ensure scalability for further expansion without compromising on efficiency and functions.

### **2. Development of Serving kitchen in Haematolymphoid and Women and Children Centre (HWCC).**

As it is a new facility, the turnkey will include new equipments, fume hoods and any other item for efficient functioning and energy saving. This serving kitchen will serve meals to patients and staff in the adjoining cafeteria which can caters up to 180 persons at a time.

The scope will be to develop a serving kitchen for the new hospital facility with necessary infrastructure in a space of 748sq.ft including the following:

1. Counters for distribution of food to the adjoining cafeteria.
2. Main course food preparations will be prepared in the central kitchen (Paymaster Shodhika). However provision should be made to keep and serve the food warm in the cafeteria.
3. Facility to prepare tawa dishes (dosa/ paratha), eggs made as per order, idlis and deep-fried items and other quick snacks such Chat etc.
4. Facility to prepare hot beverages (Coffee/ tea/ others)

5. Facility to keep hot and serve pre-made bakery items.
6. Cold storage facility of appropriate temperature range for keeping ice creams/ pastries and cold beverages.
7. Plate washing and storage.
8. Small pot/ vessels washing and storage.
9. Store room for keeping material.
10. Office space for Kitchen Supervisor.
11. Provide proper hand wash area.
12. To develop proper plumbing and drainage system and fume hood/ventilation.

### **3. Development of Cafeteria at Haematolymphoid and Women and Children Centre (HWCC).**

HWCC will have a cafeteria in the ground floor of the building to cater to patients and staff members. The space available will be approximately 4041 sq.ft and can cater to 180persons at a time (140 in the general cafeteria space and 40 in special enclosed area for VIP's and higher ranked officers.) The main bulk food will be prepared in the central kitchen (Paymaster Shodhika) and hot tawa preparations, hot beverages and bakery items will be served from the adjoining serving kitchen. (referred to above 748 sq.ft area).

Following infrastructure for cafeteria will be developed by the bidder as a turnkey project:

1. Interior designing of the projected cafeteria space including additional lighting, fans, beautification etc.
2. Separate private eating space for doctors within the available cafeteria (40 seats). A dedicated area shall be partition using sturdy translucent glass and this area is meant for senior officials, VIP guests and dignitaries with a maximum capacity of 40.
3. Development of hand wash areas.
4. The existing false ceiling may be replaced with an exclusive thematic false ceiling as per design requirements if required.
5. Alteration in existing interiors is allowed without touching structural parts to improve the looks.
6. To enhance the appearance, alteration to the existing interiors is allowed only so long as it does not affect / damage the structural parts and integrity.
7. Installation of the required capacity of the water purifier shall be in the scope.
8. The wall may be decorated with inspirational paintings.

#### **4. Development of serving kitchen at Asha Nivas.**

Asha Nivas is a newly built patient residential hostel with a capacity to accommodate up to 300 patients and one attendant per patient (all meals – maximum for 650 people). Main food preparation will be in the Central kitchen (Paymaster Shodhika) and food will be served through this serving kitchen proposed under the turnkey. As occupants of Asha Nivas are patients and their attendants either on a short term or long term stay during treatment, the type of food should be simple, wholesome, homely and nutritious at a very economical price point. As it is a new facility, the turnkey for the serving kitchen will include new equipments, fume hoods and any other items for efficient functioning and services. This serving kitchen is expected to serve meals to a maximum of 650 patients and their attendants in the adjoining cafeteria (s) in various atriums (located on every even floor of Asha Nivas). The scope will be to develop a serving kitchen with the necessary infrastructure in a space of about 882 sq.ft for the Asha Nivas residents and staff. Following are the specifications:

1. Counter for the distribution of food to the adjoining cafeteria and buffet style serving in two designated locations (atrium) inside the building premises.
2. Counter for distribution of food to the adjoining cafeteria.
3. Food preparation is to be done in the central kitchen located at Paymaster Shodhika however facility to be made to keep prepared food warm.
4. Facility to prepare hot beverages (Coffee/ tea/ others)
5. Facility to keep hot and serve pre-made bakery items.
6. Cold storage facility of appropriate temperature range for keeping ice creams/ pastries and cold beverages.
7. Plate washing and storage.
8. Small pot/ vessels washing and storage.
9. Store room for keeping material.
10. Office space for Kitchen Supervisor.
11. Provide proper hand wash area.
12. To develop proper plumbing and drainage system and fume hood/ventilation.

#### **5. Development of cafeteria at Asha Nivas:**

The Cafeteria is to be developed in the Asha Niwas building with all necessary interiors, facilities and required infrastructure for seating area spread across approx 2162 sq.fts. (Asha Nivas Kitchen Area : 882 sq fts, Dinning Area : 2162 sq fts.

1. Seating arrangement for a maximum of 100 persons in the adjoining cafeteria.
2. Community heavy duty table and chair arrangement to be done.
3. Refer to other general compliances listed below.

**General compliances for all locations as per applicability.**

1. If the present existing infrastructure needs few modifications within the designated area, bidders can execute modification works with written permission from competent authority with suitable reasons and requirements. While executing modification works, there should not be any change in the external façade, elevation of the building, no structural components/integrity shall be damaged and work should be limited to an internal brick wall, plaster, flooring etc. **The cost of carrying out such modification works shall be at risk & cost of the Bidder.**
2. A KWH meter is to be provided to monitor power consumption and suitably compensated every month for Centralized Kitchen and other eatery locations.
3. Total electrical load to be calculated considering all the services.
4. The existing power panel provided for Kitchen/serving kitchen and cafeteria services to be assessed. Additional power requirements may be accomplished by laying an additional cable from a nearby electrical substation/LT panel room, including installing suitable panels, DBs and other needed switchgears this as may be required shall be the responsibility of the agency.
5. Sufficient no. of power points for electrical food appliances, equipments, hoods, internal lighting etc. shall be planned.
6. Additional cabling and wiring are to be carried out by the agency as per requirement.
7. The agency will provide suitable lighting and power points for the ventilation system, various cooking/storage equipments, digital display boards, entertainment gadgets, etc.
8. Low voltage services such as LAN, CCTV and telephone etc. to be adequately planned for better communication and security purposes.
9. Changes in Air-conditioning system may be done if required.
10. Suitable Ventilation and exhaust system to be designed according to the latest applicable (National Fire Protection Association) NFPA norms and other applicable safety guidelines.
11. The exhaust and fresh air ducts shall be taken up to the terrace and thrown into the outside atmosphere as per norms laid down by the Pollution Control Board of State and Local statutory departments as may be the case.
12. If Bidder opts to install an LPG-based cooking system, necessary permission/license, the cost for maintaining the system Pipelines, installation of Gas Bank, etc., shall be in their scope.
13. If desired, the ventilation system may also be extended up to other areas and design should include this. ACTREC has provided a primary fire alarm and firefighting system complying with the latest NFPA norms. Suitable modification, alteration, or addition is allowed and the overall system is to be kept compatible with the existing system.

- 14. All necessary preventive, scheduled, breakdown maintenance of the complete set up (Infrastructural and all kinds of equipment/devices/gadgets etc.) is to be done by the Bidder and TMC-ACTREC will not bear any of these costs during tenure of the contract.**
- 15. Considering the importance and quantum of work, comprehensive planning is to be done with the help of eligible Architects and MEP (Mechanical, Electrical & Plumbing) consultants. Agency will have to submit an entire plan of action in all respect for prior approval before execution.**
16. If a competent in-house design team is not available, the Bidder should appoint a reputed registered Interior Designer and MEP consultant for designing premium Cafeteria & Kitchens. Infrastructure is to be developed as per the latest NFPA norms and other applicable guidelines for setting up the requisite infrastructure.
17. Utensil cleaning area to be efficiently designed by using existing drainage system with dedicated fat trap system.
18. Rest room/change room for kitchen staff to be maintained hygienically.
19. Existing toilet block in central kitchen (Paymaster Shodhika) to be improvised .
20. Entire walls to finished with full height dado tiles etc. Painting to be done wherever dado tiling is not needed/possible.
21. Selection of new kitchen equipments shall be energy saving, environmentally friendly with the best of Industry standards.
22. Kitchen waste shall be disposed to the biogas plant. Garbage disposal is to be done as per the center's standard practice. Record is to be kept for bio-gas utilization and organic waste produced in the kitchen. Charges levied for the usage of Biogas provided by ACTREC will be recovered as per prescribed rates.
23. If bidder opts to install an LPG-based cooking system, necessary permission/license, the cost for maintaining the system, pipelines, installation of Gas Bank etc. shall be in the bidders' scope.
24. Nicely designed functional billing counters for all cafeterias and eateries with networking and communication points (PowerPoint, LAN, Telephone points to be considered).
25. Fire alarm and firefighting systems to be modified/ re-arranged as may be the case complying NFPA standards.
26. Filtered water to be ensured for utilization by installing adequate filtering system.
27. Other eatery areas (CRI, CCE, Morgan Stanley Patients waiting area cafeteria, RRU) are not primarily considered for turn-key modifications except for the deployment of storage and serving equipments (Cutlery, Crockery & Bain Maries). Details for the same follows ahead.
28. Any other such requirement to be exercised in consultation with ACTREC.

## **Food and beverages Service Scope**

### **1) Serving of predefined dietary food to inpatients.**

The inpatients need to be provided with nutritious diet as prescribed by the Dieticians which includes normal full balanced diets and special diet like BMT diet, clear liquid diet, semi-solid (soft) diet, Diabetic diet etc. as detailed in the **Annexure A**. Patient diet will be prepared in the Central kitchen (Paymaster Shodhika) and distributed to patients in the wards, ICU, BMT etc. located in 4 hospital building (Paymaster Shodhika, Jussawalla Shodhika, Haematolymphoid and Women and Children Centre (HWCC), Radiological Research Unit (RRU). Patient number will be approximately 350 and will vary as per the occupancy.

### **2) Serving food at major cafeterias:**

- a) **Paymaster Shodhika Cafeteria**
- b) **HWCC Cafeteria**
- c) **Asha Nivas**
- d) **Radiological Research Unit**

- a) Paymaster Shodhika Cafeteria with seating capacity of about 116. will cater to patients, staff and visitors. As this cafeteria will be located adjacent to the Central kitchen, the bulk food as well as hot tawa preparation and beverages will be prepared in the Central kitchen itself.
- b) HWCC cafeteria with a seating capacity of 180 and developed through turnkey project within the scope of this tender. This cafeteria will cater to Patients and staff. The bulk food for this cafeteria will be prepared in the Central kitchen and the Hot tawa preparations and hot beverages will be from the adjoining serving kitchen.
- c) Asha Nivas is newly built patient residential hostel with seating capacity of 650 (consisting of maximum 300 patients with at least one attendant per patient) on short term/long term stay for their treatment. The occupants will enroll for the food service and will be served with breakfast, lunch, evening coffee/tea with a snack and dinner. The bulk food will be prepared in the central kitchen (Paymaster Shodhika) and hot tawa preparations and hot beverages will be served from serving kitchen located adjacent to the cafeteria. Additional cafeteria arrangement can be made in two of the atriums inside building as and when required based on occupancy.
- d) RRU cafeteria with seating capacity of about 68 with bulk food prepared at the main Central kitchen (Paymaster Shodhika). A serving counter is to be developed to serve hot food in this cafeteria along with cold storage requirements.

### **3. Serving food at minor cafeterias:**

Minor cafeteria consists of a food kiosk which serves light snacks, bakery items along with hot and cold beverages. There will be small sit-down / stand-in eating space adjacent to the kiosks and will be utilized by patient, staff and students. The kiosks will be located in the following buildings:

- a) **CRI – Khanolkar Shodhika**
- b) **Hadron proton therapy building**
- c) **Morgan Stanley Patients waiting area Cafeteria- adjoining Paymaster Shodhika building**
- d) **Centre for Cancer Epidemiology (CCE) building.**

#### **Catering for events:**

Being an academic and Research Centre, ACTREC from time to time will host small and large conferences. The bidder if requested by the organizers is expected to provide catering to such conferences. Further there will be meetings with small numbers of visiting dignitaries for which the bidder is expected to provide special lunch/ dinner/ high tea.

## INFORMATION AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING

### GUIDELINES FOR E-TENDERING:-

- a. 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.
- b. The information and instruction for bidders along with Technical bid, financial bids etc. posted on website shall form part of the bid document.
- c. The tender documents as uploaded can be viewed and downloaded free of cost by anyone including the intending bidder. However, for participating in 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.
- d. While checking tender in tender free view following message will reflect. Documents downloaded from here cannot be used for bid submission. To submit your bid, first register (if new) in [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE).
- e. The excel sheets if any accompanied with technical bid and financial bid shall be filled up uploaded within due date of submission.
- f. The PDF document available in website is part of tender document if directed to refer so.
- g. The tender i.e. Technical Bid & Financial Bid shall be submitted on the website [www.tenderwizard.com](http://www.tenderwizard.com) electronically as well as in hardcopy for Technical & Financial Bid before due date & time is mandatory. Separate super scribed envelope to be submitted for Financial as well as Technical Bid.
- h. The agency must ensure downloading of excel sheets in which the columns meant for filling up data / rates appears in yellow colour and the moment the data / rates are entered, it turns sky blue.
- i. The agency must select appropriate class of trade as mentioned in the Tender Notification displayed on E- Portal. If any other class of Trade is selected then the agency will not be able to view/download the tender documents.
- j. It is mandatory for all the applicants to have **class-III digital signature certificate** from any of the licensed Certifying Agency to participate in e-tendering.

k. In or

l. 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**.

l. It is to be noted that for new registration to **www.tenderwizard.com/DAE** it takes about **24 hours for registration**.

m. For Registration and getting the Digital Signature Certificate and e-tender participation manuals kindly visit the link "www.tenderwizard.com/DAE > Help/Download> Generals. In this link all detailed help manuals are uploaded in the website.

n. The registration shall be done by paying an annual registration fees to **M/s ITI Ltd** 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 Tender Wizard Person **Mr Rudresh Shabadi Mobile 9969395522**, e-mail: [rudresh.ks@etenderwizard.com](mailto:rudresh.ks@etenderwizard.com) OR **Mr Mrutyunjaya Mahapatra Mobile: 9969313423** Email: id [mrutyunjaya.m@etenderwizard.com](mailto:mrutyunjaya.m@etenderwizard.com) OR [daehelpdesk@etenderwizard.com](mailto:daehelpdesk@etenderwizard.com) **08040482100** OR **08045982100** kindly visit [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE) > **Contact Us Page** or **Click on Contact Us Link: <https://www.tenderwizard.in/ROOTAPP/Mobility/index.html?dc=encGSn9VSKFNNzvNqUO3xgA==#/contactUs>**

o. The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other project of ACTREC / DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.

p. . The services for e-tendering in ACTREC / DAE is provided by M/s ITI Ltd., Tender wizard Helpdesk C-62, 2nd floor, Preet Vihar, Opp. to Metro Pillar No. – 79 New Delhi – 110092 Fax No: 91-11-46061763 Ph No: 011-49424365, or **Mumbai Helpdesk Rudresh Shabadi. Mobile 9969395522, Mr Mrutyunjaya Mahapatra Mobile: 9969313423** Email: id [mrutyunjaya.m@etenderwizard.com](mailto:mrutyunjaya.m@etenderwizard.com), e- mail [daehelpdesk@etenderwizard.com](mailto:daehelpdesk@etenderwizard.com)

q. The excel sheets comprising of technical bid and financial bid and other documents shall be uploaded online in the prescribed format (JPG or PDF) before the date and time as mentioned in e-tender portal. No other mode of submission is acceptable.

r. 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.

s. If the agency found ineligible, after opening of prequalification / technical bid his tender shall become invalid and processing fees shall not be refunded.

t. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. ACTREC, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

u. 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 ACTREC shall be final and binding on bidders.

v. In case of any problem with the submission of the tender, the tenderer may take the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.

w. The tenderer are advised to submit the hard copies towards Tender Document and other related 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.***

x. Desirous bidders may download Tender document from the web site <http://ACTREC.gov.in> for viewing only. However they can download complete tender from the website [www.tenderwizard.com](http://www.tenderwizard.com) on requisite payment to ITI Ltd.

y. If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in ACTREC. ACTREC reserves the right to use in-house information to verify the particulars furnished by the tenderer and assess the capability of the tenderer independently.

z. ACTREC shall not be responsible for any cost or expenses incurred by the tenderer in connection with the Preparation or delivery of bids, including costs and expenses related with visits to the worksite.

**aa.** Please note that to enter ACTREC premises; photo-identity (passport, driving license, voter's I-card, and Employer's I-card etc.) is a must.

**Ab.** The acceptance of a tender will rest with Director ACTREC, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason. Also he reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

## **Eligibility Criteria**

The Bidder should have a minimum of 10 years of experience in running a Cafeteria in a 5 Star Hotel or 10 years of experience in in-flight catering in National / International Air lines. Suitable documentary evidence (Work order/ Purchase order) in the form of a letter from the concerned Hotel or Airline/s currently being serviced should be submitted along with the tender documents confirming to below;

Three (3) orders with similar scope of work having serving capacity of minimum 800 meal packages per day.

OR

Two (2) orders with similar scope of work having serving capacity of minimum 1200 meal packages per day.

OR

One (1) order with similar scope of work having serving capacity of minimum 2000 meal packages per day.

Experience held at large educational Institution/Government Organization of similar scope of work is desirable with supportive certificates (Annexure C).

Note: Orders requested above should be not older than the past 11 years counting from the date of submission of the tender. Ongoing works can also be mentioned.

AND

1. Production units must have ISO 22000:2005 Certification preferably with HACCAP certification
2. Details of man power in terms of their number, designation and shifts wise deployment in Cafeteria/Eatery must be provided. Organization chart to be provided.
3. Bidder should have its kitchen within the Mumbai Metropolitan Region (MMR) for offsite cooking requirements (Additional food items, bakery, patisserie, confectionery etc.)
4. Latest Bank Solvency Certificate of minimum 180 lakhs.

## TERMS AND CONDITIONS

1. Each Bidder must himself make aware of the conditions under which the services are to be performed before submitting the tender. Bidder should carefully examine all the information as may be furnished in writing and should fully be conversant with all existing conditions, limitations and Central/State Government, Local Body Regulations, etc. Agency to make site visit to understand total scope of work.
2. If a firm quotes 'NIL' charges/consideration, the bid shall be treated as unresponsive and is liable to be rejected. Compliance report on technical bids should be explicit. If in the Bid prices for items are not quoted it will be presumed that quoted price includes the costs of those items. If a firm quotes "NIL" charges/consideration, the bid shall be treated as unresponsive and will not be considered.
3. Bidders are also required to sign each page of Tender Document of Bid along with the Price Quotation.
4. No subsidy will be given over the quoted rates.
5. The price of the quoted items shall be firm during first two years of contract. However, price escalation up to 5% on basic rates can be considered at every two years of interval on items, as per recommendations of the canteen committee.
6. **License Fee Charges @ Rs.5,06,315/- per month + 18% GST which could be more or less and shall be paid by the contractor on or before 5<sup>th</sup> of the following month. i.e. License fee will be charged @ Rs. 488 + GST per sq.m. per month to be extend of area being allotted for running this facility.**
7. The tenders shall be valid for 180 days from the date of opening of the Tender.
8. The bidder should use food grade serving cutlery for Food Stuffs, Cold Drinks, Beverages, etc. Wherever disposables are provided, environmentally friendly material should be used.
9. The Bidder while quoting the rates should bear in mind that the food to be supplied should be freshly prepared and of the best quality for all categories.
10. Bidders are required to submit the tender in the Excel format on a CD along with the tender. Bidders are required to submit a hard copy of the same duly signed on each page of the form of the tender. The information provided in the hard copy shall prevail if there is a discrepancy between the hard and soft copies.
11. The Bidder shall not bring or cook in the Cafeteria /Eatery any beef or pork preparation or permit for the skinning of any animal within the Hospital premises.
12. It will be the responsibility of the Bidder to make available adequate quantity of glass tumblers at all times in the Cafeteria/Eatery at his own cost for drinking water services.
13. The TMC-ACTREC management shall appoint a Cafeteria/Eatery Supervisor for the purpose of supervising, the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The Cafeteria/Eatery Supervisor shall have access at all times to the kitchen of the Cafeteria/Eatery, or

to any part of the Cafeteria/Eatery, for inspection.

- 14.**The Bidder shall allow the officials of the TMC-ACTREC to enter the Cafeteria/Eatery in order to inspect and execute any structural additions and alterations or repairs to the said Cafeteria/Eatery premises, repairs to electric, water and sanitary installations found necessary from time to time with the mutual convenience of both the parties.
- 15.**The TMC-ACTREC 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/Eatery by the Bidder.
- 16.** There shall be review of the performance of the contractor through regular inspection visit by a committee at least once in a month. The bidder shall allow the officials of ACTREC to enter the Kitchen, Cafeteria and Eateries for inspection.
- 17.**It will be the sole responsibility of the Bidder to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:
  - xx. Employment of Children Act
  - xxi. Workmen compensation Act
  - xxii. Employment of Labor/ Contract Labor Act
  - xxiii. Industrial Employment Act
  - xxiv. Contract labor Abolition and Regulation Act 1970
  - xxv. Minimum Wages Act
  - xxvi. Employee Provident Fund Act
  - xxvii. Any other act or legislation which may govern the nature of the contract.
  - xxviii. Any other law or act or rule as may be enforced from time to time and made applicable to the workmen/supervisor/other persons as may be deployed by the Bidder for carrying out the assigned jobs including and not limited to the use of skilled, semi-skilled or unskilled workers.
- 18.**The bidders are required to fill in the rates legibly preferably typed against each item of the schedule. Only one rate should be filled in against each item. Erasures and correction in figures without the Bidder's initials will tend the Tender, liable for rejection.
- 19.**The Bidders must fill in the tenders strictly in conformity with the instructions given with the schedule, failing which, their tenders are liable to be rejected.
- 20.**Food transportation in a controlled environment from food production site to various locations within the ACTREC shall be provided by the bidder.
- 21.**On site visit to the Production Site of the Bidder will be carried out for on-site technical inspection to assess the workmanship, production set up, and transportation mechanism etc. before technically accepting Bidders technical quote.

**22.**The contract shall be initially for five years and further extension of Two years (On Satisfactory Performance) will be at the discretion of Competent Authority on mutual agreement.

**23.The Director, (ACTREC) reserves right to:-**

- a) Reject any or all of the tenders without assigning any reason at any stage.
- b) Reject at his sole discretion all or any of the tenders without assigning any reason for the same.  
The bidders must fill in the tenders strictly in conformity with the instructions given with the schedule.
- c) Reject offer if found incomplete with regard to the required information regarding scope of work
- d) Terminate the contract without assigning any reason with one month's notice to the bidder.

**24.Instructions for submission of tender:-**

- a) Bidders shall offer their quotation in the prescribed tender forms, in figures as well as in words. Erasures or corrections in figures without Bidder's initials will render liable for rejection. Amount in tenders expressed **in word** will be deemed to be correct even if the figures are incorrect or overwritten.
- b) Technical and Financial Bid should be submitted in a separate envelopes.
- c) The Bidders should visit the site at their own cost and get acquainted with the work load involved, facilities and other details including the volume of business. TMC-ACTREC will not be responsible for any misinterpretation on part of the bidder.

**25. Criteria for confirming Lowest 1 bidder:-**

**The basis of evaluation of tenders of financial bids would be based on the following parameters for consideration of L1.**

**1. Lunch and Dinner meals – 45 %**

(The rate quoted for vegetarian lunch (Veg General) limited, Special Meals for Asha Nivas Occupants (Packaged Meals), Non veg general, Mini Veg Lunch, Mini Non-Veg, vegetarian lunch Unlimited, Special Veg Lunch would be average on the proportionate as given below :

- a) Vegetarian lunch/Dinner (Veg General) limited 40 %  
Annexure B, (D)
- b) Special Meals for Asha Nivas Occupants (Packaged Meals) 20 %  
Annexure B, (J)
- c) Vegetarian lunch/Dinner Unlimited, 10 %  
Annexure B, (E)
- d) Non veg general Lunch/Dinner, 15 %  
Annexure B, (F)
- e) Mini Veg Lunch/Dinner, 5 %  
Annexure B, (G)
- f) Mini Non-Veg Lunch/Dinner, 5 %  
Annexure B, (H)
- g) Special Veg Lunch/Dinner, 5 %  
Annexure B, (I)

**2. Patients Diet – Full Day Diets : 30 %**

(As indicated in Sr. No. 1 to 3 of Annexure A)

Average rate quoted for patient diet will be calculated on the proportionate as below.

- a) Full Day General Diet for Patients – 50 %  
Annexure A (1)
- b) Naso gastric Tube feeds/ Oral liquid Feeds – 30 %  
Annexure A (3)
- c) Special Diet for Patients (BMT) – 20 %  
Annexure A (2)

### **3. Breakfast /Snacks items :- 15 %**

(As indicated in Sr. No. A to C of Annexure B)

- a) Average rate of the entire individual item specified in the tender in terms of Quality & Quantity. 80 %
- b) Unlimited breakfast 20 % (Sr. No. B 28 of Annexure B)

### **4. Hot Beverages like Tea / Coffee and Milk etc.:- 10 %**

Average rate quoted of Tea, Coffee, Juices etc. as specified in the tender in terms of Quality & Quantity from Sr.No (A) 1 to 3 Annexure B

If the rates are the same including all the above parameters, then a fresh financial bid from the above tenderers will be requested again.

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### **26. Following Documents to be submitted with the Technical Bid.**

- a. Documents as mentioned in eligibility criteria.
- b. Documentary proof of at **least one ongoing contracts** with similar scope of work with contract value.
- c. Average turnover of Rs.2,25,00,000/-certified by CA.
- d. ISO 22000:2005 Certification preferably with HACCAP certification.
- e. Details of man power in terms of their number, designation and shifts wise deployment in Cafeteria/Eatery must be provided. Organization chart to be provided.
- f. Documentary proof that the bidder has its own kitchen for running the required services, if the Central Kitchen at ACTREC is non-functional.**
- g. Name and address with their residential addresses, email and telephone no., Mobile Nos of Proprietor and all Partners/ Directors of the firm
- h. GST Registration Certificate of Bidder.
- i. Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable.
- j. Copy of the HCCAP, FSSAI ISO & FDA License wherever applicable.
- k. "No Conviction" certificate from FDA Maharashtra where applicable.
- l. Latest performance certificate from FDA Maharashtra.
- m. Trade License from Municipal Authority
- n. NOC from Municipality for conducting the business
- o. Testimonials in respect of previous three experience
- p. NOC –copy of Maharashtra Pollution Control Board wherever applicable.

- q. Net Worth certificate from CA. Min 15% of Amount put to tender,
- r. Copy of ESIC No.
- s. Copies of Employer P.F. Account No. & individual employee's P.F. Account no.
- t. Last 3 years Income Tax Return duly acknowledged.
- u. Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant (provisional Balance Sheet will not be accepted)
- v. Copy of Certificate of License contract issued by Central Labor Commissioner
- w. Fire certificate from Appropriate Authority
- x. Details and certificates from places where the Bidder is presently carrying out similar work.
- y. The Bidder should furnish along with tender a Notary affidavit on Non judicial stamp paper of Rs. 100/- stating their in as under:
  - That no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
  - That the firm is never being blacklisted/penalized/defaulted by any Institution/Hospitals with in last 5 years.
  - That the firm has deposited up to date Indirect Taxes and Income Tax (Attach copy of clearance/Return certificate).
  - That the rates quoted by the firm are the lowest and not higher than the rates quoted in any other Institution or Hospitals. Rates have been checked by me/us and if approved shall supply that items in the specified period.
  - N. B. The affidavit must be as per the details mentioned above. Any changes in the text matter are not accepted and TMC-ACTREC reserves the right to reject such offers.

- "Site visit will be conducted for the bidders who are meeting the aforesaid mentioned criteria at their different working sites/Corporate kitchen and they will be assessed further based on the following criteria and the assessment at site will also be the part of Technical qualification".

Criteria for on site visit		
<p><b>Annual Health Check up-</b></p> <ul style="list-style-type: none"> <li>○ CBC</li> <li>○ De-worming</li> <li>○ Stool Culture</li> <li>○ X-ray Chest</li> </ul>	<p><b>Quality of Staff</b></p> <ul style="list-style-type: none"> <li>○ Uniform and Appearance of staff</li> <li>○ Can Read &amp; Write Skilled/</li> <li>○ Culinary Skills</li> </ul>	<p><b>Hygiene of the Place</b></p> <ul style="list-style-type: none"> <li>○ Hand Washing</li> <li>○ Cooking Area</li> <li>○ Veg. Cutting Area</li> <li>○ Washing in running water</li> <li>○ Cleanliness</li> <li>○ Pest Control</li> </ul>

<p><b>Govt. Compliances</b></p> <ul style="list-style-type: none"> <li>○ GST Regn. No.</li> <li>○ Licenses</li> <li>○ FDA/FSSAI no.</li> <li>○ EPFO</li> <li>○ ESIC</li> <li>○ Records</li> </ul>	<p><b>Quality Of Raw material Used</b></p> <p>ISI FPO, FSSAI Agmark</p>	<p><b>Deployment Of Equipments in kitchen</b></p> <p>Advanced energy Saving</p>
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**27.**Additional electrical fixtures, fans, refrigerators, water coolers in cafeteria, cutlery crockery and other such items as may be considered necessary, for running and maintaining the cafeteria/Eatery and inpatient diets in the various wards within the ACTREC will be borne by the Bidder with prior approval of hospital management.

**28.**TMC-ACTREC shall provide space, electricity, water where ever available in present condition at site. The bidders are required to visit the site to understand the existing infrastructure provided by TMC-ACTREC to assess the adequacy and any supplementary items shall be included in turn key scope by the bidder accordingly. The infrastructures provided by TMC-ACTREC have to be safe guarded and any loss has to be compensated immediately at the end of the contract.

**29.**Bidders are requested to understand the complete scope of turnkey work as mentioned in Tender documents, and shall furnish the time duration to complete the work, for Interior designing, Art works

etc., equipment to be procured and installed at Kitchen. Industry standards to be followed for selecting brands, make and models and also applicable for infrastructure works. Prior approval for the same is necessary before execution. All such details are to be presented in pre-qualification bid.

**30.** Bidder to envisage all the requirements to run the facility and to be incorporated in prequalification bid. Intending Tenderer will be allowed to seek clarification in turnkey scope, specifications, Conditions of Contract, etc. in writing to TMC ACTREC in the Pre-bid meeting scheduled to be held **at 2.00 pm in KS 331 B Seminar Room, Khanolkar Shodhika on 28/01/2022** ACTREC, Kharghar, Navi Mumbai.

**31.** In case of equipments, accessories and infrastructural support provided by ACTREC ( referred as Existing Items)

- a. The existing items/infrastructure shall remain the property of TMC-ACTREC. During the period, the existing items are entrusted to bidder and the Bidder shall use them with due attention and care.
- b. If any of existing items found to be damaged during the contractual period, the Bidder 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 Bidder by a new item of the same quality, size and make.
- c. 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 Bidder 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 TMC-ACTREC management in the matter shall be final and binding on the Bidder.

**32.** Bidder's assets should be identified by the bidder and should be tagged accordingly. List of these assets should be informed to TMC-ACTREC. Maintenance, servicing as may be the case, will be the responsibility of the bidder.

**33. STATUTORY LICENCES AND FEES:**

Any Statutory licenses required from the Local authorities etc. to run the full fledged Cafeteria & Kitchen shall be responsibility of the bidder. Any supporting documents required will be furnished on written requests. Any Fee, charges or office expenses payable to get the licenses shall be borne by the bidder. If agency opted to use LPG for food preparation necessary License required to be obtained from the concern authorities. The Licenses should be valid throughout the contract period.

**34. Compensation for submission of tender:**

The Bidder shall not be entitled to claim any costs, charges, expenses for the incidental to or in connection with the preparation and submission of his tender under any circumstances, including if the invitation to the tender is cancelled by TMC-ACTREC.

### **35. Performance Security Deposit:-**

- a. Minimum Rs.13,50,000/- and will be charged based on turnover after annual review. Only upward revision is applicable. PG will be returned on completion of work without interest subject to completion certificate.
- b. Security Deposit (SD): Security deposit will be deducted at 2.5% of monthly (running account bill) billing value and will be retained till 6 months beyond the validity of contract and will be returned without any interest, subject to clearance of all dues.

### **36. Blacklisting:-**

The participating agency should not be blacklisted / barred in last 5 years. If they found concealing the details at later stage, the agency will be disqualified from further tender process. If it is found after awarding the contract, the competent authority has right to terminate the contract and forfeit the deposits made and invite fresh tenders.

**Note** - Quotation should be submitted in the specified manner only.

Canvassing in connection with tenders is strictly prohibited.

Tenders submitted by the Bidders who resort to canvassing will be rejected outright.

The successful Contractor will be required to enter into an Agreement on non-judicial stamp paper of Rs.100/- at his own cost immediately after the acceptance of the work.

### **37. General Conditions of Contract: Technical**

bid is to be submitted in sealed envelope with superscripted as "Providing Food & cafeteria services to patients, relatives and staff by setting up requisite infrastructure in existing designated area at ACTREC, Kharghar, Navi Mumbai." Technical bid should contain all requisite documentation as enlisted for qualification. Documentation is to be uploaded on designated website and hard copy of the same to be submitted in sealed envelope.

Agency will submit detailed layout, working plan, turnkey (infrastructure) proposal, proposed architectural layout etc. Agency will have to make 20/25 min presentation with relevant documentary proof on the date intimated at later stage.

Financial bid to be filled up **ONLINE. Bidders are requested to refer to L1 criteria thoroughly. Hard copies to be submitted. Agency will be liable for disqualification if commercial offer gets disclosed in technical bid.**

It is the responsibility of the Bidders to see that the completed bid documents are deposited in the Administration Section (In the office of Sr. Administrative Officer, Room No. PS-335) on or before the prescribed date and time mentioned above for submission of tender, failing which the bid is liable to be rejected. Mere handing over of the bidding documents at reception or at any other counter or room or person cannot be considered as submission of bid. Envelopes should be endorsed at main gate with stamp and inward number.

**38.**Income tax and other statutory levies as applicable will be deducted at source from Bidder's payment and Tax Deduction at Source certificate shall be issued to Bidder by the Accounts Department. Permanent Establishment Certificate should be produced by Foreign National Bidder who is having branch office or premises in India and tax should be borne by the Bidder only.

If at any later date, it is found that the documents and certificates submitted by the Bidder are forged or have been manipulated, the work order issued to the Bidder shall be cancelled and Security Deposit and Performance Bank Guarantee issued to the TMC-ACTREC shall be forfeited without any claim whatsoever on TMC-ACTREC.

Rates quoted will be inclusive of Goods & Service Tax, and will be reimbursed against the submission of GST Paid Challan.

Any tender received after prescribed date & time is liable to be rejected without assigning any reason. Suitable documentary evidence should be submitted along with the tender documents. Bids not complying with this condition are liable to be rejected.

**39. The successful Bidder shall submit the following before entering in to the contract:**

- a. Name, permanent and present address, age qualification, experience, medical fitness of all employees and two passport size photographs of all employees proposed to be deployed for the above scope of services.
- b. Bidder will get Police Verification of his staff members and forward the same to TMC-ACTREC Management. Bidder may note that Staff Members, who are not possessing Police Verification will not be allowed to work at the ACTREC.
- c. The Bidder will have to take all safety and precautionary measures to avoid incidence of fire and theft etc., and will be totally responsible for the same.
- d. Any notice(s) by the parties, shall be deemed to have been given if served personally or by registered letter. The address of TMC-ACTREC for serving notices is Senior Administrative Officer, TMC-ACTREC, Kharghar, Navi Mumbai- 410 210.

**40. Bidders must distinctly understand:-**

- a. That they will be strictly required to conform to the conditions of the Contract as contained in each of its clauses and that the plea of "CUSTOM PREVAILING" will not on any account be admitted as an excuse on their infringement of any of the conditions.
- b. That the full Contract Deposit must be paid within the time specified and the Contract must be signed on or before the date fixed and intimated in writing to the successful Bidder.
- c. That a postponement of the payment of the full Security Deposit for the execution of the Contract will not be permitted, by reason of the Director, ACTREC having in his possession other Deposits, on account of other Tenders or Contracts, which deposits may be or become returnable to the Bidder and which they may wish to transfer as Deposit under this Contract. Such transfers will not under any circumstances be permitted.

#### **41. LIQUIDATED DAMAGES/PENALTIES.:**

If the Contractor fails in the due performance of his contract within the time fixed by the TMC-ACTREC, the Contractor will be levied liquidated damages/penalties at the rates given below this will be deducted from the monthly bills as below:

- a. Unclean and unhygienic condition of Cafeteria/Eatery at the rate of Rs.1,000/- at a time.
- b. Not wearing of proper uniform by the Contractor staff Rs.500/- per instance per person.
- c. Bad quality and insufficient quantity of food, snacks, tea etc. or not providing of requisitioned items, Rs. 500/- per instance.
- d. At the time of Breakfast, lunch/dinner; presence of supervisor to be ensured by the Contractor, failing which a fine of Rs. 500/- per day per shift will be charged.
- e. Not providing quality items or absence of Supervisory staff during VIP visits, Rs.1,500/-per incidence will be charged.
- f. To stop the sale of expiry date food products/articles in the Cafeteria/Eatery. If found at any time the same will be destroyed by the TMC-ACTREC Management at its own discretion with a monetary penalty to be decided on case to case basis.
- g. To stop the service rendered by the Contractor in the Cafeteria/Eatery which is not of the requisite standard or found to be unsatisfactory on the grounds of providing poor quality food, unhygienic atmosphere management can terminate the contract by giving one month's notice.
- h. TMC-ACTREC management 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.
- i. If any inspection or in the analysis, it is proved to the satisfaction of TMC-ACTREC management, whose decision shall be final, the articles of service rendered by the Contractor is not of the requisite standard, the Contractor shall be liable to pay to the TMC-ACTREC as a monetary penalty to be decided on case to case basis.

- j. If any document or evidence of statutory dues as mentioned in the tender document not submitted to TMC-ACTREC, Contractor will be liable to pay penalty as per management decision.
- k. TMC-ACTREC has right to recover any dues or excess payment from bills of the Contractor.

#### **42.CANCELLATION OF CONTRACT:**

Director, ACTREC reserves the right to cancel the contract or any part thereof by giving one month's notice and shall be entitled to rescind the contract wholly or in part by a written letter to the Contractor on account of the following.

- a. Reviews of the services performed under the contract and ask for any clarification and changes/modification to the services performed by the Contractor. Such changes shall be mutually discussed and agreed upon between Tata Memorial Centre- ACTREC & Contractor and the same shall be incorporated in the work without any dilution of the responsibility of the Contractor.
- b. If food quality complaint proved by laboratory analysis is received for more than 3 times during the contractual period, the contract is liable to be terminated as per TMC-ACTREC management decision. (In case of termination of contract, forfeiture of Security Deposit, Performance Security, etc will be executed as applicable.)
- c. The Contractor does not adhere to any terms and conditions of the contract including general and special terms and conditions and the conditions imposed from time to time.
- d. The quantity of food items is not in conformity with the requirement.
- e. The Contractor or his employees indulges in any corrupt practices in the Cafeteria/Eatery.
- f. Notwithstanding anything contained above, TMC-ACTREC reserves the right to cancel the contract and forthwith forfeit Security Deposit, Performance Bank Guarantee and get the job done by a third party in part or in full at the risk and cost of the Contractor. TMC-ACTREC also retains the option of debarring the Contractor from participating in future tenders for a specific period. Payment for the work completed at the time of termination of the contract shall be made as per the terms of the contract.
- g. Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it.
- h. The infrastructural modifications made by agency to be maintained by the agency only, however modification may be retained without any claim to ACTREC may be retained as it is even after tenure is completed. Retention of Equipments after completion of tenure shall be on mutual consent at no cost to ACTREC.

#### **43.TERMINATION OF CONTRACT FOR CONVENIENCE:**

Director, ACTREC may also by a written notice sent to the Contractor, terminate the contract, in whole or in part, at any time for their convenience. **The notice of termination shall specify that termination is at TMC-ACTREC's convenience**, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective. The works that are complete, at the time of receipt of notice of termination shall be taken over by TMC-ACTREC or its authorized agency at the contract terms and prices. For the balance work TMC-ACTREC may opt:

- a. To have any portion completed at the contract terms and conditions.
- b. To cancel the remaining work and pay to the Contractor an agreed amount for material brought to work site for execution of work.

**44. FORCE MAJEURE:** Neither the Contractor or TMC-ACTREC shall be considered in default in performance of their contract, as long as such performance is prevented or delayed because of legal strikes, war, hostilities revolution, civil commotion, epidemics, accidents, fire, cyclone, flood, or because of any Law & Order proclamation, regulation or ordinance of Government or sub-division thereof or because of any Act of God, provided it shall promptly in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it, to the satisfaction of the other party.

**45. TMC-ACTREC's LIEN ON ALL MONEY DUE** - TMC-ACTREC shall have a lien on and over all or any money that may become due and payable to the Contractor under these present, and/or also on and over the deposit Security Deposit amount or amount made under the contract and which may become repayable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to TMC-ACTREC by the Contractor either this or under any other contract or transaction of any nature whatsoever between TMC-ACTREC and the Contractor. And further that TMC-ACTREC shall at all times be entitled to deduct that paid debt or amount due from the Contractor from Security Deposit or bill, which may become payable to the Contractor under these conditions.

**46. SUBLETTING OF CONTRACT**- The Contractor shall not sublet /subcontract the job/food items or part of it to any other agency without the written permission of Director, ACTREC.

**47. Arbitration**- If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, TMC and the Contractor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of TMC. In case such person is not acceptable to the Contractor, Director, TMC shall be the final and sole arbitrator and award given by him shall be final and binding on the parties. The venue and seat of the Arbitration shall be in Kharghar.

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

**49. JURISDICTION OF COURT-** No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and Legislation, in force from time to time. In case TMC-ACTREC has to pay any charges for non-compliance of any Act, Enactment, Laws, Rules and Legislation enforcement from time to time, by the Contractor, the same shall be recovered from the Contractor.

#### **50. TERMS OF PAYMENT**

- a. **Bills for the food services provided to inpatients in the HWCC, JS, RRU, shall be raised on a monthly basis clearly indicating the total numbers of meals provided each month. Payment will be released by the Accounts Department on receipt of certification from the Kitchen-in-charge and Jr. Administrative Officer (EM), ACTREC, after due process.**
- b. It is the responsibility of the Bidder to ensure compliance of all the law relating to the contract both with regard to its execution and hiring of man power. Certification that the Minimum Wages Act, PF, ESIC etc are complied with should be submitted. PF & ESI Challan of previous month and wage sheet of the current month. First monthly bill may be accepted without any PF & ESI Challan. The Bills may be submitted after the payment of wages to the staff every month.
- c. Income tax will be recovered at prevailing rate from the payment as per Income Tax Act and certificate for the deduction of tax will be issued by TMC-ACTREC.
- d. Service Tax/GST shall be reimbursed on submission of bill along with challan and proof regarding remittance of service tax.

#### **51. TENURE OF CONTRACT**

- a. The Contractor must start the work immediately after award of the contract or from such date as mentioned in the Work Order.
- b. Initially the Work Order will be issued for five years and the same can be extended for further period of two years on same terms & conditions subject to the satisfactory performance and at sole discretion of TMC-ACTREC Management.

#### **52. THOSE BIDDERS WHO ARE AWARDED THE ABOVE SAID CONTRACT:**

- a. Will be kept on probation for a period of six months from the date of commencement of contract.
- b. The Contractor will have to enter into an Agreement/ Contract as per the specimen copy of the agreement/contract attached herewith.
- c. An Indemnity Bond indemnifying TMC-ACTREC in respect of any statutory and legal liabilities as a result of your being awarded a contract must be enclosed with the tender in the format enclosed.

- d. Shall run the Cafeteria/Eatery for the benefit and use of the employees, students, visitors & patients.
- e. It is mandatory to display both menu & price list as agreed in the contract in Cafeteria/Eatery area at a place visible to all.
- f. Cafeteria/Eatery shall be meant for serving refreshments, snacks, tea, meals etc. and such other items and at such prices listed in the annexure.
- g. The services of the Cafeteria/Eatery will be at the disposal of the patients, staff and students of this Institute including Doctors, other Officers and bonafide visitors to the Institution.
- h. The users of the Cafeteria/Eatery except in-patients shall be paying for the services directly to the Contractor.
- i. Will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
- j. The Contractor shall bear all the expenses for running the Cafeteria/Eatery and the TMC-ACTREC shall not in any manner be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen while discharging their duty.
- k. The center 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 Bidder under the applicable law/ rules.
- l. The center shall not responsible for any loss, breakages or theft of Contractor's material for which he has to make his own arrangement for storage.
- m. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the TMC-ACTREC or its patients by the Bidder or by his workers.
- n. 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 TMC-ACTREC totally at the cost and risk of Contractor besides any suitable fine /penalty.
- o. The said Cafeteria/Eatery shall not be used for residential purpose. In case, any rest room is required for essential staff to meet functional needs the list of such employees is to be given to the Administrative Officer for approval. Providing any such facility will be solely at discretion of ACTREC competent Authority.
- p. All branded items should have batch number, manufacturing and expiry date thereon on each packet.
- q. The Contractor should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a labour license from the competent authority.
- r. The Contractor shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.

- s. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.
- t. The Institution Campus is a “NO SMOKING / TOBACCO ZONE”, hence sale and use of tobacco is prohibited.
- u. The sale and use of Liquor (alcohol) is also strictly prohibited in Cafeteria/Eatery area and premises.
- v. The Contractor should use AGMARK/F.P.O. or such standard quality food articles approved by relevant regulatory authorities. Certificate in this regard should be displayed prominently in the premises.
- w. The dealings of the Contractor and his employees with the customers shall be polite. The Contractor shall while the agreement is in force, keep a complaint book in a conspicuous place in the respective facilities in which the complaints may be recorded and which shall be opened for inspection by the TMC-ACTREC management, for the purpose.
- x. The Contractor shall not permit or exhibit in the said building, printed or written Notices or Advertisements of any kind whatsoever without the previous written permission of TMC-ACTREC management, except concerning the Cafeteria/Eatery’s own business.
- y. The Contractor shall comply with any other instructions which may be issued from time to time by the TMC-ACTREC management.
- z. All disputes relating to this tender can be legally resolved through courts in Mumbai only.
- aa. An Officer authorized by Director, ACTREC can check the quality of food and hygienic condition as per the govt., norms and a fine of Rs.1,000/- would be charged for every occasion of non-compliance. ESIC MC reserves the right to send the food samples served at the Cafeteria/Eatery to relevant testing laboratories and take appropriate action on the Bidder, if required.
- bb. The Contractor will secure and submit to TMC-ACTREC all applicable Licenses for running the Cafeteria/Eatery within 21 days of award of work or commencement of work, whichever is earlier.
- cc. No child labour shall be deployed. The Contractor shall employ only those persons in the Cafeteria/Eatery who are found medically fit and should submit fitness of food handlers in the Performa attached (Annexure A) and a general fitness from Medical Practitioner for the staff employed in Cafeteria/Eatery. TMC-ACTREC reserves its rights to examine any of the employees for medical fitness. Expenses, if any incurred by the TMC-ACTREC on medical examination of such employees, shall be borne and paid by the Contractor.
- dd. Following are the timings for running the said facilities:
  - a. Eatery in Ground Floor, CRI, Morgan Stanley Patient Waiting area will be operational as follows:
    - i. Monday to Saturday

1. 7.00 am to 8.00pm
- ii. Sundays & Public Holidays
  1. 7.00 am to 3.00pm
- b. Cafeteria in HWCC, CRC, RRU, and Asha Nivas.
  - i. Monday to Sunday (including Public Holidays)
    1. 7.00am to 10.00pm
  - c. NOTE: The above timings will change for In-Patients and shall be followed as per diet plans enclosed in tender.
- ee. The rates to be charged by the Contractor for sale of articles of food, beverages, if any and cold drinks in the Cafeteria/Eatery 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/Eatery. The Contractor shall finalize the menu for all meals as per the items mentioned in the Annexure, in consultation with the TMC-ACTREC management.
- ii. The articles of food, beverages and cold drinks sold or intended for sale in the Cafeteria/Eatery shall be wholesome of their respective kind. The rates charged shall not exceed the MRP.
- jj. The Contractor shall abide also by the rules and regulations of rationing authorities, municipal Bye-laws, rules and regulations and also by the laws of the state in force from time to time relating to sale of articles of food
- kk. The personnel appointed by the Contractor must have proper and clean uniform for their identification. The personnel appointed should have the basic knowledge of personal hygiene and safe and clean method of food handling; they should be of good character and decent behavior. They should be provided with appropriate ID Cards by the Contractor.
- ll. The Contractor will be responsible for maintaining adequate number of persons engaged in cooking, distribution of food and disposal of garbage and left over food with approval of TMC-ACTREC management.
- mm. The Contractor should keep the both eatery/Cafeteria complex clean and free of any insects, cockroaches, etc., at any given time. If, at any point the Cafeteria/Eatery & its premises are found to be unclean, the Contractor shall be held responsible and action deemed fit shall be taken by the Director, ACTREC including levies of appropriate penalties.
- nn. The Contractor shall not be entitled to use the premises allotted by the TMC-ACTREC for any other purpose or business other than running the Cafeteria/Eatery.
- oo. Will be required to deploy the adequate and trained manpower and start the work within seven days from the date of issue of Letter of Intent (LOI) or Purchase Order/ Work order. In case it is found that the work has not been taken up within seven days from the date of Letter of Intent (LOI) or Purchase Order/ Work order, the ACTREC at its sole discretion may cancel the Order and forfeit the earnest money deposit / Performance Guarantee, deposited along with tender / after issue of Purchase order / work order without any notice.

- pp. Contractor/ his authorized representative/ Manager should all the time be available at work site during the course of his work.
- qq. Shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the workers when instructed by authority. The Contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The ACTREC will not hold any responsibility with regard to staff on the role of the Contractor whatsoever.
- rr. Will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
- ss. Shall be incumbent on the successful vendor to pay stamp duty on the contract.
- tt. Will be required to post skilled manpower as may be needed to supervise and guide the workers-skilled, semi-skilled as well as unskilled/ trained for proper completion of the work as per directions.
- uu. The employee engaged by the Contractor shall not use ACTREC's name for any publicity purpose through any public media like Press, Radio, Television or Internet, without the prior approval of Director, ACTREC.
- vv. Shall take an insurance policy for an appropriate value for insurance against damage/loss of assets or life due to fire accident in the Cafeteria/Eatery.
- ww. The Contractor shall be responsible for removal/disposal of garbage generated in the Cafeteria/Eatery.
- xx. A penalty of Rs.5000/- for respective sites will be imposed on the Contractor for each day of unauthorized closing of Cafeteria/Eatery without prior approval of ACTREC management. If Cafeteria/Eatery remains closed for a week continuously, this agreement is liable to be cancelled and the Contractor shall be required to vacate the premises within 48 hours as per directions of Competent Authorities.
- yy. The Contractor will vacate the Cafeteria/Eatery and hand over the possession of the premises on the expiry of the term of the contract or on termination of the contract. If the Contractor fails to vacate the Cafeteria/Eatery premises on stipulated date or on direction then damage charges for overstay at the rate of Rs.10,000/- (Rupees Ten thousand) per day per site will be recovered from the Contractor.
- zz. Rates charged for every customer should be uniform (finalized one) and the Contractor shall provide the bill to every customer including all applicable taxes. In case of excess charge found on any occasion, a fine of Rs.1000/- will be charged for every excess charge.
- aaa.** The Contractor should have the FSSAI Registration and should follow the FSSAI Guidelines once the work is awarded.
- bbb.** Contractor should intimate if he is penalized or blacklisted by any other firm during the period from submission of tender to awarding of the final Allotment Letter.

### **53.COMPLIANCE OF STATUTORY NORMS:**

- a. The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
- b. The Contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform, and shall pay annual fees of FSSAI, local body License fee etc.
- c. 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.
- d. 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 or State Govt, whichever is higher, the Contractor shall have to pay the revised rate to his workers as on that date.
- e. The Contractor shall be liable to comply with the Employees' State Insurance (ESI) Act, 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act, 1952 and Maharashtra Professional Tax.
- f. The Contractor shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with the his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a signed copy of the deposit challan to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
- g. If Contractor obtain declaration from employee regarding non-deduction of Provident Fund as per CPF rules, Bidder need to submit copy of declaration to TMC-ACTREC at the time of awarding Contract
- h. The Contractor shall pay wages directly to the workmen without any intervention of any labour Contractor. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- i. The Contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
- j. The Contractor shall, within 14 days from the date of issue of work order will apply to the Assistant Labour Commissioner for Labour License for the maximum number of workers he intent to engage on work. A copy of the application has to be furnished to the Engineer in Charge of the work.
- k. All the liabilities arising out of any provision of Labour Acts in force and enacted/ amendment from time to time during the execution of contract shall be Contractor's responsibility. Any expenditure incurred by TMC-ACTREC to face the situation arising out of the negligence on the part of the

Contractors or on the part of their labourers shall be to the Contractor's accounts and recovered from the Contractor's dues.

**54.OTHER DIRECTIVES:**

- a. No person other than the Contractor's workmen and their authorized agents shall be allowed to work at the Cafeteria/Eatery in connection with work, except with special permission in writing from the Kitchen- in-charge or Administrative Officer.
- b. The TMC-ACTREC assumes no responsibility for death, disablement, injury or accident to persons employed by the Contractor which may arise out of and in course of their duties with company due to lack of safety related issues. TMH shall not be liable to pay any damage or compensation to Contractor's employees.
- c. In case of acceptance of the offer, the Contractor will have to abide by the contract Labour (Regulation and Abolition) act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971. On award of the contract, Bidder has to obtain Labour License from the Office of the Dy. Chief Labour Commissioner © Ministry of Labour and Employment, Government of India, Shram Raksha Bhavan, Shivshrusti Road, Sion (E), Mumbai-400 022.
- d. Quotation should be submitted in the specified manner only.
- e. Canvassing in connection with tender is strictly prohibited. Tenders submitted by the Bidders who resort to canvassing will be rejected outright.
- f. The service conditions of workmen/labour/ staff employed at Cafeteria/Eatery by Bidder will be governed by applicable labour laws and other prevailing legislations and enactments and Central and State Acts & Rules.
- g. All staff employed by the Contractor shall be the Contractor's employees for all intent and purposes.
- h. Contractor's services shall be available throughout as per requirement specified by TMC-ACTREC management including holidays. The Contractor shall keep adequate number of well experienced and trained staff. The services are to be provided only to the Hospital employees, patients and their relatives.

**55.SAFETY MEASURES:**

- a. Contractor shall have to observe all the safety practices as required and shall provide safety wear for his workmen at his cost. Contractor and his employees should observe all safety arrangements of Cafeteria/Eatery as informed from time to time. The Contractor has to ensure safety of his materials, equipments, tools & tackles, etc.
- b. In case of any accident requiring medical attendance, first-aid, the same shall be reported immediately to the Administrative Officer for necessary medical attention and other statutory formalities.

c. The Contractor shall abide by all the directives of and statutory bodies regarding safety of his workers and materials.

**56. MATERIALS:-**The Contractor shall use for the preparation of food only such raw materials which are of superior quality.

**57. INSPECTION:-**The Contractor shall make available for inspection his store room and kitchen etc. at any time, as per requirement of Officer- in-charge.

**58. COMPLAINTS:-**The Contractor shall take all possible steps to ensure that no complaints are coming from employees, guests of company or others in respect of quantity, quality of services / food item served. Complaint book should be maintained by Contractor and should be always ready for inspection as and when required.

**59. STAFFING/ MANPOWER :-** The assessment of the manpower for deployment should be adequate 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 as per statutory law's applicable to the trade and should be adequate. The minimum no of staff present on any day **should not be less than 95.**

For DIRECTOR  
TMC-ACTREC.

I/We have read the TERMS AND CONDITIONS and the same are understood in right perspective and acceptable to me/us.

\_\_\_\_\_  
(Bidder's Signature)

BIDDER'S NAME AND ADDRESS:

NAME: \_\_\_\_\_

LATEST ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature & Seal of the Bidder)

Place:

Date:

### COMPLIANCE FORM-I

Particulars	Compliance from agency in Yes/No
Documentary evidence that the Bidder has minimum 10 years of experience in the field of Running Cafeteria in Hospitality Industry / Inflight catering in national / International Air lines / Educational Institutions / Government Organisation with similar scope of work. Documents can be in the form of a letter from Department, Employer, the concerned Airline/s currently being serviced or Certificate of Incorporation.(Confirming to eligibility criteria)	Yes/No
Documentary proof of at least two ongoing contracts each contract of value Rs.1.50 Crore per annum	Yes/No
ISO 22000:2005 Certification preferably with HACCAP certification	Yes/No
Details of man power in terms of their number, designation and shifts wise deployment in Cafeteria/Eatery must be provided.	Yes/No
Documentary proof that the bidder should have its own kitchen for running the required services, if the Central Kitchen at ACTREC is non-functional.	Yes/No
Name and address with their residential addresses, email and telephone no., Mobile Nos of Proprietor and all Partners/ Directors of the firm	Yes/No
GST Registration Certificate of Bidder.	Yes/No

Copy of the Factories Act Registration or Shops and Establishments Act Registration or small-scale Industries registration as applicable.	Yes/No
Copy of the HCCAP, FSSAI ISO & FDA License wherever applicable.	Yes/No
"No Conviction" certificate from FDA Maharashtra where applicable.	Yes/No
Latest performance certificate from FDA Maharashtra.	Yes/No
Trade License from Municipal Authority	Yes/No
NOC from Municipality for conducting the business	Yes/No
Testimonials in respect of previous three experience	Yes/No
NOC –copy of Maharashtra Pollution Control Board wherever applicable.	Yes/No
Net Worth certificate from CA.	Yes/No
Copy of ESIC No.	Yes/No
Copies of Employer P.F. Account No. & individual employee's P.F. Account no.	Yes/No
Last 3 years Income Tax Return duly acknowledged.	Yes/No
Balance Sheet and Profit & Loss Account of the firm for the last three years duly certified by Chartered Accountant (provisional Balance Sheet will not be accepted)	Yes/No
Copy of Certificate of License contract issued by Central Labor Commissioner	Yes/No
Fire safety certificate from Appropriate Authority	Yes/No
Details and certificates from places where the Bidder are presently carrying out similar work.	Yes/No
The Bidder should furnish along with tender a Notary affidavit on Non judicial stamp paper of Rs. 100/-.	Yes/No

**Compliance -II**

Particular	Compliance
We have read & quoted for all packages/items in Indian Rupees. We have understood that food is to be served in various locations in ACTREC. We have noted and understood various packages (Separate excel sheets attached for reference) for in-patients, staff, relatives etc. We hereby undertake that all the services needed will be provided as per tender conditions. We agree to change / alter Menu as per requirement with prior permission and intimation.	Yes/No.

**Compliance-III**

General compliance for turnkey works and other conditions.

Sr. No	Description	Compliance from the agency
1	We have made Site visit and understood the actual scope and requirement accordingly.	Yes/No
2	We have understood all the infrastructural requirements.	Yes/No
3	We have understood that detailed plan to be prepared as per the prevailing norms/guidelines for prior approval before execution.	Yes/No
4	We have understood that all statutory clearances, permissions are to be obtained before start of café.	Yes/No
5	We have read all the terms & conditions of contract and understood in right perspective.	Yes/No

6	We have understood that non-complacence of any term, condition, requirement will lead to dis-qualification.	Yes/No
7	We have understood that Competent Authority has right to accept the offer in full or in part and therefore issue the order in full or part.	Yes/No

**FINANCIAL BID**

Nos.	Description	Quotes in figures inclusive of all applicable taxes Including GST.	
		Per Pack/ Per Day	Amount in words
1	Veg General Lunch/ Dinner (Limited)  <b>Annexure B, (D)</b>	Rs.	
2	Special Package Meal for Asha Nivas occupants.  <b>Annexure B,(J)</b>	Rs.	
3	Vegetarian Lunch/ Dinner (Unlimited)  <b>Annexure B, (E)</b>	Rs.	
4	Non-Veg General Lunch/ Dinner (Limited)  <b>Annexure B, (F)</b>	Rs.	
5	Mini-Veg Lunch/Dinner,  <b>Annexure B, (G)</b>	Rs.	
6	Mini Non-Veg Lunch/Dinner,  <b>Annexure B, (H)</b>	Rs.	
7	Special Veg Lunch/Dinner  <b>Annexure B, (I)</b>	Rs.	

8	General Diet In-Patient (Full day)  <b>Annexure A (1)</b>	Rs.	
9	Naso Gastric Tube Feeds/Oral liquid Feeds.  <b>Annexure A (3)</b>	Rs.	
10	Special Diet for Patients (BMT)  <b>Annexure A (2)</b>	Rs.	
11	Average rate of the entire individual items specified in Breakfast and Snack item to be served in all eateries.  <b>(a) Indicated in Sr.No. A to C of Annexure B)</b>  <b>(b) Unlimited breakfast (Sr. No. B 28 of Annexure B)</b>	Rs.	
12	Average rate quoted of hot beverages like Tea/ Coffee and Milk.  <b>(Sr. No. (A) 1 to 3 Annexure B.)</b>	Rs.	

**(Signature & Seal of the Bidder)**

**Place:**

**Date:**

**P.S.: Rates quoted above should be Inclusive of GST as the GST will be reimbursed against submission of GST Paid Challan.**

**Annexure C**

**BID SECURITY DECLARATION (EMD)**

**DECLARATION SHOULD BE ON LETTER HEAD WITH SIGNATURE AND SEAL OF COMPETENT AUTHORITY.**

Date (Insert date (as day, month and year))

To,  
The Director,  
Tata Memorial Centre,  
ACTREC,  
Kharghar.

Tender No. \_\_\_\_\_

I/We have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract for the period of time of 3 years, if we are in breach of our obligation(s) under the bid conditions, because we :

- (a) have withdrawn our Bid during the period of bid validity specified in the tender; or
- (b) having been notified of the acceptance of our Bid during the period of bid validity,
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security

Purchaser will be at liberty to accept anyone or more of the items of stores offered by us and I/We shall be bound to supply the stores as may be specified in the purchase order / contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed : (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid-Securing Declaration)

Name : (insert complete name of person signing the Bid-Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note : In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)