

Tender Ref. no	Cost of Tender Document by Pay Order/DD	Annual Estimated Cost	EMD Rs.	Sale Period	Date and Time for Submission	Date and Time for Opening
Tender for Canteen contract at CFS Mulund East						
CON/WR/ADMIN/08/09	Rs. 520/- (Rs. 500+ 4% VAT)	Rs. 2.28 Lakhs	Rs. 5,000/- (Rs. Five Thousand only)	18/06/09 To 09/07/09	10/07/09 Upto 15:00 Hrs.	10/07/09 at 15:30 Hrs.
Tender form can also be downloaded from our website <a href="http://www.concorindia.com">www.concorindia.com</a> or for more details please contact: O/o The Chief General Manager, 5 <sup>th</sup> floor, New Administrative Bldg., C.Rly., Opp.Times of India Bldg., Mumbai CST 400 001. Tel # 22622053/22622054						



**CONTAINER CORPORATION OF INDIA LIMITED**  
( A Government of India Undertaking)  
**WESTERN REGION**  
**5TH FLOOR, NEW ADMINISTRATIVE BUILDING**  
**CENTRAL RAILWAY, D.N. ROAD, CST-MUMBAI-01**

**TENDER FORM PRICE : 520/- (500 + VAT @ 4%)**

**TENDER FOR PROVIDING CANTEEN SERVICES AT CFS MULUND (EAST).**

1. SERIAL NUMBER OF THE TENDER FORM \_\_\_\_\_
2. NAME & ADDRESS OF THE AGENCY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. DATE FOR SUBMISSION OF TENDER 10/07/09 upto 15.00hrs
5. TENDER WILL BE OPENED ON 10 /07/09 at 15:30 hrs
6. ADDRESS FOR SUBMISSION AND OPENING OF TENDER CONTAINER CORPORATION OF INDIA LTD  
5<sup>th</sup> FLOOR, NEW ADMINISTRATIVE BUILDING  
(CENTRAL RAILWAY), D. N. ROAD, CST-  
MUMBAI – 400 001.

**(Tender Form is Non Transferable)**

**SIGNATURE OF THE  
CONCOR OFFICER  
ISSUING TENDER FORM.**

Tenderers may download the tender document from our web site ([www.concorindia.com](http://www.concorindia.com)) and same may be submitted alongwith the cost of tender document by way of demand draft/pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and/or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrue due to such alteration in the terms and condition of tender document.

**Tender Notice no:- CON/WR/ADMN/08/09**

**TENDER FOR CANTEEN SERVICES AT CFS MULUND (EAST)  
INSTRUCTIONS TO TENDERERS  
REGARDING CONDITIONS OF TENDERING ETC.**

1. The Tenderer having minimum experience of three (3) years in running Canteen/Restaurant either in a PSU or in a reputed company widely known in the market and who have a live contract of running the same at the time of tendering are only eligible to apply for this Tender. If found otherwise, such Tenders will be rejected summarily.
2. Tender Form should be filled in neatly, legibly and carefully.
3. Each tender form must be accompanied with a Demand Draft for Rs.5,000/- (Five thousand only) in favour of Container Corporation of India Ltd. payable at Mumbai as Earnest Money. **NO TENDER WILL BE ACCEPTED OR CONSIDERED WITHOUT THE REMITTANCE OF EARNEST MONEY.**
4. Last date of receipt of tenders is 10/07/09 upto 15.00 hrs. Tenders must be submitted in sealed cover to the Chief General Manager, Container Corporation of India Ltd., 5<sup>th</sup> floor, New admin building, CST, Mumbai-40001 , before the due date and time mentioned above. The sealed cover containing pre-qualification bid & financial bid in two separate covers must be superscribed on the face, "The Tender for Providing Canteen Services at CFS Mulund (East).
5. TENDERS received will be opened either in presence of Tenderers or their representatives at the time, at 15.30 hrs. on 10/07/09 in CONCOR's office.
6. Tenderers are advised to visit the CFS, Mulund (East) and see for themselves the locations of canteen/restaurant premises at Administrative building, & canteen at parking area where canteen services are required, during the office hours on working days.
7. The canteen/restaurant, will be used predominantly by officers, officials of CONCOR and Customs authorities, Shipping Lines, Customs House Agents, Surveyor, Road Transportation Companies, Contractors, and their labourers as well as visitors of the said offices housed in the complex, but will not be opened for general public.
8. The successful tenderer shall be required to execute an agreement with CONCOR on a STAMP PAPER of requisite value as per SPECIMEN DRAFT in Annexure 'I' of this documents.
9. The successful Tenderer will be allotted a Licence to use the space to commence the canteen services and handover the vacant possession of the premises after screening the tender by a nominated committee. The selected tenderer will have to pay Licence Fees in the manner prescribed by the CONCOR authorities.

10. The CONCOR reserves the right to accept any tender from among the tenders received or to reject any or all the tenders so received without assigning any reason thereof.
11. **CONDITIONAL TENDER WILL NOT BE ACCEPTED AND WILL BE REJECTED OUT-RIGHT.**
12. **NECESSARY LICENCE/Licences** required to run the Canteen/Restaurant must be obtained by the successful Tenderer immediately prior to commencement of the Canteen.
13. If any of the conditions of Tendering are not fulfilled, such Tender/Tenders will be summarily rejected out right and objections raised in this regards will neither be entertained nor tenable at law being pre-conditions.
14. For any further enquires, information or details, please contact Container Corp of India Ltd, CFS, Mulund (East) either on phone or in person during the office hours on working days.

#### **TENDER DOCUMENT**

CONCOR reserves the right to: -

- Accept or reject any or all of the pre-qualification bids, without assigning any reasons.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest, without assigning any reasons.
- To extend the date of submission of the tender, and to amend the terms and conditions before award of the contract.

You are requested to peruse the tender documents carefully, so as to avoid rejection of the tender for non-compliance with the necessary instructions or terms and conditions.

The offer shall reach us on or before 15:00 hrs of 10/07/09 in a sealed envelope superscribed as "The Tender for Providing Canteen Services at CFS Mulund (East).The tender should be submitted in envelopes marked "A" and "B" furnishing the following details:

#### **ENVELOPE "A" (SEALED) - Pre-qualification bid**

Pre-qualification bid should be in the prescribed form(Annexure-III) attached along with the tender documents duly signed and stamped on each page by the tenderer.

#### **ENVELOPE "B" (SEALED) - Financial Bid :**

Financial Bid in the prescribed form attached with the tender form As "**Annexure-IV**".The rates must be filled in words and figures in "Annexure-IV" dully signed & stamped on each page by tenderer.

For Container corporation of India Ltd.

Chief General Manager

**CONTAINER CORPORATION OF INDIA LTD.**  
(A Govt. of India Undertaking)

**TERMS AND CONDITIONS**  
**FOR RUNNING CANTEEN/RESTAURANT IN CONCOR PREMISES**

1. The contract will be initially for a period of 24 Months commencing from the date of award of contract. CONCOR reserves the right to extend the duration of contract for further period of maximum 24 months on mutually agreed terms and conditions.
- 2.1 The barren premises for running the canteen will be provided by the CONCOR without furniture & fixtures in all respect including that of Kitchen. If the contract is awarded, the successful contractor shall have to use his own furniture, fixtures & utensils etc. with the prior approval of the CONCOR authorities. There will be no electrical fitting/furniture and fixtures provided by CONCOR
- 2.2 The premises so provided will be on leave and Licence Basis only for the contract period on payment of Licence fees agreed upon/offered and the Contractor will have not right over the premises whatsoever on & from the date of termination in accordance with the Contract terms & conditions or from the date of earlier termination, i.e. whichever is earlier. The contractor will be provided with two premises, one at the Administrative building admeasuring an area of approximately 40 sq.meter, and another premises outside at the parking end of the CFS admeasuring 66 sq.meter. The area mentioned are approximate and the bidders are requested to visit the premises and have a look on the same.
- 2.3 The Licensee has a bare permission only to run a canteen in the CONCOR premises during the contract period and nothing contained in this document shall be construed as a demise in law of the said CONCOR premises or any part thereof and shall not give any legal title or interest to the licensee.

**3. FINANCIAL:**

3.1 Payment of License Fees :

The monthly License Fees plus service tax at the rate applicable from time to time for the space provided for running the canteen, offered by the contractor and accepted by CONCOR, will have to be paid in advance either in the beginning of the month before 7th of the month or in advance for 12 months at the time of making agreement & before commencing of the contract, as desired by CONCOR authorities through demand draft or banker cheque.

- 3.2 (a) Over & above the aforesaid License Fees, the Contractor shall have to pay Electricity charges & water charges as per meter reading.

### **3.3 SECURITY DEPOSIT:**

The Contractor/Licensee will have to deposit with CONCOR a sum of Rs.19,000 /- (Nineteen thousand only) towards SECURITY DEPOSIT. No interest will be paid on the Security Deposit. However, the amount of Security Deposit will be refunded to the Licensee, three months after successful completion of the contract.

3.4 However, the Contractor/Licensee's Security Deposit will be adjusted in full or partially, as case may be full portion of such deposit, towards recovery or fine etc. and forfeited in case of termination of contract during the tenure of the contract.

### **4. FACILITIES :**

4.1 The Contractor/licensee will have to provide all food items made of material of approved high quality and shall be responsible for the compliance of the provision of Prevention of Food Adulteration Act 1954. In case the licensee is prosecuted & convicted under the provisions of the said Act or any other Act or Regulation by a court of Law the licensee shall be directly liable or responsible and not the CONCOR. However, in such circumstances, the contract will be treated as terminated automatically and the Contractor will have to handover the vacant premises to the CONCOR authorities within 48 Hours from the date of such conviction etc.

4.2 The menu and the price list will be as stipulated by CONCOR for meals and snacks. The licensee will supply only such items and at such rate as specifically approved by the CONCOR. However, more items with rates can be included in the menu with the prior approval of the CONCOR. In case it is found that the rate charged by the contractor is more than the approved rate of CONCOR, Terminal incharge may levy penalty of Rs.500 for each case.

4.3 The type of decent furniture such as Tables, Chairs etc. in sufficient numbers will have to be provided by the contractor with prior approval of CONCOR authorities. The Licensee shall have to replace and replenish such of the said articles as & when necessary, if desired by CONCOR and keep in neat, clean and tidy condition.

4.4 All kitchen equipment's utensils, crockery, cutlery and service articles etc. should be of high quality and required standard will have to be utilise of his own by the contractor.

4.5 The kitchen ware, equipment's, utensils and articles of service as well as furniture etc. and the premises should be kept neat, clean and tidy in all respect at his own cost.

4.6 The contractor has to install exhaust fan in the kitchen for proper exhaust of smoke.

4.7 The contractor has to made provision for clean and hygienic drinking water by installing water purifier.

4.8 The contractor has to install fly catcher/U.V light gadgets for houseflies.

## **5. HEALTH & HYGIENE :**

5.1 The Licensee will get all his workers medically certified from approved Registered Medical Practitioner recognised by Indian Medical Council, to be free from communicable contagious diseases in addition to general fitness.

5.2 The Contractor will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen hall. CONCOR will neither provide any cleaning materials, dusters etc. for the same nor any extra payment will be made on this account.

5.3 A very high standard of hygiene must be maintained in all respect. Quick, day to day disposal of waste material and refuse shall be maintained. Failure in quick disposal of waste will make the Contractor liable to pay fine, which may extend upto Rs.1000/-per such occurrence when ordered by Terminal incharge.

5.4 CONCOR reserves its right to take samples of edibles/raw materials from the canteen for the purpose of Inspection & Investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will drawn either by authorised representatives of CONCOR or by any Government/Local Self Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied acts etc.

## **6. STATUTORY OBLIGATIONS :**

6.1 The Successful Tenderer/Contractor will have to obtain the valid licence in terms of Section 12 of the Contract. Labour (Regulation & Abolition) Act - 1970 with Contract Labour (R&A) Rules - 1971 from the appropriate authority, if applicable and will have to submit the certified Xerox copy of the same to the CONCOR.

6.2 The licensee will have to obtain all necessary licences for running the canteen under the relevant acts and he will be solely responsible for all the consequences for not obtaining such licenses. He would have to provide Xerox/True copies of such Licences. The Licences would be under Hotel & Restaurant Act, Shops & Establishment Act and other allied Acts etc.

6.3 That the Contractor/Licensee will have to observe the Statutory obligations imposed under the concerned applicable laws such as the Contract Labour (R&A) Act-1970 with Contract Labour (R&A) 1971, The Employees State Insurance Act-1948, The Provident fund Act, The Minimum Wages Act-1948, the Payment of Bonus Act-1963, Act-1927, I.D. Act-1947 and the

Provisions of Employment of Children Act-1938, House of Employment Regulation & Children Act-1938, The Hotel & Restaurant Act., The shops & Establishment Act. The Prevention of Food & Adulteration Act etc. and other relevant application Acts and/or statues that may be applicable from time to time or that may be introduced by the Central/State Government or Municipal/Local Self Government authorities, subsequent to the date of this agreement.

- 6.4 The Contractor/Licensee shall keep the CONCOR indemnified from all acts of omissions, defaults, breaches and/or any claim damages, loss or injury and expenses to which CONCOR may be put to or involved as a result of Licensee's failure to fulfil any of the obligations here under and/or under statues and/or any bye-laws or rules framed thereunder or any of them.
- 6.5 CONCOR shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security Deposit of the licensee without prejudice to its any other rights under the law.
- 6.6 That CONCOR will not be liable for any act or breach or omission by the licensee in regards to the Statutory obligations whatsoever and shall in no case responsible or liable in case of dispute, Prosecution or awards made by Court of Law or other Government Agencies.
- 6.7 In case of accident arising out of and in the course of this agreement, CONCOR being owner/Principal Employer will not be responsible for payment of any compensation or under any other law. It will be the Sole responsibility of the licensee for payment towards loss or compensation whatsoever.
- 6.8 The persons engaged by licensee shall be treated, as Licensee's own Employees and they will claim no privileges from CONCOR. The Licensee will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour.
- 6.9 The Licensee shall at his own cost & as required under Act, take necessary insurance in respect of the staff, workers and other personals or persons engaged by him for the risk in connection with rendering of the aforesaid services to CONCOR and comply with provision of the relevant Act.
- 6.10 The Contractor will have to obtain general Insurance against risk, fire accident for his belonging etc. for the Canteen Services including Canteen Services including that of kitchen etc.

## **7. ESTABLISHMENT :**

- 7.1 The Licensee will employ adequate number of staff in order to maintain efficiency to the standard/mark desired by CONCOR and Customers.
- 7.2 The Licensee shall employ only trained and experienced workers having courteous manners. If services or behaviours of any of the staff is found contrary, CONCOR will have right to instruct/order the contractor to get such persons discharges from the employment of the

licensee and licensee will have to take such drastic actions against his such employees under intimation to CONCOR authorities.

- 7.3 The Contractor will have to furnish a statement showing the names and wages of all the employees engaged and working with the Contractor in the canteen at CFS Mulund (East), every month changes, if any be communicated to CONCOR.
- 7.4 The antecedent of the employees engaged for Canteen must be verified and investigated by the Police prior to their appointment. The copy of such investigation Report from Police must be provided to the CONCOR without fail. The expenses for such verification etc. are to be borne by the contractor and CONCOR will not pay anything towards such expenses.
- 7.5 (a) The Contractor shall issue his staff and/or his workers/employees deployed in the Canteen Services, an Identity Card/Employment Card and a name badge duly approved by CONCOR affixing his photograph in a Passport size specifying the particulars of employee such as full name along with father's name, his residential address etc. Entry into the ICD will be permitted only on the basis of these photo identity cards.
- 7.5 (b) All the staff deployed for canteen should be in the uniform approved by the CONCOR and Identity - name badge should be placed on it, during the on-duty period. The entry of the employees will be on the basis of Identity Cards for and during the duty hours.
- 7.5 (c) The expenses incurred on this account by contractor or his employees shall not be reimbursed by CONCOR, but he will have to bear the same.
- 7.6 That all the presonnels so employed/deployed by the contractor under this contract will be the direct employees/workers of the contractor/licensee and will not confer any right to any person so employed to be the employees of or to be on the muster roll of CONCOR at any time whatsoever.
- 7.7 That the contractor shall maintain an Attendance Register in the complex where the daily attendance of all the employees shall be marked by the supervisor/manager of the canteen.
- 7.8 That the payment of wages of the staff/worker will be made in presence of authorised representative of the CONCOR, every month, who will put his signature in the pay sheet of the contractor as a witness of payments of contractors's workers/staff. The payment should be made in accordance with the payment of Wages Act-1936.

## **8. GENERAL :**

- 8.1 The canteen shall be working for catering services during office hours on all working days. The working hours will be specified by the CONCOR in due course. The canteen will also function on Saturdays and remain closed on SUNDAYS and other holidays unless specifically desired otherwise by CONCOR. In case, the canteen is to be opened either on Sundays and Holidays or is to be kept open beyond office hours, CONCOR has the option to direct specifically to do so to the contractor.

- 8.2 Room-Services from the canteen/restaurant in the Administrative Offices, complex will be required to be extended by the contractor to all the points in the office and in the meeting room and no extra charge for such services will be payable.
- 8.3 CONCOR authorities shall have every right to search the contractor's employees at any time while going out of the ICD Complex premises without prejudice and there shall be no grievances expressed/felt on this account either by contractor or his employees.
- 8.4 (a) CONCOR will have every right to inspect and oversee functioning of canteen in all respect, with a view to ensure hygiene and efficient services as well as in regards to fulfilment of terms and conditions of this contract.
- 8.4 (b) Any, instructions issued by the Inspecting Authority should be complied immediately and compliance Report be submitted to the CONCOR authorities.
- 8.4 (c) In case of repeated failures or serious lacuna noticed on account of the contractor. Terminal incharge will have right to impose fine which may extend to Rs.1000/- per count at one time for such lapses which should be paid immediately by the contractor.
- 8.5 The contractor will ensure that hazardous or inflammable items or any other intoxicating materials are not stored in the canteen premises.
- 8.6 The contractor/licensee shall not sub-let the contract to anybody. He shall not use the space provided for stocking or keeping goods/articles other than those needed for use in the canteen nor shall he do any structural additions & alterations to the premises without written sanction of the CONCOR management. The Licensee shall not stock or sell any spirituous Liquors or any other intoxicants within the said premises.
- 8.7 The Licensee shall be responsible for all damages or losses to CONCOR property made either by the licensee or his staff/worker and shall be liable to make good any such loss or damages immediately failing which the CONCOR will recover the same from the Security Deposit and/or from his dues and intimate the contractor to re-imburse the Security Deposit immediately.
- 8.8 CONCOR will not be responsible in any way for any loss or damage that may occur to the stores or articles kept in canteen.
- 8.9 The contractor shall display at a conspicuous place in canteen/restaurant, the approved Rate-List of items to be sold/served in the canteen.
- 8.10 (a) The contractor shall keep a complaint book duly numbered and get the round seal of CONCOR affixed on each page to lodge the complaint/suggestion, if any in regards to the services of the canteen. The CONCOR authorities may inspect the complaint book from time to time and issue instructions to rectify to contractor who will have to submit his compliance report to CONCOR authorities.
- 8.10 (b) Whenever a complaint or suggestion is lodged in the said complaint book, the contractor will send the copy of the same along with his compliance on it.
- 8.10 (c) Serious complaints may be viewed seriously and fine upto Rs.1000/- per count can be imposed by the CONCOR authorities which should be paid immediately failing which will be recovered in the manner laid down in the foregoing paras.

8.11 CONCOR shall be entitled to recover any losses, expenses or fines imposed etc. from the dues of the contractor or from the Security Deposit and the Contractor will have to re-imburse short-fall Security Deposit due to recovery, immediately.

8.12 The Tenderer/Contractor must fulfil all the conditions mentioned above failing which, the offer will be rejected summarily and the tenderer will have no right to question the same in any way.

8.13 It will be obligatory to keep a fire extinguisher in serviceable order to for use during emergency.

## **9. VALIDATION AND TERMINATION :**

9.1 (a) That the agreement of Contract/Licence shall be valid initially for a period of 24 months (twenty four months) from the date of Award of the Contract.

9.1 (b) However, CONCOR reserves its right to extend the duration of the contract by another 12 months on mutually agreed terms and conditions, if services rendered are found satisfactory.

9.2 That the contract can be terminated at any time before completion of the duration shown in clause 9.1(a) above, whatsoever at a notice of one month from either side.

9.3 If the contractor dis-continues his services , then his Security Deposit will be forfeited.

## **9.4 TERMINATION :**

9.4 (i) For any breach of terms & conditions, CONCOR has right to terminate the contract without prejudice & previous notice.

9.4 (ii) For termination of this agreement prior to the Agreement, one month's notice will be required from either side without assigning any reasons.

9.5 The contractor/licensee shall vacate the licensed premises peacefully after the expiry of the validated period and/or earlier if desired by CONCOR and shall handover the vacant possession of the same to the authorised representative of the CONCOR. The licensee shall be at his liberty to remove his furniture, fixtures etc. without any damage to the CONCOR property.

9.6 If the licensee dies during the continuance of the Contract Agreement in question, the agreement shall absolutely cease and determine that heirs, Executors, Administrators, of the said Licensee shall have "NO RIGHT/INTEREST whatsoever under this agreement other than a claim in respect of the Return/Refund of the interest free

Security Deposit subject to the provisions herein contained/mentioned in this agreement, shall be deemed to prejudice or effect any claim CONCOR may have against such heirs, Executors, representatives for or in respect of agreement by the said licensee herein contained during his/their life time or any right of indemnity CONCOR my have under and by virtue of the provisions of this agreement.

9.7 Not withstanding any-thing contained herein, the licensee shall in case of default of terms & conditions herein above referred, handover the actual and vacant possession of the said premises

and CONCOR shall be entitled to and shall always have the power to revoke licence/agreement/contract herein granted at its absolute discretion and shall re-occupy the said property without subjecting itself to any liability on account of the aforesaid deed and shall remove the belongings of the licensee from such premises in the presence of two witnesses.

**10. DISPUTES :**

10.1 Every disputes, differences or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement, or subject matter shall be referred to the Chief General Manager ,CONCOR, Western Region, Mumbai who will act as arbitrator & his decision shall be final and binding on both the parties.

For Container corporation of India Ltd.

Chief General Manager

**ANNEXURE - I**

**CONTAINER CORPORATION OF INDIA LIMITED  
(A GOVT. OF INDIA UNDERTAKING)**

**AGREEMENT FOR PROVIDING CANTEEN FACILITY AT CFS, MULUND(EAST).**

Contract Agreement No. \_\_\_\_\_ Dated \_\_\_\_\_

An agreement made this \_\_\_\_\_ date \_\_\_\_\_ Two Thousand Nine and between the Managing Director, Container Corporation of India Ltd., New Delhi, as Chief Executive and Administrator of the Container Corporation of India Ltd., (A Govt. of India Undertaking) represented herein by the Chief General Manager, Western Region (hereinafter called CONCOR) on the one part and \_\_\_\_\_ and carrying on business at \_\_\_\_\_ under the name of \_\_\_\_\_ (hereinafter called the contractor which expression shall be deemed to include his / their respective Heirs, Executors, Administrators, Legal Representatives, Successors and Assignees) on the other part for the purpose of performing the work of providing canteen services at CFS, Mulund(East) at the agreed rates and under the conditions specified in the tender document and its annexures.

Whereas the contractor has agreed with the CONCOR to perform all the operations set forth in the tender document and its annexures hereto annexed upon the terms and conditions governing contract, annexed.

In witness whereof the said parties have hereunto set their hands the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
CHIEF GENERAL MANAGER  
FOR AND ON BEHALF OF THE  
CONTAINER CORPORATION OF INDIA LTD.

**WITNESSES**

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

**WITNESSES**

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

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.

ANNEXURES “ II “

AGREEMENT OF BANK GUARANTEE BOND

In consideration of the CONTAINER CORPORATION OF INDIA, having its registered office at C-3, Mathura Road, Opp.Apollo Hospital, New Delhi-110 044 (herein after call “the corporation”) having agreed to accept from M/s.\_\_\_\_\_ (hereinafter called the contractor), under the terms and condition of agreement enclosed, made between the aforesaid company and the aforesaid contractor for providing security arrangement for the due fulfilment by the said contractor of the terms and conditions contained in the said agreement, a Bank Guarantee of Rs.19000/-, we, ----- Bank (address) (hereinafter to be referred to as the bank) at the request of the said contractor do hereby undertake to pay to the company an amount not exceeding Rs.19,000 /- against any loss or damage caused to or suffered by reason of any breach of the said contractor of any of the terms and conditions contained in the said agreement.

We, ..... Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from corporation stating that the amount claimed is due by way of loss or damage causes to or would be caused to or suffered by the corporation by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.19,000 /-.

We undertake to pay corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making such payment. We, ....Bank further agree that the guarantee herein contained shall remain in force and effect during the period that would been forceable till all the dues of the corporation under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Chief General Manager, certify that the said agreement have been full and properly carried out by the said contractor and accordingly discharge this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall discharge from all liability under this guarantee thereafter.

We .... Bank further agree with the corporation that the corporation shall have the fullest liberty without affecting in any manner or obligations hereunder to vary any of their terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the onus exercisable by the corporation against the said contractor and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said contractor or for any for bearance, act or omission on the part of the corporation or any indulgence by the corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.

We ..... bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

“Notwithstanding anything herein contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs.19,000 /- and shall remain in force until Two years unless a demand or claim under this guarantee is lodged with us in writing on or before ..... all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.”

Date :

Place :

**ANNEXURE-III**

**LETTER OF SUBMISSION OF TENDERS**

To  
The Chief General Manager,  
Container Corporation of India Ltd.,  
5th Floor, New Administrative Building  
Central Railway, D.N.Road  
MUMBAI-400 001

Dear Sir,

Sub: Tender for Providing Canteen Service at CFS-Mulund East.

1. Subject to the instructions and conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for Canteen Service at CFS, Mulund-East, at the rates specified by me / us in the prescribed form of 'Schedule of Rates' enclosed part of the tender. I/We hereby certify that I/we have examined and am / are familiar with all the provisions of this tender document and agree to abide by all the terms and conditions laid therein.
2. The following certificates / documents are enclosed :
  - a) Name , Postal address, Telephone No
  - b) Crossed demand draft of Rs.5000 /- towards the earnest money.
  - c) Experience certificates showing experience of minimum period of last 3 years, in providing Canteen Services as mentioned in para no.1 in Instructions to Tenderer.
  - d) Documents regarding Statutory Obligation as mentioned in Para no.6 in Terms & Conditions, if applicable.
  - e) Documents like Balance sheet, P&L account for last 3 financial years.
  - f) Documents regarding constitution of the firm / company like partnership deed, memorandum and articles of association etc..
  - g) Evidence of the authority of person signing this proposal and to a contract resulting there from and the requisite Powers of Attorney (if required).
  - h) Documents regarding proof of registration of PF & ESIC code.
  - i) Documents regarding proof of registration of Service Tax.
  - j) Documents regarding proof of registration of Mumbai Shops & Establishment Act 1948.
  - k) This tender document with all pages intact and duly stamped & signed by the tenderer.
  - n) A sum of Rs.5000/- (Five thousand only) is forwarded herewith as earnest money in the form of demand draft No. \_\_\_\_\_ drawn on \_\_\_\_\_ in favour of "Container Corporation of India Ltd.," payable at Mumbai

o) I/We agree to keep this tender open for a period 120 (One hundred twenty) days from the date fixed for opening the same which can not be withdrawn from the said period of 120 (One hundred twenty) days or until a contract for the said work is fully executed, with a third party whichever is earlier.

5. I/We do hereby declare that the entries made in the tender document and the annexures / appendices attached therein are true.

Yours faithfully,

SIGNATURE OF THE TENDERER

1 \_\_\_\_\_  
2 \_\_\_\_\_

SIGNATURE OF THE WITNESSES

1 \_\_\_\_\_  
2 \_\_\_\_\_

TENDERER'S ADDRESS

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

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
\_\_\_\_\_  
2 \_\_\_\_\_

TELEGRAPHIC ADDRESS : \_\_\_\_\_

TELEPHONE NUMBERS : \_\_\_\_\_

ANNEXURES “ IV “

Schedule of Rates

Date:

TO,  
The Chief General Manager,  
5th,floor,New Administrative,Building,  
Central Railway, D.N.Road,  
Mumbai-400001.

SUB;- Offer for Canteen Service at CFS Mulund (East).

Dear sir,

With reference to your tender No-----dated-----, we quote of our **Monthly License Fee per month** plus service tax (at the rate applicable from time to time) Rs. \_\_\_\_\_(in figure) \_\_\_\_\_(in words) for providing Canteen services at Administrative building & canteen at parking area at CFS, Mulund(East).

Tender document duly signed by us as token of our acceptance of terms & conditions alongwith Demand Draft (EMD) no-----dated-----for Rs 5000/-(Five thousand only) is enclosed herewith.

Your's faithfully.

Name, Signature & seal of the Tenderer