



**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 FOR PROVIDING CANTEEN SERVICES AT DRONAGIRI RAIL TERMINAL.**

1. SERIAL NUMBER OF THE TENDER FORM \_\_\_\_\_
3. NAME & ADDRESS OF THE APPLICANT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. DATE FOR SUBMISSION OF TENDER 24/02/06 up to **15.00hrs**  
\_\_\_\_\_
5. TENDER WILL BE OPENED ON 24/02/06 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 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

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**Tender Notice no:- CON/WR/ADMN/07/06 TENDER FORM COST : Rs. 500/-**

**TENDER FOR CATERING SERVICES AT DRONAGIRI RAIL TERMINAL  
INSTRUCTIONS TO TENDERERS**

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. 10,000/- (Rupees Ten 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 24/02/06 upto 15:00. 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 must be superscribed on the face, "The Tender for Providing Catering Services at DRT.**
5. **TENDERS** received will be opened either in presence of Tenderers or their representatives at the time, on 24/02/06 at 15:30 in CONCOR's office.
6. Tenderers are advised to visit the Dronagiri Rail Terminal and see for themselves the locations of canteen/restaurant premises where catering services are required, during the office hours on working days. At present the area is **approx 97.24 sq.mts.**
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.

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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 LINCENCE/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, Dronagiri Rail Terminal either on phone or in person during the office hours on working days.

For Container corporation of India Ltd.

Chief General Manager

## **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 before 15:00 hrs as on 24/02/06 in a sealed envelope superscribed as "The Tender for Providing Catering Services at DRT.

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.

## **Eligibility Conditions**

- a) 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. Experience certificates in original/copy duly attested by Gazetted officer given by Organisation/Undertakings where the tenderer has provided similar nature of work during last three years. The certificates should be from the head of Department of the organizations where tenderer has provided such services, mentioning the duration of the contract.
- b) Proof of Registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firms, full name and address of each partner alongwith certificate copy of registered partnership deed.
- c) The financial turnover of the tenderer for last 3 years i.e Audited Balance sheet and P & L A/c.

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- d) Latest solvency certificate from scheduled bank in original for Rs 2 lakhs.
- e) The tenderer shall be required to deposit a sum of Rs. 10,000/- (Rupees ten thousand only) as Earnest Money. The earnest money shall be deposited only by crossed Demand Draft made-out in favour of "Container Corporation of India Ltd." payable at Mumbai and valid for a minimum period of six months from the date of issue. No tender will be accepted or considered without the remittance of Earnest Money Deposit.
- f) Tender documents duly signed on each page.
- g) Documents regarding statutory obligation as mentioned in para no.6 in Terms & conditions.
- h) List of qualified/non-qualified employee engaged by the agency.
- i) Latest valid registration certificate under service tax and professional act dully attested by Gazetted officer.

For Container corporation of India Ltd.

Chief General Manager

**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 12 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.
- 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.

**3. FINANCIAL:**

3.1 Payment of License Fees :

The monthly License Fees 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 install Electrical & water meter at its own cost and 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.50,000/- (Rupees Fifty Thousand only) towards SECURITY DEPOSIT by way of Demand draft or Bank Guarantee. 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 the case may be full portion of such deposit, towards fine or recovery etc. in accordance with the terms & conditions 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 utilised 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 shall made provision for clean and hygienic drinking water by installing 'Aqua guard/purifier.

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## **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 Contractor has to install fly catcher/U.V.light gadgets for houseflies.
- 5.5 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 be 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

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statutes 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 statutes 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

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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 Dronagiri Rail Terminal, every month changes, if any be communicated to CONCOR.
- 7.4 The antecedent of the employees engaged for DRT 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.
- 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.

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- 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 DRT 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 reimburse 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 fire extinguishers 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 (thirty six 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, in normal course.

9.3 If the contractor discontinues his services without notice, 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 may have under and by virtue of the provisions of this agreement.

9.7 Notwithstanding 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  
AGREEMENT

Agreement for running canteen in CONCOR premises at Dronagiri Rail Terminal.

This AGREEMENT is made on \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between Container Corporation of India Ltd., 5th floor, New Admn. Bldg., C.Rly., D.N. Road, Mumbai 400 001 (hereinafter referred to as 'The Management') which expression the successors of the one part and \_\_\_\_\_ (hereinafter referred to as 'The Contractor') of the other/second part.

Whereas the Contractor has decided to offer space at Dronagiri Rail Terminal for use only and the Management has agreed to take the said canteen for use only on the terms and conditions hereunder contained.

NOW THEREFORE, it is hereby agreed by and between the parties as follows :

1. The agreement shall be valid initially for a period of two years from \_\_\_\_\_ to \_\_\_\_\_ and thereafter it may be extended for a further period of one years on mutually acceptable terms.
2. The Licensee shall pay in advance by cheque the full amount of monthly license fee at the begining of each month. In addition the licensee shall also pay the electricity charges, water charges and conservancy charges as fixed by CONCOR.
3. The menu and the price list will be as stipulated by CONCOR for meals & snacks. The Licensee will supply only such items as specifically approved by the Management. However, more items can be included in the menu with the prior approval of the CONCOR Management.
4. The Licensee will be responsible for providing all food items made of material of approved quality and shall be responsible for the compliance of the provisions of prevention of food Adulteration Act 1954. In case the license is prosecuted and convicted under provisions of the said Act or any other Act or Regulation by a court of Law the license shall be liable to be terminated after 48 hours of notice.
5. Following facilities will be required to be provided by the licensee at all time during the pendency of the contract.

All kitchen equipment utensils, crockery, cutlery of acceptable standards and furnishing of the premises will be done by the licensee at his cost. the type of furniture (tables, chairs etc.) their number & quality will be provided by him with prior approval by CONCOR. The  
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Licensee shall replace and replenish such of the above mentioned articles as CONCOR may from time to time consider necessary and shall at all times keep and maintain the same in clean, neat and tidy order and conditions.

6. The Licensee will employ adequate number of staff in order to maintain efficiency to the standard desired by CONCOR and the Customers.

All persons engaged by the licensee shall be treated as licensee's own employees and they will claim no privileges from CONCOR. The licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour.

The Licensee shall discharge from his/their service any employee who shall in the opinion of CONCOR misconduct himself or is in any way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

7. The Licensee will get all his workers medically certified from approved Registered medical Practitioner recognised by Indian Medical Council to be free from communicable diseases in addition to general fitness and will also ensure that waiters on duty are in proper uniform and wearing name plates. The caterer shall ensure that all other staff are also provided with neat and clean uniforms.
8. The Licensee will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixture and fittings etc. in the kitchen godown and canteen hall. CONCOR will not provide any cleaning materials dusters etc. for the same.
9. Very high standard of hygiene and cleanliness shall be maintained in the running of the kitchen, the Restaurant hall, workers, canteen and connected services by the licensee. Workers engaged by the caterer including those responsible for collection used utensils and periodic disposal of waste material and refuse shall maintain high standard of cleanliness at all times.
10. The canteen shall be open for catering during office hours on all working days. The working hours will be specified by CONCOR. The canteen will also function on Saturdays. However, the canteen will remain closed on Sundays and other holidays unless specifically desired otherwise by CONCOR. In case the canteen is to be opened on holidays and kept open beyond office hours, CONCOR has the option to specifically direct the licensee to do so.
11. Room service from the canteen in the administrative complex will be required to be done by the licensee to all points in the office and in the meeting rooms.
12. The Licensee shall at his own cost effect, as required as per the Act, necessary insurance in respect of the staff and other personnel or persons to be employed or engaged by the Caterer in connection with the rendering of the aforesaid services to CONCOR and shall comply with the provisions of Bombay Shops and Establishment Act Contract Labour (Regulation and

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Abolition) Act, employees Staff Insurance Act, Workmen's Compensation Act, Payment of wages Act, the Employees Provident Fund and family pension fund Act 1952, the payment of bonus Act, employees state insurance, if applicable, provisions of employment of children Act of 1938, hours of employment regulation, any other rules, regulations and/or statutes that may be applicable to them now or that may be introduced by the Government, Administration or Municipal Authorities subsequent to the date of this agreement and the Caterer shall keep CONCOR indemnified from all acts of omissions default breaches and/or any claim, demands, loss, injury and expenses to which CONCOR may be put to or involve as a result of caterer's failure to fulfil any of the obligations hereunder and/or under statutes and/or any bye-laws or rules framed thereunder or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from monthly bills from the security deposit of the licensee without prejudice to its any other rights under the law.

13. The Licensee will have to furnish a statement showing the names and wages of all the employees engaged and working in the Dronagiri Rail Terminal complex. Any addition/deletion must be communicated to CONCOR.

The licensee shall not in any capacity employ and persons of bad character or any persons whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name, address and the place at which employed. The expenses for such verification to be borne by the licensee.

14. Any of the licensee employees proceedings on leave shall immediately be replaced by the licensee so as to maintain satisfactory level of service at all times.
15. CONCOR shall have the right to search the licensee's employees at any time while going out of the office premises and there shall be no grievance expressed/felt on this account either by licensee or his employees. The licensee will issue ID card to the caterer's workers in the format approved by CONCOR. Entry of employees into the DRT, Bonded area and the Administration complex will be on basis of the Identity card only.
16. CONCOR nominees reserve the right to take samples of the edible/raw materials from the canteen for the purpose of inspection and testing with a view to maintain the quality. Such samples will however be drawn by authorised person/persons in the manner and as per procedure laid down in the appropriate Act.
17. CONCOR shall authorise its official to inspect and oversee functioning of Canteen with a view to ensure hygiene and efficient service in the canteen. In case there are repeated failures or lacuna noticed due to failure of licensee, the authorised CONCOR official can impose a fine upto Rs.500/- at one time to be paid immediately by the licensee.

18. The licensee will ensure that hazardous or inflammable or any other intoxicating material are not stored in the canteen premises.
19. The licensee will deposit a bank guarantee or demand draft of Rs.50,000/- (Rupees fifty thousand only) as security deposit. No interest shall be paid on the security deposit. The bank guarantee shall be refunded to the licensee three months after successful completion of the contract.

In the event of the security deposit or any portion thereof being forfeited appropriated or used by CONCOR under the provisions of this agreement then the Licensee will on demand provided further security in the place of security forfeited, appropriated or used as aforesaid so as to make up the security deposit to the amount required as aforesaid.

20. The Licensee shall not sublet or assign the licence or use the space provided for running the canteen for purpose other than running a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit any structural additions and alterations to be same without written sanction of the management. The licensee shall not stock or sell any spirituous liquors cocaine, opium or any other intoxicants within the said premises.
21. The licensee shall be responsible for all damages or losses to CONCOR property by the licensee or his staff and shall be liable to make good any such loss or damages immediately. Amount claimed by CONCOR for such damages or losses shall be paid for the licensee immediately on demand.
22. CONCOR will not be in any way responsible for any loss or damage occurring to any goods, stores or articles that may be kept by the licensee in the canteen premises including kitchen and other rooms.
- 23(a) For termination of this agreement one months notice will be required from either side in writing without assigning any reasons. The licensee shall vacate the licensed premises peacefully after the expiry of the licensed period and/or earlier if desired by CONCOR and shall hand over the same to be authorised officer, the licensee shall be free to remove without any damage to CONCOR property the furniture, fittings, crockery, cutlery, utensils and other articles as may have been brought by the licensee, at the end of his contract.
- 23(b) If the licensee shall die during continuance of this agreement, this agreement shall absolutely cease and determine and the heirs executors or administrators or other legal personal representatives of the said licensee shall have no interest whether under this agreement other than in respect of claim for the return of the deposit money subject to provisions herein contained as to the same provided that nothing therein this clause contained shall be deemed to prejudice or effect any claim which CONCOR may have against such heirs executors or administrators or other legal personal representative for or

in respect of any breach of any agreement by the said licensee herein contained during his/their life time or any right of indemnity CONCOR may have under and by virtue of the provisions of this agreement.

24. The licensee shall display in a conspicuous place in the canteen and workers canteens and approved rate list or items and a complaint book for any one to record complaints and this book shall open to inspection by persons duly authorised by CONCOR. The licensee shall inform CONCOR administration of the action taken by him in respect of complaints recorded in the book and shall carry out such directions as may be given to him by CONCOR from time to time.
25. In case of any dispute, the 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.
26. 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.

SIGNED IN PRESENT OF

SIGNATURE OF THE LICENSEE

1.

2.

SIGNED ON BEHALF OF CONTAINER CORPORATION OF INDIA LTD. BY MANAGER

SIGNED IN PRESENCE OF

MANAGER/CONCOR/MUMBAI

1.

2.

SIGNATURE OF THE TENDERER

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**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.50,000/- 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.50,000/- 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.50,000/-.

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 be 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.50,000/- 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 Dronagiri Rail Terminal.

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 DRT, 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. 10,000/- towards the earnest money.
  - c) Experience certificates showing experience of minimum period of last 3 years, in providing Canteen Services.
  - d) Documents regarding Statutory Obligation as mentioned in Para no.6 in Terms & Conditions.
  - 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 therefrom and the requisite Powers of Attorney (if required).
  - h) Documents regarding registration of PF & ESIC code.
  - i) Documents regarding registration of Service Tax & professional Act.
  - j) Documents regarding registration of Mumbai Shops & Establishment Act 1948.
  - k) Details of qualified/non-qualified employee engaged by the agency.
  - l) This tender document with all pages intact and duly signed by the tenderer
  - n) A sum of Rs.10,000/- (Rupees Ten 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

SIGNATURE OF THE TENDERER

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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 Dronagiri Rail Terminal.

Dear sir,

With reference to your tender No-----dated-----, we quote of our **Monthly License Fee per month** Rs.\_\_\_\_\_ (in figure)\_\_\_\_\_ (in words) for providing Canteen services at Dronagiri Rail Terminal.

Tender document duly signed by us as token of our acceptance of terms & conditions alongwith Demand Draft (EMD) no-----dated-----for Rs 10,000/- (Ten thousand only) is enclosed herewith.

Your's faithfully.

Name, Signature & seal of the Tenderer