



**CONTAINER CORPORATION OF INDIA LTD,  
(WESTERN REGION)  
5<sup>TH</sup> FLOOR, NEW ADMINISTRATIVE BUILDING  
CENTRAL RAILWAY, D.N ROAD-FORT-MUMBAI-400001  
Ph.No 022-22622053/54**

**TENDER DOCUMENT  
FOR PROVIDING CATERING SERVICES AT  
OUR DEPOT:**

**CONTAINER CORPORATION OF INDIA LTD  
INLAND CONTAINER DEPOT (ICD)  
NANEPADA VILLAGE ROAD,  
MULUND (EAST), MUMBAI-400081  
Ph.NO . 022-25637761/62**

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This tender document consists of 29 pages. The tenderers are requested to check that the tender document is complete while receiving the same. This tender document is not transferable under any circumstances.

All folios of this tender document must be signed by the intending tenderer or such person on his behalf as is legally authorized to sign, and embossed with official seal at the time of submission.

**TENDER FORM**

**CONTAINER CORPORATION OF INDIA LIMITED  
( A Government of India Undertaking)  
Western Region (Regional Office)  
5<sup>TH</sup> FLOOR, NEW ADMINISTRATIVE BUILDING  
CENTRAL RAILWAY,D.N ROAD-MUMBAI-400001  
Ph.No 022-22622053/54**

**OPEN TENDER ; TWO BID SYSTEM**

**No. CON/WR/CATERING/MLND/37/2019**

**Dated:-**

**TENDER FOR PROVIDING CATERING SERVICES AT CONCOR(CONTAINER CORPORATION OF INDIA LTD), INLAND CONTAINER DEPOT(ICD)- NANEPADA VILLAGE ROAD, MULUND( EAST), MUMBAI-400081.**

1.	Serial number assigned to the Tender form	
2	Date of Issue of Tender document to the Tenderer	
3	Name of the applicant/firm to whom the Tender document is issued	
4	Full address of the Tenderer	
5	Commencement of Sale of Tender Document at CONCOR Regional Office-Mumbai.	From 25.11.2019 to 16.12.2019 (Between 10.00 -18.00 Hrs on all working days )
6	Last date & Time for submission of Tender document /receipt of document by;	17.12.2019 by 15.00 Hrs
7	Tender will be opened on ;	17.12.2019 at 15.30 Hrs
8	Address for submission of Tender and Opening of Tender at CONCOR-Regional Office, Mumbai.	<b>Container Corporation of India Ltd(CONCOR), Western Region (Regional Office),5<sup>TH</sup> FLOOR, NEW ADMINISTRATIVE BUILDING, CENTRAL RAILWAY,D.N ROAD-FORT-MUMBAI-400001- Ph.No 022-22622053/54</b>

FULL SIGNATURE OF THE  
CONCOR OFFICIAL  
ISSUING TENDER FORM.

Name in Block Letters-----  
Designation.

**(Tender Form is Non Transferable)**

**(COST OF TENDER DOCUMENT; RS 1,120/- (i.e. Rs. 1000/- + 12% GST))**

**Notes / Instructions:**

1. The Tender Form is not transferable under any circumstances.
2. The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Document including all the Annexure should be detached and retained by the intending Tenderer. *All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.*
3. Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
4. Each and every supporting document as required should be attached with the tender document.
- 5 Failure to comply with conditions will render the tender liable to be rejected.
- 6 Sealed tender forms duly completed in all respects shall be dropped/submitted /received by this office in a sealed box kept for this purpose at the office of the Chief General Manager, CONTAINER CORPORATION OF INDIA LTD, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001 **on or before 17.12.2019 by 15.00 HRS. TENDER WILL BE OPENED AT 15.30 HRS ON 17.12.2019 AT ABOVE ADDRESS i.e. CONTAINER CORPORATION OF INDIA LTD, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-, Mumbai-400001.**

Container Corporation of India Ltd,  
(A Govt. of India Undertaking)  
Visit us at [www.concorindia.co.in](http://www.concorindia.co.in)

**Chapter-I**  
**TENDER LETTER**

TO,

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**SUB; TENDER FOR PROVIDING CATERING SERVICES AT CONCOR, INLAND CONTAINER DEPOT(ICD)-MULUND( E)-MUMBAI, ON LEAVE & LICENSE BASIS.**

We are pleased to invite your offer for the above mentioned work proposed to be awarded to the bidder on the basis of the maximum license fee offered for Canteen Premises(barren space only), at Administrative Building admeasuring approx. 420 Sq.ft area and 715 Sq. ft area at Parking Area at ICD-Mulund( East) . The licensee fee shall be paid on monthly basis to CONCOR as a rental along with applicable GST. Besides, the tenderer has to pay electricity and water Bill as per actual consumption. The tenderer shall have to pay the repairs and maintenance charges per month @ 5% of the monthly licensee fee finalized in this tender.

The tenderer has to quote the license fee in the schedule of rates (SOR)-Annexure-A. The tenderer who quotes the highest license fee in Annexure-A(Schedule of rates) for the empty space being provided to the tender will be considered for awarding the contract subject to fulfilling all the conditions mentioned in this tender document. However, CONCOR reserves the rights to adopt various procedures if needed for finalization of tender.

**Quoting of Minimum Monthly License Fee:** The tenderer should not quote below Rs. 20,000/-per month (in words:- Twenty Thousand per month), as monthly license fee payable to CONCOR for empty space(Rooms) admeasuring approx. 420 Sq.ft and 715 .Sq.ft being provided by CONCOR to the successful tenderer on Leave & License basis at ICD-Mulund( E)-Mumbai. In case, if tenderer quotes below the said minimum monthly license fee, then his tender will not be considered at any stage and that tender will be rejected summarily without any reasons thereof.

**Evaluation Procedures:-**Minimum Monthly license fee fixed is Rs. 20,000/-per month (in words:- Twenty Thousand per month). Thus, the tenderer whoever quotes Rs.20,000/-or above as a monthly license fee shall be considered for evaluation purpose and bidder who quotes the highest monthly license fee shall be considered for awarding the contract subject to fulfillment of tender conditions. CONCOR reserves the right to take into consideration of all aspects before awarding the contract.

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. **You are further advised to visit the place and understand the various works likely to be involved in providing and managing the said facilities before quoting the monthly license fee.** The tenderer is also advised to observe the quantity of business the tenderer would get before quoting the Monthly license fee. Please note that only empty space will be provided by CONCOR and remaining infrastructure like tables, chairs, utensils, vessels, trolley, fans, gas connection/gas cylinders other equipment's required for running the canteen, manpower etc shall be developed by the tenderer only with his own cost and CONCOR is no way responsible in the tenderer's investment and tenderer do not have any right to say that they have invested huge amount and minimum period of contract to be given. CONCOR will provide Electricity and Water which are on monthly chargeable basis as per actual consumptions. The tenure of contract and its termination is purely discretion of CONCOR.

## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

You are requested to peruse the tender documents carefully so as to avoid rejection of tender on account of non-compliance of necessary instructions mentioned in this tender.

Please note that tenders submitted without complete information or without documentary evidence or conditionals, are liable to be rejected.

Thanking You,

Yours Faithfully,  
For and Behalf of container Corporation of India

Chief General Manager/WR

## Chapter-II

### Instructions to the Tenderers

The Container Corporation of India Ltd (CONCOR) manages and operates container terminals including Inland Container Depots (ICDs), Container Freight Stations (CFS), Domestic Container terminals (DCT), Port Site Container Terminals (PSCTs), Rail Container Terminal (RCT's), MMLP's (Multi Model Logistics Parks) and Combined Container Terminal (CCT) at several places in the country. CONCOR/WR (Western Region)-Mumbai invites Tender from eligible parties for the work of Providing Catering Services at CONCOR, Inland Container Depot (ICD)-Mulund (East)-Mumbai. Tenderers must read these instructions before filing the tender.

The complete set of tender papers for the contract for **"Providing Catering Services at ICD-Mulund( E)"** is enclosed. Please note that this set of tender documents comprising of the following contents is not transferable under any circumstances:

- Chapter-I- Tender Letter**
- Chapter II - Instructions to the Tenderers**
- Chapter- III Letter for submission of tender by the tenderer.**
- Chapter-IV - Eligibility Conditions of Tenderer**
- Chapter V - Scope of Work Terms & Conditions governing the contract**
- Annexure A Schedule of Rates (SOR)**
- Annexure B - Draft Agreement.**
- Annexure-C- Specimen of Bank Guarantee**

You are advised to go through the tender document carefully and understand various provisions contained therein along with their implications. You are required to submit your offer in **two separate sealed envelopes**. The first sealed envelope (Pre-Qualification bid) should contain all the documents listed in the chapter IV (Eligibility Conditions of Tenderer) as well as tender document (except schedule of rates (SOR) – Annexure-A which should be detached from the tender document and filled the rates as enumerated under this document and kept in Financial Bid cover as per the procedure laid down in the tender document). Please ensure that all the documents listed in the chapter IV are complete in all respects. This envelope should be clearly super scribed as **"Pre-Qualification Bid"**.

The second sealed envelope (Financial Bid) should contain only the Schedule of Rates (Annexure A) completely filled by you. Please ensure that you or legally authorized representative sign and embossed with official seal on "Schedule of Rates" before submitting it. This envelope should be clearly super scribed as **"Financial Bid"**.

Both the sealed envelopes i.e. Pre-qualification bid & Financial Bid (Schedule of Rates), should again be sealed in one envelope and duly super scribed as **"Tender No. CON/WR/CATERING/MLND/37/2019 for Providing Catering Services at ICD-Mulund( E)"**. This envelope duly sealed in cover as described above, should be sent by Registered Post/Courier to the office of the Chief General Manager- Container Corporation of India Ltd., 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001, **so as to reach the nominated office not later than 15.00 Hrs on the date 17.12.2019 or deposited in the special tender Box allotted for the purpose in the office of the Chief General Manager- Container Corporation of India Ltd, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001. The special tender Box will be sealed at 15.00 Hrs on the same day i.e 17.12.2019. The tenders will be opened at 15.30 Hrs on 17.12.2019 at the same place where tenders are deposited. Any Tender received after specified date and time of submission of tender shall be summarily rejected.**

It will be in your interest to ensure that the tender documents are deposited /received by this office positively before the time /date indicated above. You may either be present yourself or send your duly authorized representative at the time of tender opening.

## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

The bidders who are downloading the tender document from CONCOR website [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and willing to participate in this tender must comply with terms & conditions mentioned in the tender document and any changes/modifications made in the tender document will liable for rejection . The tenderer may down load the tender document from the website and the same may be submitted along with the cost of tender document Rs. **1,120/- (i.e. Rs. 1000/- + 12% GST)** by way of Pay Order/Demand draft in favour of Container Corporation of India Ltd, payable at Mumbai along with Earnest Money Deposit (EMD) as specified under the tender, together with necessary documents as mentioned in the tender. In case of non-submission of cost of tender document, EMD and requisite documents, the tender will be liable to be rejected. The tenderer has to indemnify CONCOR for any losses accrued due to alteration/modification made in the tender terms & conditions. If any stage changes/modifications are noticed in the tender document, the tenderer will abide by the original terms & conditions of the tender failing which CONCOR reserves the right to reject the tender and/or terminate the contract. The tender document, comprising all the chapters/pages along with Schedule of rates and Annexure should be duly signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

Corrigendum/addendum if any related to this tender will be hosted on websites only i.e [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) before the last date of submission of tender. Hence the bidders are requested to visit the websites regularly.

The envelopes containing the “**pre-Qualification Bids**” only are opened at **15.30 Hrs on 17.12.2019** at the office of the Chief General Manager , Container Corporation of India Ltd., CONTAINER CORPORATION OF INDIA LTD, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001 . The envelopes containing the “**Schedule of Rates (SOR)**” of such tenderers who qualify after consideration of the “**Pre-Qualification Bids**” will be opened on a subsequent date and time and the same shall be notified to the suitable tenderers.

Tenderer has to note that in the case of any discrepancy or difference between the figures and words mentioned in the tender document, the rates mentioned in words shall be treated as the correct rate.

**Delayed Tender:** Any Tender received before the time of opening but after the due date and time of submission of tenders. **Late Tender:-** Tender received after the specified time of opening of tender. **Post tender:** Tender received after specified date and time of opening.

**Delayed Tender/Late Tender/Post Tender shall not be opened and it will be summarily rejected.**

**CONCOR reserves the right to:**

1. Accept to or reject any or all the tender documents in part or in full without assigning any reasons.
2. Accept or reject any or all the tender documents in part or full irrespective of their being the higher rate without assigning any reasons.
3. To extend the date of submission of the tender.
4. Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of CONCOR.
5. Re-tender or negotiate with the any tenders as regards the rates, terms and conditions of the tender.
6. Disqualify the tenderers blacklisted by State/Central Govt. undertakings/Public Sector Units or whose contracts have been terminated on account of poor performance.



## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

7. Disqualify the tender if found that the performance rendered or rendering at any PSU's /limited/Pvt limited company/commercial places etc is unsatisfactory.
8. Adopt various procedures in evaluating the rates & finalizing the tenders.

**Abbreviations in the Tender:-** CONCOR=Container Corporation of India Ltd, ICD-Inland Container Depot, , WR-Western Region, CGM-Chief General Manager, WRO-Western Regional Office , CA=Chartered Accountant, ESIC-Employee State Insurance Corporation , EPF=Employee Provident Fund, PAN=Permanent Account Number, BG=Bank Guarantee, S.D=Security Deposit, EMD=Earnest Money Deposit, DD=Demand Draft. TI-Terminal In charge. PAD=Proprietary Article Depot, MRP=Maximum Retail Price, GST-Goods & Services Tax.

**Meaning:-**CGM/WR referred in this document shall mean Head of the Region.  
TM or TI/Mulund( E) shall mean that head of ICD-Mulund (E ).

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 with Terms and Conditions.

Please note that tenders submitted without complete information or without documentary evidence or conditional tenders are liable to be rejected.

Each page of the tender documents should be signed and stamped as mentioned in the document.

You are requested to ensure that the tender documents, including the Pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently.

**Chapter-III**  
**Letter for submission of tender by the Tenderer.**

**From:-**

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To,  
The Chief General Manager,  
Western Region,  
Mumbai.

Dear Sir,

**Sub:-Tender for "PROVIDING CATERING SERVICES AT CONCOR (Container Corporation of India Ltd) -INLAND CONTAINER DEPOT-(ICD) –Mulund ( E) -Mumbai On LEAVE & LICENCE BASIS..**

Ref:-Open tender No **No.CON/WR/CATERING/MLND/37/2019**

In response to your tender no \_\_\_\_\_ dated \_\_\_\_\_ inviting **offers for PROVIDING CATERING SERVICES AT CONCOR(Container Corporation of India Ltd) -INLAND CONTAINER DEPOT-(ICD) –Mulund ( E )-Mumbai On LEAVE & License BASIS,**

We \_\_\_\_\_, a company/partnership firm/an Association/Sole Proprietor, carrying out business at(Locations where similar works are going on)-----

----- do hereby submit our offer in the prescribed Performa at the schedule of rates (license Fee) quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period of one hundred and Twenty (120) days from the date of opening of the tender.

I/we hereby declare that we have read and understood and agree to abide by and fulfill the terms and conditions including General conditions of contract, which shall be deemed to form an integral part of this offer and I/we return herewith Tender document duly signed & Stamped along with the enclosures as mentioned in the tender document as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender, of any change in the constitution of my/our firm association, either by death, exclusion or retirement of any partner or member or by the admission of new partner or member (this clause shall apply where the tender is a firm/association or syndicate).

I/we enclose an Par Order/Demand Draft on ----- (name of the Bank) for Rs.----- /-(Rupees----- only) in favour of Container Corporation of India Ltd, Payable at Mumbai, as Earnest money Deposit for this tender, in the sealed envelope super scribed "Pre-qualification Bid)-(Name of tenderer)

## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

(In case of Downloading of tender Document) I/we enclose Pay Order/ Demand Draft on -----(name of the Bank) for Rs.-----/(Rupees----- only) in favour of Container Corporation of India Ltd, Payable at Mumbai, as Tender Document Cost for this tender, in the sealed envelope super scribed "Pre-qualification Bid)-(Name of tenderer)

I/We hereby declare that this tender on acceptance communicated by you shall constitute valid and binding contract between us.

Date:

Yours faithfully,  
(Signature and Seal of the Tenderer)

Encl-----

**CHAPTER-IV**

**ELIGIBILITY CONDITIONS OF TENDERER (Pre-Qualification Bid)**

The tender must be accompanied by the following documents failing which the bid will be deemed ineligible and technically invalid.

- a) Original Tender document (Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission) shall be submitted except Schedule of Rates (SOR)-.ANNEXURE-A that should be detached from the document & shall be submitted in the Financial Bid Cover.
- b) Tenderer should have minimum experience of Two (2) years in running Canteen/Restaurant in any Central Govt. / State govt. /Public Sector undertaking or any reputed private institutions/company /commercial places. Proof of the same to be enclosed. In case a firm runs their own catering unit they/he should submit a notarized copy to the effect that the firm is running the catering unit for the last two years.
- c) Copy of valid license obtained under the Food Safety & Standard Act'2006.
- d) Enclose the copy of Registration with EPF (Employees Provident Fund Act) & ESIC (Employee State Insurance Act) & GST Registration if they have registered with concerned authorities. Otherwise they have to submit an under taking that they would submit the same within 1 month from the date of issuance of LOI, irrespective of number of people engaged by them.
- e) Copy of PAN Number
- f) The status of the firm: Proprietary/Partnership/registered Company/Co-Operative Society. In case of Proprietor firm, a shops & establishment certificate or firm registered certificate with concerned Authority shall be submitted or notary or any other substantial document proof shall be enclosed. In case of Partnership, a copy of partnership deed shall be submitted. In case of company, a copy of Memorandum of Article shall be submitted. In case Registered under Society Act, registration copy shall be enclosed
- g) The tenderer shall be required to deposit a sum of **Rs.14,400/- (in words: Fourteen Thousand Four Hundred only)** as Earnest Money Deposit (EMD). The earnest money shall be deposited only by Pay Order/ Demand Draft made-out in favor of "Container Corporation of India Ltd." payable at Mumbai.
- h) In case of Downloading the Tender document from website, **the tender document cost Rs.1,120/- (i.e. Rs. 1000/- + 12% GST) (Rupees; One Thousand one hundred and Twenty only)** by way of Pay Order/ Demand Draft in favour of Container Corporation of India Ltd' Payable at Mumbai shall be enclosed.
- i) If the existing contractor has submitted the tender for the same activity in the same facility, the existing contractor's bid should necessarily be accompanied by a satisfactory performance report from the same terminal. In case, his bid for the same activity is not accompanied with the above mentioned satisfactory performance report, it will not be considered.
- j) In case the bidder is working at any or one of CONCOR terminals in the same region, his bid should necessarily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

**Note:**

The copies of above listed documents shall be submitted along with the original tender document (Except SOR-Annexure-A that should be detached from the tender document & shall be submitted in the Financial Bid Cover), duly signed by the intending tenderer /legal authorized person, embossed with official seal.

## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

- (1) Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
- (2) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD).
- (3) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - (a) District Industries Centers (b) Khadi and Village Industries Commission (c ) Khadi and Village Industries Board (d) Coir Board (e) National Small Industries Corporation (f) Directorate of Handicraft and Handloom (g) Any other body specified by Ministry of MSME
- (4) The MSEs must also indicate the terminal validity date of their registration. (However, in those cases where the MSEs are not able to provide the certificate with validity date of their registration, a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration is accepted.) Failing (3) & (4) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12

As per Ministry of MSME circular dtd. 10.03.2016, the conditions regarding prior turnover and prior experience with respect to MSEs may be relaxed subject to meeting quality and technical specifications

## CHAPTER-V

### 1. SCOPE OF WORK AND TERMS & CONDITIONS GOVERNING THE CONTRACT

The scope of work indicated below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern of the work. The scope of work defined hereunder shall not be a basis for any dispute with regard to rates or for alteration of terms & conditions. Doubts if any, about the interpretation of any of the clause in this document shall be referred to CGM/WR whose decision in the matter shall be final and acceptable to the tenderer.

Tenderers are advised to visit the Inland Container Depot-ICD, Mulund( E), to understand various activities which are likely to be required for undertaking the catering services before submission of tender document.

CONCOR will provide barren premises only for running the canteen services at ICD—Mulund ( E) at Administrative Building (approx. 420 sq.ft area) and canteen services at parking area(approx. 715 sq.ft area) which shall be used as cooking point as well as serving to the customers/trade /visitors etc, who are dealing with CONCOR. **The successful tenderer has to provide the catering services at both the above referred places i.e. at Administrative Building admeasuring approx. 420 Sq.ft as well as at Parking Area admeasuring approx.. 715 Sq.ft.** ICD-Mulund ( E ) is one of the important terminals run by CONCOR and large number of customers such as Exporters, Importers, Customs House Agents, Shipping Lines, Freight Forwarders etc are visiting ICD-Mulund ( E ) on daily Basis in connection with their work at ICD-Mulund( E). Apart from them CONCOR Officers/Staff, Customs Officers/Staff, and Railway Officers/staff are also stationed in the depot. Therefore the tenderer has to maintain the quality in the items and supply thereon to the customers etc. Canteen premises should be kept clean & tidy at all the times by the tenderer.

### 2. The scope of work shall include the followings:

- (i) On site Cooking, Vending & Serving in the canteen(s).
- (ii) Serving of items can also be extended to CONCOR Office, Customs Officials and railway staff situated in the ICD-Premises. With the permission of Terminal In charge-CONCOR, it can be extended to offices of CONCOR Associates situated in the ICD-Premises.
- (iii) Caterer shall make his own arrangement for all required cooks, bearers, utensils, crockery/cutlery, cooking gas, Deep freezer, Utility Trolley, Chapatti Hot Plate, Ban Marie, Toaster, Steam cooking Vessel, Vending Machines Grinders & Mixers, fans. Furniture etc.
- (iv) CONCOR shall provide only Barren (Empty Space) with 420 Sq. ft and 715 sq. ft area on monthly License fee basis on Leave & License. Besides, water and Electricity will be provided and payment shall be paid by the license on monthly basis based on the actual usage.
- (v) The list of items to be catered such as snacks,/breakfast, lunch/tea/coffee , soft drinks etc , shall be decided in consultation with Terminal In charge(TI)-Mulund ( E) and final menu/quantity & rates should be approved by TM-Mulund ( E ) and the rate list should be displayed at Notice Board of Canteen .
- (vi) The PAD items such as snacks, biscuits, cakes, juices, soft drinks, packaged drinking water etc. from reputed brands can be sold at the rates not higher than their MRP.
- (vii) In case licensee wants to sell additional items, if any, after finalization of list by CONCOR, then the licensee shall make a request to terminal in charge-ICD-Mulund( E) for approval.
- (viii) If required, as per direction of CONCOR, the serving to be done in the Yard/Warehouses also.
- (ix) The quality of the items shall always be maintained to the general satisfaction of the customers by the licensee without fail. The quantity of the items and their rates should always confirm to the menu and tariff approved by the TI-Mulund ( E ).

- 3. Services to be provided:-** The service Provider/caterer required to extend the following services at Inland Container Depot (ICD)-Mulund;
- (i) Procuring all types of raw materials & consumables for preparation/on-site cooking & vending, serving of food items as per menu and tariff approved by terminal in charge-CONCOR-Mulund( E).
  - (ii) Deployment of adequate man-power for preparation/onsite cooking/serving of food items at the said locations & supervision in order to maintain efficiency and standard of service. The persons so deployed should be healthy & hygienic and in the uniform (Colors of Uniform shall be decided by TI/CONCOR).
  - (iii) Any other functions as may be felt necessary by TI-Mulund.
  - (iv) Maintenance of utmost hygiene and cleanliness, safety during preparation & serving of food items.
  - (v) Adherence to prescribed quality & quantity of the food as per menu.
  - (vi) Working Hours of the canteen shall be 08.00 AM to 10.00 PM. But whenever required, as per direction of CONCOR, canteen requires to run round the clock. The working hours of canteen may change as per the direction of TI/Mulund.
  - (vii) The licensee will be required to keep the premises and its immediate surroundings in neat and tidy conditions. The premises and its immediate surroundings should be well maintained and the licensee shall provide for adequate number of waste bins and also arrange to dispose of garbage properly at nominated points/locations stipulated by BMC. The necessary permission from BMC, if any, is to be obtained by the licensee. No littering shall be allowed. Similarly the utensils and other items shall be cleaned in the designated place by the licensee and water outlet shall be connected to the nearest drainage. In case of chocking up of the drain as a result of the acts of the licensee, the licensee shall immediately arrange to get the same removed. The licensee shall also see that no rats/Cockroaches etc., shall takes place in the canteen premises.
  - (viii) In case of water scarcity/not supplied by the municipality then the tenderer has to get the water from outside with his own cost and ensure that the catering services are not affected.
  - (ix) CONCOR will inspect once in a week or twice to see the maintenance of the canteen by the licensee.
- 4. Duration of Contract:-**
- (a) The contract will be initially for a period of two Years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion to extend the contract by another one year on the same terms & conditions. The extension shall be granted depending up on the performance of the licensee. The extension of contract is purely at the discretion of CONCOR (Container Corporation of India Ltd.).
  - (b) The date of start of physical work by the licensee shall be treated as the date of commencement of contract. The tenderer has to commence the work from the date indicated in the LOI (Letter of Intent).
  - (c) Regardless of the above, it will be obligatory on the part of licensee to continue to work on the same terms & conditions prevailing on the last date of the contract even beyond contract period for at least 4 (Four) months or till the new contract is finalized, whichever is earlier.
- 5. FINANCIAL:**
- 5.1 Payment of License Fee:  
The monthly License Fee offered by the tenderer for the space provided by CONCOR and accepted license fee by CONCOR, will have to be paid in advance in the beginning of the month on or before 7<sup>th</sup> of the month through demand draft or banker Cheque or through online. Failing to pay within the stipulated time will attract a penalty of Rs. 50/- (Fifty) per day of delay. In case of any genuine reasons for delay in payment, the licensee can represent its case through TM/Mulund, who

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- will review the genuineness of the request and forward the same to the Competent Authority for the consideration of waiver, whose decision in this regard shall be final.
- 5.2 Over and above the aforesaid monthly License Fee, the licensee shall have to pay electricity charges, water charges as per the actual consumption.
- 5.3 The licensee shall have to pay the repairs and maintenance charges per month @ 5% of the monthly license fee finalized in this contract.
- 5.4 GST as applicable from time to time shall also be paid by the licensee every month.

In view of the implementation of GST, the Licensee/Tenderer/vendor shall note the following:-

- a) The Licensee/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to CONCOR. In respect of each supply of Goods and Services, Licensee/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
  - b) The Licensee/Tenderer/Vendor shall indemnify CONCOR, its Directors, Officers, Employees and associates for any loss it may suffer as a result of the Licensee/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the licensee/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Licensee/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the licensee/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.
  - c) Licensee/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the CONCOR.
  - d) In case of any failure on the part of Licensee/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Licensee/Tenderer/Vendor to the CONCOR.
  - e) If as result of Change in Law, Licensee/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Licensee/Tenderer/Vendor may so notify the CONCOR and propose amendment to this agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the Licensee/Tenderer/Vendor.
  - f) Any denial of input credit due to any omission or failure on the part of the Licensee/Tenderer/Vendor, the Licensee/Tenderer/Vendor shall indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.
- 5.5 A claim for the services rendered under this contract shall be made by the licensee to CONCOR within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief General Manager of CONCOR/WR may consider such cases.

### **6. EARNEST MONEY DEPOSIT:**

1. The tenderer shall be required to deposit a sum of Rs. 14,400/- (Rupees Fourteen Thousand Four Hundred Only) as Earnest Money Deposit(EMD) in the form of Pay Order/ Demand Draft made out in favour of Container Corporation of India



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Ltd, payable at Mumbai along with tender document in the pre-qualification bid . Without EMD the tender will be summarily rejected.

2. The EMD of the unsuccessful bidders will be returned as soon as possible after the tender is finalized.
3. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit as per the request the successful bidder otherwise EMD will be refunded after receipt of Security Deposit in full.
4. It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further with mutual consent.
5. The Earnest Money mentioned above shall be forfeited to CONCOR if the tenderer withdraws before validity period of 120 days or extended period if any or finalization of tender, whichever is earlier. If tenderer refuses to accept the Formal Acceptance of Tender or fails to furnish the stipulated Security Deposit or Bank Guarantee shall also lead to forfeit of EMD. However, competent authority (CGM/WR in this case) shall have final decision whether to forfeit partially or fully or even refund the entire amount.

### **7. SECURITY DEPOSIT:**

1. The successful tenderer will be required to furnish a Security Deposit at the rate of 10% of contract value ( ie for 2+ 1 year = 36 months value ) which will be finalized under this contract towards successful performance under this contract within 10 days from the date of communication of award of contract, either in the form of Pay Order/Demand draft drawn in favor of Container Corporation of India Ltd, payable at Mumbai or in the form of Bank Guarantee (CONCOR Format-Annexure-C) from the Nationalized Bank. The validity of Bank Guarantee should be covered entire Period as well as obligatory period (36 Months Contract Period + 4 Months Obligatory Period=40 Months) and if further to be extended that may be done as per direction of CONCOR during the currency of contract. No interest shall be allowed or paid on the security deposit. In case of successful tenderer who wish to deposit SD through Pay Order/ DD, then, on his request EMD so submitted at the time of participation may be adjusted towards security deposit and balance amount shall be deposited as SD. Otherwise, successful tenderer may deposit entire amount as specified above as SD in the form of Pay Order/DD and the EMD will be refunded.
2. Security deposit /BG shall, subject to any deduction that may be required to be made by CONCOR under this contract, be returned to the licensee within four calendar months after completion of contract period or termination or discharge of the contract as the case may be. However in case of non-performance, and unsatisfactory performance, withdrawing without CONCOR consent, CONCOR may forfeit whole or part thereof of the security deposit/BG without prejudice to CONCOR's other rights and remedies available under various Laws. In the event of any dispute arising between CONCOR and Licensee or between CONCOR and any third party or any money payable to CONCOR by the licensee in reference to this contract, CONCOR shall detain the SD /Bank Guarantee or such balance thereof and /or other amounts payable to the licensee as CONCOR may in its sole discretion deem sufficient until the dispute is settled and determined. The licensee shall have no claim for compensation or otherwise for any such detention made by CONCOR.
3. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the licensee to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reasons of the terms and conditions, of this contract from

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the amount of security deposit , and in the event of any balance remaining due to CONCOR, the licensee shall forthwith pay the same .In the event of any such deductions being made from the SD, the licensee shall at once make the amount to the deficiency in the amount of the SD within 15 days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the licensee.

### **8. FACILITIES:**

- 8.1 The licensee/licensee will have to provide all food items made of material of standard and maintain high quality. Tenderer shall be responsible for the compliance of the provisions 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 there for and not the CONCOR. However, in such circumstances the contract will be treated as terminated automatically and the licensee will have to handover the vacant premises to the CONCOR authorities within 48 hours from the date of such conviction etc.
- 8.2 The menu with quantity and the price list will be as per the stipulation by TI/CONCOR-Mulund , for all items like meals, snacks and tea/coffee /breakfast /soft drinks etc. The licensee will supply only such items as specifically approved by the TM-Mulund-CONCOR and the price list approved by TI-Mulund -CONCOR shall be displayed at Canteen Place. However, more items can be included in the menu with the prior approval of the TI-Mulund-CONCOR. The quantity to be maintained for each item shall be decided by TM/Mulund and successful tenderer. The successful tender has to maintain the quality of the items which are going to be served to the customers.
- 8.3 Good furniture such as tables, chairs etc shall be provided sufficiently. The licensee shall have to replace and replenish such of the said articles as and when necessary, if desired by CONCOR. The entire rooms should be kept in neat, clean and tidy condition.
- 8.4 Good Quality kitchen equipment's, utensils, crockery, cutlery etc. shall be used by the licensee.
- 8.5 The successful tender has to use his owned furniture, fixtures, utensils, articles equipment's etc as CONCOR will not provide any infrastructure/equipment's etc, except providing Barren Space as indicated herein above.
- 8.6 The tenderer should not supply for outside persons/ outside the premises. The supply should be made only inside the premises for CONCOR customers/staff etc.
- 8.7 The licensee has to install exhaust fan at his own cost in the kitchen for proper exhaust of smoke.
- 8.8 The licensee has to install fly catcher/U.V. light gadgets for houseflies.
- 8.9. The pest control shall also ensured by the service provider/licensee within the canteen, atleast once in a quarter.
- 8.10 The licensee has to make provision for clean and hygienic drinking water by installing water purifier.

### **9. HEALTH & HYGIENE:**

- 9.1 The licensee will get all his workers medically certified from approved Registered Medical Practitioner recognized by Indian Medical Council to be free from communicable contagious diseases in addition to general fitness. Similarly, character & antecedents of staff to be deployed by the licensee for the said purpose to be verified from the Police before engaging them on duty.
- 9.2 The licensee will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen, store room and canteen hall/serving points/lunch room etc. with his owned cleaned materials.

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- 9.3 A very high standard hygiene must be maintained in all respect. Quick, day-to-day disposal of waste material with containers shall be maintained and dumping shall be done outside the premises at appropriate place approved by BMC. Licensee shall be solely responsible for timely compliance as per statutory regulations. Failure to do so the licensee is liable to pay fine, which may **extend up to Rs.1000/-** per such occurrence.
- 9.4 CONCOR reserves its right to take samples of edibles/raw materials from the canteen for the purpose of inspection and investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn by either authorized representative of CONCOR or any Govt./Local Self Govt. authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied Acts etc.
- 9.5 The successful tenderer has to comply with all rules laid under the Food Adulteration Act and allied Acts including the relevant rules laid down by the statutory authorities who are empowered to monitor such type of activities.

### **10. STATUTORY OBLIGATIONS:**

- 10.1 The licensee shall be liable to honor Central and State Govt. laws, statutory rules, regulations, notifications etc. and shall be solely responsible for any breach thereof. CONCOR stands indemnified against any penalty/persecutions consequent to the violations of such statutory provisions in force, by the licensee or his employee/representative.
- 10.2 Licensee shall be bound by the provision of Minimum Wages Act 1948, Payment of Wages Act as amended from time to time and the rules made there under with regard to labours in schedule employment.
- 10.3 Licensee shall observe and perform all the provision of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Rules 1971 or in statutory modifications or reenactment thereof for the time in force in Rules and Regulations made there under.
- 10.4 The responsibility for meeting with all the statutory requirements in respect of engaging the personnel, their service conditions, rules and regulations and all liabilities under the various Labour laws and other like PF, ESI, Bonus, Workmen Compensation, Gratuity, Bonus, Shops & Establishment Act, National/Festival Holidays Act etc. shall be that of agency and CONCOR shall in no way be responsible or liable in case of any dispute, prosecutions or awards made by courts of law or other Government Agencies.
- 10.5 In case of accident arising out of and in the course of this agreement, it will be the sole responsibility of the licensee for payment towards loss or compensation whatsoever as per the labour laws/or any other laws that were prevailing up on the licensee and CONCOR will not be responsible for payment of any compensation and CONCOR should be indemnified.
- 10.6 The licensee will have to obtain all necessary licenses for running the canteen under the relevant Acts and he will be solely responsible for all the consequences for not obtaining such licenses. The successful tenderer has to comply with all the provisions which are applicable for running the canteen contract includes from Municipality, Prevention of Food Adulteration Act and allied Acts etc. & Shops & Establishment Act, Contract Labour Act etc.
- 10.7 CONCOR shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of licensee failures in noncompliance of labour laws and other such laws which are applicable to the licensee, from the security deposit/bills without prejudice to its any other rights under the laws. Any claim/order passed against CONCOR, shall also lead to recovery of amount from the licensee, without prejudice to any other remedy or right of CONCOR.

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- 10.8 All the staff deployed for Catering Services should be provided uniform /identity cards by the successful tenderer with consultation with TI/Mulund. The uniform/Id cards should wear during the duty hours. The expenses incurred on this account shall be borne by the licensee.
- 10.9 That all the employees so employed/deployed by the licensee under this contract will be the direct employees /workers of the licensee and they would work under the supervision & control by the licensee. They should not confer any right to claim regularization in CONCOR for whatsoever reasons.
- 10.10 The successful tenderer shall at all times during the contract indemnify CONCOR against all claims that may be made under the following under mentioned acts or any statutory modifications thereof. Further, the tenderer shall also maintain all registers and documents/records/notices etc as specified under the various acts includes following acts.
- (a) The Payment of Wages Act, 1936
  - (b) The Minimum Wages Act-1948
  - (c) The Factory Act, 1948
  - (d) The Workmen's Compensation, 1923
  - (e) The Employees Provident Fund Act, 1952
  - (f) The Contract Labour (Regulation and Abolition) Act, 1970
  - (g) The Payment of Bonus Act, 1965
  - (h) The Payment of Gratuity Act, 1972
  - (i) The Equal Remuneration Act., 1976
  - (j) The Employees State Insurance Act, 1948
  - (k) The Industrial Disputes Act, 1947& The Employment of Children Act, 1938
  - (l) The Service tax Rules 1994
  - (m) The Child Labour(Prohibition & Regulation) Act-1986
  - (n) The Shops & Establishment Act
  - (o) Any other laws that will be applicable to licensee

### 11. **GENERAL:**

- 11.1 The canteen will work for catering services during office hours on all working days as mentioned herein above. The Terminal Manager will specify the working hours if needed. The canteen will also function on Saturdays and remain closed on Sundays and other holidays unless specifically desired otherwise by CONCOR.
- 11.2 Room-services from the canteen /service point to administrative offices, CONCOR'S Warehouse Offices, Customs & Other Customers' offices within the ICD premises, or any other new location that will come up during the contract period will be required to be extended by the licensee, if required and no extra charge for such services will be payable.
- 11.3 The licensee will ensure that hazardous or inflammable or any other intoxicating materials are not stored in the canteen premises.
- 11.4 The licensee/licensee shall not sub-let or assign the license /contract or use of the space provided to any other person /firm for running the canteen. He shall not allow any body to reside in the licensed premises and shall not use the same or any part of it for stocking or keeping goods/articles/liquors other than those needed for use in the canteen. The licensee shall not stock or sell any alcohols/intoxicants/tobacco related products such as liquor, co-caine, Gutka, pan-masala, cigarettes, pan etc. within the said premises. The licensee shall also not to stock or sell any products which are banned by law.
- 11.5 The licensee cannot be permitted to make any structural changes or additional structures and alterations to the premises which were allotted to him on leave & license basis without written approval of CONCOR. The licensee shall not stock or sell any spirituous liquor, co-Caine, opium or any other intoxicants within the said premises.

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- 11.6 The licensee shall display the approved rate list along with items and its quantity at canteen area.
- 11.7 The licensee shall keep a complaint book at location/(s), duly numbered and get the round seal of CONCOR affixed on each page, to ENABLE THE CUSTOMERS to lodge their complaint/suggestion, if any about quality service being provided to them. The CONCOR authorities may inspect the complaint book from time to time and issue instructions to rectify the substance of the complaint and the licensee will have to submit his compliance report to CONCOR.
- 11.8 Complaint shall be viewed seriously and fine upto Rs.1000/- per incident (count) can be imposed by the CONCOR authorities.
- 11.9 The licensee shall raise the monthly Bill in respect of Food/Tea etc consumed by CONCOR within 1<sup>st</sup> Week of Previous month Bill for payment. Limit for raising the Bill would be 3 months from completion of month and if not raised within 3 months, it will be deemed that Licensee waived his right to claim the Bill. However licensee can make reference to CONCOR-CGM/WR- who will review the case based on the reasons given by the licensee and pass the orders accordingly.
- 11.10 The barren premises as indicated herein above is being provided to the successful tenderer by CONCOR for running the canteen without furniture and fixtures . If the contract is awarded, the successful licensee shall have to use his own furniture, fixtures & utensils etc., with prior approval of the CONCOR. The equipment's/furniture /machines shall be located /arranged within the space allotted to them. If needed CONCOR may direct them to as to how to arrange the furniture etc. During the operation of the contract, the licensee has to arrange the proper maintenance and upkeep of all the facilities provided in the premises such as plumbing, electrical fittings/connections.
- 11.11 The premises so provided will be on Leave and License basis only on payment of monthly License fee being finalized through this tender & agreed upon between the Licensee & CONCOR. The licensee will not have any right over the said premises. After successful completion of contract period, the furniture/fixtures/utensils (Whatever the licensee brought in) can be taken back without damaging the CONCOR property and subject to the conditions that the licensee has to fulfill all the conditions/statutory compliance etc. mentioned in this tender.
- 11.12 **Vacation of Premises:** Upon expiry of contract period or termination of contract as the case may be, the licensee shall vacate the premises peacefully and handover the premises to CONCOR in a same peaceful manner when CONCOR handed over the premises to the licensee. In case of damages/ any shortfall observed in the premises/ fittings, the licensee has to rectify/make good the same or else the proportionate cost will be recovered from the licensee.
- 11.13 In case of termination of contract for unsatisfactory performance the licensee should not claim to complete the entire tenure of the contract on the account investments made etc.
- 11.14 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 demise in law of the said CONCOR premises or any part thereof and shall not give any legal title or interest to the licensee.
- 11.15 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 regard to fulfillment of terms and conditions of this contract.

**12. SAFETY:** The Licensee shall take adequate precautions and install sufficient fire equipment in the allotted space and the staff so deployed should be trained to minimize the damage in case of any mishap. On the other hand the Licensee shall also indemnify CONCOR against loss/damage to CONCOR/third party property as a result of any mishap in the premises of the Customer Food Plaza in the premises of ICD-CONCOR. CONCOR shall not be responsible for any loss damage to Licensee's property and any death/fatal accidents to his employees.

**13. VALIDITY OF OFFER:** The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the date of opening of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fails to observe or comply with the said stipulation, the amount of Earnest money as mentioned in the document shall be liable to be forfeited by CONCOR.

**14. ACCEPTANCE OF TENDER:**

1. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Chief General Manager, Western Region-Mumbai, who does not bind himself to accept the lowest /highest or any other tender.

2. Acceptance of tendered rates will be communicated by E-mail or Formal letter of acceptance of tender

3. The tender document in which tender is submitted by a tenderer shall become the property of CONCOR and CONCOR shall have no obligation to return the same to the tenderers.

4. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

5. On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within three working days.

6. CONCOR shall not give any intimation to the unsuccessful bidders about the factor the rejection of their tender both in the case of pre-qualification bids and financial bids. CONCOR also is not bound to give the reasons for such disqualification.

**15. EXECUTION OF CONTRACT DOCUMENT:**

1. The successful tenderer whose tender is accepted shall be required to appear at the office of the Chief General Manager, Container Corporation of India Ltd, Mumbai, in person if it is proprietor firm or, if the tenderer is a Firm, Company or a Corporation, a duly authorized representative shall be appeared and execute the contract documents as per Annexure-B (On Non judicial stamp paper of Rs.100/-) within 15 days of the date of issue of communication of award of contract from the CONCOR's office and start the work from the date indicated in the LOI. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR might take as per Terms and Conditions stipulated in this document.

**16. EXIT CLAUSE:**

CONCOR will also have the Liberty to seek a cause of termination of contract by serving an advance 30(thirty) days' notice against licensee in case there are strong business reasons for it doing so as determined by its management.

**17. UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF:**

- a. The licensee shall carry out the services at the locations as indicated in the tender as per the direction of CONCOR. In addition, in the event of unsatisfactory service or any failure at any time on the part of licensee to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final, the licensee shall be liable to be fined up to Rs. 1000/- per incident and amount to be paid immediately by the licensee. Terminal In charge /Mulund is the competent to impose the penalty by issuing a letter to the licensee referring to the nature of violation and if reply is not satisfied, the licensee may be imposed penalty or warned as per the discretion of terminal in charge- CONCOR/MULUND. However an appeal against imposition of such fines can be preferred by the licensee to the Chief General Manger/WR, who will review the case & pass the order which should be binding up on both the parties.
- b. The licensee shall at all times ensure that his performance is satisfactory, falling which CONCOR shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the licensee. In such cases CONCOR shall be at the liberty to carry on the work under this agreement through any other agency and all the expenses incurred on this account shall be at the sole risk and responsibility of the licensee and shall be recovered from any money due to him or from his security deposit/BG referred to in this agreement.
- c. Further, in case of repeated failures/unsatisfactory performance on part of licensee, it shall be open for CONCOR to give a show cause notice to the licensee seeking reply for such repeated failures/unsatisfactory performance within 14 days and in case of CONCOR being not satisfied with the reply of the licensee, the contract can be terminated. In the event of such termination of the contract, CONCOR shall be entitled to forfeit the security deposit /BG as it may consider fit. Note: Imposition of penalty and issue of warning letters on three or more occasions during last six months can be reckoned as repeated failures/unsatisfactory performance on the part of the licensee.
- d. The CGM/WR, CONCOR is the final authority who shall be empowered to consider review /remission/rescind/alter/modification of imposition/waiver of the above-mentioned penalties on any account either in part or in full at his sole discretion.

**18. TERMINATION OF THE CONTRACT**

- 18.1 In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final), it shall also be open to CONCOR to terminate this contract by giving not less than (7) seven days notice in writing to that effect and if the contractor, does not make good his default within the notice period, CONCOR shall be entitled to terminate the contract as a whole or in part.
- 18.2 In the event of such termination of the contract, CONCOR shall be entitled to:
  - (i) forfeit the security deposit as it may consider fit;
  - (ii) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by CONCOR in getting the work done and damages which CONCOR may sustain as a consequence of such action.
- 18.3 If the extra expenditure incurred by CONCOR on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by CONCOR under this or any other contract or otherwise. The

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contractor shall have no claim whatsoever against CONCOR, in consequence on such recoveries or termination of the contract, as stated above.

- 18.4 The certificate of CONCOR Official, Incharge of the ICD, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- 18.5 If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, CONCOR will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

### **19. DEBARRING OF BUSINESS DEALINGS**

- 19.1 In the event of premature termination of contract in terms of provisions of clause 18 above, CONCOR shall also be entitled to Debar the contractor for participation in future tenders of CONCOR for a period as deemed fit ranging from one (01) to three (03) years.
- 19.2 Further, in case if it comes to the notice of CONCOR that the bidder/contractor has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases CONCOR at its sole discretion may terminate the contract and debar such contractor for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 18, sub clause 18.2. to 18.4 above (Termination of contract) will become applicable.

### **20. ARBITRATION**

- (i) In case of any disputes arising out of interpretation of any of the provisions of this contract, the Chief General Manager/WR shall be the authority to appoint an arbitrator. There will be no objection if the arbitrator so appointed is an employee of CONCOR and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute in reference.
- (ii) Subject as aforesaid, the provision of the Arbitration Act 1996 or any statutory Modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (iii) It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amount claimed in respect of each dispute. The arbitrator(s) may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- (iv) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the canteen licensee shall be withheld on account of such proceedings.
- (v) The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- (vi) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- (vii) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- (viii) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole Discretion.



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(ix) The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

(x) The fees and expenses of the arbitrator shall be shared equally between CONCOR and other party in the dispute ie vendor/supplier/licensee.

**21. Dispute:-** (1) Every dispute , differences or questions which may at any time arise between the parties hereto or any person claiming under them or arising out of or in respect of this agreement or subject matter shall be referred to the Chief General Manager, CONCOR/WR and his decision shall be final and binding on both the parties. Any other matter relevant to this tender but not covered in the contract shall also be decided by making reference to him (CGM/WR) and his decision shall be final and binding.

(2) Any legal proceedings in respect of any matter of claim or dispute arising out of this tender, that can be instituted in appropriate Courts/ Tribunals / Forums in Mumbai only, which shall have sole and exclusive jurisdiction to try any cause/ dispute.

## **22. GENERAL :**

01. Any clarification in regard to the meaning or intent or interpretation of any of the provisions/clause/sentence of the terms & conditions mentioned in this tender document shall sought from Chief General Manager, Western Region whose decision in the matter shall be final and binding by the both the parties.

ALL THE TERMS AND CONDITIONS LISTED IN THIS TENDER DOCUMENT HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED BY ME/US.

(Name & Signature of the Tenderer)

**ANNEXURE-A**  
**SCHEDULE OF RATES (SOR)**  
**(FINANCIAL BID)**

**TENDER FOR PROVIDING CATERING SERVICES AT ICD-MULUND (EAST)-MUMBAI.**

To,  
The Chief General Manager,  
Container Corporation of India Ltd,  
5<sup>th</sup> Floor, New Administrative Building,  
Central Railway, D.N.Raod-FORT-Mumbai-400001.

Sir,

**Sub:-Quoting Monthly License Fee for Providing Barren (Empty Space) for Providing Catering Services at Inland Container Depot-Mulund( East)-Mumbai, on Leave & License basis.**

- (1) I/We have gone through the terms & conditions of the tender document and understood the conditions of the tender and I/We hereby submit my/our offer for monthly license fee for Providing Catering Services at ICD-Mulund (E)-Mumbai, is as under;

Sr. No .	Description	Rate(In figure) per month License fee, to be quoted	Rate in Words per month License fee to be quoted
1.	Monthly License Fee for the Barren (Empty Space), admeasuring 420 sq.ft at Administrative Building and area 715 sq.ft at parking area in the premises of CONCOR-ICD-Mulund (E )	Rs.....	Rupees-----

**NOTE :**

1. The bidder shall note that the minimum monthly license fee to be quoted shall not be less than Rs.20,000/- per month. If quoted below Rs. 20,000/-, their bid will not be considered irrespective of they have qualified in the Pre-Qualification Bid.
2. In case difference in figures and words, the rate quoted in words will be considered as final.
3. The Tender will be evaluated on the basis of the highest license fee offered by the Tenderer subject to fulfillment of the conditions mentioned in the tender form.
4. Before quoting the rate, tenderers are advised to visit the Inland Container DEPOT (ICD)-Mulund (E) to make themselves conversant with the location of canteen(s) premises where catering services are required to be provided.
5. In addition to the monthly license fee, the tenderer is required to pay electricity charges, water charges on monthly basis as per the actual consumption.. Besides, the tenderer shall have to pay the repairs and maintenance charges per month @ 5% of the monthly licensee fee finalized in this tender. GST as applicable shall be paid by the licensee.

All the terms & conditions of tender are acceptable to us.

(Signature of the Tenderer))  
**Name of the Company with Seal:**

(Signature of the Tenderer with seal)

# Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

## ANNEXURE-B(Draft Agreement)

### AGREEMENT FOR PROVIDING CATERING SERVICES AT INLAND CONTAINER DEPOT (ICD)-MULUND (E) –MUMBAI.

Contract Agreement No:

Date: -----

An agreement made this day of ----- Month , Two Thousand and Nineteen between Container Corporation of India limited, (CONCOR), A Govt. of India Undertaking and a company registered under Indian Companies Act, 1956 having its registered Office at CONCOR BHAVAN, C-3, Mathura Road, Opp; Apollo Hospital, New Delhi, 110001 (Which expression shall mean and includes its successor or successors in Office and assigns) representing herein by the-----, Container Corporation of India Ltd, Western Region, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road-FORT-Mumbai-400001-M.H (hereinafter called Company) of the one part AND M/s -----, represented by----- (hereinafter called the "Licensee" which expression shall mean and to include his/their respective heirs, executors, administrators and assigns) on the OTHER PART FOR THE PURPOSE OF PROVIDING CATERING SERVICES AT **INLAND CONTAINER DEPOT (ICD)-MULUND(E )-Mumbai** ON THE RATES, TERMS & CONDITIONS , ANNEXURE ETC SPECIFIED IN ENTIRE TENDER DOCUMENT No ----- dated -----

AND whereas the company accepted the offer of contract for "Providing Catering Services at INLAND CONTAINER DEPOT (ICD)-Mulund (E)-Mumbai , by M/s----- for the use of CONCOR Customers /Staff etc as per the contents of the TENDER DOCUMENT No -----dated----- finalized under this contract . Similarly, the Licensee has also accepted the offer extended by CONCOR for the same work to be carried out as per the Tender document referred above vide acceptance letter No----- dt-----.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

In consideration of the monthly license fee to be made by the licensee(Tenderer) to the licensor(CONCOR) for occupation of space provided by the licensor on Leave & License basis , the Licensee shall duly perform the said operations in the said TENDER DOCUMENT and shall execute the same with great promptness, care and diligence in the manner to the satisfaction of CONCOR and will carry out the work in accordance with the terms & conditions of this contract from ----- to----- and will observe, fulfill and honor all the conditions therein mentioned (which shall be deemed) and taken to be part of this contract as if the same had been fully set forth therein) .

In consideration of the due provisions, execution and completion of the said works, the licensee does hereby agree to pay the license fee as decided under this tender to the company and such other sum or sums as may become payable to the company (CONCOR) towards loss, damage to the company's equipment materials, plant and machinery liquidated damages, if any as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

IN WITNESS THEREOF, the said parties have herewith set their hands the day and year first above written.

LICENSEE

For and on behalf of Container Corporation of India Ltd.

WITNESS  
(NAME, SIGNATURE & ADDRESS)

1. ....  
.....

2. ....  
.....

WITNESS  
(NAME, SIGNATURE & ADDRESS)

1. ....  
.....

2. ....  
.....

(Signature of the Tenderer with seal)

**ANNEXURE-C**  
**SPECIMEN OF BANK GUARANTEE**

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, Western Region, 5<sup>th</sup> Floor, New Administrative Building, Central Railway, D.N.Road,FORT- Mumbai-400001-, having its registered office at 'CONCOR Bhavan', C-3, Mathura Road, Opp. Apollo Hospital, New Delhi 110 076, having agreed to permit [M/s \_\_\_\_\_] (hereinafter called the said Licensee) to [Name of tender] and also running the canteen at ICD-Mulund (E )-Mumbai on its behalf on the Terms and conditions of the agreement dated [.....]. made between [.....] and ..... [.....] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Container Corporation of India Ltd., an amount not exceeding [Rs. .... only] against any loss or damages caused to Container Corporation of India Ltd., by reason of any failure of the licensee to fulfill the terms & conditions in the said agreement.
2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief General Manager , Container Corporation of India Ltd, Western Region-Mumbai, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said licensee to perform the contract as per terms & conditions of the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs. ....]
3. We [ Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.
4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the end of ----- Years and ----- months from the date of issue (whichever is later) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within four months from the date of aforesaid agreement.
5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by CONCOR. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Container Corporation of India Ltd. the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of

## Tender for Appointment of Licensee for Providing Catering Services at ICD-Mulund( E)

the powers exercisable by the Container Corporation of India Ltd., against the said licensee and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said licensee or for any bearance, act or commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
  - a. be limited to a sum of [Rs.....].
  - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before .....

OFFICER'S SIGNATURE WITH BANK SEAL

Date: