

**TATA MEMORIAL HOSPITAL  
(TATA MEMORIAL CENTRE)  
DR. ERNEST BORGES MARG  
PAREL, MUMBAI 400 012.**

**TERMS AND CONDITIONS FOR RUNNING THE EMPLOYEES CANTEEN ON CONTRACT BASIS FOR THE YEAR 2007-2008, FROM 1<sup>ST</sup> SEPTEMBER 2007 TO 31<sup>ST</sup> AUGUST 2008.**

**THIS TENDER FORM IS TO BE DULY SIGNED AND ENCLOSED ALONG WITH THE TENDER.**

1. Sealed Tenders are invited by the Director, Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Mumbai 400 012, for running the Employees Canteen on contract basis at the Tata Memorial Hospital, Dr. Ernest Borges Marg, Parel, Mumbai 400 012.
2. Tenderers are required to sign the Terms & Conditions of the tender and submit along with the tender.
3. Tenders must be submitted in the sealed covers, duly superscribed "**TENDERS FOR RUNNING THE EMPLOYEES CANTEEN FOR THE YEAR 2007-2008**", addressed to the DIRECTOR, TMC, and should be delivered at the office of the Purchase Officer, Tata Memorial Hospital, Parel, Mumbai 400 012, on or before 9<sup>th</sup> July, 2007 upto 4.00 pm.
4. Tenders which are received late will not be taken into consideration.
5. No tender will be accepted unless the full amount of Earnest money Deposit ( EMD) Rs. 2000/- (Rupees Two thousand only) is paid. Earnest money deposit must be paid in cash or by Demand Draft in favour of **Tata Memorial Hospital, payable at Mumbai**, E.M.D. receipt is required to be produced while submitting the tender.
6. Tenders received upto 4.00 pm on 9<sup>th</sup> July 2007 will be opened at 2.00 pm on 11<sup>th</sup> July 2007 in the presence of those tenders who wish to be present.
7. The contractual period is one year, but on completion of one year if mutually agreed it will be extended for another year i.e. up to 31<sup>st</sup> August 2009.

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8. The name of the Proprietor and Partners, if any of the Contracting firm should be specified in full with their Residential addresses and Telephone Numbers/Mobile Numbers. Latest Income Tax Clearance Certificate, Registration Certificate issued under shops and Establishment Act, & List of establishment where the canteen is being run by your establishment must be submitted along with the Tender. The said information is to be furnished in the enclosed vendor capability proforma wherever necessary documentary evidence is to be provided.
9. The Tenderers are requested to fill in the rates duly typewritten against each item of the schedule. Only one rate should be filled in against each item. The Rates should be legibly written. Erasures and correction in figures without the Tenderer's initials, will tend the Tender, liable for rejection.
10. In case of acceptance of the Tender, the contractor shall deposit a sum of **Rs. 25000/- (Rupees Twenty five thousand only)** as Security deposit towards performance guarantee. This deposit amount shall not carry any interest, but the contractor is free to deposit Security in the form of a Bank Guarantee.
11. In case of the acceptance of the Tender, the tenderer will have to enter into an Agreement/ Contract as per the specimen copy of the agreement/contract attached herewith.
12. In case of the acceptance of the Tender, the prices quoted therein must be valid for one year, i.e. upto 31<sup>st</sup> August 2008.
13. Tenderers must distinctly understand:-
  - A. That they will be strictly required to conform to the conditions of the Contract as contained in each of its clauses and that the plea of "CUSTOM PREVAILING" will not on any account be admitted as an excuse on their infringement of any of the conditions.
  - B. That the full Contract Deposit must be paid within the time specified and the Contract must be signed on or before the date fixed and intimated in writing to the successful Tenderer.
  - C. That a postponement of the payment of the full Security Deposit for the execution of the Contract will not be permitted, by reason of the Director having in her possession other Deposits, on account of other Tenders or Contracts, which deposits may be or become returnable to the Tenderer and which they may wish to transfer as Deposit under this Contract. Such transfers will not under any circumstances be permitted.

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- D. That no subsidy will be given over the quoted rates. However, no charges will be levied on Electrical Fixtures, Fans, Refrigerators, Water Coolers and Canteen Space premises. Electricity consumed shall be metered and charges will be payable by the contractor. Caterer shall pay a nominal sum of Rs.100/- p.m. for supply of water by TMC to the Caterer.
14. Every Tender must remain open for acceptance for 90 days from the date of opening of the Tender.
15. The Tenderer must produce necessary documentary proof about his bonafideness, such as Banker's Name, Latest Income Tax Clearance Certificate, Possession of the Shop/Hotel/Canteen/Office and Godown.
16. The Tenderer while quoting the rates should bear in mind that the stuff to be supplied should be of the best quality.
17. The Director at her sole discretion may reject all or any tender without assigning any reason for the same.
18. Vendors are required to submit the tenders in the form of a Microsoft Excel on a 3 1/2 floppy/CD in the format supplied along with the tenders. Vendors are required to submit a hard copy of the same duly signed on each page of the form of the tender.

**For DIRECTOR  
TATA MEMORIAL CENTRE**

I/We have read the **TERMS AND CONDITIONS** and the same are acceptable to me/us.

\_\_\_\_\_  
(Tenderer's Signature)

TENDERER'S NAME AND ADDRESS:

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

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

\_\_\_\_\_

\_\_\_\_\_

TEL NO: \_\_\_\_\_

MOBILE NO: \_\_\_\_\_

Stamp paper Rs.100/-

**IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. This Agreement shall be in force from 1<sup>st</sup> September 2007 to 31<sup>st</sup> August 2008, provided that the Director shall be entitled to terminate this agreement at any time by one month's Notice without assigning any reason whatsoever.
2. (A) The said Canteen is the absolute property of the TATA MEMORIAL CENTRE (HEREINAFTER REFERRED TO AS TMC) who hereby grants to the Caterer permission to use it for running and maintaining a Canteen on payment, a nominal licensee of Rs. 100/- per month.
  - (B) The Caterer shall not sublet either in whole or in part or use the said Canteen otherwise than for the purpose of this Agreement, or shall make or permit to make any structural additions and/or alterations to the same without the previous permission in writing of the Director, which expression shall include all or any of the Officers, nominated by her for discharging the functions entrusted to her under this agreement.
  - (C) The said Canteen shall not be used for residential purpose. In case, any rest room is required for essential staff to meet functional needs the list of such employees is to be given to the Administrative Officer for approval.
  - (D) The Caterer shall keep the said Canteen scrupulously clean and in a sanitary condition to the satisfaction of the TMC management and shall not damage the said Canteen or allow to be damaged.
  - (E) It shall be the responsibility of the Caterer to employ adequate number of cleaners and sweepers and provide them with adequate and necessary detergents for keeping the kitchen scrupulously clean.

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3. (A) TMC shall provide free of cost to the Caterer furniture, refrigerator, water cooler, utensils, thalis, crockery and cutlery and other such items as may be considered necessary (hereinafter called "the said items of equipment") for running and maintaining the Canteen. The said items of equipment's shall remain the property of TMC. During the period, the said items of equipment's are entrusted to him, the Caterer shall use them with due attention and care. The maintenance of the said items of equipment shall be the responsibility of TMC. If any of the said items of equipment is found to be damaged on account or on the part of the Caterer or any of his employees, the Caterer shall be required to pay the charge for repairing and/or replacing the same as the case may be. The replacement shall be made by the Caterer by a new item of equipment of the same quality, size and make.  
  
(B) If any dispute arises as to whether any of the said items of Equipment has been damaged on account of improper care and or on account of negligence on the part of the Caterer or his employees or if any dispute arises as to whether the replacement of the said item of equipment or crockery or cutlery is not of the same make, quality and size, the decision of the TMC management in the matter shall be final and binding on the Caterer.
4. The Caterer shall replace at his own cost the items of the equipment referred to in clause No.3, if any of them:
  - A. is lost, or misplaced or
  - B. damaged beyond repairs is caused to it on account of lack of proper care or on account of negligence on the part of the Caterer or any of his employees.
5. Uniforms to be provided by the Contractor:-  
  
The Caterer shall employ adequate number of employees at his own expense for the proper discharge of the responsibility entrusted to him under the Agreement and such employee shall be persons with enough experience and shall be provided with Uniforms (Half-Pant/Pant with half sleeve Bush Shirt/Shirts) by the Caterer at his own cost and they are to be maintained neat and tidy while on duty.
6. The Caterer shall employ only those persons in the Canteen who are found medically fit. Tata Memorial Hospital reserves its rights to examine any of the employees for medical fitness. Expenses, if any incurred by the TMC on medical examination of such employees, shall be borne and paid by the Caterer.

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7. The Caterer shall comply with the provisions of the laws which will be applicable to his employees working in the Canteen regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, etc. If on account of non-compliance with the provisions of any such laws, TMC is called upon to make any payment to or in respect of his employees, the Caterer shall fully reimburse to TMC all such payment and TMC shall be free to make deductions on his account from the amount of Security Deposit, in which case, the Caterer shall immediately pay to the TMC such amount as may be necessary to make up the required Security Deposit, or from the dues which may be payable to TMC to the Caterer. The Caterer will sign an Indemnity Bond in favour of TMC to this effect. (Format of Indemnity Bond enclosed).
8. The Caterer shall keep the Canteen open at such timings as fixed by the TMC management from time to time.
9. The rates to be charged by the Caterer for sale of articles of food, beverages, if any and cold drinks in the Canteen shall not exceed those set out in the Schedule hereto and the said Schedule shall be displayed at a conspicuous place in the said Canteen. The Contractor shall finalise the menu for lunch etc. in consultation with the TMC management.
10. The articles of food, beverages and cold drinks sold or intended for sale in the Canteen shall be fresh and wholesome of their respective kind and obtained from sources approved by the TMC management. The quality of provisions used for the preparation of food items shall be approved by the TMC management. The **CONTRACTOR SHALL USE** Govt. Whole milk for preparation of Tea, Coffee and Special Milk preparations.
11. TMC MANAGEMENT SHALL HAVE THE RIGHT.
  - (A) To stop the sale of or to destroy any article of food or drinks sold or exposed for sale in the Canteen.
  - (B) To stop the service rendered by the Caterer in the Canteen which is not of the requisite standard.
  - (C) TMC management shall demand and be supplied with a sample of any article of food or drinks sold or intended for sale free of cost for inspection and analysis.

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- (D) That no subsidy will be given over the quoted rates. However, electrical fixtures, fans, refrigerator, water coolers and canteen space/premises given will not be charged. Electricity consumed shall be metered and charges will be payable by the Contractor.
- (E) If any inspection or in the analysis, it is proved to the satisfaction of TMC management, whose decision shall be final, the articles of service rendered by the Caterer is not of the requisite standard, the caterer shall be liable to pay to the TMC a sum not exceeding Rs.100/- as may be determined by TMC management, as liquidated damages each time.
12. The Caterer shall not bring or cook or permit drinking or cooking in the Canteen of beef or bacon, or permit the skinning of animal within the Canteen. Under any circumstances, the Caterer shall not bring and serve outside cooked food like Chapatis, Puris within the Canteen.
- (A) In case of acceptance of the tender, the prices quoted therein must be valid for one year, i.e. upto 31<sup>st</sup> August 2008 and under no circumstances will the prices be revised over the rates quoted by them even after imposition of new duty or increase in the existing duties.
13. The Caterer shall abide also by the rules and regulations of rationing authorities, municipal Bye-laws, rules and regulations and also by the laws of the state in force from time to time relating to sale of articles of food.
14. For the supply of water by TMC to the Caterer, he shall pay a nominal sum of Rs.100/- per month.
15. Charges on account of Electricity consumed for the purpose of light, fans, refrigerator, water coolers, sterilisation and any other electrical equipments and appliances supplied for, shall be metered and the Caterer will have to pay electricity charges for availing of this facility on demand.
16. Charges on account of electricity, LPG or any other media of fuel, consumed for cooking, grinding, heating etc of food shall be borne and paid by the Caterer.
17. Only LPG or Electricity will be used for cooking. No. coal or wood shall be used as fuel for cooking of food, heating of food etc.

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18. Initially, one gross of drinking water glass tumblers will be supplied to the Caterer on accountable basis. Thereafter, it will be the responsibility of the Caterer to make available not less than the same quantity of glass tumblers at all times in the dining hall at his own cost for drinking water services.
19. The Caterer should not use plastic cups to serve any Cold Drinks, Beverages, & Food Stuffs etc.
20. The dealings of the Caterer and his employees with the customers shall be polite. The Caterer shall while the agreement is in force, keep a complaint book in a conspicuous place in the said Canteen in which the complaints may be recorded and which shall be opened for inspection by the TMC management, for the purpose.
21. The TMC management shall appoint a Canteen Supervisor for the purpose of supervising the maintenance of cleanliness and the preparation of food stuff in a hygienic manner. The Canteen Supervisor shall have access at all times to the kitchen of the Canteen, or to any part of the Canteen, for inspection.
22. The Caterer shall allow the official of the TMC to enter the Canteen in order to inspect and execute:
  - (A) Any Structural additions and alterations or repairs to the said Canteen premises.
  - (B) Repairs to electric, water and sanitary installations which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties.
23. The TMC shall not be held responsible for any loss or damage due to any reasons whatsoever to any goods, stores or articles, whether intended for sale or not, that may be kept in the said Canteen by the Caterer.
24. The Caterer shall not permit or exhibit in the said building, printed or written Notices or Advertisements of any kind whatsoever without the previous written permission of TMC management, except concerning the Canteen's own business.
25. The Caterer shall comply with any other instructions which may be issued from time to time by the TMC management.

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26. The Caterer shall deposit a sum of Rs.25000/- (Rupees Twenty five thousand only) as Security for the due performance of the Agreement. This deposit amount shall not carry any interest but the Caterer is free to give in the form of Govt. Security or Bank Guarantee valid upto 31<sup>st</sup> December, 2008.
27. All disputes and differences arising out or in any way touching or Concerning this Agreement (except those the decision whereof is otherwise hereinafter specifically provided for ) shall be referred to the sole arbitration of a person nominated by the Director, TMC. There shall be no objection to any such appointment of the arbitrator on the ground that the person appointed is an employee of TMC, that he has to deal with the matters to which the agreement relates and that in the course of his duties as such, employee has expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this Agreement. It is a term of this agreement, that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director, TMC shall appoint another person to act as an arbitrator in accordance with the terms of this Agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement that a person other than a person nominated by the Director, TMC should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Subject as aforesaid the provisions and arbitration act, 1940 or any statutory notification or re-enactment thereof and the rules made thereunder from time to time shall be applied to such arbitration.

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28. On the expiry or earlier termination of this Agreement, the said Canteen shall be vacated peacefully by the Caterer and handed over to the TMC in good condition.

29. IN WITNESS WHERE OF C.A.O., for and on behalf of the Director, TMC, and the Caterer have thereunto set their respective hands the day, month and year first above written.

T. ANBUMANI  
Chief Administrative Officer  
For Director

WITNESS :-

1.

2.

**CANTEEN CONTRACTOR**

1.

2.

**FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE**  
**(To be furnished in Stamp paper as per Stamp Act)**  
**(At present not less than Rs. 100/- stamp paper)**

This deed of Indemnity executed by .....hereinafter referred to as 'Indemnifier ' or 'Contractor' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Tata Memorial Hospital, hereinafter referred to as the 'Indemnified' or 'Purchaser' which expression shall unless repugnant to the context of meaning thereof, include its administrators, successors and assignees.

Witness as to:

Whereas the Purchaser herein has awarded to the Contractor herein a contract for the running of Laundry at Tata Memorial Hospital (Tata Memorial Centre), Dr. E. Borges Marg, Parel, Mumbai 400 012, on terms and conditions set out inter alia in the Purchaser's contract/Award no..... for a contract valued at Rs. .... (Rupees .....only) and whereas, clause \_\_\_\_\_ of the above mentioned contract/Award provides for an indemnity bond to be given to the Indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified against all or any liabilities arising out of conducting the contract towards the employees of the contractor assigned for carrying out the job of running the laundry from time to time at Tata Memorial Hospital, including the quantum and payment of salaries, allowances, statutory liabilities and any other payments to the contractors employees or on behalf of the contractor's employees or on behalf of the Indemnifier shall be the sole responsibility of the Indemnifier.

The indemnifier further irrevocably agrees to indemnify the indemnified against any liability and/or penalty by whatever name it may be called arising out of any demand for or on behalf of the employees of the contractor, or on account of any demand by any statutory authorities. This indemnity shall be in force for a period of five years after the end of the date of the contract period or one year after the end of any litigation arising out of this contract whichever is later.

Name the Indemnifier :

Designation :

Name and address of the contractor :

**WITNESSES**

1.

2.

**TATA MEMORIAL HOSPITAL  
VENDOR CAPABILITY PROFORMA**

**BASIC INFORMATION**

<b>Name :</b>		
<b>Address:</b>		
Telephone No :	Fax No. :	
E-mail .:	:	
Contact Person :	Name	:
	Designation	:
	Telephone No. :	Mobile No. :
Constitution of the company	: Proprietary / Partnership	
Year of establishment		
Name and address of Bankers and Account No. :		
Credit limit :		
PAN No.		
Shops and establishment license No. :		

**Commercial Information**

Are you in Contract of running the employees canteen / catering services with any other Hospital / organization		
Name and addresses of the Hospital Organisation	Period of service rendered from	to

**Other Information**

<b>Please enclose photo copies of the following:</b>
1. Balance sheet and P&L A/c for last three years
2. Shops and establishment License
3. Latest Income Tax Clearance Certificate.

Date :

Signature of the Vendor:

For TMH Office use only

Inspection carried out by :
Inspection Date :
Vendor Code :
Signature of inspector :
Approved / Rejected by :

Purchase Officer.