

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Autonomous Institution of the Department of Atomic Energy, Government of India
HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400 005.

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Ref.: TIFR/PD/CF17-115/171998

January 20, 2018

NIT cum Tender Document (TWO PART PUBLIC TENDER) for the following Services:

PROVIDING CATERING AND SERVING SERVICES AT JAGADISH STUDENTS' CANTEEN, TIFR HOUSING COMPLEX, HOMI BHABHA ROAD, COLABA, MUMBAI 400005 AS PER ATTACHED TENDER DOCUMENT

Tender No.	TIFR/PD/CF17-115/171998
Estimate Cost	Rs. 24 Lacs
Tender Fee	Rs. 500/- Demand Draft in favour of Registrar, TIFR, Mumbai
EMD	Rs. 48,000/- Demand Draft in favour of Registrar, TIFR, Mumbai
Type of Tender	Two Part Public Tender
Last Date for Submission of Tender	21.02.2018 on or before 1730 Hours
Date of Opening Bids	22.02.2018 at 1500 Hours (Only Technical Bid Part "A")

Both Technical Bid (Part A) and Financial Bid (Part B) to be submitted within the due date and time in separate envelopes and marked on top as Part A and Part B. These two sealed envelopes should be further put in one Master Envelope superscribed with the Tender No., Title Due Date in Bold Letters.

All prospective bidders are requested to visit our website regularly for any such updates/corrigendums.

Please see attached tender documents.

TATA INSTITUTE OF FUNDAMENTAL RESEASRCH
NOTICE INVITING TENDER (TWO PART PUBLIC TENDER) FOR PROVIDING
CANTEEN SERVICES IN JAGADISH STUDENTS' CANTEEN, TIFR HOUSING
COMPLEX, HOMI BHABHA ROAD, COLABA, MUMBAI 400005

1. Registrar, Tata Institute of Fundamental Research hereby invites sealed quotations for the following services:-
 - a. Description : **FOR PROVIDING CATERING AND SERVING SERVICES AT JAGADISH STUDENTS' CANTEEN, TIFR HOUSING COMPLEX, HOMI BHABHA ROAD, COLABA, MUMBAI 400005**
 - b. Earnest Money Deposit :Rs. 48,000/- Demand Draft to be drawn in favour of Registrar, TIFR, Mumbai
 - c. Cost of Tender document : Rs. 500/- Demand Draft to be drawn in favour of Registrar, TIFR, Mumbai
 - d. Due date for submission of Tender : 21st February 2018 upto 1730 hrs.
 - e. Opening of Tender : 22nd February 2018 at 1500 hrs.
(only Technical Bid Part "A")
2. The Tender PART "A" (Technical Bid) consisting of Technical Bid (see point 13 below) & Commercial Terms and PART "B" (Financial Bid) consisting of only Price Bid (see point 14 below), shall be submitted in separate sealed envelopes duly super scribed with the tender enquiry number, title and the due date in bold letters, addressed to the Purchase Officer, Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400 005. The envelopes should be clearly marked on top as either PART "A" or PART "B". The two sealed covers should be further put in a master cover super scribed with the Tender Enquiry No., Title and Due Date in bold letters, addressed to the Purchase Officer, Tata Institute of Fundamental Research, Homi Bhabha Road, Colaba, Mumbai – 400 005. The sealed master envelop has to be delivered by hand/courier at the security Gate Officer of TIFR on or before 1730 hrs on the due date specified. The technical bid will be opened in the presence of attending tenderers at 1500 hrs on the date of opening bids (Technical Bid Part "A") at Purchase Section, TIFR Mumbai. Tenders submitted after 1730 hrs. on due date will not be considered. **In case the PART "A" and Part "B" bids are not sealed in separate envelopes the tender will be rejected. The technical bid should not contain any indication of the price.**
3. The quotation should be accompanied by Tender Fee of Rs. 500/- and EMD of Rs. 48,000/- by way of Demand Drafts drawn on any Nationalized Bank in favour of

Registrar, Tata Institute of Fundamental Research payable at Mumbai. Tenders submitted without Tender Fee and Earnest Money Deposit will not be considered.

4. The contractor, whose quotation is accepted will be required to furnish a Security Deposit @ 10% of the value of the contract towards the fulfilment of the contract. Earnest Money in respect of unsuccessful tenderers shall be returned.
5. In case of successful tenderer, the Earnest Money Deposited (EMD) at the time of tender will be treated as part of the Security Deposit, if requested by the bidder. The balance amount has to be paid by way of DD from any Nationalized Bank in favor of Tata Institute of Fundamental Research, Mumbai.
6. Initially the contract period will for 12 months which may likely to be extended for a period of 24 months (12 months at a time) based on the performance.
7. The service covered by the contract should be carried out on all working days and on Saturdays and Sundays during the period as per the schedule given in writing by the TIFR or an Officer nominated by them.
8. In case of the performance not being satisfactory, the contract shall be terminated by giving one month notice and the security deposit will be forfeited.
9. The decision on acceptance or rejection of quotation will rest with the Purchase Officer, TIFR, who does not bind himself to accept the lowest quotation and Institute reserves the right to reject any quotation without assigning any reason whatsoever.
10. The quotations, which do not fulfill all or any of the above conditions, incomplete in any respect, are liable to be summarily rejected.
11. Mode of payment will be on the basis of submission of invoices duly certified by the Registrar, TIFR or an authorized officer on his behalf on monthly pro-rata basis.
12. Intent contractors may inspect the premises/area covered by the service contract to acquaint with the prevailing conditions so as to enable them to reasonably assess the requirements for giving the service on any working day between 11.00 Hrs. to 12.00 Hrs and 14.00 Hrs. to 16.00 Hrs on prior appointment with Adm. Officer, GA, TIFR, Mumbai at the above address. (Tel. No. 22782581).
13. The "PART A" (Technical Bid) should include the following: (a) The qualification and experience of the Contractor in providing similar services elsewhere substantiate with proper documents. (b) Details of the Contractor's business profile including the number of employees working, number of establishments etc. (c) An outline of the menu (no price) of the items envisaged by the contractor for various time slots described in Annexure I (Scope of the work). (d) List of infrastructural support required by the Contractor to provide the canteen services as described in Annexure I

(Scope of work). The technical bid should not include any price whatsoever. **A copy of the latest Income Tax Certificate should be attached along with the offer.**

14. The “ PART B” (Financial bid) should include the following (Outlined in Annexure IV): (a) The number of staff of different category to be employed by the contractor for the service as outlined in the Annexure I (Scope of the work) and the wages to be paid for the whole contract period to them showing the total wage component of the bid. (b) The contractors Service Charge showing total payable for the contract period. (c) Taxes if any should be indicated separately in the tender document.

TATA INSTITUTE OF FUNDAMENTAL RESEARCH

GENERAL TERMS AND CONDITIONS OF THE SERVICE CONTRACT FOR PROVIDING CATERING AND SERVING SERVICES AT JAGADISH STUDENTS' CANTEEN, TIFR HOUSING COMPLEX, HOMI BHABHA ROAD, COLABA, MUMBAI 400005.

1. General Terms and Conditions

- 1.1. A two part tender by a firm must be signed separately by each partner thereof, or, in the event of the absence of any partner, it must be signed on his/her behalf by a person holding a power of attorney authorising him/her to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 1.2. Receipts for payment made on account of a work, when executed by a firm must be signed by all partners, except where the contractors are described in their tender as a firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

2. Interpretation Clause

- 2.1 Institute' means Tata Institute of Fundamental Research (TIFR), Mumbai 400005
- 2.2 "Jagadish Students' Canteen (JSC)" means the canteen facility intended to operate at the ground floor of the Jagadish building in the TIFR Housing Complex
- 2.3 'Contractor' means the company or firm or party or a person, on whom the contract/order is placed to provide Canteen services along with allied duties and shall be deemed to include his successors, heirs, executors, administrators and authorised assignees, as the case may be.
- 2.4 'Director' means the Director of TIFR, who will be the overall in-charge of all activities of and whose decisions in all administrative and other matters related to maintenance will be final and binding on all concerned parties under this contract.
- 2.5 'Committee' means On-Campus Contract Canteen Services Committee of the Institute.
- 2.6 'Subcommittee' means the subcommittee of the on-campus contract canteen committee designated to monitor day-to-day operations of the canteen and will give instructions to the Contractor or his authorized representative, for performing his duties as Contractor.
- 2.7 'Work order' means a written order, conveying acceptance of the offer of the party containing general & special conditions of the order. Also includes a letter, fax, email conveying acceptance of the party with specified (or necessarily implied) conditions to be followed by a written order/an agreement, and includes any further amendment made to the order on the basis of mutual agreement of the parties.
- 2.8 'Month' shall mean the calendar month.
- 2.9 'Person' shall include a firm/s, companies, association of persons on other bodies, whether incorporated or not.

- 2.10 'Parties to the order' means the Contractor and the Institute.
- 2.11 'Staff' means person who is employed, full time or part time or on contract basis in the JSC

3. Mode of payment

- 3.1 Mode of payment by the Institute will be on monthly pro-rata basis, on submission of invoices by the Contractor. The contractor shall also submit a certificate stating that the labourers employed for this contractual work, for the invoice period, have been paid wages not less than the minimum prescribed by the Minimum Wages Act. Taxes as applicable will be deducted from the contractor's bill.
- 3.2. If the contractor/s or his/their employees break, deface, injure or destroy any part of the building in which they may be working or/any building, road curbs, fence, enclosure water pipes, cables, drain, electrical or telephone posts or wires, the contractors shall make good the same at his/their expenses, and in the event of his/their refusing or/failing to do so, the damage shall be repaired at his/their expense by the Registrar, TIFR who shall deduct the cost from any sums due, or which become due to the contractor/s.
- 3.3 The Security Deposit shall be paid or deposited by the Contractor in the form of Demand Draft drawn in favour of Tata Institute of Fundamental Research drawn on any Nationalised Bank payable at Mumbai by the contractor. The Security deposit can also be submitted in the form of Bank Guarantee in our prescribed format from any Nationalised Bank which shall be valid throughout the contract period plus three months with provision for lodging the claim within six months after the validity of the bank guarantee expires. The amount of Earnest Money Deposit (EMD) paid by the contractor at the time of submission of bids shall be converted into part of security deposit.
- 3.4 The Security deposit shall not bear any interest. Security Deposit shall be refunded to the contractor/s within a period of 3 months is elapsed after payment of the final bill for the work and a portion thereof may be retained at the discretion of the Registrar, TIFR if he is satisfied that the portion retained will cover any claim that may be outstanding against the contractor.

4. Employment of Labourers

- 4.1 No labour below the age of eighteen years shall be employed for the work.
- 4.2 The contractor shall appoint a full time Supervisor who will supervise work and also co-ordinate with officer concerned to carry out the day-today work in a smooth and efficient manner.

- 4.3 The employees deployed by the Contractor for the above work shall be subject to production of all necessary statutory certificates for running the canteen services and also subject to the security regulations of TIFR.
- 4.4 The employees deployed by the Contractor shall have valid Police verification certificate.
- 4.5 The labourers employed by the Contractor shall wear proper uniform to be supplied by the Contractor. The colour of the uniform shall be got approved from the TIFR.

5. Payment Terms & Procedure

- 5.1 The Contractor shall pay the salary to all workers on a monthly basis, as mentioned in the Annexure III. The payment is to be made in the presence of authorized representative of TIFR. Monthly compensation is subject to change only due to variation, in accordance with the notification / order issued by the Ministry of Labour & Employment Govt. of India from time to time.
- 5.2. The Contractor shall pay to its workers according to the attendance sheet provided by TIFR.
- 5.3 The Contractor shall be entitled to service charges, as mentioned in the Annexure IV - a lump sum amount only. No change in service charges during the currency of contract Period will be allowed.
- 5.4 An amount of Rs. 2000/- per head per year for 2 sets of uniforms shall be reimbursed by the Institute. Same can be claimed along with the bill for the second month by the Contractor against a bill.
- 5.5 The Contractor shall furnish a duly signed Indemnity Bond on a stamp paper of Rs. 100/- as per format enclosed as Annexure – IV, after the award of contract.
- 5.6 The contractor shall inform the Institute sufficiently in advance the date and time of disbursement of salary / wages, which should be during working hours on a working day before 4.00 p.m. Monthly salary or any other disbursement to workers under the contract shall be made in the presence of an authorized representative of the subcommittee.
- 5.7. **PENALTY FOR FAILURE TO DISBURSE WAGES:** If the TIFR Director/ Administrative Officer finds that disbursement of wages have not been made by the contractor to his workers, as per the terms of the contract and the reasons given by the Contractor are bad in law or the contractor unduly delays the disbursement of wages, the Institute reserves the right to arrange disbursement of wages and to effect

appropriate recovery from the Contractor along with penalty at the risk and cost of the Contractor and no service charges will be paid to the contractor in such an instance.

- 5.8 The TIFR reserves the right to terminate this contract in such events (as stated in 5.7) with immediate effect without notice and enter into another contract at the risk and cost of the defaulting Contractor for the balance period. No compensation, service charges will be paid to contractor in the event of such termination of the contract.
- 5.9 In case of controversies or disputes arising due to negligence or failure on the part of the Contractor to keep proper and updated documentation/license etc., the contractor shall be entirely responsible for the same and settle/resolve all such matters with his own effort and cost.
- 5.10 Payment by the Institute to the Contractor will be made on production of bill in original along with the documents containing remittance of all govt. dues related to staff members working under contractor. A fixed service charge per month will be paid by TIFR. Wages for the approved number of staff, subject to a maximum fixed in the contract value will be paid by TIFR. The contractor will be responsible to recover from the sales the cost of raw materials, gas (cost of two cylinders will be reimbursed by the Institute) , **NO CHANGE IN SERVICE CHARGES WILL BE ALLOWED DURING THE CURRENCY OF CONTRACT.**

6. Eligibility Criteria

- 6.1. The Contractor has to **provide GST registration No. and submit copy of valid Shop & Establishment Act License, PAN card, ESI registration certificate, PF registration certificate.**
- 6.2 The Contractor should provide at least two reference details where currently he is providing the services. The Institute reserves the right to seek confidential input from these references which can be used in the evaluation for awarding the contract.
- 6.3 The Contractor should have at least 2 years of experience in running similar kind of facility. The supporting documents viz. Work order of the executed job. should be submitted along with the tender document, giving details of no. of users, turnover etc.

7. Safety

The Contractor shall ensure that the work described in the contract shall be carried out safely. **During currency of the contract in case of any injury/accident happens to the persons engaged for the above work, TIFR shall have no responsibility towards any treatment, compensation, loss, if any etc. and the**

Contractor shall be fully responsible to bear all the expenditure and also shall be responsible for the consequences of such injury/accidents.

8. Maintaining the Records

- 8.1 The Contractor shall maintain register of persons employed on work on the contract.
- 8.2 The Contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract.
- 8.3 The Contractor shall maintain a wage register in respect of all workmen employed by him on the work under contract.
- 8.4 The Contractor shall have to maintain all the records and registers as may be required under existing, future labour laws and rules, framed there under or under any other statutory provisions, from time to time. Such of the records/registers shall be made available for perusal/inspection by TIFR or by any other statutory/competent authority as and when required.

9. Termination of Contract

- 9.1 In case of non-compliance of the terms and conditions of the contract, the contract shall be terminated forthwith without notice and security deposit shall stand forfeited.
- 9.2 In case of unsatisfactory performance, the contract shall be terminated with one month notice and security deposit forfeited.

10. General

- 9.1 The Central/State Government may add to or amend the regulations from time to time and on any question as to the application/interpretation or effect of those regulations to this contract, the decision of the Director, TIFR shall be final.
- 9.2 The Contractor shall maintain a panel of sufficient number of persons with Police Verification Certificate for proper performance of the contract.

11 Submission of Tender

- 10.1 The bidder should submit the original tender duly filled in, signed on each page, stamped.
- 10.2 The bidder shall submit all the requisite documents/certificates, experience certificates etc. alongwith the Tender document.

- 10.3 Incomplete or incorrect tenders as well as tenders received late are liable to be rejected.
- 10.4 The Tenders shall be deemed to have carefully read, studied and understood all the clauses of the tender documents.
- 10.5 The tender shall be deposited in the Tender Box kept at the Security Gate House, TIFR, Homi Bhabha Road, Colaba, Mumbai 400 005 upto 1730 Hrs. on 21.02.2018. Tenders received late i.e. after 1730 Hrs. shall summarily be rejected.

11. Opening of Tender

- 11.1 The tender shall be opened in the office of the Purchase Officer, TIFR, Homi Bhabha Road, Colaba, Mumbai 400005 on the date and time mentioned in the tender notice. The change, if any shall be intimated to the parties by emails.
- 11.2 TIFR shall permit one authorised representative of each bidder to be present at the time of opening of tender provided such representative presents to TIFR at that time a letter duly signed by the bidder authorising him to be present on behalf of the bidder at the time of tender opening.
- 11.5 The EMD of unsuccessful bidder shall be refunded within a reasonable time after final decision on the tender without any interest thereon.

12. Confidentiality Clause

- 12.1 The Contractor shall always abide by the BMC rules and regulations pertaining to security and safety.
- 12.2 The Contractor or his representatives/employees shall not divulge to anyone any information obtained during the course or work.
- 12.3 Prohibition against use of TIFR name without permission for publicity purpose. The Contractor or sub-contractor, consultant, advisor or the employee engaged by the Contractor, shall not use TIFR name for any publicity purpose through any public media like Press, T.V., Radio or Internet without the prior written approval of Director, TIFR.

ANNEXURE – I

1. SCOPE OF WORK - PART I

- 1.1 The scope of work includes providing canteen services on a daily basis in the JSC situated in the TIFR colony. The services apart from the broadly defined works include providing breakfast, lunch, dinner at specified hours and tea/coffee/milk as well as snacks throughout the approved service time of the Canteen. Canteen Services should be provided to the entire satisfaction of the Institute.
- 1.2 **Approximate number of canteen users is estimated to be 200 users each for Breakfast, Lunch, and Dinner and 90 for post dinner service with 10% variation. On Sunday users for Dinner may be on higher side.**
- 1.3 The contractor shall be permitted to stock/store the items required for the purpose of carrying out the work in the JSC Contractor has to keep the record of the stock item and should produce the details of available stock at the end of the week with the weekly bills of receipt and payment.
- 1.4 This Store shall be under the contractor's custody. Items removed from this Store for day-to-day use shall not be left behind or scattered in the area of the Institute after the work is over. There should not be any claim for loss, damage etc. of any item or material. On termination or discontinuation of the work, the contractor will have to vacate the place allotted to stock/store his materials and hand over the vacant possession to the authorized official of the Institute forthwith in good condition and withdraw his workers from the Institute premises. However, the Contractor shall be allowed to take away his own items from the premises only with the permission of the Institute on a gate pass issued by the authorized official after establishing proof that the items proposed to be taken away are Contractor's property.
- 1.5 For all issues related to the JSC, the Contractor shall report to the member/s of the subcommittee or its representative.
- 1.6 The Canteen services are to be provided on all days as per the timing given below.

Sr.No.	Timings (Hrs.)	Services
1.	08.00 to 11.00	Break Fast
2.	12.00 to 15.00	Lunch
3.	15.00 to 19.00	Snacks
4.	19.30 to 22.30	Dinner
5.	22.30 to 02.00	Late night snacks
6.	Throughout the day /night	Tea, Coffee, Juice, etc.

Variations in the timings with the approval of the sub-committee may be allowed under special circumstances.

1.7 The Canteen service broadly will have structure given below

Sr.No.	Service	Item
1.	Break Fast	Cornflakes, egg dish, 1 north Indian dish, 1 south Indian dish
2.	Lunch	Chappati, rice, 1 veg, 1 non-veg, 1 special veg, dal, curd, papad etc.
3.	Snacks	.
4.	Dinner	Chappati, rice, 1 veg, 1 non-veg, 1 special veg, dal, curd, papad etc.
5.	Late night snacks	Fried rice/noodles, sandwiches
6.	Throughout the day /night	Tea, Coffee, Juice, noodles, omlette, sandwiches etc.

1.8 The contractor will prepare a master list of menu items in consultation with the sub-committee. Any addition or changes in the master list will require the approval of the subcommittee. Weekly menu will be prepared with items from the approved master list and displayed for information of users.

1.9 CLEANLINESS / PEST CONTROL:

1.9.1 The Contractor has to ensure that the canteen premises are maintained clean and hygienic on a day-to-day basis. The cleanliness and hygienic maintenance of utensils, kitchen, equipment, appliances, dining hall and sit out, all furniture, water coolers, glasses, water filters, is the responsibility of the Contractor. The Institute will appoint an agency to provide Pest Control Treatment in the JSC. The Contractor has to get this work done by covering all the things with lids or other proper means and cleans the canteen more carefully, especially after the pest control treatment.

1.9.2 Contractor should plan pest control activities for the canteen premises in advance after discussion with the pest control agency and notify subcommittee regarding closure of canteen on account of pest control at least 7 days in advance.

1.9.3 The Contractor shall dispose-off all the empty containers, tins, plastic bags, boxes, crates, vegetable & food wastage, after segregating it (dry / paper & plastic / wet), in different containers / bins identified for such purpose, on regular basis. The Contractor should not allow accumulation of such items in the Kitchen under any circumstances.

1.9.4 The Contractor shall ensure that all the fittings, fixtures, furniture, buildings, appliances, etc. are kept properly cleaned and also ensure that all equipment are maintained in good condition at all times failing which the damage cost will be recovered from him.

1.9.5 **Playing radio, mobile with speaker on, tape recorders, TV, etc. inside the JSC is STRICTLY PROHIBITED. Cigarettes, beedies, pan and pan-masala, liquor, gutkha, tobacco, etc. shall not be sold or consumed in the JSC.**

1.10 FACILITIES:

The Institute will provide the following facilities and equipment to the contractor free of charge.

- a. Kitchen and dining area with necessary furniture, fixtures, machines, equipment, utensils, etc.
 - b. Electricity and Water. Both these are to be used conservatively; it should be ensured that taps are not kept open unnecessary, fans and lights are switched off when not in use.
 - c. The Contractor has to maintain inventory of items provided by TIFR and upkeep of the utensils and other materials. Necessary Cutlery and Crockery, Water Cooler with aqua guard, Geyser, refrigerator, toasters, cooking vessels, serving utensils, tablespoons, teaspoons, gas-operated appliances, wet grinders, etc. If it is felt that some more items are necessary, the Institute may arrange to supply them. The Contractor will take charge of all the items and shall be liable to account for all the above items, furniture, fixtures, etc. kept in the JSC.
 - d. While breakages of some porcelain cups, saucers, plates, etc. may be unavoidable; the contractor should ensure that such breakages are kept to the bare minimum. The cost of breakages in excess of 10% over a year will have to be borne by the Contractor.
 - e. **The Institute shall not provide any accommodation for the workers engaged by the contractor.**
- 1.11 Food shall be prepared most hygienically, and high quality of food shall be served in the canteen.
 - 1.12 The Contractor's obligation include procuring & transporting to JSC all good quality raw materials like oil, milk, pulses, grains, vegetables etc. All these raw materials are subject to check at any time by authorised representative of the Committee and can be rejected by him/her summarily if not found in order or of required quality. The Institute reserves the right to check quality of raw materials and to reject the material for any adulteration in foodstuff, bad quality.
 - 1.13 Preparing food and beverages and serving them to the users during prescribed hours as per prescribed menu. In addition soft drinks biscuits etc. shall also be sold. Any new items to be sold shall be included only with the approval of the subcommittee.
 - 1.14 The Institute shall provide empty gas cylinders of HP and reimburse charges for two cylinders per day. Supply of filled cylinders have to be obtained from the HP dealer with whom we are registered. If consumption of gas goes above 2 cylinders per day then additional expenditure has to be borne by the contractor.
 - 1.15 The consumption of raw materials, gas and other fuel should be optimum to avoid any undue wastage of food and fuel. The Contractor will be responsible for ensuring full satisfaction of the students and other users of the Canteen while avoiding wastage of materials as much as possible. The Authorized staff will carry out assessment of consumption of materials and the Contractor will be appropriately fined or penalised for any careless wastage of the materials.
 - 1.16 The Contractor shall use good quality branded goods (wherever applicable), raw material, and ingredients for preparing the food items. The members of the

designated subcommittee of the On-campus Contract Canteen Services Committee will be overseeing the activities for strict compliance of rules and to ensure quality of material being supplied in the canteen. The brand names must be communicated to the subcommittee before using it in the Canteen. Unbranded goods will not be accepted and use of items of inferior quality should be strictly avoided at all costs. The Contractor shall be responsible for any untoward incident that happens due to poor quality of food items, raw material, etc.

- 1.17 The Contractor will not use the canteen facilities for any purpose other than that stated in Annexure I. If such things are noticed by any one of the members of the subcommittee or users of the canteen, the contract shall immediately be either suspended or terminated, or the Institute may impose a suitable fine, as per the decision of the TIFR Director.
- 1.18 ASSIGNING & SUBLETTING: Assignment or subletting of this contract is strictly prohibited and shall result in termination of the contract with immediate effect without any compensation.**
- 1.19 The menu for breakfast, lunch, dinner and snacks will be prepared from the approved master menu list on weekly basis and the same should be displayed on first day of every week.

ANNEXURE II

2. SCHEDULE OF RATES AND COLLECTIONS

- 2.1 Rates of food items will be decided by the designated subcommittee. Food items such as biscuits, cake, soft drinks, packet juice etc. will be priced at the MRP rate. The 'base price' of food items prepared in the JSC will be calculated on the basis of the cost of raw materials. The 'list price' ('tariff') of the food item will be double (or more) of the base price as decided by the subcommittee from time to time.
- 2.2 Items will be billed as per individual item rates.
- 2.3 A two-stage pricing of food items will be applied. Students and TIFR staff will be charged the 'base price' of the food items. They will thus get a discount on the 'list price' amount. All other members and visitors will be charged the list price. A guest charge may be introduced by the committee in future if deemed necessary.
- 2.4 The Contractor has to ensure that the cost of raw materials and gas (two gas cylinders will be reimbursed by TIFR) are recovered from the sales. The designated subcommittee will closely monitor the sales and turnover of the Canteen.

ANNEXURE – III

3. MANPOWER

- 3.1 The Contractor shall provide a Manager/Casher, Cooks, and other staff for efficient operation of the Canteen Services at JSC under this Contract. The number of staff of different category to be employed for smooth running of the canteen will be maintained at its optimum. Under-staffing or over-staffing will not be permitted. Any rearrangements within the permitted staff strength must be approved by the Sub-committee from time to time.
- 3.2 The Contractor shall provide well-trained, disciplined and experienced manpower; and while on duty, all of them will be dressed in neatly maintained uniform. The Contractor shall be responsible to provide replacement manpower to offset absence for any reason. The contract workers will be wearing Head Gear, Apron, and Gloves while serving the food at the canteen.
 - 3.2.1 All contract workers will have to undergo mandatory medical test at the Institute Medical section. No one will be allowed to work in the canteen without the clearance from the Medical officer authorized by the Medical section of the Institute.
- 3.3 The workers detailed by the Contractor at the premises of JSC, for all purposes shall be the employees of the Contractor and shall be under his exclusive control and supervision. They shall, accordingly be dealt with and subject to the following conditions:
 - 3.3.1 The Contractor shall be responsible for selecting the workers and detailing them to carry out the Canteen work. In case, Institute specifically objects to the posting of a particular person for performing duties at its premises, the contractor shall make immediate arrangement to replace such persons within 24 hours of being intimated.
 - 3.3.2 The Contractor shall not transfer any of his workers without consultation with Contract Canteen Committee.
 - 3.3.3 The Contractor shall comply with all the lawful directions and instructions concerning Canteen services given by the designated subcommittee from time to time.
 - 3.3.4 Replacement of staff in case of absence / leave to be provided by contractor immediately. In case of replacement of any of the workers, the Contractor shall be responsible for giving necessary training/instructions to the new worker to enable him to work efficiently.
 - 3.3.5 **The Contractor or his Manager/Supervisor shall be available in the premises of TIFR during the working hours to meet the designated subcommittee or its representative for taking necessary instructions, if any, and to supervise the contract workers under him.**
 - 3.3.6 The Contractor shall ensure regular and punctual attendance of his workers in the format provided by TIFR administration and further ensure that his workers perform their duties efficiently, diligently and to the full satisfaction of the Institute. The Contractor shall not employ any person who has not attained the age of 18.

- 3.3.7 Mis-behavior by any of the Contractor's workers staff in the Institute's premises, while on duty during the working hours or while off duty outside the working hours will be viewed seriously. If the incident involves loss to the institute, due to theft or attempted theft, penal deduction is liable to be imposed on the Contractor, as deemed necessary to make good the loss, by the TIFR Director on the recommendation of committee.
- 3.4 INDEMNITY BOND : The Contractor shall, by way of executing a bond on non-judicial stamp paper of appropriate value, indemnify the Institute against any loss, damage or liability arising out of any action, suit, dispute, claims, demands, or statutory Act, brought on or made against the Institute by Contractor's workers or any other person or any other agency, in connection with the work or in respect of any matters, thing done or committed to be done by the contractor in the execution of, or in connection with works, notwithstanding that the contractor took all reasonable, proper and necessary precautions against any loss or damage, ensure that such event will not affect the work and the Institute in any way. The indemnity given by the Contractor as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person, resulting in death or otherwise. The format of indemnity Bond enclosed as Annexure-V. Original Bond is to be submitted directly to our Accounts Section with copy of the same to be given to the Subcommittee.

ANNEXURE IV (Financial Bid)

4. SCHEDULE OF WAGES

4.1 SCHEDULE OF WAGES AND SERVICE CHARGE: Details of monthly payment components to be paid to contract employees by the contractor:

Sr.No.	Payment Components	Canteen Manager	Head Cook	Asstt Cook.	Canteen Bearer Canteen Server
1.	Basic Wage – 26 days	7700*	7700*	7000*	6500*
2.	Spl. Allowance-26 days	2800*	2800*	2800*	2800*
3.	Total (1 * 2)	10500	10500	9800	9300
4.	Leave Wages @5.75% on 3	604	604	564	535
5.	EPF @13.36 on 3	1403*	1403*	1309*	1242*
6.	ESIC @ 4.75% on 3	499*	499*	466*	442*
7.	Bonus @ 8.33% on 3	875*	875*	816*	775*
8.	HRA @ 5% on 3	525	525*	490*	465*
9.	Total (3 to 8)	14406	14406	13445	12759
10.	Contractor Service Charge** (Flat Rate) per month.				

4.2 OVERALL FINANCIAL OUTLAY:

Number of manpower to be provided by Contractor	Total Charges per month as per above table (including manpower and service charge)	Total Charges per year (including above manpower and service charge)	GST	Total Amount (including manpower, service charge and GST)

*As per Govt. Notifications

** To be filled in by the Contractor.

Please note:

- a) Service charge will be lump sum amount (flat rate).
- b) No change in Service charges during the currency of contract period will be allowed.
- c) Lowest bid will be decided upon the lowest price quoted by the particular bidder as per the above price format (please refer 4.2 of above table). Ultimate cost to TIFR would be deciding factor for ranking of bids.

ANNEXURE – V

Format of Indemnity Bond

(to be executed on Rs. 100 Non-Judicial Stamp Paper duly notarized)

Work Order No. _____ Dt. _____

In consideration of Tata Institute of Fundamental Research (TIFR) having office at HomiBhabha Road, Colaba- Mumbai 400005, hereinafter referred to as “ The Institute”, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. _____ having registered office at _____, a firm carrying in such name and style the business of _____ (hereinafter referred to as “The Contractor “ which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s) / proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for _____ and in compliance with the terms and conditions of the said contract.

We M/s. _____ being the contractor shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Institute by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Institute whether under the Workman’s Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

For and on behalf of M/s. _____

Date:

S E A L

Accepted By

for and behalf of TIFR, Mumbai