

Tender Copy No.

Price : Rs.1000/-

Mumbai Metropolitan Region Development Authority

Tender Document
for
Providing Catering Services and
Management of Canteen
at MMRDA Office

Last date for submission of Tender : 14th June, 2013

TENDER FORM TO BE SUBMITTED BY THE CATERER

TENDER FOR RUNNING CANTEEN OF MUMBAI METROPOLITAN REGION
DEVELOPMENT AUTHORITY, BANDRA-KURLA COMPLEX, BANDRA
(EAST), MUMBAI – 400 051.

1	Name of caterer	
2	Postal Address	
3	Location of Canteen presently run by Tenderer.	Attach separate sheet if required
4	Latest Sales Tax Registration No./Income Tax No. (if any).	
5	Latest Bombay Shops & Establishment Registration Number and Date.	
6	Details of previous experience in running of Canteen with credentials.	Please submit in the format of Statement No. 1 attached.
7	Details of present contracts in hand.	Please submit in the format of Statement No. 2 attached.
8	Details of staff available with tenderer.	Please submit in the format of Statement No. 3 attached.
9	Details of accessories, equipments, etc., available with tenderer.	Please submit in the format of Statement No. 4 attached.
10	Details of financial position of tenderer.	Please submit in the format of Statement No. 5 attached.

I / We am/ are willing to run the Canteen of the MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA), at the applicable rates offered by MMRDA for each eatable item as filled in the Schedule 'B' to the tender document. The terms and conditions prescribed by the MMRDA, I / We have read the tender notice and tender document carefully.

I / We will abide by the terms and conditions prescribed by MMRDA and will execute the same as required. I / We send herewith the Earnest Money Deposit of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) in the form of Pay Order. I / We have furnished all the details as required.

Date and place :

Signature of Tenderer

TENDER NOTICE

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (MMRDA)

INVITES TENDERS FROM REPUTED CATERERS FOR PROVIDING CATERING SERVICES IN MMRDA CANTEEN

Sealed tenders are invited by MMRDA for providing catering services and management of Canteen at MMRDA Office at plot No C-14 & 15 , E Block , Bandra -Kurla Complex , Bandra (East), Mumbai 400 051 from reputed catering contractors in the format prescribed in the tender document.

Scope of Work	Providing catering services and management of canteen for MMRDA staff having strength of around 700 employees.
Contract Period	Three year from the date of agreement, extendable as desired by MMRDA up to five years.
Canteen Area	3034 sq.ft. (Restaurant, sitting , kitchen , toilet)
Eligibility of the Caterer	<ol style="list-style-type: none">1. The Caterer shall be competent to enter into the contract under Indian Contract Act, 1872.2. The Caterer shall have an experience of successfully running a canteen / restaurant (Indian /Chinese cusine - Veg ,Non Veg) for minimum 700 people for last three consecutive years and having annual turn over of minimum Fifty Lakhs (Rs.50 Lakhs)3. The caterer shall have necessary license from the Competent authority to run the canteen at above specified location.4. The caterer shall submit PF code , ESI code, IT clearance certificate and Solvency certificate of Rs 10 lakhs.
Sale of tender	The Tender documents will be available with Administrative Officer, Administration Division, 6 th Floor, MMRDA Building ,Bandra- Kurla Complex Bandra (East) , Mumbai 400 051 on working days from 3 rd June, 2013 to 12 th June, 2013 between 10.30 a.m. to 3.30 p.m.
Cost of Tender Document	Rs 1000/- to be payable in cash or DD/Payorder drawn in favour of MMRD Fund payable at Mumbai
EMD	Rs1,25,000/- to be paid by DD/Pay order drawn in favour of MMRD Fund payable at Mumbai
Last date and time of submission of tender	The tender documents shall be submitted to Personnel Officer, Administration Division, 6 th Floor, MMRDA Building, Bandra- Kurla Complex ,Bandra (East), Mumbai -400 051 upto – 14 th June, 2013 upto 3.30 p.m
Opening of Tender	The technical bid (Envelop No.1) of the tenders received will be opened at 4.30 p.m. on 14 th June, 2013 in the Committee Room, 6th Floor, MMRDA Bldg .

Note :

1. The tenders will not be sent and received by post or courier.
2. MMRDA reserves the right to accept or reject any or all tenders without assigning any reason thereof.

**Administrative Officer,
MMRDA, Bandra (East), Mumbai.**

मुंबई महानगर प्रदेश विकास प्राधिकरण
वांद्रे कुर्ला संकुल, वांद्रे (पूर्व), मुंबई ४०० ०५१.
दुरध्वनी क्र.२६५९ ४००० फॅक्स क्र.२६५९ १२६४

ई-मेल : mmrda@giasbm01.vsnl.net.in वेब साईट : <http://www.mmrdamumbai.org>

क्र.प्र/आस्था-५१/उपहारगृह निविदा/२०१३

दिनांक : २९.०५.२०१३

: निविदा सूचना :

मुंबई महानगर प्रदेश विकास प्राधिकरण उपहारगृहासाठी खाद्यपेय व्यवस्था करणा-या
नामवंत ठेकेदारांकडून निविदा मागवित आहे.

मुं.म.प्र.वि.प्राधिकरण प्लॉट सी १४ व १५, वांद्रा-कुर्ला संकुल, वांद्रा (पूर्व), मुंबई - ४०० ०५१ येथील कार्यालयामध्ये खाद्यपेय व्यवस्थेची सेवा देणा-या आणि उपहारगृहाची व्यवस्था पहाण्यासाठी प्रामाणिक, सक्षम चांगला लौकिक असलेल्या अनुभवी आणि आर्थिक स्थिती बळकट असणा-या उपहारगृह ठेकेदारांकडून निविदा दस्तऐवजमध्ये नमूद केल्याप्रमाणे विहित नमुन्यात सिलबंद निविदा मागविण्यात येत आहेत.

कामाची व्याप्ती	-:	प्राधिकरणातील अंदाजे ७०० कर्मचा-यांना खाद्यपेय व्यवस्था पुरविणे तसेच उपहारगृह व्यवस्था पहाणे.
कंत्राट कालावधी	-:	करारनामा झालेल्या दिनांकापासून तीन वर्षे, सदर कालावधी प्राधिकरणाच्या इच्छेनुसार पाच वर्षांपर्यंत वाढविता येईल.
उपहारगृहाचे क्षेत्रफळ	-:	३०३४ चौ.फुट (उपहारगृह, बसण्याची व्यवस्था/स्वयंपाकघर/प्रसाधनगृह)
खाद्यपेय प्रबंधकासाठी आवश्यक पात्रता/तांत्रिक आवश्यकता	-:	(१) खाद्यपेय प्रबंधक भारतीय कंत्राट अधिनियम १८७२ नुसार कंत्राट करण्यात पात्र असणे आवश्यक. (२) खाद्यपेय प्रबंधकास किमान ७०० व्यक्तींकरीता कॅन्टीन/उपहारगृह (भारतीय/चायनीज-शाकाहारी/मासांहारी पदार्थ) यशस्वीपणे चालविण्याचा किमान मागील ५ वर्षांचा अनुभव आवश्यक तसेच त्याची वार्षिक उलाढाल किमान रु.५० लाख असणे आवश्यक. (३) खाद्यपेय प्रबंधकाजवळ उपहारगृह चालविण्याच्या दृष्टीने (स्वयंपाकी, वेटर, सर्व्हिस बॉय, इत्यादी) किमान ५० व्यक्तींचे मनुष्यबळ असणे आवश्यक. (४) खाद्यपेय प्रबंधकाजवळ वर नमुद केलेल्या स्थानामध्ये उपहारगृह सुरु करण्यासाठी आवश्यक असलेले व सक्षम प्राधिका-याने दिलेले लायसन्स असणे आवश्यक (५) खाद्यपेय प्रबंधकाने पीएफ कोड, ई.एस.आय.कोड, आयकर अदा केल्यासंबंधीचे प्रमाणपत्र आणि रु.१० लाखाचे पतदारी प्रमाणपत्र (solvency certificate) इ. माहिती प्रमाणपत्रासह सादर करणे आवश्यक
निविदा सूची	-:	को-या निविदा प्रशासकीय अधिकारी, प्रशासन विभाग, ६ वा मजला, एम.एम.आर.डी.ए. इमारत, वांद्रा-कुर्ला संकुल, वांद्रा (पूर्व), मुंबई - ५१ यांच्या कार्यालयात दिनांक ०३ जून, २०१३ ते १२ जून, २०१३ पर्यंत सकाळी १०:३० ते ३:३० या कार्यालयीन वेळेत प्राप्त होतील.
निविदा सूचीची किंमत	-:	निविदा पुस्तिका विकत घेण्याकरीता रु.१०००/- किंमतीचा "एम.एम.आर.डी.फंड" (MMRD Fund) या नावाने मुंबईत रोखीकरण करता येईल अशा कोणत्याही राष्ट्रीयकृत बँकेचा डिमांड ड्राफ्ट/ पे ऑर्डर अर्जासोबत जोडून अर्ज वर नमूद केलेल्या पत्त्यावर सादर करावा लागेल.
अनामत रक्कम (EMD)	-:	रु.१,२५,०००/- किंमतीचा "एम.एम.आर.डी.फंड" (MMRD Fund) या नावाने मुंबईत रोखीकरण करता येईल अशा कोणत्याही राष्ट्रीयकृत बँकेचा डिमांड ड्राफ्ट/ पे ऑर्डर जोडून निविदेसोबत सादर करावा लागेल.
निविदा सादर करण्याचा अंतिम दिनांक व वेळ	-:	सिलबंद निविदा प्रशासकीय अधिकारी, प्रशासन विभाग, ६ वा मजला, एम.एम.आर.डी.ए. इमारत, वांद्रा-कुर्ला संकुल, वांद्रा (पूर्व), मुंबई - ५१ यांच्या कार्यालयात दिनांक १४ जून, २०१३ रोजी दुपारी ३:३० पर्यंत सादर कराव्यात.
निविदा उघडणे	-:	प्राप्त झालेल्या निविदेतील लिफाफा क्र.१ (तांत्रिक निविदा) दिनांक १४ जून, २०१३ रोजी दुपारी ४:३० वाजता प्राधिकरणाच्या ६व्या मजल्यावरील समिती कक्षात उघडण्यात येईल.

(उमेश गं.भार्गव)
प्रशासकीय अधिकारी

Tender Document

A. Introduction

1. Mumbai Metropolitan Region Development Authority (hereinafter referred as Authority) is a body corporate constituted and established under the provisions of Mumbai Metropolitan Regional Development Authority Act, 1974 (Maharashtra Act IV of 1975).
2. The office of the Authority is located at Bandra-kurla Complex, Bandra (E), Mumbai-400 051. The office building consists of two connected blocks one of G+7 floors and the other of G+8 floors. Apart from MMRDA the building accommodates offices of Stamp Duty Office, United Bank of India etc. The offices of Authority are located from 1st floor onwards in the block "A" and 1st floor onwards in the Block "B". Authority has a staff strength of around 700. The space that would be provided for the canteen is 3034 sq.ft which is located on the Ground Floor (inclusive of two Restaurants, one Kitchen, and toilet facilities for restaurant workers)

B. Eligibility of the Caterer

The tenderer should fulfill the following eligibility criteria:

- The Caterer shall be competent to enter into the contract under Indian Contract Act, 1872.
- The Caterer shall have an experience of running a canteen / restaurant (Indian /Chinese cuisine - Veg /Non Veg) for minimum 700 people for last three consecutive years.
- The Caterer shall have annual turnover of minimum Rs 50 lakhs.
- The caterer shall have all necessary permissions, licences, NOC, registrations etc. from the Competent Authorities required to run the canteen at above specified location.
- The caterer shall submit PF code, ESI code, IT clearance certificate and Bank Solvency certificate of Rs. 10 Lakhs from Nationalised Bank

C. Facilities provided by MMRDA to the Caterer

1. Water will be provided free of cost during the contract period.
2. In addition to water supply, the caterer will also be provided with available furnitures, and equipments without any extra charge or rent for running the canteen. The list of inventory of such articles is attached hereto - Schedule 'A'. The caterer shall have to return these articles in good condition as soon as the contract period is over. Any damages and shortage to the furniture, utensils, equipment etc. will be recovered and adjusted from the available security deposit.
3. Canteen space will be provided free of cost during the contract period.

...2/-

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4. Authority will provide business of about Rs.5,00,000/- approx per month to the caterer subject to good quality of food.
5. The Authority will provide the space for the canteen with the provisions of electric, water and drainage connections thereto, and the caterer shall have to put the necessary counters and fixtures etc. at his own cost.
6. The Caterer shall provide all items of furniture, fittings and equipments including crockery, cutlery, utensils, electric lights, fluorescent tubes, heaters and other items as are necessary and in such number and such quality as are approved in writing in advance by the Metropolitan Commissioner. The caterer shall make no additions or alterations whatsoever to the premises without prior permission in writing of the Authority and only in accordance with such directions as are given by the Authority.
7. The separate electricity meter from the Electricity Board is provided to the canteen. The entire electricity bills shall be recovered from the monthly bills payable to the contractor.

D. Requirement from the Caterer

1. Service in the canteen as well as table service, as requested, is to be provided to all the employees on all the floors,
2. The caterer shall provide tea in the morning at 9.45 a.m. and in the afternoon at 3 p.m. to all employees on all floors at their tables.
3. The caterer shall also provide buffet-type lunches/working lunches (Indian/ Chinese, Veg/Non veg) for various official meetings/seminars/training programs etc of the Authority held anywhere within the building premises or outside. The caterer shall provide items approved by the concerned officers after obtaining the approval for the rates for these items. Adequate number of bearers should be made available for these occasions.
4. The eatables shall be provided to all the employees working at MMRDA at the applicable rates which are indicated in Schedule-B. However, the licensee will be at his liberty to charge the outside visitors/public as per the Menu Card. The Menu Card rates shall be got approved from the Authority.
5. No monthly license fee charged by the MMRDA. About 3034 sq.ft. canteen area provided by MMRDA free of cost during contract period. The caterer provide coupons for Rs.600/- given to each of the employee of MMRDA per month. The Complimentary Coupons shall be got printed by the caterer at his own cost.
6. The caterer shall keep day to day coupons received from employee in intact condition for submission to the Administration Division for monthly payment of canteen coupons.

...3/-

7. The caterer shall provide his services during the period from 9.00 a.m. to 7.00 p.m. on all working days and also on Saturdays and also whenever required by the Authority. The canteen shall remain closed on Sundays.
8. The caterer shall provide uniforms every year to persons employed by him, at his own cost.

E. Contract period

The contract will be in force for 3 years from the date of agreement but terminable at any time with prior notice of one month on either side. The contract period is also renewable for further period of one or two year upto maximum of five years if the caterer applies for the said renewal 90 days in advance of the last day of contract period in force. MMRDA may consider the request of the caterer for renewal of contract for one year based on the performance and services rendered by the caterer in running the canteen in the previous contract period.

F. Terms and conditions

- 1 The caterer shall execute Agreement with MMRDA and the expenses on account of the payment of Stamp Duty and other expenses, if any; incidental to such execution shall be fully borne by the caterer. If the said agreement is not executed within 2 months from the date of work order, the contract shall stand terminated.
- 2 The caterer shall be responsible for any misbehavior by the persons employed by him and the presence of any canteen employee is harmful to the MMRDA, by virtue of any acts or deeds, the caterer should immediately remove the canteen employee.
- 3 The caterer shall have to pay a Security Deposit of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only). This Security Deposit shall be refundable on termination / expiry of the contract. The Deposit shall not carry any interest. Any amount due from the caterer on any account whatsoever shall, if not paid duly, be deducted from the said Security Deposit.
- 4 The Caterer shall abide by all the prevailing labour and other related Laws and Regulations laid down by State & Central Governments as applicable from time to time.
- 5 The caterer shall be liable and responsible for the safety and upkeep of all the furniture, fixtures, fittings, utensils and any other facilities provided by the Authority. The cost of the damages caused shall be recovered by MMRDA from the caterer.
- 6 The caterer shall not be allowed to transfer or sublease the canteen and any such act shall be treated as a breach of contract and liable for termination of contract.
- 7 The measurements (size) and weights of the soft drinks and eatables will be of normal standard size. However, the same will have to be got approved by the caterer from the Authority for the employees of MMRDA and outsiders before the commencement of the contract.

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- 8 The right to accept or reject any or all tenders is reserved by the Authority without assigning any reasons therefore.
- 9 No complaints of non-payment of arrears by the employees will be entertained by the MMRDA. The MMRDA will in no way be responsible for the recovery of the arrears, if any, from the employees.
- 10 The caterer shall be entirely responsible for and deal by himself with any industrial disputes and the MMRDA will not be responsible for any consequential liabilities.
- 11 The caterer and its employees shall have to behave politely with the employees and maintain decorum and discipline in canteen.
- 12 The caterer shall have to abide by and observe the rules and regulations of the Mumbai Municipal Corporation and other authorities. All required permits, licences, permissions NOCs, registrations, certificates and renewal thereof as may be required as per the law in force from Municipality, Police and other concerned authorities to run and conduct the Restaurant/Hotel/Canteen/Cafeteria etc. shall be responsibility of caterer under intimation to Authority. The caterer shall also abide by and observe the provisions of various Labour Acts, such as Shops and Establishment Act, Minimum Wages Act, payment of Wages Act, etc.
- 13 The caterer will maintain the quality, quantity and size of eatables at the given and accepted rates and supply the same through out the contract period. The caterer will also provide satisfactory service to the consumers. In case of departure from the rates, quality, quantity and size of eatables, unsatisfactory supply and service, the contract will be terminated by giving to the caterer 1 month notice, for which no compensation will be payable to the caterer.
- 14 The premises, furniture, utensils and equipments as per the inventory as also the electric and water fittings will be maintained by the caterer in good and serviceable condition. If any damage or loss occur to the property placed in charge of the caterer during the period of contract, it will be made good forthwith.
- 15 The canteen premises will not be used or allowed to be used for residential purposes by the caterer or by any of its employees.
- 16 Service of Liquor in the canteen is prohibited
- 17 Smoking in canteen shall be strictly prohibited
- 18 Canteen shall be subject to inspection by the authorised MMRDA Officer/Employee at any time and if found unhygienic the contract shall be terminated, after giving an opportunity to improve within one month.

...5/-

- 19 The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Metropolitan Commissioner or any officer authorised by him.
- 20 The caterer shall maintain and run a canteen in the same way in all matters as obtaining in similar canteen in Mumbai.
- 21 The caterer shall use the premises for the purpose and business of preparing and supplying prepared items of food, meal, all kinds of snacks, tea coffee and other beverages to all employees of the Authority and bonafide visitors to the Authority and employees of the offices situated in the MMRDA building and in general to all public servants on duty at the MMRDA building and keep the premises open to all members of public without any discrimination of caste, creed or religion.
- 22 The employees of the caterer shall be in the employment of the caterer only and not in the Authority and the caterer shall be solely responsible for all acts of Commission or Omission of his employees. All persons employed by the caterer shall be medically fit for handling food and certified for fitness before employment.
- 23 The Caterer shall obtain insurance policy to insure the premises against fire and other useable items and against any injury to or death of his employee in the course of employment or any injury to or death of a person including the employee of Mumbai Metropolitan Region Development Authority in the course of using the canteen and shall deposit such policy with the Authority.
- 24 The caterer shall be wholly responsible for payment of any and all taxes including Sales Tax, Cess duties service charge under the existing or future laws, Acts, rules, order, Notifications, etc, issued by the Central or State Government or any local authorities or body in respect of or in connection with the supplies of food items/tea/coffee, etc, and that the Authority shall not be liable to pay such taxes/cess duties, etc. whether existing or in future.
- 25 The caterer shall keep and maintain a complaint book easily accessible to the customers who may, if they so desire, record their complaints in the said book which shall be open for inspection by the Metropolitan Commissioner or any officer authorised by him.
- 26 The caterer shall not erect or display any advertisement or sign boards except with prior permission in writing of the Metropolitan Commissioner.
- 27 The caterer shall not cease to cater at a canteen or otherwise terminate the Agreement before the expiry of its period and in case he ceases to cater or terminate the agreement before the expiry of the said period, he shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the caterer.
- 28 In case of any complaint with respect to the services to be rendered, quality and quantity of food, etc. the caterer shall be liable to be fined Rs.1000/- per instance.

29 The caterer shall prepare sufficient food Veg. / Non Veg., Tea / Coffee, Snacks and as requirement from the employees is received from time to time. No complaint shall be entertained.

30 **Reimbursement of Canteen Coupons** :- The caterer shall submit all the coupons received from the employee in intact condition in the first week of every month for the payment of canteen coupons and daily statement / certificate in respect of Tea served in the every division to the Administration Division.

G. Procedure of Evaluation of Tender

1. The successful caterer will have to pay security deposit of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) as specified in para F-3. The tender should be valid for six months from the date of opening of tender.
2. The caterer shall submit the Tender Document in two separate envelopes. In envelope one there shall be "Financial Bid" and envelope No.2 there shall be "Technical Bid". And in second envelope there shall be Tender copy and EMD, both the envelopes shall be wrapped in Big envelope and it shall be sealed out.

H. The Caterer shall pay Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) towards security deposit.

Schedule-A.

(Schedule of Articles in the Canteen provided by MMRDA)

Sr. No.	Name of the Articles	Quantity	Remarks
1.	Table (Wooden).	05	
2.	Chairs (Wooden)	18	
3.	Water Cooler.	01	
4.	Ceiling Fans	15	
5.	Tube Lights	12	
6.	Sintex Tank	01	
7.	Wall Fans (Big)	02	
8.	Exhaust Fans	05	
9.	Aqua Guard	01	
10	Zero 'B'	01	

Financial Package

Sr. No.	Description of items	Unit.	Rates on Rs.
	HOT DRINKS:		
1	Tea (Ordinary)	1 Cup	6.00
2	Tea (Special)	1 Cup	8.00
3	Coffee.	1 Cup	8.00
4	Nescafe.	1 Cup	9.00
	COLD DRINKS:		
5	Cold Drinks	Each Bottle	MRP
	JUICE		
6	Mosambi Juice	1 Glass	25.00
7	Orange Juice	1 Glass	25.00
8	Pineapple Juice	1 Glass	25.00
9	Apple Juice	1 Glass	38.00
10	Water Melon Juice	1 Glass	25.00
11	Mango Juice (Seasonal)	1 Glass	25.00
	SNACKS:		
12	Potato Wada./Medu wada with Sambar and Chatni / Pattis	2 Nos.	10.00
13	Idli. . with Sambar & Chatni	2 Nos	13.00
14	Panjabi Samosa. With sauce	2 Nos.	
15	Samosa. With sauce	2 Nos.	10.00
16	Onion Bhaji./ Potato Bhaji.	1 Plate.	11.00
17	Puri-Bhaji	1 Plate.	23.00
18	Sadha Dosa	1 No.	13.00
19	Masala Dosa.	1 No.	19.00
20	Uttappa.	1 No.	13.00
21	Onion Uttappa	1 No.	15.00
22	Ghee Uttappa	1 No.	19.00
23	Kanda-Poha/Upma/Sheera	1 Plate	10.00
24	Misal Pav	Per Plate	15.00
25	Dal Rice	1 Plate	19.00
26	Dahi Kachori	1 Plate	15.00
	SANDWICHES:		
27	Vegetable Sandwich	1 Plate	13.00
28	Single Omelet Sandwich	1 Plate	19.00
29	Toast Sandwich.	1 Plate	15.00
30	Cheese Sandwich	1 plate	19.00
31	Cheese Toast Sandwich	1 plate	21.00
	** Biscuits (As per MRP)		

* Flexible as per prevailing market rate

	NON-VEGETARIAN ITEMS:		
32	Mutton Masala	One Full Plate.	44.00
33	Mutton Sukkha	One Full Plate.	44.00
34	Mutton fry/ Mutton Khimma	One full Plate	44.00
35	Chicken Thali	One Full Plate	44.00
36	Mutton Khimma Fry	One Full Plate	25.00
37	Chicken Sukkha	One Full Plate	38.00

38	Chicken Masala	One Full Plate	38.00
39	Chicken Fry	One Full Plate	38.00
40	Zinga Masala	One Full Plate	38.00
41	Zinga Fry	One Full Plate.	25.00
42	Mandeli Fry	One Full Plate.	25.00
43	Paplet Masala	One Full Plate.	44.00
44	Egg Omelet/Pav	One Plate	19.00
45	Single Egg Burji/Pav	One Plate	19.00
46	Egg Curry	One Plate	19.00
	LUNCH:		
47	Rice Plate (Lunch)	Thali	28.00
48	Rice Plate (Deluxe-Lunch)	One Plate	38.00
	MISC-ITEMS		
49	Usal-Pav	One Plate.	15.00
50	Bread Butter	One Plate.	10.00
51	Toast Butter	One Plate.	13.00
52	Khari Lassi	One Glass.	15.00
53	Sweet Lassi	One Glass.	15.00
54	Masala Tak	One Glass	8.00
55	Dahi Plate.	One Plate	10.00
56	Green Salad	One Plate	15.00
57	Channa Masala	One Plate	18.00
58	Baigan	One Plate	18.00
59	Baigan Bharta	One Plate	21.00
60	Simla Masala	One Plate	18.00
61	Shrikhand		15.00
62	Gulab Jam (2 Piece)		10.00
63	Dal Fry	One Plate	15.00
64	Palak Paneer	One Plate	28.00
65	Mix Veg	One Plate	19.00
66	Paneer Burji	One Plate	28.00
67	Bhindi Masala	One Plate	19.00
68	Zunka-Bhakar		13.00
69	Wafers	One Plate	15.00
70	Patoto Chips	One Plate	19.00
71	Sukhi-Bhel	One Plate	10.00
73	Oli Bhel/Shev-Puri	One Plate	13.00

Note : I/We/are quoting _____ % above/below (In Figure) _____ above/ below (in words) on the estimated rate list except the market rate .

Seal and Signature of Tenderer

STATEMENT NO - .1.

STATEMENT SHOWING THE CANTEEN CONTRACTS PREVIOUSLY EXECUTED

Sr. No.	Name of work / job awarded.	Name of Department/ Organisation which awarded the work.	No. of employees in the Department/ Organisation.	Duration of contract	Turnover during the contract period. (Yearly)	Remarks. (The tenderer may attach copies of testimonials / certificates).

STATEMENT NO - .2.

STATEMENT SHOWING THE PRESENT CANTEEN CONTRACT AT HAND.

Sr. No.	Name of work / job awarded.	Name of Department/ Organisation which awarded the work.	No. of employees in the Department/ Organisation.	Duration of contract.	Average daily turnover.	Remarks. (The tenderer may attach copies of testimonials / certificates).

STATEMENT NO.3.

STATEMENT SHOWING THE DETAILS OF PERSONNEL / STAFF WITH THE TENDERER.

Sr. No.	Name of qualified & experienced person/staff.	Qualifications .	Details of length of service with Tenderer.	Previous experience.	Remarks, if any.

STATEMENT NO.4.

**STATEMENT SHOWING THE FURNITURE, ACCESSORIES, UTENSILS, ETC.
WITH TENDERER.**

Sr. No	Description of Furniture articles, accessories / utensils, equipment's, etc. with the tenderer.	Quantity (Itemwise)	Approximate value	Remarks (If any)

STATEMENT NO.5.

DETAILS REGARDING THE FINANCIAL POSITION OF TENDERER.

Sr. No.	Details of Current Assets held by the Tenderer (latest) (Please specify below)	Sr. No.	Details of fixed assets held by the Tenderer (latest) (Please specify below).	Extent of Solvency of Tenderer (To be supported with certificate of Solvency by Bank- Minimum Solvance Rs.50 Lakhs (Fifty Lakhs)).

AGREEMENT FOR RUNNING CANTEEN AT M.M.R.D.A. OFFICE PREMISES

This Agreement made at Mumbai this -----day of ----- 2013, between the Mumbai Metropolitan Region Development Authority, a body corporate constituted and established under the provisions of the Mumbai Metropolitan Region Development Authority Act, 1974 (Maharashtra Act No. IV of 1975) and having its Head Office at plot Nos.C-14 & C-15, E- Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 hereinafter called "The Authority" which term shall, unless excluded by or is repugnant to the context or meaning thereof and include its successor or successors an assign or assigns one part : and M/s ----- represented by ----- hereinafter referred to as "The Caterer" which term shall, unless excluded by or repugnant to the context or meaning thereof include its successor or successors of the other part.

WHEREAS the Authority is in possession of premises admeasuring 3034 sq.ft. inclusive of two restaurant, one Kitchen, accommodation and toilet facilities for restaurant workers for Canteen at its above stated Head Office more fully described in the schedule hereunder and in the plan annexed to this agreement, forming part of the MMRDA Building at plot No. C-14 & C-15, 'E' Block, Bandra-Kurla Complex,

Bandra (East), Mumbai – 400 051 and the same is available for putting a Canteen hereinafter referred to as the premises.

WHEREAS the Caterer is desirous of keeping and maintaining a Canteen in the said premises.

AND WHEREAS the Authority has agreed to grant him a licence to keep and maintain a Canteen in the said premises on the terms and conditions hereinafter mentioned.

NOW, THEREFORE, it is hereby mutually agreed :

- 1) That in consideration of the premises stated herewith the Authority grants to the Caterer permission and license to run the canteen. This permission shall commence from -----, 2013 and shall be in force for a period of 36 months from -----, 2013 to -----, 2016 on temporary basis and if the standard of food to be served in the canteen is found to be satisfactory to the MMRDA further period will be extended for 2 years.
- 2) The Caterer shall pay Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) towards security deposit.
- 3) The Authority shall provide the space for the canteen with the provisions of electric, water and drainage connections thereto, and the caterer shall have to put the necessary counters and fixtures etc. at his own cost.
- 4) All other items of furniture's fittings and equipments including crockery, cutlery, utensils will be provided by MMRDA, which should be returned in good and sound condition after expiry of contract.
- 5) The caterer shall make no additions or alterations whatsoever to the premises without prior permission in writing of the Authority and only in accordance with such directions as are given by the Authority.
- 6) A separate electricity meter is provided to the canteen the caterer shall pay the full amount of the electricity bill every month.
- 7) Water will be provided free of cost during the contract period.
- 8) In addition to water supply, the caterer will also be provided with available furniture's and equipments without any extra charge or rent for running the canteen. The list of inventory of such articles is attached hereto – schedule (A). The caterer shall have to return these articles in good condition as soon as the contract period is over. Any damages and shortage to the furniture, utensils, equipment etc. will be recovered.
- 9) The eatables shall be provided to all the employees working at MMRDA at the applicable rates which are indicated in Schedule (B) and these rates will be firm and will not be changed under any circumstances throughout the contract period. However, the licensee will be at this liberty to charge the outside visitors/public as per Menu Card. The Menu Card rates shall be got approved from the Authority.

- 10) The caterer shall provide his services during period from 9.00 a.m. to 7.00 p.m. on all working days and also on Saturdays and also wherever required by the Authority. The canteen shall remain closed on Sunday.
- 11) The caterer shall provide uniforms every year to persons employed by him, at his own cost.
- 12) The caterer shall execute Agreement with MMRDA and the expenses on account of the payment of Stamp Duty and other expenses, if any; incidental to such execution shall be fully borne by the caterer. If the said agreement is not executed within 2 months from the date of work order, the contract shall stand terminated.
- 13) The caterer shall be responsible for any misbehavior by the persons employed by him and the presence of any canteen employee is harmful to the MMRDA, by virtue of any acts or deeds, the caterer should immediately remove the canteen employee.
- 14) The Caterer shall abide by all the labour Industrial laws as applicable from time to time the caterer shall obtained a certificate under Bombay Shops and Establishment Act, 1940.
- 15) The caterer shall keep and maintain a complaint book easily accessible to the customers who may if they so desire, record their complaints in the said book which shall be open for inspection by the Metropolitan Commissioner.
- 16) The caterer shall be liable and responsible for the safety and upkeeps of all the furniture, fixtures, fittings, utensils and any other facilities provided by the Authority. The cost of the damages caused shall be recovered by the MMRDA from the caterer.
- 17) The measurements (size) and weights of the soft drinks and eatables will be of normal standard size. However, the same will have to be got approved by the caterer from the Authority for the employees of MMRDA and outsiders before the commencement of the contract.
- 18) No complaints of non-payment of arrears by the employees will be entertained by the MMRDA. The MMRDA will in no way be responsible for the recovery of the arrears, if any, from the employees.
- 19) The caterer shall be entirely responsible for and deal by himself with any industrial disputes and the MMRDA will not be responsible for any consequential liabilities.
- 20) The caterer and its employees shall have to behave politely with the employees and maintain decorum and discipline in canteen.
- 21) The caterer shall have to abide by and observe the rules and regulations of the Mumbai Municipal Corporation and other authorities. All required permits, licenses, permissions NOCs, registrations, certificates and renewal thereof as may be required as per the law in force from Municipality, Police and other concerned authorities to run and conduct the Restaurant/Hotel/Canteen/Cafeteria etc. shall be responsibility of caterer under intimation to Authority. The

caterer shall also abide by and observe the provisions of various Labour Acts, such as Shops and Establishment Act, Minimum Wages Act, payment of Wages Act, etc.

- 22) The caterer will maintain the quality, quantity and size of eatables at the given and accepted rates and supply the same through out the contract period. The caterer will also provide satisfactory service to the consumers. In case of departure from the rates, quality, quantity and size of eatables, unsatisfactory supply and service, the contract will be terminated by giving to the caterer 2 months notice, for which no compensation will be payable to the caterer.
- 23) The premises, furniture, utensils and equipments as per the inventory as also the electric and water fittings will be maintained by the caterer in good and serviceable condition. If any damage or loss occur to the property placed in charge of the caterer during the period of contract, it will be made good forthwith.
- 24) The canteen premises will not be used or allowed to be used for residential purposes by the caterer or by any of its employees.
- 25) Service of Liquor in the canteen is prohibited
- 26) Smoking in canteen shall be strictly prohibited
- 27) Canteen shall be subject to inspection by the authorised MMRDA Officer/Employee at any time and if found unhygienic the contract shall be terminated, after giving an opportunity to improve within one month.
- 28) The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Metropolitan Commissioner or any officer authorised by him.
- 29) The caterer shall maintain and run a canteen in the same way in all matters as obtaining in similar canteen in Mumbai.
- 30) The caterer shall use the premises for the purpose and business of preparing and supplying prepared items of food, meal, all kinds of snacks, tea coffee and other beverages to all employees of the Authority and bonafide visitors to the Authority and employees of the offices situated in the MMRDA building and in general to all public servants on duty at the MMRDA building and keep the premises open to all members of public without any discrimination of caste, creed or religion.
- 31) The employees of the caterer shall be in the employment of the caterer only and not in the Authority and the caterer shall be solely responsible for all acts of Commission or Omission of his employees. All persons employed by the caterer shall be medically fit for handling food and certified for fitness before employment.
- 32) The Caterer shall obtain insurance policy to insure the premises against fire and other useable items and against any injury to or death of his employee in the course of employment or any injury to or death of a person including the employee of Mumbai Metropolitan Region Development Authority in the course of using the canteen and shall deposit such policy with the Authority.

- 33)The caterer shall be wholly responsible for payment of any and all taxes including Sales Tax, Cess duties service charge under the existing or future laws, Acts, rules, order, Notifications, etc, issued by the Central or State Government or any local authorities or body in respect of or in connection with the supplies of food items/tea/coffee, etc, and that the Authority shall not be liable to pay such taxes/cess duties, etc. whether existing or in future.
- 34)The caterer shall keep and maintain a complaint book easily accessible to the customers who may, if they so desire, record their complaints in the said book which shall be open for inspection by the Metropolitan Commissioner.
- 35)The caterer shall not erect or display any advertisement or sign boards except with prior permission in writing of the Metropolitan Commissioner.
- 36)The caterer shall not cease to cater at a canteen or otherwise terminate the Agreement before the expiry of its period and in case he ceases to cater or terminate the agreement before the expiry of the said period, he shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide as due to it by the caterer.
- 37)In case of any complaint with respect to the services to be rendered, quality and quantity of food, etc. the caterer shall be liable to be fined Rs.1000/- per instance.
- 38)The caterer shall prepare sufficient food Veg. / Non Veg., Tea / Coffee, Snacks and as requirement from the employees is received from time to time. No complaint shall be entertained.
- 39)The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Metropolitan Commissioner and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygienic.
- 40)The caterer shall maintain and run a canteen in the same way in all matters as obtaining in similar canteen in Mumbai.
- 41)The caterer shall use the premises for the purpose and business of supplying prepared items of food, meal, all kinds of snacks, tea coffee and other beverages to all employees of the Authority and bonafide visitors to the Authority and employees of the offices situated in the MMRDA building and in general to all public servants on d
- 42)uty at the MMRDA building and keep the premises open to all members of public without any discrimination of sect, caste, or religion.
- 43)The caterer shall cater and supply various kinds of prepared items of snacks, hot and cold beverages, and such other articles as are provided at a similar canteen only at such rates as may be fixed by the Metropolitan Commissioner for MMRDA Staff only and he shall exhibit the said approved rates at a conspicuous place inside the premises. All required permits, licences, permissions, N.O.C.'s, registrations, certificates and renewal thereof as may be required when the law in force from municipality, police and other concerned

authorities to run and conduct the restaurant /hotel /canteen/ cafeteria, etc. shall be arranged by the Authority and charges for licenses fees, permissions etc, as paid to these authorities shall be borne by the caterer.

- 44)The caterer shall be responsible for keeping the accommodation and facilities used by him in neat and clean condition. The Authority shall have the right to inspect such accommodation and facilities and may call upon the caterer to maintain the facilities in a neat an clean manner to its satisfaction.
- 45)The caterer shall operate a canteen every day as per timing as considered necessary by the Metropolitan Commissioner.
- 46)The employee of the caterer shall be in the employment of the caterer only and not in the Authority and the caterer shall be solely responsible for all acts of Commission or Omission of his employees. All persons employed by the caterer shall be medically fit for handling food and certified for fitness before employment.
- 47)On the occurrence of any injury to caterer's employee's, the caterers shall comply with the Mumbai factories Rules in notifying the concern authorities within time stipulated therein and shall also inform the Metropolitan Commissioner of the incident. The caterer will at all times keep the Authority, effectually indemnified against any liabilities under the workmen's compensation Act, 1923 or any amendment thereof.
- 48)In case any dispute on interpretation arises out of this agreement, the matter will be referred to the Metropolitan Commissioner for decision and the decision of the Metropolitan Commissioner shall be final.
- 49)The agreement is made in Mumbai and only the Courts in Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first here in above written.

SIGNED, SEALED AND DELIVERED By the Administrative Officer in pursuance to Section 7 (A) of the MMRDA Act, 1974 for and on behalf of the MMRDA .

In the presence of

(1)

(2)

SIGNED BY ----- for and on behalf of M/s. -----
----- MUMBAI.

In the presence _

(1)

(2)