

Maharashtra Remote Sensing application Centre, Nagpur
TERMS & CONDITIONS FOR AWARD OF “CANTEEN CONTRACT”
AT MRSAC, NAGPUR

Introduction:

MRSAC is having the space for canteen / tiffin room along with infrastructure (list enclosed as **Annexure-1**). In order to run the canteen, it is proposed to invite the quotation from the prospective experienced “Canteen Contractors” for providing the items as per enclosed **Annexure-2** to the MRSAC staff, working consultants, vendors, students and visitors. The present daily working strength is around 150 persons. **Since MRSAC will be providing some of the infrastructure including water, electricity, kitchen utensils, etc., it is expected from the prospective canteen contractors to quote their most competitive rates which should be less than the market rates.** The prospective canteen contractors are required to quote their item-wise rates in the enclosed **Annexure-2** itself and submit the same in a sealed envelope (Envelope-2) on the date and time already indicated. The list of documents to be submitted along with the quotations are indicated in the **Annexure-4**.

While filling up the tenders, the following should be noted and complied with: -

1. The contractor should have registration certificate under Shops and Establishment Act of Maharashtra State.
2. The contractors submitting the quotations should have at least 4 years’ experience in running the canteen or providing catering services in the reputed private or government organizations or own establishment.
3. All the required Terms & Conditions should be read carefully before submitting the quotation.
4. The quotation must be enclosed with the copy of registration certificate of Shops and Establishment Act of Maharashtra State and experience certificate(s) otherwise quotation shall be summarily rejected.
5. All the pages of quotation must be signed by the authorized signatory as accepting all Terms & Conditions mentioned in the document.
6. All the details in the prescribed space must be filled.

INSTRUCTIONS FOR SUBMISSION OF QUOTATION:

Envelop-1: Should contain only page **Nos. 1 to 6, and 9-11** of the quotation form along with the documents as requested in **ANNEXURE-4** and a **Demand Draft of Rs. 500/- drawn in favour of Director, MRSAC payable at Nagpur.**

Envelop-2: Should contain only the **Nos. 7 & 8 - ANNEXURE-2** - List of items – Quotation.

Envelope-3: Should contain both **Envelope-1** and **Envelope-2**.

The overall Envelope i.e. Envelope-3 containing “Envelope-1” and “Envelope-2” should be submitted to the office by 5:00 pm on 30.9.2020.

Upon submission of the overall envelope by the prospective contractors, the same will be opened by the committee. The committee will first scrutinize the documents of the Envelope-1. After evaluation of the documents, if the same

are found in order to meet the conditions for running the canteen, the Envelope-2 of only such qualified prospective canteen contractors will be opened in presence of such prospective canteen contractors or their representative on a date to be fixed by MRSAC. The contractors whose qualification are found to be in order will be called separately during the opening of their Envelope-2.

The quotation after duly scrutinized by the committee in respect of credentials of the "Canteen Contractor", and the rates quoted, finalize the L-1 "Canteen Contractor". **It may please be noted that, "the total of all items will be considered for price comparison and the lowest rate will be decided considered". "No comparison of item wise rate will be considered"**. After award of the contract by the Director, MRSAC, Nagpur, the following terms and conditions will be binding upon the "Canteen Contractor" for smooth running of the canteen and an agreement on non-judicial stamp paper of Rs. 100/- in this regard will have to be executed between MRSAC and the canteen contractor.

TERMS AND CONDITIONS: -

1. The contract will be awarded by the Director, MRSAC, Nagpur upon recommendations of the Canteen Committee of this Centre by means of lowest quotation offered based on total of all items. The successful contractor will have to deposit the security deposit of Rs. 10,000/- which will be refundable only upon termination of the contract by either side after adjusting any amount due to the contractor. The amount of security deposit can be forfeited in the event of non-compliance of the terms and conditions of the contract. The contractor will start the canteen within next 2-3 days from the date of issue of the award letter failing which the security deposit may be forfeited.
2. The contract will be operative for a period of 12 months from the date of award, but it can be extended for another period of one year by the Director, MRSAC on the same terms and conditions upon successful and satisfactory performance during the initial year, however the security deposit money will be hiked by 10% every year/extension.
3. The contractor will attach bank draft of Rs. 10,000/- (Rupees Ten Thousand only) in favour of the Director, MRSAC, Nagpur as security deposit along with the acceptance letter of the award of contract. In case the preparation of the items in the canteen which are to be served by the contractor found to be unsatisfactory or the contractor fails to fulfill his obligations of the contract at any time during the time of the contract, Director/Canteen Committee shall have the power to reassign the contract to other contractor & in that case the security deposit of Rs. 10,000/- of the contractor can be forfeited.
4. During the working days, the contractor shall keep the canteen open from 9.00 AM to 6.15 PM, throughout the year.
5. The canteen shall not be closed on any working day of the institution without the prior permission of the Director/Canteen Committee.
6. The contractor shall make the arrangements for keeping all eatables in glass cover showcase from protection from flies and insects.
7. The prices of item as quoted by the successful contractors (**Annexure -2**) shall be collected by the "Canteen Contractor" from the individual person. However,

- the bills should be raised separately in the name of the office for the items provided during the official meetings, at the instruction of the authorized person. Payment of all such bills will be paid by the office on monthly basis.
8. No responsibility will be taken by the Director, MRSAC or Canteen Committee for credit sale, losses or pilferage or non-receipt of amount from the persons.
 9. The contractor shall sell & serve only such items as approved by the Director/ Canteen Committee.
 10. The contractor shall always display the list of items with the approved rates.
 11. In case the contractor is found selling items on unapproved rates, the Director will have the right to terminate the contract without notice.
 12. Contractor, in no case, will use unbranded/unhygienic/expire date eatable items, and if found, contract shall be cancelled and all the penalties imposed by enforcing Govt. authorities will be borne by the contractor.
 13. The Director / Canteen Committee may call for the advice of medical officer/ food inspector on matters of hygiene in canteen/quality of food being served.
 14. Contractor will be registered with appropriate govt. agency / civic authority mandated as per rules and nature of his business and tax liabilities, if any, will be borne entirely by the contractor.
 15. The Canteen Committee or its authorized representative shall inspect the preparation from time to time & reject such preparations which are not considered wholesome or hygienic without any compensation.
 16. The contractor will be bound to maintain sanitary conditions in and around the canteen. No staff member of this Centre will be engaged for the purpose, it will be entire responsibility of the contractor. Only one housekeeping cleaning worker will be available for the canteen premises on as and when needed basis, particularly after tea and lunch timings.
 17. In no case, the Director of the Centre will be responsible for any license fee/ Nagpur Municipal corporation (NMC)/Food and Drug Administration of Maharashtra State fitness etc., if any.
 18. The contractor will be bound to pay necessary license fee according to the rates prescribed by the NMC for establishment of the canteen, if any.
 19. The "Canteen Contractor" except with the prior permission of the Director/ Canteen Committee, will not be served the persons in the premises other than mentioned in this agreement,
 20. The "Canteen Contractor" shall run the canteen himself and shall in no case enter into the partnership or sublet the contract to any other individual or party.
 21. The "Canteen Contractor" will be provided some kitchen utensils, electric and water facilities by the Centre.
 22. The contractor shall only use the commercial LPG gas for cooking purpose. The connection with cylinder will be provided by MRSAC and the refilling charges will have to be borne by the canteen contractor.
 23. Besides some limited infrastructure provided by MRSAC, the contractor should use his own infrastructure as per his requirement. A list of the infrastructures to be used by the contractor should be submitted to the office.
 24. The contractor will also inform and notify the list of items / material brought to the Centre at the time of starting the canteen and shall keep informed / notified from time to time as and when items /material are brought to the Centre for the purpose of running the canteen. The item / material brought to the Centre or

taken out of the Centre shall also be recorded in the register kept with the security. No item / material shall be brought to the Centre or taken out of the Centre without the permission of the Director, MRSAC, except consumables/ eatable items.

25. The contractors will be sole responsible for safety and security of his own worker/ infrastructure / materials / items in his possession.
26. The contractor shall be fully responsible to protect Government Property / Premises of canteen handed over to the contractor. In case of any kind of damaged, suitable recovery will be made from the contractor at the discretion of Director / canteen committee.
27. The Centre shall in no case be responsible for any accident, loss or damage to the staff employed or articles equipment furniture etc. used by the contractor. However, the damage caused to the infrastructure of the Centre provided to the contractor shall be recovered from the contractors from his security deposit or any bills pending with the Centre for payment. The fire safety norms must be followed by the contractors.
28. The canteen should not be used as a manufacturing place for the other canteens or any shops etc.
29. The service from canteen to Director Office of the Centre will be managed by the contractor. No supply of eatable or drinks etc. is allowed to be served in any of the rooms in the Centre.
30. At least one table should be reserved for staff only.
31. Canteen contractor must not employ any child Labour.
32. "Canteen Contractor" must maintain hygienic/sanitary condition inside the kitchen and canteen. If unhygienic condition etc. is found by any Govt. authority or MRSAC, the contractor shall be solely responsible for the same and if any penalty imposed by the authority will be borne by the contractor.
33. Heater and Geyser etc. won't be allowed in the canteen. If at any stage such misuses are found by the Director / Canteen Committee or its authorized representative, a penalty of Rs.1,000/- or more shall be imposed and to be deposited immediately. Further occurrence of such misuse may attract more penalty or termination of contract at the discretion of the Director, MRSAC.
34. Contractor will pay minimum wages as per minimum wages act revised from time by Govt. of Maharashtra vide their orders in terms of category of the workforce employed by him, also compliance of other applicable statutory provisions in Labour laws such as payment of gratuity, workmen's compensation, etc.
35. The awardees of the contract will have to get his/her establishment inspected by NMC health department and a certificate has to be obtained from them within a period of 3 months from the award of the contract.
36. It will be agreed between the parties that no interest, rights whatsoever in the premises has been assigned by the Centre to the contractor and the possession of the premises will always be that of the Centre even when the premises are in use and occupation of the contractor for the purpose of running the canteen.
37. Any servant or the person engaged by the contractor in the premises shall be liable for removal at the instruction of the Director of the Centre for disobedience or misconduct and the contractor shall accept the decision of the

Director of the Centre in this respect as final and binding upon him. The Director of the Centre shall not in any way liable in respect of any claim by any servant for wages or damage and the contractor shall keep the Director of the Centre indemnified.

38. It will be the responsibility of the contractor to get the police verification done of the workers engaged by him & he will submit a copy to the Centre.
39. No worker will be allowed to stay in the Centre premises beyond the stipulated time. The contractor will deposit the keys of the kitchen with the security guard on daily basis after closing hours.
40. The Director / Canteen Committee of MRSAC reserves the right to accept or reject any quotation, and to annul the process and reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected prospective contractor or contractors of any obligation to inform the affected prospective contractor or contractors of the grounds for the Director's/ Canteen Committee's action.
41. The contractor should not be blacklisted from any Govt. Department and he has to submit the undertaking/declaration in this regard in the format provided in the **Annexure-3**).
42. If the successful contractor refuses to enter into an agreement or fails to remit the security deposit Money within seven days of acceptance of award of contract, the award of contract will be cancelled and awarded to the L-2 contractor.
43. Successful "Canteen Contractor" must deposit the amount of Rs. 10,000/- towards security deposit after issuance of letter of intent from MRSAC and acceptance of the same by the contractor. After depositing the security deposit, the final letter for award of contract will be issued to the successful "Canteen Contractor" and he will execute the agreement on non-judicial stamp paper of Rs. 100/-.
44. After completion of the formalities, the contractor will start running the canteen within two to three days and in failure to do so, the amount of security deposit will be forfeited.
45. If the contract is terminated by Director, MRSAC due to poor performance / violation of any clause of agreement or any bad act on the part of the contractor, security deposit will be forfeited.
46. In case of any dispute arising between the contractor and Canteen Committee, the decision of the Director, MRSAC shall be final and binding on the contractor

Signature of the "Canteen Contractor",

Name:

AENNXURE-1

List of infrastructures available with MRSAC

Sr. No.	Name of items	Quantity in No.
1.	Gas burner	01
2.	Industrial cylinder	02
3.	Aluminium Ganj	01
4.	Idli cooker	01
5.	Kadhai (big)	01
6.	Kadhai (small)	01
7.	Fry Pan	01
8.	Dandi Ganj	01
9.	Partition plate big	17
10.	Partition plate small	47
11.	Steel glass	30
12.	Water Jug	05
13.	Tea Kettle Big	01
14.	Tea Kettle Small	01
15.	Plastic Tub	01
16.	Spoon small	11
17.	Kata Spoon	22
18.	Sarata	01
19.	Serving spoon	02
20.	Steel container small and big	04
21.	Other misc. items / utensils	

AENNXURE-2 - List of items : Quotation

Sr.	Items	Rate in Rs.
1.	Tea,100ml in disposable cup / crockery cup	
2.	Tea with Tea bag / Special Tea / black / green Tea 100ml. in disposable cup crockery cup	
3.	Coffee 100 ml. in disposable cup / crockery cup	
4.	Poha one plate (100gm)	
5.	Single Samosa 80 gm. With chutney/sauce/green chilly	
6.	Single Kachori 80 gm. With chutney/sauce/green chilly	
7.	Single Vadapav with chutney/sauce/green chilly	
8.	Single Bread Pakoda 100gm. With chutney/sauce/green chilly	
9.	Bread Omelet / Bread butter (2 eggs for omelet)	
10.	Bread Roll 100gm, with chutney/sauce	
11.	Veg. Sandwich	
12.	Sambhar Vada (2 pieces 50 gm. Each)	
13.	Idli (two pieces standard size) with sambhar and chutney	
14.	Upama 100 Grams	
15.	Veg. Pakoda (100gm)	
16.	Masala Dosa 200gm with sambhar and chutney	
17.	Sabudana Khichadi one plate / Sabudana Vada	
18.	Puri-Bhaji (4 Puri)	
19.	Dhokla (4 pieces of standard size)	
20.	Misal Pav	
21.	Paratha (mix veg/Paneer/Potato)	
22.	Thali: One dal + one subji + raita + 4 roti (Tawa)	
23.	One dal + one subji + raita + 2 roti (Tawa) + 125gm. Rice	
24.	Thali unlimited	
25.	One dal + one subji + raita +250gm rice	
26.	Rice (200 gm) with Rajma/Chhole/Curry/Curd	
27.	Veg Pulao (one normal plate)	
28.	Pastry (Medium)	
29.	Gulab Jamun / Rasgulla (40 gm)	
30.	Noodles	
31.	Maggie	
32.	Manchurian	
	Cold Drink/ Mineral Water & Packed Snack Items	

CONDITION:

- i. A good quality of chutney/sauce, has to be provided. Standard quality (approved by the Government Agency) of branded oil / ghee and Tea Leaves/coffee powder of Standard Brand must be used. The canteen contractor shall produce the sample of disposable cups (to be used for serving tea and coffee), Tea leaves before the canteen committee for approval before using it in the canteen.
- ii. Any other item may be included later on with the approval of the Director, MRSAC & canteen Committee or authorized representative.
- iii. Menus will be finalized with the Canteen Committee every week.
- iv. List of items & rates must be displayed in the canteen.
- v. Minimum six items must be provided every day from the menu excluding tea, coffee, cold drink & Thali.
- vi. The banned items such plastic by the government will not be used by the contractor in the premises.
- vii. At least one table has to be kept reserved for staff by putting a display "Reserved for Staff only".

The terms and conditions enclosed, and rate list of items are acceptable to me.

Signature & stamp of Contractor

ANNEXURE-3

Non-Blacklisting Undertaking/Declaration

To
The Director
Maharashtra Remote Sensing Application Centre
VNIT Campus, S.A. road
NAGPUR-440 010

Sub.: Non-Blacklisting declaration in connection with Quotation enquiry for providing canteen services to MRSAC, Nagpur

Dear Sir,

This is to notify you that our Firm namely _____
_____ intends to submit the quotation in response to Quotation enquiry for
canteen services at MRSAC, Nagpur. In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other Public Sector Undertaking / any Regulatory Authorities in Maharashtra for any kind of fraudulent activities or for defective services.

Sincerely,

(Name, Stamp & Signature)
Prop.

UNDERTAKING

(in the event of award of contract)

I _____, the Contractor for running canteen at MRSAC, Nagpur for Twelve Months contract, agree to pay to the Director, MRSAC a sum of Rs.10,000/- (Rupees Ten thousand only) towards security deposit for the total period of 12 months, in the event of receipt of letter of intent. The rate list duly quoted will be acceptable to me is also enclosed. The terms & conditions enclosed are acceptable to me.

(Name, Stamp & Signature)
Prop.

ANNEXURE-4

Tick the list of self-attested documents submitted along with quotation

1. Certificate with Shops and Establishment Act, Maharashtra state.
2. Experience certificate in running the canteen or providing catering services in the reputed private or government organizations or own establishment.
3. Blacklisting Undertaking that the contractor is not blacklisted from any Govt. Department.
4. Bank details
5. Photocopy of Permanent Account Number (PAN) and AADHAR Card.
6. GST Registration, if applicable.
7. Details of manpower to be deployed.
8. Annexure-1, Annexure-2 and Annexure-3

(Name, Stamp & Signature)
Prop.