

MORMUGAO PORT TRUST
GENERAL ADMINISTRATION DEPARTMENT
GOA – 403 804

TENDER NOTICE NO.GAD/WEL/2-E GCB CANTEEN/2017

Sealed tenders in two cover system are invited from caterers having experience, as mentioned in Section - 2 (Instructions to Tenderers - Clause-3), in running industrial canteens / Private Restaurants / Hotels to serve food, refreshment to the employees of General Cargo Berth (GCB) Canteen at Berth No. 10 (Dock Area).

TENDER NUMBER AND NAME	DETAILS OF TENDER
Tender No. <u>GAD/WEL/2-E GCB CANTEEN/2017</u> Tender for running the GCB Canteen at Berth No. 10 (Dock Area) having total strength of about 600 employees at GCB/MOHP/Private agents for a period of Three (3) years. Tender should be addressed to the Secretary , General Administration Department Mormugao Port Trust, Main A.O. Building, Head land Sada, Mormugao Goa – 403804.	Cost of Tender forms - Rs. 2000/- Earnest Money Deposit - Rs.30,300/- Sale of Tender from : 15/12/2017 to 04/01/2018 Last date & time for Submission of Tender : 05/01/2018 at 15.00 hrs Date and time of Opening of Tender : 05/01/2018 at 15.30 hrs. (Envelope "A")

Tender documents of General Cargo Berth (GCB) canteen dully filled in two sets containing the terms and conditions, format of price bid which has to be submitted in separate cover can be obtained from the Cash Section of the Finance Department, Mormugao Port Trust, Head land Sada, Goa – 403804 from 15/12/2017 to 04/01/2018 on payment of Rs. 2000/- (non-refundable) between 09.00 am to 12.00 noon and 02.00 pm to 03.00 pm on all working days (i.e. Monday to Friday) and between 09.00 am to 11.00 am on 1st, 3rd and 5th Saturday except 2nd and 4th Saturday of the month and on Port Holidays. Tender documents will also be available on Mormugao Port Trust's website **www.mptgoa.com**. Those who desire to download the tender document shall send along with their bids Rs.2000/- Demand Draft in favour of Mormugao Port Trust or receipt of Cash Section of Rs.2000/- (non-refundable) for the proof of payment of tender documents is made in Demand Draft to Cash Section of Finance Department. The tender documents which are found incomplete will be summarily rejected.

Tender documents completed in all respect should reach to the Secretary, General Administration Department, Mormugao Port Trust, Head land Sada on the given date and time.

SECRETARY

Date:

Place:



MORMUGAO PORT TRUST

TENDER No.GAD/WEL/GCB CANTEEN/2017

Dated: /12/2017

Tender Document for

'Running of Industrial Canteen (GCB) inside the Dock Area at Berth No. 10

Issued to: -----

Last date of submission of tender : 15.00 Hrs. on 05/01/2018
Time and date of tender opening : 15.30 Hrs. on 05/01/2018

Cost of Tender Documents: Rs.2000/-

SECRETARY
MORMUGAO PORT TRUST



MORMUGAO PORT TRUST

TENDER No. GAD/WEL/2-E GCB CANTEEN/2017

Dated: /12/2017

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Section – 1

Tender Document for running of Industrial Canteen (General Cargo Berth(GCB)) inside the Dock Area at Berth No. 10

NOTICE INVITING TENDERS

1. Sealed tenders in the prescribed form in two cover system comprising of a “**Technical Bid**” containing experience, financial stability and a “**Price Bid**” in **Schedule - A** are invited from prospective tenderers for running the GCB Canteen at Berth No. 10 (Dock Area) having total strength of workers/staff of about 600 Nos. approximately at the premises of Mormugao Port Trust for a period of 3 (Three) years from the date of award of Contract and can be extended for another period of 01 (One) year at the discretion of the Chairman, Mormugao Port Trust. The bids should be submitted in accordance with the **Instructions to Tenderers** and **General Conditions of Contract** etc. as enumerated in the tender documents.
2. The tender documents can be purchased from the Cash Section of, Mormugao Port Trust, on any working day as specified in the Tender Notice on payment of tender fee in the form of Demand Draft (Non Refundable) of Rs.2000/-. The tender document can also be downloaded from Port’s website “www.mptgoa.com”. Downloaded document is to be printed on single side in a clearly readable form in A4 size sheet for submission. Tender documents can be sent by speed post in India. Bids which are not submitted in the prescribed format and corrections done if any and not attested will be rejected.
3. The charges for purchase of the Tender documents should be paid in the form of DD drawn in favour of the Mormugao Port Trust, payable at Vasco-da-Gama and tenders without tender cost will **not be accepted**. In case the document is downloaded from the website, the cost of tender documents is to be remitted as stated above and the DD to be submitted along with the Tender. The cost of the tender document will not be refunded under any circumstances.
4. Tender documents should be submitted so as to reach the Office of The Secretary, Mormugao Port Trust, Headland Sada, Goa, Pin Code 403804, not later than the closing date and time as indicated in the time schedule at clause no. 6 in the Notice Inviting Tenders (Section – 1).
5. The tender shall be accompanied by an **Earnest Money Deposit (EMD) for Rs. 30,300/-** (Rupees Thirty thousand three hundred only) in the form of Demand Draft drawn in favour of the FA & CAO, Mormugao Port Trust, Head land Sada payable at Vasco-da-Gama or Bank Guarantee as per proforma from Scheduled Bank.

6. The time schedule for various activities in connection with the tender will be as follows:

- a) Tender Document on Sale : **From 15/12/2017 to 04/01/2018.**
- b) Closing date, time : **On 05/01/2018 at 15.00 hrs.**
for submission
- c) Opening of the “Technical Bid” on **05/01/2018 at 15.30 hrs.** at the Office of the Secretary, Mormugao Port Trust, General Administration Department Headland Sada, Mormugao Goa.
- d) Opening date and time of the “Price Bid” : will be intimated later to the technically qualified offerers

Tenderers should send a “**Letter of Authorization**” with an attested specimen signature of their representatives who are deputed by them to be present at the time of opening of the tenders.

7. The tenderer shall submit along with his tender copies, the following documents:

- i. Experience Certificate from the previous employer / Organization,
- ii. Financial stability,
- iii. Other documents if any.

8. All Tenderers are advised to visit the canteen site before submitting their offers, in order to make themselves fully aware of the work conditions. Mormugao Port Trust will not be responsible for any cost or expenses incurred by the tenderer in connection with preparation or delivery of the tenders, including costs and expenses related to visits to the sites.

9. Tender documents are non-transferable. Tenderers must obtain the Tender Documents in their own name and submit their Tenders directly to the Secretary/MPT. Tender documents duly signed and sealed by authorized person for acceptance of tender without any deviation.

10. Website: www.mptgoa.com

**SECRETARY
MORMUGAO PORT TRUST**

Section – 2**Tender for running of Industrial Canteen (General Cargo Berth (GCB)) inside the Dock Area at Berth No. 10****Instructions to Tenderers****1. Mode of Tender**

Tenders in sealed covers superscribed **“Tender for ‘Running the GCB canteen at Berth No. 10 (Dock Area) of Mormugao Port Trust at Headland Sada”** will be received by the Secretary, Mormugao Port Trust, up to **15.00 hrs on 05/01/2018** which is the due date.

2. MODE OF PURCHASE OF TENDER DOCUMENTS

The tender documents can be purchased from the Cash Section of the Office of the FA & CAO, Mormugao Port Trust, Headland Sada from **15/12/2017 to 04/01/2018** during working days as specified in Tender Notice on payment of **Rs 2000/-** (Rupees Two thousand only) in the form of Demand Draft (non refundable), drawn in favour of Mormugao Port Trust of a Scheduled / Nationalised bank. The Tender document can also be down loaded from Port's website www.mptgoa.com and submit the cost of tender document i.e. **Rs. 2000/-** (Rupees Two thousand only) in the form of Demand Draft drawn in favour of FA&CAO, Mormugao Port Trust, payable at Vasco-da-Gama on or before the due date and time of submission in a separate cover.

3. MINIMUM QUALIFYING CRITERIA:**Tenderer must fulfill the following minimum qualifying criteria:-**

- i) The Tenderer must have **experience** in running the industrial canteen or private Restaurant/hotels or catering experience as under:
 - a) One work of Rs. 16,15,200/- **or**
 - b) 2 works of Rs. Rs.12,11,400/- **or**
 - c) 3 works of Rs. 8,07,600/-

This experience should also include the preparation of Indian dishes/food. For the private hotel/restaurant owners and caterers for experience purpose, registration licence of minimum two years issued by the Competent Authority is required to be submitted. The bidders having experience of industrial canteen shall produce the required experience certificate from the Authority of concerned establishment.

- ii) The tenderer must have an **Average Annual Turnover** of Rs. 6,06,000/- (Rupees six lakhs six thousand only) per year for the last 3 years, for which, he has to produce/furnish certificate from Chartered Accountant to that effect. The bidder those who have fulfilled the above conditions shall only qualify.

4. **SUBMISSION OF TENDER:**

4.1 Completed tenders shall be submitted in the office of the Secretary, Mormugao Port Trust at Headland Sada before the due date and time for receipt of tender. Last date and time for submission of completed tenders will be on **05/01/2018 up to 15.00** hrs. IST. Mormugao Port Trust may at its discretion extend the date for receipt of tenders. Tenders received after the aforesaid time and date or the extended time and date, if any, will be rejected & returned unopened to the Tenderers.

Tenderers can also submit the complete tender through courier or by post. However, tenderer should ensure while sending the tender through courier or by post that the tender reaches the designated Office on or before the last date and time of submission of tender.

a. Tender shall be submitted in two separate sealed envelopes as mentioned in 'Notice Inviting Tenders'.

b. **Envelope "A" (Technical Bid):**

The first envelope containing the technical conditions shall be sealed and superscribed with words "**Technical Bid**". Certificate from responsible Officers under whom he has executed similar contract should be enclosed.

c. **Envelope "B" (Price Bid)**

Envelope "B" should be properly sealed and clearly marked as "**ENVELOPE B**" – **PRICE BIDS**" and shall contain the price bids as per the given formats as issued and shall be duly signed, stamped and completed. The price shall be quoted only in Indian Rupees. Envelope "B" should be submitted along with Envelope "A".

NOTE-1: It is very much essential to keep the price bid documents as mentioned above, only in the Envelope- B: Price Bid. Disclosure / indication of the Price/s in the Technical Bid shall make the Tender to be disqualified and rejected.

NOTE-2: In Envelope- B - Price bid, the tenderer should quote one amount only for the Price (charges per month). Declaring price discrimination by showing optional/ alternative amount may lead to rejection of the complete offer.

NOTE-3: The amount shall be written both in words and figures and in case of any deviation, prices in words shall be valid and binding.

4.2) EARNEST MONEY DEPOSIT (EMD):

The tender shall be accompanied by Earnest Money Deposit of **Rs. 30,300/- (Rupees Thirty thousand three hundred only)**. **The tender not accompanied with EMD shall be treated invalid.** The Earnest Money Deposit shall be submitted in the form of demand draft drawn in favour of The Mormugao Port Trust or Bank Guarantee as per proforma from any Scheduled Bank or Nationalized Bank and payable at Vasco-da-Gama, Goa.

4.3. The tender documents, should be duly filled in all schedules and forms as required, signed and stamped on all pages. The tenderer shall ensure that he is fulfilling the minimum qualifying criteria as regards to experience and financial stability.

4.4 The tenderer should note the following conditions carefully and comply with the same before and while submitting the tender. In case the following conditions are not complied with, the tender is liable to be rejected.

- i. The tenders, which are submitted without EMD, will be considered as non-responsive and hence the tender is liable for rejection.
- ii. The Earnest Money Deposit of unsuccessful tenderers shall be returned on award of contract to the successful tenderer.
- iii. The EMD of successful tenderer will be refunded on submission of security deposit as per the tender clause and after executing the agreement as per tender.
- iv. MPT reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to furnish the necessary Security deposit towards performance within 15 days and enter into a Contract within 30 days from the date of receipt of letter of Acceptance (LOA).
- v. No interest will be allowed on the Earnest Money Deposit till its refund.

5. The EMD shall be forfeited;- in the event of the tenderer withdrawing/modifying his tender before the expiry of tender validity of **120** days from the date of opening of Technical Bid.

6. DOCUMENT PRESENTATION

(i) The tenderer should quote his amount in ENVELOPE - "B" (Annexure – VI) to be paid for running of the canteen taking into account all the facilities provided free of cost in the canteen premises by the Port Administration and should ensure that both Envelope - "A" and Envelope "B" are properly sealed with wax separately.

(ii) The Tenderer should not indicate his basic offer anywhere directly or indirectly in Envelope-"A". Any such offer or indication shall disqualify the Tenderer forthwith.

(iii) Any envelope not sealed properly shall not be accepted even if it is presented within the notified time and date.

(iv) The two sealed envelopes (i.e. Envelope - "A" and Envelope - "B") as mentioned above shall again be put together in one common cover and sealed. This sealed cover shall be addressed to the Secretary, Mormugao Port Trust, Head land Sada and shall be superscribed as **"Tender for running of Industrial Canteen (General Cargo Berth(GCB)) inside the Dock Area at Berth No. 10."**

(v) The Tenderer must submit all details, documents, etc. as required to meet the eligibility criteria as stipulated in the tender documents.

(vi) The tenderer should not submit their offer with any conditions/ counter conditions anywhere in the tender document. The conditional tenders, if any, shall be summarily rejected.

(vii) All the documents submitted other than price bid should be bound/filed, indexed and page numbered **sealed and signed** and should be put in Envelope - A.

(viii) The tenderer shall examine all the tender conditions in the tender document.

(ix) The bidders are requested to visit the site and study the scope/nature of work before quoting.

(x) The contractor shall necessarily enclose the following documents in the Technical Bid:

- a) Documentary evidence of experience for running of Industrial or Commercial Canteen/ Private Hotels/ Restaurants along with the registration certificate issued by the Competent Authority.
- b) Financial Stability/Solvency Certificate to the extent of Rs. 6,06,000/- (Rupees six lakhs six thousand only) issued by a Nationalized Bank.
- c) Income-tax PAN No. _____
- d) Demand Draft / Bank Guarantee towards Earnest Money Deposit (EMD).
- e) The original tender documents issued by the Port duly signed and rubber stamped on each page by the tenderer.
- f) Provident Fund Account No. / ESI Registration No
- g) Shop & Establishment Registration only for parties who are running private restaurants/hotels, catering services etc.

Tenders received without the above documents shall be rejected outright.

7. OPENING OF THE TENDERS:

i. Technical Bid, i.e. Envelope -"A", will be opened on **05/01/2018** at 15.30 hrs. in the presence of those tenderers who may wish to be present. After opening the Envelope -"A", the name of the tenderers will be announced.

ii. The Envelope- "B" i.e. Price Bid, shall be opened on the date so fixed by the Employer. The Envelope -"B" will be opened only of those tenderers who will qualify in the Technical Bid and has submitted EMD along with Envelope "A" and not laid down any unacceptable / counter conditions. The tenderers qualified in Technical bid will be informed in writing to attend the price bid opening.

iii. The tenderers who wish their representative to witness the tender opening shall send letter of authorization with attested specimen signature of their representative who are deputed to attend the tender opening. Tenderer Representative without such authorization letters may not be permitted to be present to witness the tender opening.

iv. To assist in the examination, evaluation and comparison of tenders, employer may ask tenderers, individually for clarification of their tender. The request for clarification and the response shall be sent in writing by Post and Fax but no change in price or substance of the tender shall be sought, offered or permitted.

8. DETERMINATION OF RESPONSIVENESS :

The tender which does not satisfy the minimum qualifying criteria shall summarily be rejected and shall not be considered for further evaluation. The employer will scrutinize other tenders to determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia conforms to all the terms, conditions of the tender documents without any deviation or reservation. A tender which is seriously imbalanced in relation to the cost estimates of the employer may be rejected as non-responsive.

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

9. EVALUATION AND COMPARISON OF TENDERS:

Only such tenders, as determined to be substantially responsive to the requirements of the tender documents will be evaluated. Other non-responsive tenders will be rejected. The Tender Advisory Committee's decision on this shall be final, conclusive and binding. The Port Administration reserves the right to accept or reject any of the tenders without assigning any reasons.

11. VALIDITY OF TENDER:

The tender shall remain valid and open for acceptance for a period of **120** days from the date of opening of the tender. The Mormugao Port Trust reserves the right to extend the period of validity for a specific period. The request and response thereto shall be made in writing by post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

11. ACCEPTANCE OF TENDER:

a. It is not binding to the Tender Advisory Committee to accept the lowest or any tender and reserves the right to accept any tender or to reject any tender or all tenders without assigning any reasons whatsoever.

b. It is again made clear that the criterion for accepting the tender will not be solely the lowest tender but also previous experience in running industrial canteens and financial stability of the contractor, and the decision of the Tender Advisory Committee will be final in this respect.

12. EXECUTION OF DOCUMENT

i. The Tenderer shall be deemed to have full knowledge of all documents, the canteen premises, furniture and utensils available etc., and the submission of a tender by a Tenderer implies that he has read all the conditions and has made himself aware of the scope and specifications and other factors bearing on the tender.

13. SIGNING OF AGREEMENT

(i) The Contractor shall execute an Agreement with the Trust within 30 days from the date of receipt of LOA. If the Contractor, whose tender has been accepted, fails to execute an Agreement within 30 days from the date of receipt of documents for execution of the Agreement, the Earnest Money Deposit (EMD) deposited by the Bidder shall be forfeited and the Bidder shall not be allowed further to participate in the Trust's tenders.

(ii) The cost of stamping the contract Agreement and cost of preparation of contract document (1 original + 4 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be from the Local authorized vendor in Goa for the purpose of contract agreement.

(iii) The place of stamping and signing of Agreement shall be at MPT only.

(iv) Further, if the successful Contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the successful Contractor's offer, Trust order and the written acceptance for the receipt of Trust order of the successful Contractor shall form a binding Contract between the Trust and the Contractor.

The Contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the Trust authorities, Amended to the Contract Agreement and any other conditions as agreed upon by the Trust and the Contractor.

Section --- 3
GENERAL CONDITIONS OF CONTRACT

1. EMPLOYER:

Employer means, Mormugao Port Trust represented by Secretary,

2. RUNNING OF CANTEEN:

2.1 The contractor shall prepare and supply the items in quantity/quality as per rates indicated in the Canteen Menu, (**ANNEXURE – I**) for all days, as per shift pattern, for approximately 600 workers/staff/officers/ who are being given identity cards

3. PRICE:

3.1 The contractor will be eligible for lump-sum amount per month. The contractor shall quote the amount of lump-sum charges per month exclusive of GST. He is expected to run the Canteen as per conditions in the Price Bid to be submitted along with the tender document. The amount per month will be disbursed to the Contractor every month on production of documents, i.e. PAN No., copy of wage register, copy of Muster roll, copy of EPF/ ECR challan ESI Copy etc.

3.2 The bill will not be processed for payment, if the above requirements are not adhered to.

4. CANTEEN PREMISES AND OTHER FACILITIES:

4.1 The Contractor will be allotted Canteen premises including Building, furniture and fixtures like dining tables, chairs, Exhaust fans, Ceiling Fans, Tube lights, water heater system etc., cooking wares and utensils in the kitchen. The Contractor will be responsible for the safe custody and up keeping of the items. The contractors should maintain inventory register for all those items which should be kept for inspection.

4.2 The water and electricity has been supplied free of cost by the Port Trust subject to its availability. But the Contractor should maintain a strict control on consumption and he will be answerable for any abnormal increase in the consumption.

4.3 Maintenance of Civil works and electrical installations/equipments will be done by the Port.

5. COOKING GAS:

5.1 For Cooking, only commercial gas cylinders should be used in canteen. 8 Nos. commercial type (19.5 kg) gas cylinders (empty) will be provided, and the **re-filling** charges of the cooking gas have to be met by the contractor. Procurement of cooking gas from the gas agencies will be the sole responsibility of the Contractor. Commercial cooking gas from registered agencies should only be used in the canteen. Use of kerosene/electric hot plate/Stove in the canteen premises shall not be permitted. In case the contractor is found using **kerosene/electric hot plate/Stove/Domestic Gas Cylinder** in the canteen premises for cooking purposes, **the contractor will be fined @ Rs.500/- (Rupees five hundred only) per day / per occasion and the same will be recovered from the monthly amount.** In case of acute shortage of cooking gas with the dealer, the temporary permission to use kerosene for cooking will be permitted by the concerned HOD/In-charge Officer on written request from the contractor, subject to production of such letter from the concerned gas dealer. No electrical heating appliances should be used for cooking purpose.

6. CENTRALIZED CANTEEN COMMITTEE OR ITS SUB-COMMITTEE:

6.1 There will be Centralized Canteen Committee or its Sub-Committee, consisting of various Officials nominated by Port Administration. The contractor shall adhere to the decision of Centralized Canteen Committee or its Sub-committee and he will attend the meeting 'on call'.

Centralized Canteen Committee or its Sub-committee will meet once in every month.

6.2 All refreshments, food, aerated water etc. sold at the canteen shall be of the best quality. Members of the Centralized Canteen Committee or its Sub-committee whose names will be communicated to the contractor by employer will have the right to inspect any time and find out the quality and quantity of items supplied in the Canteen. The directions of the Employer/Welfare officer/Centralized Canteen Committee, if any, given by them in this respect should also be strictly observed by the Contractor.

7. WORKING TIME:

7.1 Canteen will be catering to about 600 persons round the clock (Three Shift Pattern) on all the days and round the clock, as detailed below:

T I M I N G S (THREE SHIFT PATTERN)

Morning Session

i) Tea & Snacks	07.30 hrs to 11.30 hrs.
ii) Lunch	12.00 hrs to 13.30 hrs.
<u>Evening Session</u>	
i) Tea & Snacks	15.30 hrs to 18.00 hrs.
ii) Dinner	20.00 hrs to 22.00 hrs.
<u>Night Session</u>	
i) Tea & Snacks	23.00 hrs to 07.00 hrs.

8. MENU & RATE:

8.1 The Contractor shall supply all items at rates as per the menu specified in **ANNEXURE-I**. He shall also **display the rates** against each of the food items/snacks in a prominent place inside the canteen which will be served and made available in the canteen during the timings indicated supra on all the working days.

Separate rate is applicable for persons other than Port employees & CISF personnel on duty, which will be double the rate as mentioned in the **ANNEXURE-I**. **No increase in rates will be permitted during entire period of contract.**

8.2 The contractor should introduce coupon system for the collection of eatables after payment. He has to get the coupon printed (of different denomination) at his own cost or provide a computerized printout.

8.3 The contractor shall provide at his own cost, suitable and required quantity of crockery and linen in addition to what is supplied by the Welfare Section and employ adequate number of servants (staff) as may be directed by the Employer, for smooth functioning of the canteen. However, the payment of the employees shall be borne by the contractor as per Minimum Wages Act as applicable.

9. LICENCE / CERTIFICATE FROM PORT HEALTH OFFICER (PHO):

9.1 The contractor should strictly observe all the rules and regulations, Bye-laws and also directions issued from time to time by the local and other authorities and procure necessary license as required for running the canteen.

9.2 The contractor shall also be liable to pay any fees, taxes, etc, levied by the local and other authorities. He should renew the licence for running of GCB Canteen at Berth No. 10 (Dock Area) from the Port Health Organization, Govt. of India, Ministry of Health, Mormugao Harbour - 403803. on payment of the prescribed fees and the valid licence obtained should be exhibited in the canteen premises during their entire tenure period for inspection by the competent authority.

10. PRE-EMPLOYMENT MEDICAL EXAMINATION:

10.1 Pre-employment medical examination by Chief Medical Officer, Mormugao Port Trust or any of the following should be conducted for appointing the canteen staff. Periodic medical examination at least once in six months should be done for all canteen staff, which must include (a) routine blood examination (b) Rectum and bacteriological examination, faeces and urine and (c) other relevant tests like X-ray chest etc. if considered necessary. The cost of the medical examination shall be borne by the contractor.

- i) Vishva Sanjivani Hospital
- ii) Vasco Clinic
- iii) Kamat Nursing Home (Behind Hotel La Paz)

10.2 The medical fitness certificates should be produced to the Secretary/MPT, immediately within 10 days from the date of commencement / taking charge of the canteen. Failure to comply with the above shall only delay the release of monthly amount until such time the medical certificates are furnished.

10.3 The contractor's staff will be subjected to periodical inoculation against typhoid and vaccination against small pox and the cost of the same will be borne by the contractor.

10.4 The contractor shall immediately remove such servants as may be directed by the Secretary/MPT, under reason of health.

10.5 The Secretary/MPT may also direct removal of such servant/worker on reason of not maintaining proper clean appearance etc.

12. CLEANLINESS:

11.1 The Contractor shall keep the premises of the canteen, canteen hall, Kitchen, all the furniture, utensils, fixtures, roof/wall, ceiling fans, exhaust fans, windows and ventilators including net and its glass, and any other fittings in clean, healthy and hygienic and sanitary conditions to the satisfaction of the Canteen Committee. He must also ensure that floor of canteen hall, kitchen, Wash Basins and other areas of the Canteen is cleaned after each meal using perfumed disinfectant. Mopping should be done after each meal. Entire Canteen area (inside) shall be washed after the evening session, every working day. Surrounding area have to be swept once in a week, especially on Saturday/Sunday. All inside/outside drainages connected with Canteen in the Canteen compound premises shall be cleaned using disinfectant / phenol by the Contractor. It is appreciable if one person is exclusively entrusted with the cleaning purpose for daily cleaning.

11.2 The contractor shall ensure that all plates, cups, vessels, tumblers etc. are washed in boiling water after use every time and as often as is necessary.

12. SANITATION:

12.1 He will make necessary sanitation arrangement in the canteen building and premises to the utmost satisfaction of the employer. It is the responsibility of the Contractor to remove the garbage from the Canteen to designated place.

12.2 Carbolic soaps should be provided at wash basins. Use phenols at Toilets used by Canteen workers. Rest room of canteen workers must be clean and tidy.

13. FIRE & SAFETY:

13.1 Port Trust will provide all the fire fighting equipments and it is the responsibility of the contractor that his people will also be familiarized with the fire extinguisher. The contractor should instruct his labourers to follow all safety rules.

14. QUALITY OF FOOD ITEMS:

14.1 The items used for the preparation of the various food items by the contractor shall be unadulterated and be of good quality. The medium of cooking and frying shall be in refined oil only. **ONCE USED OILS SHALL NOT BE REUSED FOR ANY KIND OF COOKING/FRYING PURPOSES.**

14.2 The Contractor should use Curry powder of commodities like, chilly, turmeric, coriander etc., all these packed items must be of ISI quality standard or Agmark brands only.

14.3 Milk supplied by "Goa Dairy", "Nandini" or "Amul" only, should be used in the canteen for making tea and coffee.

15. PERSONAL APPEARANCES AND HYGIENE FOR CANTEEN STAFF :

The contractor should also ensure that

- a) Clean and neat aprons are worn by the canteen staff during the working hours.
- b) Personal belongings such as clothes, shoes, socks, chappals etc. are kept in a place provided for that purpose.
- c) The hands and finger, nails are cleaned before beginning the work.
- d) While serving drinking water, finger should not be inserted in the glass/tumbler.
- e) Touching of face, hair etc. while cooking be avoided. If necessary wash the hands at once.
- f) Work is planned to use as fewer motions as far as possible, limit conversation to only matter concerning the work in progress.
- g) Before preparing any items i.e. before commencement of any work, hands should be washed thoroughly and to be wiped with clean hand towels.

15.1 PERSONAL HYGIENE OF FOOD HANDLERS, ETC.

The contractor shall ensure that.

- a) All the workers/staff wash their hands frequently and particularly after visiting the toilets and before handling food.
- b) The workers/staff should not touch food with hands more frequently/often, unless it is absolutely necessary.
- c) The workers/staff should cover cut burns and other raw surfaces of the wounds on the body with water proof dressings while handling food.
- d) Before keeping the food in the refrigerator, particularly cooked meat dishes, gravies and such other precaution to be taken to see that the dishes, items are at room temperature. In other words hot stuff should not be kept inside the refrigerator.
- e) All the food item known to harbour food poisoning germs, such as meat, eggs, etc. are cooked well.
- f) The food items, eatables are protected from flies, rats, mice and other pests by covering with net/mesh.
- g) All the utensils used for cooking, drinking etc. are cleaned/washed in a good detergent and rinsed in nearly boiling water.

16. METHOD OF WORK:

The Contractor shall ensure that :-

- a. Necessary utensils/equipments are kept on the counter /table or such raised platform and not on the floor, the dishes and utensils of same kind are cleaned, piled together and are handled in an orderly manner,
- b. All the food grains etc. and vegetables are kept under wraps before cooking.

- c. The entire gas cooking system is cleaned and maintained properly and also get the gas pipe line, burners etc. checked up by an authorized / approved agency at periodical intervals say once every six months.
- d. Work is planned to use as fewer motions as far as possible, limit conversation to only matter concerning the work in progress.
- e. The dishes and utensils are cleaned by proper scrapping etc.
- f. Empty dishes are soaked in water to facilitate easy cleaning.
- g. For serving the dishes and for collecting used plates different sets of waiters are used.
- h. All the soiled unused dishes are immediately removed and with hot, soapy water or by using chulah ash. No mud to be used for washing.
- i. After washing, the utensils are given anti bactericidal treatment.
- j. The dishpans (i.e. sink) are thoroughly cleaned taking care of outside as well as inside of dishpans/sink.
- k. Serving of food items shall not dislocate the departmental works. The supply of food, etc., should also be in hygienic conditions.
- l. Proper supervision of the kitchen is done thoroughly daily in order to maintain it in orderly manner.

17. UNIFORM :

17.1 The contractor should also ensure that the workers engaged by him in the canteen are neatly and properly dressed in Uniform while serving.

17.2 The Contractor shall provide two sets of uniforms (Maroon colour Pants and Shirts) and one pair of chappals to all canteen workers per year within 15 days after awarding the contract and the workers should wear uniforms during their duty time/working period.

18. SECURITY DEPOSIT :

18.1 The Contractor shall within 15 days from the date of issue of LOA (letter of Acceptance), deposit a sum of **Rs. 1,01,000/- (Rupees One lakh and one thousand only)** by way of DD/Bank Guarantee in the form prescribed at Annexure – IV as interest free **Security Deposit** for the proper and fulfillment of the terms and conditions of the contract. The Employer, for and on behalf of Mormugao Port Trust may at his discretion forfeit the whole or any portion of the security amount if in the opinion of the employer, without prejudice to the right to proceed against the contractor for any additional amount due towards damages, breach of any of the terms of contract by the contractor has been committed.

18.2 On successful completion of the contract the security deposit will be refunded to the contractor without any interest whatsoever after deducting the claim if any on him.

19. GOODS & SERVICE TAX (GST) :

19.1 The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods/services in the price bid.

20. PENAL PROVISION:

20.1 The Mormugao Port Trust will have the right to forfeit the Security deposit amount whole or part thereof or demand for payment of the amount due to the Port Trust by way of any loss or damage caused to or would be caused to suffer to the Port Trust by reason of any breach of contract or if any of the terms or conditions contained in the agreement or by reason of contractor's failure to perform the agreement.

20.2 On successful completion of the contract the security deposit will be refunded to the contractor without any interest whatsoever after deducting the claim if any on him by the employer.

20.3 Even after serving the notice as mentioned in clause 22.13 if it is found that the quality or quantity of various items of food articles is lower than/inferior to that of the prescribed standard, Canteen Committee/Secretary/MPT shall have the powers to impose the penalty of not more than Rs. 500/- (Rupees Five Hundred only) for every case of default.

20.4 For violations of any terms of the contract, the Employer shall have the powers to impose a penalty of Rs.1,000/- (Rupees One Thousand only) per offence / violation and the Secretary/MPT shall also have powers to impose penalty not exceeding Rs.2,000/- (Rupees Two Thousand only) per offence / violation at a time at his discretion on the contractor.

21. VALIDITY OF CONTRACT:

21.1 The contract shall be valid and will be in force for a period of **three years** from the date of handing / taking over of the canteen. On the expiry of the said term, the contract period will be terminated and he will take the workers employed by him away. At the option of the Mormugao Port Trust, the contract period can be extended or modified for a further period of one year. **The escalation rates on amount per month will be made applicable after 6 months from the date of signing the agreement.** The escalation will be admissible as per (C.P.I) Consumer Price Index.

22. MISCELLANEOUS:

22.1 All the canteen workers are under the control of Contractor. For all purpose, the contractor is the employer of these Canteen workers. He shall not engage any worker below the age of 18 years.

22.2 Contractor shall maintain cordial relationship with the employees and should not give any room for complaints in the behaviours of his employees.

22.3 The contractor shall provide a weighing balance machine so that the authorities may check the weight of any articles during inspection.

22.4 The canteen shall be kept open for inspection at any time without notice for the Employer/Welfare Officer/Dy. Secretary (I/R)/Secretary/Members of Centralized canteen committee or its authorized official.

22.5 The canteen contractor or his authorized responsible representative should be available in the canteen always. His name should be intimated to the Employer/Welfare Officer/Dy. Secretary (I/R)/Secretary/MPT.

22.6 The Contractor shall execute an agreement on stamp paper worth Rs.1000/- and the cost of the stamp paper shall be borne by him.

22.7 The, Secretary, Mormugao Port Trust, shall have overall control over the functioning of the canteen and the contractor shall follow his instructions.

22.8 The responsibility for procuring the provisions, foodstuffs, fuels, **etc**, and all others items required for running the canteen shall be entirely that of the contractor.

22.9 For the purpose of Employee's Compensation Act and other Labour Acts etc., the contractor shall be treated as an independent employer assuming sole responsibility for the employees working in the canteen. The contractor at his own expenses should make necessary arrangements for medical examination of the canteen workers, employed by him at the beginning of his term of contract and also whenever found necessary by the competent authority and the certificate should be exhibited in the canteen premises for inspection by the competent authority. He should obtain the certificate within 15 days after awarding the contract.

22.10 The Canteen is intended primarily to cater to the employees of the Port Trust, i.e. employees/workers/officers, the CISF personnel on duty, and other employees directed to be deputed for work at GCB Canteen from other sections of the Port, who have been given preference in the matter of supplying food etc. but the Port will have no objection to the contractor catering others also on their own responsibility without inconvenience to the Port Trust and Port employees. Separate rate is applicable for other than Port employees & CISF personnel on duty which will be double the rate mentioned in the Annexure – I.

22.11 It shall be the contractor's responsibility to collect all dues from its customers and the Canteen Committee / Employer shall accept no responsibility whatsoever in this regard.

22.12 The Contractor has to return all the items, such as cook-wares, utensils, furniture and other items in the Canteen at the time of expiry of tenure of his contract period. Any damage/loss noticed at the time of handing over of these items, the contractor has to compensate/replace those items to the Port.

22.13 The contractor will be responsible for the good quality hygienic meals, snacks, Tea etc., and its proper service. The contractor will be responsible for the conduct and behaviour of those working under him. If the Canteen Committee does not approve the quality of the food stuffs, the service or conduct or behaviour of contractor and/or those working under him, or the breach of any of the terms of this contract, the contractor will be notified and the contractor is bound to show improvement or rectify the defects noticed.

22.14 The Contractor shall employ workers for the functioning of the canteen only with the prior permission/approval of the Employer. The contractor should get entry/exit pass from the Employer for those workers and other persons required for the canteen functioning.

22.15 The contractor should ensure that no canteen worker is roaming / going outside the canteen premises during his or her duty time.

22.16 The contractor shall not prepare and sell any items of food articles other than those covered by the terms of this contract except with the written permission of the Secretary/MPT.

22.17 The contractor shall be responsible to remove his staff from the canteen premises on expiry of this agreement or termination thereof whichever is early.

22.18 The decision of the Secretary/MPT in all disputes concerning the interpretation of the terms shall be final and binding on the contractor.

22.19 Force majeure: In the event of any strike, lay off, retrenchment, lock out or closure or any such other happenings and if the canteen cannot be run, for reasons which are not attributable to the canteen contractor and such closure being extended by more than one day, Port Trust shall be liable to pay only **25%** of the monthly charges for such period of strike, lay off, lock out etc.

22.20 When on any event the canteen is closed by the express directions given writing by the employer for such closure and for such period, the contractor will not be eligible for monthly amount for such particular period.

22.21 The contract can be terminated by serving 3 months notice on either side. The Contractor shall hand over peaceful possession of the premises entrusted to him along with all the fixtures, furniture and utensils and any other articles which were handed over to him in good condition and also compensate reasonably for any damage caused to the property including the premises, furniture, fixtures, utensils etc. However, in the event of inadequate/deficiency in catering services or breach of any of the terms or conditions of the contract, the Management has a right to terminate the contract, by giving 1 (One) month notice and payment of penalty specified at Clause 20.4 shall not be bar for such termination.

22.22 The Security Deposit amount will be forfeited in case the contractor terminates the contract of the canteen before the 3 months notice period.

22.23 It shall be the Contractor's sole responsibility to protect his employees against accident from any cause and shall indemnify and protect Mormugao Port Trust against any claims for damage for bodily injury to person or property resulting from any such accidents.

22.24 The contractor shall also be responsible for observing all the provisions of existing Labour laws in force in the State, such as Employee's Provident Fund (EPF), Employee's State Insurance (ESI), Contract Labour Act, Minimum Wages Act, Payment of Wages Act, Employee's Compensation Act, etc. Inter State Migrant Workmen Act 1979 (Regulations of Employment and Conditions of Service), M.P. Act. 1963, Central Rules 1980, Employment of Children's Act. 1923, Factories Act, Acts under Dock Safety, Electricity Act, Municipality Act, Major Port Trust Act, Mormugao Port Trust Regulations etc.

22.25 The contractor shall maintain all the required registers/records for the purpose at the site and furnish daily deployment of labour details, submit returns thereof from time to time, to the Secretary/MPT or his authorized representative and to the Statutory authorities as may be required under various Acts/Rules.

22.26 The contractor shall also maintain records of wages / remuneration etc. paid to his employees in such forms as may be necessary / required and laid down under various laws, Acts, for e.g. the Office of the Regional Labour Commissioner(C)/Labour Enforcement Officer etc. such record (i.e. in respect of wages and remuneration) shall be maintained at site and made available to the Government Officials authorized to inspect as prescribed / laid down under the said laws, Acts. Rules etc.

22.27 Further the contractor shall also maintain a separate register / records to indicate daily deployment of his labour at site category wise and furnish the same to the Secretary/MPT or his authorized representative as well to the Government Officials as and when required.

22.28 The contractor shall not exhibit any sign board, name plate or advertisements within or outside the said canteen premises without the consent in writing from the Secretary/MPT.

22.29 The contractor shall not assign, transfer or sublet the canteen or take any new partner or partners and the contractor shall be invariably available in the canteen during working hours of the canteen.

22.30 The Employer (Secretary/MPT) shall under no circumstances be liable to compensate the contractor for any theft or other loss or damage to the furniture, fittings, crockery, linen and other property of any kind whatsoever and howsoever arising out of this agreement.

22.31 PAYMENT TERMS: The contractor shall pay the ESI/EPF and all other dues of the staff deployed in the canteen as per the Acts or any other Acts that government notifies from time to time. The contractor shall produce the remittance proof of monthly subscription of ESI/EPF in respect of the staff deployed by him and produce the receipt to the office before 15th of every month and also submit the copies of payment register, muster roll of his staff duly signed with rubber stamp, failing which, the monthly amount claim will not be released for payment. Contractor will strictly observe all the rules and regulations as applicable under various laws and pay the minimum wages to all his workers engaged in the canteen. The payment of wages to all workers employed by the canteen contractor should be made by crossed cheque only every month.

The contractor shall prefer a bill for providing canteen services as per quoted rates every calendar month and such bill should be accompanied by the following documents :-

- I) Certified copy of Attendance Register,
- II) Self-Certified copy of payment of Wage Register,
- III) Proof of remittance of EPF/ESI contribution, by employer/employee alongwith employeewise Electronic Challan cum Returns Statement (ECR).

- iv) Intimation of change in employee supported by Pass-port size photograph, Police Verification Report, Pre-employment Medical Examination Report by CMO/MPT or Govt. Hospital Doctor,
- v) Copy of Bank statement from which wages are paid to workers.

22.32 Passport size-Photo, Postal Address (Present & Permanent) and Police Verification Report of each bonafide worker working in the canteen should be provided by the contractor.

22.33 The successful tenderer will be required to commence the services within 7 days from the date of issue of Letter of Acceptance. The failure, delay or evasion on the part of the successful tenderer to commence the services within the period mentioned above will result in termination of contract and forfeiture of the EMD.

22.34 The canteen services should be provided daily on all working days of the Port. The contractor will be liable for the penalty for its inability to provide services on any working day unless due to reason beyond their control. The amount of penalty would be decided by Port Administration on each occasion and will be final, inclusive and binding.

22.35 Escalation : No escalation in rates on any account will be permitted **during the first six months period of contract** and after the six months period of contract, escalation claim can be considered by the Administration based on Consumer Price Index apart from existing monthly charges. No advance shall be paid to successful tenderer.

22.36 The contractor should obtain all the requisite licences including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under and under other applicable laws issued by the concerned statutory authorities for running the Canteen. The Port shall not be responsible in any way for any breach by the contractor of the rules and regulation governing for the running of canteen.

22.37 The contractor shall indemnify and keep indemnified, defend and hold good Port, its Officers and employees against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the contractor or his service personnel on account of misconduct, omission and negligence by the contractor or service personnel.

22.38 The composition of staff employed in the canteen should consist of minimum **one Head Cook, one Cook, two kitchen helpers, two service helpers, one dish washer on any working day**. In case of deployment of family member as worker in the canteen by canteen contractor even for a single day, the name of such worker should appear on the Attendance Register and payment of wages should be effected to such worker.

22.39 The contractor shall ensure that the electronic items such as Television, Radios etc., should not be kept in Canteen premises at any time and if such electronic items are found in the canteen premises, it will be immediately seized and penalty of Rs. 1,000/- will be levied.

22.40 In the event of any dispute in respect of any of the tender condition, the decision of the Secretary/MPT, shall be final and binding on the contractor.

22.41 The Secretary/MPT reserves the right to accept or reject any of the tender condition without assigning any reason.

22.42 The contractor shall keep the Secretary/MPT indemnified in case of any action being initiated against him in any form for contravention of any of the above said Laws, Acts, Rules, etc.

22.43 In the event of the tender being submitted by a partnership firm, it must be signed separately by each constituent thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney, executed on stamp paper of appropriate value which authorizes him to do so.

22.44 The Contractor may note that the price cover of only such of those contractors shall be opened who have obtained necessary licences, registrations/code No. etc. from various authorities mentioned in the Laws Acts, Rules etc. as specified in clause 22.24 above.

22.45 Whenever increase in minimum wages of scheduled employment in Central sphere Establishment falling under the Government of India issued by Ministry of Labour and Employment, Government of India, the wages of persons deployed by the Service Provider should also be enhanced at par.

23. ENTRY PERMIT FOR GENERAL CARGO BERTH (GCB) AREA:

The contractor and his workers / agents shall be required to obtain from Traffic Manager, Mormugao Port Trust (TM/MPT), GCB area, Entry Permit on receipt of prescribed application form duly filled in, with signature & seal of the Employer and have the same with them during entry and exit from the GCB area guarded by CISF personnel. The necessary charges for the same shall be borne by the contractor.

24. EMERGENCY :

25.1 In case of any emergency declared by Mormugao Port Trust, the contractor has to suspend all his activities in the GCB Canteen area and make arrangements for evacuation of his workers immediately to safe place.

26. JURISDICTION :

26.1 The legal jurisdiction of this contract shall be Goa only.

SIGNATURE OF THE TENDERER

ANNEXURE - I**MORMUGAO PORT TRUST****SCHEDULE OF PRISES / RATES FOR THE VARIOUS ITEMS AT MORMUGAO PORT TRUST MAIN ADMINISTRATION OFFICE CANTEEN AT HEADLAND SADA.****BREAKFAST**

MON	TUE	WED	THU	FRI	SAT	SUN
COMPULSORY						
Bread/ pav/ chapatti	Bread/ pav/ chapatti	Bread/pav/ chapatti	Bread/pav/ chapatti	Bread/pav/ chapatti	Bread/ pav/ chapatti	Bread/ pav/ chapatti
Bhaji	Bhaji	Bhaji	Bhaji	Bhaji	Bhaji	Bhaji
Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji	Puri with Bhaji
Buns	Buns	Buns	Buns	Buns	Buns	Buns
OPTIONAL						
Mirchi Bhojim	Samosa	Potato Bhojim	Masala Dosa	Samosa	Batata wada	Udid Wada
Idli sambar	Sheera	Uppit	Mirchi Bhojim	Sheera	Idli sambar	Sheera

Sr No	Name of the Item & Description	Quantity	Rates for	
			MPT CISF (Rs.)	& staff other Port & than CISF staff (Rs.)
1.	Bread/pav		Market rate	
2.	Bhaji	Per plate	3.00	6.00
3.	Puri with bhaji	One plate of 3 puris (1 puri = 15cms)	7.00	14.00
4.	Chappatti (Regular)	One	3.00	6.00
5.	Buns	One (100 gms)	3.00	6.00
6.	Sheera	Per plate(100 gms)	3.00	6.00
7.	Udid wada (with chutney)	Double (150gms) (2 piece = 75gms each)	6.00	12.00
8.	Batata wada (with chutney)	Double (150 gms) (2 piece = 75 gms each)	6.00	12.00

9.	Veg. Samosa (with chutney)	Double (150 gms) (2 piece = 75 gms each)	6.00	12.00
10.	Khanda Bhojim	Per plate (75 gms)	3.00	6.00
11.	Potato Kappa	4 pieces per plate (75 gms)	3.00	6.00
12.	Uppit	Per plate (100 gms)	3.00	6.00
13.	Masala Dosa with chutney	Per plate (Standard size)	6.00	12.00
14.	Idli Sambar	Double Idli (150 gms)(2 piece = 75 gms each)	5.00	10.00
15.	Mirchi Bhojim	Per plate (2 pieces)	5.00	10.00
16.	Tea	100 ml	3.00	6.00
17.	Coffee	100 ml	3.00	6.00
18.	Tea (without sugar)	100 ml	3.00	6.00

LUNCH

Sr No	Name of the Item & Description	Quantity	Rates for	
			MPT CISF staff	other Port & CISF staff
1.	Vegetarian	Thali consisting of two watis of rice each of 175 cc. two kinds of bhaji(100 gms each), one papad(5 gms), pickle, one dal wati (100gms), sol curry wati (50 gms), one fried potato kapa (Every day different type of Bhaji or one extra papad)	12.00	24.00
2.	Non Vegetarian (Fish Curry & Rice)	Thali consisting of two watis of rice each of 175 cc. one kind of bhaji(100 gms), 2 nos. of pieces of fried fish(20gms), pickle, one curry fish with curry wati (100 gms), sol curry wati (50 gms).	12.00	24.00
	EXTRA			
3.	Rice	Per wati of 175 cc.	3.00	6.00

4.	Papad	One (5 gms)	2.00	4.00
5.	Vegetable Pulav	Per plate (200 gms)	15.00	30.00
6.	Chicken Biryani	Per plate (250 gms)	20.00	40.00
7.	Omlet	One egg and one bread	7.00	14.00
8.	Chapati (Standard size)	One	3.00	6.00
9.	Bread slice	One piece	1.00	2.00
10.	Curds	Per wati (50gms)	3.00	6.00
11.	Chicken Rice curry	Per plate (Rice = 175 gms) (Curry = 125 gms)	18.00	36.00

EVENING TEA & SNACKS

Sheera / Uppit / Udid wada / Mirchi Bhojim / Samosa / batata wada / kanda Bhojim / Potato Kappa /Buns

Any two above items should be prepared everyday with tea / coffee.

EXTRA ITEMS

Sr. No.	Item	Brand	Rate (Rs.)
1.	Packaged Water	Bisleri / Kinley / Bailey	MARKET RATE
2.	Soda	Kinley / Lehar / kingfisher / taan	
3.	Aerated refreshments	Coca-Cola / Limca / Fanta / Mirinda / Pepsi / Dew / Sprite / Thumps up / Taan	
4.	Lassi	Amul / Nandini / Goa Diary	
5.	Biscuits	Britannia / Sunfeast / Parle / Patanjali	
6.	Banana	----	

NOTE : All the items including oil (refined oil) used for cooking various food items should be unadulterated, branded quality & of applicable standard (FSSAI / AGMARK or equivalent).

AGREEMENT

THIS AGREEMENT made on this day of of the year Two thousand seventeen, between Board of Trustees for the Port of Mormugao, a body corporate under the Major Port Trust Act, 1963 duly represented by Shri J.B. Dhawale, Secretary/MPT for General Administration Department (hereinafter referred as the Employer, which expression shall unless repugnant to the context or meaning thereof mean and include his successors in office etc.) of the first part and Shri (hereinafter referred to as "The Contractor", which expression shall unless repugnant to the context thereof mean and include his successors, legal heirs etc) of the second part .

WHEREAS the Contractor has agreed to run the General Cargo Berth (GCB) Canteen at Berth No. 10 (Dock Area) on the terms and conditions specified in 'General Conditions of Contract', MENU, rates and quantity mentioned in ANNEXURE – I annexed therewith.

AND WHEREAS the Contractor has agreed to deposit a sum of Rs. (Rupees only) towards security deposit for the performance of the contract.

NOW THESE PRESENTS WITNESSES AS FOLLOWS:-

1. The Contractor shall run the Canteen at the _____, _____ on the terms and conditions mentioned in general conditions of contract appended to this agreement, menu, rates and quantity for the food items mentioned in ANNEXURE – I annexed thereto and the same shall be deemed to be part of this agreement.

2. The Contractor shall charge for the various items supplied by him in the Canteen to the workers/staff/officers of the Port Trust at the rates and quantity mentioned in ANNEXURE-I to this agreement and shall not on any account make any variations in the rates except in accordance with the terms of this agreement.

3. The employer will pay the contractor a monthly amount of Rs...../- (Rupees.....) as per clause 3.1 of the General Conditions of Contract' during the contract period.

4. The Canteen shall be liable to be inspected at any time during working hours by the member/Members of the Centralized Canteen Committee or its Sub-committee or any official of the Port Trust authorised for the purpose by the Employer/Secretary/Welfare Officer.

5. The Secretary/Employer, Mormugao Port Trust shall have the right to alter, amend or annul any of the conditions governing this contract and the decision of the Secretary/Employer in all disputes concerning the interpretations of the terms of the contract shall be final and binding which is agreed and accepted by the contractor.

6. The following documents will form part of the agreement :-

- i. Tender document,
- ii. Bids submitted,
- iii. General conditions of contract, and
- iv. Contract Order.

IN WITNESS WHEREOF the parties here to have signed these present on the day and year first above written.

a. Contractor's name and address

b. Employer
(For and on behalf of the Mormugao Port Trust)

Witnesses : 1)

2)

**BANK GUARANTEE PROFORMA FOR EARNEST
MONEY DEPOSIT**

In consideration of the Board of Trustees of MORMUGAO PORT TRUST (hereinafter called "the Board") having agreed to accept from _____ having office at _____ (hereinafter called "the said Tenderer") earnest money in the form of Bank Guarantee under the terms and conditions of tender dated _____ in connection with the work of _____ (hereinafter called "the said tender") for the due observation of the said tenderer of the stipulation to keep the offer open for acceptance for a period of ninety days from the date of opening of the tenders, to execute an agreement within the time specified, to start the work within the period specified after notification of the acceptance of the tender and to deposit the earnest money in cash or furnish fresh Bank Guarantee for the said amount as part of Security for the due and faithful fulfillment of the contract on acceptance of the tender, on production of a Bank Guarantee for _____ Rs. _____ (Rupees _____ only).

We, the Bank _____ do hereby undertake to pay on demand to the Board the sum of Rs. _____ (Rupees _____ only) in the event of the said tenderer having incurred forfeiture of the earnest money as aforesaid for the breach of any of the terms or conditions stipulated aforesaid and contained in the said tender.

We, the Bank _____ further agree that the Guarantee herein contained shall remain in full force and effect till _____ and liability under the Board shall be discharged if the demand for payment is not made within this period.

We, the Bank _____ lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the Board in writing.

This Guarantee shall remain in force till _____ unless demand or claim in writing is made on us within three calendar months from _____ or earlier, all rights of the Board under this Guarantee shall lapse on _____ and we shall be relieved and discharged from all liabilities there under thereafter.

FOR AND ON BEHALF OF BANK

Dated this _____.

BANK GUARANTEE PROFORMA FOR SECURITY DEPOSIT

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called 'the Board') having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)" for the work.....(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security /guarantee from the contractor(s)for compliance of his obligations in accordance with the terms and conditions in the sad agreement.

1. We..... (hereinafter referred to as the "Bank") indicate the name and Address of the Bank) (hereinafter referred to as 'the Bank') hereby undertake to pay to the Government an amount not exceeding Rs.....(Rupeesonly) on demand by the Board.

2. We,,do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment

4. We,, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer –in –charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. Wefurther agree with the Board that the Board shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or from time to time any of the powers exercisable by the Board against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for his provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We, lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

8. This Guarantee shall be valid up to unless extended on demand by the Board Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated _____ day of _____ 20__.

FOR _____ BANK

ANNEXURE -V**SCHEDULE – A****PRICE BID:**

Sl. No.	Description	Lump-sum charges in Rupees (In figure and words)	Applicable GST (%)
1.	Monthly lump sum charges for running of GCB Canteen at Berth No. 10 (Dock Area) as per tender conditions.	In figure _____	
		In Words _____ _____	

1. The bidder shall quote the price exclusive of GST. Applicable GST shall be paid on the quoted price. The bidder shall indicate the applicable GST rate on the goods/services in the price bid”.
2. Evaluation will be done on basic price.
3. The prices offered should be firm.

Place:

Date:

Signature of Tenderer**Tenderer's Name:****Postal Address:****Mobile No.:**

ANNEXURE -VI

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch :
2. Account Number :
3. MICR Number :
4. Type of Account :
5. IFSC Number :
6. GST Number :
7. Copy of PAN Card :
8. TIN Number :
9. EPF No. :
10. ESI Regn. No.

Firm's Sign and Seal

Place:

Date:

ANNEXURE ---VII**COMPLIANCE OF STATUTORY REQUIREMENTS BY THE CONTRACTORS****(duly filled in format to be submitted after placement of work order)**

1. Name of the work : _____
2. Name of the contractor and address : _____
3. Ref. No. & date of Work Order: _____
4. Value of the work awarded: _____
5. Date of commencement of work: _____
6. Scheduled date of completion: _____
7. Maximum number of workers the contractor proposed to engage on any day during the execution of the work: _____
8. Whether contractor is engaging any Migrant Workmen (i.e. from other than the State of Goa) Yes No
- a) If yes, whether the contractor has obtained licence under the Inter State Migrant Workmen (R.E.C.S.), Act, 1979. No. _____
Date _____
- (i) If yes, quote ref. No. and date: _____
- (ii) If no, record reasons: _____
9. Whether registration under ESI Act has been obtained? Yes No
- a) If yes, quote Reg. No. & dt.: No. _____
Date _____
- b) If no, record reasons: _____

10. Whether registration under PF Act has been obtained?

 Yes

 No

a) If yes, quote Reg. No. & dt.:

No. _____

Date _____

b) If no, record reasons

12. Any Other relevant information/

remarks:

Date: _____

**(SIGNATURE & SEAL OF THE
CONTRACTOR)**

NOTE :

(i) As per Contract Labour Act, the contractor has to keep necessary record/Register in respect of daily deployment of labour category wise and wage register for wages distributed/to be distributed to produce the same to the Labour Inspector when he inspects the work at site.

(ii) The Contractor has to also display notices indicating the rate of wages, hours of work, wage period and date of payment. A copy of such notices will have to be sent to the authorities concerned in state or Central Govt. and to the Secretary/MPT. The payment/disbursement of wages would be made in the presence of authorized representative of this department with prior notice and arrangements.