

UNPRICED BID

AGREEMENT FOR CANTEEN CONTRACT

THIS AGREEMENT MADE at Mumbai this _____ day of _____, BETWEEN _____, the Corporation registered under the Indian Companies Act, 1913, and having its registered office at _____ (hereinafter referred to as "The Corporation" which expression shall mean and include its successors and assigns) OF THE ONE PART AND _____, having its office at _____, hereinafter referred to as the "THE CATERERS" which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators, of the OTHER PART.

WHEREAS The Corporation is desirous of engaging an independent Caterer for running its canteen and in response to the requirement as notified The Caterer has been selected for the assignment. After explaining the type of work to be assigned and mutual negotiation the parties have agreed to abide by the following :

1. Duration of Contract

This agreement shall come into effect from _____ and shall remain in force for a period of twelve months commencing from _____ to _____ and will be renewed thereafter for a further period of twelve months at the discretion of The Corporation.

2. Rates of Item

The prices/rates decided and agreed between the parties for various items shall be firm and no escalation in the finalized rates will be permitted during the duration of the agreement. However, in the event the contract is renewed for a further period of 12 Months, the Corporation may consider escalation to the extent of rise in the Whole Sale Price Index of all commodities relating to the extent rise in the Consumer Price Index Numbers for the industrial workers (1982=100) published by the Office of the Commissioner of Labour, Maharashtra over the same on the date of contract subject to a maximum of 10% on the rates indicated in the contract for the first year. After the expiry of this contract, the Corporation reserves the right to extend the contract further for an interim period upto three months till the finalization of fresh contract with a maximum of 10% escalation subject, however, to Wholesale Price Index increase of all commodities relating to the extent rise in the Consumer Price Index.

3. Items/Services to be provided by the Caterer

(a) The Caterer shall supply food, meals, tea, coffee and snacks etc. as required by or for the Corporation from time to time, within Corporation's premises situated at Loni Terminal, Kadam Wak Vasti Village, Pune – 412 201. The menu to be supplied by the Caterer shall be as mentioned in Schedules I & II, and which shall form part of this agreement. The canteen shall be

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kept open as per the timing specified in schedule III of this agreement along with Special Terms & conditions mentioned therein, shall form part of this agreement.

(b) The Caterer shall supply items of food, meals, tea and snacks to employees of the Corporation and such other persons as may be authorized by the Corporation from time to time in such a manner as may be determined by the Corporation and advised to the Caterer from time to time.

(c) The Caterer shall take prior permission of the CIM, Loni Terminal for preparation of lunch/dinner/snacks/tea and coffee etc. ordered by other departments for special meetings of occasions etc. or else requisite amount as deemed fit will be deducted from the monthly bill of the Caterer.

(d) The Caterer shall also supply during working days, any additional items of food, snacks or beverages as per schedules and at rates specified therein.

4. The caterer shall also arrange special lunches, tea/coffee service during Conference/meetings etc., for which the company shall pay to the caterer at rates fixed by the Company from time to time depending on the menu to be served.

5. The caterer shall also supply any additional items of food, snacks or beverages at rates as per Schedule II. Payment will be made as per actual quantity served to employees.

6. Quantity and quality of the items

(a) The quantity and/or weight of the item of eatables, tea/coffee/etc. to be supplied as hereunder by the Caterer shall be as mentioned in the schedules annexed hereto.

(b) All materials required by the Caterer for preparation of food, meals, tea, beverages, and snacks etc. will be purchased by the Caterer. All items of food, raw materials for food purchased will have to conform to the standards, prescribed under the prevention of Food Adulteration Act, and/or any other Act applicable and as far as possible shall have the standards/branded bearing the mark "Agmark", ISI as applicable. All materials required by the Caterer for preparation of food, raw materials for food purchased will have to conform to the known standards/brands and specifications as laid down by the Corporation and suggested by the authorized official of the corporation from time to time. For any violation of the Food Adulteration Act it will be the sole responsibility of the Caterer and will nominate its concerned official/employee to the concerned authorities under the Act before the first day of the commencement of the Contract.

(c) The grains and provisions, meat, fish and poultry etc. will be purchased from reputed suppliers, preferably from suppliers approved by the Corporation. The Corporation or its representatives will be at liberty to inspect the materials brought by the Caterer at any time and also to reject any sub-standard items of materials which will be at the cost of the Caterer.

(d) It will be the responsibility of the Caterer to store the stock of materials purchased by him in a neat, tidy and hygienic manner. The containers should be airtight. The Caterer hereby

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agrees and undertakes not to use the articles purchased for any purpose other than to meet the requirements of the Corporation and/or its employees. The Corporation will not be responsible for any loss or damage done or caused to the Caterer's stock, materials, etc., while they are stored within the Corporation's premises.

(e) The caterer should arrange to fill up / provide Drinking Water Jugs available in the cabins of all Officers. The Caterer should also arrange to fill up the drinking water in all places as advised by the representative of the Corporation. The Caterer should ensure the cleanliness of all Water Coolers etc.

7. Payment to the Caterer

The Corporation shall pay to the Caterer as below:

- (a) **Lunch/dinner (Mgmt and Non-mgmt)** will be paid on unit basis as per the applicable rates mentioned in PO basis the signature of the employees in the register kept for this purpose at dining hall.
- (b) **Snacks:** will be paid on actual attendance basis (Actual Attendance x 3 snacks per day per employee @ rate mentioned in PO). The machine generated printout of actual attendance record will be taken during 1st week of following month for payment purpose.

Snacks: caterer has to provide per day per employee –

- i. Any two items from daily snacks OR one item from daily snacks and Bread Omlet/Pav Omlet/Tost (4 pieces)
- ii. One Evening snacks.
- (c) **Tea:** will be paid on actual attendance basis (Actual Attendance x 2 cups per day per employee @ rate mentioned in PO). The machine generated printout of actual attendance record will be taken during 1st week of following month for payment purpose.
- (d) **Cold drink, Soda & Lime Water:** Payment for these items will be made as unit per rates mentioned in PO on actual consumption. Caterer has to serve these items only against prior approval of CIM/Officer concerned.

8. The Caterer shall submit his bills for the preceding month by the 1st week of the following month together with details of actual number of meals served, tea/coffee, snacks and beverages availed by the employees and signed for the same in the register maintained at the Canteen counter. The payment based on the actual consumption will be made by the company within 10 days from the receipt of the bill.

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9. For the cost of the items served for Lunch / Dinner, caterer will be reimbursed on the basis of actual number of meals/items served. Actual meals/items will be worked out on the basis of register duly signed by the employees who have availed Lunch / Dinner and duly certified by the company authorized Officer.

10. Right of rejection

(a) The Corporation shall have the right to reject such articles of prepared tea, food, meals and snacks etc. as in the opinion of The Corporation are not of proper and standard quality. The Caterer will immediately make good any loss of materials rejected, which may arise on this account. In such a instances, the corporation at its sole discretion may impose a penalty up to Rs.5000/- per such instance.

(b) The Caterer agrees that in the event he is unable to replace any or all of the rejected material, the Corporation shall be free to procure the same from any other supplier or suppliers and recover the cost of such material from the Caterer's Bill without prejudice to the other rights of the Corporation under the Agreement.

11. Cleanness

The Caterer shall be responsible for maintaining and keeping the Canteen premises and facilities used by him in neat and clean hygienic condition. The Corporation shall have the right to inspect such premises and facilities and may call upon the Caterer to maintain the facilities in a neat and clean manner. In case of failure of the Caterer, the Corporation has right to penalize the Caterer upto Rs.5,000/- per instance. The Corporation has full discretionary right to penalize the Caterer upto Rs.5,000/- in each case of default on his part in relation to food quality, quantity, cleanliness and hygiene or default or lapse in following the instruction given to him by the concerned officer/s of the Corporation.

12. Electricity & LPG

The Corporation shall provide electricity and water as may be required for providing/supplying food, meals, tea and snacks at the Corporation's canteen, Cafeteria and other locations within the company's premises. The Corporation will deduct lump sum charges of Rs.2000/- (Rupees Two Thousand) only against electricity charges from monthly bill of caterer. However, there will not be any deduction for water.

The caterer should make his own arrangement of Non – Domestic (ND) LPG for providing/supplying food, meals, tea and snacks at the Corporation's canteen.

13. Furniture & equipment etc.

The Corporation shall make available to the Caterer, furniture, serving trolleys and other equipments to be used in the canteen and shall also bear the cost of normal repairs and replacement of the same. The Caterer shall ensure that the furniture, serving trolleys and other

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equipment provided to him is always kept in a clean and hygienic condition. In the event of any breakage or loss and/or damage to the same arising out of negligent handling by the Caterer or his employees, the Caterer shall compensate or pay for such replacements or repairs.

14. Responsibility of the contractor on cessation/completion of contract

(a) The Caterer shall be responsible for the items of furniture and equipment entrusted to his care from time to time and shall hand over the same in good order and condition (with normal wear and tear) to the Corporation as and when required by the Corporation or on termination of this agreement. The Caterer shall not remove any of the above articles or equipment outside the Corporation's premises.

(b) On completion of the contract period or on termination of this agreement, the Caterer will also ensure that all the persons engaged by him are removed/withdrawn from the premises, forthwith and will settle their accounts by paying all the legal dues as required under the provision of various labour laws. In case of any disputes arising out of on account of any matter related to his employees, it will be the responsibility of the contractor to pay his employees all the legal dues as ordered by the competent authority.

15. Engagement of staff

(a) The Caterer shall provide at his own cost and expenses sufficient and competent staff to act as Dietician-cum-Manager, Stores/Accounts/Coupons Tally Clerks, Cooks, Asst. Cooks, Trolley Vendors, Snacks Makers, Sweet Makers, Tea Makers, Pantry Man, Waiters, Vendors, Attendants, Hamals, Helpers etc., as may be reasonably required in the opinion of the Corporation for the fulfilment of the Caterer's obligations under this agreement, and shall give their professional expert guidance and supervision to the work.

(b) The Caterer shall engage personnel who are in its opinion competent, possess suitable experience, and are honest and trustworthy. The Caterer will depute people of only good background to do the work at the canteen. The Caterer shall of his own select recruit and employ its workforce and the Corporation shall in no manner be associated with this process. The contractor will maintain and show the Corporation on demand, all employment documents (like appointment letter, bio-data, I-card etc) in respect to his employees.

(c) All assigned personnel shall be persons employed by Caterer and shall ensure that, with respect to the personnel so compliance of all the provisions as applicable labour laws/regulations and any and all other applicable legislation and shall also maintain all records/registers/books as may be statutorily required there under and shall, as and when required, provide such aforesaid records/registers/books for inspection by the authorized personnel of Corporation.

16. Licence under Contract Labour (Regulation & Abolition) Act

The Caterer will obtain requisite license from the licensing authority under Contract Labour (R&A) Act, 1970 according to the number of workers engaged by him and get and

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aforementioned license renewed from time to time as and when due from the appropriate authority and will keep valid and produce the same when called upon to do so.

17. Attendance

The Caterer will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the Corporation attendance records.

18. Employment

The Caterer or the person(s) so engaged by him will have no claim or right whatsoever to be absorbed in the employment of the Corporation at any time or under any circumstances or for any reason whatsoever. The Caterer shall be solely liable for the employment or non employment of his workforce. In case, any dispute is raised by their employee, the Caterer shall personally defend and indemnify the Corporation in respect of any consequence thereof. The Caterer issue the Entry passed to its employees deployed by it at premises of the Corporation.

19. Effective Management

The Caterer will have a competent Dietician-cum-Manager on the premises at all times who shall represent the Caterer in his absence. The Caterer will visit the establishment once a week for overall supervision and ensure the smooth functioning of Canteen including hygienic/neat conditions in Canteen.

20. Regularity of employees

Any absence of the staff mentioned for more than a day will have to be suitably replaced, failing which the Corporation will have no alternative but to make alternative arrangement and debit the cost to the Caterer.

21. Supervision of Employees

The Supervisors appointed by the Caterer will supervise the work of his employees. If in the opinion of the Corporation any Supervisor is found unsuitable, the Caterer shall be liable to change the Supervisor.

22. Employer-employees relationship

The employees employed by the Caterer shall be the employees of the Caterer only, and not of the Corporation and the Caterer shall be solely responsible for all acts of commission or omission of his workers. Under no circumstances, the facilities which are being provided to the regular employees of the Corporation shall be extended to the employees/staff of the Caterer. Subsequent to the expiry/termination of the contract, no claim from either the Caterer or from his employees/staff shall be entertained for continuance of their services and under no circumstances the employees/staff who are being recruited by the Caterer can claim employment in the Corporation.

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23. Fitness of employees

All workers employed by the Caterer shall be medically fit for handling food and certified for fitness before employment and every six months thereafter to be examined by a registered medical practitioner of the Corporation. The decision of the Corporation Medical Advisor's final in this regard to the fitness of the Caterer's employee will be final. No member of the Caterer's staff shall be below the age of 18 years.

24. Identification of Caterer's employees

All Caterer's personnel working in the premises the Corporation's premises shall be properly identified by their uniforms and badges (different colour than those worn by the Corporation employees), which must be worn by them at all times while on Corporation's premises. The Caterer and his employees shall observe and abide by all fire, safety and security regulations of the Corporation. The Caterer will ensure that his employees do not remain on the premises beyond their normal working hours without specific approval of Chief Installation Manager or any other authorized Officer. Any unauthorized presence on the premises beyond normal working hours will not be acceptable and the Caterer upon receipt of complaint will have to withdraw such employees from working in the Corporation's premises.

25. Exclusive for Corporation

The space provided by the Corporation to the Caterer for the purpose of operating the canteens, cafeteria, in the premises of the Corporation shall be used by the Caterer only for the purpose of operating canteen and cafeteria and for no other purpose whatsoever. For the removal of any doubt, it is expressly provided that the Corporation's premises shall not be used by the Caterer/Contractor for any purpose other than to supply material to the Corporation under this agreement.

26. Uniform to employees of the Caterer

The Caterer shall provide at his own cost two sets of neat and clean uniforms every year to his employees working in the Corporation's premises and shall ensure that such uniforms are always worn by the employees while on duty. Uniform will include pair of canvass shoes for the waiters/attendants. In addition, Cook/Asst. Cook will also be provided with aprons and caps. The Corporation shall be within right to disallow any of the employees of the Caterer who will not be wearing the uniform or that it will not be neat and clean.

27. Amendment

Any amendment to this Agreement shall not be valid and binding on the Parties unless it is made in writing and signed by the authorized personnel of both Parties.

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28. Communication

All notices, certificates, acknowledgements and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed by registered letter to the other Party at its address as given below or to such other address as either Party may, by written notice designate to the other.

Corporation

Hindustan Petroleum Corporation Limited
Loni Terminal,
Kadam Wak Vasti Village,
Pune – 412 201.

Caterer

Phone No.: 020 – 26913304, 26913309
Fax No.: 020 -26913236.

29. English language

All documents to be furnished or communications to be given or made under this Agreement shall be in English language or, if in any other language, shall be accompanied by a translation into English certified by representative of the Party furnishing such document or communication, which translation shall be the government version between the parties.

30. Injury/accident to Caterer's employee

On the occurrence of any injury to Caterer's employees, the Caterer shall comply with the statutory requirements in notifying the authorities within the time stipulated therein and shall also inform the Corporation of the incident. The Caterer will at all times keep the Corporation effectively indemnified against any liabilities under the Workmen's Compensation Act 1923, ESI Act (if applicable) or any other enactments/statutory provisions of laws applicable or made applicable and amendments thereof. The Caterer is responsible and liable for all acts, deeds, misdeeds and conduct of his employees, servants, agents, supervisors and other staff whether stationed at the Corporation's premises or otherwise and the Caterer agrees to fully indemnify the Corporation from any loss, damage or consequence arising out of the act, deed, misdeed or conduct of such employees, servants, agents and supervisors and other staff.

31. Quantum and timely payment of wages

The Caterer shall, in all respects, comply with all requirements of Minimum Wages Act as applicable to eating establishments, the Contract Labour (Regulation & Abolition) Act, the Employees' State Insurance Act, Employees' Provident Funds & Misc. Provisions Act, Payment of Bonus Act, the Payment of Gratuity Act and any other law in force and shall keep the Corporation indemnified against all liabilities and responsibilities under the said Acts and Schemes there under and under any other laws affecting employer/employee relations. The Caterer shall pay the wages to his workmen in the presence of the competent persons engaged by the Corporation and his records can be verified by the Corporation as required under the law and

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shall furnish details/records to the Corporation by the tenth day of the following month that he has paid wages(not less than the minimum wages as fixed or revised) to his workers and complied with other statutory requirements pertaining to the Employees' Provident Funds and Misc. Provisions Act and also Employees' State Insurance Act (if applicable), etc.

While complying with the requirements of Minimum Wages Act, the caterer is required to pay the wages to their workmen for this contract as notified by the Corporation.

The wage rate structure for the period 01.01.2010 to 30.06.2010 at Loni Terminal is as follows :

CATEGORY	BASIC WAGES PER MONTH (Rs)	SPECIAL ALLOWANCE (Rs)	TOTAL WAGES PER MONTH * (Rs)	TOTAL WAGES PER DAY (Rs)
Unskilled	4743.30	541.20	5284.50	203.00
Semiskilled	4843.30	541.20	5384.50	207.00
Skilled	4943.30	541.20	5484.50	211.00

*** Per Month considered as 26 days as per Notification.**

The above notified wages would also qualify for PF, ESIC, Gratuity and bonus as applicable.

The caterer shall also ensure payments of minimum wages as applicable to the State / Central Government schedule employment OR the wages as notified by Corporation from time to time whichever is higher. The caterer should also ensure disbursement of wages to their workmen by cheque only. However, there will not be any escalation in the rates on account of revision in minimum wages.

32. Payment of Taxes

The Caterer shall be wholly responsible for payment of any and all taxes including but not limited to sales tax, duties cess under the existing or future Laws, acts, Rules, Orders, Notifications etc, issued by the Central or State Governments or any local authority, or body in respect or in connection with supplies and that the Corporation shall not be liable to pay such taxes, rates, duties etc., whether existing or which may accrue in future.

33. Indemnification by Caterer

The Caterer shall at all times keep the Corporation effectively indemnified against all actions, suits, proceedings, leases, costs, damages, charges, claims and demands in any way arising out of reason of anything done or omitted to be done by the Caterer.

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34. Security deposit

The Caterer shall deposit with the Corporation interest free a security equivalent to 1% of the contract value for _____. The security deposit is to be paid by way of A/c pay crossed Demand Draft or irrevocable Bank Guarantee from a Nationalised/Scheduled bank to be valid until returned (under normal circumstances three months beyond the expiry period of the contract) duly discharged by the Corporation. The Corporation shall have the right to forfeit deduct out of the above deposit any amount which the Caterer may become liable hereunder and shall refund the balance money to the Caterer on the termination of this Agreement. Be it clarified that more amount of security as deposited will be maximum liability of the Caterer for any violation or failure to discharge any obligation contractual or statutory hence the Corporation can forfeit the payment to be made to the Caterer for discharge of his any obligation.

35. Status of Caterer

Nothing contained herein shall be construed to create a monthly tenancy or create any interest in favour of the Caterer in respect of the canteens, cafeteria and other premises used by the Caterer in connection with the purpose of this Agreement. The status of the Caterer will be only licence and not the lessee or the tenant.

36. Obligation of Caterer on cessation of contract

On the cessation of this Agreement, the Caterer shall discontinue to use and hand over peacefully, possession to the Corporation of the said canteens, cafeteria and any other premises, together with fixtures and articles therein as per inventory, in good condition and also shall give up his right in favour of Corporation all licenses and permits in force, and give all assistance towards getting the said licenses transferred to the Corporation or its nominees.

37. Termination of contract

In the event of the Caterer committing a breach of any of the terms and conditions of this Agreement, the Corporation shall be entitled, subject to other rights available to it under this Agreement, to terminate this agreement immediately without notice without assigning any reasons. On termination of this agreement in terms of this clause, the other terms and conditions relating to termination to this agreement shall apply. The Corporation can also terminate the Agreement immediately on the occurrence of any event which, in the exclusive opinion of the Corporation, necessitates the termination of this Agreement forthwith. **Only HPCL** shall have a right to terminate the contract by giving one month's notice in writing to the other party without assigning any reason during the period of this agreement.

38. Arbitration

1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination,

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foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

2. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or any other Government Company, or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.

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9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.

11. The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited. The Caterer shall not transfer or assign or share benefit of this agreement without the consent in writing of the Corporation.

The Caterer shall not Transfer or assign or share benefit of this agreement without the consent in writing of the Corporation.

IN WITNESS WHEREOF the Corporation and the Caterer have put their respective hands and seals the day and year first herein above written.

SIGNED AND DELIVERED

for and on behalf of

by its Constituted Attorney

Shri _____.

CONSTITUTED ATTORNEY

in the presence of _____

SIGNED SEALED AND DELIVERED

For and on behalf of _____

by _____ (Name) _____

in the presence of _____

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