# HOMI BHABHA CENTRE FOR SCIENCE EDUCATION TATA INSTITUTE OF FUNDAMENTAL RESEARCH Public Tender Notice No. HBCSE/CANTEEN/01/2024-25

Ref No.: HBC/CANTEEN/2024 January 08, 2024

### NOTICE INVITING TENDER

- 1. The Homi Bhabha Centre for Science Education (HBCSE), Mumbai is a national centre of TIFR, Mumbai which is under the aegis of Department of Atomic Energy, Government of India. HBCSE-TIFR invites sealed proposals from reputed and experienced canteen/catering operators for outsourcing of canteen and providing catering (canteen) services at Homi Bhabha Centre for Science Education, V. N. Purav Road, Mankhurd, Mumbai 400088, Maharashtra, India, as per the 'Scope of Work', 'Terms & Conditions', and other details specified in this 'Proposal Document'.
- 2. Interested applicants fulfilling the prescribed minimum eligibility criteria may download the RFP from the HBCSE website http://www.hbcse.tifr.res.in/tenders.

The above said canteen and catering services are for the staff members and authorized visitors. Apart from regular staff, there are number of programs held throughout the year. Especially during winter and summer vacations (April – Mid July; Oct-Dec) the floating staff in the campus will be around 100 to 200. The service provider shall also provide services to outsiders for any programs being held in HBCSE Auditorium or Classrooms on request basis.

#### **CHAPTER-I**

#### **DEFINITIONS**

Unless otherwise specified, the following definitions shall apply to the terms used in this RFP:

- 1. "Request for proposal (RFP)/Proposal Document" means Proposal Document prepared by HBCSE-TIFR, Mumbai to select contractor/service provider for outsourcing of canteen and providing canteen and catering services at HBCSE-TIFR premises and any other documents provided or issued during the course of the 'RFP Process'.
- 2. "RFP Process" means entire selection process comprising of issue of 'Notice Inviting Tender' to signing of contract in response to RFP.
- 3. "Technical Evaluation / Tender Committee" means a Committee, duly constituted by the Centre Director of HBCSE-TIFR, Mumbai, to formulate and regulate the entire RFP process.
- 4. "HBCSE-TIFR, Mumbai" may also be referred to as "HBCSE" in this proposal document and is represented by the Centre Director, HBCSE-TIFR, Mumbai.
- 5. **HBCSE-TIFR Building/Premises/Office Premises"** means Office building situated at V.N. Purav Marg, Mankhurd, Mumbai 400 088.
- 6. "Contract/Agreement/Contract Agreement/Services Agreement" means the agreement to be signed between the successful applicant and the HBCSE-TIFR, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, to this RFP, the acceptance and all related correspondence, clarifications and presentations.
- 7. "Bidder/Applicant" means the party who shall be offering the personnel, equipment(s), goods, services and /or materials as required in the RFP. The word bidder/applicant when used in the pre-award period shall be synonymous with parties submitting proposal against this RFP, and when used after the award of the contract shall mean the successful party with whom the Centre signs the agreement as per the 'Terms & Conditions', 'Scope of Work', and other specifications/conditions stipulated in the RFP.
- 8. "Proposal/Application" means the application made by applicant along with all the necessary documents.

- 9. "Contractor/Service Provider" means the applicant who has been selected to execute the given scope of work under this RFP.
- 10. "**LOI**" means the letter of intent issued by the Centre to the applicant who has been selected as 'Contractor/Service Provider' towards award of contract.
- 11. "The Authorised Person" means the officer(s)/official(s) of the HBCSE-TIFR Mumbai, as a nodal officer/committee for monitoring/coordinating with service provider vi-a-vis successful implementation/performance of the various contractual obligation under the RFP/contract.
- 12. "Canteen Area" means canteen room in the main building canteen, NIUS building canteen and other mini-pantries/designated a cooking areas on various floors of HBCSE-TIFR.
- 13. "Food Service Area" means serving of food within the main building canteen room on the ground floor, NIUS building canteen on ground floor, serving of food within the other designated dining area, room services at all floors of HBCSE-TIFR and any other area/space that may be communicated from time to time.
- 14. "Personnel" means persons employed by the service provider under different categories viz. Cook, Helper-Cook, Bearers, cleaning personnel, supervisors, any other persons of the service provider, for the execution of 'scope of work' under the RFP/contract.

Date:	Read & accepted	
	Signature and stamp of	
Place:	Applicant of Authorized Signatory	

# CHAPTER-II INVITATION TO APPLICANTS

# 1. HBCSE-TIFR, Mumbai, India invites Single sealed bid/application which shall be a technocommercial bid as per the following:

Description of Work	Bid Security (EMD)
Providing Catering (Canteen) Services at	Earnest Money Deposit (EMD): Rs. 1,83,117/- (Rupees One
Homi Bhabha Centre for Science	Lakh Eighty Three Thousand One Hundred Seventeen only)
Education, V. N. Purav Road, Mankhurd,	by way of Demand Draft in favour of "HBCSE" payable at
Mumbai – 400088, Maharashtra, India	Mumbai. Alternatively, this amount can be remitted by bank
	transfer. The details are as follows: HBCSE-TIFR Non Plan
Estimated Cost: <b>Rs. 9155838.00</b>	A/C, Account No.:1038019943 Bank Address: Central Bank
(Inclusive of GST) per year. The HBCSE	of India Jigna Apartment, Sion-Trombay Road, Mankhurd,
shall not guarantee any minimum order	Mumbai – 400 088 IFSC Code: CBIN 0282523.
quantity.	
	Bid Security Declaration as per our format (Form G) to be
Type of Tender: Technical & Financial	submitted on company's letter head.
Bid	Tender Fee: Rs. 500/-
	(Rupees Five Hundred only) by way of Demand Draft in
	favour of "HBCSE" payable at Mumbai. Alternatively, this
	amount can be remitted by bank transfer. The details are as
	follows: HBCSE-TIFR Non Plan A/C, Account
	No.:1038019943 Bank Address: Central Bank of India Jigna
	Apartment, Sion-Trombay Road, Mankhurd, Mumbai – 400
	088 IFSC Code: CBIN 0282523. The tender fee is non-
	refundable.

Downloading/Issuing of Tender	From: 08.01.2024
Submission of Tender	To : 29.01.2024 upto 14.00 Hrs.
Opening of Techno Commercial Bid (Part I).	On : 29.01.2024 after 14.30 Hrs.
(If sufficient bids are received).	

# **DURATION OF THE CONTRACT:**

The contract for canteen services shall remain valid for two years. However, to evaluate the services / contract performance of the contractor will have a probationary period of 3 months. The contract for the remaining 9 and another 12 months will only be confirmed if the contractor's services are satisfactory and according to Centre Standards during the probationary period.

#### CHAPTER III

### **INSTRUCTIONS TO THE TENDERERS**

1. Site Visit & General Enquiry/Pre bid meeting: Prior to the submission of application, the bidder/applicants are requested to understand the work properly. The bidder/applicants, after receipt of the RFP document, may visit the premises of HBCSE on 12/01/2024 between 14.00 hrs to 15.00 hrs. The bidder/applicant may collect information, understand the work requirement, and satisfy himself/herself about the location, and accessibility of site, nature/extent/character of services/ work and obtain required clarifications, if any, in connection with the execution of the work. The bidder/applicant shall take prior appointment/permission by sending email to purchase@hbcse.tifr.res.in for the visit on or before 10/01/2024 till 17:30 hrs. The reply will be sent to the interested bidders/applicants by 11/01/2024, forenoon. It is mandatory for the vendor to attend the pre-bid meeting to understand the exact requirements. Submission of proposal/application implies that the bidder/applicant has read this notice and has made his/her fully aware of the scope of specifications of the work to be done, local conditions and other factors having a bearing on the execution of the work.

2.

- A. Contractor should have minimum 3 years' experience in providing Catering Services. The contractor should have executed or executing at least one similar nature of order i.e. onsite cooking and serving in a medium/large Research Establishment or a large Residential Public School or a big Multinational/corporate Company.
- B. The contractor should have executed or executing at least one similar nature of work i.e. onsite cooking and serving in a medium/large Research Establishment or a large Residential Public School or a big Multinational Company or 5 star hotels for a contract worth Rs. 75 Lakhs per annum or two contracts of Rs. 55 Lakhs or more or three contracts of Rs. 35 Lakhs or more during the last two separate financial years.
- C. The contractor should have a valid PAN number issued by the Income-Tax Authority.
- D. Should have a valid Registration Certificate of the firm/ agency/ Company.
- E. Should have a valid License issued by the Competent Authority.
- F. Should have valid ESI & PF registration certificate.
- G. Security Considerations: The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate Enquiries about the character and antecedents of the persons whom they are deploying.
- H. Having regard to the scope of work, qualification, training and experience that are required for the job, the Contractor should offer such emoluments and benefits to the people to be employed by him which take into account:
  - > The Qualification, Training and Experience of the deployed personnel.
- **3.** The tenders should be submitted in two covers on GeM Portal Online. This tender will be evaluated under 2 cover bid system, i.e.
  - a) Technical Bid.
  - b) Financial Bid
  - I) The <u>First sealed cover COVER I</u> should be superscribed "Technical Bid" and should contain Forms A to N duly accepted, signed by authorized signatory with seal.

#### The cover shall also contain the following documents:

- i. Company profile including previous experience of manpower deployment to Government Departments, Multi National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
- ii. Acceptance of terms and conditions specified in these tender documents
- iii. Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit.

- iv. Solvency Certificate for Rs. 36.62 Lakhs issued by the Bank -not before April 2023 and for this particular tender.
- v. Deployment pattern of Catering Personnel including the number of Supervisors \ cashiers \ cooks \ Asst. Cooks \ Bearers or Waiters \ Utility Staff to be deployed.
- vi. Worker Order copy of a single contract worth of Rs. 75 Lakhs per annum executed or executing two contracts of Rs. 55 Lakhs each or three contracts of Rs. 35 Lakhs each during the last 2 financial years.
- vii. Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm/agency/Company and proof of 3 years' experience in providing Catering Services in reputed organization.
- II) The Second sealed cover COVER II, 'Price Bid' should contain fully filed FORM 'O'.

# 4. Earnest Money Deposit –

DD or in case of Bank Transfer the receipt of the same must be attached.

Earnest Money Deposit (EMD): An earnest money for Rs. 1,83,117/- i.e. 2% of the total estimated cost has to be deposited in the form of Demand Draft, Bankers cheque or through online transfer through bank (Bank details to be provided on demand) in favour of 'Homi Bhabha Centre for Science Education' Mumbai along with the Technical Bid (Part 'A'). After online transfer of earnest money, the vendor should intimate us by email or proof of online transfer of EMD should be part of tender. The firms registered under MSMEs can be exempted from submission of EMD as per rule 170 of GFR 2017, provided they must submit a 'Bid Securing Declaration' in prescribed form as per 'Form - G'.

EMD shall be interest free and it will be refunded to the unsuccessful bidders within 15 days after acceptance of Work Order by the awarded bidder without any interest. EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect. Kindly submit your bank details along with the tender like Cancelled Cheque/NEFT/Bank A/C details for ease in repayment of EMD.

#### 5. Successful bidder must be able to submit: -

<u>Performance Guarantee</u> of 10% of the estimated cost of the tender and Indemnity Bond as specified in the tender document.

# The following conditions of Tender and Scope of Work shall be considered as "Essential"-

- a) The contractor should have minimum 3 years' experience in providing similar type (onsite cooking & serving) of Catering Services.
- b) The contractor should have executed or executing at least one similar order i.e. on site cooking and serving in a medium/large Research Establishment or a large Residential Public School or a big Multinational Company.
- c) The contractor should have executed or executing a single contract worth Rs.75 Lakhs per annum or two contracts of Rs. 55 Lakhs each or more or three contracts of Rs. 35 Lakhs during the last two separate financial years.

# **Conditions of Tender**

- 1. Quotations must be submitted online on GEM portal giving complete details using enclosed tender papers.
- 2. The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.
- 3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
- 4. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory. (The Selling rate of item should be written in figures without overwriting. Bidder for providing Canteen Services will be decided at the time of finalization of tender on the basis of lowest rate quoted for Menu Charges)
- 5. Bids which do not comply with the above conditions will be rejected.

  The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject any or all tenders without assigning any reason whatsoever.
- 6. No questions or items in the Annexure shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 7. The contractor chosen will have to undertake the work within 15 days from the receipt of the Work Order.
- 8. Bids shall be accompanied by the following, failing which the offers will be rejected:
  - 1. License and registration certificate issued by Competent Authority
  - 2. Organization Structure
  - 3. List of works on hand/carried out during the last 5 years
  - 4. Performance Certificate from the existing client(s)
  - 5. ESI & PF Registration Certificate.
  - 6. Forms A to N duly filled in.
  - 7. The entire tender document duly countersigned (in token of acceptance of all term and conditions indicated in the documents)
  - 8. Earnest Money Deposit
- 9. All annexure, attachments/ drawings (if any) to this Enquiry shall be read as part and parcel of this Enquiry.
- 10. Deviation(s) indicated in FORM A are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.
- 11. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal of the person signing the offer and name and address of the firms.

### **Micro and Small Enterprises (MSEs):**

- 1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
- 2. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
- 3. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

# 3. General Information about Bidding:

- a. Bidding document can be downloaded from our website http://www.hbcse.tifr.res.in/tenders and also from GEM website by any interested bidder meeting the above eligibility criteria.
- b. **RIGHT TO REJECT ANY OR ALL BIDS**: HBCSE reserves the right to accept or reject any or all bids without assigning any reasons there for. HBCSE also reserves right to reject bids during technical evaluation, based on past performance, experience or any other criteria mentioned in tender document.
  - Price bid will be considered only for those bidders who qualifies technical evaluations.
- c. Bids must be accompanied by **Bid Security Declaration towards Earnest Money Deposit** and **Demand Draft towards the Tender Fee** specified above without fail.
- d. HBCSE is not responsible for delay or loss of tender document / bids in online submission.
- e. Bidders are requested to visit our website http://www.hbcse.tifr.res.in/tenders and GEM portal regularly to check for addendum /updates if any pertaining to this tender.
- f. The bid to be submitted online within the due date and time in sealed envelope and marked on top the Tender No., due Date in Bold Letters.
- g. Please see attached sheet for conditions of tender.

# 4. Make in India / MSME / Startups:

The Tender Fee exemption is applicable to MSMEs subject to conditions given below:

- a. MSMEs participating in the tender must submit valid and authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of DIC certificate. The MSME's Bidder to note and ensure that nature of services and goods / items manufactured mentioned in MSME's certificate matches with the nature of the services and goods / items to be supplied as per Tender.
- b. The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference**.

Sd/-Head Administrative Operations

# **CHECK LIST**

Mandatory to be enclosed with Techno-Commercial Bid (Part-I)

Sr.	Particulars	Provide Details	Page No.	Enclosed
No.				/
1	Demand Draft towards Tender Fee	DDN D(1		Yes / No
	enclosed or copy of tender fee bank	D.D.No Dta		
2	transfer details		_	\$7 / \$1
3	Copies of partnership registration.			Yes / No Yes / No
3	Copies of Shop & establishment			Yes / No
	registration & or Certificate of incorporation enclosed.			
4	Company Profile enclosed – as per <b>Form</b>			Yes / No
4	A			168/110
5	Mandatory documents have to filled by			Yes / No
3	bidder enclosed as per Form B			163/110
6	Form C showing details of works			Yes / No
Ü	completed in the past 3 years together with			1637110
	copies of orders submitted.			
7	Technical Evaluation Criteria with Marks			Yes / No
	- Form D. (Blank Form)			
8	Bid Form enclosed – <b>Form E</b>			Yes / No
9	Details of GST enclosed Form F			Yes / No
10	Whether Bid Security declaration as per	D.D.No Dtd		Yes / No
	format submitted Form G			
11	Amalgamation/Acquisition – Form H			Yes / No
12	CA Certificate indicating Turnover and			Yes / No
	Profit or Loss enclosed as per Form J			
13	Format of Solvency Certificate – <b>Form K</b>			
14	Format of Certificate of Site Visit – <b>Form</b>			Yes / No
	M			
15	Undertaking for Acceptance of Terms and			Yes / No
	Conditions as per <b>Form N</b> enclosed:			
16	PAN Card Photo Copy enclosed			Yes / No
17	Copy of power of attorney to sign the bid			Yes / No
	enclosed (Applicable for LLP / partnership			
	company / PVT LTD / LTD Company)			

18	Price bid – O (Part II – Price Schedule showing the competitive Rates payable)	Yes / No
	submit online on GeM Portal.	

Signature of Bidder Name & Designation Date

Company Name & Address : Place

Company Seal & Phone No. :

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showing Competitive Rates and Schedule of items	
and proposed bidding rate.	

# 1. INSTRUCTIONS TO BIDDER (ITB)

Sl. No.	Contents
A.	Introduction
В.	The bidding documents
C.	Preparation of bids
D.	Submission and sealing of bids
Ε.	Opening and evaluation of bids
F.	Award of contract

### A – Introduction

#### 1.1 **Preamble**

Tenderers are expected to be totally familiar with the existing site conditions, restrictions of working hours imposed by the Institute.

All rates are supposed to have included the following concerns:

Contractor shall take all measures of safety and security to their staff. The Contractor shall also abide by the security and safety requirements, restrictions on the working hours etc. imposed by the owner, and no extra claims for the same shall be entertained under any circumstances.

Time is the essence of this contract and the contractor shall make every effort to complete the work in time.

#### 1.2 Eligible Bidders

- 1.2.1 Bidders who fulfill the eligibility criteria as specified in our tender will only be considered for technical evaluation.
- 1.2.2 Downloading of tender document does not mean that a bidder is qualified to submit the bid. Centre's decision in this regard will be final.

# 1.3 Cost of Bidding

1.3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "Centre" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

# 1.4 Contract Rate / price

1.4.1 Rate / Prices quoted by the bidder for the services to be performed under shall be firm.

#### **B** - The Bidding Documents

#### 1.5 Content of Bidding Documents

- 1.5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of their bid.

#### 1.6 Amendment of Bidding Documents

- 1.6.1 At any time prior to the deadline for submission of bids, Centre may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.6.2 All prospective bidders who have downloaded the tender document will be notified of the amendment in writing or by fax, or by email or by putting information on webpage which will be binding on them.
- 1.6.3 In order to allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, Centre, at its discretion, may extend the deadline for the submission of bids if required.

#### **C** - Preparation of Bids

# 1.7 Status of Individual signing the offer

- 1.7.1 Individuals signing the bid form and other connected documents must specify the capacity in which they sign like:
  - (a) Copy of power of attorney to be submitted if the person signing the bid is different from Partner / Director.

# **D** - Submission and sealing of Bids

# 1.8 **Submission, Sealing and Marking of Bids**

1.8.1 Submission of bid by a bidder implies that s/he has studied the tender documents and has made herself / himself aware of the scope and specifications of the work to be done with all its conditions and other factors having a bearing on the execution of the work.

#### 1.9 **Deadline for Submission of Bid**

- 1.9.1 Sealed bid must be submitted on GEM as specified in Tender Notice not later than the time and date specified herein.
- 1.9.2 Centre may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to amendment of bidding Documents in which case all rights and obligations of Centre and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **E** - Evaluation of Bids

# 1.10 Confidentiality

1.10.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

## 1.11 **Preliminary Examination**

- 1.11.1 Technical Evaluation Committee (TEC) shall examine the bids to confirm that all documents and technical documentation requested have been provided to determine the completeness of each document submitted.
- 1.11.2 All the bids received will first be scrutinized to see whether the bids meet the basic mandatory requirements as incorporated in the bid document. The bids, which do not meet the requirements, will be treated as unresponsive and ignored. *The following are*

some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:

- a. The Bid is unsigned.
- b. The Bid validity is shorter than the required period.
- c. Tender Fee and/or Bid declaration not submitted with technical bid.
- d. Bidder has not agreed to give the required Performance Guarantee.
- e. Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in the price.
- f. The bidder has not agreed to some essential condition(s) incorporated in the bid.
- g. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- h. The bidder had not completed previous contract of HBCSE satisfactorily.
- 1.11.3 If a bid is not substantially responsive, it will be rejected by Centre and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

# 1.12 Non-Conformity, Error and Omission

- 1.12.1 Provided that a bid is substantially responsive, Centre may waive any nonconformity or omissions in the bid that do not constitute a material deviation.
- 1.12.2 Provided that a bid is substantially responsive, Centre may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformity or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of their bid.
- 1.12.3 Provided that a bid is substantially responsive, Centre may request that a bidder may confirm the correctness of arithmetic errors as done by Centre within a target date. In case, no reply is received then the bid submitted shall be ignored.

# 1.13 Examination of Terms & Conditions, Technical Evaluation

- 1.13.1 Centre shall examine the Bid to confirm that all terms and conditions specified in the bid document have been accepted by the Bidder without any material deviation or reservation.
- 1.13.2 Centre shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

#### F- Award of Contract

## 1.14 Centre's right to vary the Quantities at the time of Award of Contract

- 1.14.1 Centre reserves the right to decrease or increase the number of manpower and services originally specified in the Schedule of Requirements in which case Centre may ask for confirmation of rates in a sealed envelope before a fixed date.
- 1.15 <u>Centre's right to accept Any Bid and to reject any or all Bids without assigning any reasons and for any purposes, deemed fit by the Centre.</u>
- 1.15.1 The Centre Director, HBCSE reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

# 1.16 **Notification of Award of Contract**

- 1.16.1 Prior to the expiration of the period of bid validity, Centre may notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted and a detailed work order shall follow.
- 1.16.2 Until a formal order is prepared and sent, the notification of award constitutes a binding contract.

# 1.17 Order Acceptance

- 1.17.1 The successful bidder should submit Order acceptance within **21 days** from the date of issue of order and complete all formalities within the same period.
- 1.17.2 Centre has the powers to extend the time frame for submission of order confirmation and submission of Performance Guarantee. Even after extension of time, if the order confirmation and Performance Guarantee are not received, **interest** @ 12% percent per annum will be levied till date of receipt of Performance Guarantee.
- 1.17.3 If the successful bidder fails to submit order acceptance and Performance Guarantee even after repeated reminder Centre reserves the right to cancel the order and in which case bidder will be debarred from participating in any tender for a period one year.
- 1.18 **PLACING OF ORDER:** Institute reserves the right to place the order for part/full/reduced quantity /increased quantity / reduced period than what is specified in the tender.

# 2. GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.	Contents
1	Amalgamation /Acquisition
2	Application
3	<b>Change Orders and Contract Amendments</b>
4	Assignment
5	Termination for Default
6	Force Majeure
7	Termination for Insolvency
8	Termination for Convenience
9	Applicable Law/Jurisdiction
10	Settlement of Disputes

# 2.1 **Amalgamation/Acquisition**

2.1.1 In the event the bidder proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations.

# 2.2 **Application**

2.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

# 2.3 **Change Orders and Contract Amendments.**

- 2.3.1 Centre may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:
  - (a) Date for commencement and completion of work.
  - (b) Quantity of manpower.
- 2.3.2 No variation or modification in the terms of the contract shall be made except by written amendment and subject to acceptance.

### 2.4 Assignment

2.4.1 The contractor shall not assign, in whole or in part, its obligations to perform under the Contract to a third party.

# 2.5 <u>Termination for Default</u>

- 2.5.1 Centre may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part
  - (a) If the contractor fails to deliver any or all of the Goods / Services within the period(s) specified in the contract, or within any extension thereof granted by Centre; or
  - (b) If the contractor fails to perform any other obligation(s) under the Contract.
  - (c) If the contractor, in the judgment of Centre has engaged in corrupt or fraudulent or collusive or coercive practices as defined in instruction to bidder on Fraud or Corruption in competing for or in executing the Contract.
- 2.5.2 In the event Centre terminates the contract in whole or in part, it may take recourse to any one or more of the following actions:
  - a) Forfeiting Performance Guarantee.
  - b) Centre may procure, upon such terms and in such manner as it deems appropriate, item / equipment similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) However, the contractor shall continue to perform the contract to the extent not terminated.

# 2.6 Force Majeure

- 2.6.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of their Performance Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.6.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of Centre in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.
- 2.6.3 If a Force Majeure situation arises, the contractor shall promptly notify Centre in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by Centre in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.6.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

# 2.7 **Termination for Insolvency**

2.7.1 Centre may at any time terminate the Contract by giving written notice to the contractor, if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Centre.

# 2.8 **Termination for Convenience**

2.8.1 Centre, by written notice sent to the contractor, may terminate the Contract in whole or in part, at any time. The notice of termination shall specify that termination is for the Centre's convenience, the extent to which performance of the contractor under the Contract is terminated, and the date upon which such termination becomes effective.

### 2.9 Applicable Law/Jurisdiction

2.9.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC i.e. Mumbai Jurisdiction only.

### 2.10 **Settlement of Disputes**

- 2.10.1 Centre and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.10.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Centre or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

# 3. SPECIAL CONDITIONS OF CONTRACT (SCC)

Sl. No.	Contents	
1	Terms of Tender Evaluation committee	
2	Bid Security Declaration	
3	Performance Guarantee	
4	Income Tax	
5	GST	
6	<b>Duration of Contract</b>	
7	Payment terms	
8	Other Conditions of Contract	
9	Indemnity Bond	
10	Applicable Law	

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### 3.1 <u>Terms of the Tender Evaluation Committee (TEC)</u>

- 3.1.1 On the due date the bids will be opened and bids meeting the eligibility criteria and will be referred to a tender evaluation Committee.
- 3.1.2 All bids will be evaluated with reference to the tendered specifications, performance of similar works carried out elsewhere by the bidder.
- 3.1.3 A Committee will go through all the aspects of the tender and short list such firms whose bids are found technically acceptable.
- 3.1.4 Centre representatives will proceed through a detailed evaluation of the bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, Centre will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- 3.1.5 During the evaluation, the TEC can ask for relevant documents from the bidder necessary for evaluation.
- 3.1.6 After the evaluation is completed and approved, Centre shall inform the bidders whose bids have been rejected with the reasons for rejection.

  The Committee will examine all the Technical aspects of the bids received. Further, the Committee may seek additional information/feedback from other organizations where the bidder has carried out similar works.
- 3.1.7 The recommendation/decisions of the Evaluation Committee is final and binding on all the bidders.

# 3.2 **Bid Security Declaration**:

If the bidder withdraws or amends or impairs or derogates their bid during the period of bid validity, Centre reserves the right to suspend the vendor from participating in any tender for a period of **One year.** 

# 3.2.1 **Bid Security**

In the form of Bid Security Declaration as per Annexure enclosed. The declaration also should submit on the company letter head duly signed by officer authorized to submit the bid.

# 3.3 **Performance Guarantee**

Performance Guarantee to be furnished by the successful bidder for satisfactory performance of the contract. "Satisfactory performance of the contract here means satisfactory completion of work in respect of works.

# 3.3.1 **Quantum of Performance Guarantee**

# 10% of Tender Value (as shown on tender notice)

Successful bidder shall deposit an amount equal to 10% of the tender value including taxes as Performance Guarantee within 21 days of award of work, valid till completion of work plus Two months for proper fulfillment of the Contract.

In case Performance Guarantee is not submitted within **21 days and interest** @ **12% per annum** will be levied till the date you submit the Performance Guarantee.

If the successful bidder fails to submit the Performance Guarantee / Performance Guarantee with interest or refuses to submit the Performance Guarantee even after reminders, Centre reserves the right to cancel the order without notice and such bidder will be debarred from participating in any tender for a period of **one year**.

# 3.3.2 Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft / Fixed Deposit Receipt (FDR) of a Scheduled Bank pledged in favour of HBCSE-TIFR, Mumbai or Bank Guarantee (BG) in favour of Centre Director, HBCSE-TIFR, Mumbai as per the prescribed format. The Bank Guarantee should be from any one of the nationalized banks or Scheduled Bank and to be executed on non-judicial stamp paper of appropriate value. The Bank Guarantee should be valid upto at least 2 months beyond the contractual date for completion of the order.

# 3.3.3 **Refund of Performance Guarantee**

Performance Guarantee shall be released / returned to the contractor after 60 days from the completion of the work/contract period without any interest.

### 3.3.4 Forfeiture of Performance Guarantee

Performance Guarantee is taken for due performance of the Contract and can be forfeited in the event of a breach of contract.

Bank Guarantee / Fixed Deposit Receipt obtained towards Performance Guarantee will be invoked when there is a specific breach on the part of the Contractor.

#### 3.4 **Income Tax**

3.4.1 As applicable will be deducted from the contractor's bill and TDS certificate will be issued.

### 3.5 **Duration of Contract**

The contract for canteen services shall remain valid for two years. However, to evaluate the services /contract performance of the contractor will have a probationary period of 3 months. The contract for the remaining 9 and another 12 months will only be confirmed if the contractor's services are satisfactory and according to Centre Standards during the probationary period.

# 3.6 **Payment Terms:**

- a) The contractor shall first pay wages to his workers before 7<sup>th</sup> of every month and then submit the bill (in printed bill book format only) to the Co-ordinator (Services), HBCSE. The payment will be reimbursed by the Centre by NEFT/RTGS.
- b) Payment will be made on monthly basis for services provided in the previous months, as a reimbursement after submission of the bill.
- c) Payment will be made after **deducting GST TDS**, **Income Tax TDS etc.**
- d) Contractor shall submit all bills with all necessary documents to: Co-ordinator (Services), HBCSE.

Homi Bhabha Centre for Science Education,

V. N. Purav Road, Mankhurd, Mumbai – 400088, Maharashtra, India

# 3.7 Other Conditions of Contract:

- 3.7.1 The contractor shall ensure the following:
  - a) Not to permit or carry on any unlawful activity or create indiscipline in HBCSE.
  - b) Not to employ any childlabor.
  - c) To submit regular monthly bills, within first week of every month, and issue valid receipts for payment received from HBCSE.
  - d) To be solely responsible for employment, dismissal, termination and reemployment of its staff and personnel and shall keep HBCSE informed.
  - e) To pay all dues of its employees and keep HBCSE absolved and Indemnified from any liability in this respect.
  - f) To be responsible for behavior of its staff and personnel, their turnout and ensure good conduct, discipline, cooperation, etc. by them towards HBCSE's officers and staff. They should not cause any hindrance to the normal working of the office. Further minimum basic facilities such as a place for attendant staff/washrooms, etc. will be provided to the contractor only to facilitate the work and should not be misused or demanded as a matter of right.
  - g) Take appropriate corrective and disciplinary action against its employees against whom HBCSE notifies.
  - h) The Agency/ Contractor shall ensure that no private party / get together is held in and no food items, cutlery, utensils, any furniture/fixtures etc. are supplied to any outside party. Even after expiry of this agreement, the Contractor shall be liable and responsible to make all statutory payment to its staff and personnel and make all other statutory obligation and liability and obtain suitable discharge in favour of HBCSE so that no liability or obligation devolves on HBCSE.
  - i) The contractor shall be responsible for the costs and risk for litigation, if any, which HBCSE may have to face due to the acts of omission or commission of the agency of any nature whatsoever subject to jurisdiction of Mumbai only. The contractor shall report to the Co-ordinator (Services) of HBCSE and will comply with the instructions issued by him/her from time to time. The work will be supervised by the representative of HBCSE.
  - j) In the case of non-attending the work, proportionate amount shall be deducted from the monthly bill of the contractor. In all matters of dispute arising at work, HBCSE's decision shall be final and will be binding on the contractor.
  - k) The contractor should get the police verification of the workers and the report should be submitted to HBCSE within 30 days after acceptance of the contract.
  - 1) If any worker is related to any employee of HBCSE, the same should be brought to the notice of HBCSE.

- m) Compensation to Staff: The contractor should pay wages to the manpower engaged by him in this contract at a rate not less than the minimum wages as prescribed under various statutes including the Minimum Wages Act 1948, wherever applicable. Compensation to such staff shall be paid directly to their bank account and proof of payment shall be submitted to HBCSE along with monthly claim for payment.
- n) The contractor shall maintain a register showing the names addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by the Co-ordinator (Services).
- o) The Contractor will be required to provide services round the clock.
- 3.7.2 The place where services will be provided:

Homi Bhabha Centre for Science Education, V. N. Purav Marg, Mankhurd Mumbai – 400088, Maharashtra, India Phone: +91 2507 2300/2304/2305

Fax: 91-22-2556 6803

# 3.8 **Indemnity Bond**

3.8.1 As per **Form -I** to be submitted by the contractor before commencement of the work.

Indemnity Bond (Form I): If order is placed. The Contractor shall, by way of executing a bond on non-judicial stamp paper of appropriate value, indemnify the Centre against any loss, damage or liability arising out of any action, suit, dispute, claims, demands, or statutory Act, brought on or made against the Centre by Contractor's workers or any other person or any other agency, in connection with the work or in respect of any matters, thing done or committed to be done by the contractor in the execution of, or in connection with works, notwithstanding that the contractor took all reasonable, proper and necessary precautions against any loss or damage, ensure that such event will not affect the work and the Centre in any way. The indemnity given by the Contractor as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person, resulting in death or otherwise. The format of indemnity Bond enclosed as Annexure-VIII. Original Bond is to be submitted directly to our Accounts Section with copy of the same to be given to the Co-ordinator (Services).

# 3.9. **Applicable Law**

3.9.1 Only the competent Courts of Law in Mumbai will have jurisdiction in respect of any disputes, concerning this contract, over the arbitration proceedings etc.

#### **Declaration:**

I/We have read the detailed Terms & Conditions of the Contract explicitly mentioned above and accepts the same to execute the contract, if awarded.

(Please sign and stamp at the bottom of all pages)

Place:	
Date :	Signature of Contractor
	Name Designation Seal of the firm

# 4. SCOPE OF WORK - OTHER STANDARD DEFINITIONS

Sl. No.	Contents	Page No.
1	Scope of work	20
2	Signing of Contract Agreement	21 - 22
3	Schedule of Items and Rates for	23 - 28
	Canteen	
4	Schedule of Wages	29
5	<b>General Conditions</b>	30 - 37
6	Manpower	37 – 39
7	Payment Terms and Procedure	39 – 40

## 1. The scope of work involves:

HBCSE Premises has two canteens and the Contractor will have to operate both the canteens as per the instructions of the Authority of HBCSE, TIFR. The second canteen located near NIUS Building will be basically for serving purpose as per requirement of the Centre. The Contractor has to pay Re. 1/= per month for use of each of these Canteens. The Contractor shall under no circumstances sublet either whole or part thereof. It shall not be used for residential purpose.

The HBCSE observes a five-day week: Monday to Friday, however, a number of programmes are held on Saturdays and Sundays and Public holidays. The Contractor shall be required to offer canteen services on these days when such notice has been given to him. He/she will also be required to provide, breakfast, lunch and dinner services to the members staying in HBCSE Hostel and Guesthouse, all around the year.

The Centre has total staff strength of 200, of which about 20-30 members to a great extent depend on the canteen facilities for their food requirement. The canteen is meant for the authorized users as identified by the Centre. The present requirement of food and beverages is as follows:

Items	Approximate quantity	Approximate quantity
	(on working days)	(On holidays)
<b>Morning Tea</b>	40	10
Breakfast	30	10
Lunch	40	15
<b>Evening Tea</b>	40	10
Breakfast	20	05
Dinner	15	15

These are approximate quantities and are bound to vary.

Apart from regular staff, there are number of programs throughout the year. Especially during winter and summer vacations (April – Mid July; Oct-Dec) the floating staff in the campus will be around 100 to 200. In addition, HBCSE rents its similar rooms/auditoriums to outsiders for various educational programs. The Canteen has to provide services for all outside programs if approved by the Competent Authority at HBCSE.

In addition to above, the order quantity for Special lunches for the outside programmes will be tentatively as follows during summer and winter vacations:

Items	Approximate quantity	Approximate quantity
	(on working days)	(On holidays)
Morning Tea	50	50
Breakfast (Conference)	50	50
<b>Lunch (Other Meeting)</b>	50	50
<b>Evening Tea</b>	50	50
Breakfast	50	50
Dinner	50	50

# These are approximate quantities and are bound to vary.

The Contractor has to prepare and serve fresh and wholesome meals/snacks/beverages to the employees of HBCSE and such others as approved by HBCSE as per the instructions received from HBCSE authorized official on the basis of the requirement of HBCSE (payable as per agreed rates).

To arrange for supply of packaged water and tea/snacks, for the internal meetings and to the official guests on call basis (Reimbursement for tea /snacks/packaged water as per agreed rates).

To provide complete range of catering services to guests/occupants at Hostel/Guesthouse, which include providing breakfast/lunch/dinner/Tea/Coffee

The contractor shall be permitted to stock/store the items required for the purpose of carrying out the work, in the HBCSE Canteen. The contractor should strictly ensure that the grocery stock should be available for two months and other perishable items should be stocked for at least a week.

The Canteen Store shall be under the contractor's custody. Items removed from this Store for day-to-day use shall not be left behind or scattered in the area of the Centre after the work is over. There should not be any claim for loss, damage etc. of any item or material. On termination or discontinuation of the work, the contractor will have to vacate the place allotted to stock/store materials and hand over the vacant possession to the authorized official of the Centre forthwith in good condition and withdraw his workers from the Institute premises. However, the Contractor shall be allowed to take away items from the premises only with the permission of the Centre on a gate pass issued by the authorized official after establishing proof that the items proposed to be taken away are contractor's property.

The Contractor shall report to In-Charge/Co-ordinator, Services on a daily basis for material or equipment related issue.

ASSIGNING & SUBLETTING: Assignment or subletting of this contract is strictly prohibited and shall result in termination of the contract with immediate effect without any compensation.

#### 2. Signing of Contract Agreement:

The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications enclosed with the tender documents, the subsequent correspondence exchanged between HBCSE and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

Each page of the tender documents should be signed by the authorized person or persons submitting tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, and Special Conditions etc., as laid down. Tender with any of the documents / pages not so signed can be rejected.

The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.

Right to Accept Part Tender: HBCSE reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

# 3. Schedule of Timings, Items and Rates for Canteen: HBCSE canteen timings:

Canteen Timing for workers is from 06.00 am to 11.00 pm

Sr. No.	Timings (Hrs.)	Services
1.	08.30 to 10.15	Break Fast / Tea / coffee / milk/Juice/Fruits
2.	10.45 to 11.15	Tea / Coffee / Milk /Cold Drinks
3.	12.00 to 14.00	Lunch, Tea, Coffee, Juice, etc.
4.	15.30 to 17.00	Tea / Coffee / Milk / Cold Drinks
5.	18.00 to 18.30	Tea / Coffee / Cold Drinks
6.	19.30 to 21.30	Dinner, Tea, Coffee, Juice, etc.

#### Menus:

HBCSE Canteen Committee will prepare and submit weekly menu to the Contractor. Menu will consist of items given in the (Schedule of Items and Rates). HBCSE Canteen Committee Members are authorized to change / modify the weekly menu. The Contractor shall prepare the items as per the menu chart. In case of any change, the Contractor should inform the Co-ordinator (Services) before implementing.

The Contractors obligation include procuring and transporting to HBCSE Canteen all (good quality) new materials like oil, milk, pulses, grain, vegetables, etc. The Contractor shall use branded ingredients for preparing the food items.

The food should be prepared using the following raw materials:

- 1. Refined Groundnut/Sunflower oilof Gemini/Sunday/Godrej
- 2. Pure Cow Ghee (Amul/Govardhan / Chitale/Prabhat/Mother Dairy)
- 3. Wheat flour made of Panjab PC/Lokwan/MP Sehore
- 4. Rice Wada Kolam/Surti Kolam/Basmati
- 5. Papad: Lijjat/ Ganesh standard size
- 6. Pickle: Pravin/Bedekar/Mother's recipe
- 7. Butter: Amul/Chitle/Mother Dairy standard
- 8. Tea-Tata Tea/Society/Brook Bond

The menu will have items only from the Schedule of items and rates for Canteen for Annexure - A).

# Annexure - A SCHEDULE OF ITEMS AND RATES (INCLUSIVE OF GST) FOR CANTEEN

	DAILY CANTEEN ITEMS		
Sr. No.	Items	Quantity	Proposed Rates (Inclusive of GST)
	(1)-Routine Bro		
1	Tea	100 ml	7.00
2	Tea Special(Tea Bag, Milk, Sugar-all separate)	100 ml	10.00
3	Filter Coffee	100 ml	10.00
4	Special Coffee	120 ml	12.00
5	Milk with Sugar	150 ml	11.00
6	Cornflakes with Milk	100 ml	15.00
7	Sheera	120gms	17.00
8	Idly 2 Nos. with Sambar	Idli 100 gms	17.00
9	Dosa/Rava Plain with Green Chutney	30 gms	19.00
10	Masala Dosa With Chutney	Dosa 30 gms + Stuffing	22.00
11	Puri bhaji	Puri 4 Nos. + Bhaji 80 gms	20.00
12	Chole Bhature	Chole 80 gms + 2 batura	18.00
13	Aloo Paratha	80 gms	18.00
14	Poha/Upma/Uttapah with chutney	150 gms	16.00
15	Fruit Salad	150 gms.	20.00
16	Maggi	100 gms	18.00
17	Tomato Omelet with Chutney	Omlette 80 gms	16.00
18	Meduwada 2 Nos. with Sambar	Wada 75 gms + Sambar 25 gms	18.00
19	Misal Pav	100 gms + 2 Pav	20.00
20	Moong Chila (1No.)	80 gms.	17.00
21	Veg. Sandwich		17.00
22	Veg. Cheese Sandwich grilled		22.00
23	Sukhi Bhel	120 gms.	15.00
24	Dahi Puri/Bhel Puri (6 pieces)	120 gms.	18.00
25	Veg. Cutlets	2 Nos.	15.00
26	Soft Drinks	Available at counter	MRP +1 Rs.
27	Egg Omelet/Bhurji	1 Egg	11.00
28	Egg Omelet/ Bhurji	2 Eggs	18.00
29	Potato Vada 02pcs. /Usal pav	150 gms + 2 pav	18.00
30	Veg. Appam	150 gms	15.00
31	Boiled Egg	1 No.	8.00
32	Egg Roll	1 No.	15.00
33	Mixed Fruit Plate (seasonal)	100 gms.	20.00

(2) Normal Meal (Lunch/Dinner) Veg.		50.00	
Chapati 3 Nos.		150 gms.	

	Rice	150 gms.	
	Dal/Sambar/Amti/Kadi	150 gms.	
	Dry Vegetable or Gravy vegetable	120 gms.	
	Papad and Pickle	1 No.	
	Curd/Butter Milk	100 gms.	
	(3) – Lunch/Dini	ner Items	
1	Tomato Basil Soup with garlic bread slices	150 ml	25.00
2	Cinnamon-Spiced Sweet Potato Soup with bread sticks	150 ml	20.00
3	Lemon Coriander Soup	150 ml	15.00
4	Creamy Vegetable Soup	150 ml	15.00
5	Vegetable Soup	150 m	15.00
6	Creamy Cauliflower Soup with garlic bread slice	150 ml	20.00
7	Mushroom Soup	150 ml	20.00
8	Clear Veg. Soup	150 ml	15.00
9	Orange Juice	150 ml	20.00
10	Chapati – 1 No.	30 gms.	5.00
11	Rice (One Mould)	100 gms.	10.00
12	Vegetable/ Normal	100 gms.	12.00
13	Dal/ Sambar	100 gms.	11.00
14	Papad – Standard size (Lijjat/Ganesh)	1 No. – Roasted/Fried	4.00
15	Salad Plate	Cucumber, tomato, onion, carrot, beet root (100 gms)	12.00
16	Sweet Lassi	200 ml	17.00
17	Buttermilk/Cocum Sarbat	150 ml	8.00
18	Curd	100 gms.	8.00
19	Curd Bundi Raita/Curd veg Raita	100 gms.	10.00
20	Pickle	1 tsp.	1.00
21	Juice other than Lemon	150 ml	20.00
22	Fresh Lemon Juice	150 ml	8.00
23	Fried Rice with Manchurian gravy	200 gms +150gm	35.00
24	Biryani Rice/ Veg. Pulav	200 gms.	35.00
25	Dal Rice/Khichadi /Curd Rice with pickle	200 gms.	18.00
26	Veg Fried Rice	200 gms.	35.00
27	Schezwan Rice	200 gms.	35.00
28	Manchurian Noodles	200 gms.	35.00
29	Chicken Curry	150 gms.	45.00
30	Egg Curry	150 gms.	18.00
31	Fish	100 gms.	40.00
32	Chicken Boneless preparation	150 gms.	50.00
33	Chicken Biryani	500 gms.	65.00
34	Egg Fried Rice/Chicken Fried Rice	350 gms.	45.00
35	Egg Biryani	350 gms.	45.00
36	Chicken Kabab	150 gms.	33.00
37	Chicken curry (Tandoori)	150 gms.	35.00

	(4)	Desserts	
1	Shrikhand - Amul/Warna/Chitale	100 gms.	MRP
2	Gulab Jamun – 2 Nos	50 gms.	15.00
3	Kala Jamun – 2 Nos.	50 gms.	17.00
4	Fruit Custard/ Jelly with custard	100 gms.	17.00
5	Halwa Dudhi/Gajar	50 gms.	17.00
6	Cham Cham – 1 No.	100 gms.	22.00
7	Rasgulla – 2 Nos.	50 gms.	20.00
8	Caramel Custard	80 gms.	20.00
9	Shahi Tukra	100 gms.	17.00
	(5) - Even	ing Tea Snacks	
1	Vegetable Samosa – 2 Nos. With Chutney	100 gms.	18.00
2	Veg. Cutlet 2 Nos. With Chutney	100 gms.	20.00
3	Kachori 2 Nos. With Curd	100 gms.	22.00
4	Dahi Wada – 2Nos.	100 gms.	22.00
5	Potato Vada – 2Nos. With cutney	100 gms.	16.00
6	Dal Wada	100 gms.	20.00
7	Mix Bhajia with Chutney	100 gms.	20.00
8	Veg Frankie	1 No.	20.00
9	Chats	150 gms.	22.00
10	Sabudana Wada 2 Nos. With Chutney	100 gms.	20.00
11	Bread Pakoda	1 No.	10.00
12	Pasta - Cheese	120 gms.	22.00
13	Dhokla	100 gms.	15.00
14	Kathi Roll –Paneer	130 gms.	27.00
15	Kathi Roll – Chicken	150 gms.	35.00
16	Spaghetti with Cheese Balls	200 gms.	45.00
17	Spaghetti with Meat (mutton) Balls	200 gms.	45.00
18	Sweet Kachori	100 gms.	20.00
	PROGRA	MME ITEMS	
	(A) - Breakfast for Camps (C	OCSC/Olympiad/NIUS/Conferences)	
	Two variety of Indian Breakfast dishes		70.00
	Cut fruit of three variety		
	Two types of bread, Corn Flakes/Muesli		
	Toast Butter, Mixed Fruit Jam,		
	Tea, Coffee, Milk, Variety of Tea bags		
	Boiled Egg, Different types of omelets		
	(B) - Special Meal	I (Lunch/Dinner) Veg.	
	Tour construction		100.00
	Chapati 3 Nos. or Puri 6 Nos		150 gms.
	Rice		150 gms.
	Dal/Sambar/Amti/Kadi		150 gms.
	Dry Vegetable		120 gms.
	Papad		1 No.
	Soup		150 ml

Gravy Vegetable	120 gm
Salad	100 gm
Curd/Buttermilk	100 gm
Sweet	50 gms
(C) - Snacks Brea	k (Morning/Evening)
Tea, coffee, milk, variety of tea bags, sugar cu	bes, etc., 35.00
Cookies/ Biscuits	
(D)- Packed Lu	nch (Outstation events)
Paratha/Chapati 3 Nos., Pulav	170.0
Veg-dry (120 Gms), Veg-Gravy, Curd,	
Pickle, Salad, Papad, Fruits	
Juice(Tetra pack), Amul Musti Butter Milk	
Bottled Water (500 ml), Sweet etc.,	
	T C
	Tea Service
2 Types of Snacks, Sweet,	65.0
Cookies, Chips, Tea, Coffee, Milk,	
Tea Bags, Sugar cubes/Sachets	
(F) Special Meal II	- (Veg.) 200.0
Soups (1-No)	
Starters Veg (2-Variety)	
Fruit Juice/Soft drink	
Green Salad/Sprout Salad	
Dahi Raita/Curd & Butter Milk	
Paneer Gravy, Dry Vegetable (Indian style)	
Tossed Vegetables/Boiled Vegetables	
Dal Fry, Plain Rice, Pulav Rice/Biryani Rice Assorted Roti/ Paratha, Nan/Fulka, Puri	
Papad, Pickle, Chutney	
Cut fruits, Sweet, Ice-cream	
(G) Special Meal III -	(Veg.+ Non-Veg) 250.0
Starters (Kababs/ Tandoori Chicken/Fried fish	Chicken Tikka (1-Variety)
Boneless Chicken/Mutton Gravy(1-Variety) Chicken/ Mutton Biryanis	_
Chicken/ Wittion Bir yanis	L
(H) International I	vent Breakfast 150.0
Breakfast Menu	vent breakiast
Three variety of Indian Breakfast dishes – Idli	Medu Vada with Sambhar & Chutney.
Uttapam, Paratha, Masala Dosa, Poha, Upma,	·
Cut fruit of three variety	
Two types of bread, Corn Flakes/Muesli	
Toast Butter, Mixed Fruit Jam,	
Tea, Coffee, Milk, Variety of Tea bags	
Boiled Egg, Different types of omelets	
(I) International Event Special	Meal IV - ( Veg. + Non Veg.) 400.0
Soups (1-No)	
Starters Veg (2-Variety)	
Fruit Juice/Soft drink	

Dahi Raita/Curd & Butter Milk	
Paneer Gravy, Dry Vegetable (Indian style)	
Tossed Vegetables/Boiled Vegetables	
Dal Fry, Plain Rice, Pulav Rice/Biryani Rice/Noodles/Pasta	
Assorted Roti/ Paratha, Nan/Fulka, Puri	
Papad, Pickle, Chutney	
Cut fruits, Bottled Water	
Starters (Kababs/ Tandoori Chicken/Fried fish/Chicken Tikka (1-Variety)	
Boneless Chicken/Mutton Gravy(1-Variety)	
Chicken/ Mutton Biryanis	
Sweets, Hot Desserts & Cold Desserts	

- a Dessert costs extra as per availability sweets may include items cooked in-house viz. Gulab Jamun, Rasgulla, Halwa, Custard, Kheer/Payasam, Sheera etc.
- b Likewise, soups will include ones viz. cream of tomato, cream of vegetables, mushroom, sweet-corn soup, etc.
- c Rate for Tea/Snacks served in office rooms will be 10% extra on the normal charges (Rounded off to the next higher rupee point).
- d Rates for items to be served in parties offered by staff etc., will be governed on a case-to-case basis in discussion with the contractor by the respective person/Programme Coordinator.
- e Rates of food items i.e. soft drink, biscuits, cake, butter, ketchup, jam etc. will be at the MRP rate.
- f Rates for items scheduled other than above, will be as approved by the competent authority on the recommendations of the Canteen Committee.
- g In case there is huge hike in the cost of raw materials, on receipt of request in writing for increasing the rate of items, the canteen committee may discuss the issue with the contractor and may give its recommendation. Centre Director may consider the recommendations of the canteen committee based on the merit of the case.
- h Constituents of lunch / dinner (weekly menu to be decided by the canteen committee and to be displayed on the notice board). The content may be as under, which may change as suggested by Canteen Committee.
- i Food to be served by canteen workers as per the specified quantity.
- j Only Industrial gas cylinders to be used in the canteen. Use of domestic gas cylinders is not allowed in the HBCSE canteen.
- k Replacement in case of absence / leave to be provided by contractor immediately.
- 1 For branded items like tea, oil, milk, pickle, coffee powder etc. approval from Head Finance & Services has to be obtained before their use.
- m Any person taking individual items, rather than "meal" as described above, will be billed as per individual item rates.
- n The Centre reserves the right to modify the package in terms of addition or deletion to the existing package at any point of time on need basis during the valid contract period.

<u>IMPORTANT NOTE</u>: The Schedule rates mentioned on page No. 23 to 27 are set as upper bench mark rates. Hence, the Bidders/Service Provider/Contractor has to quote and submit their competitive rates accordingly. The final Price Bid will be assessed based on the competitive rates given by the bidders/service providers/contractors.

#### 4. SCHEDULE OF WAGES PAYABLE:

Details of monthly payment components to be paid to contract employees by the Contractor.

Sr. No.	Payment Components	(Unskilled worker) (Rs.) Bearer/Server/ Cleaner	Skilled worker) (Rs.) Cook	(Skilled worker) (Rs.) Supervisor cum Cashier
1	Rates of wages including VDA per day (A) * (Basic rates + Variable Dearness Allowance)	523+228=751.00	637+278=915.00	637+278=915.00
2	Bonus @ 8.33 % of 'A'	63.00		
3	Total	814.00	915.00	915.00
4	EPF @ 12% On 'A' (Restricted to Rs.1800/ PM) considering Monthly basic Rs.15000/-)	63.00	76.00	76.00
5	EDLI @ 0.5 % On 'A' (Max Basic Rs.15000/- per month)	3.00	3.00	3.00
6	Admin charges @ 0.5 % On 'A' (Max Basic Rs. 15000/- per month)	3.00	3.00	3.00
7	ESIC @3.25 % On 'A'	24.00	30.00	30.00
8	Grand Total	907.00	1,027.00	1,027.00
9	Monthly consider 26 days worker / Month	23,582.00	26,702.00	26,702.00
10	No. of Person to be deployed	6	2	1
11	Yearly (Monthly x No. of employee x 12 Months	16,97,904.00	6,40,848.00	3,20,424.00
12	GST @ 18 %	3,05,623.00	1,53,353.00	57,676.00
13	Total Amount	20,03,527.00	7,56,201.00	3,78,100.00
14	Uniform charges @ Rs. 2000/ 2 Sets / Year) ** including GST	12,000.00	4,000.00	2,000.00
15	Total Rs.	20,15,527.00	7,60,201.00	3,80,100.00
	Total monthly wages Rs.			31,55,828.00

### Note:

- 1. \* Subject to variation based on Govt. Notification from time to time.
- 2. \*\* An amount of Rs.2000/- per head per year for 2 sets of uniforms shall be reimbursed. Same can be claimed along with the bill for the second month by the Contractor against bill.
- 3. The Centre has right to reduce the number of manpower as per requirement.
- 4. Bonus is not payable If an employee's basic salary plus variable dearness allowance exceeds Rs. 21,000/- per month.
- 5. The ceiling for calculation of bonus has been increased to the extent that where the salary or wage of an employee exceeds (Rupees Seven Thousand or minimum wages for the scheduled employment, as fixed by the appropriate government, whichever is higher) per month.
- 6. The bonus shall be payable by the contractor to his contract employees once in a year before Diwali or when a contract employee is discontinued.

#### 5. GENERAL CONDITIONS

# 1) Requirement

HBCSE requires the Vendor / Service Provider to provide all kinds of catering services to the Officers'/official visitors at HBCSE. The required services include providing comprehensive maintenance & upkeep and all related works of Catering Services at HBCSE's premises. Catering for the meetings and Conferences hosted by HBCSE will also be done by the Vendor / Service Providers.

For this purpose, HBCSE will provide required space for kitchens, dining and crockery and kitchen equipment and furniture in the dining areas, HBCSE will also provide water and electricity.

The interested vendors are advised to inspect the site thoroughly to understand the nature of service required in this regard and satisfy themselves before submitting their bids. A vendor shall be deemed to have full knowledge of the site/nature of services to be provided, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

The relationship between Vendor / Service Provider and HBCSE shall be of vendor and vendee and the catering services (supply of food) shall be on sale and purchase basis.

The Vendor / Service Provider will have to cook in the kitchen attached to the dining areas in HBCSE's premises for serving food to the members.

The Vendor / Service Provider will source food ingredients, Labour etc., at their cost, prepare the prescribed type of food items and in quantities as approved by HBCSE, in HBCSE's specified space in its premises and serve the same in designated dining area / cabins/conference halls in a hygienic manner for which s/he will realise sale price from the respective purchasing officer at fixed prices as approved by HBCSE (exclusive of taxes). The Vendor/Service Provider shall not prepare or serve any other item without prior approval of HBCSE.

The Vendor / Service Provider shall ensure that the food shall be good, wholesome and of high quality and the ingredients like cooking oil, masalas and other spices etc., shall be branded (should have FPO registration and /or Agmark and / or ISI mark as approved by HBCSE). Moreover, before using the raw materials and other ingredients for cooking, the Vendor / Service Provider shall ensure their quality and wholesomeness. HBCSE through its authorized representatives shall have the authority to carry out tests and checks at their convenience of the raw materials, ingredients used for cooking, cooking arrangements and the finished eatables and will have absolute right to reject the cooked or raw items if they do not meet the required standard at its sole discretion and the same would be destroyed at the cost of the Vendor / Service Provider.

Vegetarian and non – vegetarian cooking shall be done separately.

It is the duty of the Vendor / Service Provider to provide accommodation to the staff employed by the Vendor / Service Provider. HBCSE would not entertain any claim either for accommodation at its premises or for reimbursement of expenses in this regard.

Menu: Illustrative menu is indicated in the annexure. Weekly menu will be submitted to Coordinator (Services) and the approved menu will be served in HBCSEs' identified dining areas. The vendor / Service Provider will serve snacks / tea / Lunch etc., at the rate and quantities approved by HBCSE. **The rates would remain constant and unchanged for the entire period of the contract.** The rates would be exclusive of taxes. Office staff who will be taking breakfast / snacks/ lunch will directly make the payment to the vendor.

Over and above the menu fixed in the Annexure, the successful Vendor / Service Provider will also be permitted to serve special items as snacks / lunch / Juices / Ice creams etc., on sale basis.

The Vendor / Service Provider should have a server for serving tea and attending to the various departmental catering requirements.

HBCSE regularly holds various meetings / conferences / seminars etc. in its office premises. In some occasions, the attendees are State /national /international level dignitaries of high stature. The quality of special lunch / dinner on these occasions/ high level meetings will not be compromised. The rates quoted for such menus will be fixed.

The Vendor / Service Provider will be responsible for removal of the garbage and keep the assigned premises clean. The Contractor shall dispose-off all the empty containers, tins, plastic bags, boxes, crates, vegetable & food wastage, after segregating it (dry / paper & plastic / wet), in different containers / bins identified for such purpose, on regular basis. The Contractor should not allow accumulating such items in the Kitchen under any circumstances.

The Vendor / Service Provider must have necessary license to engage Labour under the Labour Laws and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable. They have to produce, on demand the relevant documents. The Vendor / Service Provider shall observe and comply with all Government Laws and Labour legislations concerning employment of staff like ESI Act, PF Act, Payment of Gratuity Act 1972, Payment of Bonus Act 1965, Payment of Wages Act., 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Factories Act, Maharashtra Shop and Establishment Act., etc., and shall duly and promptly pay all sums of money to such staff as may be required to be paid under such laws. The Vendor / Service Provider must ensure that his staff are paid their salary and allowance, if any, latest by 5th of the following month. HBCSE will not be responsible for violation of any law which is required to be observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.

The Vendor / Service Provider shall give advance intimation to the Co-ordinator (Services) indicating the time, date and venue about payment of wages. The Co-ordinator (Services) or authorized representative will witness the payment of wages and shall record the following certification in the wage register. "Certified that salary for the month of has been distributed on to the canteen Vendor / Service Providers' workers by the Vendor / Service Provider in accordance with the wages specified in Minimum Wages Act".

The Vendor / Service Provider shall be liable to pay P.F. Contribution, leave, salary etc., and shall be liable to observe statutory working hours.

Proper records shall be maintained by the Vendor / Service Provider with respect to the above Acts, and such other Acts as may be applicable to the Vendor / Service Provider's working and his staff which would be subject to check from time to time, by the Co-ordinator (Services).

The Vendor / Service Provider will have to abide by all Labour Laws and Regulations laid

down by the Central / State Government from time to time. All expenses in this regard will be the liability of the Vendor / Service Provider. The Vendor / Service Provider should have Income Tax/GSTN Number. At the time of submitting the tender, the applicant should enclose notarized copies of the Contract Labour License, the income tax return / GSTN return / PF registration.

The Officials and staff of HBCSE are required to work at times on weekends and Public Holidays. The Vendor / Service Provider will have to provide catering services to these Officials/Staff members.

# 2) Infrastructure and facilities to be provided by HBCSE

Kitchen along with cooking utensils and all necessary kitchen equipment. Dining area with the necessary infrastructure. Electricity connections/points for Electrical Equipment/Infrastructure, Fridge, Ovens, Gas Stove, Electric Heater, Water Purifier, etc.

# Crockery/Cutlery/ Glassware

The crockery / glassware, etc. for dining areas will be provided by HBCSE. Breakage beyond permitted level at 10 % per annum would be recoverable from the Vendor / Service Provider, on quarterly basis. At the commencement of the tender the HBCSE will provide the Vendor / Service Provider with sufficient quantity of cutlery, it would be responsibility of the Vendor / Service Provider to maintain this adequate stock till the completion of the tender. Crockery & Glassware will be provided by HBCSE.

The Vendor / Service Provider will have to submit a quarterly statement to HBCSE indicating the position of the various items handed over to them, to ensure sufficient amount of crockery/cutlery / glassware are in circulation for efficient service.

It shall be the duty of the Vendor / Service Provider to properly handle the various gadgets and utensils etc, provided by HBCSE. The Vendor / Service Provider shall keep a proper inventory of the items placed at his disposal by HBCSE and the same shall be verified by the Vendor / Service Provider along with the representatives of HBCSE. The decision of HBCSE will be final in this regard.

HBCSE shall ordinarily take care of the routine and normal wear and tear maintenance of the Lounge equipment. However, in case of any willful damage or damage caused out of negligence to the repairs and / replacement, HBCSE shall also adjust performance security deposits against such damages.

When material supplied by HBCSE becomes unserviceable and if these are to be replaced by HBCSE, the same would be replaced against the return of the unserviceable materials by the Vendor / Service Provider. Otherwise, the cost of such materials shall be recovered from Vendor/ Service Provider.

### 3) Kitchen - Cleanliness & Hygiene

The Vendor / Service Provider shall ensure that the food is cooked in the prescribed kitchens. Highest standard of hygiene is to be maintained. The cleanliness and maintenance of the utensils used for cooking is to be strictly ensured besides proper maintenance of fridge, water cooler etc. The Vendor / Service Provider will have to bear the cost of cleaning materials. The Vendor / Service Provider is to ensure use of quality cleaning materials.

The vendor shall take full responsibility of cleaning and upkeep of entire lounge and dining area.

### 4) Catering Staff

The kitchen as well as the service staff shall be employed / engaged by the Vendor / Service Provider and HBCSE shall not in any way be responsible for their terms of employment.

The Vendor / Service Provider shall maintain a register showing names and addresses of persons engaged along with photographs and KYC documents of each person and shall produce the same for inspection on demand by Co-ordinator (Services) or such other persons so authorized by HBCSE.

The Vendor / Service Provider shall arrange the identity cards bearing photographs of canteen employees for gate entry. All the personnel engaged by the Vendor / Service Provider entering HBCSE's premises shall be identified by badges which may be worn by them at all times while in HBCSE premises. The identity cards shall have to be exhibited prominently by Lounge Staff while they are present in the HBCSE. The Lounge staff also be liable for search on entry/ exit. The Vendor / Service Provider will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence will ensure that its employees do not remain in the premises beyond their normal working hours unless otherwise authorized. Any unauthorized presence in the premises beyond normal working hours will not be acceptable and Vendor / Service Provider upon receipt of complaint will have to immediately withdraw such employees from working in HBCSE's premises.

- 4.1 One supervisor along with service staff should be present in the dining areas during the service hours on working days and as per requirement of HBCSE on weekends/ public holidays and also as and when required by HBCSE due to administrative exigencies.
- 4.2 The Vendor / Service Provider has to carry out annual medical examination at their cost of its Staff Members engaged in the catering work in HBCSE. The Vendor / Service Provider shall ensure that the staff members deployed at HBCSE are free from all communicable, contagious infections and other diseases. In the event of any employee of Vendor / Service Provider being found medically unfit, the Vendor / Service Provider shall arrange to replace him. HBCSE may require the Vendor / Service Provider to submit a medical certificate for any of his/her staff members deployed at HBCSE. The Vendor / Service Provider at commencement of his/her tenure at HBCSE has to provide for the medical certificate of the employees within a month and for new staff member joining the workforce has to produce similar certificate within 15 days of joining.
- 4.3 The Vendor/Service Provider will have to provide HBCSE with a list of employees engaged in the Lounge and also their emoluments for the purpose of verification.
- 4.4 The Vendor / Service Provider shall not engage minors for catering service.
- 4.5 All the personnel engaged by the Vendor / Service Provider shall wholly and purely be in the employment of the Vendor / Service Provider and no claim of individual/collective nature on HBCSE's employment by any of the employees or claim of any nature on HBCSE shall be tenable. The Vendor / Service Provider shall at all times keep HBCSE fully and effectively indemnified against all actions, suits, proceedings, losses, cost, damages, charges, claims and demand in anyway arising out of or during the course of anything done or committed/omitted to be done by the Vendor / Service Provider including the demand which the Vendor / Service Provider's employees individually/through the Unions may have raised against HBCSE arising out of this tender or as a result of the termination thereof or earlier determination of the contract.

- 4.6 The Vendor / Service Provider will ensure compliance of labour laws or any other law applicable / rules including minimum wages / PF etc., for extension of catering service to HBCSE. HBCSE will not be responsible for violation of any law which is required to be observed by the Vendor / Service Provider. The Vendor / Service Provider will be solely responsible for violation of any laws.
- 4.7 The staff shall be properly dressed in neat and tidy uniform with proper head gear and hand gloves. They shall be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade. The Manager with decision taking capability along with adequate service staff should be present in the dining areas during the service hours on working days as also on weekends / public holidays if services are required during such days.

# 2) Quality Assurance

The Vendor / Service Provider will ensure supply of quality items of food / sweets etc. In case of unsatisfactory/unhygienic quality of food item(s) or lapses in service or any breakage, / shortage, deductions will be made as penalty which will be solely decided by HBCSE.

The Vendor / Service Provider shall purchase and keep the raw materials stocks of minimum 2 months required for the preparation of various items, including the controlled items of good quality at his own cost. The Vendor / Service Provider shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licenses from the competent authority, where applicable. HBCSE at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the Vendor / Service Provider. In case of unsatisfactory / unhygienic quality of food items or lapses in service or any breakage / shortage, deductions will be made as penalty which will be solely decided by HBCSE. The amount of penalty would be decided by HBCSE on each occasion and will be final, conclusive and binding. The kitchen will be under the constant supervision of HBCSE any lapse will be taken seriously. Good quality branded raw material is to be used for the preparation of food.

# 3) Payments

Payment for the purchase of meals / snacks and beverages consumed by the members in the designated dining areas on a day-to-day basis will be done by the individual.

The Vendor should provide POS machine for day-to-day transaction.

The digital mode of payment should be available.

# 4) Upkeep and Maintenance of pantry / dining areas

- 1) The Vendor / Service Provider has to ensure that every day before and after operations, the Pantry / dining halls / chafing dishes and all the crockery and cutlery are cleaned and kept in Order before closing for the day.
- 2) The Vendor / Service Provider has to ensure proper disposal of waste and take care to see that the outlets / ducts provided in the kitchen are not blocked / damaged etc.

# 5) No sub-letting of Contract

The Vendor / Service Provider shall not sub-let the contract. If it is violated, HBCSE reserves the right to terminate the contract without any notice.

In case of dispute regarding the quality of food / other eatables / unsatisfactory service etc., the final authority will rest with the Co-ordinator (Services).

6) The contract shall not be construed to have given employment to the Vendor / Service Provider in HBCSE nor any right to the Vendor / Service Provider on HBCSE's property. On completion of the contract or whenever HBCSE decides the Vendor / Service Provider and his staff will immediately vacate the premises and handover all the dead stock items that were given by HBCSE. The Vendor / Service Provider is only allowed to use HBCSE's premises as a

licensee for the limited purposes of preparing and serving of food stuff to the members of HBCSE.

- 7) Any other incidental services required by HBCSE and not covered in the terms and conditions will be negotiated separately each time.
- 8) The Centre shall not be liable for any damages, compensation or loss in respect of or in Consequence of any accidents or injury to the workers or other persons in the Contractor's employment. If any statutory authority imposes any penalty on any such account on the Centre, the contractor shall immediately reimburse to the Centre all such expenditure along with any overheads. Without prejudice to any other mode of recovery, the Centre shall be free to recover such payments from the contractor's monthly bills / Performance Guarantee.
- 9) The Contractor will pay canteen license fee as applicable to Eating Housing Grade –III to Municipal corporation of Grater Mumbai and submit copy of the same to HBCSE.
- 10) The Centre shall provide empty Gas Cylinders of HP (Industrial Type). The Centre will not pay any charges for gas refilling and for transporting the Cylinders to and fro from HBCSE.
- 11) The Institute reserves the right to cancel the contract at any time by giving **one month's** written notice. Similarly, if the Contractor wishes to withdraw his services, he may do so by giving two months' notice in writing. Extension of the contract may be considered with mutual agreement depending on the need of the Institute and based on the past performance of the contractor.
- 12) The Contractor, if applicable, shall comply with all the provisions of Shop and Establishment Act and submit a copy of valid Shop Act License, issued by the competent authority, specifically for providing Canteen Services within 30 days from the date of award of the contract.

# 13) Penalty Clause:

a) In case the Service Provider fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the Centre reserves the right to impose the penalty and the same shall be recoverable from the Service Provider.

Offences	Penalties (In Rupees)
Personnel not found displaying photo ID	100/- per instance.
Personnel not in proper uniform	500/- per instance.
Indulging in smoking/drinking/sleeping or	1000/- with removal of the offender
any other misconduct during duty hours	
Refusal to perform duties, loitering, any	1000/- with removal of the offender
instance of misbehavior or indiscipline etc.	
Unauthorized replacement of any personnel	1000/- per instance per personnel
Serving of Food less than prescribed quantity	1000/- per instance
Use of low grade raw materials /	5000/- per instance
consumables	
Delay in food service	100/- per instance
Non-adherence to approved price-list	1000/- per instance
Non adherence to day-wise menu	1000/- per instance
Poor service due to out of order /deploying	1000/- per day
lesser no. of equipment's appliances	
Absenteeism / Under deployed	1000/- per instance

Complaints are not registered or not	500/- per instance
redressed	
For any other breach, violation or	1000/- shall be imposed per day
contravention of any terms and conditions	
In case of services remaining consistently	10,000/-
unsatisfactory for a period of more than 2	
weeks from the date on which written	
communication with respect for redressal of	
any complaint / suggestion was made by the	
Authorized Person / any other user visitors to	
the service provider	

- b) Illustrative instances of unsatisfactory performances may be as under:
  - i) Food if not served "Fresh" as agreed,
  - ii) Food is stale or smells or used from previous meals,
  - iii) Any insect/foreign body /worms found in food stuff,
  - iv) Delay of 20 minutes or more in serving from the laid out timings,
  - v) Any deposit of fungus, worms, etc, found in food grain, storage area, cooking area,
  - vi) Found using Soda, Artificial Color, and Flavor and MSG (except in permitted recipes),
  - vii) Frequent instances of non-availability of food to staff members of the department,
  - viii) Misbehavior from service provider side with staff members of the HBCSE/TIFR.
- c) In case of default in furnishing of police verification and medical /health verification Certificate for personnel engaged by the service provider, within the stipulated period, the service provider shall be liable to fine/ penalty of Rs. 1,000/- for each day of default in compliance. Further, in case of default beyond 60 days, the contract is liable to be cancelled and the performance guarantee shall be forfeited.
- d) In case of recurrent default in satisfactory performance of specified services, supply/use of substandard materials/consumables etc., not conforming to the contract agreement and refusal to perform duties, the contract shall be terminated after giving one month's notice to the service provider. Also, under such circumstances, performance guarantee shall be forfeited. Maximum of 4 instances of any of the defaults mentioned above in one month and 10 instances of such defaults in a year shall be treated as recurrent defaults.
- e) The penalty provisions apply to all the work covered in under the contract. The decision of the Centre Director, HBCSE/TIFR in this regard shall be final and binding.
- f) The contractor shall be responsible for executing the work order in a peaceful manner and make payment to workers as specified in the work order. The Contractor shall not misuse the payment components payable to his workers, for his own purpose. The contractor will pay his workers through Bank transfer / Cheque. Any discrepancy, if found or observed, appropriate penalty by appropriate authority, will be imposed on the contractor and amount, if any, will be recovered from the Contractors bill or Performance Security Deposit.
- 14) Settlement of Dispute: For any dispute arising out of the contract, it should be the intention of both the parties to settle the matter amicably without referring it to the Court of Law. In case of any untoward incident or for any other disputes, a joint enquiry under the orders of Centre Director will be held and a decision will be arrived at, after mutual consultation between the parties. The decision of the Centre Director, HBCSE will be final and binding. If any loss or damage is caused to the property of HBCSE-TIFR due to negligence on the part

of Contractors workers, HBCSE reserves the right to impose appropriate penalty for such loss or damage on the contractor, after the decision of Centre Director.

- **15**) **Jurisdiction of Court :** Only the competent Courts of Law in Mumbai will have the jurisdiction in respect of any dispute, concerning this contract, over the arbitration proceedings, etc.
- 16) Safety & Security: The Contractor shall be fully responsible for the safety and security of his deployed manpower, which include any injury, accident, death of his manpower and he shall exercise all possible precautions to deal with any such loss or damage. The Contractor shall also promptly report, in writing, to the Centre, all cases of accidents and damages. However, irrespective of the cause and place of mishap/ accident/ injury during the execution of the work, the Contractor shall make immediate and adequate arrangements to render all possible aid to the victim(s).

#### 17) Manpower:

- 1. The Contractor shall provide a Canteen Supervisor cum Cashier 01, Cook 02, Workers 06 (04 Bearers/Servers & 02 Cleaners) for carrying out the works related to Canteen Services at HBCSE-TIFR under this Contract.
  - 1.1 The minimum qualification, skill and experience of the above staff will be as under:

#### A. Supervisor cum Cashier:

Qualification: Minimum HSC Pass with fluency in spoken English, Marathi and Hindi

### **Job Description:**

- a. Should have worked for at least Three years in reputed catering service/canteen.
- b. Should act as Supervisor of the kitchens.
- c. Should manage the cash counter, be efficient in computer handling (the cafeteria has both cash and cashless transaction e wallet, swipe machines, paytm)
- d. Generate the canteen reports.
- e. Maintaining cash and store ledger of the canteen.
- f. Preparation of monthly menu and Programme menus.
- g. Any other job assigned by Services Department.

#### B. Cook:

## Qualification: Minimum SSC/Diploma in Cooking/Catering

### **Skills:**

- a. Should have worked for at least 5 years in a reputed hotel or large catering establishment.
- b. One cook should be specialized in South Indian and one cook in North Indian dishes, both vegetarian and non-vegetarian.
- c. Should be experienced in preparing Chinese dishes and variety of Indian sweets
- d. Should have knowledge of operating various kitchen equipment and maintaining hygiene standards.
- e. Should be willing to work in shifts both straight and break shifts.
- f. Any other job assigned by the Canteen Supervisor.

**Job Description:** Should be able to take charge of the kitchen as a Head Cook and direct other Cooks in preparation of the menu desired.

- a. Should be able to maintain hygiene, cleanliness and safety requirements.
- b. Should be able to indent sufficient quantity of provision and other material for preparing the day's menu and collect it from the store keeper.
- c. Should be able to guide the assistant cook and other kitchen staff in using the various kitchen equipment, which are available in the kitchen.
- d. Should be responsible for the safe custody of raw items and prepared food items during his duty timings.
- e. Any other job assigned by the Canteen Supervisor.

#### C. Bearer/Server:

## Qualification: Minimum 8th Passed

#### Skills:

- a. Should have worked for at least 3 years in large kitchens and catering establishment.
- b. Should be able to take full charge of Dining Hall activities.
- c. Any other job assigned by the Canteen Supervisor.

### **Job Description:**

- a. Should fill the serving counter with freshly prepared food, from the kitchen.
- b. Should help in preparing fruit salads, fruit juice, buttermilk, bread roast, as required.
- c. Should do any other duties assigned to them from time to time in dining hall.
- d. Should carry out serving of food at Lunch meetings and High tea during programs and seminars
- e. Any other job assigned by the Canteen Supervisor.

#### D. Cleaner

## Qualification: Minimum 8th Passed.

- a. Should clear the trolley for washing purposes and bring back the trolley after cleaning to the dining hall. Should wash all types of utensils. Should clean the kitchen after preparing the food, free from oil, soot etc., with water and soap solution.
- b. Should wash with soap solution, hot water, all Plates, Spoons, Water Glass etc., after every meal.
- c. Should clean the exhaust system filters, burner stoves, Dosa Thava, Atta kneader, wet grinder and other kitchen equipment after use.
- d. Should clean the Dining Hall, Kitchen and surrounding area.
- e. Should perform any other duties assigned to them from time to time.
- f. Should keep the dining hall very clean and tidy at all times.
- g. Should use perfume disinfectant while swabbing the dining hall after thorough washing.
- h. Should do any other assigned duties form time to time.

The Service personnel being engaged by the Agency should be polite, smart and physically and mentally sound. All the personnel being engaged by the Agency should wear formal uniform. They should be provide with hand gloves and head caps while serving the food.

2. The number of manpower mentioned in the above table at Part 5. Schedule of Wages will be paid by the Service Provider/Contractor and also has to deploy additional resources including manpower during camps, meetings and other programmes when

there is minimum order of 50 meals (rates of Special Meal from A to I) and above for a day. In these occasions the Contractor has to deploy extra manpower of minimum of 4 numbers and make the payment including material and other charges.

- 3. The Contractor shall provide well-trained, well qualified, experienced and disciplined manpower; and while on duty, all of them will be dressed in neatly maintained uniform approved by the Centre. The Contractor shall be responsible to provide replacement manpower to offset absence for any reason. The contract workers will be wearing Head Gear, Apron, and Gloves while serving the food at the canteen.
- 4. The workers detailed by the Contractor at the premises of HBCSE-TIFR, for all purposes shall be the employees of the Contractor and shall be under his exclusive control and supervision. They shall, accordingly be dealt with and subject to the following conditions. The staff of the contractor should ensure that they do not smoke, chew tobacco, guthkha, and consume liquor inside the Campus.
  - 4.1 The Contractor shall be responsible for selecting the workers and detailing them to carry out the Canteen work. In case, HBCSE-TIFR specifically object to the posting of a particular person for performing duties at its premises, the contractor shall make immediate arrangement to replace such persons within 24 hours of being intimated.
  - 4.2 The Contractor shall comply with all the lawful directions and instructions concerning Canteen services, which will be given by the authorized representative of HBCSE from time to time.
  - 4.3 In case of replacement of any of the workers, the Contractor shall be responsible for giving necessary training/instructions to the new worker to enable him to work efficiently.
  - 4.4 The Contractor or his Supervisor shall be available in the premises of HBCSE during the working hours to meet the authorized official for taking necessary instructions and to supervise the contract workers under him.
  - 4.5 The Contractor shall ensure regular and punctual attendance of his workers in the format provided by HBCSE administration and further ensure that his workers perform their duties efficiently, diligently and to the full satisfaction of the Centre. The Contractor shall not employ any person who has not attained the age of 18 and not above 60.
  - 4.6 Misbehavior by any of the Contractor's workers staff in the Institute's premises, while on duty during the working hours or while off duty outside the working hours will be viewed seriously. If the incident involves loss to the institute, due to theft or attempted theft, penal deduction is liable to be imposed on the Contractor, as deemed necessary to make good the loss, by the Centre Director on the recommendation of Co-ordinator (Services).
  - 4.7 The Contractor shall provide standard uniforms including Head Gear, Apron, and Gloves to all his workers and ensure that all his workers wear clean and well-maintained uniform with logo/badges of the contractor.

#### 6. PAYMENT TERMS & PROCEDURE:

#### PAYMENT OF WAGES TO WORKERS DEPLOYED BY THE CONTRACTOR

1. Monthly salary or any other disbursement to workers under the contract shall be made by cheque in the premises of the Centre only and in the presence of an authorized representative of the Centre. In case the payment is made 'online', account statement of every worker

- showing credit of monthly salary to their account must be presented to the Co-ordinator (Services) at HBCSE, Mumbai.
- 2. Leave Salary: The leave salary shall be claimed by the contractor as and when paid by contractor to its employees and the same will be reimbursed by the Centre on submission of proof for having paid.
  - Leave salary is payable only if substitute is appointed in place of contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.
  - It is mandatory that the contractor should maintain minimum 90% and maximum 100% attendance/shift every day.
- 3. An amount of **Rs. 2,000/-** per head per year for 2 sets of uniforms shall be reimbursed. Same can be claimed along with the bill for the second month by the Contractor against a bill.
- 4. The Contractor shall furnish a duly signed Indemnity Bond on a stamp paper of **Rs. 500/-** as per format enclosed as **Form I**, after the award of contract.
- 5. The Centre also reserves the right to terminate this contract in such events with immediate effect without notice and enter into another contract at the risk and cost of the defaulting Contractor for the balance period. No compensation (if any) will be paid to contractor in the event of such termination of the contract.
- 6. The Centre reserves the right to use the **Performance Guarantee** given by the Contractor for making payments to his workers, in cases where the contractor fails to make the payment as per the above clauses and in accordance with Contract Labour (Regulation & Abolition) Act 1970, and for settling other dues payable to the Centre or to his employees, if any.
- 7. In case of controversies or disputes arising due to negligence or failure on the part of the Contractor to keep proper and updated documentation/license etc., the contractor shall be entirely responsible for the same and settle/resolve all such matters with his own effort and cost.
- 8. To enable the Centre to process monthly bill(s), it is essential that the Contractor encloses the Certificate of Compliance confirming that the contractor is complying with all the Labour and statutory regulations requirements and self-attested copies of PF and ESI Challan/receipt showing that the contractor has deposited the previous month's contributions, which includes shares of both the employer and employee to respective authorities. Original Challans of PF, ESI deposits, etc. should be produced for verification at the time of submission of the monthly bills.

Contractor should provide hand-gloves. Chef's cap and aprons to canteen staff from the hygiene point of view.

# Standard Forms (To be enclosed by bidders with Part – I, Techno-commercial bid)

	Table of Contents	
Sl. No.	Contents	Page
		No.
1	Company Profile – <b>Form A</b>	44
2	Eligibility Criteria – <b>Form B</b>	45
3	Schedule of Experience - Form C	46
4	Technical Evaluation Criteria with Marks - Form D	47- 48
5	Bid Form - Form E	49
6	Details of <b>GST</b> - <b>Form F</b>	50
7	Bid Security Declaration Form G	51
8	Format of Amalgamation/Acquisition - Form H	52
9	Format of Indemnity Bond* – <b>Form I</b>	53
10	Format of CA certificate / Financial Strength – Form J	54
11	Format of Solvency Certificate - Form K	55
12	Format of Bank Guarantee for <b>Performance Guarantee</b> * – <b>Form L</b>	56-57
13	Certificate of Site Visit – <b>Form M</b>	58
14	Undertaking for Acceptance of terms and conditions – Form N	59
15	Financial Bid – Form O	60
	(Please submit online on GeM Portal)	

<sup>\* &</sup>lt;u>To be used by vendor on whom order will be placed.</u>

# **COMPANY PROFILE**

(To be filled in by the Bidder)

Sl.No.	Question	Response
1.1	Company Name	
1.2	Type of firm Proprietary / Partnership / Pvt. Ltd. / Ltd. /	
1.2	Single Person Company / LLP Date of Incorporation / Establishment	
1.3	Company Head Office address	
1.4	Company Head Office address	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.5	Address of Mumbai office	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.6	Number of Employees (Organization structure)	
1.7	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims/complaints received in the last three years.	
1.8	Name of Designation of the Officer of the Contractor/ Bidder to whom all the reference shall be made for expeditious technical co-ordination	
1.9	Whether Contractor is familiar with and has experience in the type of work specified	
1.10	Indicate the number of similar jobs in hand, giving a brief description of scope of work and personnel employed	
1.11	GST Registration and Date	
1.12	Permanent Account No. (PAN)	
1.13	Details bank solvency certificates issued by bidder's bankers.	
1.13.1	Name of Bank	
1.13.2	Branch	
1.13.3	Amount of Solvency	
1.13.4	Date of Issue	

Signature of the Bidder Name & Designation Company Seal

Date:

#### **Mandatory Documents**

- 1. Company Profile and Organization Structure.
- 2. The bidders should attend the Pre-bid meeting.
- 3. Solvency Certificate for Rs.36.62 Lakhs issued by the Bank valid within one year.
- 4. Copy of Valid Establishment Registration Certificate of the Firm.
- 5. Copy of PAN.
- 6. Copy of Valid Labour License issued by the Labour Commissioner (Central / State) for existing similar type of works (minimum 3).
- 7. Copy of valid ESI and PF Registration done at Bangalore Region.
- 8. EMO /Valid NSIC or MSME Certificate.
- 9. Provided CAR Policy, All Risk Policy, Employees Liability Insurance etc., in any of your contracts.
- 10. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents)

# FORM -C

# **Details of works in hand**

(Work of similar nature related to Catering Services)

Sl. No.	Duration of Contract	Nature of Services being rendered	Name, full address and phone no. of the office / Institution under whom the work was carried out	Contract Amount (Rs.)

Signature and seal of the Bidder:

# TECHNICAL EVALUATION CRITERIA WITH MARKS

## **Technical Evaluation shall comprise of**

SI No.	Technical Requirement	Max Marks
Ι	The bidders are required to visit HBCSE site before submitting their response.	15
2	3 years' experience in providing similar type work (on site cooking & serving) of Catering Services in a reputed Organization and list of Work on hand, minimum 3 (pl. enclose documentary evidence)	20
3	Copy of the Work Order for similar nature of work worth Rs. 75 Lakhs p.a or more in an establishment or 2 Orders worth Rs. 55 Lakhs each or more or three contracts of Rs. 35 Lakhs or more per annum in one or two different establishments during the last two separate financial years (2021 - 2022 and 2022-2023).	30
4	Performance Certificate from the existing three (3) clients for similar work (issued December 2023 onwards).	20
5	Audited Financial Statement of last 3 years (Balance sheet & Profit & Loss A/C)	15
	TOTAL  Pl. submit documentary evidence, failing which marks will not be allotted.	100

The proposals shall be evaluated in two stages: (1) Technical and (2) Price/ Financial.

A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% and above shall be considered for Financial Evaluation.

Thereafter, Financial proposal shall be evaluated.

The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work.

When there is a situation of more than one Commercial Lowest Bidder at the same rate, then the highest scorer in technical bid shall be considered to award the contract.

## FORM -E

# Page 1 of 1

## **BID FORM**

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Subm	ission]
Tender No.: [insert number from Tender Notice]	
To: [insert complete name of Owner]	
We, the undersigned, declare that: (a) We have read & understand the bidding docum	nent and have no reservations,
•	ith the Bidding Documents and in accordance with of Requirements the following Goods and Related and Related Services];
· · ·	s, from the date of opening techno commercial bid may be accepted at any time before the expiration
(d) If our bid is accepted, we agree to submit <b>Per</b> document;	formance Guarantee as per mentioned the tender
•	your written acceptance thereof included in your grontract between us, until a formal contract is
(f) We have seen the site and have understood the	site conditions.
(g) We understand that you are not bound to acc you may receive.	ept the lowest evaluated bid or any other bid that
Signed: [insert signature of person whose name a legal capacity of person signing the Bid Submission of the Bi	and capacity are shown] In the capacity of [insertion Form]
h) Name: [insert complete name of person signing the bid for and on behalf of: [insert complete name]	- •
i) Dated on day of	linsert date of signing!

## FORM -F

# Page 1 of 1

# **DETAILS OF GST AND OTHERS**

(PLEASE PROVIDE FULL INFORMATION WITHOUT WHICH YOUR BID MAY BE LIABLE FOR REJECTION. THIS MUST BE SUBMITTED WITH TECHNICAL BID)

(a)	GST payable	extra %	
(b)	Your GST Tax Registration No. :		
(c)	Bid Valid Till		
(d)	Payment terms : Specified in our tender acceptable	Yes / No	
(e)	Whether you will submit Performance Guarantee, if order is placed as per of		
(f)	Your PAN No. :		
(g)	Whether you will submit Indemnity	bond if order placed : Yes /	No
Con	npany Seal	Signature of the Bidder:	
		Name :	
		Designation :	
		Date :	

#### FORM-G

## Page 1 of 1

# **Bid Security Declaration**(To be submitted on Company's letter head)

I/we have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract, if any.

We, the undersigned, declare that:

- I / We understand that, as per terms and conditions of tender, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.
- I / We hereby accept that I / We may be disqualified from bidding for any contract with you for a period of (03) Three years from the date of disqualification as may be notified by you if,
- I. I am /We are in a breach of any of the obligations under the bid conditions, or
- II. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- III. On acceptance of our bid by HBCSE, I/we failed to deposit the prescribed Performance Bank Guarantee or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

			Signature of bidder with Seal &Date
Name & design	nation of the authoriz	zed person signing the B	id-Securing Declaration Form:
Duly authorize	d to sign the bid f	for and on behalf of: _	
(complete name	e of Bidder firm)		
Dated on	day of	month	vear

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

# FORM -H

# Page 1 of 1

# FORMAT OF DECLARATION REGARDING AMALGAMATION / ACQUISITION

No	Date:
1) Amalgamation/Acquisition	
business to any other firm during this Buyer/Successor of the Principal Compan any deviations. For this purpose M/sproposed Buyer/Successor of the Principal Bhabha Centre for Science Education, TI terms of HBCSE Tender and bids of M/sand Homi Bhabha Centre for Science	contract period, M/s and proposed by are liable to execute, fulfil contractual obligations without company shall indemnify itself to the Centre Director, Homistra, Mumbai to fulfil the contractual obligations as per the contractual obligations. Dated company shall indemnify itself to the Centre Director, Homistra, Mumbai to fulfil the contractual obligations as per the contractual obligati
Company Seal & Phone No.:	Name & Signature of Bidder:
	Designation :
	Date :

# FORM -I

<u>Page 1 of 1</u>

# **Format of Indemnity Bond**

(To be exe	ecuted on <b>Rs. 500/=</b> Non-Judicial Stamp Paper by the successful bidder before commencement
Work Ord	of work at site) er No Dt
Purav Mashall unle	eration of Homi Bhabha Centre for Science Education, TIFR, Mumbai having office at V. N. rg, Mankhurd, Mumbai 400088, hereinafter referred to as "The Institute", which expression ss it be repugnant to the context or meaning thereof, include its successors and assignors warded to M/s having registered office at, a firm carrying in such name and style the business of
	(hereinafter referred to as "The Contractor " which
proprietor assignees,	n shall unless it be repugnant to the context or meaning; thereof, include its partner(s) / (s) for the time being or its surviving partner(s) or its heirs and executors, administrators and its successors and assignors) the contract for and ence with the terms and conditions of the said contract.
in compile	ance with the terms and conditions of the said confract.
	being the contractor shall save harmless and indemnify the
Institute in	respect of:
a.	Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
b.	Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
c.	Any award of compensation or damages upon any claim as above.
d.	Any claim against the Institute by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
e.	Any claim which may be made upon the Institute whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/or their family member(s) or of his sub-contractor(s).
f.	Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.
Date:	For and on behalf of M/s
S E A L	Dry and habalf of UDCCE. TIED
Accepted	By for and behalf of HBCSE -TIFR

# FORM -J

# Page 1 of 1

# **CA Certificate**

(ON CA's Letter Head)

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last Three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial Year	Turnover	Net Profit	Net Loss
2020-21			
2021-22			
2022-23			

For		
Chartered Accountants		
Name & Signature	:	
Company Seal & Phone No.	:	
Date		

## **SOLVENCY CERTIFICATE**

# FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s
(Signature) For the Bank

#### NOTE:

- 1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank
- 3. Latest Solvency Certificate required, which has issued on or after 01.04.2023 for a minimum amount of 40% of the estimated cost from their bank.

#### FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(to be executed on appropriate value of stamp paper) (To be used by Successful bidder after placement of order)

To, The Centre Director Homi Bhabha Centre for Science Education Tata Institute of Fundamental Research V. N. Purav Road, Mankhurd Mumbai 400 088.

In consideration of Homi Bhabha Centre for Science Education. Tata Institute of Fundamental Research, V.N. Purav Road, Mankhurd, Mumbai 400 088  (hereinafter called "Centre") having agreed under the terms and conditions of Contract No.  Dated made between them and hereinafter called: The said Contractor(s)") for having agreed to provide an irrevocable bank Guarantee for Rs. (Rupees only), as a Security / Guarantee from the Contractor(s) for compliance of obligations in accordance with the terms and conditions in the said contract, we (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Centre an amount not exceeding Rs. (Rupees only) on demand by the Centre.
2. We
3. We, the said bank, further undertake to pay to the centre 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 (indicate the name of Bank) further agree that the guarantee

FORM -L

fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Centre under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till Engineer on behalf of the Centre certifies that the terms and conditions of the said contract have been

5. We	(indicate the name of Bank) further agree that the Centre
hereunder to vary any the said Contractor fr exercisable by the C conditions relating to such variation, or ex omission on the part	t liberty without our consent and without affecting in any manner our obligations of the terms and conditions of the said Centre or to extend time of performance by from time to time or to postpone for any time or from time to time any of the powers tentre against the said Contractor and to forbear or enforce any of the terms and to the said Contract and we shall not be relieved from our liability by reason of any extension being granted to the said Contractor(s) or for any forbearance, act of the Centre or any indulgence by the Centre to the said Contractor or by any such soever which under the law relating to sureties would, but for this provision, have us.
6. This guarante Contractor.	e will not be discharged due to the change in the constitution of the Bank or of the
	(indicate the name of Bank) lastly undertake not to revoke this in the previous consent of the Centre in writing.
Notwithstanding and Rs with us on or before	the shall be valid up to
Signed and Sealed	
	day of for (indicate the name of Bank).
Signature	:
Name of the Officer with No.	:
Seal	:
Email ID	:
Phone No.	

# **CERTIFICATE OF VISIT TO THE SITE**

			TA 1	
Te	nr	lΩr		$\cdot$
10	ш	ıcı	1.4	V

To,

**Head Administrative Operations** HBCSE-TIFR, Mankhurd Mumbai – 400 088, India.

Dear Sir/Madam,

With reference to your tender mentioned above, we have visited and have understood the scope of work and conditions of the site

HOMI BHABHA CENTRE FOR SCIENCE EDUCATION Tata Institute of Fundamental Research V. N. Purav Marg, Mankhurd Mumbai – 400 088, India

where the tendered work is to be carried out.

Name & Signature of Bidder: Name & Signature of Centre's Representative:

Designation : Date:

Company Seal & Phone No. :

#### FORM - N

Page 1 of 1

## **UNDERTAKING**

- 1. We have studied the complete tender document and accept all the terms and conditions.
- 2. It is certified that my firm/agency/company has never been black listed by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies / Municipalities and no criminal case is pending against the said firm / agency as on **date of bidding**.
- 3. Works carried out by us shown in **Form C** have been carried out by us directly and not on back-to-back by third parties.

Date	:	Signature of the Bidder	:
Place	:	Name of the Bidder	:
Company	Seal:	Designation	:

## FORM - O

# HOMI BHABHA CENTRE FOR SCIENCE EDUCATION **Tata Institute of Fundamental Research**

# FINANCIAL BID (Part II of the Tender)

Tender No.: HBC/ Catering (Canteen) Services /2024 **Providing Catering (Canteen) Services at HBCSE** (To be submitted in a separate sealed envelope)

Please mention Bidder's name on Price Bid Envelope

Daily Canteen Items	Bench Mark Unit Rates in Rs. (inclusive of GST)	Consumption Units	Total in Rs.	Bidding Unit Rates in Rs. (inclusive of GST)	Total in Rs. (E) = (B) x (D)
	(A)	<b>(B)</b>	<b>(C)</b>	( <b>D</b> )	<b>(E)</b>
(1) Routine Breakfast Items	513.00	960	492480.00		
(2) Normal Meal (Lunch/Dinner)					
Veg.	50.00	9600	480000.00		
(3) Lunch/Dinner Items	860.00	720	619200.00		
(4) Desserts	145.00	400	58000.00		
(5) Evening Tea Snacks	419.00	960	402240.00		
(A) Breakfast for camps					
(OCSC/Olympiad/NIUS/Confer					
ences	70.00	16000	1120000.00		
(B) Special Meal I					
(Lunch/Dinner) - Veg.	100.00	4000	400000.00		
(C) Snacks Break					
(Morning/Evening)	35.00	16000	560000.00		
(D) Packed Lunch (Outstation	4=0.00	400			
Events)	170.00	400	68000.00		
(E) High Tea Service	65.00	586	38090.00		
(F) Special Meal II - Veg.	200.00	1960	392000.00		
(G) Special Meal III -(Veg. + Non					
Veg)	250.00	1960	490000.00		
(H) International Event					
Breakfast	150.00	1600	240000.00		
(I) International Event Special					
Meal IV - (Veg. + Non Veg.)	400.00	1600	640000.00		
Total	3427.00	56746	6000010.00		
				Total (E)	
<b>Cost of Manpower service (stand</b>	ard) (X)		3155828.00		3155828.00
				TOTAL	
		TOTAL		BID	
		ESTIMATED		VALUE	
		BID VALUE	9155838.00	(E+X)	

Total Bid Value = [Total of column (E) + Cost of Manpower Service Standard (X)]

Signature of Bidder Company Seal (Rubber Stamp) Date: Name Designation

# $\frac{\text{SCHEDULE OF ITEMS AND PROPOSED BIDDING RATES (INCLUSIVE OF GST) FOR}{\text{CANTEEN}}$

# (To be attached with Price Bid)

	DAILY CANTEEN ITE	CMS	
Sr. No.	Items	Quantity	Proposed Rates (Inclusive of GST) Rs.
	(1)-Routine Breakfast items	•	
1	Tea	100 ml	
2	Tea Special(Tea Bag, Milk, Sugar-all separate)	100 ml	
3	Filter Coffee	100 ml	
4	Special Coffee	120 ml	
5	Milk with Sugar	150 ml	
6	Cornflakes with Milk	100 ml	
7	Sheera	120gms	
8	Idly 2 Nos. with Sambar	Idli 100 gms	
9	Dosa/Rava Plain with Green Chutney	30 gms	
10	Masala Dosa With Chutney	Dosa 30 gms + Stuffing	
11	Puri bhaji	Puri 4 Nos. + Bhaji 80 gms	
12	Chole Bhature	Chole 80 gms + 2 batura	
13	Aloo Paratha	80 gms	
14	Poha/Upma/Uttapah with chutney	150 gms	
15	Fruit Salad	150 gms.	
16	Maggi	100 gms	
17	Tomato Omelet with Chutney	Omlette 80 gms	
18	Meduwada 2 Nos. with Sambar	Wada 75 gms + Sambar 25 gms	
19	Misal Pav	100 gms + 2 Pav	
20	Moong Chila (1No.)	80 gms.	
21	Veg. Sandwich		
22	Veg. Cheese Sandwich grilled		
23	Sukhi Bhel	120 gms.	
24	Dahi Puri/Bhel Puri (6 pieces)	120 gms.	
25	Veg. Cutlets	2 Nos.	
26	Soft Drinks	Available at counter	MRP +1 Rs.
27	Egg Omelet/Burgee	1 Egg	
28	Egg Omelet/Burgee	2 Eggs	

30	Potato Vada 02pcs/ Usal Pav  Veg. Appam	150 gms + 2 Pav 150 gms
31	Boiled Egg	1 No.
32	Egg Roll	1 No.
33	Mixed Fruit Plate (seasonal)	100 gms.
		Total

	(2) Normal Meal (Lunch/Dinner) Veg.	
1	Chapati 3 Nos.	150 gms.
2	Rice	150 gms.
3	Dal/Sambar/Amti/Kadi	150 gms.
4	Dry Vegetable or Gravy vegetable	120 gms.
5	Papad and Pickle	1 No.
6	Curd/Butter Milk	100 gms.
	(3) – Lunch/Dinner Items	
1	Tomato Basil Soup with garlic bread slices	150 ml
2	Cinnamon-Spiced Sweet Potato Soup with bread sticks	150 ml
3	Lemon Coriander Soup	150 ml
4	Creamy Vegetable Soup	150 ml
5	Vegetable Soup	150 m
6	Creamy Cauliflower Soup with garlic bread slice	150 ml
7	Mushroom Soup	150 ml
8	Clear Veg. Soup	150 ml
9	Orange Juice	150 ml
10	Chapati – 1 No.	30 gms.
11	Rice (One Mould)	100 gms.
12	Vegetable/ Normal	100 gms.
13	Dal/ Sambar	100 gms.
14	Papad – Standard size (Lijjat/Ganesh)	1 No. –
	1 \ 30 /	Roasted/Fried
15	Salad Plate	Cucumber, tomato, onion, carrot, beet root (100 gms)
16	Sweet Lassi	200 ml
17	Buttermilk/Cocum Sarbat	150 ml
18	Curd	100 gms.
19	Curd Bundi Raita/Curd veg Raita	100 gms.
20	Pickle	1 tsp.

21	Juice other than Lemon	150 ml		
22	Fresh Lemon Juice	150 ml		
23		200 gms		
	Fried Rice with Manchurian gravy	+150gm		
24	Biryani Rice/ Veg. Pulav	200 gms.		
25	Dal Rice/Khichadi /Curd Rice with pickle	200 gms.		
26	Veg Fried Rice	200 gms.		
27	Schezwan Rice	200 gms.		
28	Manchurian Noodles	200 gms.		
29	Chicken Curry	150 gms.		
30	Egg Curry	150 gms.		
31	Fish	100 gms.		
32	Chicken Boneless preparation	150 gms.		
33	Chicken Biryani	500 gms.		
34	Egg Fried Rice/Chicken Fried Rice	350 gms.		
35	Egg Biryani	350 gms.		
36	Chicken Kabab	150 gms.		
37	Chicken curry (Tandoori)	150 gms.		
	Total			
	(4) Desserts			
1	Shrikhand - Amul/Warna/Chitale	100 gms.	MRP	
2	Gulab Jamun – 2 Nos	50 gms.		
3	Kala Jamun – 2 Nos.	50 gms.		
4	Fruit Custard/ Jelly with custard	100 gms.		
5	Halwa Dudhi/Gajar	50 gms.		
6	Cham Cham – 1 No.	100 gms.		
7	Rasgulla – 2 Nos.	50 gms.		
8	Caramel Custard	80 gms.		
9	Shahi Tukra	100 gms.		
		Total		
	(5) - Evening Tea Snacks			
1	Vegetable Samosa – 2 Nos. With Chutney	100 gms.		
2	Veg. Cutlet 2 Nos. With Chutney	100 gms.		
3	Kachori 2 Nos. With Curd	100 gms.		
4	Dahi Wada – 2Nos.	100 gms.		
5	Potato Vada – 2Nos. With cutney	100 gms.		
6	Chanadal Wada	100 gms.		
7	Mix Bhajia with Chutney	100 gms.		
8	Veg Frankie	1 No.		
9	Chats	150 gms.		
10	Sabudana Wada 2 Nos. With Chutney	100 gms.		
11	Bread Pakoda	1 No.		
12	Pasta - Cheese	120 gms.		
13	Dokla	100 gms.		
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14	Kati Roll –Paneer	130 gms.	
15	Kati Roll – Chicken	150 gms.	
16	Spaghetti with Cheese Balls	200 gms.	
17	Spaghetti with Meat (mutton) Balls	200 gms.	
18	Sweet Kachori	100 gms.	
		Total	

	PROGRAMME ITEMS			
	(A)- Breakfast for Camps (OCSC/Olympiad/NIU	JS/Conferences)		
1	Two variety of Indian Breakfast dishes			
2	Cut fruit of three variety			
3	Two types of bread, Corn Flakes/Muesli			
4	Toast Butter, Mixed Fruit Jam,			
5	Tea, Coffee, Milk, Variety of Tea bags			
6	Boiled Egg, Different types of omelets			
	(B) - Special Meal I (Lunch/Dinner)	Veg.		
1	Chapati 3 Nos. or Puri 6 Nos	150 gms.		
2	Rice	150 gms.		
3	Dal/Sambar/Amti/Kadi	150 gms.		
4	Dry Vegetable	120 gms.		
5	Papad	1 No.		
6	Soup	150 ml		
7	Gravy Vegetable	120 gms.		
8	Salad	100 gms.		
9	Curd/Buttermilk	100 gms.		
10	Sweet	50 gms.		
	(C) - Snacks Break (Morning/Eveni	ing)		
1	Tea, coffee, milk, variety of tea bags, sugar cubes, etc.,			
2	Cookies/ Biscuits			
	(D)- Packed Lunch (Outstation even	nts)		
1	Paratha/Chapati 3 Nos., Pulav			
2	Veg-dry (120 Gms), Veg-Gravy, Curd,			
3	Pickle, Salad, Papad, Fruits			
4	Juice(Tetra pack), Amul Musti Butter Milk			
5	Bottled Water(500 ml), Sweet etc.,			
	(E)- High Tea Service			
1	2 Types of Snacks, Sweet,			
2	Cookies, Chips, Tea, Coffee, Milk,			
3	Tea Bags, Sugar cubes/Sachets			
	(F) Special Meal II – (Veg.)			
1	Soups (1-No)			

2	Starters Veg (2-Variety)	1
3	Fruit Juice/Soft drink	
4	Green Salad/Sprout Salad	
5	Dahi Raita/Curd & Butter Milk	
6	Paneer Gravy, Dry Vegetable (Indian style)	
7	Tossed Vegetables/Boiled Vegetables	
8	Dal Fry, Plain Rice, Pulav Rice/Biryani Rice	
9	Assorted Roti/ Paratha, Nan/Fulka, Puri	
10	Papad, Pickle, Chutney	
11	Cut fruits, Sweet, Ice-cream	
	(G) Special Meal III – (Veg.+ Non-Veg)	
1	Starters (Kababs/ Tandoori Chicken/Fried fish/Chicken	
1	Tikka (1-Variety)	
2	Boneless Chicken/Mutton Gravy(1-Variety)	
3	Chicken/ Mutton Biryanis	
	(H) International Event Breakfast	
	Breakfast Menu	
	Three variety of Indian Breakfast dishes – Idli, Medu Vada	
1	with Sambhar & Chutney, Uttapam, Paratha, Masala Dosa, Poha, Upma, Chhole Bhature	
2	Cut fruit of three variety	
3	Two types of bread, Corn Flakes/Muesli	
4	Toast Butter, Mixed Fruit Jam,	
5	Tea, Coffee, Milk, Variety of Tea bags	
6	Boiled Egg, Different types of omelets	
	(I) International Event Special Meal IV - (Veg. + Non Veg.)	
1	Soups (1-No)	
2	Starters Veg (2-Variety)	
3	Fruit Juice/Soft drink	
4	Green Salad/Sprout Salad	
5	Dahi Raita/Curd & Butter Milk	
6	Paneer Gravy, Dry Vegetable (Indian style)	
7	Tossed Vegetables/Boiled Vegetables	
8	Dal Fry, Plain Rice, Pulav Rice/Biryani Rice/Noodles/Pasta	
9	Assorted Roti/ Paratha, Nan/Fulka, Puri	
10	Papad, Pickle, Chutney	
11	Cut fruits, Bottled Water	
12	Starters (Kababs/ Tandoori Chicken/Fried fish/Chicken	
	Tikka (1-Variety)	
13	Boneless Chicken/Mutton Gravy(1-Variety)	
14	Chicken/ Mutton Biryanis	
15	Sweets, Hot Desserts & Cold Desserts	