



**OFFICE OF THE COMMISSIONER OF CUSTOMS (GENERAL)  
JAWAHARLAL NEHRU CUSTOM HOUSE, NHAVA SHEVA, TAL : URAN,  
DIST. RAIGAD, MAHARASHTRA - 400707**

F.NO.S/43-79/2018-19/CHS/JNCH

Date: 19 .11.2019

**TENDER NOTICE No 31 / 2019-20**  
**( E-TENDER No. 2019\_DREV\_521218\_1)**

**INVITING E-TENDER/ QUOTATION FOR PROVIDING CATERING SERVICE AT JAWAHARLAL NEHRU CUSTOM HOUSE, NHAVA SHEVA, TALUKA:URAN, DISTRICT : RAIGAD, MAHARASHTRA-400707 FOR A PERIOD OF TWO YEARS EXTENDABLE BY ONE YEAR.**

The Commissioner of Customs (General), Jawaharlal Nehru Customs House, Nhava Sheva, Taluka: Uran, Dist: Raigad, Maharashtra-400707 intends to avail of the services of a Catering Contractor in the canteen situated at 1st Floor, Jawaharlal Nehru Customs House (Hereinafter known as JNCH) for a period of two years from the date of awarding the contract extendable by one year. Tender document may be viewed/downloaded from official web site [www.eprocure.gov.in](http://www.eprocure.gov.in) , [www.cbic.gov.in](http://www.cbic.gov.in) and [www.jawaharcustoms.gov.in](http://www.jawaharcustoms.gov.in). The following documents, giving full details, are enclosed:-

1.	General Terms & Conditions	<u>Annexure -I</u>
2.	Technical Bids	<u>Annexure -II</u>
3.	Financial Bids	<u>Annexure -III</u>

2. In case you are interested, you may inspect the premises. The technical and financial bids as mentioned in Annexure II and III complete in all respects shall be submitted online on our portal [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before **10.12.2019 by 17.00 hrs.** The Technical Bids will be opened on **11.12.2019**. Financial Bids of only technically qualified Bidders will be opened on **13.12.2019**.

3. It may please be noted that Bidders which do not fulfill the prequalification requirement will not be considered for financial bid. The financial bid in Annexure-III of those Bidders who fulfill the terms and conditions (Annexure-I and II) will only be considered.

4. The Commissioner reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

**-sd-/19.11.19**

(EISHVARYESH BHARDWAJ)  
DEPUTY COMMISSIONER (GENERAL)  
JNCH, NHAVA SHEVA.

Encl: As above

Copy to:

1. The EDI Section, JNCH for uploading the tender on official web site [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.cbic.gov.in](http://www.cbic.gov.in) and [www.jawaharcustoms.gov.in](http://www.jawaharcustoms.gov.in)
2. Notice Board of the JNCH

## ANNEXURE-1

### **1. INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS**

#### **1.1 GENERAL INSTRUCTIONS:-**

**1.1.1** The bidder will submit bids i.e one Technical Bid and second Financial Bid as per format of the Tender online only through [www.eprocure.gov.in](http://www.eprocure.gov.in) under department name "Revenue Department" on or before **10.12.2019 by 17:00 hrs.** All relevant documents should be attached with the bid. .

**1.1.2** Bidders should make a payment of EMD of **Rs. 1,00,000/- (Rs. One lakh only)**, which is to be paid by demand draft in favour of 'Commissioner of Customs(General) , JNCH' should be sent by post/ by hand superscripting the envelope with e-tender ID and due date on or before last date of bid submission. Tenders received without requisite EMD will be rejected out rightly. EMD exemptions will be as per Central Govt. Rulings.

#### **1.2 PERIOD OF CONTRACT:-**

**1.2.1** The Contract shall be valid for a period of two (02) years from the date of awarding the contract. However, the contract may be renewed further on the basis of performance of work Yearly/Half Yearly basis, provided that both parties agreed on mutual terms and conditions as specified in the contract.

**1.2.2** Duration of the contract shall be subject to annual appraisal and review by the Canteen Committee formed by the Tendering Authority. In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the schedule time after following due procedure of law. In the event of premature closure of contract for reasons mentioned herein above, the security deposit shall be absolutely forfeited along with penalty as decided by the Tendering Authority.

#### **1.3 ELIGIBILITY CRITERIA:-**

**1.3.1** Only those service providers who fulfill the following criteria are eligible to respond. Offers received from the service providers who do not fulfill all or any of the following eligibility criteria are liable to be rejected. The invitation to Bid is open to all Vendors who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding except those who have been declared by any agency of the Government of India/Maharashtra to be ineligible to participate for corrupt, fraudulent or any unethical business practices during the period for which such ineligibility is declared.

**1.3.2** The contractor must have experience of running such Canteen for about more than 20 employees for at least 3 years, (A copy of such proof from the relevant establishment should be submitted.)

**1.3.3** The bidder should have minimum of Rs. 50 Lakh Annual Turnover in the field of Canteen services Catering/Hotel Business for the last three financial years as on 31st March, 2019. The contractor should provide evidence of having run a Hotel/Restaurant/Canteen for past 03 years or run an Industrial Canteen for Public Sector Undertaking /Government establishment. Caterer shall have a team of sufficient experienced Cooks, Servers and Supervisors to ensure best quality of Food/eatables, service and shall furnish the details to support this claim.

**1.3.4** The Caterer must adhere to the health and safety regulations prevalent in the local rules. Qualification of tender will be based on proof of past experience, performance, financial capability resource availability, which should form the technical offer. The commercial offers of the technically qualified firms only will be opened. The firm selected thereof would have to enter in to a contract for running of the canteen.

**1.3.5** The Caterer must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photo Copies of relevant documents/certificates should be submitted as proof in support of their claims. The tendering authority reserves the right to verify/evaluate the claims made by the vendor independently.

**1.3.6** The Caterer shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, GST or any other extra taxes levied by the Government), the Companies Act, etc. and shall adopt all required, welfare measures for the staff and discharge all other obligations concerning thereto. The Vendor shall furnish adequate proof to JNCH in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of

the Vendor, and JNCH shall not be held liable for such responsibilities/ obligations in any manner what-so-ever. The Vendor must pay minimum wages to its Staff as per the Minimum Wages Act and satisfy all other applicable statutory requirements. All expenses pertaining to their employee/worker shall be borne by the contractor. They shall not have any right or claim with Department with respect to employment or pay & perks. All statutory compliance applicable in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licenses and/or certificates related to this contract remains in force during entire period of the contract at JNCH. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.

#### **1.4 BIDDING DOCUMENTS:-**

**1.4.1** The Bidder is expected to examine all instructions, forms, terms and specification in the bidding documents. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms/Proforma in the tender are not fully furnished.

#### **1.5 AMENDMENT OF BIDDING DOCUMENTS:-**

**1.5.1** At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

**1.5.2** In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

#### **1.6 NON-TRANSFERABLE BID:-**

**1.6.1** The tender document is not transferable.

#### **1.7 REJECTION OF BID:-**

**1.7.1** The Commissioner of Customs (General), JNCH, Nhava Sheva, Uran, Maharashtra-400707 reserves the right to accept/ reject/release or relax any or all part of the bids received on the due date without assigning any reason whatsoever.

#### **1.8 BID FORM:-**

The Bidder shall complete the Bid Form as mentioned herein Annexure II & III in E-tender as applicable.

#### **1.9 BID CURRENCY:-**

Prices shall be quoted in Indian Rupees only. The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices.

#### **1.10 EARNEST MONEY DEPOSIT (EMD):-**

**1.10.1** Bidders are required to submit the Demand Draft Drawn in favour of 'The Commissioner of Custom (General) , JNCH' Nhava Sheva, Uran, Maharashtra-400707 payable at JNCH, Uran amounting to **Rs. 1,00,000/- (Rupees One lakh Only)** as Earnest Money Deposit. **Offers made without Earnest Money Deposit shall be rejected.**

**1.10.2** Unsuccessful Bidder's Earnest Money Deposit shall be discharged / returned within 30 days after the expiration of the period of Tender offer validity prescribed in this tender.

**1.10.3** The successful Bidder's Earnest Money Deposit shall be discharged upon the Bidder executing the contract Form and furnishing the Performance Security/Security Deposit.

**1.10.4** The Earnest Money Deposit shall be forfeited and Bid shall be rejected.

a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid from or

b) In case of a successful Bidder, if the Bidder fails:

- i) To sign the contract form in accordance with the terms and conditions
- ii) To furnish performance security/security deposit as specified in this tender

**1.10.5** If any firm is exempted from submission of EMD by Government of India/Maharashtra and Performance Security, documentary evidence in this regard may please be furnished along with Technical Bid.

### **1.11 SUBMISSION OF BIDS:-**

**1.11.1** The tender should be submitted online.

### **1.12 TECHNICAL BID:-**

**1.12.1** Technical Bid shall be submitted online. The Technical Bid shall contain self attested copies of following documents. Original copies shall be kept ready for reference as and when called for.

A) The List of documents to be submitted is as follows:-

1. Demand Draft for EMD drawn in favour of "**The Commissioner of Customs, (General), JNCH, Nhava Sheva, Uran, Maharashtra-400707.**" payable at JNCH, Nhava Sheva.
2. Name(s) of the proprietors/directors
3. Tender offer form duly filled in.
4. Bidders Authorization Certificate.
5. Self Declaration for unblemished record (Notarized Affidavit)
6. Details of Bidder
7. Copies of Certificate of Shop & Establishment.
8. Performance statement along with necessary Documents
9. Copy of Goods and Services Tax Registration Certificate.
10. Copy of the PAN Card.
11. Copy of ESI code certificate.
12. Copy of EPF Code certificate.
13. Copy of ISO 22000 certificate
14. Copy of MLWF registration
15. Copy Food license from Health Department
16. Copy of ISO 9001:2015 certificate.
17. Copy of HACCP certificate.
18. Copy of Professional Tax Registration.
19. Turnover certificate from Chartered Accountant for the last three financial years as on 31st March 2018/19.
20. Proof in support of similar kind of experience of running such Industrial Canteen for more than 20 employees for at least 3 years, (A copy of such proof from the relevant establishment should be submitted. Work-orders along with Completion).
21. Copies of its financial statements for past three years (i.e. 2016-17, 2017-18 & 2018-19).

B) The Technical Offer (T.O.) shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The T.O. shall indicate whether all services asked are quoted for and that all requirements therefore are also quoted for. No documents, brochures, etc. shall be submitted in loose form.

C) The bidder shall submit profiles of the key personnel who shall be exclusively associated with the Contract.

D) All The documents submitted along with Tender should be certified by the Competent Authority.

**1.13 FINANCIAL BID:-**

**1.13.1** Financial Bid shall be submitted online. The Financial bid shall be quoted on the basis of "CASH", inclusive of all taxes. There should be no hidden charges. Price quotation accompanied by vague and conditional expressions Such as "Subject to immediate acceptance", "Subject to confirmation" etc. shall be treated as being at variance & shall be liable for rejection.

**1.14 SIGNING OF BIDS:-**

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid, attesting them.

**1.15 ERASURES OF ALTERATIONS:-**

Offers containing erasures or Alterations shall not be considered. There should be no corrections or Alterations in the offer. Technical details must be completely filled in. Filling up of the Technical Detail Form using terms such as "OK", "Accepted", "As given in brochure/Manual" is not acceptable. The department may treat offers not adhering to these guidelines as unacceptable.

**1.16 FOR SUBMISSION OF BIDS:-**

**1.16.1** The tenders must be submitted online on or before 09.12.2019.

**1.16.2** The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline shall thereafter be subject to the deadline as extended.

**1.17 LATE BIDS:-**

No delay in submission of bids on account of any cause will be entertained.

**1.18 WITHDRAWAL OF BIDS:-**

**1.18.1** The Bidder may withdraw its bid after the submission, provided that notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

**1.18.2** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of bid during this interval shall result in the Bidder's forfeiture of its bid security and the offer shall stand automatically rejected.

**1.19 PERIOD OF VALIDITY OF BIDS:-**

**1.19.1** Bids shall be valid for acceptance for a period of 90 days from the date of opening of Commercial Bid and thereafter unless it is withdrawn in writing by the Bidder. A Bid valid for a shorter period shall be rejected by The Tendering Authority as non-responsive.

**1.20 EVALUATION COMMITTEE:-**

The Technical and Commercial Committee constituted by the Tendering authority shall evaluate the Tenders. The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final.

**1.21 OPENING OF TECHNICAL BIDS:-**

**1.21.1** The Technical Bids will be opened on **11.12.2019**

**1.21.2** The Technical bids envelope shall be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite Earnest Money Deposit and such other details as the Tendering Authority, at his discretion may consider appropriate, shall be announced at the time of opening.

**1.22 CLARIFICATION OF BIDS:-**

**1.22.1** During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**1.23 SCRUTINY OF THE BID:-**

**1.23.1** Preliminary scrutiny shall be made to determine whether bids are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly furnished.

**1.23.2** Prior to the detailed evaluation, the Tendering Authority shall determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

**1.23.3** If a bid is not substantially responsive, it shall be rejected by the Tendering Authority and shall not subsequently be made responsive by the bidder by correction of the nonconformity. Technical bid shall be evaluated in the following sub-steps:-

a) Firstly, the documentation furnished by the Bidder shall be examined prima facie to see if the technical skill base and financial capacity and other Vendor attributes claimed therein are consistent with the needs of this project.

b) In the second step, the Tendering Authority may ask the bidders for additional information, visit to Bidders site and / or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it shall render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard shall be final and binding on the bidder and cannot be challenged.

**1.24 ADDITIONAL INFORMATION:-**

**1.24.1** The Tendering Authority may ask Bidder(S) for additional information visit Bidder's site and / or ask for technical presentation and may arrange discussion with their professional, technical faculties to verify claims made in technical bid documentation.

**1.25 SELECTION PROCEDURE:-**

**1.25.1** A duly constituted / Nominated Committee will evaluate the Technical bids received. Technical assessment will be based on Profile and Track Record, pr. On the basis of technical assessment, the financial bids of only the technically qualified bidders are opened.

**1.26 DATE OF OPENING OF COMMERCIAL (FINANCIAL) BIDS:-**

**1.26.1** The date for opening of the commercial bid shall be done after the scrutiny of the technical bid has been completed. Commercial Bids of only technically qualified Bidders as mentioned above will be opened on **13.12.2019**.

**1.27 OPENING OF COMMERCIAL BIDS:-**

**1.27.1** The Tendering Authority reserves the right to open Commercial Bid even if one Bidder qualifies the Technical Bid or only one Bid is received in response to the Tender Notice.

**1.28 EVALUATION OF COMMERCIAL BIDS AND AWARD CRITERIA:-**

**1.28.1** The bidder whose commercial offer determined to be lowest will be selected and awarded the contract.

**1.28.2** The Commercial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be economical will be selected finally subject to the discretion of the tendering authority.

**1.29 CONTACTING THE TENDERING AUTHORITY:-**

**1.29.1** No Bidder shall contact the Tendering Authority on any matter relating to its bid; from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.

**1.29.2** Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his Earnest Money Deposit amount.

**1.30 FRAUDULENT PRACTICES / AND MISREPRESENTATION:-**

**1.30.1** The Tendering Authority requires that the bidders / suppliers / contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts.

**1.30.2** For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / AND MISREPRESENTATION will be as per Law.

**1.30.3** The Tendering Authority shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

**1.30.4** The Tendering Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

**1.31 NOTIFICATION OF AWARD:-**

**1.31.1** Prior to expiration of the period of bid validity, the Tendering Authority shall notify the successful bidder in writing that its bid has been accepted.

**1.31.2** Upon the successful bidders; furnishing of Performance Security / Security Deposit, the Tendering Authority shall promptly notify each unsuccessful bidder and shall discharge their Bid EMD.

**1.32 ACCEPTANCE OF BIDS:-**

**1.32.1** The Tendering Authority does not bind itself to accept the lowest or any other Tender. The Tendering Authority reserves the rights to accept any one Tender or reject all Tenders.

**1.33 PERFORMANCE SECURITY / SECURITY DEPOSIT AND SIGNING OF CONTRACT:-**

**1.33.1** Within Ten (10) days of the receipt of notification of award from the Tendering Authority, the successful Vendor shall furnish the Performance Security / Security Deposit of Rs. Two Lakhs (Rs.2,00,000/-) in accordance with the Conditions of Contract, in the performance security / Security Deposit form

provided in this document or in another form acceptable to the Tendering Authority.

**1.33.2** The Performance Security / Security Deposit shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by nationalized / scheduled bank located in India acceptable to the Tendering Authority in the form provided in the bidding documents.

**1.33.3** The performance Security / Security Deposit shall be discharged by the Tendering Authority and returned to the Vendor within Thirty (30) days after the expiry of the contract period / extension period.

**1.33.4** Failure of the successful bidder to sign the contract proposed in this document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Tendering Authority may make the award to another bidder or call for new bids.

#### **1.34 BINDING CLAUSE:-**

**1.34.1** All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tendering Authority, reserves the right:-

**1.34.2** To vary, modify, revise, amend or change any of the terms and conditions in this Bid;

**1.34.3** To reject any or all the Tender's without assigning any reason whatsoever there of or 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(s) or any obligation to inform the affected bidder(S) of the grounds for such decision.

#### **1.35 CONDITIONAL TENDERS:-**

**1.35.1** Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

#### **1.36 INTERPRETATION OF THE CLAUSES:-**

**1.36.1** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the tendering Authority's interpretation of the causes shall be final and binding on all parties.

## **2. CONDITIONS OF CONTRACT, GENERAL CONDITION, DEFINITION AND APPLICABILITY**

### **2.1 DEFINITIONS:-**

In this Contract, the following terms shall be interpreted as indicated below:

**2.1.1** "Vendor or Contractor" shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.

**2.1.2** "Contract" means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;

**2.1.3** "Bidder" means any firm(s) or a consortium having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word "Bidder" when used in the pre award period shall be synonymous with "Vendor or Contractor" which shall be used after award of the contract.

**2.1.4** "The Contract Price" means the price payable/receivable to the Successful Bidder Under the contractor for the full and proper performance of its contractual obligations;

**2.1.5** "The Goods" means all the material/ services, which the vender is required to supply the Tendering Authority under the Contract.



**2.1.6** "Services" means services ancillary to the scope of the work hereinabove, transportation, any other incidental services and other obligations of the vendor covered under the contract.

**2.1.7** "Day" means a working day.

**2.1.8** "Tendering Authority" means The Commissioner of Customs (General), JNCH.

**2.1.9** "Corporation" means the Office of The Commissioner of Customs (General), JNCH.

## **2.2 APPLICATION OF THESE CONDITIONS:-**

**2.2.1** These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

## **2.3 OTHER DOCUMENTS THAT FORM PART OF THIS CONTRACT:-**

**2.3.1** The Tender Document (along with its amendments if any), the Bid of the Vendor any clarifications sought by the Tendering Authority, the responses provided by the Vendor, and any other correspondence exchanged shall form part of the contract to the extent the same is not inconsistent with this document and the award document to the Vendor.

## **2.4 PERFORMANCE SECURITY:-**

**2.4.1** The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The Performance Security/Security Deposit shall be forfeitable for nonperformance of the contract and there shall not be any relaxation to anybody.

**2.4.2** In the event of any contract amendment, the Vendor shall, within 10 days of receipt of such amendment, furnish the amendment to the Performance Security / Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 30 days thereafter.

## **2.5 SAFETY REQUIREMENTS:-**

**2.5.1** The Vendor shall abide by the job safety measures prevalent in India and shall free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor shall pay all indemnities arising from such incidents and shall not hold the Tendering Authority responsible or obligated.

**2.5.2** The Vendor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws like inspection of food inspector of govt. department in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc. The successful bidder will ensure that raw material used for cooking are of good quality, safe for human consumption and conform to the standard laid down by the Govt. of India in this regard. In the event of any food poisoning/contamination, the contractor will be held fully responsible and penal actions may be taken as per extant laws. Liability/responsibility in case of any accident causing injury/death to canteen worker or any of his staff shall be of the caterer and the Department shall not be responsible in any manner. Whenever necessary the contractor should take necessary insurance. The insurance cost shall be borne by the contractor.

**2.5.3** The successful bidder shall have to enter into an agreement with the Office of the Commissioner of Customs (General), JNCH before taking charge of the catering and commencement of the catering work. The contract will be initially for a period of two year and is likely to commence from the date of signing of the agreement which may be extended for two more years, on half yearly/yearly basis subject to satisfactory performance of service by the firm.

**2.5.4** The staff deployed by the vendor should not have any Police records/criminal cases against them. The vendor should make adequate

enquiries about the character and antecedents of the persons whom they are deploying at The JNCH. The character and antecedents of persons will be verified by the vendor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted before commencing the service. The manpower deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline.

**2.5.5** In the event of violation of any contractual or statutory obligations by the Vendor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against JNCH by any individual, agency or government authority due to acts or omission of the Vendor, the Vendor shall be liable to make good/compensate such claims or damages to the JNCH. As a result of the acts of the Vendor, if JNCH is required to pay any damages to any individual, agency or government authority, the Vendor shall be required to reimburse such amount to JNCH or JNCH reserves the right to recover such amount from the payment(s) due to the Vendor while settling his/her bills or from the amount of Security Deposit of the Vendor lying with JNCH.

**2.5.6** The Vendor shall at all times keep indemnified the principal employer, namely, JNCH and its officers and designated concerned staff for and against all third party claims whatsoever (including property loss and damage, personal accident, injury or death of any person) and/or the owner and the Vendor shall at his/her own cost and initiative at all times, maintain all liabilities under Workman's Compensation Act / Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act, etc. in force from time to time.

**2.5.7** The Catering staff shall be issued Identity Cards bearing photographs. The Vendor/Vendor shall provide sufficient sets of Uniforms or Apron, Gloves, cap and pair of shoes to his waiters and shall ensure that they wear them all times and maintain them neat and clean. The cost of uniform, badges and other protective gears will have to be borne by the Vendor.

**2.5.8** The vendor shall disclose, in case he has been banned by any organizations under any Services rendered by the vendor. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.

**2.5.9** The vendor will also ensure that the staff deployed are medically fit and will keep record of certificates of their medical fitness. The vendor shall withdraw such staffs that are not found suitable for any reasons immediately on receipt of such a request from the JNCH. The transportation, food, medical and other statutory requirements in respect of each staff of the vendor shall be the responsibility of the vendor.

**2.5.10** The vendor shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from JNCH shall be acknowledged immediately on receipt on the same day. The vendor shall strictly observe the instructions issued by JNCH in fulfilment of the Contract from time to time. The vendor shall be required to keep JNCH updated about the change of address, change of the Management etc. from time to time.

**2.5.11** The vendor and/ or the staff deployed at the JNCH shall be responsible for its belongings and JNCH shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the staff of the vendor.

**2.5.12** The vendor shall be directly responsible for any/all disputes arising between it (vendor) and its employees and keep the JNCH indemnified against all losses, damages and claims arising thereof.

**2.5.13** The vendor will ensure for getting proper license/permission from the

concerned authorities wherever applicable. In the event of failure and/or negligence in performance up to the satisfaction of the JNCH, the JNCH shall have the right to have such duties and obligations performed and discharged by such other party/parties. JNCH may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other party/parties.

**2.5.14** Vendor must ensure that the area allocated to them shall not be misused in any manner whatsoever. No other person except the vendor's staff on duty at JNCH premises only shall be allowed to enter the premises and the vendor will not provide or extend any service to any other client from the JNCH premises.

**2.5.15** The vendor shall ensure that all the relevant licenses /registrations /permission, which are /may be required related to the Catering services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties. Employment of Child Labour is strictly prohibited under the law.

**2.5.16** Vendor shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, GST or any other extra taxes levied by the Government), the companies Act, etc. and shall adopt all required, Welfare measures for the Vendor Staff and discharge all other obligations concerning thereto. The Vendor shall furnish adequate proof to JNCH in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Vendor, and JNCH shall not be held liable for such responsibilities/ obligations in any manner what-so-ever. The Vendor must pay minimum wages to its Staff as per the Minimum Wages Act and satisfy all other applicable statutory requirements. All expenses pertaining to their employee/worker shall be borne by the contractor. They shall not have any right or claim with Department with respect to employment or pay & perks. All statutory compliance applicable in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licenses and/or certificates related to this contract remains in force during entire period of the contract at JNCH. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.

**2.5.17** The Bidder should be an ISO 22000 Certified company for Food Safety Management System (FSMS). The copy of certificate is requested to upload with the bid.

**2.5.18** The Bidder should be an ISO 9001 and HACCP Certified company for Quality Management System Standard. Bidder is required to upload copy of certificate as a proof at the time of submitting the bid, failing which the bid will be rejected.

**2.5.19** The eatables will be served in neat and clean utensils and the cafeteria staff will be in proper uniform. The contractor is required to provide catering services in the Office Rooms of senior functionaries, Conference Room on credit basis, the bills will be raised to the Administration for payment in subsequent month as per procedure laid down by the Department.

**2.5.20** Cost of food & beverages must be competitive and reasonable. Prices of some basic items should be as per list enclosed. Any revision in the rates would be subject to approval by the Canteen Committee constituted by the Department. The contractor may also supply those eatable items which are not under the contract in case of any demand. The cost of such items may be fixed on MRP rates. The approved price of the eatables should be prominently displayed at the Counter/Notice Board in Canteen. Tentative list of items to be provided by the contractor are listed at Annexure. However the contractor can add items as per demand/consumption etc.

**2.5.21** The canteen shall open for catering during office hours from 9.00 AM to 6.30 PM. The Canteen may also be required to be opened on Saturday and other Holidays and beyond office hours, if considered necessary. However, the

Canteen will remain closed on Saturday, Sunday and other Govt. Holidays unless specifically told to open by the Department.

**2.5.22** A Canteen Management Committee will be nominated by the Department to inspect the functioning of the Canteen with a view to ensure hygienic and satisfactory service. The Contractor would be required to use ISI/Agmark food grade products. In case repeated failures or lacunae are noticed by the Committee on the part of the contractor, the HOD and/or Chairman of the Canteen Management Committee may impose a fine of up to Rs.1,000/- on each occasion. In case eatables of expiry dates as mentioned by the manufacturer are sold by the Licensee, a penalty of Rs.1,000/- will be imposed for each default.

**2.5.23** In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Surety Money.

**2.5.24** The Department will provide space, free electricity and water. The Contractor will have to utilize their own equipment and utensils (other than available office facilities/materials/utensils).The expenses on LPG for the canteen services will be borne by canteen operators/contractors.

**2.5.25** For premature termination of the agreement, one month notice from the Department's side and three months" notice from Contractor's side shall be required in writing. The Contractor shall vacate the premises, if desired by the Department and shall handover the same to the Department along with all articles as may have been provided. The decision of the Competent Authority in the Department shall be final and will be binding upon the contractor.

**2.5.26** The successful bidder for the financial bids will be the lowest bidder who satisfies all the pre-qualification criteria and whose bid is the lowest on the basis of the grand total of all the mentioned items in Annexure-III.

**2.5.27** Storage /consumption of any alcoholic drink/liquor is strictly prohibited. The canteen shall not serve any such substances /drinking the canteen. Smoking consuming tobacco etc is also prohibited in the canteen premises.

**2.5.28** In case of any dispute of any kind and in any respect whatsoever, the decision of the Commissioner (G), JNCH, Nhava Sheva shall be final and binding.

**2.5.29** This office reserves the right to accept or reject any tender, even the lowest one without assigning any reason thereof. Further, this office reserves the right to scrap the entire tender which is consistent with respect to canteen services by this office. This office reserves the right to amend, rectify, alter or relax any conditions, mentioned above for this tender, without assigning any reasons.

**2.5.30** The Vendor shall comply with all instructions, verbal or in writing, given to him by the authorized official of the JNCH from time to time. The Vendor will take all proper actions immediately after getting communications from JNCH. The Vendor will attend or report to the authorized official or Administration Department of the JNCH immediately, as and when directed. The vendor or its authorized representative will personally attend any meeting or discussion as per instructions from JNCH.

**2.5.31** The Vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to JNCH will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to JNCH in divulging the information by the employees of the successful bidder, the JNCH shall be indemnified. The successful bidder

agrees to maintain the confidentiality of the JNCH's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the JNCH/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

**2.6 Statutory Compliance**:- The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

**2.7 Force "Majeure"** :- For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as: War / hostilities, Riot or civil commotion, Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes, Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the JNCH. ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify JNCH in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the JNCH in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

**2.8 Indemnity Clause**: - The Vendor shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter-alia during and after the contract period out of:-

- a) Any negligence or wrongful act or omission by the Bidder in connection with or incidental to this contract.
  - b) Any breach of any of the terms of this contract by the Vendor..
- The vendor will indemnify JNCH against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same.

**2.9 Termination**: -

**2.9.1**The JNCH without prejudice to any other remedy for breach of contract by the Vendor or in case of failure to discharge its obligation under this Tender/Contract or found guilty for breach of condition(s) of the contract negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent, by giving written notice of default, sent to the vendor, terminate this contract in whole or in part:

**2.9.2** If the vendor fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the JNCH.

**2.9.3** If the vendor fails to perform any other obligations under the contract and

**2.9.4** If the vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the JNCH may authorize in writing) after receipt of the default notice from the JNCH.

**2.9.5** Without any notice or on a notice period of maximum of 90 days.

**2.9.6** Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The JNCH may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

**2.10 USE OF CONTRACT DOCUMENTS & INFORMATION**:-

**2.10.1** The Vendor shall treat as confidential all data and information about the Tendering Authority, obtained in the execution of his responsibilities, in strict

confidence and shall not reveal such information to any other party without the prior written approval of the Tendering Authority.

**2.10.2** Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Vendor's performance under the Contract if so required by the Tendering Authority.

**2.10.3** The Vendor must act in good faith and at all times extend its fullest cooperation to the Department and its employees during the performance of the Contract.

**2.10.4** The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Contract without prior approval of the Department.

**2.10.5** The Vendor shall refrain from disclosing or publicizing to its clientele including past and prospective clients or to the public that it has provided Contract to the Department without prior approval of the Department.

**2.10.6** The Vendor shall not divulge to any person not authorized by the Department and shall not use for its own purposes, any information concerning the Department, its staff or the Contract which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Contract; strict confidentiality shall be maintained by the Vendor and its employees/agents in respect of the information provided by the Department to the Vendor. This confidentiality clause shall be applicable not only to existing employees of the Vendor but also to its employees involved in the project who may leave the service of the Vendor, and accordingly, it shall be the responsibility of the Vendor to ensure that any such employee also shall not divulge or use any such information for his/her own purpose; Violation of these terms and Conditions resulted into the Civil as well as Criminal liability against the Vendor and it's both types of employees (present and past) providing services.

**2.10.7** The Vendor shall have no authority to commit the Department to any additional costs, fees or expenses in connection with the Contract.

**2.10.8** The vendor shall report immediately to the Department any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

**2.10.9** The Vendor shall at all time refrain from showing the report/work in progress or the completed report/work to any person not duly authorized by the Department in writing.

**2.10.10** The Vendor at any time shall not show or submit report / work in progress or completed work report to any person / authorities except the person / Authorities duly authorized by the Department in writing, violation of this shall be civil and criminal liability on Vendor.

## **2.11 RESPONSIBILITIES:-**

2.11.1 Vendor shall be responsible for the following activities during the course of assignment:-

- a) Resource and contract Management as per Scope of the work
- b) Completion of the work / services / tasks as mentioned in the Scope of the work
- c) The Vendor shall appoint at the Commencement of the contract one of its representatives as a coordinator who shall act as a single point of contact with the Department during the conduct of the project.

## **2.12 FINANCIAL AND LEGAL LIABILITY:-**

**2.12.1** The Vendor shall be solely responsible for any financial issues arising out of the result of this Contract. Any financial loss to the Department due to faulty work as a result of this tender shall be sole responsibility of vendor and he has to fulfill all claims arising out of this problem.

**2.13 STANDARDS OF PERFORMANCE:-**

**2.13.1** The Vendor is liable to complete the work in accordance with the specification and approved standard according to various laws, Rules and Regulations.

**2.14 SUB CONTRACT:-**

**2.14.1** The vendor should not assign or sub contract the assignment or any part thereof to any other vendor.

**2.15 COMPLAINT REGISTER:-**

**2.15.1** The canteen contractor is required to keep a complaint Register in the canteen counter for registering complaints of the employees. The contractor is liable to implement the decisions given by the canteen management committee, failing which it will be construed as breach of contractual obligation.

**2.16 CASH BASIS:-**

**2.16.1** The contractor will sell all items strictly on cash basis and he will collect the same from the employees. The Department would not be responsible for payment of any dues for credit offered by him to the employees.

**2.17 THE PREMISES:-**

**2.18.1** The premise of the canteen is the property of the department. Vendor will not claim the right to possession of canteen premises, either during the contract period or any time on completion of the contract. The vendor should give an undertaking in writing to this effect.

**3. FACILITIES TO BE GIVEN TO THE CONTRACTOR FOR RUNNING THE CANTEEN CONTRACT:-**

**3.1** The department will provide sufficient canteen space approximately 2000square feet with water and electricity free of cost.

-sd-

(EISHVARYESH BHARDWAJ)  
DEPUTY COMMISSIONER (GENERAL)  
JNCH, NHAVA SHEVA.

**ANNEXURE II**

1	Whether Earnest Money deposited or not.	
2	Tender offer form duly filled In	
3	Name(s) of the proprietors/directors	
4	Bidders Authorization Certificate	
5	Self Declaration for unblemished record (Notarized affidavit)	
6	Details of Bidders	
7	Copies of Certificate of Shop & Establishment	
8	Performance statement along with necessary documents	
9	GST & Service Tax Registration No.	
10	Permanent Account No. of the firm (PAN)	
11	Copy of ESI certificate	
12	Copy of Provident Fund Number allotted by Regional Provident Fund Office.	
13	Copy of ISO 22000 Certificate.	
14	Copy of MLWF (Maharashtra Labour Welfare Fund ) registration	
15	Copy of Food license from health Department	
16	Copy of ISO 9001 Certificate.	
17	Copy of ISO HACCP Certificate.	
18	Copy of professional Tax registration Certificate	
19	Copy of Balance sheet for last 3 financial years/Turn over certificate from C.A.	
20	Proof of experience for 3 years with more than 30 employees	
21	Copies of its audited financial statements for past three years (i.e. 15-16,16-17,17-18/18-19)	

Signature with date \_\_\_\_\_

Name of the firm \_\_\_\_\_

Seal \_\_\_\_\_

(All columns must be filled)



**ANNEXURE-III**

**LIST OF ITEMS ALONG WITH RATE**

<b>ITEM</b>	<b>Quantity (Gms/Mls)</b>	<b>Rate</b>	<b>ITEM</b>	<b>Quantity (Gms/Mls)</b>	<b>Rate</b>
<b>LUNCH ITEMS</b>			<b>LUNCH BHAJI ITEMS</b>		
VEG THALI (Rice Roti,,Dal,Sabji, Raita,Salad)	600		ALU SIMLA	150	
VEG SPL. LUNCH(Rice Roti,,Dal,Sabji+ Special Sabji like paneer/rajma, Raita,Salad, Sweets)	750		ALU CAULIFLOWER	150	
VEG BIRYANI	400		BHENDIL DRY BHAJI	150	
VEG PULAV	400		GOBI BHAJI	150	
JEERA RICE	400		ALU METHI	150	
MASALA RICE	400		MIX VEG BHAJI	150	
GREEN PIECE PULAV	400		PAV-BHAJI (2 PAV)	225	
TAVA PULAV	400		PURI BHAJI	225	
LEMON RICE	400		DAL RICE WITH PAPAD	250	
PALAK RICE	400		PANEER MASALA	150	
VEG FRIED RICE	400		<b>SPL. BHAJI ITEMS</b>		
<b>NON-VEG ITEMS</b>			CHANA MASALA	150	
CHICKEN BIRYANI	400		ALU MUTTER	150	
EGG BIRYANI	400		CHAWALI MASALA	150	
CHICKEN MASALA	150		BHENDI MASALA	150	
EGG MASALA	150		VEG KHURMA	150	
OMLET SINGLE	1egg		ALU PALAK	150	
OMLET DOUBLE	2 egg		<b>SANDWICH ITEMS</b>		
EGG BHURJI SINGLE	1 egg		VEG SANDWICH	2 slices	
EGG BHURJI DOUBLE	2 egg		VEG TOAST SANDWICH	2 slices	
<b>SNACKS ITEMS</b>			BREAD BUTTER	2 slices	
MASALA DOSA	200		TOAST BUTTER	2 slices	
SADA DOSA	150		JAM BREAD	2 slices	
TOMOTO OMLET	200		<b>SWEETS</b>		
MASALA UTTAPA	200		GULAB JAMUN (2Pc)	2Pc	
MENDU WADA SAMBAR	100		JEELEBI (4 NOS)	4 nos	
BATATA WADA	100		SABUDANA KHIR	100	
IDLI SAMBAR	125		GAJAR KA HALWA	100	
MISAL PAV	125		<b>SOFT DRINKS</b>		
PUNJABI SAMOSA	7 5		LASSI	200	

UPMA	150		BUTTER MILK	200	
CHANA POHA	150		DAHI	200	
RAGADA PATTICE	150		FRESH LIME JUICE	200	
SABUDANA KHICHDI	150		<b>TEA/COFFEE</b>		
BREAD PAKODA	150		SPECIAL TEA	200	
VEG CUTLET	150		NORMAL TEA(HALF)	100	
ONION BHAIYA	150		NORMAL TEA (FULL)	200	
GOBI PAKODA	150		COFFEE(HOT/COLD)	200	

Signature With date

Name of the firm

Seal

NOTE: The successful bidder for the financial bids will be the lowest bidder who satisfies all the pre-qualification criteria and whose bid is the lowest on the basis of the grand total of all the above mentioned item

