



**INDIAN MARITIME UNIVERSITY
MUMBAI PORT CAMPUS**

**TENDER FOR PROVIDING
"CATERING SERVICES"**

at IMU Mumbai Port campus, Hay Bunder Road

TENDER NO - IMU/MPC/2018/CANTEEN/03

VOLUME – I

TECHNICAL BID

Cost of Tender Form : Rs.1000.00 + GST 18%
Issue of Tender Document : 01.05.2018
Last Date for Submission : 15.00 hrs on 22.05.2018
Date & Time of Opening : 15.30 hrs on 22.05.2018

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INDIAN MARITIME UNIVERSITY
Mumbai Port Campus, Hay Bunder Road
Mumbai - 400033

TENDER NO. IMU/MPC/2018/CANTEEN/03
TENDER FOR PROVIDING "CATERING SERVICES" AT
"IMU-MUMBAI PORT CAMPUS"

1. TENDER ABSTRACT

<u>S. No.</u>	<u>Subject</u>	<u>Remarks</u>
1	Name of the work & tender No.	Tender for providing Catering Services to Indian Maritime University, Mumbai Port Campus for the year 2018 Tender No. IMU/MPC/2018/CANTEEN/03
2	Tender document cost	Rs.1,000/- + GST 18% =1180/-
3	Earnest Money Deposit (EMD)	Rs 1,88,000/-
4	Pre-Bid meeting schedule	15.05.2018 at 03:00 PM Venue: Director's Chamber IMU-Mumbai Port Campus
5	Last date to submit bids	22.05.2018 up to 03:00 PM
6	Date of Technical bids opening	22.05.2018 at 03:30 PM
7	Address to submit bids	THE DIRECTOR (I/C), INDIAN MARITIME UNIVERSITY, MUMBAI PORT CAMPUS, HAY BUNDER ROAD, MUMBAI-400033
8	Contact person for clarification	Shri Harish Upadhya Deputy Registrar (Admin) Contact No: 022-23737020 Email: dradmin.mumbaiport@imu.ac.in

**INDIAN MARITIME UNIVERSITY
(A central University, Govt. of India)
Mumbai Port Campus,
Mumbai - 400033**

TENDER NO. IMU/MPC/2018/CANTEEN/03

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

2. General Rules and Directions for the Guidance of the Tenderers

SCOPE OF TENDER

OBJECTIVE

IMU Mumbai Port Campus is inviting tenders for providing "Catering services" at IMU Mumbai Port Campus in Hay Bunder Road to provide catering services to campus students with high quality.

Sealed Tenders are invited in two cover format from the eligible caterer for the above proposal.

QUALIFICATION CRITERIA

The eligible bidder has to satisfy the following conditions

- 1.** The Bidder should have been in the business of providing catering services for Educational Institutions/ Public Sector Undertakings/ Government offices/ corporate sector **since January 2013 or earlier i.e. minimum 5 years of experience.**

[*Mode of Proof:* Copy of Purchase Order/Contract agreement/ any other relevant document showing that the Bidder had conducted a similar business since January 2013 or earlier].

- 2.** The Bidder should have been in the business of providing high quality catering services for Educational Institutions/ Public Sector Undertakings/ Government offices/ corporate sector **since January 2015 or earlier i.e. minimum 03 years of continuous experience.**

[*Mode of Proof:* Copy of Purchase Order/Contract agreement/ any other relevant document showing that the Bidder had conducted a similar business since January 2015 or earlier].

3. The bidder should have satisfactorily completed similar catering service works of values as listed below during the last 3 Years Three catering service works each costing not less than 40% of the present estimated cost to the strength not less than 200 persons in Universities / Institutes / Colleges / PSU/ Corporate Sector etc. (or)

b) Two catering service works each costing not less than 50% of the present estimated cost to the strength not less than 250 persons in Universities / Institutes / Colleges / PSU/ Corporate Sector; (or)

One catering service work each costing not less than 80% of the present estimated cost to the strength not less than 400 persons in Universities / Institutes / Colleges / PSU/ Corporate Sector
[Mode of Proof: Copy of Purchase Order / Contract agreement proving 'Award of Work'/ Copy of Completion Certificate/ Final Invoice/ Letter indicating return of Security Deposit for proving satisfactory 'Completion of Work']. The bidders to fill the details regarding similar orders as per

4. The firm should have annual turnover of Rs.10 lakhs in each year during the last 03 financial years (i.e. period ending on 31st March 2018).

[Mode of Proof: Copy of Profit & Loss Account of the company for each of the 3 years authenticated by a Chartered Accountant (or) Copy of Income Tax return for each of the 3 years authenticated by a Chartered Accountant].

5. The Bidder should NOT have been debarred or blacklisted by any government department/agency in the past 3 (three) years on account of fraudulent or corrupt practices or inefficient/ineffective performance.

[Mode of Proof: Self declaration in the format prescribed].

6. Proof of establishment of firm as per eligibility conditions.

7. Copy of Income Tax Returns for the last three financial year.

The Bidder should produce latest solvency certificate of not less than 50% of the estimated annual turnover i.e. not less than Rs 5,00,000/- (Rupees Five Lakhs only) from any Nationalized or scheduled bank.

[Mode of Proof: Solvency certificate issued by the bank].

The Bidder must possess **ALL** the 5 Qualification Criteria. If the firm does not possess even one of these, it shall stand disqualified and the

bid will not be taken up for evaluation. The details of services provided as stated above may be furnished in the Technical Bid of the tender document in the proforma prescribed therein.

EARNEST MONEY DEPOSIT

The bidder shall have to pay the Earnest Money Deposit of **Rs. 1,88,000/-** in the form of Demand Draft drawn in favour of Indian Maritime University, Mumbai Port Campus on any Indian Nationalized Bank/ scheduled bank, enforceable and en-cashable at Mumbai and enclose the same along with the Technical Bid (Volume – I). Tenders not accompanied by EMD will be rejected. However, the firms having valid NSIC/MSME certificates may be exempted from payment of EMD & Tender fee upon production of valid certificate mentioning the exemption.

- a. The EMD will be refunded to all tenderers within a period of two months after finalization of the award of contract.
- b. The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid.
- c. The EMD will be forfeited in the following cases:
 - a). If the tenderer withdraws the tender after opening; and
 - b). If the successful tenderer fails to submit the Security Deposit within 10 days from the date of issue of Work order.

VALIDITY

The tender shall be valid for a period of **120 Days** from the last date for submission of the tender.

SALE OF DOCUMENT

The Tender Document can be purchased on payment of **Rs.1,000 + GST** (Non refundable) by DD drawn in favour of Indian Maritime University, Mumbai Port Campus, Mumbai on any Nationalized Bank/ Scheduled bank encashable at Mumbai, on all working days **between 1000 hrs and 1600 hrs from 01.05.2018 to 22.05.2018, from the Office of Deputy Registrar (Admin)** in the IMU Mumbai Port Campus, Hay Bunder Road, Mumbai-400033. The tender documents are not transferable. The Tender document can also be downloaded from the IMU website www.imumumbai.com and to be submitted along with the document fee of **Rs.1,000 + GST 18%** (Non refundable) through D.D. drawn in favour of **Indian Maritime University, Mumbai Port Campus**, Mumbai on any Indian Nationalized Bank enforceable and encashable at Mumbai. If such downloaded tender documents are submitted without the document fee of **Rs.1,000 + GST** such a tender will be rejected. No cash payment will be accepted for issuing tender document.

SUBMISSION

The Tender shall be submitted in tender box which will be placed at the office of the Deputy Registrar (Admin), addressed on the envelop to **THE DIRECTOR, INDIAN MARITIME UNIVERSITY, MUMBAI PORT CAMPUS, HAY BUNDER ROAD, MUMBAI-400033 up to 1500 hrs on or before 22.05.2018.**

PRE-BID MEETING SCHEDULE

The Indian Maritime University, Mumbai Port Campus has also scheduled a **pre-bid meeting on 15.05.2018 at 03:00 PM in Director's Chamber** to facilitate the bidders. The firms interested to bid must attend the pre-bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work and about the campus, before offering their quote. It must be noted that attending pre-bid meeting is compulsory to bid/participate in this tender. Any firm which fails to attend the meeting as per above schedule shall be ineligible to quote for this tender.

A bidder requiring any clarification regarding the tender document may notify in writing to the address mentioned in the invitation of tenders or may send an e-mail to dradmin.mumbaiport@imu.ac.in

IMU will respond to any request for clarification, received two days prior to the deadline for submission of tenders.

Amendment to Tender Documents

At any time prior to the deadline for submission of tenders, IMU Mumbai Port Campus may, for any reason, suo motu or in response to a clarification by a prospective bidder, modify the tender documents by issuing amendments (addenda / corrigenda etc.)

Any amendments thus issued will be hosted on the website **www.imumumbai.com** up to two days prior to the last date specified for submission of the bids. All the bidders who have downloaded the Bid Document shall verify if any such amendments have been issued by IMU, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the

amendment(s), if any, shall be binding on the Bidder. No separate notice / intimation of amendments will be sent to those who have downloaded the document from the web or who bought tender documents from IMU prior to the date of amendment. The firms interested to bid must attend the pre-bid meeting as per the above schedule in order to acquaint themselves of the requirement of the work and about the campus, before offering their quote.

OPENING DATE

The Technical bids will be opened in the presence of authorized representatives of the bidding firms at **15:30 hrs on 22.05.2018** in the IMU Mumbai Port Campus, Hay Bunder Road, Mumbai- 400033.

CHANGES / UPDATION

Any changes and updations in the tender document will be displayed in the website only.

CLARIFICATION / INFORMATION

Any clarification / Information can be obtained from the Deputy Registrar (Admin) Mumbai Port Campus during working days.

INSTRUCTIONS TO TENDERERS

Sealed tenders are invited by IMU Mumbai Port Campus in Two Cover format from the Firms / Caterers to provide high quality food at IMU Mumbai Port Campus.

The Price bids shall be exclusive of GST as may be applicable from time to time. Any claim for any extra payment on any occasion shall not be entertained. Bidders are required to furnish GST Registration Certificate and the tender is to be submitted with their GST Registration number and bidder shall have to enclose a self-certified copy of GST Registration Certificate. It is explicitly made clear that even if the prices of material/labour goes up or for any reason and the cost of the project work increases, the University shall not be liable to pay any additional sum to the contractor on that account. All statutory payments of Govt. duties such as ESIC/EPF etc. have to be borne by the contractor. It may kindly be noted that IMU-Mumbai Port Campus GST Registration no. is **27AAAI2610K2ZW** No escalation in prices is allowed for whatsoever reason.

The Tenderer shall give an undertaking that he will comply with all conditions in the tender document and sign each page of the price schedule with seal.

The completed tenders shall be submitted in single sealed envelope Superscripted "Tender for Catering contract at IMU Mumbai Port Campus".

COVER-1- Technical bid

COVER-2 – Price bid

The tenderer's shall seal the Technical-Bid and Price-Bid in separate envelopes (Cover-1 and Cover-2) duly marking the envelopes as "**Cover-1-Technical Bid**" and "**Cover-2 – Price Bid**".

The two envelopes along with the covering letter, EMD, Power of Attorney, if any shall then be sealed in an outer envelope. The envelope shall contain the following:

Outer Envelope

- (a) Covering Letter;
- (b) Earnest Money Deposit;
- (c) Sealed Cover –1; and
- (d) Sealed Cover – 2

Cover–1 – Technical Bid

- a. Duly filled in Tender-Documents with relevant details and complete in all respects. (Except price schedule)
- b. Proof of establishment of firm as per eligibility conditions
- c. Copy of Income Tax Returns for the last three financial years duly attested by the Tenderer's Chartered Accountant.
- d. Proof for the work executed as per the eligibility criteria clause.
- e. Self certification regarding status of black listing of firm.
- f. Copy of Registration Certificate of IT, PAN, ESI, EPF, GST etc.
- g. The firm should have annual turnover of Rs.10 Lakhs in each year during the last 03 financial years (i.e. period ending on 31st March 2018).

Cover –2 – Price Bid

PRICE BID/COVER duly filled in (both in figures and words).

The sealed outer envelope of Tender-bids shall be addressed To:

**THE DIRECTOR (I/C)
INDIAN MARITIME UNIVERSITY
MUMBAI PORT CAMPUS
HAY BUNDER ROAD
MUMBAI – 400 033.**

All communications with regard to this tender to be addressed to the **above** address only.

The completed tenders should be submitted before **1500 hrs on 22.05.2018** at the above address

The IMU, in exceptional circumstances, and at its sole discretion, may extend the tender due date by issuing a corrigendum.

The tenders will be opened in the presence of the representatives of the tenderers who choose to attend the tender opening (The maximum number of representatives attending the technical bid opening to be limited to 01 person) at **1530 hrs on 22.05.2018 at the INDIAN MARITIME UNIVERSITY, MUMBAI PORT CAMPUS, HAY BUNDER ROAD, MUMBAI- 400033**

The offer will remain valid for a period of 90 days from the date of opening of tender. If required, the validity shall be extended for further period by mutual consent.

IMU reserves the right to cancel or withdraw the tender any time. IMU also reserves the right to reject any or all tenders without assigning any reason.

It must be clearly noted that mere quoting the lowest rates shall not be the sole criteria for award of the contract. The tender will be awarded to the firm which satisfies the technical and quality parameters as specified in the tender document and capable to provide the services as per the menu for catering and in addition quotes the lowest rates among all the eligible bidders.

IMU will inform the unsuccessful tenderers for refund of EMD.

SECURITY DEPOSIT

Within 10 days from the date of issue of work order, the successful tenderer shall furnish a security deposit in the form of Demand Draft or Bankers Cheque drawn in favour of **Indian Maritime University, Mumbai**, for a value of 10% of the contract price and take over the work. The DD/BC should be issued by any nationalized/ scheduled bank payable at Mumbai, for the due fulfillment of the contract.

FORM OF TENDER

NOTE: This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender.

To

**THE DIRECTOR,
INDIAN MARITIME UNIVERSITY
MUMBAI PORT CAMPUS
HAY BUNDER ROAD
MUMBAI – 400 033.**

Sir,

Being duly authorized to represent and act on behalf of hereinafter called "the tenderer" and having visited the sites and examined Terms and Conditions of Contract, Instructions to the Tenderers, Schedules and Bill of Quantities for the Menu of Tender for "**CATERING SERVICES CONTRACT AT INDIAN MARITIME UNIVERSITY, MUMBAI PORT CAMPUS (2018)**" ; and

1. I / We offer to execute the work in conformity with the terms and Conditions of this tender/contract.
2. I / We undertake, if our Tender is accepted, to do the catering contract for the periods specified in this Schedule.
3. If my / our tender is accepted we will furnish a Security Deposit within 10 days of receipt of work order through a Demand Draft or Bankers Cheque from Nationalized Bank or a Scheduled Bank in India approved by Government of India for a sum equivalent to 10% of the value of contract of any Nationalized Bank or Scheduled Bank in India as Security deposit for the due performance of the Contract.

4. I / We agree to abide by this Tender for a period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of **120 days** or such extended period as mutually agreed upon, the IMU shall be at liberty to forfeit the Earnest Money deposited by us.

5. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

6. (i) We understand that the IMU reserves the right to,

a) Amend the scope of tender and value of contract under this work

b) reject or accept any tender including the lowest, cancel the tender process and reject all tender.

(ii) We agree that the IMU will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.

7. If our Tender is accepted as a whole or as individual components, we understand that we are held fully responsible for the due performance of the Contract.

We have furnished Earnest Money in the form of Demand Draft issued bypayable at Mumbai in favour of the INDIAN MARITIME UNIVERSITY, Mumbai Port Campus Mumbai- 400033 for an amount of Rs..... (Rupees.....). If our tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 10% of the Contract value, or refunded on production of a Security deposit as contemplated in the relevant clause for an amount equivalent to 10% of the contract value with the good and sufficient

services as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.

8. We agree to execute the catering contract referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.

SIGNATURE.....

FOR AND ON BEHALF OF.....

.....

DATE

Witnesses:

1. Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address

TERMS AND CONDITIONS

01. The Tender documents issued to tenderers are not transferable.

The covers should be addressed to the Director, Indian Maritime University, Mumbai Port Campus, Hay Bunder, Mumbai 400 033. At the bottom of the covers, full name and address of the tenderer should be furnished.

02. The covers containing the tender offer, duly sealed should be sent by RPAD/ by courier / by person. No tender shall be sent by ordinary post or through email.
03. The Technical Bids will be opened by a Committee nominated by the Director. The Technical Bids will be evaluated and bids which do not satisfy the stipulated conditions/ do not contain full information and documents called for will be rejected.
04. The date and time of opening of price bid shall be intimated to the eligible tenderers in advance through e-mail/telephone call only.
05. Rates should be quoted for the menu as per the schedules enclosed.
06. The Tenderer shall be an Indian citizen and shall possess adequate previous experience in undertaking catering service of high quality, in providing catering services.
07. (a) The quality of food / snacks/ eatables supplied shall be of good quality, hygienic in nature and the service should be to the fullest satisfaction of the University and the participants. Food should always be fresh and hot.

(b) The quantity of food items / soft drinks, coffee, tea should be confirmed to weightments / conform to the shelf life limits wherever indicated.
08. As the students / officials from all over India and abroad will be studying / working in the University, it should be possible for the tenderer to prepare the food so as to suit the different tastes of participants / students etc.

10. Arrangements of chairs / tables, etc. in the dining hall and the surroundings shall be maintained in clean hygienic and pleasant manner. These are to continue throughout the said contract period. The kitchen and the dining hall shall be kept clean and hygienic and free from all insects at all times.
11. The bearers engaged by the Contractor should be in neat Uniforms during service and wear neat gloves and proper head gear and apron while serving food.
12. The Indian Maritime University will offer the following facilities for running the canteen.
 - a) The contractor shall make available all other modern Kitchen equipment, Dining Tables, Chairs, serving buffet tables and washing room. serving dish cutleries, bread toaster in each dining hall and any other equipment required to provide continuous services at his own expenses.
13.
 - (i) Though a daily menu is indicated, subject to demand it may be modified by the Indian Maritime University.
 - (ii) The same type of vegetable should not be used for preparation of vegetable curry / Fry on more than three occasions in a week.
 - (iii) Vegetable pulav/vegetable Briyani should be prepared of Grade 1 Basmati rice.
 - (iv) White rice should be of Sortex variety.
 - (v) Bread: Modern bread/ Spencer bread/Hot bread to be used.
 - (vi) For preparing Vegetable pulav/ Vegetable Briyani, good vegetables are to be used. Atleast four English vegetables like green peas, carrot, cauliflower, beans, should be used along with other vegetables.
 - (vii) Sweets should be of quality of Gupta sweets/Balaji sweet/ Radhe Syam.
 - (viii) Ice cream (100 ml cup- Medium) should be of leading brands like Arun, Kwality Walls, Amul or Mother Dairy only.
 - (ix) Chappathi, Poori should be made of wheat flour of good quality only. Maida flour should never be used under any circumstances.

- (x) Wherever vegetable Curry/ Mixed Veg. is mentioned, fresh vegetables are to be used and the same type of vegetables should not be repeated more than 3 times in a week. Violation of this will warrant imposing of penalty.
- (xi) The items should be served warm except ice cream, sweet etc.
- (xii) Seasonal fruits supplied should be of good quality without black mark. The size of the fruits should not be small.
- (xiii) Curd should be fresh and tin curd should not be used.
- (xiv) Butter should be of Datsun /Amul variety.
- (xv) The Non-Vegetarian food should always be fresh in nature and must not be drawn from cold storage.**
- (xvi) **Quantity of items served should be unlimited.** The Quantity indicated in the schedule is the minimum Quantity, except for Non Vegetarian items, Sweets and Ice cream.
- (xvii) Only Refined oil (Sunflower/ Gingley/ Ground nut/ coconut) of ISI certification/FPO/Agmark is to be used.
- (xviii) Fresh batter to be used for preparation of Parotta, Idly, Dosa, Oothappam etc.
- (xix) Left over Sambar, Rasam etc. should not be carried to the next session of service.
- (xx) Separate vessels, spatula, spoons etc. should be used for vegetarian and non- vegetarian cooking.
- (xxi) The packed items i.e. water bottle, Chips, Biscuits etc. where MRP is mention on the cover should be given at a discount of minimum 5%.

14. GUEST ROOMS/SPECIAL MEETINGS:

The Contractor shall also be required to supply whenever called upon on special occasions to prepare lunch/ snacks/ coffee/ tea as special items for functions, meetings etc. at the approved rate. The Contractor shall also be required to provide bed coffee, breakfast, lunch and dinner to occupants of guest house and snacks and coffee/ tea in the evening to course participants on specific requests at the approved rate.

It must be clearly noted by the contractor that the occupants in the Guest House are special guests or dignitaries or top officials of Indian Maritime University and the services to be provided in the guest house must be of high quality. Special care must be taken to prepare the food for the guest house and arrangements are to be made by the contractor in the guest house itself to serve the food hot. Sufficient manpower is to be provided to take care of the occupants in the guest house. No deviation or compromise in the services for guest house will be tolerated by Indian Maritime University.

15. PAYMENT TERMS AND CONDITIONS :

The Contractor shall claim bills with regard to the actual number of lunch/ snacks/ coffee/ tea/ dinner supplied on any particular day. The bills of the contractor after verification shall be settled within a maximum of 15 working days from the date of claim.

16. (a) The Catering contract at IMU is for a period of one year from the date of award of contract. The successful bidder will be awarded contract to run canteen at IMU initially for a period of one year and if the University is satisfied with the quality and quantity of the food supplied by the contractor, then only the contract may be extended for further period of maximum two years (on year to year basis) on mutual consent. The rates, terms and conditions for such extended period will remain same.
- (b) The Contract is liable to be terminated at any time during the validity of the contract period by the University, if the supply of the food and eatables quality/quantity and quality of service are not to the satisfaction or for any other compelling administrative reason. The security deposit paid by the contractor shall be forfeited in full, when the contract is terminated under the circumstances specified above.
17. In case of deficiency in service, IMU is empowered to levy suitable penalty. In the event of failure to cater/ render services at the fixed hours or to supply food and other eatables to the satisfaction of the Director or his nominee(s), or the participants, action will be taken by the Director for the catering to be done by other agencies and the difference in cost, if any, incurred over and above the agreed rates shall be recovered from the Contractor. Besides incurring the liability, the contract is also liable to be terminated for the remaining period. The Director's decision with regard to the termination of the contract shall be final and binding.

18. Food poisoning under any circumstances cannot be tolerated by IMU and the Contract is liable to be terminated. The security deposit paid by the contractor shall be forfeited in full, when the contract is terminated under the circumstances specified above
19. The Contractor shall make his own arrangements for providing Solid Fuel / Heating System in the dining hall to keep the food hot/ warm. Except ice cream and items which cannot be served hot all other item(s) should be warm and served hot.
20. The Contractor shall provide catering services as given in the menu annexed. The cost includes fuel cost, procurement of rice & provisions and vegetables of good quality and other items. Further, the cost of these raw materials shall be inclusive of loading and unloading, transportation, storage at dining hall premises, statutory taxes including GST, TDS and all other levies (existing and which may be imposed from time to time) for which no additional cost is payable or reimbursable by the University.
21. The Contractor should not use kitchen or other rooms for preparing food or snacks for any other client or customer. He shall not use facilities in Indian Maritime University for any other client.
22. Senior Personnel of the Contractor should visit the kitchen atleast once in a week to monitor the functioning of the canteen and discuss with the authorized officials regarding complaints/ requirements, etc.
- 23. The employees of the Canteen contractor should undergo full medical checkup in the hospital identified by Medical Officer of IMU atleast once at the Contractor's cost. It is suggested that the employees of the contractor must be deployed only after the medical checkup in the hospital identified by MO of IMU within three months of deployment at IMU. In so far as the cooks are concerned, apart from undergoing the medical checkup mentioned, they must be free from any contagious diseases at all times.**
24. Good cooks should be available with the caterer. One canteen managers and sufficient number of experienced cooks with specialization in preparing North Indian, South Indian & Continental food along with vegetarian & non vegetarian items shall be present at each primary location all the times when supply

timings are in operation. However, the requirements mentioned in this clause and under clause 22 above are purely indicative and minimum requirements, the bidder must assess the actual requirement and if the situation so warrant, more numbers may be engaged to maintain the best services for the University.

25. Electricity charges and Water Charges will be collected at actuals for the kitchen and store room areas.
26. Gas charges have to be borne by the Contractor.
27. The Contractor should provide a minimum no. of 04 cooks (inclusive of Chief Cook) and 05 nos. of cook helpers per day.
28. The employees of the caterer should wear proper uniform and smoking, consumption of Alcohol in the canteen strictly prohibited.
29. The Contractor should provide paper napkins for the course participants during breakfast, lunch, dinner and two coffee sessions.
30. All Provisions should be of good quality with ISI/FPO/Agmark labelling. They should be purchased from reputed Wholesale Dealer(s) or Co-operative Super Market /Departmental store.
- 31. The Staff, Supervisor of the catering contractor shall not be entitled to any accommodation in the campus.**
32. The successful bidder will have to execute an agreement on Rs.100/- non-judicial stamp paper. Till such time the agreement is executed, the initial work order along with the complete tender document shall act as an agreement and will be a legal binding on the successful bidder.
33. (i) The contractor shall submit a list of all staff engaged by him for service at IMU along with addition/deletion every month. He should ensure payment of wages and other applicable benefits to his employees as per the statutory rules in force. The proof of payment of salary, payment of PF, ESI etc. has to be provided to IMU for verification every month. The bills shall not be processed, if the payment of salary, contribution to PF, ESI etc. is not made and produced along with the bills every month.

(ii) The contractor should produce certificate of all their employees issued by their respective Native place police station or local police

station informing that the employees employed by the canteen contractor are free from criminal/crime/vigilance cases against their employees. The employees of the contractor who are deployed after production of the above certificate should be produced within three months of deployment at IMU.

- (iii) In extreme case, the IMU reserves the right to deduct the agreed wage component payable by the contractor for default of payment and ensure payment to workers.
- (iv) The contractor shall meet all the requirements / benefits under statutory laws towards his employees.
- (v) IMU shall not be responsible for claim / damage incidental to/arising out of any work towards the execution of contract other than the agreed rates and the contractor is fully responsible for all the activities including dealing with any statutory authority.

(vi) PRICE BID EVALUATION AND DETAILED CRITERIA FOR AWARDING THE CATERING CONTRACT :

The Price bid of the technically qualified firms shall only be considered for evaluation. However the number of students/ participants attending courses fluctuate from time to time, but the **number of persons** to be served shall be approximately in the following range:-

Sl. No.	Item/ Occasion	IMU Mumbai Port Campus	
		Students	Staff
1	Morning Coffee/Tea	300	00
2	Breakfast	300	10
3	Midmorning coffee/tea and snacks/assorted biscuits (for staff)	400	30
4	Lunch	400	40
5	Afternoon tea & snacks	400	40
6	Dinner	300	10

In addition to this, the number of special occasions shall be tentatively as follows:

***The rates for the service listed above for the approximate numbers indicated shall also be the criteria for evaluation of the tender price bid. The L-1 firm shall be decided by considering all the above parameters. However, the figures are tentative and subject to upward or downward revisions of approximately 10-15%.**

34. **PENALTY CLAUSE:**

Failure to supply food in terms of quality, quantity and as per the Menu indicated in Schedule will attract penalty. For not adhering to contractual conditions, the IMU shall be free to impose monetary penalty as deemed fit on the caterer. Penalty imposed shall be adjusted against payment due to the caterer.

- a. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a penalty of Rs.2,000/- on each occasion will be imposed.
- b. If poor quality of rice, other key ingredients like dhal grams etc. is used for preparation of meals, idly and dosa, a penalty of Rs.2,000/- on each occasion will be imposed.
- c. Oil once used should not be reused. If reuse of oil is found, penalty of Rs.5,000/- on each occasion would be levied and the contract is liable to be terminated.
- d. Items like Aji-no-moto, Baking soda, coloring items etc. are banned and they should not be used. If they are found in the kitchen premises penalty of Rs.5,000/- on each occasion will be imposed.
- e. Kitchen should be kept clean. If it is not kept clean, a penalty of Rs.5,000/- on each occasion will be imposed.
- f. The wash areas should be kept clean and the kitchen waste should not be allowed into the drain and **if there is any block in the drainage line due to kitchen waste or plastic wrappers or any other item, penalty of Rs.5,000/- will be imposed on each occasion. The Contractor will be fully responsible and shall take care that the drainage line from kitchen to manhole and nearby area is never chocked.**
- g. The Kitchen waste should be properly segregated as bio- degradable and non-degradable waste in closed Dust bins and to be disposed on their own.

- h. If there is any deviation in the approved Menu as per Schedule, a penalty of Rs.5,000/- on each occasion will be imposed.
- i. Plastic cups should be avoided and paper cups/steel glasses only to be used for coffee / tea for the students / participants. A penalty of Rs.5,000/- on each occasion will be imposed if plastic cups are used.
- j. For damages caused by the caterer to the kitchen equipments, vessels and other items supplied by the University, the cost of the new equipment will be recovered.

As nominated by the Director, the Deputy Registrar (Admin) shall be the Competent Authority with regard to imposition of Penalty. The caterer may appeal to the Director for reduction / waiver of penalty. The decision of the Director shall be final.

- 35. The tenderers should submit their tender, totally in line with the terms and conditions specified in the tender document. Any offer, with any deviation or with conditions prescribed by the tenderers shall be rejected.
- 36. Indian Maritime University, reserves the right to either reject any tender or to accept them in part with modification, if any, without assigning any reasons thereof.

GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretations.

In the Contract (as hereinafter defined), the following expressions shall have the meanings herein assigned to them except where the context otherwise requires: -

- I. **IMU, MPC-** means the Indian Maritime University, Mumbai Port Campus as constituted under the Act Parliament (22/2008), represented by its Vice Chancellor/ Director and as amended from time to time.
- II. "Employer/IMU" means the Indian Maritime University as constituted under the Act Parliament (22/2008), represented by its Vice Chancellor/ Director and as amended from time to time acting through its Director, Deputy Registrar or any other officer nominated by the IMU
- III. "Tender" means the valuer's priced offer to employer for the execution of the assigned service in all accordance with the provisions of the contract, as accepted by the of acceptance award letter.
- IV. 'Contractor' means the person or persons, firm or company whose tender has been accepted by IMU.
- V. 'Contract' means the general and special conditions, price schedule, priced bill of quantities, tender documents and Contract agreement.
- VI. 'Contract Price' means the amount quoted in the tender subject to such conditions thereto or deductions there from as may be made in the provisions hereinafter contained.
- VII. 'Campus' means the lands and the other places on/under/in/of under the control of IMU.
- VIII. 'Work' means the services to be performed by the Contractor in accordance with the terms and conditions of the Contract under the relevant schedules.

General Conditions

The Contract:

The Contractor shall perform the work under this Contract in accordance with the Terms and Conditions as set-forth in the Tender-documents.

Period of Contract:

The Period of Contract shall be initially for **One Year** commencing from the date of the issue of the work order. Further renewals shall be subject to the conditions stipulated in the tender document.

Man-Power:

The works covered under the Scope of this Tender shall be carried out by qualified and experienced personnel in the relevant trade (skilled cooks).

Mode of Payment.

Payment under this contract would be made as follows:

The Contractor shall pay all taxes including GST and other charges imposed by law or by any other statutory or legal authority in respect of its contractual obligations that are required to be performed under the Contract. The Contractor shall comply with all applicable statutory requirements under law and shall be liable to compensate IMU for all legal consequences that may be fastened on IMU consequent to any infringement of any of the Contractor's contractual and/or statutory obligations. The contractor will be paid on monthly basis on submission of the bill as per payment terms mentioned in the tender document.

Resolution of Disputes

- (i). Any dispute or difference or claim of any kind whatsoever between IMU and the Contractor arising in connection with or out of his contract; its execution whether during the execution of Contract or upon expiry; or whether before/after the determination, abandonment or breach of Contract ("the Dispute") shall in the first instance be amicably resolved through good faith negotiations between the Parties within a period of

10 days from the date of service of notice on the other Party regarding such Dispute.

- (ii). Should any of the following events occur and/or continue, IMU may, by a written-notice to the Contractor, suspend either in whole or in part, payments that are to accrue to the Contractor under the Contract.
- (iii) Any other situation that has arisen which, in the reasonable opinion of IMU, interferes or threatens to interfere-with the successful execution of the services or achieves the purpose for which this Contract has been executed.

Termination of the Contract by IMU:

- (i) IMU Mumbai Port Campus may by a written notice to the Contractor, terminate the Contract if any of the conditions of default should continue for a period of fifteen (15) days after IMU notifying the Contractor in writing of having suspended the payments accruing to the Contractor under the Contract.
- (ii) IMU Mumbai Port Campus reserves the right to terminate the Contract for unsatisfactory performance of the Contractor, determined solely at IMU's discretion, at any time after having given 30 days notice in writing. In case the Contractor is willing to terminate the contract before expiry of the contract period, then a prior notice of three months in writing is required to be submitted to the Competent Authority at IMU Mumbai Port Campus. However, it must be noted that failure to complete the contract period shall lead to forfeiture of Security Deposit.

Termination Procedure

- (i) Upon receipt of notice of termination, the Contractor shall forthwith vacate IMU's premises by handing over vacant possession of the premises, installations and cooking equipments/ Utensils to IMU's authorized representative in good working order and condition.

- (ii). In the event of any damage to IMU's premises, installations or equipments/ utensils reasonably assessed by IMU Mumbai Port Campus at the time of such termination, the Contractor shall be liable to pay the value of the damages so assessed by IMU Mumbai Port Campus. IMU Mumbai Port Campus shall also be entitled to deduct the said sum out of any sum accruing to the Contractor under this Agreement.

Variation of Contract:

Any variation to this Contract shall be valid only if it is reduced to writing and duly executed by the authorized representatives of the Parties herein.

Watch and Safety:

- (i) The Contractor shall, at its expense, make the requisite arrangements for the proper and adequate watch and ward personnel in order to ensure the safety of all installations and equipments placed under the care of Contractor for the purposes of manning, operation and maintenance. The Contractor shall not remove any materials, fittings, equipments, etc., from IMU Mumbai Port Campus premises without securing the prior written consent of IMU Mumbai Port Campus. Should any of these materials or equipments be lost or in any way damaged due to the negligence or carelessness on the Contractor's part or any of its employees, the cost of the materials so lost or damaged and the penalty for such negligence or carelessness of the Contractor, as determined by IMU, shall be final and binding on the Contractor and shall be liable to be recovered from the money accruing to the Contractor under this Contract.

Accident/ Injury, Damage and reporting

- (i) The Contractor shall be solely responsible for any injury/damage/ loss of any of the Contractor's employees or materials and for any damage/accident/injury to its personnel during the execution of works under this Contract. IMU shall not be held responsible for any reason whatsoever for any claims made by any person who is under the employment of the Contractor or whose services has been engaged by the Contractor. The Contractor shall indemnify IMU Mumbai Port Campus and keep IMU indemnified against all such injury/damage/loss of Contractor's employees and/or materials.
- (ii) The Contractor shall, at all times, ensure that all its employees are adequately insured and are fully covered for the risks that would be involved while/for carrying out the works and that the insurance policy shall remain in full force and effect until the expiry of the contract. A copy of the said insurance policy may be furnished to IMU Mumbai Port Campus also. PF, ESI and other statutory requirements are the responsibility of the contractor.
- (iii) The Child labour is strictly prohibited and children below the age group of 18 years should not be deployed for the contract works which will lead to Penalty and termination.
- (iv). Any failure by the Contractor to carry out any of the works mentioned in the scope of work to IMU's satisfaction shall, at IMU's discretion, result in the forfeiture of Performance Security provided by the Contractor and termination of the Contract.

The Contractor is also requested & bound to comply with the provisions contained in the Minimum Wages Act while effecting payments to its employees. The Contractor shall be solely liable and responsible for complying with all applicable labour laws including but not limited to Minimum Wages Act, Workmen's Compensation Act, Provident Fund and E.S.I.

Notwithstanding anything hereinabove contained, the Contractor shall be deemed to have inspected the premises and satisfied itself before submitting the Tender-bid, as to correctness and sufficiency of the tender conditions vis-à-vis the work that is required to be discharged under the terms of the Contract and of the price stated in the schedule so as to enable it to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The Contractor shall not be entitled to any escalation in price on any ground or reason whatsoever.

6. CONTENTS OF QUALIFICATION FORMAT

	Description
Form I	Letter of application
Form II	Experience for executing similar works
Form III	Annual Turnover Data
Form IV	Summary of current contract Commitments / works in progress
Form V	Experience in Similar Catering works in the last 5 years
Form VI	Personnel / Supervisors / Cooks / Labours proposed for the work
Form VII	Additional Information if any

7. Contents of Qualification Format

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

Covering Letter to Accompany Technical Bid

[On the Letter head of the Bidder and to be put in a separate sealed cover along with DDs for Bid Document fee of Rs.1,000.00 + GST and EMD of Rs...../-]

FORM – I

FROM

Name & Address of the Bidder

TO

THE DIRECTOR i/c.,
Indian Maritime University,
Mumbai Port Campus
Hay Bunder Road,
Mumbai – 400033.

Sir,

Being duly authorized to represent and act on behalf of hereinafter called "The tenderer" and having reviewed and fully understood all the qualifying information provided, the undersigned hereby applies to be qualified under Cover – I for the **Tender for**

providing **"CATERING SERVICES" AT IMU MUMBAI CAMPUS.**

2. Attached to this letter are copies of original documents defining
 - i) The tenderer's legal status
 - ii) The Principal place of business and
 - iii) The place of incorporation or the place of Registration

3. (i) This tender (Under Cover-I and Cover II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorize IMU or its authorized representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.

(ii) We understand that the Employer reserves the right to,
 - a) Amend the scope of tender and value of contract under this work
 - b) reject or accept any tender including the lowest, cancel the tender process and reject all tender
(iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.

- 4) We certify that all the particulars furnished in our Bid are true and correct and based on documentary evidence. We understand that if any of the particulars is found to be false or misleading, IMU has the right to summarily reject our bid at any stage and

that our company is liable to be blacklisted/debarred by IMU for at least 3 years.

- 5) In the event of our being awarded the work, we undertake to remit the Security Deposit and execute the Contract with IMU within 10 (Ten) days from the date of issue of the Purchase Order failing which the Work Order may be cancelled and the EMD forfeited.

- 6) Our Price Bid is exclusive of GST and the price quoted shall be firm till the execution of the contract and for the extended period if any.

DATE :

TENDERER'S SIGNATURE
WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

FORM – II

**Experience on Contract for similar works (executed during the
last 5 years) as per clause 2.2.2 of Qualification Criteria**

S. No.	Name and address of the Institution & Name of contact person & Telephone No.	Period of contract	No. of students / staff catered			Date of commencement of contract	Date of completion of contract	Mode of Proof enclosed
			Students	Staff	Total			

Note : Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority in original or with a Xerox copy duly notarized or self attested, subject to production of the originals when demanded.

DATE :

TENDERER'S SIGNATURE WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

Qualification Questionnaire

FORM – III

Annual turnover data form Audited Balance sheet and Profit and loss Account of the firm for the last three financial years shall be enclosed.

The information supplied should be the annual turnover of the tenderer in terms of amount billed for each financial year of work in progress or completed.

Annual turnover data for the last 3 financial years is to be provided in the following format.

SL.NO	FINANCIAL YEAR	ANNUAL TURNOVER
1	2014-15	
2	2015-16	
3	2016-17	

(The latest Income Tax Returns, duly attested by the Tenderer's Chartered Accountant, shall be attached)

DATE:

TENDERER'S SIGNATURE WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

Qualification Questionnaire

FORM – IV

Whether the Bidder has been debarred or blacklisted by any Government Department/agency in the past 3 (three) years on account of fraudulent or corrupt practices or inefficient/ ineffective performance?

YES / NO

DATE:

TENDERER'S SIGNATURE WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

FORM – V

Summary of Current Contract commitments / Works in Progress

Name of Catering Contract and client	Value of work	Completion Date

Note :

Tenderer shall provide information on their current commitment on all catering contracts that have been awarded or for which a letter of intent or acceptance has been received or for catering contracts approaching completion but for which, full completion certificate has yet to be issued.

DATE

TENDERER'S SIGNATURE WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

FORM – VI

**Personnel/ Supervisors/ Cooks/ Labours proposed for the work at
each primary location & sub-location mentioned above:**

(Here specify the experienced summary of the Key Personnel proposed to be
employed for the work):-

DATE :

TENDERER'S SIGNATURE WITH STAMP

INDIAN MARITIME UNIVERSITY

**TENDER FOR PROVIDING "CATERING SERVICES" AT
IMU MUMBAI PORT CAMPUS**

FORM –VII

Additional Information (if any)

Please add any further information that you consider to be relevant to the evaluation of your application for qualification. If you wish to attach any other documents, please list below:

DATE :

TENDERER'S SIGNATURE WITH STAMP