OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE : BELAPUR
1ST FLOOR, C.G.O. COMPLEX, CBD, BELAPUR: NAVI MUMBAI
F.NO. I/Admn.(4)/03/Canteen/Bel/14-15/
New Mumbai dated, 16th Dec. 2015.

TENDER NOTICE No.09/2015
INVITING TENDER/QUOTATION FOR CANTEEN CONTRACT OF CENTRAL EXCISE BELAPUR COMMISSIONERATE

The Commissioner of Central Excise, Belapur Commissionerate having office at 1st Floor, CGO Complex, CBD, Belapur, Navi Mumbai intends to avail of the service of Canteen Contractor in his canteen situated at 6th Floor, CGO Complex, CBD, Belapur, Navi Mumbai so as to reach on or before 17.00 hrs. on 04.01.2016. The Tender/Quotation mentioned in Annexure I,II & III be opened on 05.01.2016 at 16.00 hrs. in the presence of bidders, if any.

The following document, giving full details, is enclosed:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>General Terms &amp; Conditions</td>
</tr>
<tr>
<td>2.</td>
<td>Technical Bids</td>
</tr>
<tr>
<td>3.</td>
<td>Commercial Bids</td>
</tr>
</tbody>
</table>

In case if you are interested you may inspect the premises and submit the above mentioned Annexure II & III duly filled in and signed for having accepted the General terms and conditions and Pre-qualification in one envelope and Annexure-III (Financial Bid) in another envelope. Both sealed envelopes be placed in another sealed cover super scribing “Appointment of Canteen Contractor for Central Excise at CGO Complex, CBD Belapur” and the same may be sent to the Commissioner of Central Excise, Belapur

It may please be noted that Agencies which do not fulfill the prequalification requirement will not be considered. Financial bid under Annexure-III of those Agencies who fulfill the terms and conditions (Annexure-I and II) will only be opened on 05.01.2016 at 16.00 hrs. in the presence of the qualified bidders.

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

Yours faithfully,

(T.K. SAMANT)
ADDITIONAL COMMISSIONER (P&V)
CENTRAL EXCISE, BELAPUR

Encl: As above

Copy to: Superintendent (Computer), Belapur Commissionerate for Displaying Tender Notice (09/2015) on Departmental Website
ANNEXURE - I

1. INSTRUCTION TO BIDDERS FOR SUBMISSION OF BIDS

1.1 GENERAL INSTRUCTIONS:-

The tender document is uploaded on CBEC web-site www.cbec.gov.in.

The Tender form is to be downloaded from the website & it will not be sold / issued manually from the Office of The Commissioner of Central Excise-Belapur, CGO Complex, CBD Belapur. The bidders are required to download the tender document within the prescribed date & time mentioned in tender schedule. After expiry of the date and time for tender document download, the Department will not be responsible for any such failure on account of bidders for not downloading the document.

The tender should be submitted in two covers, One super scribed TECHNICAL BID and Second FINANCIAL BID and both envelopes in turn, be put in another envelope and this envelope should be super scribed "Appointment of Canteen Contractor for Central Excise at CGO Complex, CBD Belapur". All the envelopes are to be duly sealed and submitted in the Office of the Commissioner of Central Excise-Belapur, 1st Floor, CGO Complex, CBD Belapur, Navi Mumbai 400614. It may be noted that unsealed documents shall be rejected.

Bidders should make a payment of EMD of Rs. 50,000/- (Rs. Fifty Thousands only), which is to be paid by demand draft in favour of Commissioner of Central Excise-Belapur payable at Navi Mumbai. EMD fee in any other form will not be accepted. The Demand Draft should be submitted with the Technical Bids. The Financial Bid shall contain only the “Item wise Rate Card” that will be quoted by the contractor.

1.2 PERIOD OF CONTRACT:-

1.2.1 The Contract shall be valid for a period of one (01) year from the date of issuance of Letter of Award. However, the contract may be renewed further on the basis of performance of work 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 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:-

A) 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.
1.3.1 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 30 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 of Annual Turnover in this profession for the last three financial years as on 31st March, 2014.

1.3.4 (a) The contractor should be in the field of Canteen services Catering/Hotel Business and should provide evidence of having run a Hotel for past 03 years or run an Industrial Canteen for Public Sector Undertaking/Government establishment.

(b) Caterer shall have a team of sufficient experienced Cooks, Bearers and Supervisors to ensure best quality of Food/eatables, service and shall furnish the details to support this claim.

(c) Caterer must adhere to the health and safety regulations prevalent in the local rules.

(d) 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.

B) The Service provider must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.

C) 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.

1.4.

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 All prospective bidders who have received the bidding documents shall be notified of the amendment in writing and the same shall be binding on them.

1.5.3 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 :-
The tender document is not transferable.

1.7 REJECTION OF BID :-
The Commissioner of Central Excise-Belapur 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 I, II & III wherever 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 Central Excise-Belapur” payable at Navi Mumbai amounting to **Rs. 50,000/- (Rupees Fifty Thousand 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 in two covers, One super scribed TECHNICAL BID and Second FINANCIAL BID and both envelopes in turn, be put in another envelope and this envelope should be super scribed "Appointment of Canteen Contractor for Central Excise, Belapur Commissionerate at CGO Complex, CBD Belapur ". All the envelopes are to be duly sealed and submitted in the Office of the Commissioner of Central Excise-Belapur, CBD Belapur, Navi Mumbai 400614.

1.11.2 TECHNICAL BID:-

Technical Bid shall be submitted in a sealed envelope. The Technical Bid shall contain self attested copies of following documents. Original copies shall be kept ready at the time of opening of the tender.

A) The List of documents to be submitted in the Technical envelope is as follows:


2. Name(s) of the proprietors/directors

3. Tender offer form duly filled in.


5. Self Declaration for unblemished record) (Notarized Affidavit)

6. Details of Bidder

7. Details of Manpower


9. Performance statement along with necessary Documents

10. Copy of Service Tax Registration Certificate.

11. Copy of the PAN Card.

12. Copy of ESI code certificate.


14. Copy of MLWF registration

15. Copy Food license from Health Department

16. Copy of MVAT registration

17. Copy of Professional Tax Registration.

18. Turnover certificate from Chartered Accountant or the last three financial years as on 31st March 2015.

19. Proof in support of similar kind of experience of running such Industrial Canteen for more than 30 employees for at least 3 years, (A copy of such proof from the relevant establishment should be submitted. Work-
orders along with Completion Certificates/Client’s Testimonial given by concerned organizations or whom work is done should be submitted.


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.

1.11.3 FINANCIAL BID :-

1. Financial Bid shall be submitted in a sealed envelope in the Office of the Commissioner of Central Excise-Belapur , 1st Floor, CGO Complex, CBD Belapur, Navi Mumbai 400614.

2. 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.

1.12 SIGNING OF BIDS :-

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

1.13 COMPLETENESS OF BIDS:-

The bid shall be summarily rejected if all or any of the above documents (except commercial bids )mentioned are not submitted in technical bid.

1.14 ERASURES OF ALTERATIONS:-

Offers containing erasures or Alterations shall not be considered. There should be no Handwritten Material, 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 deptment may treat offers not adhering to these guidelines as unacceptable.

1.15 DEADLINE FOR SUBMISSION OF BIDS:-

1.15.1 The tenders must be submitted in a sealed envelope in the Office of the Commissioner of Central Excise-Belapur 1st Floor, CGO Complex, CBD Belapur, Navi Mumbai 400614 on or before 04.01.2016 up-to 17.00 hrs.

1.15.2 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.

1.16 LATE BIDS:-
No delay in submission of bids on account of any cause will be entertained.

1.17 WITHDRAWAL OF BIDS:-
1.17.1 The Bidder may withdraw its bid after the submission, provided that
written notice of the withdrawal is received by the Tendering Authority prior to
the deadline prescribed for submission of bids.

1.17.2 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 stands
automatically rejected.

1.18 PERIOD OF VALIDITY OF BIDS:-
1.18.1 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.

1.18.2 In exceptional circumstances, the Tendering Authority may solicit the
Bidder's consent to an extension of the period of validity. The request and the
responses thereto shall be made in writing and shall be binding.

1.19 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.

1.20 OPENING OF TECHNICAL BIDS:-
1.20.1 Immediately after the closing time or at any time and date specified
thereafter, the Tendering Authority shall open the bids as per the schedule.

1.20.2 The Technical bids envelope shall be opened and listed for further
evaluation. The Bidder's names, bid modifications of 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.

1.21 CLARIFICATION OF BIDS:-
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.

1.22 SCRUTINY OF THE BID:-
1.22.1 Preliminary scrutiny shall be 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.

1.22.2 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.

1.22.3 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:-

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.

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.

1.23 ADDITIONAL INFORMATION:-

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.

1.24 SELECTION PROCEDURE:-

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

1.25 DATE OF OPENING OF COMMERCIAL BIDS :-

1.25.1 Commercial Bids of only technically qualified Bidders as mentioned above will be opened.

1.25.2 The date for opening of the commercial bid shall be announced after the scrutiny of the technical bid has been completed as above. The date will not be later than 7 days from the date of opening of technical bid.

1.26 REVISED COMMERCIAL BIDS:-

Should there be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be mandatory for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Bidders cleared by the Technical evaluation committee. While
seeking such revised commercial bids, the committee shall give reasons justifying the need for such a course of action.

1.27 OPENING OF COMMERCIAL BIDS:-

1.27.1 The Tendering Authority may at its discretion discuss with the Bidder(S) to clarify contents of their financial offer.

1.27.2 The Tendering Authority shall negotiate with the lowest bidder so as to meet its expectation of a cost effective sustainable and economically promising solution. If the negotiation with lowest Bidder fails, the same shall be rejected and negotiation then shall be done with second lowest Bidder.

1.27.3 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. However in the case of one Bid the power to negotiate with Bidder will be reserved with the Tendering Authority.

1.2 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. The Tendering Authority shall have right to negotiate with the successful Bidder for lowering the Bid Price.

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 CORRUPT, 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:-

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 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:-

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:-

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

1.34.2 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:-
Hypothetical, ambiguous or Conditional tenders shall be summarily rejected.

1.36 INTERPRETATION OF THE CLAUSES:-
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 clauses 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 Contract for the full and proper performance of its contractual obligations;

2.1.5 “The Goods” means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;

2.1.6 “Services” means services ancillary to the Scope of 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 Central Excise-Belapur,

2.1.9 “Corporation” means Central Excise Belapur Commissionerate

2.2 APPLICATION OF THESE CONDITIONS:-
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:-
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:-

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.

2.6 VENDOR’S OBLIGATIONS:-

The Vendor is responsible for, and obliged to conduct all contracted activities as defined in the scope of work or wherever contained in this document, in accordance with the Contract. The Vendor is obliged to work closely with the staff of the Tendering Authority and abide by all instructions and directives issued by them.

2.7 USE OF CONTRACT DOCUMENTS & INFORMATION:-

2.7.1. 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.

2.7.2. The Vendor shall not, without the Tendering Authority’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by them in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.7.3. 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.

2.7.4. 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 Services.
2.7.5. The Vendor shall act with appropriate propriety and discretion and in particular shall refrain from making any public statement concerning the Project or the Services without prior approval of the Department.

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

2.7.7. 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 Project which the Vendor may have access to directly or indirectly from the services performed under this Agreement or otherwise during the course of the Project; 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 its both types of employees ( present and past ) providing services.

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

2.7.9. 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.

2.7.10. 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.

2.7.11. 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.

2.8 RESPONSIBILITIES:-

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

(1) Resource and contract Management as per Scope of the work

(2) Completion of the work/services/tasks as mentioned in the Scope of the work

(3) 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.

2.9 FINANCIAL AND LEGAL LIABILITY:-

Vendor shall be liable to pay Electricity and Water charges consumed by the Canteen premises (6th Floor, A-3 Wing) per month as fixed by the Commissioner, Central Excise, Belapur from time to time, without fail on
or before the due dates. 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.

2.10 INDEMNITY:-

The Bidder 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:-

2.10.1 Any negligence or wrongful act or omission by the Bidder in connection with or incidental to this contract.

2.10.2 Any breach of any of the terms of this contract by the.

2.11 STANDARDS OF PERFORMANCE:-

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

2.12 SUB CONTRACT:-

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

2.13 COMPLAINT REGISTER:-

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.

2.14 CASH BASIS:-

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.

2.15 THE PREMISES:-

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:-

The department will make available the following facilities free of cost.

1. Water Filter cum cooler
2. Dining Tables
3. Benches
4. Ceiling Fans
5. Tube lights
6. Gas Cylinders
### ANNEXURE –II

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Whether Earnest Money deposited or not.</td>
</tr>
<tr>
<td>1.</td>
<td>Tender offer form duly filled in</td>
</tr>
<tr>
<td>2.</td>
<td>Name(s) of the proprietors/directors</td>
</tr>
<tr>
<td>4.</td>
<td>Self declaration for unblemished record (Notarized affidavit)</td>
</tr>
<tr>
<td>5.</td>
<td>Details of Bidders</td>
</tr>
<tr>
<td>6.</td>
<td>Details of Manpower</td>
</tr>
<tr>
<td>7.</td>
<td>Copies of Certificate of Shop &amp; Establishment</td>
</tr>
<tr>
<td>8.</td>
<td>Performance statement along with necessary documents</td>
</tr>
<tr>
<td>10.</td>
<td>Copy of Service Tax registration Certificate</td>
</tr>
<tr>
<td>11.</td>
<td>Permanent Account No. of the firm (PAN)</td>
</tr>
<tr>
<td>12.</td>
<td>Copy of ESIC certificate</td>
</tr>
<tr>
<td>13.</td>
<td>Copy of Provident Fund Number allotted by Regional Provident Fund Office.</td>
</tr>
<tr>
<td>14.</td>
<td>Copy of MLWF(Maharashtra Labour Welfare Fund) registration</td>
</tr>
<tr>
<td>15.</td>
<td>Copy of Food license from health Department</td>
</tr>
<tr>
<td>16.</td>
<td>Copy of MVAT registration</td>
</tr>
<tr>
<td>17.</td>
<td>Copy of Professional Tax registration Certificate</td>
</tr>
<tr>
<td>18.</td>
<td>Copy of Balance sheet for last 3 financial years/Turn over certificate from C.A.</td>
</tr>
<tr>
<td>19.</td>
<td>Proof of experience for 3 years with more than 30 employees</td>
</tr>
<tr>
<td>20.</td>
<td>Copies of its audited financial statements for past three years (i.e.2012-13,13-14,14-15)</td>
</tr>
</tbody>
</table>

Signature with date ________________________________

Name of the firm ________________________________

Seal ______________

(All columns must be filled)
### Beverages

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the items</th>
<th>Quantity</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<td></td>
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<tr>
<td>3</td>
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<td>4</td>
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<td></td>
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</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>- - - - -etc.</td>
</tr>
</tbody>
</table>

### Snacks

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the items</th>
<th>Quantity</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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</tr>
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<td>5</td>
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<td>- - - - -etc.</td>
</tr>
</tbody>
</table>

### Sandwiches/Chat Counter

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the items</th>
<th>Quantity</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td>- - - - -etc.</td>
</tr>
</tbody>
</table>

### Lunch

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the items</th>
<th>Quantity</th>
<th>Rate in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
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<td>5</td>
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<td>- - - - -etc.</td>
</tr>
</tbody>
</table>

Signature with date _______________________________

Name of the firm ____________________________________________

Seal ________________

(All columns must be filled)