



CENTRAL BANK OF INDIA
CENTRAL OFFICE

**16th Floor, Chandermukhi Building
Nariman Point, Mumbai 400021**

TENDER NUMBER CO/CANTEEN/2021-22/72/126

**FOR PROVIDING CANTEEN FACILITIES TO THE EXECUTIVES AND STAFF
WORKING AT THE BANK'S OFFICES LOCATED AT MUMBAI AND NAVI MUMBAI**

LAST DATE OF SUBMISSION: WEDNESDAY 11 AUG 2021

Phone: 66387666 / 66387874

INVITATION OF TENDER FOR STAFF AND EXECUTIVE CANTEEN
(TO BE BID SEPARATELY)
FOR
CENTRAL OFFICE LOCATIONS AT MUMBAI AND NAVI MUMBAI

1. Central Bank of India invites quotes, from established and reputable caterers having sufficient experience of running canteen / lounge facilities of big corporate / banks/ financial institutions, for its Executive Canteen and Staff Canteen at **Chandermukhi including Bajaj Bhavan, Mumbai Main Office, Ewart House, Fort, Mumbai and CBD Belapur**. Service Provider/s with requisite credential and experience may submit their Tenders as per the under mentioned procedure, terms and conditions and schedule:
- a) The Tender Evaluation will be in Two STAGES involving an Eligibility Criteria Check and the Commercial Evaluation. The Tender document should be dropped in Tender Drop Box kept on 16th Floor, Chandermukhi Building of Central Bank of India, Central Office, Nariman Point, Mumbai. BANK SHALL NOT BE RESPONSIBLE FOR ANY POSTAL DELAYS.
- b) The Tender Fee shall be **₹ 5,000/-, (Five Thousand) non-refundable**, payable by Demand Draft of any Nationalized Bank other than Central Bank of India, favouring Central Bank of India, payable at Mumbai.
- c) **EMD:** Earnest Money in the form of A/c Payee DD/ BC per location from a nationalised bank drawn in favour of CENTRAL BANK OF INDIA, CENTRAL OFFICE payable at Mumbai and put in the PQC Bid envelope.
- d) The EMD shall not carry any interest and that EMDs of the unsuccessful bidders would be refunded only after finalization of the tender meaning issue of Work Order to the selected Service Provider and its acceptance or within 90 days from the date of opening, whichever is earlier. The EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded at the time of termination of the contract period. Tenders without EMD would not be considered.
- The amount of EMD is as mentioned below:

CATEGORY	EMD IN Rupees
STAFF CANTEEN	₹ 5,00,000/- (Rupees Five Lakhs Only)
EXECUTIVE CANTEEN	₹ 2,00,000/- (Rupees Two Lakhs Only)

Note: - MSME Certificate holders are exempted for RFP Fee & EMD at the time of submitting the Bid. Start-ups (which are not MSEs) are exempted only from Bid Security amount.

- e) The Tender should have two sealed envelopes, one marked; Part A - Firm Details and Eligibility Criteria (Covering Letter attached as Annexure 'I', format for Eligibility Criteria attached as Annexure-'II' and List of Supporting Documents attached as Annexure-'III') and the other marked Part B - Commercial Bid (Annexure 'IV'). Both the envelopes should bear the Name, Address, Mobile No. and e-mail of the Service Provider submitting tender. Both the sealed envelopes shall be placed inside a larger envelope, super scribed 'TENDER FOR STAFF CANTEEN', with Address/ Contact Details thereon. **Tender will only be accepted in the Tender Box. No tenders will be accepted By Hand.**
- f) Date of Commencement of the Tender **15 July 2021.**
- g) Pre bid meeting shall be held on **26 July, 2021 at 1500 H.** at Business Support Department, 16th Floor, Central Office.
- h) The Last date for submitting the 'Tender' is **11 Aug, 2021 up-to 1500 H** at the following address: Assistant General Manager (Security), Central Bank of India, Central Office 16th floor, Chandermukhi Building, Nariman Point, Mumbai 400021.
- i) Bid shall be opened on the last date of submission of Tender at **1530 H.** Presence of ONE representative in possession of an Authority Letter on firm's Letter Head duly signed with seal is welcome during opening of the bid. Alternatively, in case of a lockdown, the opening will be conducted through Video Conferencing.

- j) The Tender Forms could be downloaded from the website (www.centralbank.co.in), the Demand Draft for Tender Fee and EMD should be enclosed with Technical Bid. Bid without Tender Fee shall be rejected **except in cases where exemption has been granted by the Government.**
- k) The details shall be typed and presented in proper folder with Index.
- l) The date of opening of Commercial Bids shall be informed telephonically.
- m) Details/ clarifications may be obtained on any working day between 1100-1600 H.

ELIGIBILITY CRITERIA FOR SUBMITTING TENDERS:

2. Since the project is associated with health and safety of the staff and/or their families, the services of experienced Service Providers is desired to be contracted.
3. The Service Provider/s should have been in the job of providing Executive/ Staff Canteen Service for a minimum period of **Five Years as on 30 Jun 2021** (Enclose Copy of Registration).
4. The Service Provider/s should be a Proprietorship Firm/ Partnership Firm/ Pvt. Ltd. Company/ Public Ltd. Company and should have proper Office Infrastructure and set up at Mumbai/ Mumbai Agglomeration. (**Enclose Details of office set up**).
5. The Service Provider/s should be providing catering services to at least **100 Executives and 200 Staff**. The Service Provider should submit a certificate of satisfactory service (Enclose certificate).
6. The Service Provider/s should have **Minimum Annual Turnover of ₹ ONE AND A HALF CRORE PER ANNUM**, during each of the last three years i.e. Financial Years 2018 - 2019, 2019 - 2020 and 2020 - 2021. The Service Provider/s should have earned profit during the last Three Financial Years as mentioned above. **MSEs which are not Start-Ups should read minimum ₹ One (1) Crore instead of ₹ ONE AND A HALF CRORE.** Enclose Chartered Accountant's Certificate with quantum of turnover AND Profit during each year. Please attach a copy of audited Balance Sheet **or Provisional Balance Sheet and Profit & Loss Account for the periods in case the Audited Balance Sheets for the year 2020-21 cannot be made available.**
7. The service provider should submit an undertaking **declaring that there is no legal dispute relating to the service provider, pending with any Honourable Court of Law, any other authority or ALC** in the country. (Enclose undertaking)

NOTE:

- Only Class I and Class II local suppliers are eligible to participate in the bidding process as applicable under the orders issued by Govt. of India namely Public Procurement (Preference to make in India) Order 2017 as revised from time to time.
 - a. Ref: PPP-MII Order dated 16.09.2020 (Order number P-45021/2/2017-PP (BE-II) and as amended time to time. (**Annexure V** refers)
 - b. Staff Canteen Service involves food for human consumption and health safety of Executive and Staff in Office. It is prudent to have firms with the requisite experience in this field. Hence, considering the procurement of services related to Public safety and health, **no exemptions/relaxation shall be given to a STARTUP.** (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended time to time). (**Annexure V** refers)
 - c. **The exemptions/relaxation shall be given to MSEs which are not a STARTUP.** (Ref: Gazette notification No DL-33004/99 dated 23.03.2012 as amended time to time.) (**Annexure V** refers)
 - d. **The clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India shall be adhered to.** (Ref: Order No F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure). (**Annexure VI** refers)

8. **Scope of Work and Specific Conditions for Catering Contract: (Terms and conditions forming part of catering contract)**

a) **Canteen Facility in general :**

The scope of the present tender is to provide Lunch to approximately 175-250 staff and 60-100 Executives of Bank spread over all the locations mentioned at Para 1. The lunch will be served to the executives and staff members daily on all working days. **TENDERER SHOULD BID SEPARATELY FOR EXECUTIVE AND STAFF CANTEEN.** The Service Provider will be liable for penalty for its inability to serve lunch on any working day unless the reasons are beyond his control. The decision of the Bank that the reasons were beyond control or not, will be final. The amount of penalty would be decided by a Committee constituted by the Bank and its decision shall be final, conclusive and binding. Operational aspects related to Menu, payments and management shall be as per guidelines given by the Bank.

- b) The quality of articles of food and provisions shall be of good standard and will be purchased from approved Service Providers. Masalas and other spices shall be branded and should have **FSSAI/ FPO/ ISO Approved**. The Bank's authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene. The Service Provider shall be responsible for any established case of food poisoning.
- c) **Cooking is not permitted in the premises and the Service Provider is required to serve pre-cooked food to the Executive and Staff.**
- d) The Bank will provide the Service Provider refrigerator, water cooler, crockery, cutlery, vessels/utensils, water, electricity, furniture etc. No charges will be levied by the Bank for these items. The Service Provider shall ensure no breakage / pilferage of the articles. The Service Provider will require making good the losses occurring on this account.
- e) **Service Provider shall ensure conservation of water and electricity.**
- f) The Service Provider shall be responsible for taking good care of all equipment, utensils, etc. He shall bring to the notice of Bank, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear and tear, the said items shall be repaired by the Service Provider at his cost.
- g) The Service Provider shall maintain inventory of the items given to him and give inventory statement by 5th of every month indicating any breakage/loss of the items provided. Cost of any items missing and breakage due to negligence / mishandling will be recovered from the Service Provider fully. In this connection, the decision of the Canteen Committee shall be final.
- h) The Service Provider shall be responsible for maintaining the entire dining area on the respective floor (kitchen, stores, dining hall(s) service area, etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and serving of food shall always be in clean and hygienic condition. The kitchen shall remain open at all times for inspection to the duly authorized representatives of the Bank.
- i) The Service Provider must possess his own kitchen within Mumbai Metropolitan Region. **The kitchen will be visited during the Eligibility Criteria evaluation stage of the process.**
- j) It will be the responsibility of the Service Provider to store the food items supplied by him in a neat, tidy and hygienic manner in the space provided by the Bank. The security of such material will be the sole responsibility of the Service Provider.
- k) All the bidders are requested to visit the site and understand the scope of work before submission of tender application.
- l) The Authorized representative(s) of the Bank shall check the quality and quantity of the items supplied and served. Complaints received from the staff on quality of food (including stale food) will be placed before the Committee and penalty will be levied

based upon the Bank decision. **In case the penalty imposed is higher than 10 % of the annual contract value to be ascertained by the Bank, Bank reserves the right to terminate the contract.**

- m) **The Bank will internally fix a Reserve Price based upon the past experience and the Market Survey and any Bid below the Reserve Price will be rejected in the interest of 'Quality and Quantity'.**
- n) The Service Provider shall do the disposal of left-over food and other garbage on daily basis at regular intervals to the satisfaction of the Bank.
- o) The Service Provider shall ensure no choking of the pipeline on account of Dish Washing or due to disposal of remnants of the plate. In case of such an occurrence, the same will be cleared by the Service Provider at his cost.
- p) The Service Provider shall employ adequate staff to ensure consistent quality of service. Such staff shall include Chef, Assistant Chefs, Kitchen Helpers, Waiters, Dining Hall helpers, etc. The details of minimum staff required are as under:

Type	Floor	Number of staff	Number of Service Point
Supervisor	10 th and 11 th Floor and others	01	<u>Chandermukhi</u> <u>Including Bajaj Bhavan</u>
Pantry Boy	10 th and 11 th Floor	02	
Pantry Boy and Utility Boy	10 th , 12 th and 16 th Floor	03 03	
MMO including Ewart House	Supervisor Pantry Boy/ Utility Boy	01 03	<u>MMO</u> 2
CBD Belapur	Supervisor Pantry Boy/ Utility Boy	01 02	<u>Ewart House</u> 1
Pantry Boy	4 th , 5 th , 9 th , 14 th , 15 th and 17 th	06	<u>CBD Belapur</u> 1
<u>TOTAL</u>		22	

- q) **Payments to the Service Provider will be made on monthly basis** based on the number of meals served to the staff on each day. A record to this effect will be provided in support of the bill submitted.
- r) **Minimum Guarantee worked out on the basis of data available is as under:**

Category	Average Numbers per day	Minimum Guarantee Nos per Month
Breakfast	180	2500
Staff Lunch	150	2100
Executive Lunch	60	850

- s) **The minimum guarantee is indicative and can be changed at the discretion of the Bank.**
- t) Both the parties have the right to **terminate the contract** at any time during the currency of the contract period by **giving three months prior notice in writing**. In case of termination prior to the scheduled Contract Duration, the Security Deposit will be forfeited. However, **in case of the deficiency in service AND/OR quality despite adequate requests, Bank reserves the right to terminate the contract with immediate effect.**
- u) The Service Provider shall obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and Contract Labour (Regulation & Abolition) Act, 1970 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the establishment. The Bank shall not be

responsible in any way for any breach by the Service Provider of the rules and regulations governing the running of such establishments. All statutory provisions will be complied with. (Enclose a statement indicating all relevant registrations with name of the authority issuing it, date of issue and, expiry date / validity with a copy of each registration)

- v) The Service Provider shall maintain the Registers/ Challan copies under Contract Labour (Regulation and Abolition) Act, 1970 (Attendance Register, Wage Register, Over-time Register, Advance Register, Register of Deduction for Damage & Loss, Register of Fine, Accident Register, etc.), under PF/ESIC/MLWF Act (Photo copies of PF/ESIC Monthly Challans (from the beginning of the contract), MLWF Challans (from the beginning of the contract), Agreement copy with the Bank etc.), under Minimum Wages Act, 1948, the details of Minimum wages and the payments made to all employees of the agency/ Service Provider as prescribed by applicable laws.
- w) The Service Provider shall indemnify and keep indemnified, defend and hold good Central bank of India, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Service Provider or their services personnel on account of misconduct, omission and negligence by the Service Provider or his service personnel.
- x) The Service Provider shall issue Appointment letters to all the persons employed by him in connection with performance of his contract for catering services, furnish proof by submitting copies of such letters received by employees as and when demanded by the Bank. The Appointment Letter shall make clear that the concerned employee is the employee of the Service Provider only and Bank, where catering services are rendered has no obligation or any relationship as to the employment or otherwise whatsoever with him. The Service Provider shall take all precautionary measures to ensure the safety of the workmen employed by it and Central Bank of India will not be responsible in case of any eventuality.
- y) In the case of any labour problems related to the workmen staff of the Service Provider deployed in Central Bank of India, the same shall be settled at the Service Provider's end only. The Service Provider shall indemnify Central bank of India suitably. The Service Provider shall issue appointment letters to all the persons employed by him in connection with performance of his contract for catering services, furnishing proof by submitting copies of such letters received by the employees as and when demanded by the Bank. The appointment letter shall make clear that the concerned employee is the employee of the Service Provider only and the Bank, where catering services are rendered has no obligation or any relationship as to employment or otherwise whatsoever with him.
- z) The Service Provider shall register with Registrar of the concerned Central/ State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI, etc., and shall indemnify the Bank against any damages arising out of the default on the part of Service Provider due to negligence or non-compliance of any of the aforesaid rules, regulations, etc., laid down by the Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.
- aa) The Service Provider shall also maintain all registers as required by the Food and Supply Department and obtain such license(s) as required for the storage of different commodities, materials, Items etc.
- bb) **Service Point will only be at Chandermukhi, MMO and CBD Belapur.**
- cc) The Service Provider shall appoint adequate staff and shall ensure that the catering staff is suitably trained, well-mannered and wear appropriate **Uniforms** while serving in the canteen. The Service Provider shall provide the **Uniform along with Hand Gloves and Head Cap for serving**, at their cost. The Service Provider shall be responsible for the proper behaviour of all his staff. Without prejudice to the said generality, the Service Provider shall be bound to prohibit and prevent any employee

from trespassing or acting in any way detrimental or prejudicial to the interest of the Bank. In the event of such an occurrence, the Service Provider shall be responsible for consequent claims or actions for damages or injury. The decision of the Officer authorised by the Bank in the matter whatsoever under this Clause shall be final and binding on the Service Provider.

dd) The Service Provider shall arrange to issue **Identity Cards** to all his staff which has to be produced for inspection as and when required by Central bank of India.

ee) The Service Provider shall not employ the services of any sub-Service Provider directly or indirectly for the purposes of catering services pursuant to this Contract.

ff) **RESOLUTION OF DISPUTES AND REMEDIES**

i) The Bank and the successful Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the successful Bidder, any disagreement or dispute arising between them under or in connection with the contract.

ii) If the Bank project director and successful Bidder project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

iii) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the bank and the successful Bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

iv) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three with each side to the dispute being entitled to appoint one arbitrator. The two arbitrator appointed by the parties shall appoint a third arbitrator shall act as the Chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

gg) The contract shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.

9. **TERMS AND CONDITIONS OF THE TENDER**

a) The tenure of the contract shall be for 1 year and is extendable for further one year at the same rate/mutually agreed rate at the sole discretion of the Bank.

b) Tenders received after the prescribed time and date will not be considered and rejected forthwith. Decision of the Bank in this regard shall be final, conclusive and binding on the bidders. In the event of the last date for the receipt of bids is declared a public holiday for Central bank of India, the bids will be received up to the specified time on the succeeding working day.

c) Bidder should regularly visit website of Central Bank of India to keep themselves updated about any amendment/modification in tender document.

d) The bidder shall bear all costs associated with the preparation and submission of its bid and Central Bank of India shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

e) Conditional tenders / incomplete tenders will not be accepted and will be summarily rejected.

f) Prospective bidders may only submit the bids if the bids are valid for at least 90 days from the last day of submission of the Tender.

g) For ranking of financial bids the rates tendered shall be considered

- h) The L1 will be identified **SEPARATELY FOR EXECUTIVE AND STAFF CANTEEN** on the basis of the rates quoted by the bidders. The Taxes would not be considered for the purpose.
- i) The Bank reserves its right to modify the menu and invite fresh price bids from the prequalified bidders.
- j) The bidder shall quote the rates in the format as indicated in the Financial Bid (**Annexure – III**). Any deviation in the quote other than as stated in the Financial Bid (**Annexure – III**) shall be rejected summarily.
- k) **NSIC Certificate holders are exempted from submission of Tender Fee and EMD as per Para 170 of GFR. In case of award of contract to a NSIC Certificate Holder, he/she will deposit Performance Bank Guarantee/ Security Deposit(only in case of being a successful bidder) amounting to 3% of the Annual Contract value and valid till 60 days after the completion of the Contract Period and to be renewed in case of an extension being granted prior to commencing of services. The bidder will have to provide a copy of the Registration Certificate and a proof of currency of the certificate.**
- l) The successful Bidder will be required to submit the **Performance Bank Guarantee/ Security Deposit amounting to 3% of the Annual Contract value and valid till 60 days after the completion of the Contract Period and to be renewed in case of an extension being granted prior to commencing of services.**
- m) The written offer of contract issued to the successful bidder/Service Provider shall be accepted by the bidder in writing within 7 days from the date of issue of the offer letter. Failure to accept the offer within this period will result in forfeiture of the EMD AND cancellation of contract.
- n) The successful bidder/Service Provider shall commence the services within 10 days from the date of acceptance of the Offer or any other date as decided by the Bank. The failure, delay or evasion on the part of the successful bidder/ Service Provider to commence the services within the period mentioned above will also result in termination of the contract and forfeiture of the EMD, where applicable. Bank reserves the rights to cancel the order and forfeit the EMD, where applicable, if,
 - i. Security Deposit is not submitted within the stipulated time;
 - ii. Agreement is not entered within stipulated time;
 - iii. If the tenderer revokes his tender during the period he is required to keep his tender open for acceptance by the Bank or
 - iv. The tender is accepted by the Bank but the Service Provider fails to enter into a formal agreement or
 - v. Fails to commence the work within the stipulated time.
 - vi. If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of contract and also during currency of the contract.
- o) In the case of NSIC Holder, the penalty would be recovered from the Security Deposit.
- p) No escalation in rates will be permitted during the contract period.
- q) No advance will be paid.
- r) Applicable taxes will be deducted at source at the time of settlement of bills unless the bidder produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued by the Bank.
- s) **INDEMNITY:**
 - i. Contractor shall sign an Indemnity Bond in an approved format as per **Annexure-VII** before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the work place due to non-adherence to safety codes, non following the standard work procedures and for violating rules and regulations for which the contractor shall be solely responsible.

- ii. In case of any damage to bank's property by the contractor, Bank shall have the right to recover the cost of such damages from payments due to the contractor and decision of the Bank shall be binding on the Contractor.
 - iii. In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc, while carrying out the contract works, the cost of repairing the same including the cost of replacement, if any, will be recovered from the contractor.
- t) **FORCE MAJEURE:** If at any time during the currency of the contract, the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of god, Public enemy, civil commotion, sabotage, fires, floods, explosions, declared epidemics. then, provided notice of the happening of the any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall, by reason of such event be entitled to terminate their contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. The whole or any part of the Party's obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily. Further, in case of epidemic, mere declaration of epidemic by competent authority will not be sufficient to be termed a force-majeure situation unless competent government, by operation of its order, has stopped certain steps to be taken which need to be taken for performance of the obligations by the parties or such order has the effect of practically disabling the parties to perform their respective obligations. Furthermore, financial constraints in terms of the cost of performing obligations having increased for any reason, including reasons related to epidemic, shall be no ground for treating any situation as force majeure situation. Notwithstanding above, the decision of the Bank regarding whether an event is a force majeure event and whether force majeure situation has ceased to exist, shall be final and binding on the Bidder.
- u) The bidders must distinctly note that:-
- i. The Service Provider shall strictly conform to the Scope Of Work and Terms & Conditions of the Tender;
 - ii. The Performance Bank Guarantee/ Security Deposit would be refunded at the time of termination of the contract by natural efflux of time, **after the Claim Period**, or otherwise after deducting any payments due by the Service Provider to the Bank in terms of the contract or otherwise. Central Bank of India may deduct or retain amount, which may be due or become due to the Service Provider hereunder or otherwise, any amount owned by the Service Provider to Central Bank of India. The decision of the Bank in this regard shall be final, conclusive and binding. EMD of the unsuccessful bidders would be refunded only after finalization of the tender or within 90 days from the date of opening of Part-I of the tender, whichever is earlier.
 - iii. The successful bidder shall not discontinue the Catering Services under the Contract for a minimum period of 1 year from the date of awarding of the contract at the same rate approved by the Bank. In the case of failure to provide the Catering Services for the minimum period of 1 year, the Bank has the right to forfeit the Security Deposit amount or invoke the Performance Bank Guarantee paid /deposited by the successful bidder as deemed fit by bank.
 - iv. Central Bank of India reserves the right to reject any or all offers without assigning any reason. The Bank may decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. The Bank also reserves the right to re-issue/recommence the entire bid process without the Service Providers having the right to object. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidders.
 - v. **No price escalation is permitted during the currency of the contract.**

- vi. All disputes will be referred to the Committee constituted by the Bank and comprising of the representatives of the Bank and the Service Provider. The Canteen Committee/ any other authorized officer/ executive of the bank shall have the right to inspect the kitchen material used, cleanliness of premises, cleanliness of personnel deployed, items of cooking etc. The Committee also has the right to impose penalty if the things don't improve after initial warning and there are repeated lapses by the caterer. Such penalty shall be as worked out by the Committee constituted for the purpose depending upon the deficiency of service.
- vii. Persons signing the BID or any document forming part of the BID, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the person so signing the Bid fails to produce the said Power of Attorney, his Bid shall be summarily rejected without prejudice to any other rights and remedies of the Bank under the Contract and other laws.
- viii. The Power of Attorney should be signed by the Proprietor in the case of proprietary concern, by all the partners in the case of a firm, and by the person who by his signature can bind the company in the case of a Limited Company, The entire BID document must also be signed on each page by the authorized person.

I/We have read the terms and conditions and are acceptable to me/us.

- Signature of the authorized person:
- Name of the signatory (.....)
(in block capital letters) :
- Status of the signatory i.e. proprietor/partner :
.....
- Date :
- Address of the bidder :
- Telephone no/s :
- Bidders's Seal

v) Menu for the catering services is as under:

<u>BREAKFAST (TIME : 0930 to 1030 HRS)</u>	
<u>S No</u>	<u>ANY ONE OF THE ITEMS MENTIONED BELOW</u>
i.	Stuffed Paratha (2 Nos) with Dahi and Pickle
ii.	Idli (3)/Masala Dosa (2)/ Uttapam (2)/ Medu Vada (3) with Sambhar and Chutney
iii.	Besan Chilla (2) with Chutney/ Sauce/ any other item specified by the Committee
iv.	Poha with Veg Cutlets (2) with Sauce/ Chutney
v.	Upma (200 Gm) with Shira 100 gm <u>AND</u> Sauce/ Chutney
vi.	Puri(4 Nos) with Bhaji 200 Gm <u>OR</u> Bread Pakoda (2 pieces) with Chutney/Sauce
<u>STAFF LUNCH (TIME: 1300 TO 1430 HRS)</u>	
<u>Sr No</u>	<u>MENU</u>
<u>i.</u>	Rice Item(Vegetable Pulao/ Vegetable Biryani / Veg Fried Rice/ Khichdi with Kadhi etc./ Plain Rice (Basmati)
<u>ii.</u>	Roti Item(4xPuri/ 3 Nos Tawa Roti/ 2 Nos Each of Paratha/Chapati with a Diameter not less than 6")
<u>iii.</u>	Paneer gravy/ any other special sabji
<u>iv.</u>	One Common Vegetable (Dry / Semi Gravy)
<u>v.</u>	Dal Item(Dal Fry / Dal Makhani / Palak Dal Fry / Dal Makhani / Palak Dal/ Dal Maharani/ similar variety of Dal etc.)

vi.	Sweet Item (Gulab Jamun/ Rasgulla/ Chamcham/ Rasmalai/Halwa/ Rabdi with Jalebi etc.-2 Pieces)
ii.	Papad/ Pickle/Sauce
iii.	Salad

Sr No	<u>EXECUTIVE LUNCH (1130 to 1530 H)</u>
i.	One Variety of Veg Soup
ii.	Rice Item(Plain Rice (Basmati)/Vegetable Pulao/Vegetable Biryani /Veg Fried Rice /Khichdi etc.)
i.	Roti Item(Puri/ Paratha/ Chapati Diameter not less than 6"- 2 Nos)
ii.	Paneer gravy/ any other special sabji
iii.	One Common Vegetable (Dry / Semi Gravy)
iv.	Mix Veg (Stir/Fry)
v.	Boiled Vegetable
vi.	Dal Item(Dal Fry / Dal Makhani / Dal Fry/Palak Dal/ Dal Maharani/ similar variety of Dal etc.)
vii.	Buttermilk or similar item
viii.	Papad Fried/ Roasted (Diameter not less than 5")
ix.	Pickle/Chutney/ sauce/ Fried Mirchi
x.	Salad/ Chat
xi.	Dahi / Raita/ Kadhi
xii.	Indian Sweets/ Branded Ice-Cream / Pudding (One helping)
xiii.	Elaichi Banana
xiv.	3 types of Fruit (Freshly Cut)

Note:-

- For preparation of Lunch:- Healthy refined oil of reputed brands approved by the Bank to be used.
- For preparation of sweets:-Shudh Ghee from reputed brands approved by the Bank to be used.
- The number of meals and the Menu is indicative only** and may vary as per the details fixed by the Canteen Committee.
- Any dispute will be resolved through reference to the Committee and its decision will be binding on all parties.**

10. PROCEDURE FOR SUBMITTING TENDER

The Tender shall be submitted **SEPARATELY FOR EXECUTIVE CANTEEN AND SEPARATELY FOR STAFF CANTEEN**. The Bids will be in two parts viz. Part-I (**Pre-Qualification Criteria(PQC)**) and Part- II (Financial bid) in two separate covers which are to be sealed and put in a **Master Envelope super-scribing "TENDER FOR EXECUTIVE / STAFF CANTEEN CATERING CONTRACT"**. The Tender document should be dropped in Tender Drop Box kept on 16th Floor, Chandermukhi Building of Central Bank of India, Central Office, Nariman Point, Mumbai. Under no circumstances, tender should be sent by Courier / by Post or to be handed over to any official of the Bank. CBI will not be responsible for any tender received through courier / by post or hand delivery.

11. Bid Submission

The Bid will be submitted in a Cover super-scribed with the words “**Tender for EXECUTIVE / STAFF Canteen (Corporate Office, Mumbai) Catering Contract**, containing the following information / document:

- **Eligibility Criteria related documents SUPERSCRIBED WITH Pre-Qualification Criteria (PQC)”** - **Part I**
- **Financial Bid SUPERSCRIBED WITH “FINANCIAL BID”** - **Part II**

Notes:

- a) Bidder shall satisfy Pre-Qualification Criteria (PQC) (**Annexure-II**) to qualify for opening of Financial Bid.
- b) **Part I of the Bid shall NOT contain any pricing or commercial information at all.**
- c) Tender document received after the date and time shall not be accepted for any reason whatsoever.
- d) In case of PQC Bid and Financial Bid not being submitted separately, the tender shall be rejected.
- e) **Acceptance or rejection of Bid:** Evaluation procedure to be adopted for the bids will be at the sole discretion of the Bank. The Bank reserves the right to accept or reject all or any bid at its sole discretion without assigning any reason whatsoever.
- f) **Signing of Contract:** The successful bidder shall be required to enter into a contract with the Bank within 7 days of the award of the tender or within such extended period as may be specified by the Bank. The Bidder needs to intimate the bank about acceptance of all the terms and conditions in the work order by letter duly signed by proprietor/authorized signatory. The name of the authorized signatory shall be informed in writing in advance.
- g) **Resolution of Disputes:** As per procedure mentioned at Para 8(ff) above.
- h) Any notice given by one party to the other pursuant to this contract shall be sent in writing to the concerned Party at the address as mentioned in the contract.
- i) Contract is not transferable.
- j) Wherever in the document words ‘He’, ‘Him’, ‘His’ are use that includes ‘she’ and ‘her’ also.
- k) If successful bidder does not accept the offer then apart from forfeiture of security deposit/EMD, Bank reserves that right to prohibit such bidder from participating in the next two future tender processes for the same service.

A.K. JHA
ASST GENERAL MANAGER-CSO

(To be submitted on letterhead of the bidders along with PQC Bid)

The Assistant General Manager
Security Department, Central Bank of India
Head Office, Chandermukhi Building, 16th Floor
Mumbai – 400 021

Dear Sir,

Tender for Canteen Catering Contract

1. I/we undertake to offer my/our services in conformity with your requirements and the terms and conditions set in the Tender document.
2. I/We agree to abide by the terms & conditions of the Tender and that the bids would remain valid for at least 90 days from the last date of submission of the Tender.
3. I/We note that it is not binding on you to accept any or all tenders you may receive.

Dated day of _____ 2021

.....

(Signature of the authorized person of the bidders)

.....

(Name and address of the bidders)

(Seal of the bidders)

PRE-QUALIFICATION CRITERIA (PQC)

- i. The bidder must be a Firm / Proprietary /Partnership/ Company registered under Companies Act. The information related to the company must be submitted in the under-mentioned format:

ii. **FORMAT FOR SUBMISSION OF COMPANY RELATED INFO**

S.N.	Particulars	Details	
1	Full Name of Firm / Company		
2	Constitution with details of Proprietor/all the Partners/Directors		
3	Complete Address		
4	Firms/Company's Contact Details of Telephone / Fax/Email ID		
5	Names, Addresses and contact details of Proprietor/Managing Partner/Managing Director		
	Telephone/Mobile No & Email ID		
6	Names, addresses and contact details of Key person/s		
	Telephone No./Mobile No./Email ID		
7	Year of Establishment of Firm/Company		
8	Tax Registration nos. And Licenses		
	PAN No.		
	TAN NO.		
	Central Sales Tax Registration No.		
	State Sales Tax Registration No.		
	VAT Registration No.		
	Service Tax Registration No.		
	Registration NO. under Contract Labour (Regulation & Abolition) Act 1970(if applicable)		
	PF Registration No.		
	ESIC Registration No.		
9	No. of workmen employed on Roll as on 31/03/2021		
10	Details of Non-refundable Tender Money	DD No	₹
11	Details of EMD	DD No	₹
12	Please specify about experience of running staff canteen(In house canteen for last three years(attach Experience Certificate)		
13	Details of Turn over as per last three fin yrs Audit Report (Pl do not submit Balance Sheet)	Fin Yr. 2018-2019 Fin Yr. 2019-2020 Fin Yr. 2020-2021	₹ ₹ ₹
14	Solvency Certificate of Rs 15 lakhs from a Nationalized Bank		
15	Declaration for not being black listed		
16	Declaration for not being involved in		

	litigation		
17	Declaration for completing the laid down duration of each contract and not leaving mid way		

Verification: I confirm that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or certificate/document or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the Bank as deemed fit.

Service Provider / Authorized person
Seal

Name & Designation of signatory with

- iii. The bidders should be in the catering / canteen running business for **at least FIVE years**; (Documentary evidence to be enclosed).
- iv. The bidder should be based in Mumbai.
- v. The bidder should have executed minimum of three similar catering service contracts covering one year period each, **EACH HAVING A VALUE OF ₹ 15 lakhs**, to clients like banks, financial institutions/ Govt Organisations, PSUs and large corporates, involving supply /service of 100 Executives and 200 Staff lunches or above on an average, every day, during the last three FYs ending June 2021. (Documentary evidence to be enclosed)
- vi. **The firm must not have been disqualified/ debarred /black listed by any of the Governments, Semi-governments, PSUs, Banks including any of the Offices/Branch of Central Bank of India Pan India. Suitable declaration to this effect to be submitted by the Authorised Signatory.**
- vii. The firm must not be involved in litigation with any of the above agencies.
- viii. The firm must not have left a contract before the scheduled term. A declaration to this effect would be required.
- ix. The Bidder must submit a **Solvency Certificate for 15 lakhs**.
- x. **The Tenderer should have constituted a suitable committee to be Sexual Harassment Committee under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.**
- xi. The Tenderer should have valid certificate from the Health Department and Food Safety and Standards Authority of India (**FSSAI**) for Catering Services. Certified copies of supporting documents to be attached.
- xii. Health Certificate issued by Govt Approved Doctor shall be submitted by the Service Provider for all employees who are engaged by the Service Provider for providing food to Staff of the Bank.
- xiii. All the rules and regulations regarding hygiene, health etc. issued by the State, Municipal Corporation, any other authorities shall be strictly adhered to by the Service Provider. The Service Provider shall also indemnify the Bank and keep the Bank indemnified against any loss or damage on this score.

Management of Factory'/ School/ College canteens will not be considered as similar contracts for this purpose.

- xiv. The bidder should have a minimum average annual turnover of **₹ 15 lakhs** during last three FYs ending March 2021. (Documentary evidence to be enclosed).

- xv. The track record of the bidders should be clean and it should not have any involvement in illegal activities or frauds, including financial frauds. Tenders must be accompanied with declaration to this effect on letterhead of the bidders.
- xvi. The bidder whose contract in the past was terminated during the contract period due to unsatisfactory performance, will not be eligible for applying now /considered for catering arrangement. A bidder who was awarded the contract earlier but refused to continue the contract/refused to sign the agreement as given by the Bank will also be not eligible for this catering contract.
- xvii. The scope of work mentioned in this tender is indicative only. It shall, however, be sole responsibility of the Service Provider to ensure services to the utmost satisfaction of Bank without any extra charge but within the accepted tender amount only.
- xviii. All the materials required for the purpose of providing services should be of standard brands as specified in the tender and healthy. The Bank reserves the right to check and verify the same.
- xix. Service Provider should submit Police Verification of all the employees who would serve the Bank under this tender.
- xx. Bank reserves the right to relax any of the existing terms, if required.

N.B: - It may be noted that documentary evidence in respect of the above would be essential. Tenders not accompanied by documentary evidence in respect of either one or both would not be considered and will be rejected forthwith.

List of Documents required to be attached (Copies Only)

Sr. No.	Certificates
i.	NSIC and MSME Registration Certificate
ii.	Shop & Establishment Registration
iii.	PAN CARD
iv.	GST Registration certificate
v.	Labour license
vi.	Employees Provident Fund Registration Certificate
vii.	Employees State Insurance Corporation (ESIC) Registration Certificate
viii.	PT Registration Certificate
ix.	Food License (FSSAI)/ Food and Drug institute(FDA)
x.	Health License
xi.	ISO Registration certificates
xii.	CRISIL Registration Certificate
xiii.	Food Service Management Certificate
xiv.	Trade Mark Registration Certificate
xv.	Medical Certificate of employees
xvi.	Bank Solvency Certificate not less than ₹ 15 lakhs
xvii.	Tax Clearance Certificate
xviii.	Average Annual Turnover of ₹ 15 lakhs based upon previous three years ending Mar 2021
xix.	Income Tax Returns for the previous three years along with Balance Sheet and Profit & Loss Account
xx.	Details of contract executed for the previous years, copy of work orders, certificate from the respective employer for satisfactory performance
xxi.	Past 5 years' experience in providing catering services of a minimum value of ₹ 15 lakhs

FORMAT FOR COMMERCIAL BID**QUOTED RATES MUST BE EXCLUDING TAXES****EXECUTIVE CANTEEN**

<u>Type of Meal</u>	<u>Rate in ₹</u>
Executive Lunch	

STAFF CANTEEN

<u>Type of Meal</u>	<u>Rate in ₹</u>
Breakfast	
Staff Lunch	

Notes:-

- A. The numbers (quantity) mentioned herein are indicative and may vary. The Service Provider can't claim his charges based on the above indicative quantities. The bill will be paid on the basis of actual consumption.
- B. For ranking of financial bids total tendered cost shall be computed on the basis OF **RATES EXCLUDING TAXES QUOTED FOR EXECUTIVE AND STAFF MEALS SEPARATELY.**
- C. **FOR CBD BELAPUR LOCATION, NO EXECUTIVE LUNCH WILL BE CATERED FOR UNLESS A FIRM ORDER IS PLACED ON THE PREVIOUS WORKING DAY BEFORE 1700 H.**

PURCHASE PREFERENCES

Purchase Preference to Micro and Small Enterprises (MSEs) and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. MICRO & SMALL ENTERPRISES [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centers or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- 1.2. MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Bank as per **Annexure IV**.
- 1.4. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

2. STARTUP

No exemptions/relaxation shall be given to the STARTUP owing to the criticality and the sensitivity of the project. (Ref: As defined in the Gazette notification No DL-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time)

3. Procurement through Local Suppliers (MAKE IN INDIA):

Department for Promotion of Industry and Internal Trade, in partial modification (Paras 2, 3, 5, 10 & 13) of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised “Public Procurement (Preference to Make in India), Order 2017” dated 16.09.2020 to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

CERTIFICATE

(On letter head of the Company/ Firm)

To,

**The Assistant General Manager
Security Department
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021**

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name & Designation

Company Seal

Note: The bidder should refer to detailed circular(s) issued by the concerned Ministry/Department of the Govt. of India.

INDEMNITY BOND FORMAT

(Site specific format shall be approved by the Bank prior to its execution)

This DEED OF INDEMNITY BOND executed at Mumbai on this _____ day of _____ Month of year Two Thousand and Twenty One (2021) by M/s _____ duly represented by proprietor/one of its partners/Director/Authorized signatory Shri _____, aged _____ years, son of Shri _____ residing at _____ hereinafter referred to as "the Contractor" (which expression shall mean and include its successor and assigns)

In favour of

Central Bank of India, a body corporate constituted under the provisions of Banking Companies Acquisition and transfer of Undertaking Act of 1970 having its Central Office at Chandramukhi Building, Nariman Point, Mumbai- 400 021, hereinafter referred to as the Bank (which expression shall mean and include its successor and assigns).

WHEREAS Central Bank of India has invited open bid tenders from the contractors for providing catering services at Executive and Staff Canteen at Mumbai and Navi Mumbai.

The Contractor has become successful in securing the subject work through competitive tendering and the work specified in the tender documents has been awarded in favour of Contractor by Central Bank of India vide their letter _____.

AND WHEREAS as per tender documents, the Contractor has to enter into a Contract Agreement with Central Bank of India and execute an Indemnity Bond before starting the work. The Contractor has entered into Contract Agreement with Central Bank of India on _____ (hereinafter referred to as "the Contract").

In consideration of Central Bank of India having awarded the above said Contract, the Contractor hereby undertake to indemnify and keep harmless the Central Bank of India from any damages, persecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty construction, food poisoning and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which Contractor shall be solely responsible.

Further, Contractor hereby indemnifies and keep Central Bank of India, its employees, agents, directors etc., indemnified for any loss or damages incurred or suffered or to be incurred or to be suffered by Central Bank of India on account of breach of the terms and conditions of the Contract by the Contractor.

Signature of Contractor with seal