

TERNA PUBLIC CHARITABLE TRUST



TENDER DOCUMENT

FOR CENTRAL KITCHEN AND FOOD COURT/CANTEEN SERVICES

at NERUL, Navi Mumbai

- Terna SAHYADRI SPECIALITY HOSPITAL AND RESERCH CENTRE in Plot 12 ,Sector 22
- Terna ENGINEERING COLLEGE in Plot 12, Sector 22
- Terna DENTAL COLLEGE in Plot 12, Sector 22
- Terna HOSTELS in Plot 12, Sector 22
- Terna SCHOOL in Plot 3, Sector 12
- Terna MEDICAL COLLEGE in Plot 5, Sector 12

(The tender document has 13 pages. The contents of the tender document are:

1. Important dates,
2. Important conditions of the tender to be abided by the bidder,
3. General Terms & Conditions,
4. Technical Bid format
5. Financial Bid format)

www.terna.org/tender.htm

Feb 2016

IMPORTANT DATES

1	Starting Date of Issue of Tender form	1/3/ 2016
2	Last Date of Download of Tender form from www.terna.org/tender.htm	15 March 2016 (up to 5.00PM)
3	Last Date of Receipt of Tenders	15 March 2016 (up to 5.00PM)
4	Date of Opening of Technical Bids	16 March 2016 4.00 PM
5	Date of Opening of Financial Bids	Will be intimated to successful bidders.
Venue for Opening the Technical Bid: TERNA PUBLIC CHARITABLE TRUST (TPCT) Room No 204, Engg College Building, Nerul, Navi Mumbai		

NOTE:

- Tender form duly filled in all respects in only original prescribed format, should reach the Office of the CEO, TPCT. Tender document fee of Rs. **2,000/- (Two thousands only)** is to be paid in cash / DD in favour of TERNA PUBLIC CHARITABLE TRUST.
- Bidder should sign and stamp all the pages of duly filled tender document before submission of the same.
- **E.M. Deposit of Rs.2,00,000/- is to be deposited by Demand Draft drawn in favour of TERNA PUBLIC CHARITABLE TRUST along with the tender for each bid.**
- Financial bid and Technical bid should be placed in separate sealed covers. These two sealed covers along with a covering letter, Tender document Fee Receipt/DD and EMD shall be put together in a sealed cover at the time of submission, clearly super-scribing "Tender for providing Catering Services and Central kitchen". DO NOT PUT any DD inside the technical bid cover or financial bid cover.
- This Contract is for three years.

CEO, TPCT

IMPORTANT CONDITIONS OF THE TENDER TO BE ABIDED BY THE BIDDER

Submission of Tender: The tender can be submitted on all working days. In the event of this day being declared as a holiday, the tenders can be submitted up to the appointed time on the next working day.

Two-bid system: The offers/bids should be submitted in two-bid system (i.e.) Technical bid and Financial bid.

The Technical bid should consist of all the details as specified in the schedules along with commercial terms and conditions. There should be no cost indication in the Technical bid.

Financial bid should indicate **“Rent” & “Deposit”** and **“percentage of revenue”** for the period mentioned in the document. The technical bid and financial bid should be put in two separate envelopes. Words **“Technical Bid”** and **“Financial Bid”** must be written on these envelopes clearly and the envelopes should be sealed. Again these two sealed envelopes. It should be put into a bigger envelopes along with a covering letter, Tender Fee Receipt and EMD and sealed.

Earnest Money Deposit (EMD):- The bidder should submit an EMD amount of **Rs. 2,00,000** along with the tender by way of Demand draft or Banker’s pay order drawn in favour of **“ TERNA PUBLIC CHARITABLE TRUST** and payable at Mumbai /Navi Mumbai . The tender without EMD shall be considered as UNRESPONSIVE and REJECTED. Photo/Fax copies of the demand draft/Banker pay orders shall not be accepted. The EMD of the unsuccessful bidder will be released after the finalization of the contract, but not later than three months. No interest will be paid on EMD. The EMD of the firm, whose tender is accepted / approved, will be adjusted in the deposit.

Authority to sign: - All the documents must be duly signed by the bidder. If an individual or a proprietor of a firm is a signatory, he/she should sign above the full type written name and current address. In case of a partnership firm, all the partners of the firm or a partner holding power of Attorney for the firm (a certified copy of the power of Attorney should accompany the Documents) should sign in this case. In both cases, a certified copy of the partnership Deed and current address of all the partners of the firm should be furnished. In case of a limited Company or a Corporation, the Documents shall be signed by a duly authorized person holding power of Attorney for signing the Documents, accompanied by copies of the power of Attorney and the Memorandum of Articles of Association duly attested by a Notary Public.

The bidder should sign and stamp each page of the tender document as a token of having read and understood the terms & conditions contained therein and submit the same along with the bid. No photocopies of SIGNATURE document will be accepted.

Compliance/Confirmation:- Compliance or Confirmation report with reference to **general terms & conditions and requirement for running the facility, Scope of work and the Basic Firm details** should also be included in the Technical bid.

The Annexure to technical bid should include the price quoted as daily rate each of the sample menus and must include all charges including taxes and service charges, as levied by Central and State Governments. However, the percentage of taxes and service charges must be clearly indicated.

Validity of offer: Bidder shall agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

Late offer: The offers received after the due date and time will not be considered and the same will be returned unopened to the bidder.

Opening of the tender: The offer/bids will be opened by a committee duly constituted for this purpose at the appointed place, time and date, in the presence of such bidders or their authorized representatives who choose to be present. The larger envelope (containing a covering letter, Tender Fee Receipt, EMD and two separate covers with technical/financial bids) will be opened first. Without EMD or offers with invalid EMD or EMD presumably kept inside the covers containing technical/financial bids will be summarily rejected and unopened tenders will be returned to such bidders.

On verifying the Tender Fee Receipt and EMD, the technical bids will be opened. The committee will examine the technical bids and decide the suitability as per the following specifications and requirements. The bidders, whose Technical Bids are not found acceptable will be advised of the same and their sealed cover containing financial bid will not be opened and EMD will be returned to them.

Eligibility Requirements

- i) The Firm / company should be registered under the companies act or it should be a partnership firm or registered under any other government act or regulation.
- ii) The prospective bidder should have successfully carried out catering services in any industry/organization/establishment for not less than 300 persons/users on a normal working day in a single unit for a continuous period of **one year** during the last Five years. The time period of Five years shall be reckoned as on 30.12.2015.
- iii) The annual turnover of the bidder during the last three years ending on 31-03-2015 should be at least Rs. 50 lakhs (Rupees fifty lakh only)..
- iv) Minimum number of institutions served during the last THREE years (i.e. in providing canteen services on contract basis catering minimum 300 persons/day) should be TWO
- v) No of workers deployed in the single largest contract in an Industrial/Institutional Mess should be a minimum of 20.

Tenderer shall ensure submission of complete information / documents at the first instance itself. TPCT reserves the right to complete the evaluation based on the details furnished by the tenderers without seeking any subsequent additional information. Tenders not in compliance with tender conditions or with incomplete information / documents are liable for rejection.

The Technical Bids, which fulfil the above specifications and requirements, will be considered for further evaluation. Further evaluation of the bids is based on the taste of food, food variety, quality and hygiene aspects. Inspection committee may carry out surprise visit to the establishments /mess/dining facilities run currently by the bidders and their reports will form valuable input for the short-listing process.

The bidders, whose bids are short-listed by the Committee constituted for this purpose, will be intimated and they may attend the opening of financial bid. The financial bids of only these Bidders shall be considered for opening. **Only one contractor will be awarded all the outlets. He can have outsourcing of some of operations. However, the decision of the TPCT will be the final.**

The selected caterers shall have to provide catering services at the uniform rates only for different items as proposed by you and approved by Committee

Acceptance and Rejection: Management reserves the right to shortlist/reject any or all tenders and accept the whole or any part of the Tender without assigning any reason.

Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within the city of Navi Mumbai in Maharashtra.

Acknowledgement:- It is hereby acknowledged that we have gone through all the Schedules as well as the conditions mentioned above and we agree to abide by them.

Date:

Place:

**SIGNATURE OF BIDDER
ALONG WITH OFFICIAL SEAL**

TERMS AND CONDITIONS FOR CATERING SERVICES AND CENTRAL KITCHEN

1. Details of units

Sr.No	Campus	Available Units	Available Students /Staff	What is expected
01	A (Sector 12 Nerul)	Terna Medical college (TMC) Terna Nursing college (TNC) Terna Physiotherapy College (TPC) Terna School (TS-N)	@ 450 students + @ 200 staff (but some students/staff work in Hospital too, hence actual student in campus at a time may be less) @ 100 students+ @ 25 staff @ 120 students + @ 20 staff @ 3200 students + @ 75 staff All above students-staff will be available during college/school timings	Only outlet at TMC. TMC canteen serves as canteen for TMC, TPC, TNC. (Seating capacity - 60) Another small outlet to be set up in Terna School which is adjacent to TMC building for services to school. No kitchen required. It can be counter type outlet. (Seating capacity - 20) (Standing capacity - 20)
02	B (Sector 22, Nerul)	Terna Hostel (TH) Terna Engineering College (TEC) Terna Dental college (TDC)	Approximately 800 students Residential. Dinner, breakfast and lunch (may or may not) will be required to all students Apprx 1700 students and @ 220 staff(including TPCT staff) @ 450 students, @ 100 staff All above students-staff will be available during college/school timings except hostel students. Hostel students may not be in campus in day timings as they will be in their college	Central Kitchen can be at Hostel and Hostel will have full fledged mess/cafeteria/canteen. (Seating capacity -100) TEC can also have full fledged Food outlet /cafeteria .In case; vendor prefers to have central kitchen at Hostel for entire campus That is also acceptable. (Seating capacity - 150) TDC can have extension counter. Kitchen can be from Hostel. (Seating capacity - 50)
03	C (plot 12, TSSHRC)	Hospital	Approximately, 175 x 365 days bed occupancy, Same no of relatives, visitors, and OPD patients. Staff is around 500 , OPD is 400+ Daily IPD shall be around 175	Central kitchen for all in Hostel is expected. Food outlet in Hospital (Seating capacity - 75)

- 1.** Contractor shall collect charges directly from students/ staff/ patients/ relatives/ visitors. However, any instruction issued in writing by institute administration for supply of food to that unit for specific function or specific office, shall be paid by institute. No adjustments with rent shall be entertained.
- 2.** Contractor shall bring all utensils/ equipments and all furniture on his own and comply requirements (One must assume that investment in all shall be in tune with Rs. 30 lakh)
- 3.** Contractor is expected to keep food court decent. Hence some renovation needs to be done (furniture/ fixture point of view) . Trust shall do major renovation, infrastructure point of view.
- 4.** Contractor /Caterer to get food license from competent authority.
- 5.** Food courts will run for 12 months with no lean period in a year. The menu for the normal days is enclosed.
- 6.** Breakfast, Lunch, Tea / Coffee and Dinner need to be served as per the basic menu agreed upon with the Management, as per mutual consent.

7. TENTATIVE TIMINGS

Hostel Mess

Breakfast	: 07.00 AM – 09.00 AM
Lunch	: 11.30 AM – 02.00 PM
Dinner	: 07.00 PM – 09.00 PM

Hospital Canteen – Shall be operational between 6.30 am to 10 pm (as decided by admin)

College Canteen – Shall be operational between 8 am to 6 pm (as decided by College admin)

- 8.** The Electricity consumed for the kitchen, store room, rest room and the wash area will be charged as per MSDCEL rates. Running water in the kitchen will be metered. For drinking and cooking purposes, clean filtered water is to be used by the contractor.

Following facilities will be provided free of cost or chargeable by the TPCT and contractor will be responsible for proper handling and safe custody. Contractor will not claim any reimbursement of expenses on this account.

Sr. No.	Facilities	Free / Chargeable
1	Kitchen	Free
2	Water supply	Free
3	Electricity and power connection	Chargeable at actual
4	Gas cylinders empty with manifold	To be brought by Contractor
5	Deep Freezer- (New)	To be brought by Contractor
6	Chest cooler – (New)	To be brought by Contractor
7	Furniture (Tables, Chairs)	To be brought by Contractor
8	Aqua Guard with water cooler	To be brought by Contractor
9	Intercom facility.	Free
10	Tube Light / Fans / Wash Basin / Toilet	Free

- 9. Dispute:-** In case of any dispute between the Admin and the Service Provider, the matter will be referred to an arbitration committee to be approved by the Trustees and the decision of the Committee will be binding on the contractor.
- 10. Statutory Requirement/obligation:** All statutory rules, like Minimum Wages (Central) Act, ESI Act + PF Act, etc., as applicable for engagement of labourer on daily wage are to be followed strictly as per Government norms.
- 11.** In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
- 12.** The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
- 13.** The contractor can appoint any sub-contractor (subjected to approve by authority)to carry out any obligation under this Contract.
- 14.** The contractor shall vacate the leased premises with the all features, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
- 15.** The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
- 16.** The security deposit will be returned three months after the end of the contract period without interest if there are no pending issues against the contractor.
- 17.** One month notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
- 18.** If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then CEO is empowered to terminate the contract with a short notice of one week. The Food Committee's opinion is final so far as the food quality / mess management is concerned. Food Committee of 7 members should be formed with a chairman and one food quality supervisor
- 19.** In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by the CEO, the contract can be cancelled at the sole discretion of the CEO.
- 20.** Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals. Not following warden's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (upto 10% of monthly bill as decided by hostel section).
- 21.** The utensils are to be cleaned with hot water using detergent powder/soap 3-4 brand names should be suggested by trust after every meal.
- 22.** Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee of Wardens / Chief Warden for such incidence/s.
- 23.** The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain items are given below. A quality control Supervisor will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the management will be free to

impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor.

The contractor may use any other approved brands only if permitted by the Committee, in writing. In such case the contractor will submit two or three brands for each grocery item and the warden and mess committee will select the brands for cooking.

- 24.** The Management will not pay any other charges for the catering services provided. **14.5 Kg or above capacity Gas cylinders for non domestic are to be used. It is the sole responsibility of the contractor to get the refills from the Gas company to run the mess. Any fluctuations in the Gas price must be absorbed by the Contractor only.**
- 25.** **When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.**
- 26.** The contractor and his workers must behave politely with students, teaching staff, hospital staff and patients. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Warden/Deputy Chief Warden/Chief Warden.
- 27.** Canteen workers and cooks should be healthy and medically fit. They are required to have a regular check up (quarterly check up with reports to be submitted to the trust) with the TSSHRC. If any worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.
- 28.** Persons will be deputed to act as supervisors to check the overall maintenance of the premises and proper uses of the materials.
- 29.** Contractor or his representative manager is required to remain present in the foodcourt when the food is served in the mess.
- 30.** Smoking / drinking liquor etc. is strictly prohibited in the Institute premises.
- 31.** Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. is also prohibited in mess premises.
- 32.** Employment of child labour (below the age of 18) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license. Details of staff employed by contractor shall be given to TPCT office, time to time. The employees of the contractor should wear uniform along with a name tag. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
- 33.** The Contractor is solely responsible for the payment of minimum wages for their employees as per of the Government of Maharashtra norms and deductions towards P.F. and E.S.I.
- 34.** Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
- 35.** All the workers engaged in the food courts to engage sufficient number of employees for cooking, serving and cleaning/housekeeping.

36. Management will monitor and evaluate the performance of the caterer. Grading of the caterer is done by the students based on quality, quantity, hygiene etc. Continuous bad performance will result in termination of contract. A student has a choice to join any dining facility every month. Non-compliance with menu and serving of unhygienic food will result in instant monetary fine.

37. The AMC charges for the electric gadgets and gas at the canteen have to borne by the caterer at the rates fixed by the company approved by the Management.

38. Caterer must make his own arrangements for house keeping of the dining and kitchen area allotted and disposal of the kitchen and dining waste material. House keeping of common areas shared by the caterers must be done by them on rotation basis.

39. Contract can be terminated with three month's notice.

PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in Schedule – B will attract penalty. For not adhering to contractual conditions, the CEO shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. **5,000/-** for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, coloring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. **10,000/-** for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. **5000/-** for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items supplied by the licencer, **twice** the cost of the equipment will be recovered.
- e) Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. **10,000/-** on the contractor.
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs **2,000/-** per complaint.
- g) Any complaint of stones / pebbles of diameter more than 2 mm will attract a penalty on the contractor which can range between Rs **5000/-** to Rs **10,000/-** depending on the size of the stone/ pebble per complaint.
- h) 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. **2,000/-** on the contractor.
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. **10,000/-** would be imposed on the contractor.
- j) Changes in approved menu (as per schedule – C) of any meal without permission of warden/mess committee would result in a fine of Rs. **10,000/-** on the contractor.
- k) Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. **5,000/-** on contractor for every instance.
- l) Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent with the wardens.

Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

TECHNICAL BID WITH BASIC INFORMATION

Details of Bidder (Attach details with documents)

- Name of firm -
- Name of Director /CEO /MD -
- Address -
- Email -
- Website -
- Phone Nos -
- Company registration details -
- Last five year's turnover -
- Number of employees on roll -
On various projects
(Attach proof)
- Details of current projects/CONTRACTS to be attached
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.

Documents to be attached as annexure

- Organization registration documents
- Last three years Financial Year's audited report
- Employee details (supporting documents for Minimum 50 employees)
- Proofs of Execution of contracts
- Demand draft for EMD & Fees
- Company profile / Brochure /Testimonials / Leaflets. For Canteen activity – details of set up and services
- Rate / Prices for food items for sample menus.

B) Details of DD	1. EMD	
	DD No	Amount
	2. Tender fee	
	DD No	Amount

(BOTH OPTIONS ARE MUST TO FILL)
Format for FINANCIAL BID – Option 1
(to be given on letter head)

Sr.No.	Submission	Remarks
Rent proposed (Per annum in INR)		
Annual Rise proposed (in %)		
Security deposit (Interest free)		

- Rent proposed less than INR 15 Lacs per annum shall be disqualified.
- Annual rise for next three years proposed less than 5% per annum shall be disqualified.
- Security deposit shall be Rs. 10 Lac.

Service tax shall be extra, if any.

No other taxes/levies/duties. All other taxes other than service tax to be considered in the cost.

Date -

Sign of bidder and seal

Authorized Sign of representative (with Name and post) & Seal of Company/organization

(All pages to be printed on letter head, all documents to be attached, with self attested complete tender document on each page. Sealed and to be given to Mr B R Chincholikar, TPCT)

**Format for FINANCIAL BID – Option 2
(to be given on letter head)**

Sr.No.	Submission	Remarks
Percent share proposed in Revenue (monthly share) (Per annum in INR)		
Annual Rise proposed (in %)		
Security deposit (Interest free)		

1. Rent proposed less than INR 15 Lacs per annum shall be disqualified.
2. Annual rise for next three years proposed less than 5% per annum shall be disqualified.
3. Security deposit shall be Rs. 10 Lac.

Service tax shall be extra, if any.

No other taxes/levies/duties. All other taxes other than service tax to be considered in the cost.

Date -

Sign of bidder and seal

Authorized Sign of representative (with Name and post) & Seal of Company/organization

(All pages to be printed on letter head, all documents to be attached, with self attested complete tender document on each page. Sealed and to be given to Mr B R Chincholikar, TPCT)