

# **MUMBAI METRO RAIL CORPORATION LIMITED**

## **e- TENDER FOR**

Providing catering services and management of canteen for MMRCL staff having strength of around 175 employees tending to increase upto 300 employees in the period of 3 years at Mumbai Metro Rail Corporation Limited, (MMRCL) NaMTTRI Building, Plot R13, E Block, BKC, Bandra (East), Mumbai – 400 051.

**TENDER COST: Rs. 500/- PER COPY (Non-Refundable)**

**Admin Department, MMRCL**

Mumbai Metro Rail Corporation Limited (MMRCL), NaMTTRI Building, 3<sup>rd</sup> floor, Plot R13, E Block, BKC, Bandra (East), Mumbai – 400 051

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## **DETAILED TENDER NOTICE AND GUIDELINES FOR SUBMISSION OF e-TENDER**

### **DETAILED e-TENDER NOTICE**

MMRCL e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>

Digitally Signed & unconditional online Tenders are invited by OSD (HR), Mumbai Metro Rail Corporation Limited (MMRCL), from reputed caterers for providing services to MMRCL offices located at two buildings within the periphery of 250 mtrs whose addresses are:

1. NaMTTRI Building, Plot R 13, E Block, BKC, Bandra (East), Mumbai – 400 051.(Canteen space is available)
2. MMRDA office, Plot No.14-15, Bandra-Kurla Complex, Bandra (East), MUMBAI 400 051. (Canteen space is not available)

Caterer shall fulfill the conditions as under:

#### **1) Details of tender**

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Tendered Cost Of Work per year (In Rs.)</b>	<b>Cost of Blank Tender Form. (In Rs.)</b>	<b>Earnest Money Deposit (In Rs.)</b>	<b>Contract Period</b>
1	2	3	4	5	6
	Providing catering Services and management of canteen for MMRCL staff having strength of around 175 employees tending to increase up to 300 employees in the period of 3 years.	-	Rs. 500/-	Rs. 30,000/-	1 year (extendable on satisfactory service upto 3 years).

- 2) **Location of the work:** As mentioned above
- 3) The tenders will be received online on above mentioned MMRDA's official E - Tendering portal and will be opened by Tender Committee on scheduled date and time.

**Note:** The tenderer is requested to see all the Conditions of Contract before quoting the tender.

#### 4) Online E-Tender Schedule

Sr. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1.	Tender Authorization and Publishing	-----	06.05.2016 10.00 hrs	06.05.2016 18.00 hrs
2.	-----	Tender Document Download	07.05.2016 09.00 hrs	25.05.2016 18.00 hrs
3.	-----	Bid Preparation and Submission	07.05.2016 09.00 hrs	25.05.2016 18.00 hrs
4.	Pre-Bid Meeting	-----	16.05.2016 (11.00 hrs)	
5.	Tender Closing	-----	26.05.2016 10.00 hrs	26.05.2016 18.00 hrs
6.	-----	Online Control Transfer of Bid	26.05.2016 18.01 hrs	27.05.2016 18.00 hrs
7.	Opening Envelope A – Tender Fees, EMD	-----	30.05.2016 10.01 hrs	31.05.2016 18.00 hrs
8.	Opening Envelope B – Technical Bid	-----	30.05.2016 10.01 hrs	31.05.2016 18.00 hrs
9.	Opening Envelope C – Financial Bid	-----	30.05.2016 10.01 hrs	31.05.2016 18.00 hrs

**Note: Pre-bid meeting will be held at 11.00 hrs dated 16/05/2016 at MMRCL office, NaMMTRI Building, 2nd Floor, Plot R 13, E Block, BKC, Bandra (East), Mumbai – 400 051**

5) Tenderers should have valid class 2 or 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India. In case of requirement of DSC, Tenderers should go to

<https://etendermmrda.maharashtra.gov.in/files/mmrda/misc/Digital%20Certificate.rar>

and follow the procedure mentioned in the document Procedure for Digital Certificate.

- 6) Tenderers who are participating in e-tendering for the first time will have to register and obtain User ID & Password from the above mentioned portal.
- 7) In case of any queries, Tenderers may contact MMRCL's e-tendering service desk at [etendersupport@mailmmrda.maharashtra.gov.in](mailto:etendersupport@mailmmrda.maharashtra.gov.in) on any working day from 10 am to 5.30 pm (Phone No. 022-2659 7445)
- 8) Tender Document and Supporting can be downloaded for reference purpose from the e-Tendering Portal of MMRCL during the period mentioned in the tender notice. Interested Tenderers have to make online payment of Rs. 500/- (Rupees Five hundred only) inclusive of MVAT (non-refundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.
- 9) The tenders shall be received online on above mentioned MMRDA's official e-Tendering portal and opened by the Tender Committee on scheduled date and time.
- 10) If there is any amendment in the tender, the same shall be published on following MMRDA's official e-Tender portals / website:  
MMRDA e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>  
MMRDA Website: <https://mmrda.maharashtra.gov.in>  
MMRCL Website: <https://www.mmrc.com/>
- 11) The bidder should visit the site prior to submission of tender. The successful bidder shall have to sign an agreement manually as required. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the successful bidder. Submission of a bid by a bidder implies that they have read these instructions and made himself aware of the scope of the work, conditions of contract.
- 12) The acceptance of tender will be intimated by email or by the Competent Authority to the Caterer, which shall be deemed to be an intimation of the tender given by the Company Competent to accept the tender.

**13) Eligibility Criteria:-**

The tenderer should fulfill the following eligibility criteria:

- The Caterer shall be competent to enter into the contract under Indian Contract Act, 1872.
- The Caterer shall have an experience of running a canteen / restaurant (Indian/Chinese cuisine - Veg /Non Veg) for minimum 300 people for last three consecutive years.
- The Caterer shall have annual turnover of minimum Rs. 15 lakhs for last 2 years.
- The caterer shall have all necessary permissions, licenses, NOC, registrations etc. from the Competent Authorities required to run the canteen at above specified location.
- The caterer shall submit PF code, ESI code, IT clearance certificate and Bank Solvency certificate of Rs. 10 Lakhs from Nationalized Bank

## **2. Introduction**

1. Mumbai Metro Rail Corporation Limited is a JV of the Govt. of India (GOI) and Govt. of Maharashtra (GOM) responsible for the Implementation of Mumbai Metro Line – 3 (MML-3) for Colaba to Seepz fully underground Rail project.
2. The space that would be provided for the canteen in NaMTTRI building, Ground floor (inclusive of Kitchen, and toilet facilities for restaurant workers) is 1400 sq ft. (dining area) and 600 sq ft.(kitchen area) & no canteen space is available in MMRDA Building. The caterer shall make necessary arrangements to serve in MMRDA building.

## **3. Facilities to be provided by MMRCL to the Caterer**

1. Water will be provided free of cost during the contract period.
2. In addition to water supply, the caterer will also be provided with available furniture, and equipment without any extra charge or rent for running the canteen. The list of inventory of such articles is attached below in Inventory table. The caterer shall have to return these articles in good condition as soon as the contract period is over. Any damages and shortage to the furniture, utensils, equipment etc. will be recovered and adjusted from the available security deposit.
3. Canteen space will be provided free of cost during the contract period.
4. The Company will provide the space for the canteen with the provisions of electricity, gas connection, water and drainage connections thereto, and the caterer shall have to put the necessary counters and fixtures etc. at his own cost.

## **4. Services to be provided by the Caterer to MMRCL**

1. Table services to be provided to all the employees on each floor as and when required.
2. During meeting/seminar/training program, buffet lunch or working lunch shall be provided on prior approval of the concerned officer.
3. The eatables shall be provided to all the employees working in MMRCL at the rates indicated at Annexure 'I', which will be approved by MMRCL. However, the licensee will be at his liberty to charge the outside visitors/public as per the Menu Card. The Menu Card rates shall be got approved from the Company. [Annexure 'I': Any additions or deletion from the menu card shall be done only after approval from the Company.]
4. The caterer should remain open to provide service from 9.00 a.m. to 7.00 p.m. on all working days. During Public holidays, including Saturday & Sunday if the canteen services are required it should be available for the same.

5. Quality of food items to be of high quality standard. Sample testing shall be done by canteen committee if so desired.
6. Maintaining canteen area in hygiene condition shall be responsibility of caterers.
7. Monthly printed coupons shall be provided to management by the Caterer before 25th day of every month for distributing among employees, & it should be valid till 5th date of the next month.
8. Two separate menus shall be provided for the purpose of High Tea Quotations (meeting/conference) along with the rates.
9. Mineral water bottles to be supplied on instructions only.
10. Service boy with neat uniform shall be separately allocated on each floor and for the meeting/conferences and in the canteen. Service boy should be 18 years or above as per legal requirement. The uniforms shall be provided every year to persons employed by him, at his own cost.
11. Canteen utensils & canteen area shall be maintained clean & neatly.
12. Two times (in the morning from 10 am. & evening from 3.30 pm.) tea/coffee/green tea to be served free of cost to all employees on all floors at their tables. Each employee will be entitled for coupons worth Rs. 600/- p.m. for lunch, breakfast & snacks. Lunch items should be available to the staff from 12.30 pm to 3.15 pm.

## **5. Contract period**

The contract will be initially for one year subject to extend on satisfactory performance shown by the Caterer. Contract shall be terminated on prior notice of one month on either side without any reason.

## **6. General Conditions of Contract**

1. Agreement shall be executed with MMRCL on Rs. 500 Stamp duty paper & the expenditure shall be borne by the Caterer. If the said agreement is not executed within 2 months from the date of work order, the contract will stand terminated.
2. After awarding the contract, security deposit of Rs. 75,000/- (Seventy five thousand rupees only) shall be deposited to MMRCL by Demand Draft. This Security Deposit shall be refundable on expiry of the contract/termination. The Deposit shall not carry any interest. Any amount due from the caterer on any account whatsoever shall, if not paid duly, same shall be deducted from the said Security Deposit.
  - a) The bidder should upload scanned copy of PAN Card as well as VAT certificate etc. and scanned attested photocopies of all documents on above mentioned MMRCL official e-Tendering portal & produce in original on request by MMRCL at the time of awarding contract.



- b) MMRCL reserves the right to verify financial transaction of bidder in his Bank / Financial Institutions. Bidder should give Company to that effect along with his accounts number and Bank/ Financial institution name & address. Any changes / modification may be communicated to MMRCL immediately.
- c) **Revision or Amendment in Tender Document:** The Competent Company, may omit or suspend certain items of work, revise or amend the bid document before online submission of bid. Such revisions or amendments or extension, if any, shall be communicated to all concerned by email on above mentioned MMRDA official e-Tendering portal which will be issued within 7 days before the due date of receipt of bid.
- d) **Details of Earnest Money Deposit:** Earnest Money Deposit for this contract will be **Rs. 30,000/-**.
3. The Caterer shall abide by all the prevailing labour and other related Laws and Regulations laid down by State & Central Governments as applicable from time to time.
  4. The caterer shall be liable and responsible for the safety and upkeep of all the furniture, fixtures, fittings, utensils and any other facilities provided by the Company. The cost of the damages caused shall be recovered by MMRCL from the caterer.
  5. The caterer shall not be allowed to transfer or sublease the canteen and any such act shall be treated as a breach of contract and liable for termination of contract.
  6. The right to accept or reject any or all tenders is reserved by the Company without assigning any reasons therefore.
  7. No complaints of non-payment of arrears by the employees will be entertained by the MMRCL. The MMRCL will in no way be responsible for the recovery of the arrears, if any, from the employees.
  8. The caterer and its employees shall have to behave politely with the employees and maintain decorum and discipline in canteen. Misbehavior of any of the canteen person in MMCRL premises will lead to termination of concerned services with immediate effect.
  9. The caterer shall have to abide by and observe the rules and regulations of the Mumbai Municipal Corporation and other authorities. All required permits, licences, permissions NOCs, registrations, certificates and renewal thereof as may be required as per the law in force from Municipality, Police and other concerned authorities to run and conduct the Restaurant/Hotel/Canteen/ Cafeteria etc. shall be responsibility of caterer under intimation to Company. The caterer shall also abide by and observe the provisions of various Labour Acts, such as Shops and Establishment Act, Minimum Wages Act, payment of Wages Act, etc.
  10. The measurements (size) and weights of the soft drinks and eatables will be of normal standard size. However, the same will have to be got approved by the caterer from the Company for the employees of MMRCL and outsiders before the commencement of the contract.

11. The caterer will maintain the quality, quantity and size of eatables at the given and accepted rates and supply the same throughout the contract period. The caterer will also provide satisfactory service to the consumers. In case of departure from the rates, quality, quantity and size of eatables, unsatisfactory supply and service, the contract will be terminated by giving 1 month notice to the caterer, for which no compensation will be payable to the caterer.
12. The premises, furniture, utensils and equipment as per the inventory and also the electric and water fittings will be maintained by the caterer in good and serviceable condition. If any damage or loss occur to the property placed in charge of the caterer during the period of contract, it will be made good forthwith.
13. The canteen premises will not be used or allowed to use for residential purposes by the caterer or by any of its employees.
14. The caterer shall use the premises only for the purpose and business of preparing and supplying prepared items of food, meal, all kinds of snacks, tea coffee and other beverages to all employees of the Company and bonafide visitors to the Company and employees of the offices situated in the NaMTTRI/MMRDA Office building and in general to all public servants on duty at the NaMTTRI/MMRDA Office building and keep the premises open to all members of public without any discrimination of caste, creed or religion.
15. Service of Liquor in the canteen is prohibited. Smoking in canteen shall be strictly prohibited.
16. Canteen shall be subject to inspection by the authorized MMRCL Officers/Employees at any time and if found unhygienic the contract shall be terminated, after giving an opportunity to improve within one month.
17. The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Competent Authority or any officer authorized by MMRCL.
18. The employees of the caterer shall be in the employment of the caterer only and not in the Company and the caterer shall be solely responsible for all acts of Commission or Omission of his employees. All persons employed by the caterer shall be medically fit for handling food and certified for fitness before employment.
19. The Caterer shall obtain insurance policy to insure the premises against fire and other useable items and against any injury to or death of his employee in the course of employment or any injury to or death of a person including the employee of Mumbai Metro Rail Corporation Limited in the course of using the canteen and shall deposit such policy with the Company.
20. The caterer shall be wholly responsible for payment of any taxes including Sales Tax, Cess duties service charge under the existing or future laws, Acts, rules, order, Notifications, etc, issued by the Central or State Government or any local authorities or body in respect of or in connection with the supplies of food items/tea/coffee, etc, and that the Company shall not be liable to pay such taxes/cess duties, etc. whether existing or in future.

21. The caterer shall keep and maintain a Canteen Feedback book easily accessible to the customers who may, if they so desire, record their complaints in the said book which shall be open for inspection by competent authorized.
22. The caterer shall not erect or display any advertisement or sign boards in MMRCL canteen area except with prior permission in writing from Canteen Controlling Officer.
23. The caterer shall not cease to cater at a canteen or otherwise terminate the Agreement before the expiry of its period and in case he ceases to cater or terminate the agreement before the expiry of the notice period & prior to stipulated one month notice he shall be liable to pay to the Company (without any demur or question) such amount of money as the Company may decide as due to it by the caterer.
24. In case of any written complaint received against quality and quantity of food, etc. & services rendered by the Caterer. He will be liable to be fined Rs. 1000/- per instance or as decided time to time by the Competent Authority.
25. **Reimbursement of Canteen Coupons** :- All monthly bills should be submitted on 10<sup>th</sup> of every month.
  - a) Meeting bills to be submitted along with the “Order form”.
  - b) Certified statement in respect of Daily Tea served to all divisions of MMRCL shall be submitted along with the bills.

## **7. Payment Procedures/Mode of Payment**

### **a) Earnest Money Deposit:**

EMD Payment as mentioned above has to be made through RTGS / NEFT mode using the System Generated Challan. Tenderers should ensure that the payment of the EMD is made at-least 5 working days prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Tenderers need to upload scanned copy of EMD paid receipt during bid preparation.

Tenderers failing to complete the payment of EMD using the above mentioned process of RTGS / NEFT or Online payment gateway after downloading the system generated challan will not be able to submit their bids.

### **EMD can be paid by using two Mode of Payment:**

- i. Online payment gateway (i.e. Debit Card/Credit Card/Net-Banking.)
- ii. RTGS / NEFT mode using the System Generated Unique Challan (Account No for EMD transaction for this particular Tender is mentioned in the Challan)

**b) EMD Refund:**

Tenderers should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. MMRCL or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

The earnest money deposit of unsuccessful Tenderers will be refunded through RTGS, NEFT mode only after finalization of the tender for which the above refund details are required. Tenderers should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. In case of successful bidder, amount of the earnest money deposit may be transferred towards part of the security deposit to be paid after the award of the work, if he intends to do so in writing.

Tenderers failing to complete the payment of EMD using the above mentioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.

- EMD Refund Account should remain active until tender is awarded.
- EMD Refund will happen only after Awarding or Cancellation of tenders.

**c) Security Deposit**

The Caterer shall pay Rs.75000/- (Rupees Seventy five thousand only) towards Security Deposit.

**d) Payment to Caterer**

Monthly basis payment will be made to the caterer, after submission of bills till 10<sup>th</sup> date of every month.

## **8. Guideline for filling response to RFP**

- a) The detailed e -Tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document.
- b) Bidder shall follow the instructions on the portal for submission of e-tender. Bid shall be submitted online on the e-tendering portal in 'three electronic envelopes system' within prescribed schedule.

### **I. Envelope 'A':**

Caterer should generate and upload scanned copies of Receipt for the following:

- i. Generate Receipt for e-tender fee.
- ii. Upload Receipt of Earnest Money Deposit.

## **II. Envelope 'B' (Technical bid):**

Caterer shall upload scanned copies of Technical Bid as per Annexure 'I' given on page no. '15 to 21'.

The tenderer should upload the necessary documents complying with the eligibility criteria as below:

- The Caterer shall be competent to enter into the contract under Indian Contract Act, 1872.
- The Caterer shall have an experience of running a canteen / restaurant (Indian/Chinese cuisine - Veg /Non Veg) for minimum 300 people for last three consecutive years.
- The Caterer shall have annual turnover of minimum Rs. 15 lakhs for last 2 years.
- The Caterer shall have all necessary permissions, licenses, NOC, registrations etc. from the Competent Authorities required to run the canteen at above specified location.
- The caterer shall submit PF code, ESI code, IT clearance certificate and Bank Solvency certificate of Rs. 10 Lakhs from Nationalized Bank

## **III. Envelope 'C' (Financial bid):**

- Caterer shall quote item wise minimum rate at the prescribed Performa in e-Envelope C on Lumpsum basis.
- The caterer shall quote total amount of all items on Lumpsum basis. The breakup of total amount as per Annexure 'II' shall be uploaded (scanned copy) in PDF format.
- Upload the scanned copy of Financial bid (Annexure 'II') in Price Bid Cover Letter as per format given in page no."22 to 25" respectively.

## **9. Procedure for Tender opening**

Contents of e-Envelope A will be scrutinized and only those tenderers who have fulfilled the requirements shall be eligible for opening of e-Envelope B. Similarly, contents of e-Envelope B will be scrutinized and only those Tenderers who have fulfilled the requirements shall be eligible for opening of e-Envelope C.

The results of the Financial Bids of all Tenderers shall be available on the e-Tendering portal immediately after completion of the opening process.

## Inventory Details

Inventory of Canteen as on 05 <sup>th</sup> April 2016		
Sr. No.	Items Purchased	Present Qty.
1.	Thermos	1
2.	Tea Jar (Big)	1
3.	B. Spoon (medium)	4
4.	Hot Plate Bajaj	1
5.	Dinner Plate	40
6.	Plate 2 in 1	30
7.	Spoon	26
	<b>Total</b>	<b>103</b>

Annexure 'I'  
**TECHNICAL BID**

(In separate sealed Cover-I super scribed as **Technical Bid**)

1. Name & Address of the Tenderer Organization/ Agency with phone number, fax number, e-mail etc.	
2. Name and designation of contact person with telephone/mobile number etc	
3. Experience in the work of providing catering Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out.	To be submitted as per statement 1 & 2
4. Organizational details : a) Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service. b) Is the establishment registered with the Government; please give details with document/evidence. c) Do you have labour licence. Please provide details and attach a copy. d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in MMRCL.	To be submitted as per statement 3
5. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	

6. Please give EPF No: ESI Code:  Gratuity Act Regn. No:	
7. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details.	
8. Please attach copy of last return of Income Tax	
9. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years.	
10. PAN No. (Please attach copy)	
11. Vat No. (Please attach copy)	
12. Trade Licence No. (Please attach copy)	
13. Service Tax Registration No. (Please attach copy)	
14. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15. Power of Attorney/authorization for signing the bid documents	
16. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
17. Details of the EMD of Rs 30,000/- .	
18. Details regarding financial position of tenders	To be submitted as per statement 4



**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Encls:**

1. EMD\_\_\_\_\_
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

**(Signature of Tenderer with seal)**

**Name:**

**Seal:**

**Address:**

**Phone No (O):**

**STATEMENT NO - .1.**

**STATEMENT SHOWING THE CANTEEN CONTRACTS PREVIOUSLY EXECUTED  
(Please Upload this form in Technical Bid)**

<b>Sr. No.</b>	<b>Name of Work / job awarded.</b>	<b>Name of Department/ Organization which awarded the work.</b>	<b>No. of Employees in the Department/ Organization.</b>	<b>Duration of contract</b>	<b>Turnover during the contract period.  (Yearly)</b>	<b>Remarks. (The tenderer may attach copies of testimonials / certificates).</b>

**STATEMENT NO - .2.**

**STATEMENT SHOWING THE PRESENT CANTEEN CONTRACT AT HAND.**

**(Please Upload this form in Technical Bid)**

<b>Sr. No.</b>	<b>Name of work / job awarded.</b>	<b>Name of Department/ Organization which awarded the work.</b>	<b>No. of Employees in the Department/ Organization.</b>	<b>Duration of contract.</b>	<b>Average daily turnover.</b>	<b>Remarks. (The tenderer may attach copies of testimonials / certificates).</b>

**STATEMENT NO.3.**

**STATEMENT SHOWING THE DETAILS OF PERSONNEL / STAFF WITH THE TENDERER.  
(Please Upload this form in Technical Bid)**

<b>Sr. No.</b>	<b>Name of qualified &amp; experienced person/staff.</b>	<b>Qualifications.</b>	<b>Details of length of service with Tenderer</b>	<b>Previous experience</b>	<b>Remarks, if any.</b>

**STATEMENT NO.4.**

**DETAILS REGARDING THE FINANCIAL POSITION OF TENDERER.**

**(Please Upload this form in Technical Bid)**

<b>Sr. No.</b>	<b>Details of Current Assets held by the Tenderer (latest) (Please specify below)</b>	<b>Sr. No.</b>	<b>Details of fixed assets held by the Tenderer (latest) (Please specify below).</b>	<b>Extent of Solvency of Tenderer (To be supported with certificate of Solvency by Bank- Minimum Solvance Rs.10 Lakhs (Ten Lakhs).</b>

Annexure 'II'  
**FINANCIAL PACKAGE**  
**(UPLOAD IN PRICE BID COVER LETTER)**

Sr. No	Items	Unit	Your Rate
<b>LUNCH ITEMS</b>			
1.	Mutton Masala	One Full Plate.	
2.	Mutton Sukkha	One Full Plate.	
3.	Mutton fry/ Khimma	One Full Plate.	
4.	Chiken Thali	One Full Plate.	
5.	Mutton Khimma Fry	One Full Plate.	
6.	Chicken Sukkha	One Full Plate.	
7.	Chicken Masala	One Full Plate.	
8.	Chicken Fry	One Full Plate.	
9.	Zinga Masala	One Full Plate.	
10.	Zinga Fry	One Full Plate.	
11.	Mandeli Fry	One Full Plate.	
12.	Paplet Masala	One Full Plate.	
13.	Egg Omelet/Pav	One Plate	
14.	Single Egg Burji/Pav	One Plate	
15.	Egg Curry	One Plate	
16.	Rice Plate (Lunch)	Thali	
17.	Rice Plate (Deluxe-Lunch)	One Plate	
18.	Channa Masala	One Plate	
19.	Baigan	One Plate	
20.	Baigan Bharta	One Plate	
21.	Simla Masala	One Plate	
22.	Shrikhand	100 Gram	
23.	Gulab Jam (2 Piece)	One Plate	
24.	Dal Fry	One Plate	
25.	Palak Paneer	One Plate	
26.	Mix Veg	One Plate	
27.	Paneer Burji	One Plate	
28.	Bhindi Masala	One Plate	
29.	Zunka-Bhakar	One Plate	
30.	Full Thali *	One Plate	
31.	Mini Thali **	One Plate	

<b>MORNING/EVENING SNACKS ITEM</b>			
1.	Tea (Ordinary)	1 Cup	
2.	Tea (Special)	1 Cup	
3.	Coffee.	1 Cup	
4.	Nescafe.	1 Cup	
5.	Mosambi Juice	1 Glass	
6.	Orange Juice	1 Glass	
8.	Pineapple Juice	1 Glass	
9.	Apple Juice	1 Glass	
10.	Water Melon Juice	1 Glass	
11.	Mango Juice	1 Glass	
12.	Potato/ with Sambar & Chatni	2 Nos	
13.	Medu wada/ Idli with Sambar & Chatni	2 Nos	
14.	Panjabi Samosa. With sauce	2 Nos	
15.	Onion/Potato Bhaji.	1 Plate.	
16.	Puri-Bhaji	1 Plate.	
17.	Sadha Dosa	1 Plate.	
18.	Masala Dosa.	1 No.	
19.	Uttappa.	1 No.	
20.	Onion Uttappa	1 No.	
21.	Kanda-Poha/ Upma/Sheera	1 Plate.	
22.	Misal Pav	1 Plate.	
23.	Dal Rice	1 Plate.	
24.	Dahi Kachori	2 Nos.	
25.	Vegetable Sandwich	1 Plate.	
26.	Single Omelet Sandwich	1 Plate.	
27.	Toast Sandwich.	1 No.	
28.	Cheese Sandwich	1 No.	
29.	Cheese Toast Sandwich	1 No.	
30.	Usal-Pav	One Plate	
31.	Bread Butter	One Plate	
32.	Toast Butter	One Plate	
33.	Khari/Sweet Lassi	One Glass	
34.	Masala Tak	One Glass	
35.	Dahi Plate	One Plate	
37.	Green Salad	One Plate	
38.	Wafers	One Plate	
39.	Patoto Chips	One Plate	

40.	Sukhi-Bhel	One Plate	
41.	Oli Bhel/Shev-Puri	One Plate	
42.	Cold Drinks	Each Bottle	
43.	Biscuits	Each Packets	
<b>HIGH TEA QUOTATIONS</b>			
	<b>1st type</b>		
	Tea, Bisleri		
	Biscuits of two different type		
	1 Cookie		
	<b>2nd type</b>		
	Tea, Bisleri		
	Biscuits of two type		
	Dryfruits (kaju, badam, pista), sandwich		
	2 types of Farsan		
<b>Note: Farsan includes Sandwich, Dhokla, Wada, Chinese Samosa</b>			
<b>DRY ITEMS</b>			
1.	Wafers (Lay's & Balaji)		
2.	Bhakarwadi		
3.	Banana chips		
4.	Aloo Sev		
<b>FRIDGE ITEMS</b>			
1.	Lassi		
2.	Thumps-up		
3.	Maza		
4.	Sprite		
5.	Mirinda		
<b>TOTAL AMOUNT (Rs.)</b>			

**\*Full thali**

(2 sabji, 1 dal-big bowl, 1.5 size bowl of rice, 4 chapatti, sweet, papad, pickle)

**\*\*Mini Thali**

(1 sabji, 1 dal-small bowl, 1 big bowl of rice, 2 chapatti, sweet, papad, pickle)

(Sabji, chapatti, papad, pickle)

(Dal, rice, papad, pickle)



**Note:**

- i. Please quote the item wise minimum rate
- ii. The Caterer shall quote total amount of all items in Envelope-C (**Financial Package**) on Lumpsum basis. The breakup of total amount as per Annexure 'II' shall be uploaded (scanned copy) in PDF format.

Seal and Signature of Tenderer

**AGREEMENT FOR RUNNING CANTEEN AT M.M.R.C.L. OFFICE PREMISES  
(Sample Agreement Copy)**

This Agreement made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the Mumbai Metro Rail Corporation Limited located at NaMTTRI Building, Plot No. R-13, E- Block, Bandra - Kurla Complex, Bandra (E), Mumbai-400 051 hereinafter called "The Company" which term shall, unless excluded by or is repugnant to the context or meaning thereof and include its successor or successors and assign or assigns one part : and M/s \_\_\_\_\_ represented by \_\_\_\_\_ hereinafter referred to as "The Caterer" which term shall, unless excluded by or repugnant to the context or meaning thereof include its successor or successors of the other part.

WHEREAS the Company is in possession of premises for **Location 1** - NaMTTRI Building, Plot No. R-13, E- Block, Bandra - Kurla Complex, Bandra (E), Mumbai-400 051 admeasuring 1400 sq ft. (dining area) and 600 sq ft. (kitchen area) inclusive of one kitchen and toilet facilities for restaurant workers for Canteen at its above stated Head Office & **Location 2** - MMRDA office, Plot No.14-15, Bandra-Kurla Complex, Bandra (East), MUMBAI 400 051 more fully described in the schedule hereunder and in the plan annexed to this agreement, forming part of the MMRCL, and the same is available for putting a Canteen hereinafter referred to as the premises.

WHEREAS the Caterer is desirous of keeping and maintaining a Canteen in the said premises.

AND WHEREAS the Company has agreed to grant him a license to keep and maintain a Canteen in the said premises on the terms and conditions hereinafter mentioned.

NOW, THEREFORE, it is hereby mutually agreed:

- 1) That in consideration of the premises stated herewith the Company grants to the Caterer permission and license to run the canteen. This permission shall commence from \_\_\_\_\_ 2016 and shall be in force for a period of 12 months from \_\_\_\_\_ 2016 to \_\_\_\_\_, 2017 initially, and if the standard of food to be served in the canteen is found to be satisfactory to the MMRCL further period will be extendable upto 3 years.
- 2) The Caterer shall pay Rs. 75000/- (Rupees Seventy Five thousand only) towards security deposit.
- 3) The Company shall provide the space for the canteen with the provisions of Gas pipe line, electricity, water and drainage connections thereto, and the caterer shall have to put the necessary counters and fixtures etc. at his own cost.

- 4) The caterer shall make no additions or alterations whatsoever to the premises without prior permission in writing of the Company and only in accordance with such directions as are given by the Company.
- 5) Water will be provided free of cost during the contract period.
- 6) In addition to water supply, the caterer will also be provided with available furniture's and equipment including crockery without any extra charge or rent for running the canteen. The list of inventory of such articles is attached in Inventory Details table. The caterer shall have to return these articles in good condition as soon as the contract period is over. Any damages and shortage to the furniture, utensils, equipment etc. will be recovered.
- 7) The eatables shall be provided to all the employees working at MMRCL at the applicable rates which are indicated in Annexure 'II' and these rates will be firm and will not be changed under any circumstances throughout the contract period. However, the licensee will be at this liberty to charge the outside visitors/public as per Menu Card. The Menu Card rates shall be got approved from the Company.
- 8) The caterer should remain open to provide service from 9.00 a.m. to 7.00 p.m. on all working days. During Public holidays, including Saturday & Sunday if the canteen services are required it should be available for the same.
- 9) The caterer shall provide uniforms every year to persons employed by him, at his own cost.
- 10) The caterer shall execute Agreement with MMRCL and the expenses on account of the payment of Stamp Duty and other expenses, if any; incidental to such execution shall be fully borne by the caterer. If the said agreement is not executed within 2 months from the date of work order, the contract shall stand terminated.
- 11) The caterer shall be responsible for any misbehavior by the persons employed by him and the presence of any canteen employee is harmful to the MMRCL, by virtue of any acts or deeds, the caterer should immediately remove the canteen employee.
- 12) The Caterer shall abide by all the Labour Industrial Laws as applicable from time to time the caterer shall obtained a certificate under Bombay Shops and Establishment Act, 1940.
- 13) The Caterer shall keep and maintain a complaint book easily accessible to the customers who may if they so desire, record their complaints in the said book which shall be open for inspection by the Competent Authority.
- 14) The measurements (size) and weights of the soft drinks and eatables will be of normal standard size. However, the same will have to be got approved by the caterer from the Company for the employees of MMRCL and outsiders before the commencement of the contract.

- 15) No complaints of non-payment of arrears by the employees will be entertained by the MMRCL. The MMRCL will in no way be responsible for the recovery of the arrears, if any, from the employees.
- 16) The caterer shall be entirely responsible for and deal by himself with any industrial disputes and the MMRCL will not be responsible for any consequential liabilities.
- 17) The caterer and its employees shall have to behave politely with the employees and maintain decorum and discipline in canteen.
- 18) The caterer shall have to abide by and observe the rules and regulations of the Mumbai Municipal Corporation and other authorities. All required permits, licenses, permissions NOCs, registrations, certificates and renewal thereof as may be required as per the law in force from Municipality, Police and other concerned authorities to run and conduct the Restaurant/Hotel/Canteen/Cafeteria etc. shall be responsibility of caterer under intimation to Company. The caterer shall also abide by and observe the provisions of various Labor Acts, such as Shops and Establishment Act, Minimum Wages Act, payment of Wages Act, etc.
- 19) The caterer will maintain the quality, quantity and size of eatables at the given and accepted rates and supply the same throughout the contract period. The caterer will also provide satisfactory service to the consumers. In case of departure from the rates, quality, quantity and size of eatables, unsatisfactory supply and service, the contract will be terminated by giving to the caterer 1 month notice, for which no compensation will be payable to the caterer.
- 20) The premises, furniture, utensils and equipment as per the inventory as also the electric and water fittings will be maintained by the caterer in good and serviceable condition. If any damage or loss occur to the property placed in charge of the caterer during the period of contract, it will be made good forthwith.
- 21) The canteen premises will not be used or allowed to be used for residential purposes by the caterer or by any of its employees.
- 22) Service of Liquor in the canteen is prohibited
- 23) Smoking in canteen shall be strictly prohibited
- 24) Canteen shall be subject to inspection by the authorized MMRCL Officer/Employee at any time and if found unhygienic the contract shall be terminated, after giving an opportunity to improve within one month.
- 25) The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Competent Authority or any officer authorized by him.
- 26) The caterer shall maintain and run a canteen in the same way in all matters as obtaining in similar canteen in Mumbai.
- 27) The caterer shall use the premises for the purpose and business of preparing and supplying prepared items of food, meal, all kinds of snacks, tea coffee and

other beverages to all employees of the Company and bonafide visitors to the Company and employees of the offices situated in the MMRCL building and in general to all public servants on duty at the MMRCL building and keep the premises open to all members of public without any discrimination of caste, creed or religion.

- 28) The employees of the caterer shall be in the employment of the caterer only and not in the Company and the caterer shall be solely responsible for all acts of Commission or Omission of his employees. All persons employed by the caterer shall be medically fit for handling food and certified for fitness before employment.
- 29) The Caterer shall obtain insurance policy to insure the premises against fire and other useable items and against any injury to or death of his employee in the course of employment or any injury to or death of a person including the employee of Mumbai Metro Rail Corporation Limited in the course of using the canteen and shall deposit such policy with the Company.
- 30) The caterer shall be wholly responsible for payment of any and all taxes including Sales Tax, Cess duties service charge under the existing or future laws, Acts, rules, order, Notifications, etc, issued by the Central or State Government or any local authorities or body in respect of or in connection with the supplies of food items/tea/coffee, etc, and that the Company shall not be liable to pay such taxes/cess duties, etc. whether existing or in future.
- 31) The caterer shall keep and maintain a complaint book easily accessible to the customers who may, if they so desire, record their complaints in the said book which shall be open for inspection by the Competent Authority.
- 32) The caterer shall not erect or display any advertisement or sign boards except with prior permission in writing from Competent Authority.
- 33) The caterer shall not cease to cater at a canteen or otherwise terminate the Agreement before the expiry of its period and in case he ceases to cater or terminate the agreement before the expiry of the said period, he shall be liable to pay to the Company (without any demur or question) such amount of money as the Company may decide as due to it by the caterer.
- 34) In case of any complaint with respect to the services to be rendered, quality and quantity of food, etc. the caterer shall be liable to be fined Rs. 1000/- per instance or as decided time to time by the Competent Authority.
- 35) The caterer shall prepare sufficient food Veg. / Non Veg., Tea / Coffee, Snacks and as requirement from the employees is received from time to time. No complaint shall be entertained.
- 36) The caterer shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Competent Authority and such other departments as may be entrusted by the rules and regulations with the works of inspection and enforcement about the conditions of sanitation, cleanliness and hygienic.

- 37) The caterer shall maintain and run a canteen in the same way in all matters as obtaining in similar canteen in Mumbai.
- 38) The caterer shall be responsible for keeping the accommodation and facilities used by him in neat and clean condition. The Company shall have the right to inspect such accommodation and facilities and may call upon the caterer to maintain the facilities in a neat and clean manner to its satisfaction.
- 39) The caterer shall operate a canteen every day as per timing as considered necessary by the Competent Authority.
- 40) On the occurrence of any injury to caterer's employee's the caterers shall comply with the Mumbai factories Rules in notifying the concern authorities within time stipulated therein and shall also inform the Metropolitan Commissioner of the incident. The caterer will at all times keep the Company, effectually indemnified against any liabilities under the workmen's compensation Act, 1923 or any amendment thereof.
- 41) In case any dispute on interpretation arises out of this agreement, the matter will be referred to the Competent Authority for decision and the decision of the Competent Authority shall be final.
- 42) The agreement is made in Mumbai and only the Courts in Mumbai shall have exclusive jurisdiction to entertain any matter arising out of this agreement.
- 43) In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the MMRCL due to negligence of personnel in performing his/her duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by MMRCL shall be recovered from the Agency's monthly bill or from his security. In such matters, where required, the agency will investigate and submit a report to MMRCL and maintain liaison with the police. FIR will be lodged by MMRCL, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- 44) The agency shall ensure that all staff appointed by them is fully loyal-to and assist the MMRCL during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the MMRCL.
- 45) No request for making advance payment on any ground shall be entertained.
- 46) If the successful Agency fails to maintain declared and required number of qualified manpower, the Agency shall be liable to pay penalty to MMRCL.
- 47) Any complaint by MMRCL if not attended within prescribed time may attract a penalty of Rs. 500/- for each complaint to the Agency as decided by MMRCL.
- 48) In case of any dispute between the Agency and MMRCL, MMRCL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at MUMBAI.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year first here in above written.

SIGNED, SEALED AND DELIVERED By the Officer on Special Duty – HR for and on behalf of the MMRCL.

In the presence of

(1)

(2)

SIGNED BY ----- for and on behalf of M/s. -----  
-- MUMBAI.

In the presence

**General Manager (HR)**  
**MMRCL**