



GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK
Plot No 23-24, Sector 30A, Vashi, Navi Mumbai

GOVERNMENT OF MADHYA PRADESH

TENDER DOCUMENT (3rd Call)

FOR

**PROVIDING EARMARKED SPACE IN MADHYALOK UNDER LEAVE &
LICENSE TO AN AGENCY FOR THE SOLE PURPOSE OF RUNNING
RESTAURANT FOR OUTSIDERS & PROVIDING CATERING SERVICES TO
IN-HOUSE GUESTS & STAFF OF MADHYALOK**

AT

**MADHYALOK, PLOT NO 23-24, SECTOR 30A,
VASHI NAVI MUMBAI - 400705**



A:- NIT AND TECHNICAL BID

B:- FINANCIAL BID

Pages 01 to 57 (Part -'A')

Pages 58 to 60 (Part -'B')

Including cover pages

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
Website: www.mpbhawan.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

TENDER DOCUMENT (3rd Call)

FOR

Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok

at

**MADHYALOK, PLOT NO 23-24, SECTOR
30A, VASHI, NAVI MUMBAI – 400705**

SECTION-1

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
Website: www.mpbhawan.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

Tender No. 03/January/Restaurant/Madhyalok/2019

dated: 10/01/2019

1. NOTICE INVITING TENDER (3rd Call)

- 1.1 Sealed tenders for Job Work in State Guest House of Government of Madhya Pradesh at Navi Mumbai, namely, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai are invited for providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok – with two bid system (Technical bid & Financial bid through e-Tendering) in the prescribed proforma from interested Limited/ Pvt. Limited Companies/ registered firm/ society (as specified in clause 5.1.8 of Section-5) for five year from the date of start of work.
- 1.2 Detailed job descriptions have been made in the relevant section of the body of tender document.
- 1.3 Tender documents shall be downloaded from the website: www.mpbhawan.gov.in or <https://mptenders.gov.in> and submission of bids through e-tendering with non-refundable cost of the form ₹ 5,000/- (Rs. Five Thousand only) to be paid online.
- 1.4 The financial bid have to be submitted through e-tendering process online up to 03:00 PM on 20/02/2019 on site <https://mptenders.gov.in> In no case financial bids would be received and accepted on paper. Financial bid would be opened in respect of bidders whose technical bids are found acceptable by the committee constituted for this purpose.
- 1.5 The last date of submission of Technical Bid is 20/02/2019, up to 3.00 PM and the same will be opened in the presence of such bidder who may wish to be present at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai on 21/02/2019 at 3.30 PM.
- 1.6 Technical bid must be submitted in two cover system,
1st for technical bid subscribing for providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok and
IInd for Demand draft from any Nationalised/ Scheduled Bank for EMD ₹ 5,00,000/- (Rs. Five Lakh only).
Both technical bid and EMD Bank Draft envelopes to be submitted in large separate envelope.
- 1.7 A pre-bid conference already held on 25/01/2019 at 03.00 PM in the Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
- 1.8 The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority shall be final and binding.

Jt. Resident Commissioner
M.P. Bhawan, Mumbai

SECTION-2

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
Website: www.mpbhawan.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

2. BRIEF INFORMATION ON BID DOCUMENT

Tender No.	03/January/Restaurant/Madhyalok/2019
Duration of Contract	Five years (subject to review of performance and renewal every year)
Last date and time of submission	20/02/2019 upto 3.00 p.m.
Date and Time of Opening of Technical Bid	21/02/2019 at 3.30 p.m.
Date and Time of Pre-bid conference	25/01/2019 at 03.00 p.m. (already held)
Date of opening of Financial Bid for Technically qualified Bidders	05/03/2019 at 3.00 p.m.
EMD	₹ 5,00,000/-
Security Deposit	₹ 50,00,000/-
Cost of Tender Document	₹ 5,000/-
Validity of Bid	120 days
Total No. of Pages of Tender Document	Pages 01 to 55 (Part -'A') Pages 56 to 58 (Part -'B')
Address & Venue of Submission of Bids	Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
Contact person for clarification, if any (During office hours)	Sh. Sanjay Kumar Mishra Joint Resident Commissioner, Madhyalok, Mumbai 022-27811081 Mob. 9425137980 Sh. R.K. Mishra Joint Resident Commissioner, Mob. 9313280986

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002 , 0120-4200 462 , 0120-4001 005 & 0120-6277 787

SECTION-3

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
Plot No 23-24, Sector 30A, Vashi, Navi Mumbai
Website: www.mpbhawan.gov.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

TENDER DOCUMENT FOR

For

Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok

at

MADHYALOK, PLOT NO 23-24, SECTOR
30A, VASHI, NAVI MUMBAI – 400705

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SECTION- 4

LEASING RESTAURANT SPACE FOR OUTSIDERS & PROVIDING CATERING SERVICES FOR IN-HOUSE GUESTS

4.1. TECHNICAL BID

4.1.1	Name of Tendering Company/ Agency	
4.1.2	Names of Directors	
4.1.3	Full Particulars of Office	
4.1.3. A	Address	
4.1.3.B	Telephone No.	
4.1.3.C	Fax No.	
4.1.3. D	E-mail Address	
4.1.4	<i>Full Particulars Of The Bankers Of Company, With Full Address / Tel. No.</i>	
4.1.4.A	Name of the Bank	
4.1.4.B	Address of the Bank	
4.1.4.C	Telephone No.	
4.1.4.D	Fax No.	
4.1.4.E	E-mail address	
4.1.4.F	Alternative E-Mail Address	
4.1.5	<i>Registration Details</i>	
4.1.5.A	PAN/TAN No.	
4.1.5.B	GST Registration No.	
4.1.5.C	E.P.F. Registration No.	
4.1.5.D	E.S.I. Registration No.	
4.1.6	<i>Details of Earnest Money Deposit</i>	
4.1.6.A	Amount (₹)	
4.1.6.B	D.D No. and Date	
4.1.6. C	Drawn on Bank	
4.1.6.D	Valid up to	
4.1.7	<i>Audited Balance Sheets</i>	
4.1.7.A	Audited Balance Sheets for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.B	Audited Income Expenditure Statement for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.C	Audited Profit and Loss Account Statement for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	
4.1.7.D	Audited Report Statement for 2014-15, 2015-16, 2016-17, and 2017-18 (audited or provisional)	

4.2 Details of Staff & Past and Present Contracts

4.2.1 Details of the past contracts in running Restaurant & Providing Catering Services in Hotels/Guest Houses

	Name and Address of the organization / department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details regarding the contract including manpower deployed	Value of Contract (₹)	Duration of Contract		Present status of contract
				From	To	
				DD/MM/YYYY	DD/MM/YYYY	
4.2.1.1						
4.2.1.2						
4.2.1.3						
Additional information, if any						

4.2.2 Details of the existing contracts in running Restaurant & Providing Catering Services in Hotels/Guest Houses

	Name and Address of the organization/ department with Name, Designation and Telephone / Fax/ email/ Mobile No./ Postal Address of the officer concerned	Details of contract	Manpower deployed Maintenance Engineering	Value of Contract (₹)	Duration of Contract	
					From	To
					DD/MM/YYYY	DD/MM/YYYY
4.2.2.1						
4.2.2.2						
4.2.2.3						
Additional information, if any						

4.2.3 Additional information, if any, may be provided.

The above formats may be used to provide requisite details and separate sheets may be used.

4.4 DECLARATION

- 4.4.1 I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- 4.4.2 The rates and license fee quoted by me are valid and binding on me during the period of validity of the tender.
- 4.4.3 I, the undersigned hereby bind myself to the Resident Commissioner, Government of Madhya Pradesh, Mumbai during the period of contract.
- 4.4.4 The Performance Security deposited by me shall remain in the custody of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 till the expiry of the contract. The performance Security Deposit will not carry any interest.
- 4.4.5 The conditions herein contained shall form part of and shall be taken as included in the agreement itself.
- 4.4.6 I will be wholly responsible for running Restaurant for Outsiders & Providing Catering Services to In-House Guests/ Staff of Madhyalok under leave & license at Madhyalok, Navi Mumbai.
- 4.4.7 I shall be responsible to provide all benefits i.e. Bonus, ESI and Gratuity etc. to eligible employees employed by me.
- 4.4.8 I shall abide by the provisions of Minimum Wages Act 1948 and Contract Labour Act 1970 and other Labour Laws applicable from time to time.
- 4.4.9 Should any lapses occur from me or on my workers part, while discharging the services, Resident Commissioner, Govt. of M.P., Mumbai may cancel my contract and award the work to another agency and the cost difference may be recovered from me.
- 4.4.10 There is no vigilance/CBI or court case pending against the firm and also has not been blacklisted.
- 4.4.11 I agree that the decision of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 regarding acceptance/rejection of the Tender shall be final.
- 4.4.12 I indemnify Resident Commissioner, Govt. of M.P., Mumbai against any claims, damages, loss or penalty including costs there of arising out of any breach or violation of any of the provisions of all the laws, including labour laws as applicable from time to time, governing the workers employed by me.

4.5 Affirmation

- 1 I, _____ Son / Daughter of Smt/ Shri _____ Director / Authorised Signatory of _____ affirm that I am competent to sign this declaration and execute this tender document.
- 2 I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: _____ Signature of Managing Director/ Authorized Signatory
Place: _____ Name:
Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Company on Rs. 100/- Non Judicial Stamp paper duly notarised, should be enclosed with Technical Bid.

INSTRUCTIONS TO THE BIDDERS

5.1 GENERAL INSTRUCTIONS

- 5.1.1 For the Bidding/ Tender Document Purposes, "Resident Commissioner, Government of Madhya Pradesh, Mumbai" shall be referred to as 'Client' and the Successful Bidder/ Bidder shall be referred to as 'Contractor'/ Agency and/or Bidder.
- 5.1.2 The sealed technical bid & EMD bank draft should be delivered at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai by stipulated date and time.
- 5.1.3 Tender documents shall be downloaded from the website: www.mpbhawan.gov.in or <https://mptenders.gov.in> and submission of bids in such downloaded forms should be accompanied by non-refundable cost of the form ₹ 5,000/- (Rs. Five Thousand only) to be paid online.
- 5.1.4 (i) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- (ii) The bidder are advised to visit personally the work place i.e. Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 to acquaint himself first hand, with the earmark space for running restaurant in Madhyalok on leave and license including the Catering services required for in-house guest/ staff/ official meetings before bidding. Ignorance of any kind will not be entertained later on.
- 5.1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 5.1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Tendering Company/Firm/Tenderer.
- 5.1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 5.1.8 The Bidding Company should only be a Limited/ Private Limited Company, registered under the Companies Act, 1956 or a registered firm/ society engaged in similar Catering activities. Bidding in the form of Proprietorship or Partnership Firm / JV Consortium is not permitted.
- 5.1.9 The parties to the Bid shall be the 'Bidders' and the client shall be the Resident Commissioner, Government of Madhya Pradesh, Navi Mumbai.
- 5.1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 5.1.11 The requirements of services are tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

5.2 MINIMUM ELIGIBILITY CRITERIA

5.2.1 The following shall be the minimum eligibility criteria for selection of bidders technically.

- 5.2.1.a Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship, Partnership is not permitted. Proof for supporting the legal validity of the Bidder shall be submitted.
- 5.2.1.b Registration: The Bidder should be registered with the Income Tax Department and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation, GST.
- 5.2.1.c Returns: The Bidder should also submit returns of Sales/Service Tax Department/GST and Income Tax Department for last three years. Relevant proof in support shall be submitted.
- 5.2.1.d Experience: The Bidder should have experience in the field of Catering in the Government Departments / Public Sector (Central/State/Private Reputed Organisation) for the last three consecutive years.
- 5.2.1.e The Bidders Net Worth shall mean the sum of subscribed & paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 5.2.1.f The Bidder needs to qualify as per the condition mentioned in clause 5.9.4 of this document.

5.2.2 Documents supporting the Minimum Eligibility Criteria

- 5.2.2.i In proof of having fully adhered to the minimum eligibility criteria at 5.2(a), attested copy of Certificates of Incorporation issued by the respective registrar of companies.
- 5.2.2.ii In proof of having fully adhered to minimum eligibility criteria at 5.2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration and GST Registration.
- 5.2.2.iii In proof of having fully adhered to minimum eligibility criteria at 5.2(c), attested copies of Returns of last three years returns from Sales/ Service Tax/ GST Department, Income Tax Department.
- 5.2.2.iv In proof of having fully adhered to minimum eligibility criteria at 5.2(d), attested copy of experience certificates for completed work/ ongoing work issued by the Government Departments / PSUs/ Reputed Organisations shall be acceptable.
- 5.2.2.v Attested copy of the Audited Balance Sheets for the last 3 completed financial years i.e. for 2014-2015, 2015-2016 and 2016-2017, and Provisional or Audited Balance Sheet of 2017-18.
- 5.2.2.vi Attested copies of all documents required to substantiate the claims made by the Bidder in clause 5.9 of this document.

5.3 EARNEST MONEY DEPOSIT:

- 5.3.1 The bid should be accompanied by an Earnest Money Deposit of ₹ 5,00,000/- (Rupees Five Lakh only) in the form of Bank Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 03 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of "**Additional Resident Commissioner, Government of Madhya Pradesh, Madhya Pradesh Bhawan, New Delhi**" payable at New Delhi.
- 5.3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 5.3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the

Government.

- 5.3.4 The bids without Earnest Money shall be summarily rejected.
- 5.3.5 No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 5.3.6 The Earnest Money may be forfeited:
 - 5.3.6.a If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - 5.3.6 b In case of successful bidder, if the bidder
 - 5.3.6 b (i) Fails to sign the contract in accordance with the terms of the tender document
 - 5.3.6 b (ii) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - 5.3.6 b (iii) Fails or refuses to honor his own quoted prices for the services or part thereof.

5.4 VALIDITY OF BIDS

- 5.4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 5.4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5.5 PREPARATION OF BIDS

- 5.5.1 Language: Bids and all accompanying documents shall be in English or in Hindi
- 5.5.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- 5.5.2 a Technical Bid Submission Form duly signed and printed on Company's letterhead (Section-4).
- 5.5.2.b Signature and Stamp on each page of the tender document.
- 5.5.2 c Contact Details Form, duly filled and signed (Section 4.1)
- 5.5.2 d Financial Capacity form –filled in signed and stamped (Section 5.2e)
- 5.5.2.e Earnest Money Deposit of ₹ 5,00,000/-
- 5.5.2.f Online deposit of cost of Tender form ₹ 5,000/-.
- 5.5.2.g All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-5 (para5.2 and 5.2.2.1 above).
- 5.5.2 h Certified copy of Chartered Accountant for turnover for last three years.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No. 03/January/Restaurant/Madhyalok/2019 with the Name and address of the Bidder.
- 5.5.3 Online Financial Bid: Bidder should prepare Online financial Bid in the Price Schedule as provided in the Tender Document (Section-11).

5.6 SUBMISSION OF BIDS

- 5.6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Bank Draft for EMD, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed. Financial bid will be submitted online as per Clause 5.5.3 above.
- 5.6.2 The Bid shall be submitted not later than 03.00 PM of 20/02/2019 addressed to Office of the Resident Commissioner, Govt. of M.P., Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai.
- 5.6.3 Bidders sending their technical bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 5.6.4 Technical Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai reserves right to extend the date/ time for receipt of bids, before opening of the Technical Bids.
- 5.6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

5.7 PRE-BID (BID OPENING PROCEDURE)

- 5.7.1 It is compulsory that every bidder should visit the work place to get acquainted with work conditions as well as to attend the pre bid meeting. Otherwise their bid may be disqualified at Technical bid stage. The pre bid will be held at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400705 on scheduled date.
- 5.7.2 The Technical Bids shall be opened in the Office of the Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai on 21/02/2019 at 15:30 hours by the Committee authorized by the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai in the presence of such bidders who may wish to be present or their authorised representatives.
- 5.7.2 The online financial bids of only those bidders who's Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders through e-mail.
- 5.7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 5.7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 5.7.5 All the present Bidders or their representatives shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 5.7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 5.7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 5.7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 5.7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present.
- 5.7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government,

the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

5.8 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 5.8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 5.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 5.8.3 Client also reserves right to seek confirmation/ clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 5.2.2

5.9 TECHNICAL BID EVALUATION

- 5.9.1 The Client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
- 5.9.2 The technical bid shall be used to evaluate the Bidder for the purpose of qualification for opening of the financial bid.
- 5.9.3. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

Sl.No.	Items of Evaluation	Max. Marks	Marks Awarded
(i)	Number of Years in Catering/ similar Operations	25	
(a)	1 to 3 years		01
(b)	3 to 5 Years		05
(c)	5 to 8 years		10
(d)	8 to 10 years		15
(e)	More than 10 years		25
(ii)	Net Worth (for the financial year 2016-2017)	15	
(a)	2 Crores to 5 Crores		01
(b)	5 Crores to less than 10 Crores		05
(c)	10 Crores to less than 15 Crores		10
(d)	15 Crores to less than 20 Crores		15
(iii)	Turnover (for the financial year 2016-2017)	25	
(a)	50 lakh to 2.0 Crore		01
(b)	2.0 Crore to less than 4.0 Crores		05
(c)	4.0 Crores to less than 6.0 Crores		10
(d)	6.0 Crores to less than 8.0 Crores		15
(e)	8.0 Crores and above		20
(iv)	Number of regular manpower on pay roll of the Bidder in FY 2017-18 (in catering Job only)	25	
(a)	30-50		01
(b)	50 – 99		05
(c)	100 – 149		10
(d)	150 – 200		15
(e)	200 and above		25
(v)	Accreditation Certificate	10	

(a)	ISO 22000 (FSMS) ¹		01
(b)	OHSAS 18001:2007 ²		01
(c)	Registration with FSSAI ³		01
(d)	ISO 9001:2008 ⁴		01
(e)	ISO 10002:2004 ⁵		01
(f)	ISO on Fire Safety 24678-6: 2016 ⁶		01
(g)	ISO 14001:2004 ⁷		01
(h)	Any other relevant government recognized domestic or international certificate of this nature		02*

* Maximum of 02 certificates for which 01 mark will be awarded for each certificate

5.9.4 The bidder must secure mandatorily a minimum of total 60% marks detailed in clause 5.9.3 above in technical evaluation in order to be a qualified bidder for being for opening of financial bids.

5.9.5 Only the bidders who qualify in the technical evaluation stage shall be called for opening of financial bids. Client shall intimate such bidders, the time and venue for the financial bid opening through email.

5.10 FINANCIAL BID OPENING PROCEDURE

5.10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids.

5.10.2 All the technically qualified bidders/ their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the authorisation letter from their Companies.

5.10.3 Absence of bidders or their authorised representatives shall not impair the legality of the process.

5.10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/ correction of arithmetical error in the financial bid if any.

5.10.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

5.11 RIGHT OF ACCEPTANCE:

5.11.1 The Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind himself to accept the lowest or any specific bid. The decision of the Competent Authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai in this regard shall be final and binding.

5.11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

¹ ISO 22000 (FSMS) is Food Safety Management System Refer url <https://www.bsigroup.com/en-IN/>

² ISO OHSAS 18001:2007 is Occupational Health and Safety Management System Refer url <https://www.bsigroup.com/en-IN/>

³ Registration with FSSAI is Food Safety and Standards Authority of India Refer url <http://www.fssai.gov.in/>

⁴ ISO 9001:2008 is Quality Management System (QMS) Refer url <https://www.bsigroup.com/en-IN/>

⁵ ISO 10002:2004 is Complaint Management System (CMS) Refer url <https://www.bsigroup.com/en-IN/>

⁶ ISO on Fire Safety 24678-6: 2016 Refer url <https://www.iso.org/standard/42356.html>

⁷ ISO 14001:2004 is Environmental Management System (EMS) Refer url <https://www.bsigroup.com/en-IN/>

- 5.11.3 The competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 5.11.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. The next higher bidder (s) shall be negotiated to bring down its bid to L1 level or close to that level.
- 5.11.5 The Resident Commissioner, Government of Madhya Pradesh, Mumbai may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking/ Reputed Organisation etc.

5.12 NOTIFICATION OF AWARD BY ISSUANCE OF "LETTER OF ACCEPTANCE"

- 5.12.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate to him, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 5.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 5.12.3 The time taken between the date of issue of LoA and Notice to Proceed (see clause 6.3) shall not prevent the contractor to mobilize its resources and related services.

5.13 RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 5.13.1 The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within ten (10) working days after opening of the eligible financial Bids.
- 5.13.2 The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within ten (10) working days, on award of contract to the Successful bidder.
- 5.13.3 The Earnest money deposit of all the bidders shall be returned along with their un-opened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 5.13.4 The earnest money deposit of the successful bidder will be returned after the signing of agreement and submission of Performance Bank Guarantee as per contract.

GENERAL CONDITIONS OF CONTRACT (GCC)**6.1 DEFINITIONS**

6.1.1 In this Contract, including the Schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Contract"	The word "Contract" and "Leave and License" has been used interchangeably.
EMD	Earnest Money Deposit.
"Madhyalok"	State Guest house of Govt. of Madhya Pradesh, Madhyalok, Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705.
Party	The word "party" means the Successful Bidder/ Contractor to whom the Restaurant Space for Outsiders & Providing Catering Services for In-House Guests has been awarded on Leave & License and the Client "Resident Commissioner, Government of Madhya Pradesh, Madhyalok, Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705".
Client	Shall mean "Resident Commissioner, Government of Madhya Pradesh, Mumbai".
PBG	Performance Bank Guarantee/ Security Deposit.
PMEC	Performance Monitoring and Evaluation Committee.
Letter of Acceptance (LoA)	Shall mean the intent of the Client to engage the successful bidder for providing earmarked space in Madhyalok under Leave & License for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok in Client premises has been awarded.
Notice to Proceed	Shall mean the date from which the earmarked space in Madhyalok under Leave & License will be provided to the Contractor for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok in Client premises has been awarded.
'Confidential Information'	Shall mean all information that is not generally known and which is obtained/ received during the tenure of the contract and relates directly to the business / assets of Client including the information having commercial/ official value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of providing earmarked space in Madhyalok under Leave & License for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok in Client premises has been awarded.

6.1.2 CONFIDENTIALITY

- 6.1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 6.1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

6.2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 6.2.1 The successful bidder, within fifteen days of the acceptance of the LoA, shall execute a Performance Bank Guarantee in the form of a Guarantee of any nationalized/ scheduled bank for a sum equivalent to ₹ 50,00,000/- (Fifty Lakhs Only) in favour of Addl. Resident Commissioner, Madhya Pradesh Bhawan, New Delhi, payable at New Delhi. The bidder has to keep such Bank Guarantee alive beyond two months of the contract period or/ account settlement, whichever is later.
- 6.2.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai in the event of any breach or negligence or nonobservance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the Notice to Proceed.
- 6.2.2.a If the Contractor is called upon by the competent authority of the Office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Resident Commissioner, Government of Madhya Pradesh, Mumbai shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 6.2.2.b On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of similar specifications, samples or other property belonging to the client, which may have been issued during the course of the contract to the contractor or was in possession of Contractor since inception of contract under leave & license.

6.3 NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to execute the leave and license contract for providing earmarked space in Madhyalok under Leave & License for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok in Client premises.

6.4 SIGNING OF CONTRACT

- 6.4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 6.4.2 Client shall prepare the draft Articles of Agreement in the Performa included in this Document, duly incorporating all the terms of agreement between the two parties and send the

same in duplicate to the successful Bidder for their concurrence.

- 6.4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Seven (07) days of receipt of the draft Articles of Agreement from Client, duly printed on ₹ 100/- Stamp paper.
- 6.4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

6.5 SERVICES REQUIRED BY THE CLIENT

- 6.5.1 The Contractor shall be providing Restaurant Services for outsiders & providing Catering Services to In-House Guests/ Staff of Madhyalok under leave & license in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 6.5.2 The Contractor shall be providing Restaurant Services for outsiders & shall also be providing Catering Services to In-House Guests/ Staff of Madhyalok under leave & license in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed, in all respects in accordance with the Contractor's obligations and Client's satisfaction.

6.6 COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.6.1 Submission of Performance Bank Guarantee in accordance with Clause 6.2 (Section-6).
- 6.6.2 The Contractor shall commence running restaurant for outsiders and providing catering services in-house guest in the premises within 45 days of moratorium period from the date of receipt notice to proceed as set out in clause 6.3 (Section-6)
- 6.6.3 On commencement of the services, the contractor to ensure that he has taken over all the articles as per inventory prepared, and the same to be handed over back to the client after expiry of the contract in good and working condition. The contractor will also be responsible for all the inventories issued during the course of the contract. Any shortage or damages due to careless handling will have to be borne by contractor.

6.7 CONTRACTOR'S OBLIGATIONS

- 6.7.1 The Contractor shall provide Restaurant services for outsiders & provide Catering Services for In-House Guests at Client's premises as per Schedule of Work/ Requirements (Section-7) which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
- 6.7.2 The Contractor shall run Restaurant for outsiders & provide Catering Services for In-House Guests through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (included but not limited to minimum wages, ESI & EPF etc.) shall be paid for by the Contractor.
- 6.7.3 The Client shall have the right within reason to have any personnel removed who is consider to undesirable or otherwise.
- 6.7.4 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.7.5 The Contractor shall exercise adequate supervision to ensure performance of Services in accordance with Schedule of Requirements.
- 6.7.6 The Contractor shall issue identity cards/identification documents to all its personnel, who will be instructed by the Contractor to display the same.

- 6.7.7 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.7.8 The Contractor shall provide minimum of two set each of summer and winter uniform to its personnel at its own cost. The uniform dress code to be got approved by competent authority of the Client. The contractor will have to ensure that their personal are in neat specified dress code with hygienic and neat appearance during allocated duty hours.
- 6.7.9 Adequate supervision shall be provided, to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.7.10 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 6.7.11 The Contractor shall not deploy any person below the age of 18 years old. Men-power engaged for the purpose should be pre-trained in requisite fields.
- 6.7.12 No living space will be provided by the Client to the employees of Contractor beyond the space in his occupation.
- 6.7.13 Contractor's Personnel
- 6.7.13.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client's premises at the Client's Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Leave/Contract and to provide full attention for executing the work thereof.
- 6.7.13.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.
- 6.7.13.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform with tie and hand gloves (including proper name badges), aprons, headgears etc. required in the profession.
- 6.7.13.4 The contractor will have to submit list of its personnel engaged in the premises with police verification and sound health certificates from recognised/ authorised medical practitioner of its employees before engaging them on duty.

6.8 CONTRACTOR'S LIABILITY

- 6.8.1 The Contractor shall completely indemnify and hold harmless the Client and its personnel against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its personnel engaged in the running of Restaurant for outsiders & providing Catering Services for In-House Guests/ Staff to the Client.
- 6.8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.
- 6.8.3 The Contractor shall not Sub-Contract, Sub-Leave or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor, contravening this condition, Client shall be entitled to place the contract elsewhere and the earnest money and PBG of the contractor forfeited along with reserving the right for liquidated damages, if any.
- 6.8.4 The Contractor shall be solely responsible for all the legal, consequence & losses including casualties, if any, arising due to unhygienic & other conditions or for food poisoning etc.
- 6.8.5 The Contractor shall evacuate the premises completely on the last day of the contract period and shall return the premises to the Client in the same condition in which he took possession

of the premises at the commencement of the contract period. The Client shall have full right to forcefully get his premises evacuated from the Contractor at the risk and cost of the Contractor, immediately on completion of the contract period in order to be able to continue the necessary catering services in the state guest house and its offices.

- 6.8.6 Due and timely payment of all taxes, surcharges, cesses, levies etc. w.r.t. his commercial activities in relation to the leave-and-licensed premises payable by the Contractor shall be the sole responsibility of the Contractor.

Similarly, due and timely payment of all taxes, surcharges, cesses, levies etc. w.r.t. the rental income from the leave-and-licensed shall be the sole responsibility of the Client, and the Contractor shall give his financial bid exclusive of (i.e. without including) such taxes etc. which is payable by the Client.

- 6.8.7 All necessary approvals/ sanctions/ etc. w.r.t. the commercial activities in the licensed premises will be taken by the Contractor and the fees, etc. will have to be borne by him.
- 6.8.8 Being a Government premise, the Contractor shall be liable to maintain all reasonably expectable norms of decorum and decency and shall strictly not indulge in or permit any such activities which may be detrimental to the image of the government, or which may cause hindrance in the conduct of any of the activities to be carried out in Madhyalok premises, or which may cause inconvenience to any of the occupants of the Madhyalok premises. This shall include and not be limited to playing of music at high volume/ pitch as well as to recorded or live cultural performances. Further, the Client shall have the right to prescribe the timings within which such music/ cultural performances can be played/ performed beyond and in addition to those prescribed by local law or regulation.

6.9 CLIENT'S OBLIGATIONS

- 6.9.1 Except as expressly otherwise provided, the Client shall allow the contractor to utilise the existing facilities at the location(s) where the running restaurant space for outsiders & providing catering services for In-House Guests/ Staff are to be required to enable Contractor's personnel to carry out the Services.
- 6.9.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or an omission of the Contractor's personnel or agents in connection with the Services as soon as possible after the Client becomes aware of them.
- 6.9.3 To enable the Contractor to run Restaurant for outsiders & providing catering services for In-House Guests/ Staff, the Contractor shall ensure that their staff is available to provide such assistance
- 6.9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor during and after the expiry of the contract. The Client shall not recognize any employee-employers relationship with any of the workers of the Contractor.
- 6.9.5 The property tax for the area put under lease and licensee shall be paid by the Client.

6.10 VALIDITY OF CONTRACT

- 6.10.1 The contract, if awarded, shall be for a **period of five years which may be renewed with mutual consent under leave & license terms & conditions only.**
- 6.10.2 In case of breach of Contract or in the event of not fulfilling the minimum requirements/ statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent

authority of the office of the Client. The initial period of five years can be further renewed for another four years beyond five years of initial period, subject to satisfactory services and mutual consent of both parties. For Leave & License Fee fix increase (as quoted in financial bid Part-II) will be applicable on the absolute premium of each preceding year from six to nine years (i.e. in sixth year premium would be quoted percentage increase over premium paid in fifth year and so on with fixed increase as quoted on the absolute premium of each preceding year till ninth year).

6.11 PAYMENTS

- 6.11.1 The Contractor will pay requisite license fee in advance as per agreement on or before 7th of every month to the Client by way of RTGS and if there is delay in payment of the same, the amount will be deducted/ forfeited from the Security Deposit amount in the shape of performance guarantee and if the deficient amount is not deposited to make up for the deficiency within 3 days, the Contract/ Agreement will be terminated by giving statutory notice for the same. Electricity & water charges shall be extra as per sub-meter installed in the Kitchen Restaurant area. The contractor has to pay the electricity & water charges on the same rates as charged by MAHADISCOM/ NMMC to Madhyalok.
- 6.11.2 The prices in the Price Schedule shown are exclusive of Taxes, if any, such as GST or any other applicable taxes as may be levied by the Government from time-to-time and such levies shall be extra on the consumers and the amount so collected are required to be deposited with the concerned authorities.
- 6.11.3 The Leave/ Contract shall remain valid for a period of five years subject to renewal with the provision of performance review at the end of every year.
- 6.11.4 After expiry of the initial period of one year, the Contractor shall pay enhanced License Fee as quoted in the Financial Bid at Section 11.
- 6.11.5 Late payment of Licensee fee/ electrical and water charges or any due would attract further penalty @ 20% per annum.
- 6.11.6 The Guest shall pay for catering services required by the Guests/ Staff, which are not specified in the Price Schedule at 20% discount rates of the restaurant menu, however the Contractor will be free to charge 5% additional on discounted rates for room service.
- 6.11.7 All payments shall be made in Indian Currency by means of Bank ECS.
- 6.11.8 The additional to the Contract payments, the Contractor shall settle his other liabilities including personnel or any other dues well in time. The contractor shall not, by his/her acts and deeds, create any situation so as to bring in negative propaganda involving Madhyalok.
- 6.11.9 No payment shall be made in advance for any official event etc. to the Contractor. All such claims will be settled within 02 weeks of the submissions of the bill.
- 6.11.10 No loan from any bank or financial institution shall be recommended by the Client on the basis of the order of award of work as a result of this tender, neither would the Contractor obtain or seek to obtain any loan, guarantee etc. with reference to or on the basis of the property of the Client being leaved out to the Contractor vide this tender and/ or with reference to or on the basis of any item contained in or appurtenant to this tender.

6.12 FORCE MAJEURE -OBLIGATIONS OF THE PARTIES

- 6.12.1. "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:-
 - 6.12.1.i War, hostilities, invasion, act of foreign enemy and civil war;
 - 6.12.1.ii Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

- 6.12.1.iii Epidemics, quarantine and plague;
- 6.12.1.iv Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 6.12.2 The date of commencement of the event of Force Majeure;
- 6.12.3 The nature and extent of the event of Force Majeure;
- 6.12.4 The estimated Force Majeure Period,
- 6.12.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Leave/ Contract is affected by the Force Majeure.
- 6.12.6 The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 6.12.7 Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the Parties under the Leave/Contract.
- 6.12.8 However, the Contractor is advised for issuance of earmarked space under leave & license and its assets kept in the premises from any recognized insurance company.

6.13 TERMINATION

- 6.13.1 This Contract may be terminated forthwith by either party by giving written termination letter to the other if
 - 6.13.1.1 The Contractor is in material breach of its obligations under this Agreement and / or, in the case of such breaches, capable of being remedial, fails to remedy that breach within 24 hrs on receiving notice of such breach in specific cases, the time period can be extend by competent authority.
 - a. There shall be a Performance Monitoring Committee including the following:- (1) Joint Resident Commissioner, and/ or (2) Representative of the MPPWD, and/ or (3) Representative of M.P. Tourism, and/ or (4) Any other members whom the Govt. of M.P. or the Resident Commissioner may nominate for this purpose. This committee will assess the performance and make necessary recommendations either to continue the mentioned leave/ contract with rectification of defects if any or to cancel the contract. This committee will also be responsible for making recommendations for continuation of leave/ contract after every year of contract. The senior most officers will chair, the Committee. The benchmark of the assessment of the Committee shall be as per the Manual of Quality Standards appended to the Tender Document read with ITDC norms applicable for 3/4 star rated restaurant and the feedbacks of the in-house guests/ staff and restaurant guest for outsider.
 - b. It shall be mandatory for the Contractor to supply the items of Annexure-A(1) as updated or amended from time to time by the Client, failing which the Contractor shall be liable to be got evicted from the premises at a short notice which may even the as less as three days, since providing of the items of Annexure-A(1) to the in-house guests, staff and invitees of the Client is the most important core purpose of leave-and-licensing of the premises to the Client.
- 6.13.2 The Contract will be terminated forthwith by the Client, by giving 30 days written notice to the Contractor, if:-
 - 6.13.2.1 In case of breach of any of terms and conditions of the Contract, the Client shall have

the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and en-cashed.

6.13.2.2 The Contractor does not provide running Restaurant for outsiders & providing Catering Services to In-House Guests/ Staff satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

6.13.2.3 The Contractor goes bankrupt and becomes insolvent.

6.13.3 The Resident Commissioner, Government of Madhya Pradesh, Mumbai may terminate the Contract, if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertaking or any reputed organisation etc.

6.14 DISCLAIMER

6.14.1 The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:-

- (a) Members of a Hindu Undivided Family.
- (b) Their Husband or wife.
- (c) The one is related to the other in the manner as father, mother, son/s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

6.15 INSOLVENCY

6.15.1 The competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

6.15.1.1 If the contractor being an individual or firm, any partner in the contractor's firm, shall at any time be adjudged insolvent, or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

6.16 CURRENCIES OF BID AND PAYMENTS

6.16.1 The Bidder shall submit his price bid / offer in Indian Rupees (INR) and payments under this contract will be made in Indian Rupees (INR).

6.17 GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 6.17.1 The contractor shall be responsible for all rules/regulations of Central Government/ State Government/ local bodies', that will be applicable and issued during the course of contract.
- 6.17.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including terms may be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The decision of the arbitrator shall be final and binding on both the parties.
- 6.17.3 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Navi Mumbai.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.

7.1 INDEMNIFICATION:

- 7.1.1 The Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various labour and employment laws as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as Performance Guarantee or from either the personal property of bidder or property owned by his company by way of initiating suitable legal litigation against the Contractor at any point of time.
- 7.1.2 The Contractor at all times should indemnify the Client and the Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen's Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Maharashtra Shops and Establishment Act, 1948 or any modification thereof or any other law/act relating thereto and rules made there under from time to time. Client will not own any responsibility in this regard. The contract shall initially be valid for period of Five years and may be renewed further for such period on mutual agreement subject to satisfactory performance, on the same terms and conditions.

7.2 LABOUR LAW COMPLIANCES

- 7.2.1 The engagement and employment of labourers/ staff and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this leave/contract.
- 7.2.2 The contractor shall be wholly liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

7.3 OFFICIAL RECORDS:

The Contractor shall maintain a personal file in respect of all the staff those are deployed in Client's premises. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent).

7.4 CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- 7.4.1 Are trained in and exhibit manners and etiquettes as per standard norms of 4 and higher star hotels.
- 7.4.2 Are always smartly turned out and vigilant.
- 7.4.3 Are punctual.
- 7.4.4 Take charges of their duties properly and thoroughly.
- 7.4.5 Perform their duties with honesty and sincerity.
- 7.4.6 Read and understand their duties/post and site instructions and follow the same.
- 7.4.7 Extend respect to all Guests, Officers and staff of the office of the Client.
- 7.4.8 Shall not drink alcohol on duty, or come drunk and report for duty.
- 7.4.9 Will not gossip or chit chat while on duty.
- 7.4.10 Will never sleep while on duty post.
- 7.4.11 Will not read newspaper or magazine or watch TV while on duty.
- 7.4.12 Will immediately report if any untoward incident misconduct or misbehavior occurs, to

Vendor Control and the Client.

- 7.4.13 When in doubt, approach concerned person immediately.
- 7.4.14 Get themselves checked by security personnel whenever they get in or go out of the premises.
- 7.4.15 Do not entertain visitors.
- 7.4.16 Shall not smoke in the office premises.
- 7.4.17 Report any suspicious activity having security implication to the Client's representative at site.

7.5 CONFIDENTIALITY

- 7.5.1 The phone number and movement plans of the client shall not be given to anyone.
 - 7.5.1.1 The following information about the Client or of any of his officer(s)/ official(s) or of the guests or the visitors to the premises shall not be given to anyone.
 - 7.5.1.1.1 Car make, color and number of the vehicle(s).
 - 7.5.1.1.2 Telephone no/ any other information.
 - 7.5.1.1.3 Location and movement plans.
 - 7.5.1.1.4 Meetings and conference schedules.
 - 7.5.1.1.5 Site plan of the premises.
 - 7.5.1.1.6 Travel details of the clients/ guests or any.
 - 7.5.1.1.7 Assets of the office.

7.5.2 FRISKING/ CHECKING PROCEDURES

All contractor's staff will follow all the security norms (including being thoroughly frisked at the time of entry and their leaving the building premises) prescribed by the Client.

7.6 SUPERVISION

The Contractor's Manager shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

7.7 PERIOD OF THE LEASE & LICENSE/ CONTRACT:

- 7.7.1 The contract will remain valid for a total period of 5 years from the date of issue of work order as per modalities mentioned at para 6.10 of Section 6. An agreement consisting of all terms and conditions shall be executed by the contractor immediately upon receipt of the work order. The premises will be given to the Contractor by way of leave and license agreement and any other letter/declaration/affidavit as may be required to protect the interest of the Client. The charges for stamp duty, registration etc. shall be borne and paid by Contractor.

[Note: In State of Maharashtra, Rental Agreement is classified as Leave and License Agreement which can be done up to 60 months. It is nothing but an easement right and is defined and governed u/s 52 of the Indian Easements Act, 1882. A 'Leave & License' ensures that there is no transfer of interest from the Licensor to the Licensee. It is License to occupy and use the premises in the mentioned duration on mutually agreed terms.]

- 7.7.2 The contract can be terminated by the Resident Commissioner for **unsatisfactory performance** as against the performance standards prescribed after giving an opportunity to the contractor. The decision of the Resident Commissioner shall be final in this regard.
- 7.7.3 In case of deficiency of service the Resident Commissioner may at any time terminate the agreement. In the event of such cancellation, security deposit amount in the shape of performance guarantee of the contractor may be forfeited to the Government apart from any other liquidated damages that may be due. The decision of Resident Commissioner shall be final in the matter.
 - 7.7.3.1 The persons deployed by the Contractor should be properly trained, have requisite Experience and skills for carrying out a wide variety of catering work using appropriate materials and

tools/equipments and ethics.

- 7.7.3.2 The Contractor should ensure the Health and safety measures of the employees. Client may also conduct health checkup of the staff deployed at regular intervals.
- 7.7.3.3 The Contractor will be responsible for supply/ installation/ refilling/ maintenance of all such items/ equipments used in wash rooms and other areas for Kitchen/ Restaurant purposes.
- 7.7.3.4 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 7.7.3.5 The Contractor at all times should indemnify Government against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act,1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act,1961; Maharashtra Shops and Establishment Act, 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time. Client will not own any responsibility in this regard. The contract shall initially be valid for period of Five years and may be renewed further for such period on mutual agreement subject to satisfactory performance.
- 7.7.3.6 The Contractor must provide standard liveries to its staff/ supervisors/ managers. The staff shall be in proper uniform as approved by Client and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of the Joint Resident Commissioner, Mumbai.

7.8.1 TERMINATION CLAUSE EXPANSION.

The leave/contract shall be liable for termination due to following reasons.

- 7.8.1.a Poor performance.
- 7.8.1.b Interruption of Service.
- 7.8.1.c Poor quality of food items and delayed services. Poor or expired raw material used for food production.
- 7.8.1.d Irregular payment of dues to Client.
- 7.8.1.e Misbehavior of Contractor's or its staff
- 7.8.1.f Misuses of premises. Guests regular complaints
- 7.8.1.g If the contractor sublets the work or give the space to another agency.
- 7.8.1.h If the contractor brings in bad name to Client by his/her or employee/ staff acts and deeds.
- 7.8.1.i Unhygienic conditions in Kitchen/ Restaurant or during Rooms Services.
- 7.8.1.j Permitting or servicing alcoholic beverage or any other banned items such as pork, beef etc.

7.8.2 PENALTY CLAUSE

The contractor shall be liable to pay a sum of ₹ 1,000 /- as minimum penalty on each occasion for any of the following reasons:-

- 7.8.2.a Failure to maintain the quality of food as per the standards practice and to the full satisfaction of Client.
- 7.8.2.b Misuse of Dining hall & Kitchen area for any other un-authorized purpose.
- 7.8.2.c Using of poor quality of ingredients not conforming to or below the standards prescribed AND/OR if found so by visual inspection or by taste or by any other means of checking/testing by any authorised official appointed by the Resident Commissioner for this

purpose.

- 7.8.2.d Poor service as noticed or reported by any Guest/ Staff or by any official deputed and authorised by the Resident Commissioner.
- 7.8.2.e Complaints from the guests, if any, on any deficiency of service by the Contractor.
- 7.8.2.f Unhygienic Conditions, if any, either in the Kitchen, Dining/ Service areas or during Room Service to the Guests.
- 7.8.2.g Any other reason resulting in breach of any of the terms and conditions of the contract or for any situation leading to deficiency in service/quality etc., detrimental to the efficient functioning of the Madhyalok, Navi Mumbai as decided by the Resident Commissioner or by any Official authorised by him and in such cases, the decision of the Resident Commissioner shall be final and binding.

7.9 GENERAL INSTRUCTIONS

- 7.9.1 The Client intends to outsource under leave & license entire Restaurant space for outsiders and catering activity of the Madhyalok and hence skilled manpower for deployment in catering categories including Standard Cooked Food/Beverages shall be made available as per ITDC norms for a hotel of this size.
- 7.9.2 The manpower appointed in different categories shall be conversant with use of scientific gadgets and should be trained. Even Cleaning Staff will not be an exception. They should be well groomed, presentable and maintain excellent personal hygiene.
- 7.9.3 The personnel who are appointed as Catering Staff shall be trained staff well dressed and wearing caps/ hand gloves.
- 7.9.4 The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower/ supervisor. If the sufficient numbers of workers /supervisors / managers are not found to be available as per requirement and delay in services are observed than the Contractor will be liable to minimum penalty of Rs. 1000/- per such instance. The Client reserves the right to ask the contractor to increase the staff as per specific requirement of Guest House at any time, for a specific period or time at the whole responsibility of the contractor at no extra cost from the client.
- 7.9.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to maintain requisitioned number of manpower, the Client shall levy penalty at double the rate of hiring such manpower which is to be paid within seven days to the credit of the Client or to be adjusted from Security Deposit.
- 7.9.6 The Contractor shall maintain catering services at the Client's facility in the manner and as per the instructions of the Client for its in-house guests/ staff.
- 7.9.7 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's activities and its related service requirements.
- 7.9.8 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise.
- 7.9.9 The Contractor shall exercise adequate supervision to ensure catering of food and non-alcoholic beverage services in accordance with the requirements as per ITDC norms.
- 7.9.10 The Contractor shall issue identity cards / identification documents to all its personnel who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 7.9.11 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their

deployment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

- 7.9.12 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its personnel and the Client shall not have any liability whatsoever on this account.
- 7.9.13 The Contractor must provide standard and clean liveries to its personnel / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 7.9.14 The Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the leave/contract at the risk and cost of the Contractor. The Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. The Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 7.9.15 The Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 7.9.16 The Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1945; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Maharashtra Shops and Establishment Act, 1948 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 7.9.17 The Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of Catering work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 7.9.18 The Contractor personnel shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 7.9.19 The Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on an account of acts of omission and commission by the staff deployed by him.
- 7.9.20 The Contractor will keep the Kitchen/ Store/ Pantry with related areas along with dining hall always clean, neat and tidy, free from insects, debris, foul odour etc. by using Kitchen friendly pesticides, chemicals etc.
- 7.9.21 Trained personnel are also liable to deploy as Service Boys in the Guest House.
- 7.9.22 Qualified and Skilled personnel of the Contractor are liable to be deployed as Cook in the Canteen / Guest House of Client premises. While working as Cook, they are required to adhere to the cooking standards as per ITDC norms.
- 7.9.23 While providing all the Services, Contractor shall ensure that all duties hours is performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.
- 7.9.24 The Contractor shall also ensure that for different services, only such smart, intelligent, experience and with thorough academic qualifications to deploy in Client's premises, which can cater to the requirements of Client's standards, failing which it shall be liable for Contractor to provide replacement immediately.
- 7.9.25 It is the responsibility of the Caterer to collect money from the guests directly for the food served. Client will not be responsible for any loss of revenue on this account.

7.10 VARIATIONS

The Government official in-charge may order variations in the scope or quantum of work through a written variation order. The payment for the variation is to work out on mutual agreement.

7.11 PAYMENT PROCEDURE

The Contractor will pay requisite license fee in advance as per agreement before 7th of every month to the Client by way of RTGS and if there is delay in payment of the same, the amount will be deducted/ forfeited from the Security Deposit amount in the shape of performance guarantee and if the deficient amount is not deposited to make up for the deficiency within 3 days, the Contract/ Agreement will be terminated by giving statutory notice for the same.

7.12 LIQUIDATED DAMAGES

Whenever and wherever it is found that the Catering is not up to the mark, it will be brought to the notice of the managerial staff of the Contractor by Madhyalok Authority staff and if no action is taken within ONE hour, liquidated damages @ ₹ 1,000/- per complaint shall be imposed. The decision of Madhyalok Authority official in charge shall be final, in this regard and binding.

7.13 MANPOWER

- 7.13.a. Any misconduct/misbehavior on the part of the manpower deploy by the contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to Client.
- 7.13.b. The Contractor should ensure to maintain adequate number of personnel and arrange a pool of stand by Catering staff/ supervisor.

7.14 RISK CLAUSE

- 7.14.1 The Contractor shall at all times, have standby arrangements for carrying out the work under the Contractor in case of failure of the existing arrangement.
- 7.14.2 Client reserve the right, for termination of the contract at any time by giving one month written notice, if the services found unsatisfactory. And also has the right to award the contract to any at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by Client from the Contractor Security Deposit or by raising a separate claim.
 - 7.14.2.1 The Contractor will held regular meetings with the Client or his representative to ensure smooth working of the contract and the services rendered their-in.
 - 7.14.2.2 The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Government and shall not knowingly lend to any person or company any of the effects or assets of the Government under its control.
 - 7.14.2.3 In the event of loss/damage of equipments etc. at the premises of the Madhyalok due to negligence/ carelessness of Contractor staff, if established after enquiry, then the Contractor shall compensate the loss to Government.
 - 7.14.2.4 The Contractor or its representative/s shall meet Manager/ Joint Resident Commissioner regularly to take feedback regarding the Catering services. The Contractor will also maintain a complaint and suggestion book for comments by the guest on the services

rendered by it (by in-house and out sider guests separately).

- 7.14.2.5 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the Government's premises and shall indemnify Government for any loss or damage caused by any act of the Contractor or its employees or staff etc.
- 7.14.2.6 The Contractor shall not assign or sublet this Contract or any part thereof to any third party without the approval of the Client. However, he may use the services of associates for providing the services in which case the contractor shall be responsible for the performance and all acts of the associates as though they were his own.
- 7.14.2.7 In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities of the Associate.
- 7.14.2.8 Measure of success will be based on the feedback from Guests and staff which will be recorded and action report needs to be submitted every month by the Contractor.
- 7.14.2.9 Training on behavior aspects and ethics must be done regularly. Government's ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- 7.14.2.10 Licenses, if any, required for Catering services at the site will be procured by the Contractor at his own cost. The Client shall assist in this regards.

7.15 DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Resident Commissioner whose decision shall be final and binding on both the parties.

Signature of tenderer with seal

8 SCOPE OF CONTRACT**8.1 Activities**

Sl. No	Activities
8.1.1	Running the restaurant and kitchen area as proposed to be provided as per Annexure-II for outsiders as well as guests staying in Madhyalok including Room Service and Restaurant Service
8.1.2	Room Service on demand of Guests
8.1.3	Upkeep of Kitchen and Dining Halls
8.1.4	Providing of kitchen equipments/ cutlery/ utensils/ crockery/ table mats/ trays/ liveries/ gloves/ aprons etc. and their use inside Madhyalok campus.
8.1.5	Providing furniture in restaurant/ dining hall/ staff dining/ pantry including cash counter, kitchen, restaurant reception etc.
8.1.6	Providing the required manpower for kitchen and catering operations including 24x7 pantry services for in-house guests/ staff of Madhyalok
8.1.7	Providing catering services of identified items to in-house guest, staff of Madhyalok and participant in official meetings of the Government of Madhya Pradesh within the prescribed rate ceiling. The list of items and upper ceiling of item wise rate can be seen in Annexure-A(1). The competent authority of the Client can, within reasonable limits, increase or reduce items to/ from this list, as well as increase or reduce or prescribe afresh the rate ceilings of any or all of the pre-existing or to-be-added items and the Contractor shall have to comply with the same. It shall be mandatory for the Contractor to supply the items of Annexure-A(1) as updated or amended from time to time by the Client, failing which the Contractor shall be liable to be got evicted from the premises at a short notice which may even be as less as three days, since providing of the items of Annexure-A(1) to the in-house guests, staff and invitees of the Client is the most important core purpose of leave-and-licensing of the premises to the Client.
8.1.8	Maintaining quality of food and beverages as per international standard [ISO 9001]
8.1.9	Coordination with Madhyalok Authorities
8.1.10	To keep the entire area under occupation of the Contractor as well as appurtenant to the area assigned to the Contractor, fully clean, hygienic and free of all kinds of pests, rodents, insects, molds, flies, mal-odor, moss, grease, garbage etc. at all times, and to undertake all activities for this purpose at regular intervals as per standard norms, and as and when required for this purpose or directed by the Client in the best possible way and with due diligence. All pesticides, insecticides, chemicals, medicines etc. to be used for this purpose must strictly be those permissible to be used in kitchens and food zones as per government and/ or market guidelines and norms, and the mode of their usage/ application must also be strictly compliant in the same manner.
8.1.11	Kitchen Order Token (KOT) system is to be followed by the Contractor for in-house guests
8.1.12	Cleaning of Kitchen, Dining Hall, Provision Store and equipments etc. by the Contractor

8.2. The Resident Commissioner, Government of Madhya Pradesh, Mumbai has called for tenders from technically qualified reputed agencies for providing catering services at State Guest House of Government of Madhya Pradesh called Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai for running Restaurant For Outsiders & Providing Catering Services to In-House Guests/ Staff and also to popularise Madhya Pradesh cuisine among the population in Mumbai to promote tourism in Madhya Pradesh.

8.3(a) Earmarked space and total area for restaurant, in-house guest pantry/ dining area and storage in upper basement area available under leave and license are attached as Annexure-B

8.3 (b) Use of L shape open area in the vicinity of the space earmarked for Restaurant on the ground floor can only be allowed subject to following conditions:-

1. No permanent/ semi permanent shading/ partitioning structures/ arrangements shall be erected there.
 2. Use of this area for setting tables/ chairs shall strictly be of only temporary nature and shall be limited to such timing as stipulated by client from time to time.
 3. Availability of this area shall necessarily be ensured for statutory and maintenance purposes such as movement of fire tenders, cleaning of facades of higher floors, cleaning and servicing of ducts pipes & cables, movement of vehicles and people as and when required or necessary.
- 8.3(c) The bidder can make an interconnecting stairs between ground floor and first floor dining area subject to following:-
1. The construction of this staircase will be done by bidder on his own cost and resources.
 2. The bidder shall obtain written consent of client in advance over the design, specifications, duration of construction etc. of the staircase, if he wishes to construct the same.
 3. The bidder/ contractor shall on his own obtain such prior statutory approvals for construction of the staircase as may be required under applicable laws and regulations before commencement of construction of such a staircase. The client shall, subject to his consent as aforementioned in the preceding condition no. 2 of this para as well as subject to his (client's) prima facie satisfaction about the broad compliance with regard to structural, architectural and other requirements of the proposed construction, forward the case as prepared by the bidder to the local authorities for advance statutory approvals. The bidder shall start the work only after all statutory clearances, if and as required have been duly obtained.
- 8.3(d) Parking may be made available at applicable rates and subject to
- i) Availability of parking space and
 - ii) Subject to such terms and conditions as may be fixed by the Client.
- 8.3(e) The Guest House has approximate 29 rooms for stay of VVIPs/ VIPs/ Politicians/ Senior Officers and others guests. This is only an indicative provision for the Guest House and generally the inflow of guest could be more or less than this based on occupation/ room reservations/ office work/ official meetings etc.
- 8.3 (f) The bidder will be allowed to erect steel structural cage outside the kitchen area at ground floor near outside shaft for gas bank without adversely affecting the safety, the cleanliness and the looks of the building, if the statutory authorities like Fire, NMMC, etc. permit for the same.
- 8.3 (g) The bidders will be permitted to erect sign board at designated place within reasonable size & limits on the two L-shape sides of the building where the restaurant is located, with name of the restaurant of bidders choice for which legal permission from NMMC/ any statutory authority shall be obtained by the bidder, however such name of the restaurant shall not be offensive and/ or in contravention of any of the aims, intentions or purpose of the govt. or of the guest house.
- 8.4. The Contractor would be required to provide Guest room catering services to the in house guests 24x7. However, he would be required to provide room services of only Tea/Coffee/ Milk/Snacks between 11:30 P.M. to 06:00 A.M. every day and for rest 06:00 A.M. to 11:30 P.M., he would be required to provide full catering services as decided and permitted in this tender/ contract.

The timing of operation of the restaurant for outsiders will be as legally permitted by

NMMC/ statutory authorities from time to time in the area.

- 8.5. Fully equip kitchen with modern gadgets, utensils, crockery, cutlery of standard quality and fully furnished the dining halls with latest modern amenities/ furniture as per requirement of the State Guest House Restaurant will be the responsibility of the successful bidder providing restaurant & catering services.
- 8.6. No commercial activities in the premises shall be permissible except that of a section of the restaurant meant for public.
- 8.7. The contractor will be provided with Electricity, Water connection, Air conditioning with conditions as prescribed. The Contractor shall pay the bills in accordance with the consumption as per the electrical meter readings recorded in the presence of the Engineer of Madhyalok or any technical person authorised by him and a representative of the contractor. In case of any dispute on such recordings of the readings the decision of the Joint Resident Commissioner shall be final and binding on the Contractor. The LPG refilling/PNG charges shall be borne by the contractor.
- 8.8. In addition to Madhya Pradesh food items, the contractor would be free to introduce and serve selective Chinese/ Continental/ Italian/ Thai dishes etc. on demand of the guests subject to reasonable restriction including but not limited to that mentioned in clause 8.34 of this document. The quality of food production and services of food and beverage shall be supervised by an officer of Government of Madhya Pradesh and Contractor shall be bound by the advice of such officer on professional issues relating to food and beverages.
- 8.9. Quality and Quantity of service and food must comply with the standards as prescribed in the Manual and ITDC norms. The quality of raw material used for providing food & beverage must be of good standard and must be purchased from approved vendors. Spices & condiments used must be of standard company and should have FPO registration. The Client 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.
- 8.10. The contractor shall keep the usage of water and electricity to a reasonable level.
- 8.11. The Contractor shall be responsible for taking good care of all electrical fixtures & fittings, A.C. units, floors, sanitary & water supply fittings, interiors etc. and shall keep and maintain them in sound condition for the contract period and will return them in sound working condition except normal wear and tear after the expiry of the leave & license contract. The shortages or repairs except of normal wear and tear will have to be borne by contractor after expiry of leave & license contract.
- 8.12. The Contractor shall be responsible for maintaining the entire dining area (including Kitchen, Store, Pantry etc.) spotlessly clean and free from any insects at all times. The crockery, cutlery and utensils used in the preparation and serving of food shall always be in clean and hygienic condition. Furniture should be kept clear and in good condition. The kitchen shall remain open at all times for inspection to the duly authorized representatives of the Client.
- 8.13. It will be the responsibility of the Contractor to store the material purchased by him in a clear, tidy and hygienic manner in the space provided by the Bhawan Authorities. The security of such material will be the sole responsibility of the Contractor.
- 8.14. The authorized representatives of the Client shall check the quality and quantity of the items supplied and served. Complaints received from the Guests/ staff on quality of food (including stale food) will be viewed seriously and a minimum penalty will be levied at ₹ 1,000/- per incident in such cases.
- 8.15. Vegetarian and non-vegetarian cooking shall be done separately in separate utensils.
- 8.16. The Contractor shall do the disposal of leftover foods and other garbage on daily basis

to the satisfaction of the Client in professional manner and as per NMMC guidelines.

- 8.17. The Contractor shall obtain all the requisite licenses including Prevention of Food Adulteration Act, 1954; 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 Client shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.
- 8.18. The Contractor shall obtain all the Fire safety certificate/s for the earmarked space.
- 8.19. The Contractor shall appoint adequate staff and a Manager as overall in-charge of catering services. The Contractor shall ensure that the workman staff in catering are suitably trained, well mannered and wear appropriate uniforms while serving in the Guest House. The Contractor shall provide the uniform along with hand gloves for serving, at their cost. Chef, Assistant Chef and helper in kitchen must wear head cap and clean hand & nails.
- 8.20. The Contractor shall organize medical examination of all the staff before initial deployment which will be repeated on six monthly. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services and suitable replacement shall have to be arranged forthwith.
- 8.21. The Contractor shall not employ the services of any subcontractor directly or indirectly for the purposes of catering services pursuant to this Contract.
- 8.22. The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and the Client or the subsistence of any arbitration or other proceedings.
- 8.23. No accommodation will be provided to the workman of Caterer in the premises of Madhyalok.

Conference hall

- 8.24. There is a conference & meeting hall and Auditorium. The Caterer will be informed in advance about the type and time of service to be rendered for which the food items are to be prepared in the Kitchen. The Caterer will have to provide F&B services to these areas on certain occasion. The services should be provided by trained, courteous and qualified staff. The caterer should note that servicing in the Conference Hall/ Foyer area/ Auditorium must in no way affect the service in the main dining hall and in-house guests and where necessary, extra service staff to be engaged. The menu and the prices for official events will be governed as per Annexure-A(1) and the menu and prices for private function/ events will be mutually decided by the contractor and the organiser.
- 8.25. The caterer is required to provide packaged drinking mineral water or any other packaged food material procured outside (including soft drinks) or any other items, at the rate not exceeding the MRP of such items to the Guests and during the official function/ meetings/ events as per the requirement.
- 8.26. The Caterer shall provide tea/ snacks/ lunch/ dinner in buffet style whenever required for the official function/ events in the Madhyalok premises as per Annexure-A(1).
- 8.27. Only packed and sealed spices/ sauces/condiments/ pickles, etc. with Ag-mark/ Food quality and FSSAI certified to be used viz:
 - 8.26.a. Spices: Cookme/MDH/Everest/Ashok/Vindhya brand or equivalent.
 - 8.26.b. Papad: Lijjat or equivalent.
 - 8.26.c. Butter: Amul/Britannia/Mother Dairy or equivalent.
 - 8.26.d. Atta: Whole wheat atta – Aashirwad, Pilsburry, Kissan, Annapurna, Shaktibhog or its equivalent.

- 8.26.e. Biscuit: Britannia/Parle/Sunfeast or equivalent.
 - 8.26.f. Milk : Aarey Milk/Amul/Mother Dairy/ Gokul/ Gowardhan or equivalent.
 - 8.26.g. Cooking medium: Saffola/Sun Flower or equivalent.
 - 8.26.h. Bread : Britannia/ Modern/ Harvest or equivalent.
 - 8.26.i. Sauces/Pickles - Kissan/Maggi/ Mother's choice or equivalent.
- 8.28. The Contractor has to supply type of food items to in-house guests/ staff and Client's official events/ functions at the specified rates as per Annexure-A(1). The rates of these items will be applicable for first year of contract period. However, if Contractor, so desires, the rates can be revised after each consecutive year with mutual consent of the Client. However the decision of Resident Commissioner will be final and binding.
 - 8.29. The contractor would be bound to provide food services to staying guests and staff of Madhyalok on 20% discounted rates to what he would be charging in its menu in restaurant premises for items other than fixed menu as per Annexure-A(1). However, he would be allowed 5% additional charges on concessional rates for room service.
 - 8.30. The standard of cleanliness & hygienic to be maintained in kitchen and dining/ service area must comply with international parameters.
 - 8.31. Room Service to the guests shall be the responsibility of the contractor.
 - 8.32. The contractor shall make good the loss caused to the permanent / temporary fixtures let for their use during the contract period. The Resident Commissioner shall not be responsible to compensate to the contractor for any loss, or damage of any kind of its own assets or the assets provided by Government of MP due to theft or loss made or damaged in the course of operation of the intended activity. The contractor has to make good the loss by him/ herself.
 - 8.33. A register for recording the Suggestions/ Complaint's if any, shall be maintained for the dining area and for staying guests separately.
 - 8.34. The Resident Commissioner reserves rights to alter any Terms and Conditions and to make additions to the existing one. In either case this will be treated as part of the agreement to be executed.
 - 8.35. Contractor will not be allowed to provide beef, pork and alcoholic beverages.
 - 8.36. Client will provide only space. Furniture, utensils and other items required to run the business will be the sole less responsibility of the Contractor.
 - 8.37. The Contractor follow such prescriptions about entry and exit from the premises as may be laid down by the Client from time to time in the interest of security and proper maintenance and housekeeping of the Madhyalok premises.

Compulsory Food and Beverage Items for in-house guests and staff

<u>PANTRY</u>	
ITEMS	RATE IN Rs.
TEA (REGULAR)	15
GREEN TEA/ ORGANIC TEA/ LEMON TEA	20
CUT TEA (STAFF ONLY)	10
TEA POUCH WITH SUGAR AND MILK (2CUPS)	35
COFFEE	25
SOFT DRINKS	MRP
LASSI (SWEET/SALTED) (250ml)	50
MINERAL WATER	MRP
NIMBU PANI SWEET/SALTED (250ML)	20
CORNFLAKES WITH MILK	50
PLAIN DOSA	50
MASALA DOSA	75
UTTAPAM	75
IDLI/VADA (2 pcs)WITH SAMBHAR AND CHUTNEY	60
VEGETABLE MIXED PAKORA (8pcs)	50
POHA	50
VEGETABLE CUTLETS (2pcs)	60
PANEER PAKORA (8pcs)	75
UPMA	60

Note: Tea with 2 cookies (For official meeting) only - Rs. 15

BREAKFAST MENU (7:00am to 10am)

ITEMS	RATE IN Rs.
TOAST, 2 EGGS TO ORDER, AND TEA	75
2 EGGS TO ORDER	50
2 PLAIN PARANTHA WITH SABZI/ CURD	75
2 STUFFED PARANTHA WITH SABZI/CURD	90
6 PALAK PURI WITH MANGO CHUTNEY / PICKLE & CURD	75
6 POORI WITH SABZI AND CURD	75
2 pcs TOAST WITH BUTTER /JAM	30
2pcs PLAIN TOAST	20
BUTTER/JAM (25gms)	30
VEG. SANDWICH (2pcs)	45
CHEESE SANDWICH (2pcs)	75

RESTAURANT MENU

<u>LUNCH/DINNER THALI</u>	FOR STAFF AND RESIDENT GUESTS
ITEMS	RATE IN Rs
VEG THALI 2 Types of vegetable, 1Dal, Roti, Rice, Salad, Papad and Curd	150
VEG MAHARAJA THALI 1 Paneer dish, 1Vegetable, 1Dal, Roti, Rice, Salad, Papad, Curd and 1Sweet	210
NON VEG. THALI 1 Veg dish, 1 Non Veg, 1Dal, Roti, Rice, Salad, Papad, and Curd	260
MAHARAJA NON VEG. THALI 1 Paneer dish, 1 Non Veg, 1Dal, Roti, Rice, Salad, Papad, Curd, 1sweet	365
*M.P. KI SPECIAL THALI Gatte Ki Sabzi or Sev Ki Sabzi, MawaMalaiPaneer, MatarNimone or Veg.Razola,Arhar Dal, 6 PalakPoori,VegPulao, Papad, Salad, Kheer or MawaBatti	220
**MALWA KI THALI 4 Bafla, Dal, Bhatte Ka Bharta, Gatte Ki Sabzi, Churma, Lehesun Ki Chatni	220
* **PHALHARI THALI# 4 Kuttu Ke Aate Ki Poori/ Parantha, Sabudana Dry Or Sabudana Khichdi, Boiled Aloo Or Aloo Ki Sabzi, Lauki Ka Raita Or Plain Curd, Makhana Kheer Or Sama Chwal Ki Kheer, Fresh Fruits	220

* Available only on Wednesday

** Available only on Friday

***Available on Monday, Tuesday, and Thursday.

#Items prepared in Desi Ghee and Sendha Namak

ECONOMY THALI

ITEMS	RATE IN Rs.
6 Roti/ 200GM Rice, 1 Katori Dal(75gm), 1Katori Sabzi(75gm)	60
Chhole or Rajma or Dal or Kadhi, Rice (200gm) or 6 Roti	45
4 Kuttu or singade atte ki poori, Aloosabzi, Raita [§] #	90
4 Bafla, 1Katori Dal, Bhatte ka bharta ^{§§}	90

[§] Available on Monday, Tuesday and Thursday

^{§§} Available only on Friday

Items prepared in Desi Ghee and SendhaNamak

A'la Carte

Item	RATE IN Rs.
<u>Vegetable (150-175 gms)</u> Aloo Gobi/ Mixed Vegetable/ Aloo Mattar/ Methi (Seasonal)/ Malai Kofta/ Lauki Kofta/ Palak Kofta/ Aloo Jeera, Sweet & Sour/ Bhindi Kurkure/ Mattar Mushroom	100
<u>Non-Veg. (200 gms)</u> Kadai Chicken/ Chilli Chicken/ Chicken Curry/ Butter Chicken/ Mutton Curry Egg Curry (2eggs)	180 220 80
<u>Soup-Vegetable</u> Tomato/ Minestrone/ Sweet Corn Cream of Chicken	50 60
<u>Salad (Qtr. Plate)</u> Green/ Sprouted/ Russian/ Seasonal/ Leaf Salad/ Spaghetti	50
<u>Paneer (150 gms.)</u> Pasanda/ Shahi/ Kadai/ Chilli Paneer	140
<u>Dal (150 gms.)</u> Tadka/ Arhar/ Panchranga	80
<u>Bread</u> Tawa Roti (per pc.) Parantha Plain (per pc.) Stuffed Veg. Parantha (per pc.) Paneer Parantha (per pc.) Gwalior Parantha(per pc.) Madhya Pradesh ki Palaak Poori (04 pcs.)	6 16 30 40 45 45
<u>Rice (150 gms.)</u> Veg fried Rice/ Jeera Rice Steam Rice Gwaliori ka Paneer Pilaf	60 50 110
<u>Raita/ Curd (100 gms)</u> Mix Raita/ Boondi Raita/ Curd	30
<u>Sweet</u> Ice Cream 50 ml (Vanilla) Gulab Jamun (2pcs.) Kheer (125 gms)	MRP 60 50

Note:- (i) Seasonal Vegetable/ Fruits are subject to market availability
(ii) Packing charges extra Rs. 15/- per meal

ALA' CARTE (PHALAHARI)

S.No.	Items	Rate in Rs.
1.	Kuttu/ Singada Atta ki Poori/ Parantha (4 pcs.)	45
2.	Aloo ki sabzi	60
3.	Lauki ki sabzi	60
4.	Saboodana khichdi	75
5.	Saboodana Vada (4 pcs.)	75
6.	Lauki ka Raita	50
7.	Fruit Raita	110
8.	Shakarkandi Chaat (Seasonal)	75
9.	Finger Chips	60
10.	Makhana Roasted (50 gm)	90
11.	Saboodana Kheer	75
12.	Rajgira ki Kheer/ Laddu	75
13.	Shrikhand (100 gm)	110
14.	Rasgulla(2 pcs.)	75
15.	Curd assorted (100 gm.)	30
16.	Fresh Fruits/ Fruit Chaat/ Fruit Jeera	110

OFFICIAL PARTY MENU AND RATE

(Official party will mean the party organised by Madhyalok Authorities)

TABLE-A (Breakfast)

S.No.	Item	Rates in Rs.
A.	South Indian	
1	Idli with samber and chutney	1. Rs. 150 (any three items from A to D)
2	Vada with samber and chutney	
3	Dosa with samber and chutney	
4	Uthappam with samber and chutney	
5	Upma with samber and chutney	2. Rs. 200 (any four items from A to D)
B	North Indian	
1	Poori/ Palak Poori & Subzi/ Paav Bhaji	3. Rs. 225 (any five items from A to D)
2	Paratha & Subzi	
3	Poha & Jallebi/ Vada Paav	
C	Continental	
1	Conflakes & Milk	
2	Toast, two eggs to order, butter jam	
D	Tea or Coffee or Milk	

TABLE-B (Lunch & Diner)

Item	Veg			Non Veg		
	Special Rate - Rs. 300	Delux Rate – Rs 450	Super Delux Rate - Rs. 600	Special Rate - Rs. 450	Delux Rate - Rs. 600	Super Delux Rate - Rs. 800
SALAD	1	2	3	1	2	3
PANEER	1	1	1	1	1	1
VEG	1	2	3	1	2	2
DAL	1	1	1	1	1	1
ROTI	2	3	3	2	3	3
RICE	1	1	1	1	1	1
CURD	1	1	1	1	1	1
SOUP	1	1	1	1	1	1
MUTTON	-	-	-	-	Any one (MUTTON or CHICKEN)	1
CHICKEN	-	-	-	1		1
FISH	-	-	-	-	1	1
SWEET	1	2	2	1	2	2
FRUITS	-	-	1	-	-	1

MENU ITEMS FOR THE PARTY

(The menu items may be selected as per the category mentioned in the Table-B)

TABLE-C

1. **SALAD**
 - Green
 - Sprouted
 - Russian
 - Seasonal
 - Leaf Salad
 - Spaghetti
2. **SOUP**
 - Tomato
 - Cream of Vegetable
 - Sweet Corn
 - Minestrone
 - Hot & Sour
 - Chicken Soup
3. **PANEER**
 - PaneerPasanda
 - ShahiPaneer
 - KadaiPaneer
 - PaneerDopiyaza
 - PaneerKeema
 - Chilli Paneer
 - MawaMalaiPaneer
4. **VEGETABLE**
 - AlooGobhi
 - Mixed Veg
 - Navaratan Korma
 - Mattar Mushroom
 - Aloo/Mattar/Methi (Seasonal)
 - Malai/Lauki/PalakKofta
 - AlooPalak
 - Fried Veg
 - AlooJeera
 - Sweet & Sour
 - Manchurian
 - MattarMethiMalai
 - BhindiKurkure
5. **DAL**
 - TadkaArhar
 - Panchranga
 - Chhole
 - Mattar Dal
6. **RICE**
 - Dal Makhani
 - Rajmah
 - Veg fried Rice
 - Steam Rice
 - Jeera Rice
 - Pea Pulao
 - Veg Pulao
7. **BREADS**
 - Tawa Roti
 - Tandoori Roti
 - Naan
 - Missi
 - Butter Naan
 - Poori
8. **DAHI**
 - Mix Raita
 - BoondiRaita
 - DhahiBhalla
 - Plain Curd
 - Cucumber Raita
 - AlooRaita
 - Pineapple Raita
9. **FISH**
 - Fried Fish
 - Goan Fish Curry
 - Fish Dopiyaza
10. **CHICKEN**
 - Kadai Chicken
 - Chilli Chicken
 - Chicken Curry
 - Roasted Chicken
 - Chicken Korma
 - Butter Chicken
11. **MUTTON**
 - Mutton Masala
 - Mutton Curry
 - Rogan Josh
 - Achari Mutton
 - Butter Mutton
 - Mutton Keema

12. SWEET

- Rasmalai
- GulabJamun
- Rasgolla
- Moong Dal Halwa (Seasonal)
- GajarHalwa (Seasonal)
- Phirni/ Kheer
- Ice Cream (Chocolate/ Vanilla)
- Cakes (Different flavours)*
- Kulfi/ Falooda*

* Minimum order for 30 persons.

DESSERTS OF M.P.

- MawaBati
- Shrikhand
- Malpua

13. FRUITS (ASSORTED)

- Seasonal (Assorted Seasonal Fruit Platter)
- Fruit Custard

14. Beverages

- Fruit Juice
- Assorted soft drink/ Juices
- Lassi/ Chhas
- Jaljeera
- Coconut water

15. SNACKS (VEGETARIAN)

Select any two @ Rs. 85/- per head

1. Haryali Kebab
2. Finger Chips
3. Cocktail Samosa
4. Assorted Pakoda
5. PaneerTikka

6. Chilli Mushroom
7. Crispy Chilli Potato
8. Veg. Manchurian
9. Veg Cutlets
10. Chilla
11. Corn Tikki (Seasonal)

SNACKS OF M.P.

Select any two @ Rs. 85/- per head

- BhuttekaKees (Seasonal)
- Matar Samosa
- Raj Kachori
- HingkiKachori
- DahiVada
- SabudanaVada
- Dal BhariPoori
- GaraduChaat
- IndoriPohaJalabi

16. SNACKS (NON-VEGETARIAN)

Select any two @ Rs. 100/- per head

1. Chicken Tikka
2. ShamiKabab/ SeekhKabab
3. Dry Chilli Chicken
4. Fried Fish
5. Fish Tikka
6. Chicken Samosa

Note:-Seasonal Vegetable/ Fruits are subject to market availability

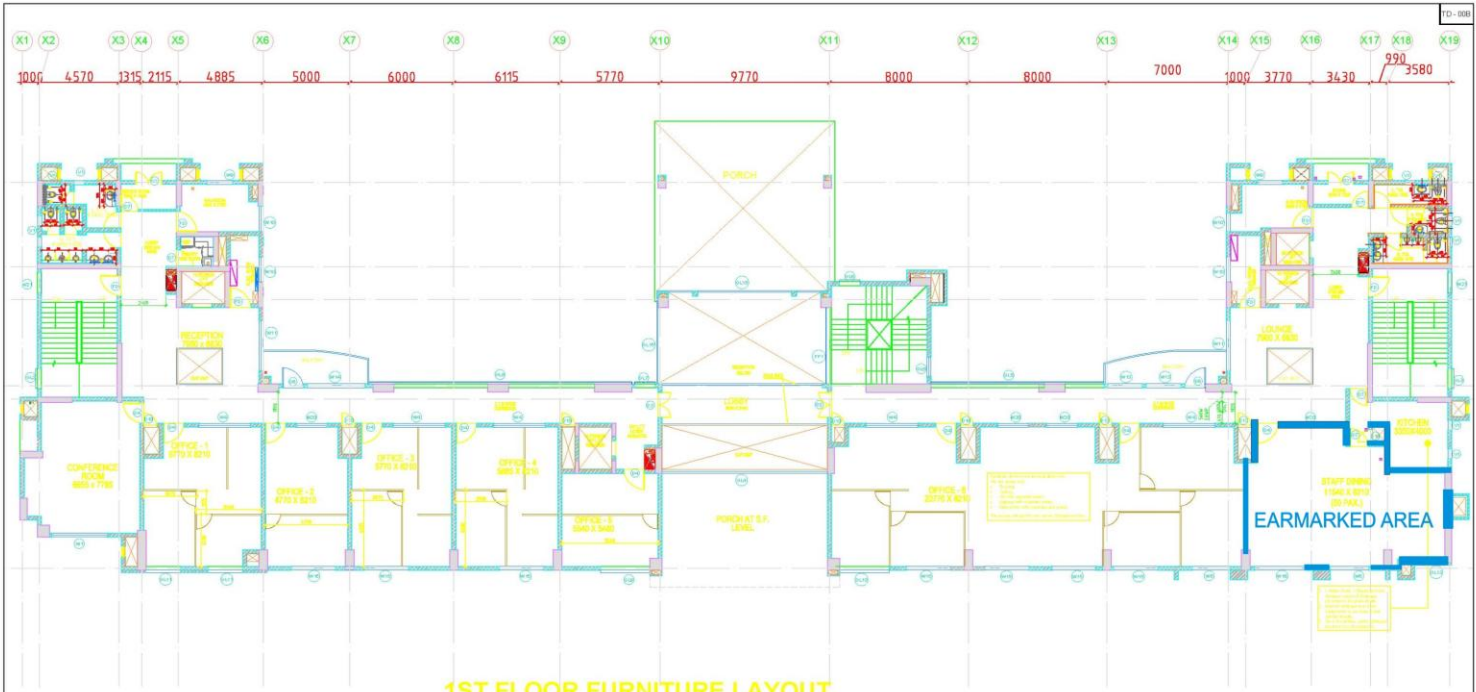
EXTRA CHARGES:-

- a. Assorted Juice & soft drinks @ Rs. 40/- per head
- b. Tea/ Coffee @ Rs. 15/ 25 per cup
- c. Packaged water as per M.R.P.
- d. Snacks items will be charged extra. Extra snacks will be @ Rs. 50/- per head for vegetarian and @ Rs. 65/- per head for non-vegetarian.

Annexure – B (modified)

(area in sqm.)

<u>Ground Floor</u>		
General Block	Area	Total Area
Cafeteria	143.91	
Commercial Kitchen	58.29	
Common Toilets		
General Block-L Toilet	6.56	
General Block-H Toilet	3.15	
General Block - Gents toilet including WC area	5.03	
	216.94	216.94
<u>First Floor</u>		
General Block	Area	Total Area
Staff Dining	79.17	
Kitchen	18.21	
Common Areas Room		
General Block-L Toilet	5.03	
General Block-H Toilet	3.37	
General Block-G Toilet	6.77	
	112.55	112.55
<u>Upper Basement</u>		
Storage Space	19.64	19.64
G. Total Area		349.13



1ST FLOOR FURNITURE LAYOUT

FIRST FLOOR

MAIN ROAD

NOTES	
1	This drawing is provided to provide the layout of all the necessary works to be carried out in coordination with the Architecture, Structure and MEP drawings. Any variation in the same with respect to final issued IFC drawings and site condition and BIDD, should immediately be brought to the notice of the Architect, at site and get recorded before execution.
DATE	REV. NO. / DESCRIPTION

CLIENT:
MPRDC : Madhya Pradesh Road
Development Corporation

PROJECT:
MADHYALOK BHAWAN - STATE GUEST HOUSE
& EMPORIUM, PLOT NO-23&24, SECTOR-30A,
VASHI, NAVI MUMBAI

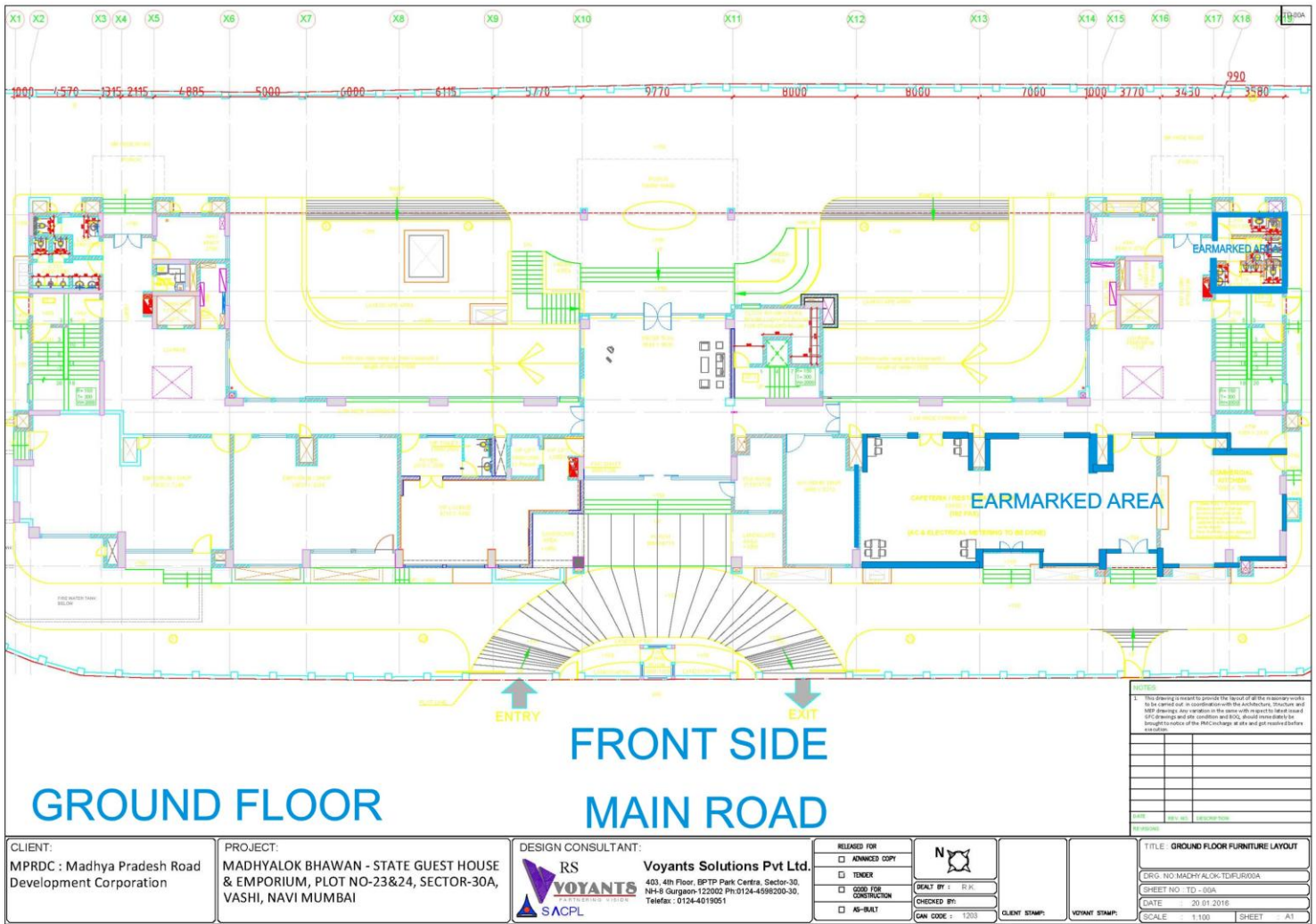
DESIGN CONSULTANT:
RS
VOYANTS
SACPL
Voyants Solutions Pvt Ltd.
403, 4th Floor, BPTP Park Centre, Sector-30,
NH-8 Gurgaon 122002 Ph:0124-4598200-30,
Tel:0124-4010061

RELEASED FOR:
 ADVANCED COPY
 TENDER
 GOOD FOR CONSTRUCTION
 AS-BUILT

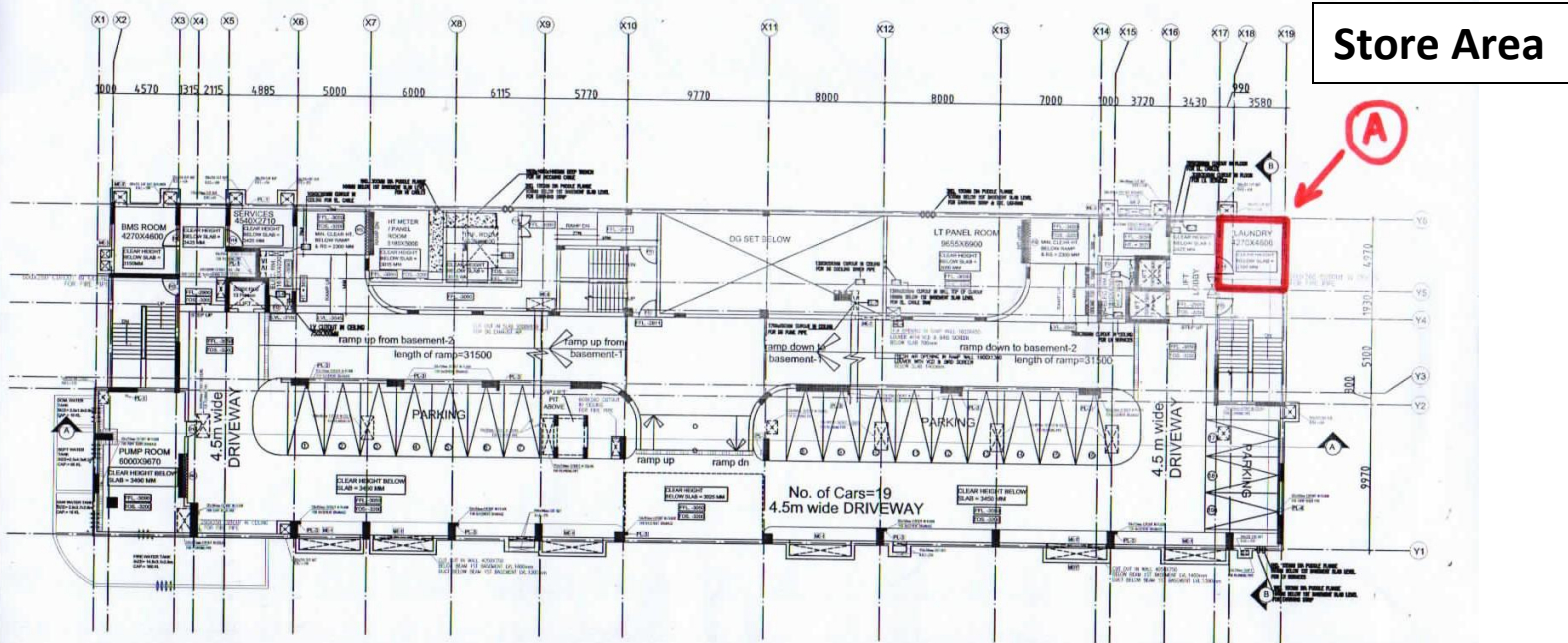
SCALE BY : R.K.
CHECKED BY:
CAN CODE : 1203

CLIENT STAMP:
VOYANT STAMP:

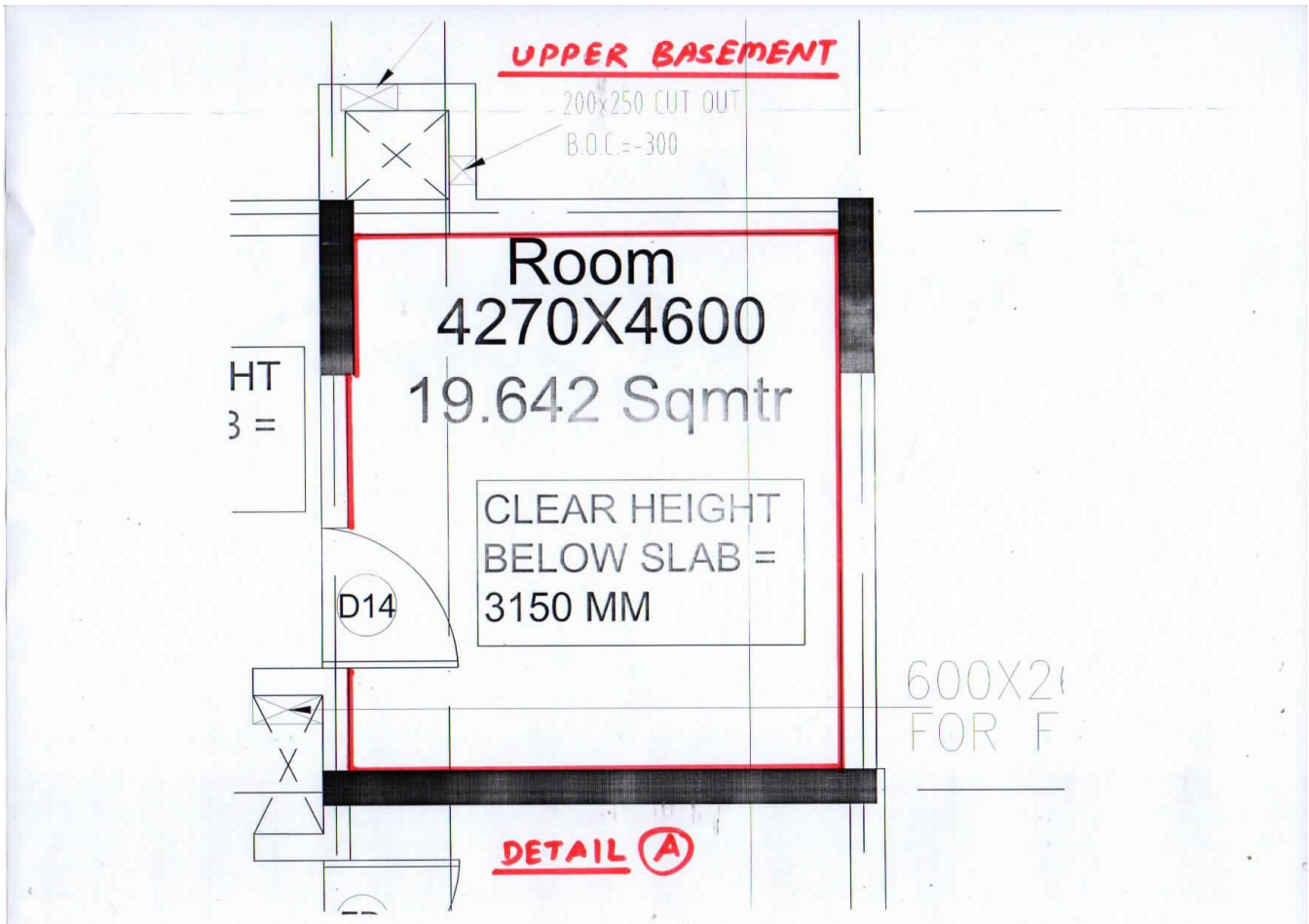
TITLE: FIRST FLOOR FURNITURE LAYOUT
DWG. NO: MADHYALOK-TDFUR00B
SHEET NO: 1D-00B
DATE: 20/01/2018
SCALE: 1:100 SHEET: A1



UPPER BASEMENT



Madhyalok, Navi Mumbai



Madhyalok, Navi Mumbai

SECTION-9

RESOURCE REQUIREMENT

A. The suggestive & tentative requirements of manpower in each of the category shall be as under:

Category	Tentative Manpower Requirement of	Criteria for appointment
Manager	01	Diploma/ Degree in Hotel Management. Minimum 02 years industry experience. Good command over English & Hindi. Leadership quality to lead a team.
Chef	02	Certificate/ Diploma in Food Production. Minimum 07 years work experience in similar Industry/ Hotel Specialized in Indian cuisine & knowledge of continental & Chinese cuisine. Good communication skill.
Assistant Cook	04	Minimum 05 years experience in good hotel or similar industry. Good knowledge about Indian cuisine.
Utility Staff (Multi Task Staff)	05	Work Experience (minimum 1 year) in Kitchen of any hotel or reputed guest house. Good communication skill in Hindi.
F & B Service Staff (Waiter/ steward for Restaurant and in-house guests/ staff)	06 + 06	Minimum 1 or 2 years experience in F & B service in Hotel or any similar organization's. Good communication skill & 10th standard pass.
Service & order taking	02	Minimum 2 years experience in Hotel industry or reputed organizations. Good communication Skill in English & Hindi. Sound knowledge of telephone manners. Preference to the certificate holder in F & B service. 10th standard pass.

The above minimum staff is suggestive and tentative. The Contractor is required to increase the number of staff, when ever required, at his own cost

Section – 10

FORMS

Section 10.1	FORM-I	CONTACT DETAILS FORM
Section 10.2	FORM-II	FORM FOR FINANCIAL CAPACITY
Section 10.3	FORM-III	CONTRACT
Section 10.4	FORM-IV	PERFORMANCE BANK GUARANTEE

FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1 NAME OF THE COMPANY/ CONTRACTOR.....

2 NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

3 COMMUNICATION ADDRESS

4 PHONE NO./MOBILE NO.

5 FAX

6 E-MAIL I.D.

7 PARTICULAR DETAILS OF THE BIDDER / AUTHORISED REPRESENTATIVE

1 NAME OF THE CONTACT PERSON

2 DESIGNATION

3 PHONE NO.

4 MOBILE NO.

5 E-MAIL I.D.

8. UNDERTAKING

- i. The undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- ii. I/We give the rights to the competent authority of the office of the Resident Commissioner, Government of Madhya Pradesh, Mumbai to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Leave/Contract.
- iii. I hereby undertake for running Restaurant for outsiders & providing catering services to In-House Guests/ Staff of Madhyalok as per the directions given in the tender document / contract agreement.

Signature of the Authorised Signatory

Date :

Place :-

Designation:
(Office seal of the Bidder)

Section – 10.2

FORM-II FORM FOR FINANCIAL CAPACITY

Description for Financial years

[Amount in ₹ (INR)]

Description	Financial Years			
	2014-2015	2015-2016	2016-2017	2017-2018
Annual Turnover				
Net Worth				
Current Assets				
Current Liabilities				
Total Revenues				
Profit Before Taxes				
Profit After Taxes				

Above information should be substantiated by certificates issued by chartered accountant.

FORM-III

LEAVE & LICENSE/ CONTRACT NODATED

THIS CONTRACT is made on between the Resident Commissioner, Government of Madhya Pradesh, Mumbai (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Madhyalok, Plot No 23-24, Sector 30A, Vashi, Navi Mumbai-400021 of the One Part,

AND

M/s having its registered office at (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for running Restaurant For outsiders & providing catering services to In-House Guests/ Staff of Madhyalok to Client.

NOW THIS LEAVE & LICENSE/ CONTRACT WITNESSETH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated for Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok at its office under Tender No
- II. AND WHEREAS the Contractor submitted his bid vide in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of[Rupees Only].
- IV. AND WHEREAS the Client desires that the Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services under leave & license.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok in the Client's premises, failing which the Leave/Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of all applicable taxes (Centre/ State/ Local bodies) with Taxation Department.
- IX. AND WHEREAS the Client and the Contractor agree as follows:
1. In this Contract (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this contract. This contract shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges-Schedule annexed to this Article of Agreement
 - (g) Supplementary Contract executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary contract shall be binding on both the parties and shall form the part of this contract.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- X. IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Governor of Madhya Pradesh

(Authorised Signatory)

(Authorised Signatory)

Section – 10.4

FORM-IV

PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of ₹ 100/-)

Date: .

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Resident Commissioner, Government of Madhya Pradesh having its office at Madhyalok, Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705 (hereinafter referred to as "Client " which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)] ("**Contract**") with [insert name of the Successful Bidders] (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance and execution of leave & license contract (for Providing earmarked space in Madhyalok under Leave & License to an agency for the sole purpose of running Restaurant for outsiders & providing Catering Services to in-house guests & staff of Madhyalok) shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents]and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Client a Bank Guarantee from a scheduled bank in India having a branch at Mumbai for an amount equal to 50 Lakhs (Fifty Lakhs) (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to two months beyond the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address]

..... and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Client without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Client stating that the amount claimed is due to the Client under the Contract. Any such demand made on the Bank by the Client shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Client in such Demand. The Client shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Client by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Client shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*].
- (iii) The Client will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Client under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Client to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and/ or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Client in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Client under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Client, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*] granted to him by the Bank.

Date: Bank Corporate Seal of the Bank By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK
Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705

**GOVERNMENT OF MADHYA PRADESH
TENDER DOCUMENT
FOR**

**PROVIDING EARMARKED SPACE IN MADHYALOK UNDER LEAVE &
LICENSE TO AN AGENCY FOR THE SOLE PURPOSE OF RUNNING
RESTAURANT FOR OUTSIDERS & PROVIDING CATERING SERVICES TO
IN-HOUSE GUESTS & STAFF OF MADHYALOK**

AT

**MADHYALOK, PLOT NO 23-24, SECTOR 30A,
VASHI NAVI MUMBAI- 400705**



A:- NIT AND TECHNICAL BID

B:- FINANCIAL BID

Pages 01 to 57 (Part -'A')

Pages 58 to 60 (Part -'B')

SECTION - 11

FINANCIAL BID THROUGH E-TENDERING

	Name of Tendering Company	
11.1.1(A)	Address	
11.1.1 (B)	Telephone No.	
11.1.1 (C)	Fax No.	
11.1.1 (D)	E-mail Address	
11.1.2	Whether the Tendering Company has duly filled-in the Technical Bid	Yes/No

Financial Bid (Part –I)

Offer of Monthly License Fee :-

Offer of rates to be submitted in following sub-heads and shall be exclusive of all charges, statutory obligations and any other expenses related to or incident to performance of the Job under reference and with regards to terms and conditions specified herein before.

S. No.		Amount, exclusive of taxes for the whole of the first year of contract to be paid to the Government of Madhya Pradesh by the Bidder ₹ (in Figures & in words)
I	Providing earmarked space under leave & license to an agency for the sole purpose of running Restaurant for Outsiders & Providing Catering Services to In-House Guests & Staff of State Guest House of Government of Madhya Pradesh at Mumbai, namely, Madhyalok, Plot No. 23-24, sector 30A, Vashi, Navi Mumbai-400705.	

Financial Bid (Part –II)

Offer of Monthly License Fee :-

N.B : For Part II Financial Bid, the Bidder is required to quote fixed percentage increase over the previous year in yearly rates of License Fee for the second to the fifth year of the contract. This fixed increase will be applicable on the absolute premium of each preceding year.

Financial Year	Fixed Percentage increase over License Fee bid amount for every next proceeding year over previous year
2018 – 2019	
From 2019 –2020 to 2022–2023 each year fixed percentage increase over previous year.	

Date:

Place:

Signature of authorized person

Full Name:

Company's Seal:

SECTION-12

OFFICE OF THE RESIDENT COMMISSIONER
GOVERNMENT OF MADHYA PRADESH, MADHYALOK MP BHAWAN
Plot No. 23-24, Sector 30A, Vashi, Navi Mumbai-400705
Website: www.mpbhawan.nic.in
E-mail: jrcmumbai.mp@gmail.com, jrcmumbai@mp.gov.in
Tel/Fax: 022-27811081

LEASING RESTAURANT SPACE FOR OUTSIDERS & PROVIDING CATERING SERVICES FOR IN-HOUSE GUESTS FOR MADHYALOK

12. CHECK LIST ON PREPARATION OF BIDS

Sl.No.	Particulars	YES/NO
12.1	Have you filled in and signed the Contact Details Form?	
12.2	Have you read and understood various conditions of the Contract and shall abide by them?	
TECHNICAL BID		
12.3	Have you deposited cost of tender form online?	
12.4	Have you enclosed the EMD of ₹ 5,00,000/- in the Technical Bid?	
12.5	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
12.6	Have you attached proof of having met the following minimum eligibility criteria?	
12.6.1	Legal Valid Entity: Have you attached attested Certificate issued by the Registrar of firms / Companies?	
12.6.2	Financial Capacity: Have you attached Audited Balance Sheets?	
12.6.3	Registration with Government Bodies like ESIC, EPF, Labour Laws & GST: Have you attached a Registration copy of each of the certificate?	
12.6.4	Experience: Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last five years?	
12.6.5	Manpower: Have you attached proof of manpower?	
12.7	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
12.8	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIAL BID		
12.9	Is your financial Bid submitted online?	
