



CHENNAI METRO RAIL LIMITED

TENDER NO: CMRL/O&M/01/Canteen Tender/2015

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CHENNAI METRO RAIL LIMITED

TENDER NO: CMRL/O&M/01/Canteen Tender/2015



Sealed tenders under two packet system are invited from bonafide, competent, professional and experienced caterers for running industrial canteen facility at Koyambedu depot for provision of breakfast, lunch & dinner for 300 nos

Chennai Metro Rail Limited

(A Joint Venture of Govt. of India and Govt. of Tamilnadu)
Admin building, CMRL Depot, Poonamallee High Road,
Koyambedu,
Chennai – 600 107
Tamilnadu

Notice Inviting Tender (NIT)

CHENNAI METRO RAIL LIMITED

CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai – 600 107

Tender No. CMRL/O&M/01/Canteen Tender/2015

1.0 GENERAL

1.1 Name of Work:

Sealed tenders under two pocket system are invited from Chennai based bonafide, competent and experienced caterers of good repute, credentials, and financial standing to render professional Catering Services for running industrial canteen at Koyambedu depot for provision of breakfast, Lunch, & dinner for about 300 nos (approx.). The mentioned number of employees are only indicative and is subject to increase or decrease during the contract period. The contract may be extended to another one year beyond initial two years period. The details of the tender are mentioned below:-

1.2 Key details:

| | | |
|---|---|---|
| 1 | Approximate cost of work | Rs. 61,20,000 (Rupees Sixty One Lakhs Twenty Thousand only) |
| 2 | Tender Security i.e Earnest Money Deposit | Rs. 61,200 in the form of DD drawn in favour of Chennai Metro Rail Limited , payable at Chennai. |
| 3 | License period | 2 years - Extendable by one year |
| 4 | Tender document on sale | From <u>26.08.2015</u> to <u>24.09.2015</u> (between 09.30 hrs to 17:30 hrs) on working days |
| 5 | Cost of tender documents | (i) A soft copy of the complete tender documents can be downloaded from the internet. There will be a non-refundable tender submission fee at Rs. 4,000/- (Rupees Four Thousand only) in the form of DD drawn in favour of Chennai Metro Rail Limited payable at Chennai to be submitted along with bid. (ii) A hardcopy of the complete tender documents is available on payment of non-refundable fee of Rs.5,000/- (Rupees Five Thousand only) in the form of DD in favour of Chennai Metro Rail Limited payable at Chennai |
| 6 | Pre-bid meeting | 07.09.2015 at 14.00 hrs in the CMRL conference room, Address Chennai Metro Rail Limited, CMRL Depot, Admin building, Poonamallee High Road, Koyambedu, Chennai – 600 107 (Tel: 044-23792000/ Fax: 044-23792200) Email id: chennaimetrorail@gmail.com |
| 7 | Last Date & Time of submission of tender | 25.09.2015 (upto 15.00 hrs) at office of the General Manager (HR), CMRL Depot, Admin building, Poonamallee High Road, Koyambedu, Chennai – 600 107 |
| 8 | Date & Time of opening of technical bid (at CMRL venue) | 25.09.2015 at 16.00 hrs |

| | | |
|----|--|--|
| 9 | Authority and place for purchase of tender documents | Tender documents shall be available for sale at following office: The General Manager (HR) CMRL Depot, Admin building, Poonamallee High Road, Koyambedu, Chennai – 600 107 |
| 10 | Website from which tender documents and any additional information can be downloaded | www.chennaietrorail.gov.in www.tenders.tn.gov.in |

1.2.1 CMRL is not responsible for delay, loss or non-receipts of the quotation document sent by post/courier.

1.2.2 CMRL reserves the right to accept/reject any or all proposals without assigning any reasons whatsoever.

1.2.3 Telex / Fax / Email offers shall not be accepted. Any update on tender will be available on CMRL website & prospective bidders may remain in constant touch with CMRL website.

1.3. Instructions to tenderers regarding tender documents downloaded from internet:

Tender documents can be downloaded from the internet and printout is to be taken out on A4 or appropriate size papers and details are to be filled up by the tenderers in the tender document. It is advisable that the downloaded tender documents are printed through laser printer only. Tenderers are free to download the tender documents at their own risk, for the purpose of perusal as well as for using the same as tender documents for submitting their offers. A master copy of the tender documents is available in the CMRL office. After award of the contract, an agreement will be entered based on the terms & conditions of the tender documents. In case of any discrepancy between the tender document downloaded from the internet and the tender uploaded in CMRL website, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

1.4 Declaration by the tenderer

I/We have downloaded the tender forms from the internet site www.chennaietrorail.gov.in & www.tenders.tn.gov.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modifies, I/We understand that my/our tender will be summarily rejected and the tender security deposited will be forfeited and I am/we are liable to be banned from doing business with CMRL and/or prosecuted.

General Manager (HR)

Instruction to tenderers

2.0 Eligibility Criteria

2.1 Experience: The tenderer should have a minimum experience of 3 years of successfully running an industrial canteen for about 250 staff. In support of the same, any one of the below supporting document to be enclosed

- (a) One single similar completed work for a value of Rs. 48.00 lakhs or above
- (b) Two similar completed work for a value of Rs. 30 lakhs or above
- (c) Three similar completed work for a value of Rs.24.00 lakhs or above

2.2 The average annual turnover for the last three financial years ending 31/03/2015 should be more than Rs. 18.00 lakhs. Audited balance sheet certified by the Chartered Accountant should be enclosed.

2.3 Tenderer to submit the following documents:

- (a) PF code
- (b) ESI code
- (c) Registered with Factory Inspectorate (VR-3400)
- (d) FSSAI certificate
- (e) Profit & loss statement for the last 3 years ending 31/03/2015. It should be profit making last 2 years – to be certified by Chartered Accountant
- (f) Experience certificate from the employer has to be produced

2.4 Envelope – I (Technical bid) should contain following document copies:

- (i) PF code no
- (ii) ESIC code no
- (iii) Food license/Sanitary license
- (iv) Sales tax registration certificate duly attested
- (v) A list of similar works executed including works in hand
- (vi) Should be in possession of TIN number
- (vii) Service tax registration no
- (viii) Cost of tender document (Non -refundable) – Rs. 5,000/- (hardcopy) & Rs. 4,000/- (Softcopy)
- (ix) EMD in original in the form of DD drawn in favour of **Chennai Metro Rail Limited**, Payable at Chennai.

Envelope –II (Price bid) should contain following document copies:

The tenderer shall put the financial bid documents in a separate envelope and seal it and duly marking the envelope as "Financial Bid" (Envelope II). A format of price bid and menu is placed at Annexure I and III.

2.5 Note: In case of non-submission of any of the above documents will lead to rejection.

3.0 Procedure for submission of Tender:-

Sealing and Marking of Tender:-

- (i) All pages of the tender document shall be numbered, signed and submitted in single packet along with a signed letter of transmittal.
- (ii) The Tenderer shall book bind all technical documents and properly seal the Technical Package along with requisite documents to be enclosed in separate envelope duly marking the envelop as "Technical Bid (Envelope I)".
- (iii) The EMD in original and Tender Fee in original shall be placed in a separate cover and properly seal the package duly marking the envelop as "EMD & Tender Fee cover". Both the Technical package cover and EMD & Tender fee cover shall be kept in a Third cover duly marking the envelopes as "TECHNICAL COVER with EMD" and properly seal the cover.
- (iv) Likewise, the Tenderer shall put the Financial Bid documents in a separate envelope and seal it and duly marking the envelopes as "FINANCIAL BID" (Envelope II). A format of price bid and menu is placed at Annexure I and III. The tenderer shall properly book bind all his documents shall put his name over the top of the tender submission.
- (v) Thus, there shall be only TWO envelopes – one containing Technical Bid Cover with EMD, second containing Financial Bid Cover. Both the covers should thereafter be kept in a Third cover and again sealed. This cover should be superscribed as "**Tender for running Industrial Canteen facility at CMRL depot**".
- (vi) All the inner and outer envelopes shall be addressed to the Employer at the following address:-

The General Manager (HR)
Chennai Metro Rail Limited
CMRL Depot, Admin Building,
Poonamallee High Road, Koyambedu,
Chennai – 600 107
- (vii) The Submissions received after the stipulated time and date shall not be entertained.
- (viii) CMRL takes no responsibility for delay, loss or non- receipt of the tender document sent by post/courier.
- (ix) CMRL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever
- (x) Telex/Fax/E-mail offers will not be accepted
- (xi) The terms and conditions of tender is placed at Annexure – II

General Manager (HR)

PRICE BID

The tenderers are requested to quote unit rate for provision of standard breakfast, Lunch, & dinner **in CMRL depot, Koyambedu** in the following format:-

| Schedule | Menu Items | Quantity | Rate per unit excluding tax | Rate inclusive of all taxes |
|-----------------------|------------------------|-----------------|------------------------------------|------------------------------------|
| Morning Tiffin (I) | Idly - 2 | 80 gms | | |
| | Dosa | 100 gms | | |
| | Medhu Vadai - | 40 gms | | |
| | Ghee Pongal (OR) | 150 gms | | |
| | Rava Kitchadi | 100 ml | | |
| | Coffee | | | |
| Lunch (II) | Sweet / Payasam | 400 gms | | |
| | Pachadi | | | |
| | Poriyal - 2 | | | |
| | Kootu | | | |
| | Sambar | | | |
| | Rasam | | | |
| | Vatha Kuzhambu | | | |
| | Appalam | | | |
| | Rice | | | |
| | Curd | | | |
| | Butter Milk | | | |
| Pickle | | | | |
| Dinner (III) | Roti / Naan Pulka | 30 gms | | |
| | Curd Rice | 250 gms | | |
| | Veg Rice | 250 gms | | |
| | Grand total (I+II+III) | | | |

Please Note: - **The rates quoted should be inclusive of all statutory taxes including Service Tax Sales Tax whichever is applicable. The L1 bidder will be decided based on the L1 rate (Grand Total).**

Signature of the Contractor
with Stamp / Seal & Date

TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITIONS

- i. 'Company' means Chennai Metro Rail Ltd. and shall include its successors and assignees.
- ii. 'Contractor' means successful bidder for providing catering services.
- iii. 'Office-in-Charge' means General Manager / Officer in Human Resource Department designated as such by the company and authorized to act for and on its behalf.

2.0 CATERING SERVICES

2.1 TO BE RENDERED

The Contractor shall prepare and serve fresh and wholesome meal/snacks/beverages to the employees of the company and such other as approved by the Company. **The tentative menu is placed at Annexure –III and the same is subject to change based on the requirement of CMRL.**

2.2 MENU & QUALITY

The tentative meals to be supplied by the Contractor shall be of the type as indicated in **Annexure –III**. The Contractor shall not prepare or serve any other item without the prior approval of the Company.

2.3 QUALITY OF RAW MATERIALS AND FINISHED PRODUCTS

The food shall be good, wholesome and of best quality as approved by the Company, before using the raw materials and other ingredients for cooking, the Contractor shall ensure their quality and wholesomeness. The Company through its authorized representatives shall have the authority to carry out test checks at their convenience of the raw materials, ingredients for cooking, cooking arrangements, Hygienic conditions of the kitchen & wash areas. Finished eatables / cooked or raw items if does not meet the standard of wholesomeness, may insist the contractor for the disposal of the same and to be destroyed at the cost of the Contractor.

2.4 SERVICE POINTS & TIMINGS

- 2.4.1** The Contractor shall be required to provide catering services in the canteen premises from **Monday to Sunday** at timings (from 0700 hrs onwards) stipulated by CMRL based on requirement.
- 2.4.2** If required, the canteen service is to be provided at other places within CMRL premises, if mutually agreed to.
- 2.4.3** Notwithstanding anything herein after contained, the company will have the right to use the canteen hall at any time on any working days or holidays at any time, as may be required with prior intimation.

3.0 **CONTRACTOR'S OBLIGATIONS**

- 3.1 For any damage, breakage or loss of any equipment or property of the Company the Contractor shall have to make good the same at his own cost. For the details of arrangement for the above, the contractor shall keep a proper inventory of the items placed at his disposal by the company and the same shall be verified by the contractor along with the representatives of the company. The company reserves the right of free access through its authorized representative(s) to inspect the canteen, stores, equipment and food for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.
- 3.2 The Contractor shall keep the entire premises, utensils; crockery, etc, clean and hygienic, he shall use and provide at his own cost prescribed detergents and other requisites for this purpose. He will ensure that furniture of the Canteen premises, crockery, cutlery, utensils, kitchen pantry, wash basins, lavatory urinals, drainage system, washed and cleaned in hygienic way as directed by the Officer – in- Charge or any other authorized representative. It shall be the responsibility of the contractor to maintain the main canteen and the pantries clean, neat and hygienic, for the purpose, he is required to engage adequate staff.
- 3.3 The Contractor shall not use or allow to be used the Canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the canteen building without valid authority.
- 3.4 The Contractors shall also not use or allow to be used any facility, appliances, equipment provided by the Company for any purpose other than providing canteen services as per Company's requirement.
- 3.5 The Contractor shall not, without prior consent in writing by the Company, assign or subject the contract or any part thereof to any other party provided that it shall not relieve the contractor from any obligations, duty or responsibility under the contract.

4.0 **ENGAGEMENT OF LABOUR**

- 4.1 The Contractor shall at his cost, employ adequate number of catering staff such as supervisors, Cooks, helpers, Service Boys, housekeeping and other persons for smooth and efficient running of the canteen services, if the Contractor himself cannot be present and run the canteen efficiently. The Contractor shall exclusively be liable and responsible for their Statutory Wages, PF, Bonus, Medical, Uniforms and all other payments as may be applicable and full compliance in their respect with all Statutory Laws, Rules and Regulations as applicable to them.
- 4.2 The Contractor shall make regular and full payment of wages/salaries and other payments to the employees in time as per the statutes and applicable laws and furnish necessary proof, as and when demanded by the Officer-in-Charge.

- 4.3 The Contractor shall also be liable to ensure and pay the Minimum wages notified by concerned authorities from time to time, P. F & ESI contribution, leave, salary, etc. and shall be liable to follow statutory working hours for his employees.
- 4.4 The Contractor shall arrange Police verification of all his staff, and issue Identity cards bearing photographs of the canteen employees, for gate entry who shall exhibit it prominently during working hours. The canteen staff shall also be liable for search on entry/exit. Will ensure that the Contract Worker deployed by the service provider for CMRL should not have any adverse antecedents & any police records/criminal cases against them, and also full Bio-Data is maintained in the service provider's office for any verification at any stage.
- 4.5 The Contractor shall ensure that all canteen employees, during their working hours, wear neat and tidy uniforms and use hygiene gloves and head caps/covers supplied by the Contractor. No canteen employee shall be allowed to continue his duty without uniform and above mentioned accessories.
- 4.6 The employees of the Contractor will be subject to medical examination once in year at Contractor's cost by registered medical practitioner. The employees should be free from all communicable, contagious infections and other diseases. In the event of any employee of the Contractor being found medically unfit, the Contractor shall arrange to replace immediately. Contractor has to submit medical reports once in a year.
- 4.7 **CONTRACTOR'S LIABILITY**
- The Contractor shall be solely and exclusively liable for the payment of any and all taxes or hereafter imposed, increased or modified from time to time and all Income Tax, Sales Tax now in force and hereafter increased and all contributions and taxes for unemployment compensation, insurance.
- 4.8 **CONTRACTOR'S LIABILITY TOWARDS INDEMNITY**
- The Contractor shall also indemnify the Company against any claim under the payment of Wages Act, 1936, and/ or the Minimum Wages Act, 1948 or any statutory obligations arising out of any other Act or Acts or on behalf of any person employed by him.
- 4.9 The Contractor shall also indemnify the Company and every member, officer and employees of the Company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.
- 4.10 Contractor is to agree that the contract is only as a user and doesnot cater any employer-employee relationship and shall also be categorically indicated is all your appointment of staff that they shall at no stage have any claim for employment in CMRL.

5.0 **COMPANY'S ASSISTANCE**

5.1 The company shall provide the following facilities and furniture free of charge to the Contractor for the sole purpose of providing canteen services.

- (i) Canteen premises with dining hall, kitchen pantry on a token license fee of **Rs. 101/-** per month for conduct of the Canteen.
- (ii) Furniture for the dining hall.
- (iii) Basic Electricity facilities (3-phase connection) will be provided by the Company & the actual usage/utility charges to be borne by the contractor.
- (iv) Water (drinking and for washing) & water charges to be borne by the service provider
- (v) Bulbs and Tube lights.

6.0 **The tenderer to provide**

- i. The Kitchen Equipment, Cutlery, utensils & crockery items
- ii. Gas connection with required number of commercial LPG cylinders to be taken care by the tenderer.

6.1 **NON – WAIVER OF DEFAULTS**

Any failure by the Company at any time/ or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract, or to exercise a right herein, shall not constitute a waiver of such terms, conditions or rights and shall not affect or impair the same, or the right of the company at any time to avail itself of the same.

7.0 **SECURITY DEPOSIT**

10% of contract value for the first year or **Rs. 3,06,000/- which ever greater** will be required to be deposited by the contractor with company, as interest free security deposit, during the period of contract. Security deposit or Bank Guarantee in the form of DD drawn in favour of **Chennai Metro Rail Limited**, payable at Chennai and valid upto 180 days beyond contract expiry period.

8.0 **PAYMENTS TO THE CONTRACTOR**

8.1 Credit sales, if any, effected by the Contractor will be at his own risk and responsibility and that the CMRL will not in any way be responsible for the recovery of such arrears in these transactions.

8.2 However, the contractor shall submit bills for items served for official purposes periodically & Employee subsidy on unit lunch/refreshments, if given by Management, to the Administration Department in appropriate form duly verified by the authorized officer concerned. The Administration Deptt. Will settle such bills within reasonable time, if the bills meet all the requirements specified by the Management.

8.3 A separate register to be maintained by the caterer. In the mentioned register, the employees shall make entry mentioning their particulars like Name, Employee code, designation and department prior availing the canteen food. This register copy to be forwarded along with invoice to CMRL.

8.4 The payment will be made on monthly basis on submission of proper Invoice along with a register copy .The payment will be made within 3 to 4 weeks of receipt of invoice.

8.5 The Company shall not be responsible for any amount due from the contractor to any person (s) in respect of items supplied/ or otherwise nor shall it be responsible to the Contractor on the said account.

9.0 **PERIOD OF CONTRACT**

9.1 The period of Contract shall be for 2 years in the first instance from the date of taking position by the Contractor. The Company shall have the option for extending the Contract further for another one year with the mutual consent.

9.2 The rates of the food items quoted shall remain same during the contract period. The same shall be revised on mutual consent in case of extension for the 3rd year.

9.3 The Contractor shall take position and start functioning within 30 days of award of contract.

9.4 The Contract shall be in force for the periods stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any other intending party.

9.5 In the event of any dispute arising out of the clauses mentioned above, the same shall be referred to General Manager / Human Resources, CMRL, Chennai or whom the company may appoint for decisions and his decision shall be final and binding on both the parties.

10.0 **SCOPE OF WORK**

10.1 All items cooked and served should be of good quality. The quantity and quality of meals and other items shall be provided as approved by the company. The quantity of the ingredients to be used for preparation of breakfast, meals / snacks shall be strictly in accordance with norms laid down in Annexure – III.

10.2 For Selling any other items prior approval of rates will be taken from CMRL

11.0 **LIABILITY**

11.1 Maintain adequate man Power as per requirement.

11.2 Contractor shall, on award of the contract, furnish the list containing names and address of his staff along with their proper Police verification reports.

11.3 Contractor shall engage such reasonable number of employees in different categories as may be necessary to meet the obligations under the contract. In case the Company finds that the required number of employees are not engaged by the contractor, the company shall be of liberty to ask the Contractor to engage more number of employees in one or more categories

and the Contractor shall forth with engage extra employees as asked for the Company (at Contractor's cost.)

12.0 **MATERIALS**

12.1 Contractor shall purchase and keep the raw material stock for minimum 7 days requirement other than perishable for the preparation of various items, including the controlled items of good quality at his own cost. Contractor shall abide by the local Government laws relating to stocking of food grains, sale of food etc. and shall obtain the necessary licenses from the Competent Authority, wherever applicable. The Company at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the contractor.

13.0 **MISCELLANEOUS**

13.1 Contractor shall maintain the canteen and pantries in clean and hygienic conditions.

13.2 The Contractor should provide uniforms, Disposable Gloves & Head caps and acceptable footwear to the canteen staff / workers. He should also ensure that the staff / workers wear neat uniform during working hours of the canteen. The employees of the contractor shall wear neat uniform and the contractor should supply at least two sets per year. Food handling staff shall wear caps & gloves. Fine up to Rs.500/- may be imposed for dirty uniform/deviation of this clause, if found not wearing.

13.3 The Contractor shall produce a applicable food license, in the prescribed form and necessary registrations from PF/ESI/VAT/ST authorities within 15 days from the date of award of contract and on his failure to do so the contract is liable to be terminated and the Earnest Money Deposit or Security Deposit whichever is to his credit shall be forfeited and the Contract shall have no claim whatsoever on this account.

13.4 Contractor shall not exhibit or cause to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever except notices related to the working of the canteen, without the prior permission of the company.

13.5 Contractor shall be required to sign an indemnity bond, pledging that it will be his sole responsibility to keep all the fixed assets & furniture of CMRL in safe custody and shall hand over the same to the company AS AND WHEN DEMANDED. Any loss or breakage in these items shall be at the cost and responsibility of the Contractor, and shall be made good by the Contractor. In respect of all other items, normal wear tear will be decided by the Company. Breakages and all other losses whatsoever and replacements required to be made shall be made good by the Contractor at his cost in the manner as may be decided by the Company. In case the Contractor fails to make good the aforesaid losses, the company shall be at liberty to recover the cost of these items from the security deposit and the dues payable by the company to the Contractor.

- 13.6 The Company reserves the right to deduct any amount that becomes payable by the Contractor in respect of the labour being employed by him for executing the job awarded, under any Act or rules framed there under and in force from time to time. The same shall be recovered from bills payable to the Contractor as debt recoverable.
- 13.7 The Contractor shall undertake to provide comprehensive accident insurance policy coverage in respect of every employee employed by him on CMRL jobs/sites.

14.0 **PENALTIES**

- 14.1 In the event of any complaint and / or non-fulfillment of any of the terms of agreement regarding non-supply or delay in supply, short supply of meals, irregular and untimely running of the canteen service, use of inferior type of ingredients, stuff, raw materials of the eatables, the company may impose fine not exceeding Rs. 1000/- (Rupees One thousand only) for any of one of the above mentioned defaults depending upon its nature and the fine so imposed shall be realized by deducting the amount from pending bills or otherwise including security deposit. For the purpose of acceptance of a complaint, a written complaint from any section head will be a valid document. It will be the responsibility of the Contractor to prove it to the entire satisfaction of the company that the penalties need not be imposed. The decision of the Company in this regard will be final and binding to the Contractor and it will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the Company.
- 14.2 In the event of lack of cleanliness and hygienic conditions in the canteen, a penalty of Rs. 1000/- (Rupees One thousand only) per day may be imposed on the contractor till remedial action is taken. All the existing rules and future regulations regarding hygiene, health etc., issued by the competent authority is applicable to the contractor.
- 14.3 Contractor shall ensure that peace and order is maintained in the canteen. If peace and order in the canteen is disturbed due to lapse on the part of the contractor, a penalty of Rs. 1000/- (Rupees One thousand only) for such lapse leading to disturbance of peace / order may be imposed by the company.
- 14.4 If the company finds that the contractor is misusing the facilities provided by the company for running the canteen for any other purpose not covered under the contract, the company will be free to levy penalty which may extend to Rs. 1000/- (Rupees one thousand only).
- 14.5 If, on inspection, it is found that the quantity / quality of meals/snacks served is not as per the norms laid down in Schedule I, a penalty up to Rs. 1000/- (Rupees One thousand only) may be imposed by the company for every such occasion and/ or eventuality.
- 14.6 In the event of any helper/cook or any other employee having been found on duty, drunken or without uniform, the company may impose a penalty of Rs. 1000/- (Rupees One thousand only) or every such occasion/ eventuality. The contractor shall be personally responsible for ensuring that all the staff members wear uniform on duty.

14.7 Contractor shall ensure that none in his employment is allowed to sell meals to outsiders within the building. In the event of any employee being found selling meals to unauthorized persons in Building, the contractor shall remove such person on the instruction of such officer authorized by the company.

14.8 Contractor would ensure that all the canteen staff employed by him would behave courteously and decently with employees of the company and also ensure good manners. Any case of violation in this regard may render contractor liable for penalty of Rs. 500/- (Rupees Five thousand only) on each of such occasion. Contractor will have to remove the person concerned from the role on the instructions of the Officer-in-Charge in such cases.

15.0 **TERMINATION OF CONTRACT**

15.1 If it is found that the quality of items supplied by the contractor and / or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the company will be entitled to terminate this contract, at any time without assigning any reasons whatsoever with one month notice.

15.2 If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees, the Corporation reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.

16.0 **GENERAL**

16.1 Contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with the safety rules in force from time to time at Chennai.

16.2 The canteen premises will be in possession of the company and the contractor is permitted to enter the premises to run the canteen only. If at any time the contract is terminated or the contract comes to an end or if the company decides that the contractor should not be allowed to run the canteen, in that event, the company will be entitled to restrain the contractor from entering the building premises as well as the canteen premises. The contractor is only permitted to make use of the canteen premises which is in possession of the company and the contractor will have no right or interest in the canteen premises and other items given by the company because of the permission being granted to the contractor to supply articles as per the terms of the contract.

16.3 Contractor shall use the canteen only for the purpose of this agreement / contract and he shall not make or permit it to be made, any structural additions or alternations to the same without the prior approval in writing of the Company.

16.4 Contractor shall work under the supervision of the H. R. (Personnel) Deptt. and such other authorized officers of the company as may be nominated from time to time.

16.5 Contractor and his workmen will be subject to police verification regarding their antecedents.

16.6 Electricity and water should not be wasted.

17. **Procedure for Opening of Tender**

17.1 Tender Opening

- i. The CMRL or their authorized representative will open the Tender Package in the presence of tenderers or their representatives who choose to attend at the appointed place and time. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered.
- ii. The Tenderer is advised that, he may, if he so desires, be present at the opening of the Technical Package. After opening of technical bid, the same shall be evaluated to determine whether they qualify the technical competence. Such of those tenderers, who do not meet the technical competence, will be rejected and the corresponding financial package will be returned unopened.
- iii. The date, time and place of opening of Financial Bid will be advised to tenderers whose Technical Package have been found acceptable so that they can be present at the stipulated time of opening of the Financial Packages.

17.2 No Clarification of Tenders:

The tenderers are to note that no supplementary details/ Material will be entertained by CMRL. Further no clarification shall be asked from the tenderer on his details submitted in 'Technical Bid and the evaluation of 'Technical Bid' will be carried out by CMRL on the basis of submittals received by the closing time for submission of tender. Tenders, which contain misleading/ ambiguous/ incomplete details in 'Technical Bid' shall be considered as non-compliant and rejected.

18 **PRE-BID MEETING**

A pre-Bid meeting of the interested parties shall be convened at the designated date and time as cited in the tender document. Information regarding any change in date and/or time and/or the venue of the pre-bid meeting will be posted on the website of the CMRL only. During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of the CMRL. The CMRL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. The CMRL shall endeavor to respond to the clarifications sought by the bidders as per clause above. However, the CMRL reserves the right not to respond or provide any clarification, at its sole discretion and nothing in this clause shall be taken or read as compelling or requiring the CMRL to respond or to provide any clarification

19. **In case of any dispute/doubt** regarding acceptance/ rejection of the tender, refund of Earnest money/Security Money etc. and other matter regarding the tender, **the decision of CMRL will be final and binding on all parties/tenderer.**

20. Jurisdiction:

The jurisdiction for the purpose of settlement of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the contraction /interpretation thereof shall be that of the appropriate Court in CHENNAI. The jurisdiction of any other Court other than CHENNAI is specifically excluded.

Signature of the Contractor
with Stamp / Seal & Date

Annexure -III**MENU ITEMS: CMRL CANTEEN (Depot / O & M wing)**

| Schedule | Menu Items | Quantity |
|-----------------------|---|-----------------|
| Morning Tiffin (I) | Idly - 2 | 80 gms |
| | Dosa | 100 gms |
| | Medhu Vadai - | 40 gms |
| | Ghee Pongal (OR) | 150 gms |
| | Rava Kitchadi | |
| | Coffee | 100 ml |
| | | |
| Lunch (II) | Sweet / Payasam Pachadi Poriyal - 2 Kootu Sambar Rasam Vatha Kuzhambu Appalam Rice Curd Butter Milk Pickle | 400 gms |
| | | |
| Dinner (III) | Roti / Naan Pulka | 30 gms |
| | Curd Rice | 250 gms |
| | Veg Rice | 250 gms |
| | | |
| | Grand total (I+II+III) | |

- The menu items as mentioned above is subject to change based on the requirement of CMRL. The above menu list is only a tentative one.
- Rice will be Quality/Branded, etc. *Flour will be branded: - Ashirvad / Shakti Bhog/Annapurna etc. *Cooking Oil: - Gold Winner/Fortune/Sundrop/VVS or any Agmark brand etc.
- Any one of the item in each category will be on rotational basis throughout the week.