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Naval Maritime Academy
Near KV - III
RC Church, Colaba
Mumbai - 400 005

Ref.: 447/2013

29 Nov 2013

M/s _____

TENDER ENQUIRY
NAVAL MARITIME ACADEMY (NAMAC), MUMBAI
INVITATION OF BIDS FOR CATERING SERVICES

TENDER NO.447/2013 DATED 29 NOV 2013

1. Bids in sealed cover on **LTE basis on Two Bid system** are invited for providing catering services listed in Part III of this Tender. Please super-scribe the above-mentioned **Title, Tender number and date of opening of the Bids** on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below: -

- (a) Bids/queries to be addressed to : NAVAL MARITIME ACADEMY
- (b) Postal address for sending the Bids: NEAR KV III, RC CHURCH
COLABA, MUMBAI – 400005
- (c) Name/designation of the contact person: THE DIRECTOR
- (d) Telephone numbers of the contact person: 022 22151790 / 22153516
- (e) E-mail ids of contact: namac@namacindia.com

3. This Tender is divided into five Parts as follows: -

- (a) **Part I.** Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of Tenders, Validity period of Tenders, etc.
- (b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details as applicable.
- (c) **Part III.** Contains standard conditions of Tender which will form part of the Contract with the successful Bidder.
- (d) **Part IV.** Contains special conditions applicable to this Tender and which will also form part of the contract with the successful Bidder.
- (e) **Part V.** Contains evaluation criteria and format for Bids.

4. This Tender is being issued with no financial commitment and the Buyer / Academy reserves the right to change or vary any part thereof at any stage. The originator also reserves the right to withdraw the TENDER, should it become necessary at any stage.

PART I – GENERAL INFORMATION

5. **Last Date and Time for Depositing the Bids.** The sealed Bids (both Technical and Commercial) should reach **by 1200 hrs. on 14 Dec 2013.** The responsibility to ensure that the bids reach by the due date and time lies with the Bidder.
6. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** at the Booking Office of the Academy or sent by **Registered Post** at the address given on page 1 so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
7. **Location of the Tender Box.** BOOKING OFFICE AT NAVAL MARITIME ACADEMY, NEAR KV III, RC CHURCH, COLABA, MUMBAI – 400005. Only those Bids that are found in the Tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
8. **Two-Bid System.** Being a **Two-Bid system**, only the Technical Bid would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids which may be on the same date. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer / Academy.
9. **Time and Date for Opening of Bids.** **1100 HRS on 16 DEC 2013.** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day / time, as intimated by the Buyer / Academy).
10. **Place of opening of the Bids.** NAVAL MARITIME ACADEMY, NEAR KV III, RC CHURCH, COLABA, MUMBAI – 400005. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
11. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account (if applicable) etc and complete postal & e-mail address of their office.
12. **Clarification Regarding Contents of the Tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer / Academy in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

13. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

14. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

15. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-Tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional Tenders will be rejected.

16. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this Tender.

17. **Validity of Bids.** The Bids should remain valid for 180 days from the date of opening Bids.

18. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.75,000.00 (Rupees seventy five thousands only) in favour Naval Maritime Academy, Mumbai along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website <http://mod.nic.in/dpm/wkshp/wksp1-anjula.pdf> and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security deposit from this bidder as called for in **the Contract**. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their Tender.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

Schedule of Requirements.

19. The catering services shall be rendered by Contractor on the scheduled timings during the contract period. Approximately , 150 to 200 trainees undergo various courses daily in the Academy. However, the strength varies on daily basis. Clarification, if any on the menu and strength of trainees may be confirmed from the Academy Training Office at 0930 hrs daily. The contractor shall be responsible for providing lunch, tea/coffee & snacks to trainees as per the following time schedule: -

- | | | |
|-----|-----------------|---|
| (a) | 0815 - 0830 hrs | Tea / coffee and snacks to trainees on payment |
| (b) | 1000 - 1015 hrs | Tea / coffee and snacks for all trainees and staff |
| (c) | 1215 - 1350 hrs | Lunch for trainees & staff |
| (d) | 1500 - 1515 hrs | Tea / coffee for trainees & staff of available classes only |

20. Character and antecedents of all personnel employed by the contractor should be verified by the civil police at the normal residence of the employee, prior to the deployment of the personnel. The certificate from the police with regard to satisfactory conduct and no record of criminal activity is to be submitted in respect of every employee to the Academy prior to the deployment of the personnel on duty. Failure to do so will invoke a penalty as deemed appropriate by the Academy. The employee will also be under surveillance of naval intelligence agencies and those found to be of doubtful credentials will be removed from duty immediately. The contractor will be responsible for providing an alternative who meets all qualitative requirements.

21. **Terms & Conditions for Catering Services**

(a) The contract is valid for 12 months from 01 Jan 2014 to 31 Dec 2014, extendable to a maximum of 36 months from the date of the contract with an annual increment of 5% of pricing or increase in wholesale price index in respect of articles of food as promulgated by GOI, whichever is greater. The extension of contract is subject to satisfactory service provided by the caterer.

(b) Payment of LF, Water & Electricity for Canteen on actuals would be paid by the caterers to MES against MES bills.

- (c) The Contractor will pay a sum of Rs. 2000.00 per month or as may be fixed from time to time towards conservancy charges and upkeep of immediate surrounding area of the Canteen to CO, INS Kunjali, Colaba, Mumbai.
- (d) Food service for trainees will be partially preplated and replenished as a Buffet from two different counters having food warmers and the faculty / staff will be served on table by the contractor's staff.
- (e) Cooking Range, Utensils, Crockery, Cutlery, one deep freezer, one refrigerator and gas will have to be arranged by the Contractor at his own expenditure.
- (f) Crockery and cutlery should be of good quality and acceptable to the Academy.
- (g) Cooks, waiters and other staff of the caterer are required to be trained prior to employment and would be required to be in uniform. Cooks are to be dressed with apron and cap cooks, Waiters to be in white shirt, Black Trousers, Black Tie & Black Shoes or as acceptable to NAMAC management
- (h) Two waiters will be required for serving lunch at the staff table.
- (j) The Canteen staff, would not be permitted to stay in the premises of NAMAC / INS Kunjali during off working hours. However, the staff of the contractor will be permitted to enter in NAMAC through INS Kunjali Gate from 0600 hrs on all working days and leave the premises by 2000 hrs on the same day. In case of any genuine requirement timings may be changed accordingly for the particular day of requirement.
22. **Days of Work.** The normal working week shall be of six (06) days from Monday to Saturday.
23. **Payment of Catering Charges.** Payment will be made to the contractor by cheque on receipt of invoice / bill after deducting TDS of 2.06% of the bill amount.
24. **Agreement.** If your quotation is accepted, you will be required to sign an agreement with Director, NAMAC for catering contract.
25. **Termination.** In case of unsatisfactory performance or complaint from trainees / staff, the contract will be terminated at one month's notice by NAMAC.
26. **Weekly Menu.** Varying Weekly Menu for each week is to be served during the lunch. Specific details of weekly menu is placed at **Appendix' A'** to this Tender Enquiry and shall form part of contract.

27. **Technical Bid.** The following documents are required to be submitted with Technical Bid to qualify for Commercial Bid:-

- (a) Income Tax PAN Number
- (b) The firm / agency is to possess a valid TAN number issued by the Income Tax Department. The company will also be required to provide proof of Income Tax returns for the preceding two years.
- (c) Proof of yearly turn over of Minimum Rs.30,00,000/- (Rupees thirty lakh only).
- (d) Firms / agencies quoting for the bid should have a valid registration. The firm / agency should have documentary evidence for proven experience of providing catering services to minimum 250 personnel of an institute/organisation of repute and should in addition have a minimum experience of two years.

28. **Priced Commercial Bid** : The priced commercial bid is to be submitted in the following format as actuals with govt taxes shown separately.:-

- (a) Rate of “**Non-veg**” lunch as per approved menu : Rs. _____
- (b) Rate of “**Veg**” lunch as per approved menu : Rs. _____
- (c) Rate of “**Tea / Coffee**”. : Rs. _____
- (d) Rate of snacks viz.**Samosa / Dal Vada / Bonda etc.** : Rs. _____

29. **Other Facilities.** Accommodation, meals, transport and medical facilities shall be provided by the Contractor.

30. **Discipline.** The catering staff should be well disciplined in their behaviour with NAMAC trainees/staff. In case the employee of the caterer is involved in any irresponsible actions such as theft, insubordination, dishonesty or intoxication while on Academy’s duty, the contractor may have to remove such person forthwith in addition to penalties. Decision of the NAMAC management / Officer-in-Charge Naval Police Stations in this respect will be final and binding on the contractor. The contractor shall have to provide replacement within four hours.

31. **Training.** The catering staff employed must have undergone the Basic training of the job for which he is being appointed. The employer will familiarise the personnel regarding the rules and regulations applicable in the naval areas.

32. **Age of employees:** The contractor should employ personnel in his staff who are not less than 18 years of age.

33. **Payment Terms & Conditions.** The contractor shall pay wages that should not be less than the minimum wage and amounts / percentages as stipulated by the Govt. of Maharashtra. Apart from the wages that are to be paid to the employees, the contractor shall also be responsible to provide the following additional amenities and a documentary evidence / certificate is required to be attached together with the fortnightly / monthly bill:-

- (a) Leave as per contract Labour (R&A) Act.
- (b) Bonus as applicable
- (c) ESI contribution / Medical Insurance Scheme.
- (d) Gratuity as applicable
- (e) Provident Fund and family pension as applicable
- (f) Facility Insurance

34. **Confirmation of Adherence to Clauses in Tender.** The bidder is requested to complete the proforma at Annexure, and submit it together with the technical bid. The proforma is to be signed by the authorised signatory of the firm indicating particulars such as name and designation in the firm. The seal of the office / organisation is also to be affixed.

35. **Date of Commencement of contract.** Date of commencement of contract would be as indicated in the contract document. Please note that the contract can be cancelled unilaterally by the Academy in case the contractor does not commence the contract on the due date indicated in the contract agreement. The firm should be ready to sign the contract and place his catering staff within 15 days of issue of work order. All documents pertaining to the contract, as listed in the TENDER should be handed over to the Academy prior to commencement of the contract.

PART III – STANDARD CONDITIONS OF TENDER

The Bidder is required to give confirmation of their acceptance of the Standard and Special Conditions of the Tender which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

36. The details of this Part are given in the Defence Procurement Manual (DPM) available on site <http://mod.nic.in/dpm/wkshp/wksp1-anjula.pdf>, which needs to be taken into consideration.

PART IV – SPECIAL CONDITIONS OF TENDER

The Bidder is required to give confirmation of their acceptance of Special Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Firm in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

37. **Security Deposit.** The successful Bidder will be required to furnish a Security Deposit of Rs.75,000/- (Rupees seventy five thousand only) to Naval Maritime Academy within 30 days of receipt of the contract agreement. The Security Deposit will be returned to the contractor within 30 days of expiry / termination of the contract after accounting for any deductibles, which would include all dues as required to be paid by the contractor and damages to premises / property of the canteen if any.

38. **Penalty Clause.** Financial penalty ranging between 5 to 10 % of the days bill shall be imposed for various offences / negligence by the Academy on the contractor as mentioned below:-

- (a) Poorly dressed staff / not carrying out required duty properly.
- (b) Not adhering to laid down hygiene standards
- (e) Any other breach of contract agreement such as employment of Stewards / cooks without prior approval of the Academy
- (f) Substandard quality of item/food
- (g) Overall unsatisfactory performance

39. **Payment Terms.**

- (a) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at **Form DPM-11** (Available in MoD website and can be given on request). **No advance payment (s) will be made.**

(b) The Contractor will submit the bills fortnightly by the 16th of the current month and 1st of the next month for the balance period for which service had been provided. Payment will be made as per the strength of the trainees and staff to whom service had been provided.

(c) There will be no change in the rate and terms of payment for the duration of this contract.

(e) The payment will be made by the Academy to the contractor through cheque after due verification of the bills, within 2 to 3 days from the date of submission of the bill.

(g) The Academy will deduct the amount of penalty if any, imposed on the contractor at the time of payment of processed bill.

40. **Risk & Expense Clause.** Should the services not be delivered within the time or times specified in the contract documents, thereof, the employer shall be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default. Recovery of risk & cost of tender will be resorted to at the cost of the contractor.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

41. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows: -

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender, both technically and commercially.

(b) The technical Bids forwarded by the Bidders will be evaluated by the Academy with reference to the parameters as mentioned in the Tender.

(c) The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be calculated for all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(e) The Bidders are required to spell out the rates of all duties such as VAT, Service Tax, etc as applicable, in unambiguous terms, otherwise their offers will be loaded with the maximum rate of taxes for the purpose of comparison of cost. In the absence of any such stipulation it will be presumed that the cost quoted are firm and final and no claim on account of such duties / taxes will be entreated after the opening of Tenders.

(f) If there is a discrepancy between the unit price and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost will prevail and the total cost will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Buyer.

(g) The wages paid to the employees and taxes / dues to be paid to the government or agencies / bodies appointed by the government, should not be less than the minimum wages and amounts / percentages as stipulated by Govt. for Brihan Mumbai & Thane District. All bids where the amount paid is less than that stipulated by the Govt. for Brihan Mumbai & Thane Districts will be rejected, without any further query / discussion, when the Commercial Bids are opened.

(h) Any other criteria as applicable to suit a particular case.

Thanking you,

Yours faithfully,

-sdxx xx-

(P Rajkumar)
Commander
Director (AOL)

Appendices: - A – Specific Details of Weekly Menu

WEEKLY MENU – SPECIFIC DETAILS

1. The Licensee is required to create variety whilst preparing the menu for the week. Various terms and conditions related to the menu are given in the succeeding paragraphs.

2. The menu for the week is required to be approved by Friday of the previous week by the Academy management. Any deviation from the approved menu, if unavoidable, is to be done with the consent of the Academy management.

Lunch

3. The menu for lunch shall comprise one non-veg dish, one veg dish for vegetarians, one common vegetable, one dal, mixed vegetable salad, papad, pickle, one sweet dish, rice and chapati / poori. A chicken biryani / pulao and veg biryani / pulao for non veg / veg is to be served at least once a week with raitha, masala gravy, salad, papad, pickle & sweet dish.

4. The non-veg dish is required to be a different chicken preparation for each day with a minimum of 180 gms of dressed chicken per person. However no separate non veg dish is required on the day that chicken biryani / pulao is served.

5. The veg dish for vegetarian shall comprise of paneer in a different preparation for each day with a minimum 60 gms of paneer per person. The paneer dish for vegetarians could be made if required with one added vegetable. However no separate paneer dish is required on the day that veg biryani / pulao is served. The veg biryani / pulao should be prepared with a minimum 60 gms of paneer in addition to the standard vegetables.

6. The common vegetable dish can use seasonal vegetables viz Cauliflower, ladies figure, apple gourd, bottle gourd but is not to have a mix of more than two vegetables.

7. The dal dish could be a single variety of dal or a combination of dals and pulses. No single variety of dal should be repeated more than thrice a week.

8. The dessert dish may comprise suji halwa with fruits or dry fruits / semiya or sago kheer with dry fruits / seasonal fruit custard / hot jalebi / ice cream / gulabjamun/Phirne.

9. No dish preparation is to be repeated on any day within the same week.

Tea / Coffee and Snacks

10. A serving of tea/coffee should be min.125 ml .

11. The snacks could be any one item of samosa (50 gms) or dal vada (30 gms) or aloo bonda (50 gms)

12. The Contractor is at liberty to provide healthy snacks / tea / coffee on payment to trainees between 0815 hrs to 0830 hrs on all working days.