



THE ORIENTAL INSURANCE COMPANY LIMITED

Mumbai Regional Office No.1, Oriental House, 2nd Floor,

7, J. Tata Road, Churchgate,

Mumbai. 400 020

Tel No. 22820369

CIN – U66010DL1947GO1007158

THE ORIENTAL INSURANCE CO LTD COMPANY (hereinafter referred to as “the COMPANY”), Mumbai Regional office -1, invites tender from **established, reputable and experienced Caterers** having sufficient experience of running and maintaining a Canteen at Churchgate, Oriental House, 7, Jamshedji Tata Road, Churchgate, Mumbai-400020.

Cost of Tender Document	Rs. 1000/- (non-refundable) in the form of Demand Draft drawn in favour of “The Oriental Insurance Co Ltd”, payable at Mumbai. To be paid at the time of submitting the tender in a separate cover super scribing " Cost of Canteen Tender 2018 "
Earnest Money Deposit	Rs. 20,000/- in the form of Demand Draft / Pay Order drawn on “The Oriental Insurance Co Ltd”, payable at Mumbai. To be paid at the time of submitting the tender in a separate cover super scribing " EMD for Canteen Tender 2018 "
Time, date and place of Sale of Tender Document	Details of Bid and prescribed Tender forms can be downloaded from the Company's website ' www.orientalinsurance.org.in ' OR collected from the Estate Dept of our office from 05.02.2018 between 11 a.m. to 3.30 p.m on working days except Saturday and Sunday. Office Address – 2 nd Floor, Oriental House, 7, Jamshedji Tata Road,

	<p style="text-align: center;">Churchgate, Mumbai- 400020</p> <p style="text-align: center;">** Please see note below</p>
Last date and time and place for receipt of Tender Documents	<p>Date – 06.03.2018,3.00pm</p> <p>Place – 2nd Floor,ORIENTAL HOUSE, 7,J, Tata Road, Churchgate, Mumbai – 400 020.</p> <p style="text-align: center;">** Please see note below</p>
Pre-Bid meeting with Tenderers for inspection of premises	<p>Time – 11.00 am Date 22.02.2018</p> <p>Place – 2nd Floor, Oriental House, 7, J. Tata Road, Churchgate, Mumbai – 400 020 phno 22820369</p>

If government declares Public Holiday on 22.02.2018 , the pre-bid meeting date will be shifted to the immediate next working day(23.02.2018). The time and place remains same.

**Tender document may also be downloaded from the company’s website from the following link www.orientalinsurance.org.in .The downloaded tender document must be submitted with the Cost of tender form and EMD as prescribed herein above. Tender cost and EMD to be paid through two separate demand drafts (no cash/ cheques) favouring “THE ORIENTAL INSURANCE COMPANY LIMITED” payable at Mumbai along with the technical bid

The tenders received after the last date and time of submission are liable for rejection.

The Company reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever thereof.

The contractor should read and understand the terms and conditions of the Contract/Tender before applying.

The Terms and conditions of the Tender are as per **Annexure I.**

Dy.GENERAL MANAGER

TECHNICAL BID (COVER-1)

ANNEXURE - I

TERMS & CONDITIONS OF NOTICE INVITING TENDER

THE ORIENTAL INSURANCE CO LTD COMPANY of India, Mumbai (“**the COMPANY**”) invites sealed tenders from registered/licensed reputed and experienced Caterers for running and maintaining canteen at Oriental House , 7, Jamshedji Tata Road, Churchgate, Mumbai-400020.

I . Tender should be addressed to:

“DY.GENERAL MANAGER, MRO-1 ,2ND FLOOR THE ORIENTAL INSURANCE CO LTD, ORIENTAL HOUSE,7 ,J. TATA ROAD, CHURCHGATE, MUMBAI-400020”

II. The cost of the Tender form is Rs.1000.00. The tender form may be downloaded from the Website www.orientalinsurance.org.in or obtained from MRO I at above mentioned address from 05.02.2018 during 11.00 a.m. to 3.30 p.m on all working days except saturday & sunday

III. The Tender shall be submitted in two parts viz. Part-I (Technical bid) and Part- II (Financial bid) in two separate sealed covers and put in a **Master sealed Envelope** super scribed with the words “**Tender for The Oriental Insurance Co Ltd Canteen Catering Contract 2018**” duly addressed to the DGM & **dropped in the Tender Box** placed in the above mentioned address on or before the last date and time mentioned as above. Tender cost and EMD to be paid through two separate demand drafts (no cash/ cheques) favouring “THE ORIENTAL INSURANCE COMPANY LIMITED” payable at Mumbai along with the technical bid.For further details, tenderers may contact: Tele No. **22820369**

The bid shall be valid for at least 90 days from the last date of submission of the Tender.

IV. The last date and time for receipt of tender is **06.03.2018** up to 3.00 p.m. The tenders received after 3.00 pm on **06.03.2018** either personally or by post will not be entertained and shall be rejected forthwith. Decision of the COMPANY in this regard shall be final, conclusive and binding on the tenderers. The COMPANY takes no responsibility for postal or any other delay for any reason whatsoever.

Cover –I

This Cover forming Part-I of the Tender should be super-scribed with the words “**“Tender for The Oriental Insurance Co Ltd Canteen Catering Contract 2018” –Technical Bid”**, containing following certificates/information / documents.

ELIGIBILITY CRITERIA & TECHNICAL INFORMATION (SELF – ATTESTED DOCUMENTS TO BE SUBMITTED)

Self- attested copies of:

1..Name of the Establishment &Year of establishment/InCOMPANY (copy of certificate to be enclosed).

2.Address ,Telephone No .E-mail ID,Fax No of Office.

3.Status whether Proprietary /Partnership Firm/ Private Ltd Co/Public Limited Co.(copy of Partnership Deed/MOA as the case may be to be submitted .Name of the Proprietors/Directors/Partners(as the case may be)

4.Name,Designation and Phone No of persons authorized to sign the documents on behalf of the Company/Firm/Proprietary Concern.(authorization certificate to be enclosed).

5.Banking Details :

6.PAN No (Copy of PAN Card to be submitted)

7.The Contractor should provide details of his past as well as current performance as per the table mentioned below along with latest letter of such appointment.**Certificate of work experience. (Minimum Three years experience in catering food as on 31.03.2017)** List of establishments where canteens are currently being run with dates of contract and number of lunches served per day.

Name of Company	Name of Contact Person with telephone no.	Number of employees in the organisation	Duration of Contract and year

8.Copy of Registration/License under Shop and Establishment Act, 1948 .

9.The Bidder/Tenderer should have rendered similar satisfactory services of providing catering food in any one of the last three FY to **atleast ONE** Public Sector Insurance Company / Public Sector Bank / Central or State Government Undertaking

/Autonomous Institute of repute. **Attach Certificate of Experience and Satisfactory Completion of work awarded from concerned Establishments / Companies.**

10. Copy of Registration/License under Food and Drug Administration, Maharashtra State (Form C)

11. Copy of ESI and EPS registration Certificates. (also attach latest challan copies)

12. Copy of the IT returns filed for the last three Assessment years.

13. Compliance with provisions of child Labour Act

14. **The Bidder/Tenderer should have minimum Annual Turn-over of Rs. 10 Lacs during anyone of the last three financial years for any one of the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificate from Chartered Accountant in this regard.**

15. Copy of Good & Service tax registration certificate.

16. Declaration on letterhead of the Tenderer that it has never been involved in any illegal/criminal activity or financial frauds.

17. Declaration on letterhead of the Tenderer, that its contract in the past was not terminated during the contract period for any unsatisfactory performance. Nor the contractor refused to continue the catering service for the COMPANY/company after the contract was awarded by the COMPANY/company in the past.

18. Undertaking by the contractor to obtain Workmen's compensation policy for his employees within a week. Copy of the policy to be submitted to the COMPANY.

19. **The Company will debar Bidders/Tenderers having relatives working in The Oriental Insurance Company Limited from tendering in any capacity. A Nonrelationship Certificate is required to be submitted.**

Note: Documents mentioned above to be submitted in the same serial order in which they are appearing.

It may be noted that tenders not accompanied by any one of the above documents will be liable for rejection forthwith. Inspection/visit of places of only those Contractors who are found prima facie eligible on the basis of documents /information submitted will be carried out at the discretion of the COMPANY.

Cover-II

This Cover forming Part II of the Tender should be super scribed with the words “**Tender for The Oriental Insurance Co Ltd Canteen Catering Contract 2018**” **Canteen -Financial bid**”. Rates for lunch, snacks and tea & coffee to be served are to be indicated in the format as given in **Annexure IV**. **This cover will be opened subsequently after short-listing the tenderers based on technical bids.**

Notes:

1. The Financial Bids of only those tenderers, short-listed on the basis of their Technical bid being found in order will be opened.
2. The COMPANY shall have the sole right to decide to exclude any of the participating tenderers on the basis of Technical qualifications, without entertaining any correspondence or queries or giving explanation to any of the participants or any other parties in respect of the tendering process and also to exclude them on the basis so decided by the COMPANY to participate in the financial bid.
3. The Financial Bids of technically qualified tenderers will be opened at above mentioned address in the presence of tenderers on a date to be decided later.
4. It is reiterated that the COMPANY reserves the right to accept or reject the bids without assigning any reason whatsoever and that the Company is not bound to accept any or all tenders which it may receive as the Company may decide not to avail of any services from any tenderer as a consequence of this Tender. The Company also reserves the right to re-issue/ recommence the entire tender process and the tenderer and/or other vendors have no right to object. Any decision of the Company in this regard shall be final, conclusive and binding on all the tenderers.
- 5. Conditional offer/tender shall not be considered and shall be liable for rejection. Before quoting the rates, the tenderer may see the working site/condition or seek any clarification in the matter from the Company during pre-bid meeting. Any complaint/clarification after submission of bid will not be entertained.**
6. The successful tenderer shall have to sign and execute an agreement with the terms and condition as set forth in **Annexure II and III** for this Catering Contract.

7. **"Any billing linked to " The Oriental Insurance Co Ltd " Assets and/or Revenue will disqualify the bidder"**.

8. The Tenderer has to furnish an Earnest Money Deposit of Rs 20,000/- (Rupees Twenty Thousand only). The EMD amount has to be paid through bank DD / Pay order drawn in favour of "The Oriental Insurance Company Ltd" payable at Mumbai and the same is to be enclosed along with tender. Tenders without EMD shall not be considered. No interest shall be provided on the EMD. **EMD of Rs. 20,000/-** will be refunded to the unsuccessful tenderer within one month of finalization of the tender. EMD of the successful tenderer shall be retained as security deposit.

9. The successful tenderer has to furnish an additional amount of Rs. 20,000/- only (Rupees Twenty Thousand only) as security deposit through DD / Pay order drawn in favour of "The Oriental Insurance Company Ltd", payable at Mumbai. The security deposit of Rs 20,000/- + Rs 20,000/- of EMD converted into security deposit will be returned to the Contractor at the end of the period of agreement after satisfactorily establishing that no loss/liability/damage/ any other amount owed to the COMPANY or otherwise is outstanding for adjustment. Any damage charges will be deducted from the security deposit before refund. The decision of the COMPANY in this regard shall be final, conclusive and binding. The EMD and/or the Security Deposit paid in the form of DD / Pay order shall not earn any interest.

The tenderers may verify that all the annexures which form part of this Tender Document have been read and understood by them and the process is duly followed as mentioned in this tender document. Annexures forming part of this tender are as follows:

- Annexure II- Terms and conditions of the Tender and the Catering Contract
- Annexure III- Technical Bid Format
- Annexure IV- Financial Bid Format (pg 23-30)
- Annexure V – Permissible Brands of Consumables
- Annexure VI- Letter to be submitted by Tenderer on its Letter Head

ANNEXURE II

Terms and conditions of the Tender and the Catering Contract

1. The COMPANY reserves the right to amend/ modify the tender document including the Annexures or to issue any corrigendum to the tender process.
2. The tenderer shall bear all costs associated with the preparation and submission of its tender and the COMPANY shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process including cancellation or abandonment of the tendering process.
3. **The tenderer shall quote the rates in the format as indicated in the Financial Bid (Annexure IV) inclusive of all applicable taxes (Good & Service Tax, VAT etc).** Applicable taxes will be deducted at source at the time of payment of bills unless the tenderer produces the certificate to the contrary from the Income Tax authorities.
4. **No revision in quotes will be allowed after submission of Financial Bid.** TDS certificate will be issued by the COMPANY as per Rules of Income Tax Act.
5. The successful tenderer will start the work within 30 days from the date of work order.
6.
 - a. The successful tenderer/ Caterer will have to start working within one month from the date of work order issued . The failure, delay or evasion on the part of the successful tenderer/ caterer to commence the services within the period mentioned above may result in termination of the contract and forfeiture of the EMD at the sole discretion of the COMPANY.
 - b. The COMPANY reserves the right to terminate the contract by giving written notice of one month without assigning any reasons thereof. The Contractor may terminate the Contract by giving three months prior written notice in case it decides

to stop the services. Failure to do so will result in forfeiture of EMD of Rs.20,000/- and Security Deposit of Rs 20,000/- each kept with the COMPANY.

7. a. **Space for cooking,electricity/gas(as per actual consumption/ upto 20 cylinders per month whichever is less on submitting receipt to the Deptt)/water/utensils and cleaning materials and ancillary facilities shall be provided by the Company and the same shall be used appropriately by contractor. The Contractor will take over all the items of stock (both fixed and movable) under acknowledgement from canteen and he shall be responsible for their safe maintenance and return on completion of contract. Any loss or damage to the items will be made good by the Contractor as decided by the Company based on their value.. During Contract period ,any missing items or broken items due to negligence/mishandling of the Contractor's employees shall be replaced immediately at the Contractor 's cost.**

b. The Contractor is entitled only for “use of premises”, equipment, utensils provided by the COMPANY. as a licensee for providing canteen services to the Contractor as per contract and does not in any way, under any circumstances, acquire any other rights, liens or privileges on the said premises and equipments, utensils provided by the COMPANY in any form whatsoever.

8. a. The Canteen shall function between 9:30 AM and 6:00 PM on all working days (except Saturdays, Sundays and Government holidays) at ORIENTAL HOUSE .

Breakfast	9.30 AM to 11.30: AM
Lunch	1.30 PM to 2.00 PM
Snacks	3.00pm to 5.30pm

b. **Lunch/Tea/Snacks order shall be served immediately on the table of employees (Within 5 minutes of placing the order). Sandwiches, Biscuits, Bread, Butter, Cold Drinks / Juice, Egg omelette should be always available.**

c. Biscuits, Soft drinks should be available at MRP without any service charges. Provide list of bakery items with price and quantity intended for sale at our Canteen.

d. **Minimum three(3) snacks items to be served on daily basis alongwith other items marked “daily” in the list as per demand.**

e. The Contractor will be liable for penalty for its inability to serve lunch and/or breakfast and/or snacks/tea on any working day unless the reasons are beyond his control. The amount of penalty would be decided by the COMPANY on each occasion and shall be final, conclusive and binding.

f. The Contractor shall hire required manpower at the cost of the Contractor for the purpose of assisting the contractor in running the Staff Canteen. The Contractor shall at the Contractor’s own cost provide to such manpower so appointed with proper uniform, badges/ID cards etc. He shall be responsible for proper and polite behaviour of his manpower towards Executives /employees etc. of COMPANY.

9. The canteen premises, dining rooms, kitchen and all other associated plant, machinery, apparatus, storages etc. must be kept clean and in hygienic condition. The security of such things shall be the sole responsibility of the Contractor. The staff of the canteen must dress neatly and maintain personal cleanliness and good health, free from diseases. It is the responsibility of the Caterer to get the utensils cleaned and sterilized before use. Any disregard to these will attract penalty as decided by the Contractor on the merit of the case.

10. The items, as in Annexure IV will be prepared by the Contractor. The quantity of food items to be served should be as indicated in the same. The Contractor should provide variety in taste by changing the vegetables, spices, frequently.

11. The Contractor shall abide by the rules and regulations in respect of health, sanitation and security matter. He shall employ only healthy workers in the canteen free from any communicable disease. Any person found to be unfit or unsuitable shall have to be removed by the Contractor from the services and suitable replacement shall have to be arranged forthwith. Employing child labour in the Canteen is strictly forbidden and violation would attract penal provisions of the law.

The Contractor shall ensure that police verification of all his employees/workers

has been done and details along with the copy of police verification are handed over to Oriental.

12. The agreement which would be entered into on acceptance of the tender shall be `terminable for non-adherence of any of the conditions stipulated therein and also for reasons of misconduct and unsatisfactory running of the **Canteen** after issuing one month's notice to the Contractor`. If the contract is terminated at tenderer's instance during the period of agreement, the EMD/Security Deposit provided by the Caterer will be forfeited.

13. There will be strict quality control of food. The prohibited items like baking soda, chemical colours, adulterated oils, should not be used. The brands of raw material stated in the AnnexureV should only be used for preparation of food. The food supplied should be wholesome, delicious, and qualitatively good and should be in conformity in taste with popular hotels. For any breach/irregularity in taste/Services, the services may be stopped or liable for termination of contract. The Contractor shall do the disposal of leftover foods and other garbage on daily basis at regular intervals to the satisfaction of the Company.

14. The COMPANY shall stand absolved of any responsibility or liability attached to in respect of the workers engaged by the Contractor. All wages etc. for the workers should be properly disbursed by him. The COMPANY shall not in any way be liable or responsible for any act of omissions or commissions by him in this regard.

15. The Contractor shall register with Registrar of the concerned State / Government of India (Ministry of Labour) / rules and regulations and all other statutory Acts/ Regulations and rules relevant to this contract like ESI, EPF, workmen's compensation, Minimum Wages and all other Labour Laws etc. applicable from time to time for running a canteen including the provisions relating to various taxes and shall absolve the COMPANY from the provisions of the said act as the Company shall not be responsible in any way, and shall have right of indemnification against the Caterer (where any damages are incurred by the COMPANY) for any breach by the Caterer of the rules and regulations laid down by the Government, Statutory Authorities and other

Government bodies from time to time, governing the running of such establishments.

16. The Contractor shall replace or arrange for payment of the costs of furniture, fixture, gas cylinders, kitchen equipment, catering materials, etc. in case of theft, loss, and damage at the prevailing market price. Inventory may be reviewed by the committee on monthly basis.

17. The Contractor should acquire licences to run the canteen from under Shop and establishment Act, 1948 and License under Food and Drug Administration, Maharashtra State (Form C).

18. The Contractor shall execute an agreement on stamp paper of Rs 100/- at his cost, stipulating all the terms and conditions contained herein for running the canteen.

19. The Contractor will abide by any fresh stipulations or alterations put forth by the COMPANY with advance intimation.

20. The Contractor will be responsible for Workman's Compensation, PF Contribution etc. arising out of contract for running the Canteen as per the Workman's Compensation Act/PF Act and ESI ACT and will produce Insurance Policy as per W.C. Act .

21. Any change in the working staff must be intimated to the canteen committee.

22. The Contractor and his employees will not be absorbed in any manner whatsoever on the establishment of the THE ORIENTAL INSURANCE CO LTD COMPANY of India.

23. The Contractor shall attend the canteen Committee meeting whenever instructed to do so.

24. Members of the canteen committee or any other representative nominated by the Dy.General Manager will conduct surprise check to ensure compliance of all stipulations put forth. The Caterer must co-operate with the members/representatives in this regard.

25. Contractor's track record should be clear. There should be no involvement in illegal activities or financial fraud or criminal cases by it or any of its employee or workers.

26. If the menu card is not adhered to strictly, penalty will be imposed by the COMPANY as deemed appropriate. Any other changes if required, according to the staff suggestion will have to be entertained if ordered by the COMPANY.

Complaint Box/Register to be maintained and reviewed every month, Contractor should respond to complaints and should be willing to make improvements.

27. The display of the menu in the canteen one day prior is a must. The chart showing the entire week's preparations is to be made available in the canteen register duly signed by the committee members every week.

28. The Contractor shall indemnify and keep indemnified, defend and hold good the COMPANY, its officers, directors, employees and agents against loss, damages or claims arising out of any violations of applicable laws, regulations, guidelines during the contract period and for the breach committed by the Contractor or their services personnel on account of misconduct, omission and negligence by the Contractor or his service personnel.

29. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other related documents including for complying with any statutory requirements and provisions of applicable laws.

30. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by it and the COMPANY will not be responsible for any compensation in case of any eventuality.

31. In the case of any labour problems related to the workmen staff of the Contractor deployed in the COMPANY, the same shall be settled at the Contractor 's end only. The Contractor shall indemnify the COMPANY suitably. It shall be the duty of the Contractor to clearly inform his own personnel / staff that they shall have no claim whatsoever against the COMPANY and they shall not raise any industrial dispute, either directly and / or indirectly, with or against the COMPANY in respect of any of their service conditions or otherwise.

32. The Contractor shall not employ the services of any sub-contractor/sub-caterer directly or indirectly for the purposes of catering services pursuant to this Contract.

33. The Contractor shall ensure:

a. that all instructions, guidelines and specifications issued to the Contractor by the COMPANY are clearly and effectively communicated by the Contractor to its employees and personnel;

b. that all instructions, guidelines and specifications are strictly adhered to by the employees and personnel of the Contractor so that reputation of the COMPANY is not damaged.

c. that no action taken by the Contractor and/or its employees and personnel shall violate any laws or regulations.

34. COMPANY has the right to reserve or withhold part or full, amount of the bill in event of poor quality of items served.

35. The successful contractor must not allow any outsider to eat in the canteen, even at an increased .

36. No employee of the Contractor will be allowed to stay in the premises while on duty or otherwise.

37. The Contractor shall appoint a qualified and experienced supervisor round the clock to supervise preparation and service of food, maintenance of cleanliness and hygienic standards throughout the working hours of the COMPANY.

38. A committee of OIC official may visit the current site of the shortlisted tenderers after technical assessment. Subsequently, the committee will rate these shortlisted tenderers. The tenderer should co-operate during the visit.

39. The successful Tenderer will start the work within 30 Days from the date of work order.

40. As per Law deployment of Child Labour is not permitted. The caterer will be required to produce Age Proof of all persons whenever demanded.

41. Selection of successful bidder

After shortlisting of bidders in Technical scrutiny and visit to their premises, the price bids will be opened. The L1 bidder will be arrived on the basis of price quoted for Lunch only. However, if such L1 bidder is not lowest in the other items, he/she will have to agree for average rate quoted by all bidders for each item separately.

42. The written offer of contract issued to the successful tenderer/caterer shall be accepted by the tenderer/caterer in writing within 7 days from the date of **issue** of the offer letter. Failure to accept the offer within this period will result in forfeiture of the EMD without any notice.

For example : Contractor "X" is L1 in Lunch rate, but he may or may not be L1 in other items viz. Breakfast and snacks items.

Fig. in Rs.

Items	Contractor "X"	Contractor "Y"	Contractor "Z"	Remarks
Situation 1	10	11	12	Contractor "X" will agree for rate Rs.10 (as quoted by him)
Situation 2	11	10	13	Average =$34/3=11.33$ (Rounded off to Rs.11)
Situation 3	13	12	11	Average=$36/3=Rs.12$

Payment method to successful Tenderer

BreakFast ,Lunch,snacks and other items will be purchased directly on cash basis by employees.

43. ARBITRATION IN CASE OF DISPUTE

a. In the event of any question, dispute or difference arising under this agreement or in connection there-with whether before or after the determination, abandonment or breach of the Contract except as to matter the decision of which is specifically provided under this Contract , which cannot be settled amicably by negotiation, the same shall be referred to sole arbitration of theDGM, MRO I **“The Oriental Insurance Co Ltd”**, Mumbai by either party within 15 days of the failure of negotiation

b. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whosoever such DGM or the said Officer shall appoint another to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

c. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid, arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof from the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

d. The venue of the arbitration proceeding shall be the office of the DGM, **“The Oriental Insurance Co Ltd”**, Mumbai or such other places as the arbitrator may decide.

e. 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 notwithstanding the existence of any dispute between the Contractor and the COMPANY or the subsistence of any arbitration or other proceedings.

44. **FORCE MAJEURE** :

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided, notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

46. The contract shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf. I/We have read the terms and conditions and are acceptable to me/us.

47. Renewal of Contract : The contract will be valid for the period of 3 years. The initial period of contract is for one year. The rates quoted are applicable for one year and will be reviewed at renewal only.

First Renewal – The rates will be negotiated with Contractor with due weightage to increase/decrease in Consumer Price Index(CPI) for food and vegetables and accordingly increase/decrease will be applicable effective for next year. However such increase/decrease will not exceed more than 10% of the rates applicable in the first year of contract.

Second Renewal : The same provision as stated above will be applicable. However the increase/decrease will not exceed more than 10% on rates decided as above fro 2nd year.

48. For cancellation of the contract, 3 Months' Notice from Contractor is essential .Failure to do so will lead to forfeiture of Deposit and Earnest money. However , if the COMPANY desires to cancel the Contract, one month's notice will be served on the Contractor.

- Signature of the authorized person:

- Name of the signatory (.....)

(in block capital letters) :

- Date :

- Address of the Tenderer:

- Telephone no/s :

Tender's Seal

ANNEXURE III

TECHNICAL BID FORMAT

The canteen area is in Mezzanine Floor (Building Structure: Ground+Mezzanine + 7 floors).

	Confirmation by contractor
Six (6) service boys from 2 nd to 7 th floor (except 5 th & 6 th floor)	Yes / No
Two (2) service boys in canteen area .	Yes / No

2.EMD payment Rs 20,000/- enclosed – D.D. No. /date Name of the Bank

3.Cost of TenderRs 1000/- enclosed – D .D. No. /date Name of the Bank

List of documents to be attached with the tender:-

	Confirmation by Tenderer
Name of the establishment/inCOMPANY	Yes / No
Status whether Proprietary/Partnership Firm/PVT.Ltd Co/PUB LTD Co(Copy of Partnership deed/MOA as the case may be to be submitted)	Yes / No
Address ,Tel No.E mail id,	Yes / No
Self attested copies of	
1. Year of Establsihment/inCOMPANY (Copy of certificate to be enclosed)	Yes / No
2. Address/Tel No/ Email id /Fax No of Office.	
3. Name of the	

<p>Proprietor/Directors/Partners as the case may be</p> <p>4. Name/Designation and phone no of person authorised to sign the documents on behalf of the company/Firm/Proprietary concern. (Authorisation Certificate to be enclosed).</p> <p>5. Banking Details</p> <p>6. Pan No (Copy of PAN card to be submitted)</p>	
<u>Technical Information</u>	
Certificate of work experience. List of Establishments(atleast one psu, Govt bodies) where canteen are currently being run with dates of contract and number of lunches served per day.	Yes / No
Details of Past as well as current performance as per the table provided along with latest letter of such appointments	Yes / No
Copy of Registration/License under Shop and Establishment Act, 1948	Yes / No
Copy of Registration/License under Food and Drug Administration, Maharashtra State(Form C)	Yes / No
Copy of ESI and EPS registration Certificates (also attache lates challan copies)	Yes / No
Copy of Registration/License under Sales tax or VAT c	Yes / No
Copy of the IT returns filed for the last three Assessment years.	Yes / No
The Bidder/Tenderer should have minimum Annual Turn-	Yes / No

<p>over of Rs. 10 Lacs during anyone of the last three financial years for any one of the last three financial years i.e. 2014-15, 2015-16 and 2016-17. Attach Certificate from Chartered Accountant in this regard</p>	
<p>Copy of Service tax registration certificate</p>	<p>Yes / No</p>
<p>Declaration on letterhead of the Tenderer(s) that it has never been involved in any illegal/criminal activity or financial frauds.</p>	<p>Yes/No</p>
<p>Compliance with Provisions of Child Labour Act.</p>	<p>Yes/No</p>
<p>Declaration on letterhead of the Tenderer, that its contract in the past was not terminated during the contract period for any unsatisfactory performance. Nor the contractor refused to continue the catering service for the COMPANY/company after the contract was awarded by the COMPANY/company in the past.</p>	<p>Yes/No</p>
<p>Undertaking by the Contractor to obtain Workmen's compensation Policy for his employees within a week. Copy of the policy to be submitted to the COMPANY.</p>	<p>Yes/No</p>
<p>Nonrelationship Certificate is required to be submitted.</p>	<p>Yes/No</p>

Name of Signatory & Seal

Designation

Date:

Place

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri. _____ Proprietor / Director / Authorized Signatory of the Company /Partnership Firm / mentioned above, is 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 undertake to abide by them;

3. I/We agree that the decision of the COMPANY in selection of the Agency will be final and binding on me/us.

4. The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I / we, am / are 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.

5. I/We agree that I/We have no objection if enquiries are made about the work performance with clients mentioned in Annexure.

6. I hereby declare that I have not been blacklisted by any Govt. Department and that no Criminal Case/Complaint is pending against us.

Signature of Authorized Person

Date:

Full Name

Place:

Seal:

FINANCIAL BID
(cover-II)

ANNEXURE IV

FINANCIAL BID FORMAT

**The bidders should quote rates inclusive
of all applicable taxes (Goods & Service Tax, VAT etc.) as under**

Rates should be quoted in full rupee only and should not be in fraction.

The Rates offered by tenderers in the financial bid must take into consideration that space, furniture & fixture, utensils, kitchen equipment, electricity, gas (as per actual consumption/upto 20 cylinders per month whichever is less on submitting receipts to the Deptt),water etc. are provided by the COMPANY at free of cost.

Lunch

Rate (Rs.) in figures& words(INCL.ALL TAXES)

1	Lunch (Rice-250gms ,2 chappatis / 4 puris, dal, dry veg, gravy veg ,curd, papad, pickle,one sweet)	
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Payment method to successful Tenderer

BreakFast ,Lunch,snacks and other items will be purchased directly on cash basis by employees.

Lunch/Tea/Snacks order shall be served immediately on the table of employees (Within 5 minutes of placing the order). Sandwiches, Biscuits, Bread, Butter, Cold Drinks / Juice, Egg omelette should be always available.

s.no	Breakfast & Snack Items	Wieght	Rates(INCL ALL TAXES)
(Rates should be quoted in Full Rupees and not in fraction)			
1	Batata Poha with Chutney	100 gms.	
2.	Batata wada with sambar and chutney	2 nos of 50 gms per piece	
3.	Bread Roll with sauce and chutney	2 nos of 50 gms per piece	
4.	Bread Butter (daily)	1 plate	
5.	Bread Slice (daily)	1 no	
6.	Bread toast without butter (daily)	1 plate	
7.	Cutlet with sauce and chutney	2 nos of 50 gms per piece	
8.	Dahi wada	1 plate (2 nos.)	
9.	Dahi Misal	100gms	
10.	Dosa (sada) with sambhar and Chutney	1 plate	
11.	Idli with sambar and chutney	2 nos of 50 gms per piece	
12.	Kanda Poha with chutney	100gms	
13.	Kanda Bhaji with chutney and sauce	100 gms	
14.	Masala Dosa with sambar and chutney	1 plate	
15.	Misal	100gms	
16.	Masala Idli	1 plate	
17.	Meduwada with sambar	2 nos of 50 gms per piece	

	and chutney		
18.	Mix Bhaji with chutney and sauce	100 gms	
19.	Moong Bhaji	100 gms	
20.	Mysore bonda with sambar and chutney	2 nos of 50 gms per piece	
21	Onion Uttappa with sambar and chutney	1 plate	
22.	Omelet Sandwich with sauce (daily)	1 plate	
23.	Pav	1 no.	
24.	Pineapple Sheera	100gms	
25.	Panjabi Samosa with sauce & chutney	2 nos of 50 gms per piece	
26	Panjabi Toast with sauce & chutney	2 nos of 50 gms per piece	
27	Ragda Pattice with sambar and chutney	100gms	
28	S.K.Pakoda with sambar and chutney	5 nos	
29	Sabudana Khichdi with sweet curd	100gms	
30	Sheera	100gms	
31	Sevaiya Upma with chutney	100gms	
32	Toasted Vegetable sandwich (daily)	1 plate	
33	Toasted omelet sandwich with sauce (daily)	1 plate	
34	Toast Butter Amul (daily)	1 plate	
35	Toast Butter Sada (daily)	1 plate	
36	Tomato Omelet with sauce	1 plate	
37	Upma with chutney	100gms	

38	Usal Pav(2pav)	1 plate	
39	Uttapa with sambar and chutney	1 plate	
40	Veg. Samosa with sauce and chutney	2 nos of 50 gms per piece	
41	Vegetable Sandwich with sauce (daily)	1 plate	
42	Vegetable Pattice with chutney and sauce	2 nos of 50 gms per piece	

Minimum three(3) snacks items to be served on daily basis .

Sr.No.	Items	Quantity	Rate(INCL ALL TAXES)
CHINESE ITEMS			

(Rates should be quoted in Full Rupees and not in fraction)

1	Veg.Manchurian	1Plate(200gms)	
2	Chicken Manchurian	1Plate(200gms)	
3	Chicken Chilly	1Plate(200gms)	
4	Veg. Noodles	1Plate(250gms)	
5	Chicken Noodles	1Plate(250gms)	
6	Veg Manchurian Rice	1Plate(250gms)	
7	Dal Rice	1Plate(250gms)	

Sr.No.	Items	Quantity	Rate(INCL ALL TAXES)
NON-VEG.(Rates should be quoted in Full Rupees and not in fraction)			
1	Egg. Masala	2 Egg.	
2	Chiken masala	3 pcs(150gms)	
3	Mutton masala	3 pcs(150gms)	
4	Fish masala	1pc (150gms)	
5	Egg. Omelet	1 Egg.	
6	Egg. Omelet	2 Egg.	
7	Egg. Boiled	1 Egg.	
8	Chicken Rice	250gms	

Payment method to successful Tenderer

BreakFast ,Lunch,snacks and other items will be purchased directly on cash basis by employees.

REGULAR TEA/ COFFEE & OHER ITEMS

Rate(INCL ALL TAXES)

(Rates should be quoted in Full Rupees and not in fraction)

1	Regular Tea	1 Cup(150ml)	
2	Regular Coffee	1 cup (150ml)	
3	Chapati	1	
4	Puri	1	
5	Rice	250gms	

Lunch/Tea/Snacks order shall be served immediately on the table of employees (Within 5 minutes of placing the order). Sandwiches, Biscuits, Bread, Butter, Cold Drinks / Juice, Egg omelette should be always available.

ANNEXURE – V

PERMISSIBLE BRANDS OF CONSUMABLES

Salt	Iodised Salt – TATA, Annapurna, Nature Fresh
Spices	MDH, MTR or equivalent quality brands or Agmark brand
Oil	Sunflower Refined oil such as Sundrop, Nature Fresh, Godrej
Atta	Aashirvad, Nature Fresh, Annapurna
Rice	1) Regular - Wada kolam & 2) Pulao - Basmati
Turdal	Tata Shakti
Ketchup	Maggi, Kissan, Heinz
Besan	Rajdhani
Paneer	Amul / Mother Dairy
Pickle	Mother's Recepte , Bedekar, Pravin
Butter	Amul, Britannia, Mother's Dairy
Bread	Wibs, Britannia
Tea	Brook Bond, Lipton, Tata
Coffee	Nestle
Milk	Amul, Gokul
Sweet	Bikaner, Haldiram
Jam	Kisan,Sil, Mapro
Juices	Real, Tropicana
Biscuits	Parle, Britannia, Unibic,

ANNEXURE VI

(To be submitted on letterhead of the bidders along with Technical Bid)

The

Dear Sir,

Tender for “The Oriental Insurance Co Ltd” MUMBAI Canteen Catering Contract 2017

1. I/we undertake to offer my/our services in conformity with your requirements and the terms and conditions set in the Tender document.

2. I/We agree to abide by the terms & conditions of the Tender and that the bids would remain valid for at least 90 days from the last date of submission of the Tender.

3. I/We note that you are not bound to accept any or all tenders you may receive.

Dated day of _____ 2017

.....

(Signature of the authorized person of the Tenderer)

.....

(Name and address of the tenderer)(Seal of the Tenderer)