

STAR UNION DAI-ICHI LIFE INSURANCE CO. LTD.

Corporate office:

Appointment of Service provider at Corporate office, Vashi, Navi Mumbai

1. Establishment of Canteen

The Company desires to appoint the above service provider at the Corporate office of the Company at 11th Floor, Vishwaroop IT Park, Behind Raghuleela Mall, Opp. Railway Station, Vashi, Navi Mumbai.

The technical bid and price bid formats are enclosed for the above Contract. The intending offerers are requested to go through the terms and conditions before applying to the above service.

Offers in two separate sealed covers, “one for technical and the other for price bid” along with the desired particulars should be submitted to the addressee at the following address. The bids should contain the full details of the sender including the name and address with phone number of the offerer. The Company reserves the right to reject any offer without assigning any reason.

The offer should be sent to the following address so as to reach the office before the date specified in the advertisement.

AVP (Facility Management)
Star Union Dai-ichi Life Insurance Co. Ltd,
11th Floor, Vishwaroop IT Park,
Behind Raghuleela Mall, Opp. Railway Station,
Vashi, Navi Mumbai

Chief Executive Officer.

Tender document

(To be submitted on letterhead of the bidders)

To, _____, 2009

The Chief Executive Officer,
Star Union Dai-ichi Life Insurance Co. Ltd.
11th Floor, Vishwaroop IT Park,
NaviMumbai – 400 703.

Dear Sir,

Tender for Canteen Contract

1. I enclose “technical bid and commercial bid for Canteen Contract” in response to your advertisement appeared in the newspaper _____, on _____.
2. I/we undertake to offer my/our services in conformity with your requirements and the term and conditions set in the tender document.
3. I/We agree to abide by this tender till the date of finalization of tender.
4. I/We note that you are not bound to accept any or all tenders you may receive.

Dated.....day of _____ 2009.

.....
(Signature of the authorized person
of the bidders)

.....
(Name and address of the bidders)

.....
(Seal of the bidders)

Tender for Staff Canteen Contract

Procedure for submitting tender

Part - I

Cover forming Part-I of the tender should be superscribed with the words '**Tender for staff canteen contract – profile, etc.**' and contain the following information: duly addressed to the AVP, Facility Management and submit the tender to AVP, Facility Management within the stipulated date.

- (a) Bidder's profile giving complete details about the firm, including the period for which in this business;
- (b) name/s of proprietor/partners of the bidders with their, residential addresses and telephone numbers;
- (c) attested copy of deed of partnership, if the bidder is a partnership concern;
- (d) attested copy/ies of income-tax clearance certificate/s for last 3 years;
- (e) attested copies of Registration and Sales Tax Certificate issued under Shops and Establishment Act;
- (f) list of establishments where canteens are currently being run with dates of contract and number of lunches served every day. List of establishments where canteens were run in the past with period of contract and number of lunches served every day.
- (g) declaration on letterhead of the bidders that it has never been involved in any illegal activity or financial frauds;
- (h) demand draft of Rs. 75,000/- (Rupees Seventy Five Thousand) drawn in favour of SUD, payable in Mumbai towards Earnest Money Deposit (EMD). It may be noted that the EMD shall not carry any interest and that of the unsuccessful bidders would be refunded only after finalization of the tender or within 90 days from the date of opening of Part-I of the tender, whichever earlier. Tenders without EMD would not be considered;
- (i) signed copy of the terms and conditions stipulated in the tender document;

N.B. – It may be noted that tenders not accompanied by any one of the above documents or satisfactory explanation therefore will be liable for rejection forthwith.

It may be noted that as per the rules of the IT Park only dry pantry is allowed in the building. Therefore, the Contractor will be required to cook the foods outside and then bring the food materials and serve the same hot inside the canteen.

The proposed canteen timings will be

Breakfast: 8:45 AM to 9:45 AM

Lunch: 1:00 PM to 3:00 PM

Snacks(High Tea): 4:00 PM to 7:30 PM

Tea, Coffee can be served at the work places in paper cups/ porcelain cups other than the periods mentioned above.

Lunch/ Snacks will be served in the Cafeteria as also in the meeting halls/ Board Room/ any room as required by the Company.

Other than the above, tea/coffee biscuits, snacks etc will be served in meeting halls/ Board rooms etc whenever any Department conducts meetings. The Company will reimburse the expenses of all such meetings on a monthly basis.

Part-II

The tender should be superscribed with the words '**Tender for staff canteen contract – Rate, etc.**' which will be opened subsequently after short listing the technical bids.

Tender for Staff Canteen Contract

Pre-qualification criteria

- (i) the bidders should be in business for at least five years with profile containing annual turnover, profits and manpower at least for 3 years;
- (ii) It should have its clients like banks, financial institutions, Life Insurance Companies, IT Firms to its credit (present and past), where minimum 200 lunches are served every day;
- (iii) the track record of the bidders should be clean and it should not have any involvement in illegal activities or financial frauds. Tenders must be accompanied with declaration to this effect on letterhead of the bidders. Tenders without declaration to this effect will not be considered and will be rejected forthwith;
- (iv) The tender shall be submitted in two parts viz. Part-I (profile Technical bid) and Part-II (financial bid)
- (v) The bidders, shortlisted on the basis of the Technical Bids only will participate in the Financial bid.;
- (vi) the bidders should pay earnest money deposit (EMD) of Rs. 75,000/- (Rupees Seventy Five Thousand) by means of demand draft in favour of SUDLIC payable in Mumbai along with the tender. The EMD shall not carry any interest. The EMD of the unsuccessful bidders would be refunded only after finalization of the tender. The EMD of the successful bidder would be converted into Security Deposit and shall not carry any interest and would be refunded at the time of termination of the contract period.
- (vii) the bidders must enclose the copy of terms & conditions (given in tender document) duly signed by the authorized person.
- (viii) Bidders shall bid for serving tea/coffee and lunch / snacks in canteen.
- (ix) SUDLIC shall have the right to decide the omission of the participating canteen contractors on the basis of technical qualification, without giving explanation to anyone of the participants or any other parties and also exclude them on the basis so decided by the Company to participate in the financial bid.

N.B.: - It may be noted that documentary evidence in respect of first two items would be essential. Tenders not accompanied by documentary evidence in respect of any one or both would not be considered and will be rejected forthwith.

Tender for Staff Canteen Contract

Terms and conditions of the contract

1. The contract will be valid for 1 year and extendable for further one year at the sole discretion of the Company.
2. Tenders received after the prescribed time and date will not be considered.
3. Conditional tenders / incomplete tenders will not be accepted and will be summarily rejected.
4. Every tender would remain open for acceptance till the date of finalization of tender,(Part I & II).
5. The written offer of contract issued to the successful bidder/contractor would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD.
6. The successful bidder/contractor will be required to enter into an Agreement/Contract on a stamp paper of Rs.100/- within 7 days from the date of acceptance by the successful bidder of the offer of SUDLIC. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned above will result in forfeiture of EMD. The failure, delay or evasion on the part of the successful bidder/contractor to commence the services within the period mentioned below will result in termination of the contract and forfeiture of EMD.
7. The successful bidder/contractor will be required to commence the services within 7 days from the date of execution of the Agreement/Contract. The failure, delay or evasion on the part of the successful bidder/ contractor to commence the services within the period mentioned above will also result in termination of the contract and forfeiture of the EMD.
8. The tea/snacks and lunch will be served to the staff daily on all working days (Monday to Friday) as also on Saturdays, if required by the Company. The contractor will be liable for the penalty for its inability to serve lunch on any working day unless the reasons are beyond his control. The amount of penalty would be decided by SUDLIC on each occasion and will be final, conclusive and binding.
9. No escalation in rates **on any account** will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
10. No advance shall be paid.

11. Applicable taxes will be deducted at source at the time of settlement of bills unless the bidders produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
12. Kitchen is provided with a) hot plates, micro ovens, heaters, burners, Refrigerators, Water Coolers, and canteen space and no charges will be levied on these by SUDLIC. However, charges for major repairs and maintenance (as decided by SUDLIC) of the above equipments will be levied and recovered from the bills of the contractor.
13. Crockery, cutlery, vessels will be provided by SUDLIC, and the caterer to ensure minimum breakage/pilferage of articles.
14. Water, electricity charges will be borne by SUDLIC.
15. The bidders must distinctly note that:-
 - i. the contractor will be required to strictly confirm to the conditions of the Agreement/Contract;
 - ii. the material to be used for food, etc. would be of the best and branded quality and no compromise will be made to it;
 - iii. quality of material used/to be used for preparation of food, etc. will be subjected to the surprise checks/visits by any authorized officer/s/team of officers;
 - iv. satisfaction of the diners with regard to the quality of food and service, etc. will be responsibility of the contractor;
 - v. EMD of Rs. 75,000/- (Rupees Seventy Five Thousand) will be converted into Security Deposit and shall not bear any interest. The EMD of the unsuccessful bidders would be refunded only after finalization of the tender.
 - vi. Menu for the week will be fixed by Canteen Committee/ and may be changed after one month.
 - vii. Comply with the specific condition of catering as given in Schedule.
16. SUDLIC reserves the right to terminate the contract at any time during currency of the contract period without assigning any reason therefore.
17. SUDLIC reserves the right to reject any or all offers without assigning any reason.

18. SUDLIC reserves the right to combine or split the services.

19. The caterer will have to open current account with any branch of the BOI/UBI.

I/We have read the terms and conditions and are acceptable to me/us.

- Signature of the authorized person

:.....

- Name of the signatory

(.....)

(in block capital letters) :

- Status of the signatory i.e.

proprietor/partner:

- Date :

- Address of the bidder :

- Telephone no/s :

- Bidders's Seal

SCHEDULE – A

Scope of contract and specific conditions for catering:-

(Terms and conditions forming part of contract)

1. The Contractor shall prepare and serve lunch and snacks/tea/coffee/squash from Monday to Friday. The Contractor shall extend above services on Saturday and public holidays if required by the Company.
2. The Contractor will serve tea/ coffee/ snacks or lunch in meeting rooms/ Board room or any room as required by the Company.
3. The Company will provide to the Contractor the following facilities:
 - i) Water
 - ii) Electricity
 - iii) Crockery, Cutlery and Utensils etc.
 - iv) Furniture
4. The Contractor should keep the usage of the water and electricity to a reasonable level.
5. The quality of articles of food and provisions should be of good standard and should be purchased from approved vendors. The masalas and other spices should be branded and should have FPO registration. The Company's authorized representatives will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provision, which are found to be of unsatisfactory standard and on grounds of hygiene.
6. The Contractor shall be responsible for taking good care of all equipment, utensils etc. He should bring to the notice of Company, the repairs and maintenance work that are required to be undertaken from time to time. If any repairs of the equipment are to be made on account of mishandling/negligence of the workmen, except normal wear and tear, the said items will be repaired by the Contractor at his cost.
7. The Contractor shall maintain inventory of the items given to him and give inventory statement by **5th of every month** indicating any breakage/loss of the items provided.
8. Breakage should be kept to reasonable level. If breakage takes place due to regular usage, the Contractor will pay 25% of the cost in respect of such breakage. Cost of any items missing and breakage due to negligence / mishandling will be recovered from the Contractor fully.

9. The Contractor shall be responsible for maintaining the entire dining area on the 11th floor (kitchen, stores, dining hall(s) service area etc.) spotlessly clean at all times. The crockery, cutlery, furniture and utensils used in the preparation and service of food shall always be in clean and hygienic condition. The kitchen shall be open at all times for inspection to the duly authorized representatives of the Company.
10. It will be the responsibility of the Contractor to store the material purchased by him in a neat, tidy and hygienic manner in the space provided by the Company. The security of such material will be the sole responsibility of the Contractor.
11. The authorized representatives of the Company shall check the quality and quantity of the items supplied and served.
12. The Contractor on daily basis will do the disposal of leftover foods and other garbage on daily basis at regular intervals to the satisfaction of the Company.
13. The Contractor shall employ adequate staff to ensure consistent quality of service. Such staff shall include Kitchen Helpers, Waiters, Dining Hall helpers etc. He should arrange for periodical medical tests of the personnel at his cost at an approved laboratory.
14. EMD will be converted into Security Deposit shall not carry any interest. The Security Deposit would be refunded at the time of termination of the contract by efflux of time or otherwise after deducting any payments due by the Contractor to the Company in terms of the contract or otherwise. SUD may deduct or retain out of any monies, which may be due or become due to the Contractor hereunder or otherwise, any amount owed by the Contractor to SUDLIC Company. The decision of the SUDLIC Company shall be final, conclusive and binding.
15. Applicable taxes will be deducted at source at the time of settlement of bills unless the Contractor produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
16. The Contractor may serve the food to the intending staff who would like to avail the services at the rates prescribed by the Company. Excepting tea/coffee and biscuits no food materials will be served in the hall. The Contractor to issue tokens to the staff members against payment.
17. Complaints received from the staff on quality of food (including stale food) will be viewed seriously and penalty will be levied in such cases. The penalty could be the cost of entire food items prepared on the date of complaint.
18. The serving of food against collection of coupons will be strictly for the staff members and the food will be served against ID card of the users of the canteen.

19. The Company reserves the right to terminate the contract at any time during currency of the contract period without assigning any reason therefore.
20. The Company is providing Sodexo Coupons to its employees. The Contractor can explore the possibility of serving food against these coupons.
21. It will be the sole responsibility of the contractor to clean the kitchen and the utensils of the 11th floor and keep the entire kitchen neat and clean and in hygienic condition everyday.
22. The Contractor should obtain all the requisite licenses including under Prevention of Food Adulteration Act, 1954 and rules frames hereunder and under other applicable laws issued by the concerned Labour Department for running the establishment. The Company shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments.
23. The Contractor shall indemnify and keep indemnified, defend and hold good Company, its officers, director, 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.
24. The Contractor will maintain and provide all necessary documentation, registers and records in connection with the performance of catering services and other documents including for complying with any statutory requirements and provisions of applicable laws.
25. The Contractor should take all precautionary measures to ensure the safety of the workmen employed by it and Company will not be responsible in case of any eventuality.
26. In case of any labour problems related to the workmen staff of the Contractor deployed in 11th Floor, IT Park, the same will be settled at the Contractor's end only. The Contractor will indemnify Company suitably. It shall be the duty of the Contractor to clearly inform its own personnel / staff that they will have no claim whatsoever against SUDLIC and they shall not raise any industrial dispute, either directly and / or indirectly, with or against SUDLIC, in respect of any of their service conditions or otherwise.
27. The Contractor will register with Registrar of the concerned Central/ State Body and shall abide by State Labour/Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESI etc. and shall indemnify the principal employer (SUDLIC) against all risks and damages arising out of the default on the part of Contractor due to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the

Government, Statutory authorities Regulations and other Government bodies, if any, from time to time.

28. The Contractor shall appoint adequate staff and a Manager as overall in-charge of catering services. The Contractor shall ensure that the workmen staffs in catering are suitably trained, well mannered and in appropriate uniforms. The Contractor shall provide the uniform along with hand gloves for serving at their cost and ensure uniforms are clean and not dirty.
29. The Contractor shall arrange to issue Identity Cards to all his staff, through AVP (HR) of SUDLIC which has to be produced for inspection as and when required by SUDLIC.
30. The Company will organize medical examination of all the Contractor staff before initial deployment which will be repeated on a half yearly basis. Any person found to be medically unfit or unsuitable will have to be deployed by the Contractor elsewhere and suitable replacement will have to be arranged forthwith.
31. The Contractor shall ensure:
 - (a) That all instructions, guidelines and specifications issued to the Contractor by SUDLIC 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 SUDLIC is not damaged.
 - (c) That no action taken by the Contractor and / or its employees and / or personnel shall violate laws and regulations.
32. The Contractor shall ensure that there is regular rotation of the employees / personnel engaged by him for the purposes of this Contract so that no employee shall be engaged under this Contract on any work related to SUDLIC for a period of more than six months. The Contractor shall ensure that Contractor staff will have no right of employment in the Company.
33. The Contractor shall not employ the services of any sub contractor directly or indirectly for the purposes of catering services pursuant to this Contract.
34. The Contractor shall ensure no damage is caused to the Company's premises, furniture/ fixtures. If it is arising out of Contractors staff, Contractor will make good the loss, if any to the Company.
35. Any dispute between the Contractor and the Company which cannot be settled by negotiation may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 30 days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of Arbitration and Conciliation Act 1996 or

any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final and binding. The Contractor shall not be entitled to suspend the provision of the catering services, pending resolution of any disputes and shall continue to render the catering services in accordance with the provisions of the contract notwithstanding the existence of any dispute between the Contractor and the Company or the subsistence of any arbitration or other proceedings. 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.

36. 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 and suit, proceedings in connection therewith / in that behalf.
37. The contractor shall open and maintain an account with any branch of BOI/ UBI in Mumbai during the period of contract.

PART – II

Format for Financial Bid.

The tenderer should quote rates as under.

In Rs.

1	Thali as per menu given	Per head
2	Snacks as menu given	Per Plate
3	Tea / Coffee	Per cup(150ml)

Scope of the work

- A) Serving Tea / Coffee for about 200 staff per day.
- B) Lunch for about 50 staff shall have to be provided per day.
- C) Serving of 100 snacks for Staff per day.

The numbers herein mentioned may vary.

Schedule - A

SNACKS (Monday to Friday) or any other day required by the Company

Day Breakfast & High Tea period

VEGETARIAN

Sr. No.	Item	Quantity	Weight
1	Idli Samber with Chatni	2 pieces	80 gms
2	Wada Samber	2 pieces	70 gms
3	Vegetable Samosa	2 pieces	80 gms
4	Punjabi Samosa	2 pieces	80 gms
5	Upma, Upma(Tomato), Upma(Coconut), Upma(Matter)		75 gms
6	Sabudana Wada	2 pieces	75 gms
7	Potato Wada	2 pieces	80 gms
8	Potato Poha		70 gms
9	Vegetable Cutlet	2 pieces	80 gms
10	Bhajiya		75 gms
11	Sheera		70 gms
12	Mysore Bonda	2 pieces	80 gms
13	Potato Puri	2 pieces	70 gms
14	Bread Butter	2 slices	
15	Jam Butter	2 slices	
16	Toast Butter / Grilled Toast	2 slices	

Schedule - B

LUNCH Monday to Friday - Approximately 50 daily & any other day as required by the Company

VEGETARIAN

Sr. No.	Item	Quantity	Weight
1	Rice (dobar Basmati)	2 bowls	
2	Dry Bhaji	1	
3	Vegetable Bhaji (Gravy)	1	
4	Dal	Need based	
5	Curd	1	30-40 ml.
6	Puris / Parathas / Chapatis	6 / 2 / 4	
7	Papad	1	
8	Pickle	Need based	
9	Vegetarian Soup	1 bowl	
10	Salad	1 plate	

Schedule - C

TEA/ COFFEE Monday to Friday & any other day as required by the Company

Morning to
evening

1) Tea	150 ml
a)	
b)	

2) Coffee	150 ml
a)	
b)	