

TENDER ENQUIRY

Tender Ref. No: CSL/CMSRU/HR/Food Service/16/2022-23

Dear Sir,

Tender of **Annual rate contract for Supply and services of refreshments** invited t for the period of one year.

- Quotation should be valid for a period of 3 months.
- Quotation shall be submitted through email with password protected or separate enveloped covers technical and price bids.

Last Date & Time of Receipt of Tender: **07 October 2022 at 15.00 Hrs IST.**

Tender Opening date & time: **07 October 2022 at 15.30 Hrs IST.**

Enclosures to be submitted in technical cover:

1. Scope of work.
2. Terms & conditions.
3. Annexure I to IV
4. Check list
5. Menu list acceptance.

In case of technical queries please contact Shri Umesh Ranjan Behra (Mgr-CMSRU) (Mob No. **9372497532)**

Yours faithfully,

General Manager (CMSRU)



COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)

CSL- Mumbai Ship Repair Unit (CMSRU),
Hughes Dry Dock Office Building, Green
Gate, Shoorji Vallabhdas Road, Fort,
Mumbai, Maharashtra-400001
Web: www.cochinshipyard.com

CSL/CMSRU/HR/Food Service/16/2022-23

Date: 23.09.2022

SCOPE OF WORK FOR SERVING PREPARED FOOD SERVICES AT CMSRU:

- i. The Contractor shall procure food articles and vegetables of good quality to the satisfaction of the Canteen Committee. The Canteen Committee shall have the right to change any brand of material used for cooking, provided the cost of the same does not exceed the specific brand.
- ii. The food shall be cooked, stored and served under hygienic condition. The Contractor shall ensure that only freshly cooked food is served and the stale food is not recycled. Stale food shall be removed from the canteen premises as soon as possible.
- iii. The food item should be neither too spicy nor too oily. The Food preparation shall be wholesome and shall generally cater to the taste of the employees.
- iv. The Oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- v. The food shall be cooked and served in the clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all the time.
- vi. The Contractor shall pay special attention to maintain the Dining Hall in a neat and tidy condition at all the times. For this purpose, used plates/glasses should be removed from the dining table immediately as the person leaves the table after having his food and then canteen shall be cleaned thoroughly after each meal regularly with phenyl etc.
- vii. The contractor shall ensure that only hot and fresh food is served to the employees, Complaint if any in this regard shall be dealt with severely, which may include termination of the contract.
- viii. The Contractor should be in possession of a food safety license (FSSAI Licenses) As per the food safety and Standards (Licensing and registration of Food Businesses) regulations 2011 mandatory for canteens, hotels, Caterers, restaurants, and food processors with an aim to reduce the problems associated with poor quality food being served to the employees and ensure health and safety.
- ix. The Contractor should have supplied minimum 100 no's officers food in any Government organization/Any other reputed organizations from last 1 year.
- x. The Contractor shall ensure that sufficient man power is deployed for preparation, during serving of each meal and for cleaning, washing and overall upkeep of canteen assets and premises.
- xi. The Contractor shall make all damages/loss which may be caused by any act or default of the contractor, his agents or servants or workers to any property of department with the option to have damage or loss otherwise made good by charging the contractor with the expenses.
- xii. The bidder and mess workers have to behave politely with CMSRU Employees.
- xiii. Smoking and intoxication (drug, alcohol, Gutkha, Tambaku, etc.) is strictly prohibited in the CMSRU premises.



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- xiv. The Contractor must put complain register at the entrance of the Dining Room which will or reviewed by HR & Administration Department / Canteen committee on periodically basis.
- xv. Mess workers and cook should be healthy and medically fit.
- xvi. Mess Menu will be prepared in consultation with HR & Administration Department or Canteen committee. Menu can be changed, to suit the availability of seasonal vegetables and their market supply with intimation to the HR & Administration Department /Canteen Committee.

The meals should be served at following timings:

Breakfast	--	08:40 AM TO 09:00 AM
Lunch	--	01:00 PM TO 01:35 PM
Evening Tea	--	04:00 PM TO 04:10 PM

The timings may be changed as and when such circumstances arise.

- xvii. Liability / responsibility in case of any accident-causing injury/ death to mess worker/s or any of his staff shall be of the Contractor. The CMSRU authority shall not be responsible by any means in suchcases.
- xviii. Contractor shall be solely responsible in case of incidence(s) of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the bidder as decided by the CMSRU Management / Competent Authority for such incidence/s.
- xix. Responsibility of providing Medically-Fit Mess Staff - The contractor shall ensure that all employees engaged by him are free from communicable / infectious disease and are also medically fit to work at Dining Area. The cost of the medical examination will be borne by the contractor. If in the opinion of the CMSRU Management any of the contractor's employee(s) is found to be suffering from any such disease / condition or if any employee(s) of the contractor is found to have committed misconduct or misbehavior, with the employees shall have the right to ask the contractor to remove such employee(s) without questioning the decision of the Management. The CMSRU shall be entitled to restrain such employee (s) from entering into the CMSRU premise. Thereafter, the contractor shall have to provide a substitute(s) within a reasonable time.
- xx. The contractor shall not appoint any sub- contractor for the work assigned to him without the written permission of the CMSRU Management. Also, no part of the contract, nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or whosoever.
- xxi. FESTIVE SPECIAL MEALS: As directed by HR & Administration Department / Authorized Officials of CMSRU for special menu for such occasion based on holiday calendar or any other reason.
- xxii. At any circumstances the staff/employee of contractor shall not have any claim whatsoever for any type of employment with CMSRU.



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XXII. PENALTIES AND RECOVERIES:

1. Unavailability of complaint register on the counter/discouraging the complaint would lead to a fine of Rs. 1000/- on the caterer.
2. If CMSRU Managements agrees that certain meal was not cooked properly then a fine of Rs.1000/- Would be imposed to the contractor.
3. Changes in menu without permission of CMSRU Management / HR & Administration Department would result in a fine of Rs. 2000/- on the Contractor.
4. Fine on any discrepancy (personal hygiene of workers, Kitchen area, dining area etc) will lead to fine of Rs. 2000/- on Contractor.
5. The Contractor is required to employ necessary manpower for smooth functioning of the Dining Room and timely providing of Breakfast, lunch & Tea. If the contractor fails to engage manpower on any day and supplies on their places on that particular day in that case the difference of amount and contractor's margin shall be deducted from contractor's bill accordingly.
6. Recovery will be made at double the prevailing rates for engaging less manpower daily basis.
7. Penalty will continue to be imposed upon for 07 (seven) days continuously. Thereafter, the contract is liable to be summarily terminated without any notice.

XXIII. Statutory Compliances:

- 1) It shall be the responsibility of the Contractor to ensure that the personnel deployed by them are not below 18 years of age as per Factories Act 1948 & Rules 1950 provisions.
- 2) Contractor shall obtain Medical Fitness Certificate as per Factories Act 1948 & Rules 1950 before deploying into work of his workman.
- 3) Contractor shall obtain a valid labor license (if manpower exceeds 20 or more) in his name under Contract Labour (R&A) Act 1970 & rules 1971 from the Licensing officer from the office of Dy. Chief Labor Commissioner and comply with all legal formalities and submit a copy of the Labor License to the Company before commencement of the work.



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- 4) The Contractor shall verify antecedents of his workmen engaged by him and ensure that the workmen engaged by him carry with them proper identity cards bearing their photographs to be issued by him and carry during the working hours.
- 5) The Contractor shall maintain all Statutory Registers as required under the Contract Labour Act, 1970 & Rules 1971 and all other and various labor laws applicable from time to time. It shall be the responsibility of the Contractor to maintain all records in respect of workmen engaged by him. The Contractor shall specifically maintain the following Registers:
 - i. Form – A : Format of Employee Register
 - ii. Form – B : Format for Wage Register
 - iii. Form – C : Format of Register of Loan / Recoveries
 - iv. Form – D : Form of Attendance Register
 - v. Form – VII : Service Certificate
 - vi. Form – XII : Employment Card
- 6) The Contractor shall produce all the registers and records to the representative of the Company and Government authorities as and when required for ensuring statutory compliance. The Contractor shall submit a Certificate for having complied with all the statutory provisions under all labor statute applicable to his contract at the end of the month and only then his monthly bill will be processed for payment by the Company.
- 7) Contractor should take registration codes under Employees Provident Fund (Miscellaneous Provisions) Act 1952 and Employees' State Insurance Act 1948 for issuing PF number and ESI number to his contract workmen.
- 8) The Contractor shall submit invoice/s on a monthly basis for verification on or before 2nd day of the succeeding month. All bills should be supported with following documents mentioned herein:
 - i. Copy of Form B - Wage register
 - ii. Copy of wages remittance
 - iii. Copy of challan showing remittance of Provident Fund
 - iv. Copy of challan showing remittance of ESI
- 9) The Contractor shall disburse the wages on or before 7th of every month for the previous month through RTGS / ECS transfer to his workmen by himself. **The**



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acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.

- 10) The Contractor shall ensure that, to remit the Provident Fund and ESI contributions on before 15th of every month for the previous month wages as per the provisions of Employees' Provident Funds & Miscellaneous Provisions Act, 1952 & Employees' State Insurance Act, 1948. **The acknowledgment copy of the remittance statement shall be submitted to the department for verification as per Statute and company policy.**
- 11) The Contractor shall be responsible for making payment of Statutory Bonus as per the provisions of Payment of Bonus Act, 1965, payment of Earned Leaves and National & Festival Holidays as per Factories Act 1948 & TS Factories Rules 1950. The acknowledgment copy of the paid statement shall be submitted to the department for verification as per company policy.
- 12) The Contractor undertakes that it has complied with and agrees to comply with all the necessary statutory requirements such as maintaining Registers, Records and Returns under Contract Labour (Regulation & Abolition) Act, 1970, Factories Act, 1948, Minimum Wages Act, 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Employees' Compensation Act, 1923, Labour Welfare Fund Act, 1987, The Industrial Employment (Standing Orders) Act, 1946.etc. as applicable to its business for providing the said services.
- 13) The Contractor shall also comply with the provisions of the Act and such other statutory enactments/rules and regulations laid down by the Government or local body whether related to labour, commercial or other laws in force/coming into force which may apply to this Agreement/Contract and any liability on account of non-compliance or violations thereof by it, shall be solely to the account of the Contractor and the Company shall not be responsible for any breach or violation by the Contractor. The Contractor hereby agrees to indemnify and keep indemnified the Company against any claim, loss, damage, cost, charge or expense incurred or suffered by the Company on account of any breach or violation of the necessary statutory requirements by the Contractor.
- 14) The Contractor shall disburse the wages and all other payments if any only through RTGS / ECS transfer to his workmen by himself as per provisions of Payment of Wages Act 1936.



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- 15) The Contractor shall regulate the discipline of the workmen engaged by him in the discharge of duties. The Contractor shall also decide and take disciplinary action against the workman if they are found to have committed any act of misconduct/s.
- 16) The Company shall have privity of contract with the Contractor only and shall give instructions to him and shall have nothing to do with Contractor's workmen. It is clearly and absolutely agreed by this deed that no relationship of "Employer and Employee" is created between the Company / Principal Employer and the workmen engaged by the Contractor. Any reference to the contract workmen under this agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between the Company / Principal Employer and contract workmen.
- 17) The Contractor also shall strive to attain zero accidents at the workplace. Contractor should ensure safety of his workmen at work place and ensure all his workmen are equipped with Safety Personal Protective Equipments (PPEs) like, Safety Shoes, Helmet, nose mask...etc.
- 18) The Contractor shall not sub-contract or assign this Agreement / Contract or any part hereof or the rights and obligations arising here from to any third party.
- 19) The Company shall not have any connection whatsoever with the workmen engaged by the said Contractor and the Company shall have nothing to do or concerned with the conditions of employment of the workmen working for Contractor. The entire supervision and control on the work of the Contractor's workman shall be carried out by the Contractor himself and / or its supervisors without any interference / intervention of the Company.
- 20) For the purposes of providing the said services and for effectively carrying on its obligations under this contract, the Contractor will have the absolute discretion to deploy such number of personnel including Supervisor/s, in the said premises as it deems fit / as per department requirements. All liabilities and obligations on account of the said personnel shall be that of the Contractor only.
- 21) In case of termination / expiry of contract, the Contractor shall have no right or lien whatsoever upon the premises. The Contractor undertakes to leave the premises with all his workmen peacefully and shall have no claim of any nature against the Company.



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XXIV) WEEKLY / PAID HOLIDAYS:

The contractor should give weekly holiday and other paid holidays in respect of labour engaged as per Company rules / statutory rules.

XXV) DURATION OF CONTRACT:

1. The period of contract shall be ONE YEAR (12 Months) and can be extended for further one year (12 Months) at the same rate, Terms & Conditions at the discretion of CMSRU Management and subject to satisfactory performance of the contractor.
2. One months' notice is required on either side for the termination of the Contract Service, if such a condition arises during the contract period.
3. In the event of the situation beyond the control of both the parties, CMSRU may direct the contractor to give break in the Service with 15 days prior notice which the contractor bound to oblige.

XXVI) NEGOTIATION:

In the event of negotiations, only downward revision of rates will be allowed.

XXVII) SECURITY DEPOSIT:

Further additional Security Deposit shall be deducted from the contractor's bill as follows:

- a) 10% on first Rs. 1.0 lakhs from contractor's bill.
- b) 7.5% on next Rs. 1.0 lakhs from contractor's bill.
- c) 5% on balance payable of balance order value will be recovered.

SD will be refunded after three months only after finalization of final bill and successful completion of the order. Necessary No Dues certificate shall be obtained from all departments. The contractor has also to submit No Claim Certificate.

Accident or Injury to Workmen - The Institute shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the Institute indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

XXVIII) NEGOTIATION ACCIDENT OR INJURY TO WORKMEN:

The CMSRU shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor through claim from insurance company. The contractor shall indemnify and keep the CMSRU indemnified against all such damage and compensation whatsoever in respect or in relation thereto.



Annexure I

VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm in Mumbai: Local office address at Mumbai (if held):	
3	Telephone No./Fax No./Mobile No	
4	E-mail address	
5	Names of the contact person & designation	(i) (ii) (iii)
6	Type of Entity-Proprietorship/Partnership firm/Company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	EMD Details (DD No. Name of Bank)	
8	PAN Card Number (Self attested copy of PAN card has to be submitted)	
	GST Registration Number (Self attested copy has to be submitted)	
	EPF Registration No. (Self-attested copy to be submitted). Note: In case firm does not have EPF registration reasons thereof to be indicated in remarks column.	
	ESI Registration No. (Self-attested copy to be submitted). Note: In case firm does not have ESI registration reasons thereof to be indicated in remarks column.	
	Copy of License applicable (Self attested copy to be submitted)	
9	Whether the Agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any 'govt./autonomous bodies/ organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (please tick as applicable) If yes, please furnish details on a separate sheet

- Certified that the above information is true to the best of our belief and information.

Place: Signature of Contractor/authorized signature

Date: of firm or agency:

Name of contractor or authorised signatory of firm/agency:

Designation:

Address:

Contact No:

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Annexure II

RATE FORMAT

Sl. No	Description	Morning Snacks Per day per head (Rs.)	Lunch Per day per head (Rs.)	Evening Snacks Per day per head (Rs.)	GST(%)
1	Supply of refreshment services as per menu list.				

Date:

Note:

- Food will be supplied through Green Gate, Mumbai Port Trust.
- Contractor workmen will carry the food and served from our officer and workmen canteen premises.
- Based on the strength and timings contractor can increase the manpower accordingly.
- Contractor should maintain the timings to avoid late services.
- Lowest bidder will be selection based on the overall cost of per person per head basis.
- Settlement of invoices based at actuals on monthly basis.
- Contractor should meet the pre-qualification and statutory compliance details as mentioned in scope terms & conditions.
- In complete offers strictly rejected without reasons and deliberations.
- Technical qualification may selection based on the kitchen setup and verification of premises with good house keeping.

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SI . No.	ITEM	Unit	RATE (Rs.)
1.	Extra Regular		
	(i) Milk	Cup of 150 ml	
	(ii) Single Egg Omlet	1 No.	
	(iii) Single Egg Masala	1 No.	
	(iv) Boiled Egg	1 No.	
	(v) Scrambled Egg	1 No.(1 Egg)	
	(vi) Cornflakes	30 gm	
2.	Extra Regular (Non Vegetarian)		
	(i) Chicken 65 (Dry)	Per Plate (100 grams)	
	(ii) Chicken Masala	Per Plate (100 grams)	
	(iii)Chettinad Chicken	Per Plate (100 grams)	
	(iv)Ginger Chicken	Per Plate (100 grams)	
	(v)Pepper Chicken	Per Plate (100 grams)	
	(vi)Chili Chicken	Per Plate (100 grams)	
	(vii)Garlic Chicken	Per Plate (100 grams)	
	(viii)Chicken Biryani (Basmathi Rice)	Per plate300 gm Rice+100 gm chicken	
3.	Extra Regular Vegetarian items		
	(i) Baby Corn Masala	Per Plate (150 grams)	
	(ii) Paneer Butter Masala	Per Plate (150 grams)	
	(iii) Mushroom Masala	Per Plate (150 grams)	
	(iv) Chilli panner	Per Plate (150 grams)	
	(v) Meal Maker masala	Per Plate (150 grams)	
	(vi) Aloo Gobi	Per Plate (150 grams)	
	(vii) French Fries	Per Plate (150 grams)	
4.	Sweet Dishes		
	(i) Gulab Jamun	Two small pieces of 50gm each	

Note:

Additional menus will be settled at actuals



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Annexure III

UNDERTAKING

I, Shri in my capacity as Managing Partner/Chairman & Managing Director/Proprietor of M/s do hereby give an undertaking that we shall provide refreshment services as per requirement of CMSRU if awarded the contract by CMSRU.

Signature of Contractor/authorised signature

of firm or agency:

Name of contractor

Designation of authorised signatory of firm/agency:

Address:

Contact No:



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Annexure IV

UNDERTAKING

I, Shri in my capacity as Managing Partner/Chairman & Managing Director/Proprietor of M/s do hereby give an undertaking that we shall not subcontract the work or part of work to any other agency if awarded the contract by CSL Mumbai Ship Repair Unit.

Signature of Contractor/authorised signature

of firm or agency:

Name of contractor

Designation of authorised signatory of firm/agency:

Address:

Contact No:

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Annexure V

CHECKLIST			
Sl no	Description	Yes/No	Reference of annexures
1	Contractor should have supplied minimum 100 no's officers food in any Government organization/Any other reputed organizations from last 1 year. (to be supported by necessary documents and submitted along with technical bid) as on date of publishing this tender.		
2	Vendor details as per annexure II.		
3	Contractor should be in possession of a food safety license (FSSAI Licenses) As per the food safety and Standards (Licensing and registration of Food Businesses) regulations 2011 mandatory.		
4	Kitchen set up and accessories details (Separate sheet to be attached along with documents)		
5	Firm should have dedicated functional canteen premises in Mumbai (not operating from home cum office) and address proof of office should be submitted along with technical bid.		
6	Contractor shall obtain a valid labor license (if manpower exceeds 20 or more) in his name under Contract Labour (R&A) Act 1970 & rules 1971 from the Licensing officer from the office of Dy. Chief Labor Commissioner and comply with all legal formalities and submit a copy of the Labor License to the Company before commencement of the work.		

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7	Documents related to statutory requirements shall be submitted along with technical offer.		
8	The contractor should submit an undertaking that they shall not subcontract the work or part of the work to any other agency if awarded the contract, as per annexure IV		
9	Acceptance of terms and conditions along with acceptance of menu list.		

SPECIFIC TERMS & CONDITIONS

1. **Offer Validity:** The offer should be valid for a minimum period of three months of date of submission of offer.
2. **Period of contract:** One year from the date of award contract. Further one year will be extended on mutual agreed basis.
3. **Service location**

M/s Cochin Shipyard Limited- Mumbai Ship Repair Unit, Green gate, Mumbai PORT trust, Mumbai- 400001.
4. **Work Experience:** The tenderers should have experience minimum 01 years in supply and services of refreshment activities from Government/ Any other reputed organizations.
5. **Terms of Payment:** Payment at actuals as certified by officer in charge on monthly basis and on furnishing bill in triplicate.
6. Entry passes for the personnel to work inside M/s Cochin Shipyard Limited- Mumbai Ship Repair Unit shall be arranged by the firm after completing necessary formalities.
7. Quote should be per head per day basis.. GST should be indicated separately and shall be paid extra as per govt. of India rules. The validity of the quote shall be 03 months. The rate quoted shall include all the expenses of salary etc. payable to employees, ESI/EPF remittance of employees, other statutory payment and any other miscellaneous cost etc. Rate agreed upon as per quotation shall remain firm and fixed during the entire contract period and will not be changed till conclusion of contract.
8. If awarded the contract the firm should not subcontract the work in part or full.
9. The agency should ensure that the personnel employed by them are working in complete compliance with CSL HSE rules. Workmen should wear PPE at all times when working within the factory premises of CSL - MSRU. PPE is to be provided by the firm including, overall, safety shoes, safety helmet, gloves, safety glasses, full body harness etc. The firm shall be entirely responsible for the safety of all personnel employed by them on the work and should ensure that the personnel are adequately covered under insurance.
10. The firm shall be solely responsible for the consequences arising out of any loss, damage or accident caused to the personnel engaged by him on duty.

Any labour issues with employees have to be settled by the firm themselves. CSL – MSRU will not have any responsibility for any issue between firm and the employees, for any injury or illness to firm's workmen/other personnel during execution of work. In this regard firm will have to fully indemnify CSL – MSRU/CSL (Kochi) against any claim made by his workmen/other personnel.

11. CSL – Mumbai ship repair unit (at Mumbai port trust)/CSL (Kochi) reserves the right to award the contract to one or more firms or may split the scope of work, depending upon the actual necessity, as deemed fit.
- 12.. CSL – Mumbai ship repair unit (at Mumbai port trust)/ CSL (Kochi) reserves the right to reject any or all the offers without assigning any reason whatsoever.
13. The firm must comply with statutory requirements, ESI/EPF, and other labour laws/regulations in force and as amended from time to time by Govt. of India. The firm must abide by minimum wages act as governed by Govt. of India rules in force and as amended in future. In case firm does not have EPF/ESI registration number, reasons thereof to be submitted along with technical bid (cover A).
- 14..All relevant clauses of general conditions of contract prevalent in CSL – Mumbai ship repair unit (at Mumbai port trust)/ CSL (Kochi) will be applicable to this contract also.
15. Payment shall be made for at actuals on monthly basis within 30 days of receipt of invoice in triplicate at CSL (MSRU) supported by work completion certificate/attendance log book duly certified by officer in charge/designated officer of CSL – Mumbai ship repair unit and ESI/EPF remittance documents in respect of personnel engaged for work. In case ESI/EPF remittance documents not submitted with invoice, reasons thereof to be submitted along with invoice. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL (Kochi). Following documents to be submitted along with the invoice to coordinating officer of CSL (MSRU).
16. Log book to be maintained daily basis and duly certified by officer-in-charge (MSRU)/designated officer at MSRU.

17. ESI & EPF remittance details of workman engaged for the subjected works.
18. Any loss/damage sustained by CSL – MSRU on account of any negligent act of the personnel engaged by the firm will be fully recovered from the firm.
19. It is clarified that the firm cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Cochin Shipyard Ltd. has a grievance redressal cell and all un-resolved disputes after hearing by Chief General Manager (SR) shall be referred to the nodal officer Shri. Syamkamal N, Company Secretary, Cochin Shipyard Ltd in the specified format. All questions, disputes difference or differences arising under, out of, or in connection with the contract after hearing by Cochin Shipyard Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi.
20. Failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL – MSRU/CSL (Kochi) may allow such deviation as is mutually agreed to be justified by the circumstances of the case.
21. The firm shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, `Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to them and their workmen employed.
22. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen at CSL - MSRU. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a

valid ESI Identity Card for verification by the authorities will be permitted to work in the company.

23. If the firm fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL – MSRU shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to the firm by CSL – MSRU including any deposit or amounts payable against bills and make payments on their account to the appropriate authority. The firm shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL – MSRU.
24. Order dated 23rd March 2012, from ministry of MSME, pertaining to public procurement policy is applicable for this tender.
25. The bidder has to submit necessary documentary proof along with bids in support of their registration under MSME and NSIC to be eligible for above privileges.
26. During the evaluation of tender DM (CMSRU) may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
27. The acceptance of a tender will rest with GM (CMSRU) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.
28. CSL – MSRU reserves the right to terminate the contract at short notice in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by CSL – MSRU on this account.

29. PROHIBITION OF CHILDREN'S EMPLOYMENT: Contractor shall note and follow the Govt. of India Notification of `Prohibition of Children's employment in the schedule occupation and process under the Child Labour (Provision and Regulation) Act, 1986".

30. **Safety Provision:** Attention is invited regarding safety provisions and adheres to the same while executing the work. In addition to the instructions stipulated therein, contractor should note that it is compulsory that every worker employed by the contractor/successful tenderers shall use PPE while the contract work is in progress, at CMSRU premises / site. The contractor should take necessary safety measures to carry out the job, without causing any accident, and shall not cause any Loss to CMSRU either directly or indirectly. However, if any such incident took place while carrying out the work, loss to the CMSRU properties will be borne by the contractor.

Seal & Sign of Authorized Person

MENU

DAYS	MORINING SNACKS	LUNCH	EVENING SNACKS
Monday	Idly (03 No's), Sambar, Chutney & Tea	Rice & 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Samosa (1 Nos) & Tea
Tuesday	Missal Pav (02 No's)& Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Britannia Cake(Rs.10) –01 No's & Tea
Wednesday	Upma – 200 gm& Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Britannia Biscuit (Rs 10) – 01 No's & Tea
Thursday	Poha – 200gm& Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Vada Pav (1 Nos) & Tea
Friday	Poori (04 Pcs), Bhaji & Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Banana – 01 No's, &Tea
Saturday	Vada Pav – 2 Nos& Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Britannia Biscuit (Rs 10) – 01 No's & Tea
Sunday	Puri (4 nos) & Bhaji& Tea	Rice& 2 pcs Chapati, Dal Curry, Sukha Bhaji, Pulses, Sambar/ Pulicheri	Britannia Cake(Rs.10) –01 No's & Tea