



आज़ादी का
अमृत महोत्सव



Central Railside Warehouse Company Limited

(A Govt. of India Enterprise)

**Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz
Khas, New Delhi-110016**

NIQ

FOR

OPERATING CANTEEN

AT

RAILSIDE WAREHOUSE COMPLEX

JOGESHWARI

28.04.2022

Central Railside Warehouse Company Limited

(A Govt. of India Enterprise)

Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016

NOTICE INVITING QUOTATIONS

The Central Railside Warehouse Company Ltd. (CRWC) invites online NIQs from professionally Competent and financially sound interested parties for appointment of Canteen Operator at its Railside Warehouse Complex (RWC) Jogeshwari, Mumbai as per the details given below. **The period of contract is for Two (02) years from the date of award of the contract** or such later date as may be decided by the CRWC. The contract can be extended for a period of 1 Year or till the new contract is finalized whichever is earlier at the same rates, terms and conditions at the discretion of CRWC.

The Canteen Operator shall execute the contract as per the directions and control of the Central Railside warehouse Company Ltd. (CRWC), New Delhi/ RWC, Jogeshwari, Mumbai.

Name of the RWC	Jogeshwari
Estimated value of contract (approx.)	Rs. 3,02,400/-
Earnest Money Deposit	Rs. 10,000/-
Area (approx.)	250 Sq. Ft.
Date & time of online submission of: a) NIQ Cost: Nil b) Processing Fee of Rs. 590/- c) EMD: Rs. 10,000/-	From 16:00 hrs. of 28.04.2022 Up to 23:59 hrs. of 19.04.2022
Last date & time of online submission of documents	20.05.2022 up to 15:00 hrs.
Date & Time of Opening of Bids	20.05.2022 at 15:30 hrs.

Note & other details: -

1. The above-mentioned NIQ has been floated on following Portal: -

i (i) EUNIWIZARDE

<http://crwc.euniwizarde.com>

2. NIQ form embodying terms & conditions of the contract and other details can be viewed from website www.crwc.in, www.cewacor.nic.in, <http://www.tenderdetail.com> and <http://www.eprocure.gov.in>. The NIQ can be downloaded from <https://crwc.euniwizarde.com> against payment of NIQ cost.

3. The Bidder who wish to participate in the NIQ may ensure that they fulfill the eligibility criteria as mentioned under **Section-IV** of the NIQ document.

4. Bidders who wish to participate in the e- NIQ will have to procure valid digital certificate as per Information Technology Act, 2000. Bidders can procure this certificate from any of the Govt, approved certifying agency i.e., Consultancy Services.

5. The digital signature certificate is normally issued within two working days. The interested Bidders are requested to apply for the same well in advance. In case validity of digital signature certificate has expired, the Bidders are advised to get it renewed immediately.

6. Bidders have to register with the website through the "New user registration" link provided on the home page of <https://crwc.euniwizarde.com/>. Bidder will create login ID and password on their own registration process.

7. Bidder shall submit their offer in electronic format only on the website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by CRWC will be out rightly rejected. Bidder will have to submit NIQ cost and Processing fee through e-payment mode only on or before the above mentioned scheduled date and time. The details of e-payment mode are available on <https://crwc.euniwizarde.com/>

8. Bidder must upload scanned copies of referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, then he/they himself/themselves would disqualify for future participation in the Tender of CRWC works for the next 05 (Five) years.

9. Bidder shall deposit **Rs. 590/-** towards processing fee of NIQ document and **Rs. 10,000/-** towards EMD through e-payment system.

10. NIQ to be submitted through e-Tender process only.

11. Bidders who wish to participate in e-Tender need to fill data in pre-defined forms of technical bid, price bid and **Excel format only**.

12. Bidders should upload scanned copies of documents in support of their eligibility of the bid through General Documents provided in the website.

13. In case the processing fee and EMD amount is not actually credited in the accounts as specified above and confirmed on or before the date and time as specified in NIT, the Tender shall not be considered further irrespective of the Bidders claim that the same has been transferred to the aforesaid account

but due to fault of the bank or otherwise it is not credited. Bidder will be allowed to submit bid only when the processing fee is successfully received and the information flows from Bank to e-procurement system. It is advised that the payment should be made at least 2 days prior to due date and time of submission of NIQ to avoid any complications in submitting online bid before the schedule last date and time of submission.

14. Any clarification regarding online participation, bidders can contact:-

M/s ITI Limited (Govt. of India undertaking) F-29, Ground Floor, Dooravaninagar, Bengaluru- 560016
Telephone No. (91)(80) 25660522

For local assistance you may call at the following helpline No.

(a) Mr. Anshuman Thakur, Mobile No.: 9355030616

(b) Mr. Navneet Mishra, Mobile No.: 9560364871

15. Any clarification regarding tender document/ site location, bidders can contact:

(a) Tmgr.jos@crwc.in (b) Vivek.yadav@crwc.in (c) Rajesh.singh@crwc.in

16. After filling data in pre-defined forms, Bidders need to click on final submission link to submit their encrypted bid.

17. Conditional NIQ and the NIQ not accompanied by the cost of Processing fee shall be summarily rejected.

18. Each bid must be accompanied by an EMD of **Rs. 10,000 /- (Rs. Ten Thousand Only)** paid through e-payment mode only. Bids not accompanied by Earnest Money shall summarily be rejected. Details of e-payment mode are available on <https://crwc.euniwizarde.com/>.

EMD shall be forfeited, if the Bidder after submitting his bid resiles from or modifies his offer and/or the terms and conditions thereof, in any manner before its acceptance. The EMD would be forfeited in the event of the Bidder's failure to furnish the requisite Security Deposit and sign the agreement by the due date without prejudice to any other rights and remedies of the CRWC under the contract and law.

The EMD in respect of those Bidders who are not found qualified shall be returned. The EMD will be returned to all unsuccessful Bidders immediately after the decision on award of contract to successful Bidder is taken. No interest shall be payable on the amount of EMD in any case. The successful Bidder, within the prescribed period will execute an agreement with the Authorities of CRWC. The Bidder will bring two witnesses from his side at the time of signing the agreement who will sign the agreement at the appropriate column before the authorized signatory of CRWC. In the event of failure of successful Bidder to execute the agreement and/or to deposit

19. CRWC reserves the right to reject any or all the bidders without assigning any reason and do not bind itself to accept the lowest or any bid.

Sr. Manager (Commercial)

General Conditions

Address of Canteen Location: Railside Warehousing Complex, Ram Mandir Road, Jogeshwari East, Mumbai, Maharashtra.

Period of License: The initial period of license will be for a period of Two (02) years which can be further extended for a period of One Year at the discretion of the Competent Authority.

Escalation Clause: - Applicable on Licence Fee @ 10% per annum.

PLACE OF OPERATION:

The Licensee shall be provided with the canteen accommodation (as in where is basis) having 250 sq. Ft. area comprising Canteen without required infrastructure of Metal Sets (Joint Tables-Chair Set), Hot-Kit Tray and Utensil Rack, Ceiling Fan, Chairs. Wooden Cash Counter.

The Canteen is meant primarily for the convenience of the users, employees, officers of the CRWC/Railways, customers/visitors, labourers etc to the complex.

TERMS AND CONDITIONS

1. WATER AND ELECTRICITY

- i. Water for use in the canteen will be supplied on free of cost by the CRWC if CRWC is in position to do so at the location otherwise canteen Licensee has to make his own arrangements for it at his cost.
- ii. Electricity consumption charges shall be payable on proportionate basis to the CRWC on actual for which a **Sub meter will have to be installed by Canteen Licensee.**
- iii. If any additional water and electricity connections are required by the Licensee, the same shall be provided at his cost.
- iv. Potable water, with filter / RO will have to be provided to all by canteen Licensee. The filter / RO will be installed in the canteen by the canteen Licensee at his cost.

2. VOLUME OF WORK

- i. The work involves serving of refreshments, snacks, meals and soft beverages etc. to the employees, officers of the CRWC/Railways, Users, Labours, Truck Drivers and Visitors etc.
- ii. However, no definite volume of work can be guaranteed during the currency of the License.

3. SECURITY DEPOSIT

The Canteen Licensee should deposit security amount of **Four Month of the Consideration** (monthly rental) in the name of the, "**Central Railside Warehouse Company Ltd**" in the form of Demand Draft (issued by any scheduled/ nationalized bank and payable at New Delhi)/RTGS/NEFT. This amount will be released on **interest free basis** only after completion

of the license period and handing over peaceful possession of the premises with all its electric and sanitary fittings intact on termination / completion of the license and on submission of a "No Demand Certificate" from him/them as well as from Terminal Manager.

Otherwise, the whole or such part of the security deposit as the Company may deem fit shall forfeited / adjusted. Decision of the Sr. Manager-Comm., in this regard shall be binding on the Licensee.

4. FOOD RATES

The Licensee is at his discretion to decide the Rates & Variety of Food Items to be served at Canteen, (Licensee will be solely responsible for compliance of Rules and Regulations of Local Legal Authorities).

5. DOCUMENTS TO BE SUBMITTED

The licensee should furnish the following documents, while starting the Canteen. (If any of the Below Documents not available, the same should be applied for and be submitted as a reference to CRWC) before taking over the facility at RWC- Jogeshwari.

- 1) Copy of Registration Certificate under Shops and Establishment Act.
- 2) Copy of PAN card.
- 3) Copy of GST registration Certificate.

Licensee to be solely responsible for meeting Compliances to be met as per local legal authorities and food & safety norms set by Government of India.

6. PREMISES

- i. The Licensee will not carry out any alteration or modification in the area provided for operating the canteen without written consent of the CRWC.
- ii. No damage to the building / fixtures and fitting will be caused by the Licensee. In the event of any damage being caused to the building / fixtures, compensation as assessed by the Executive Engineer of the CRWC shall have to be paid by the Licensee to the CRWC.
- iii. The Licensee shall use the premises solely for the purpose of operating the canteen for the employees of the CRWC and others as defined above and shall not assign or subject or part with possession of the premises or any part thereof.
- iv. The premises shall always be kept in clean and good hygienic and sanitary condition. Adequate dustbins shall be placed at proper places by the Licensee for putting the Wastages.
- v. The Licensee shall be responsible for compliance with all Municipal / Labour Laws / Rules / Food Adulteration Act and other requirements as prevalent in the State / Municipality.
- vi. The Licensee shall ensure to supply only good / branded quality of food items. He shall fully exempt the CRWC for any complications which may arise due to poor / unhygienic food items supplied by him.

7. LEAVE AND LICENSE FEE / GST

In addition to the License Fee quoted, the licensee shall pay GST thereon as per statutory provisions. The licensee is also liable for meeting any statutory taxes/levies applicable by the government authorities from time to time.

8. FURNITURE, UTENSILS AND CROCKERY

All the furniture and other equipment's shall be used in the canteen by the canteen Licensee at his own cost.

Refrigerator of standard capacity and hot case shall also have to be provided by the Licensee at his own cost.

9. FUEL TO BE USED IN KITCHEN

Only cooking gas which will be arranged by the canteen Licensee on his own cost will be used. Use of oil stove, coal, firewood etc. will not be permitted. Material like Kerosene, Petrol and inflammable articles will not be stored in the Canteen Premises. Breach of any of these conditions shall render in termination of License.

10. PROVISIONS

Provisions of good quality and branded items only will be used and the officers of the CRWC will have the right to examine the provisions used from time to time, with view to ensure standard quality and exercise quality control. CRWC will inspect any time to ensure those good service standards are maintained.

11. NORMAL HOURS OF SERVICE

7.00 AM to 10.00 PM (In accordance with Terminal Manager, RWC- Jogeshwari).

12. PERIOD OF THE LICENSE

The initial period of license will be for a period of Two (02) years which can be further extended for a period of One Year at the discretion of the Competent Authority.

13. INGRESS AND EGRESS OF CANTEEN PERSONNEL

The ingress and egress of canteen personnel will be as regulated and approved by the Terminal Manager, RWC- Jogeshwari. These employees will be neatly and uniformly dressed. They shall observe decorum and discipline.

14. LICENSE

The Licensee shall obtain such permits and licenses at his cost as may be required under any law in force for operating his canteen business during the currency of License period and he

shall be liable for any of his employees' action resulting in any damage / loss or injury of any type to the people and property at the site.

15. SET OFF

Any sum of money due and payable to the Licensee such as Security Deposit under this License shall be appropriated by the CRWC and set off against any claim of the CRWC for payment of any such or money arising out of or under this License.

16. TERMINATION OF LICENSE

- i. The Sr. Manager- Comm. may terminate the License at any time in the event of breach of any of the terms and conditions of the Licensee or in the event of prosecution of the Licensee or any of his employees or workers under the Food Adulteration Act or any other Law either by giving one month's Notice in writing or instantly, if called for.
- ii. The Sr. Manager-Comm. may at his sole discretion, cancel the License without assigning any reason by giving one month's notice. The action of the Sr. Manager – Comm. at (i) & (ii) shall be binding on the Licensee and shall not be questioned in any manner.
- iii. If Licensee decides to terminate the License before the end of his tenure of 02 years, he can do so by giving 2 months written notice to CRWC and his Security Deposit will be refunded after deducting damages or dues, if any, as certified by the Terminal Manager.

17. EXTENSION OF CONTRACT

The License may be extended for a period of One Year beyond the validity period subject to satisfactory performance.

18. LIABILITY OF LICENSEE

Persons Engaged - All personnel engaged by the Licensee shall be engaged by him as his own employees/ workmen in all respect implied or expressed. If the Terminal Manager, RWC-Jogeshwari is not satisfied with work of any person engaged by the Licensee or whose antecedents are doubtful/unsatisfactory, the Licensee shall not employ such person for any work relating to this License.

Licensee to be solely responsible for meeting Compliances to be met as per local legal authorities and food safety norms set by Government of India.

19. ARBITRATION

All disputes and differences arising out or in any way touching upon or concerning the agreement of CRWC and Licensee, whatsoever, shall be referred to the sole Arbitration of any person appointed by the Managing Director of the Central Railside Warehouse Company Limited or such officer of the CRWC to whom the power to appoint an Arbitrator may have been delegated by a General or Special order of the Managing Director of the CRWC. It is agreed that any officer of the CRWC shall be appointed as the Sole Arbitrator, the fact that such officer may have dealt with the disputes in question in the discharge of his duties at any stage and expressed an opinion thereof shall not act as a bar to his appointment as the Sole Arbitrator. The award of such Arbitrator shall be final and binding on the parties to this.

It is a term of this agreement that in the event of such Arbitrator to whom the matter is referred being transferred or vacating his office by resignation or otherwise or becoming unable to act for any reason, the Managing Director of the CRWC or by such officer of the Company aforesaid, shall act as Arbitrator. Subject as aforesaid, the Arbitration and conciliation Act -1996 and the rules made there under as amended from time to time shall apply to the Arbitration proceedings under this clause.

All disputes arising out of this License / quotation will be subject to the jurisdiction of Delhi High Court.

Terminal Manager

ANNEXURE-I**SCHEDULE OF RATES**

I / We hereby quote a rate of Rs.....(In Figures)
(Rupees.....only (in words) per
month towards license fee for operation of canteen in RWC, Jogeshwari as per terms & conditions.

Signature of the Bidder

Note:

- The minimum Monthly base rate to be quoted is **Rs. 12,000/-** (Rupees Twelve Thousand Only) .
Bids below the base rate will be summarily rejected.
- The License Fee is exclusive of GST which will have to be paid additionally by the Licensee as per rules.

STAMP PAPER OF Rs. 100/-

AGREEMENT

The Central Railside Warehouse Company Ltd., having agreed to grant the contract of Canteen at CRWC, RWC, Jogeshwari, Mumbai (Maharashtra) in response to the submission of online NIQ by me/us on to the Sr. Manager (Commercial), Central Railside Warehouse Company Limited, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016.

I/We..... am/are executing this agreement on and hereby confirm that I/We have thoroughly examined and understood the terms and conditions of the invitation of NIQ bearing **CRWCCO-CD/259/2021-COMM/204; Dt.:28.04.2022** by Sr. Manager (Commercial), Central Railside Warehouse Company Limited, Warehousing Bhawan, 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016 for appointment of Canteen Operator. I/We am/are willingly undertaking the said work consequent on the approval of the NIQ given to me/us by the Central Railside Warehouse Company Ltd., New Delhi at the rates mentioned in the schedule as annexed where to which forms part of this agreement, and as per terms and conditions of the NIQ.

I/We assure the said CRWC that I/We will undertake the said work to the best of my/our ability at all stages during tenure of the contract.

The agreement will remain in force for a period of Two (02) Years with effect from..... The contract can be further extended for a period of 01 Year or till the new contract is finalized whichever is earlier at the same rates, terms and conditions at the discretion of CRWC.

(CANTEEN OPERATOR)

For and on behalf of

(Capacity in which signing)
Ltd.,

Central Railside Warehouse Company

Witness:

Witness:

1. _____
Name:_____

1. _____
Name:_____

Address:

Designation:

2. _____
Name:_____

2. _____
Name:_____

Address:

Designation: