

**TENDER DOCUMENT FOR PROVIDING CAFETERIA SERVICES AT DEEPAK FERTILISERS AND  
PETROCHEMICALS CORPORATION LIMITED**

Plot No. K-1, MIDC, Taloja, Dist. Raigad

Tender Ref: DFPCL/CAFATERIA/03/2021-2022

Date:01.02.2022

The bids are invited in two sealed envelopes (Technical offer and EMD in one sealed envelope & commercial offer in another sealed envelope) specified against each as detailed here under. Each sealed envelope & outer sealed big cover shall be super scribed with Tender Reference Number, Name of Work & content in it and addressed to Mr. Nilesh Lute, Deepak Fertilisers And Petrochemicals Corporation Ltd. at Plot K-1 MIDC Industrial Area, Taloja, 410 208, Dist.: RAIGAD

**Sealed Envelope:** General Terms and Conditions, Commercial Terms and Conditions Special Conditions and Scope of work.

Exceptions and deviations, which tendered may desire to stipulate. (Tenderers are advised to submit the Tender strictly on the conditions of the contract and specifications contained in the Tender documents and not to stipulate any deviations. However, if deviations become unavoidable, then it may be stipulated. The Company/ DFPCL reserve the right to reject such deviations or evaluate the Tenderers containing deviations having financial implication, by adding the cost for such deviations as may be determined by the Company/ DFPCL)

**Submission & opening of the Bid:** The Bidders shall submit the duly filled in all the bid documents signing on each page & every component by the authorized signatory & send the documents through hand delivery **latest by 14.02.2022 by 04.30 PM.**

The Bid documents shall be opened on 16.02.2022

All the above documents should be handed over to Mr. NILESH LUTE, CONTACT NO: 022-50684117 and Mr. Sunil Bane 022-50684076) representative of DFPCL.

Technically acceptable Tenderers/ Contractors against this tender shall be enlisted in our pre-qualified list of Contractors.

The duly filled Technical Tenders along with credentials will be received by Purchase Dept. on the above address. The Technical Tenders, super scribing "Tender for Cafeteria Services" should reach our Taloja office on or before 14.02.2022 by 1630 hrs.

The Tender which do not fulfill all or any of the condition laid down in this document are liable to be ignored at the sole discretion of Deepak Fertilisers and Petrochemicals Corporation Limited (DFPCL or company). DFPCL also reserve the right to reject any/all the offers without assigning any reason thereof.

In case of any technical queries you may contact our Job Controller Shri Santaram Chalwad / Ganesh Suryarao Telephone No. 022-50684043 / 022 50684053. For commercial queries, you may contact Mr. Nilesh Lute / Sunil Bane Tel No. 5068 4117 / 5068 4076.

Thanking You,

Yours faithfully,

For Deepak Fertilisers And Petrochemicals Corporation Ltd.

S. Behera  
GM Commercial

## **INSTRUCTIONS TO TENDERERS**

1. Earnest Money Deposit of Rs. 1,00,000/- in the form of bank demand draft will have to be submitted in favour of Deepak Fertilisers and Petrochemicals Corporation Limited along with Tender documents. Tenders received without EMD will be disqualified. If for any reason the bidder withdraws his bid at any time prior to expiry of the validity period or refuses to execute the work after issue of the letter of intent / work order, the EMD is liable to be forfeited. Earnest Money Deposit will not carry interest.
2. All pages of the Tender form and questionnaire must be signed and sealed by the Tenderers and return to us.
3. Tenderers have to submit details along with documentary evidences for the registrations as mentioned below.
  - a) Registration under Shops and Establishment Act.
  - b) Registration as Proprietary/Partnership firm/Private Ltd or Public Ltd.
  - c) Registration with PF organization for allotment of PF code number.
  - d) Registration with GST and the GST number.
  - e) Allotment letter under ESIC Act.
  - f) Registration for Professional Tax.
  - g) Registration under Maharashtra Labour Welfare Act.
  - h) Registration with Income Tax Dept for allotment of permanent income tax code number.
  - i) Registration for Catering Services with Municipal Corporation.
  - j) Proof of quantity and quality of manpower on the Muster Roll on firm as on date.
  - k) Annual turnover of firm for last three years.
  - l) Copy of ISO Certificate if any.
  - m) FDA Approval under Food Safety and Standards Act, 2006.
4. Tenderers are advised to submit their bids strictly as per the terms and conditions and without any deviations.
5. DFPCL reserves the right to accept or reject any or all tenders at its sole discretion without assigning any reason.
6. Late tenders will not be accepted / received.
7. Canvassing in connection with the tender in any form is strictly prohibited. Tenders submitted by party who resort to canvassing will be liable for rejection.
8. In case of any unscheduled holiday falling on prescribed closing or opening day of the tender, the next working day will be treated as scheduled for opening or closing day of tender as the case may be.
9. The bidders are advised to read carefully all the terms and conditions of tender document which will form part of contract.

10. If the tenderer gives wrong information deliberately to comply with conditions for acceptance of tender, DFPCL reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one tenderer for the same work.
11. The successful tenderer shall be required to execute the formal agreement with DFPCL within thirty days of the issue of offer of the contract.

### **PRE-QUALIFICATION CRITERIA FOR CAFETERIA CONTRACTOR**

1. Well equipped Kitchen facility should be nearby to our Plant site of DFPCL, i.e., Minimum 15kms from Plot K-1, MIDC, Taloja.
2. Ability to provide food facility around 1000 employees for minimum three times a day.
3. 2 to 5 years' experience in similar facility/Field.
4. Able to deploy sufficient and competent manpower as per requirement (Min30)
5. Food and Drug Administration and Food Safety License. (FDA)
6. List of Clients of the contractor
7. Compliances of statutory requirement like registration under ESIC, PF and other related Statutory Acts, Rules and Regulations prevailing for the purpose of implementation of the contract.
8. Annual Turnover of Rs. 75 Lacs including group companies.

### **DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LIMITED PLOT NO. K-1, MIDC, TALOJA, DIST. RAIGAD (MAHARASHTRA)**

### **TERMS AND CONDITIONS**

Deepak Fertilisers And Petrochemicals Corporation Ltd (hereinafter referred to as "DFPCL") desires to appoint contractor to provide Cafeteria Services (hereinafter referred to as "Contractor").

1. Contractor will have to prepare food / snacks outside the company premises and serve it in the Cafeteria as well as at the service points brought out in Annexure- "B1. The Contractor should be able to provide Kitchen facility nearby to our plant site of DFPCL i.e. Minimum 15kms from K-1, MIDC, Taloja.
2. Contractor is allowed to prepare Omlet, Egg Burjee and Sandwich etc. in the Company Cafeteria at the place provided for purpose in Cafeteria and serve the same in Cafeteria as well as at the service points in all the shifts as per the time schedule round the clock on all days of the week of good and quantity/quality.
3. DFPCL will provide electricity, water, furniture, fittings, utensils, cutlery and crockery within Cafeteria as well as for the service points and the contractor will be accountable for all items issued to him from time to time for rendering the services by him in company premises.

4. The utensils, cutlery, kitchenware's etc for cooking and bringing the food/snacks from his cook house to cafeteria will be the responsibility of the contractor.
5. Contractor will accept SODEXO Coupons from the employees issued by the company in lieu of money for the food/snacks provided to them.
6. Cost/price of items brought out in the Scope of work will remain fixed for the entire period of the Contract and their will not be subject to any escalation in cost/price.
7. Contractor will make provision of wholesome, hygienic and palatable food confirming to Food safety standards in accordance with the menu approved in advance by the Cafeteria Committee.
8. Contractor will be responsible for good standard of housekeeping of complete Cafeteria premises and maintain best hygenic conditions in the Cafeteria as well as in the cook house of the contractor outside Company premises while preparation and serving.
9. Contractor has to ensure that Supervisors and waiters and other staff provided for rendering the services are skilled and bear the good moral character/antecedents and ensure customer's satisfaction to the fullest.
10. The supervisors deployed by the contractor to supervise the canteen services will be answerable to the Cafeteria committee and accountable for all the records pertaining to the Cafeteria services.
11. The contractor will provide uniform/identity cards/ and comply with all other required statutory provisions applicable to its employees and ensure 100% compliance of all existing statutory requirements such as PF Bonus, ESIC etc. The contractor will also be responsible for maintaining all records as required by the company.
12. Contractors will be responsible for the removal and disposal garbage/waste related to Cafeteria/ service points on regular basis.
13. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in DFPCl premises, including Cafeteria. Any Breach of such restrictions by the Cafeteria Contractor will attract deterrent action against Contractor as per statutory norms.
14. The Contractor shall not use the cafeteria premises for any other activity except for which it has been provided for.
15. The DFPCl reserves right to appoint officers/officials to inspect the quality of raw materials food and other items prepared and sold in canteen and hygienic condition at cook house. Any defect pointed out by such officers/officials during their visit shall be properly attended to by Contractor.

- 16.** The workman and other persons to be engaged by the contractor for providing Cafeteria Services will be the employees of contractor. This shall not create nor shall it be deemed to create any employee – employer relationship between DFPCL and such workman and the persons engaged by the contractor. Such employee shall not claim any right for employment with DFPCL. It is contractor's responsibility to make known the above fact to all his employee.
- 17.** The contractor shall make payment of wages to its employees latest by 7<sup>th</sup> of each month.
- 18.** The contractor shall raise bills on fifth day of each month for the services rendered in the previous month.
- 19.** This contract shall be valid for two years.
- 20.** At any time prior to the deadline for submission of bids, DFPCL or its nominee or its consultants may for any reason, whether at its own initiative or otherwise or in response to any clarification requested by a prospective Tenderer, modify the NIT by amendment. The amendment will be notified in writing to all prospective Tenderers who have received the NIT and the amendment will be binding on them. In order to afford prospective Tenderers reasonable time to take the amendment into account in preparing their tenders, extension of time as may be reasonable, will be given for submission of tenders.
- 21.** No Contractor is allowed to bid below the current minimum wages applicable. Any change (Increase / Decrease) in minimum wages during the contract period will be payable extra by DFPCL/ recovered from the contractor.
- 22.** Bids shall be valid for at least 90 days after the date of price bid opening prescribed by the DFPCL. A bid valid for a shorter period may be rejected at the discretion of DFPCL. In exceptional circumstances, DFPCL may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing. The bids shall be suitably extended where it is necessary at the request of DFPCL. Where bidder is unwillingly to extend the validity period, his bid shall be deemed to be invalid and the EMD would be returned to the bidder. No bidder shall be permitted to modify its bid, after commercial bids have been opened unless asked by DFPCL due to change in specifications / scope or otherwise. The final concluding bid shall be valid for 6 months from date of auction and if any new requirement received shall be catered at same auction price.
- 23.** The Contractor shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of DFPCL. Any breach of this condition shall entitle DFPCL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Tenderer liable for payment to DFPCL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the

Tenderer shall not establish any contractual relationship between the sub-contractor and DFPCL and shall not release the Tenderer of any responsibility under the Contract.

- 24. Indemnity:** Without prejudice to any other provisions in these conditions, the Tenderer shall be bound to keep DFPCL, its employees, directors, any representative fully indemnified against any action, claim, cost, fine or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law.

If the Contractor contravenes provisions or infringes or violates of any applicable rules and regulations and directions during the execution or completion of the work under the Contract and if, as a result of any such action, claim or proceedings, the Contractor or such representative of the Tenderer, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability of the Tenderer if DFPCL has to take-over such liability, DFPCL shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by DFPCL to the Tenderer under this Contract or any other Contract and without prejudice to any other legal remedy available to DFPCL.

- 25. Confidentiality:** Both the parties during the continuance of this Agreement and 5 (five) years after termination of this Agreement, Tenderer and/or his employees/ personnel shall keep all information, such as specifications, technical information, business data and other confidential information under this Agreement strictly confidential and shall not disclose it to any third party or use it for other purpose than to perform its obligations under this Agreement. Tenderer/ Vendor and/or personnel may disclose the information to an employee of Vendor, or a government agency or other regulating authority.

But only insofar as this is necessary either to carry out its duties under this Agreement or comply with any existing law, and under intimation to "DFPCL". The Contractor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

- 26. Relations:** Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

- 27. Amendment:** The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

- 28. Declaration by Tenderer:** Should a Contractors have a relation or in the case of a firm, one or more of its partners a relation or relations employed in DFPCL or in case of company any of its official or relations employed in DFPCL, the authority inviting tenders shall be informed in writing of the fact at the time of submission of the tender. If so, the name, designation, department and Employee Number of such employees be indicated failing which DFPCL may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of DFPCL is/ are employed, with the Tenderers/ Contractors, name, designation, department and employee number of such

employee(s) be indicated and if any ex-employee(s) of DFPCL is/ are employed after acceptance of tender, the said particulars shall also be intimated immediately in writing to DFPCL from time to time. If the Contractor fails to inform the same, DFPCL shall at sole discretion may reject the tender or rescind the contract.

## **29. SECURITY DEPOSIT**

Contractor will have to provide security deposit of 10% of annual contractor value in form of Demand Draft drawn on the name of Deepak Fertilisers And Petrochemical Corporation Ltd or Bank Guarantee from any of the nationalized bank.

## **30. PAYMENT**

1. The payment in respect of official hospitality bills of DFPCL submitted in duplicate by Contractor shall be released on receipt basis subject to fulfillment of obligations by Contractor imposed under various laws, rules and regulations etc. applicable from time to time and after scrutiny of authorization for supply at prices offered by contractor. Any supply of food items.
2. In the event there is any query, objection, delay or dispute with regard to any bill or a part thereof, the Contractor shall not be entitled to any interest to be paid by the company for late payment.
3. All payments and receipts would be rounded off i.e. paise 50 or above will be rounded off to nearest higher rupee and paise less than 50 shall be ignored.
4. Bills should be submitted by the contractor by 05<sup>th</sup> of every month and will paid by DFPCL Within 30 days from the date of receipt of bills.

### **31. DEPLOYMENT OF MEDICALLY FIT MANPOWER:**

For the due execution of this Contract, the Contractor shall deploy workers/supervisors who are at all times physically and mentally fit and are not disabled/handicapped and do not suffer from any chronic or contagious disease. It shall be the responsibility of the contractor to ensure that its Workers/Supervisors employed are medically fit. The Contractor shall give a written declaration as regards the fitness of the Workers/Supervisors employed at the time of applying for the Gate Pass. If any employee employed by the Contractor becomes or is declared medically unfit after the issuance of the Gate Pass, the DFPCL shall revoke the Gate Pass. Failure to comply with this stipulation shall entail penalty as may be decided by the management apart from refusing entry to such Workers/Supervisors of the contractor. The decision of the DFPCL's Medical Officer in this regard shall be final.

### **32. MEDICAL EXAMINATION:**

- a) Pre-employment checkup should be submitted in Form No. 7 – Certificate of fitness (under rule 18) Following test are requested to be carried out during pre-employment checkup
- b) General Physical Examination (which includes skin examination in detail)
- c) Height /weight / vision (near / far /above)
- d) Urine Routine
- e) CBC with ESR
- f) X ray chest (PA view)
- g) Stool Routine
- h) Periodical medical checkup should be submitted in Form No. 7 under rule 18(7)

This is to be done once in six months and all the above-mentioned test are to be carried out every six months except X-ray chest (PA) which is to be done once in a year.

All entries pertaining to the periodical examination must be made and maintained in form 7 (Bounded register) prescribed under Rule 18(7)

Form No. 7 must be maintained in bounded register & should be submitted to the OCCUPATIONAL HEALTH CENTER for records every six months.

### **33. PENALTY**

1. The DFPCL reserves the right to impose a penalty (to be decided by DFPCL authorities) on contractor for any lapse in maintaining the quality and the services will fully or otherwise by contractor or its staff or for any adulteration.
2. If the company is not satisfied with the quality of eatables served, services provided or behavior of the contractor or its employees, the contractor will be served with 24-hour notice to improve or rectify the defect(s), failing which DFPCL will be liberty to take

appropriate necessary steps as deemed fit.

### **34. TERMINATION OF CONTRACT**

1. The contract can be terminated by either party i.e. DFPCL or the contractor, by giving three-month notice to the other party extendable by mutual agreement till alternate arrangements are made. However, DFPCL reserves the right to terminate the contract without giving any notice in case the contractor commits breach of any of the terms of the contract. DFPCL decision in such a situation shall be final and shall be accepted by the contractor without any objection or resistance.
2. On termination of the contract, the contractor will hand over all the equipment's/furniture/article etc. supplied by DFPCL in good working condition back to DFPCL except normal wear and tear.
3. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge of canteen services, DFPCL reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.
4. In case it is found that any information furnished by the Tenderer/Vendor/Supplier is false or incorrect, the company at its sole discretion may terminate the contract/order without giving any notice. The Company shall reserve its right to seek appropriate damages from the Tenderer/Vendor/Supplier.
5. Any loss incurred by the Company in this respect will be on Suppliers/ vendor's account.

### **35. ARBITRATION :**

All disputes or differences whatsoever arising, between the parties out of this order or the breach thereof shall be referred to Sole Arbitration to be nominated by DFPCL in accordance with Arbitration and Conciliation Act, 1996. The award passed in pursuance thereof shall be binding on the parties. Arbitration sitting shall be in a place as chosen by arbitrator and the proceedings shall be conducted in English.

### **36. JURISDICTION**

Dispute, if any, arising out of the contract, shall be settled by mutual discussion, alternatively by legal recourse under jurisdiction of courts at Thane only.

### **37. Force Majeure**

The term force Majeure as employed herein shall mean acts of God, Pandemic, Lock-down, War, Revolt, Terrorist Act, Accident, Fire, Flood and Acts and Regulations, Direction of any Government or authorities of the two parties. Upon occurrence of such cause the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of its claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event. If the force majeure event continues for more than 30 days both the parties shall mutually decide on continuation of the contract.

### **38. ASSIGNMENT OR SUB-LETTING OF CONTRACT**

The Contractor shall not assign or sub-let the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of DFPCL. Any breach of this condition shall entitle DFPCL to take such steps as may be necessary and also terminate Contract. Such termination shall also render the Contractor liable for payment to DFPCL in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting or work by the Contractor shall not establish any contractual relationship between the sub-contractor and DFPCL and shall not release the Contractor of any responsibility under the Contract.

### **39. CONTRACTOR TO BE LIABLE FOR ALL THE TAXES:**

The Contractor shall be liable to pay all the taxes payable as per the prevailing laws made applicable or might come in force from time to time by the concerned authority. DFPCL shall not be responsible for the same.

### **40. CONTRACTOR TO COMPLY WITH ALL LAWS ETC**

The vendor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules, Regulations, Bye-laws and Orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The Tenderer/ Vendor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc. as may be required by law and obtain all requisite Licenses and pay all fees, Duties, Taxes, charges etc. in connection therewith as may be livable on account of his operations involved under this Contract.

The Tenderer/ Vendor shall make good at his own cost any damage to the property of the Company or any other body, persons, local authorities etc. due to or arising from operations involved under this Contract and the Company shall have the right to recover the cost of damage from dues payable from the Bank Guarantee or Security Deposit of the Tenderer/ Vendor.

If Company's job-controller observes non-compliance by the Contractor in complying with provisions of statutes and specific Acts relevant to the Contract, Company shall retain double the value of the non-compliance amount taking into consideration interest, penalty and dues. In case the Company is forced to pay the dues, along with interest and penalty, due to failure of the Contractor, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or

from any sum due by the Company to the Contractor whether under this Contract or otherwise.

**41. RELATIONSHIP -**

Each party understands that they are independent entities and this Agreement does not make it, its/ his employees, associates or agents, the legal representatives of the other party for any purpose whatsoever. Either party has express or implied right or authority to assume or to undertake any obligation in respect of and on behalf of or in the name of the other party or to bind the other party in any manner in respect of any transaction, except the present agreement.

**42. WAIVER**

The failure of either party to enforce at any time any of the provisions of this agreement shall not be considered to be a waiver of the right of such a party thereafter to enforce each and every provision.

**43. ENTIRE AGREEMENT**

This Agreement supersedes all oral and written representations and agreements between the parties, including, but not limited to any earlier agreement relating to the subject matter thereof and/or any other agreement between the parties in relation to the subject matter thereof.

**44. AMENDMENT**

The parties to this Agreement may add, delete, amend or alter all or any of the terms & conditions of this Agreement as mutually agreed from time to time and such modifications and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the parties.

**45.** The Tenderer/ Contractor shall not be entitled to any claim including any cost, charges, TA/DA expenses or incidentals for the preparation and submission of this tender even if the Management may decide to withdraw the "NITT".

**46. Dispute not to hold up works:**

The successful Tenderer(s) shall not stop the work in case of any dispute(s) unless further progress of work has been rendered impossible due to non-fulfillment of any reciprocal promise. Unilateral stoppage of work by the Tenderer shall be considered as a breach of contract and DFPCL reserves the right to take such action as it may deem fit keeping its interest as paramount.

## **PURPOSE**

For the work of running of Industrial Cafeteria at DFPCK/STL, K-1 at fixed timings during three different shifts & general shift for the employees of DFPCL /STL, K-1, Taloja.

## **SCOPE**

A. Preparation of the Food / Snacks from outside and serve fresh hot snacks / food in our cafeteria / different Delivery points (29 Nos.) for which 16 nos. person required in all shifts as per the timing indicated in by Admin. Department.

The services shall include provision of all supplies, labour, supervision, cook and other incidentals necessary for the complete and satisfactory performance of catering services to the DFPCL /STL, K-1 Plant.

Cafeteria contractor will ensure that a service provided by him is carried out by their employees having appropriate skills. Moreover, he will also ensure that a properly trained supervisor deployed for supervising the work of their employees. The supervisor will be accountable to our Cafeteria committee for day-to-day activities although the ultimate accountability rests with cafeteria contractor as the principal service provider.

Cafeteria contractor will ensure removal of garbage from the cafeteria daily and dispose it off out of DFPCL /STL premises.

Prepare Tea / Coffee, Sandwich, Fried Rice, Masala Rice, Omlet, Burjee in our Cafeteria in the place designated by the company. Serve Tea / Coffee in our cafeteria and Delivery points in all shifts as per the timing on all days as per the quantity and quality informed to you by the cafeteria committee.

The contractor will have to run the cafeteria at fixed timings during three different Shifts and will be required to cater to employees both at employees' Delivery points in factory and at canteen premises on time and as per schedule. Services at work spot required to be provided in time and any delay therein will make the contractor liable for penalty @ Rs. 1000 for each such lapses.

The contractor will have to serve Snacks about 250 persons and 250 Lunch & Dinner approximately per day. Daily two Tea/Coffee per employee i. e. Approx. 950 employee x Two cups daily.

The Average Consumption per day given above is only approximate estimated quantity and the actual quantity may vary on a daily basis. Thus, DFPCL /STL does not guarantee any quantity which would be actually consumed.

The contractor will have to also serve Special Lunch / Dinner, Tea & Snacks / Sweet for official purposes to employees overstaying beyond working hours (extra stay) and also for Visitors / VIPs etc. as and when required by DFPCL /STL Management on mutually agreed

rate basis on short period of notice. The service will be required on special occasions like Training Programs, Meeting, and Functions at Factory premises.

### **GENERAL CONDITIONS OF CONTRACT**

- A. Mobilization: Within 7 days from the date of receipt of PO/ email confirmation.
- B. The Contractor should have executed similar nature of work during the last 3 years.
- C. The rates quoted by the Contractor shall remain firm till the completion of contract period and during extended period if any. No escalation on any other ground shall be allowed. The rights to distribute share of business to contractors will remain with DFPCL.
- D. The Company (DFPCL /STL) will permit the contractor to use Canteen / Cafeteria Building having inbuilt Chulhas, furniture, Deep Freezer, Water-Cooler, Serving utensils, Crockery, Cutlery, Trolleys, Deep Hot Case, Fly Catcher, Tea Containers etc. on returnable basis in good and proper condition. A list of all such articles shall be prepared in duplicate and will be duly signed by the party or authorized representative of the party at the time of handing over / taking over. Inventory given at the time of handing over / taking over will be verified by the Management. It shall be the responsibility of the Canteen Contractor to maintain the above articles in good condition and also maintain hygiene of canteen premises.
- E. DFPLC will provide water and electricity to the Contractor. However, consumption of electricity has to be restricted to the electrical appliances and electrical fittings provided by DFPCL /STL. Contractor shall not use electricity for cooking or for any other purposes.
- F. Contractor has to engage required number of labourers, who shall be his workers for all purposes.
- G. The contractor should ensure that all workmen are free from diseases and maintain required neatness and cleanliness and behave properly with employees of DFPCL /STL while working in the canteen during factory working hours. The contractor shall exercise proper control over them and prevent them from acting in any way which would be detrimental or prejudicial to the industrial peace and its day to day smooth functioning.
- H. The Contractor shall pay fair / minimum wages, for unskilled labourers and for semi-skilled labourers as applicable under Govt. Minimum Wages to the labourers engaged by him to run the Canteen Contract. The Company shall not be responsible for payment to the staff employed by the contractor.

- I. Contractor has to meet and ensure all statutory liabilities such as PF, ESI, Retrenchment benefit, Leave Encashment etc. towards his workers. In addition to above, the contractor has to pay the amount, if any, required to be paid to these labourers as and when ordered by Labour Authorities / Court pertaining to the tenure of this contract.
- J. The Contractor shall comply with the provisions of the Factories Act, Contract Labour (Regulation & Abolition) Act, Employees' Compensation Act, Employees Provident Fund & Misc. Provisions Act, Payment of Wages Act and any other law applicable for the employment of contract workmen as amended from time to time. The Contractor shall fully indemnify the Company for any default or nonobservance by the Contractor or any of their representatives of any of the provisions of the above-mentioned enactments and the rules framed there under.
- K. The DFPCL /STL Management will reserve full rights for termination of this contract for unsatisfactory services, breach of contract conditions etc. without assigning any reasons and without any notice to the Contractor and without payment of any compensation thereof. However, in other cases either party shall have to give three months' notice for termination of the contract.
- L. The Contractor shall fulfill all legal and statutory obligations towards his staff / employees and also ensure payment of Sales Tax and Service Tax and in no case DFPCL /STL shall have any liability towards the same.
- M. The Contractor shall sell the items directly to DFPCL /STL employees as per the contract on the agreed prices through his own arrangement. The Company in whatsoever manner will not be responsible for the collection of price of the items from the employees.
- N. The Contractor shall ensure good quality of the foodstuff supplied by him. In case the supply is of inferior quality, DFPCL shall have the right to impose penalty (As per Annexure "B") for each day of such incident. The Contractor shall also immediately replace the inferior quality of food items (such snacks and meals etc.) at his own cost. The Contractor is required to maintain stock of variety of branded biscuits, Namkens, Cold-drinks, Water bottles. All the items should be available in the Cafeteria all the time failing which a penalty will be imposed (As per Annexure "B").

#### ARRANGEMENT TO BE DONE

1. Items to be provided / sold in the Departments / Offices simultaneously at Twenty-nine (29) different places in the Factory 1st & General shifts, 2nd shift & Night Shift by Trolleys, as per shift basis as per timings communicated by the Management during the period of contract for which adequate manpower must be deployed by him.

2. The following is the service schedule

#### 2.1 SERVICE AT WORK SPOT / DEPARTMENTS:

The contractor is required to serve Tea, Snacks, Lunch/Dinner at various work spot at different timings specified by the company from time to time, which is as follows & on need basis as advised by Management.

Shift	Particulars	Timing	Remarks
General	Breakfast	08.45 – 09.15 Hrs.	Canteen will be closed at 9.20 Hrs.
General	Lunch	12.30 – 13.30 Hrs.	Canteen will be closed at 13.45 Hrs.
First	Snacks	06.45 – 07.15 Hrs.	Canteen will be closed at 07.20 Hrs.
First	Lunch	11.45 – 12.15 Hrs.	Canteen will be closed at 12.25 Hrs.
Second	Snacks	17.15 – 17.30 Hrs.	Canteen will be closed at 17.45 Hrs.
Second	Dinner	20.30 – 21.00 Hrs.	Canteen will be closed at 21.15 Hrs.
Third	Night Snacks	01.30 – 02.00 Hrs.	Canteen will be closed at 02.15 Hrs.
Third	Breakfast	06.45 – 07.15 Hrs.	Canteen will be closed at 07.20 Hrs.

- 2.2 The DFPCL /STL Management reserves the right to change / amend the timings, work spot / department / shops as per the requirement. To ensure the timely supply of Lunch / Dinner, Tea / Snacks etc. at work spot and also in Canteens, the Contractor will engage sufficient number of manpower. In case of any delay in supply of tea / snacks at work spot the contractor will be liable for penalty of Rs. 500/- (Maximum) for every such default.
- 2.3 The SODEXO vouchers are issued to DFPCL /STL employees in lieu of Canteen Allowance. The Contractor shall accept the pre-paid meal vouchers in the Canteen from DFPCL /STL employees for Tea, snacks and Lunch/ Dinner etc.
- 2.4 The standard weight / qty. of each item required to be provided by the prospective contractor's is should not below indicated in ANNEXURE 'A'.
- 2.5 The Contractor can also sell additional items with the approval of the Canteen Managing Committee / Management and rates of the same will be required to be displayed properly by the Contractor.
- 2.6 DFPCL /STL shall not take any responsibility / guarantee for volume of business.
- 2.7 Standard / Packaged / Packed items such as Bakery items, fast food, Cold drinks, Bread, Butter, Sweets, etc. may be provided on request to the Department. The price of such items shall not exceed MRP.
- 2.8 The Contractor shall make special arrangement for Lunch / Dinner / Refreshment within the DFPCL /STL premises as and when required by the Management at the mutually agreed rates.
- 2.9 The contractor shall ensure that high quality ingredients are always procured for preparation of eatables. The company's authorized official has the right to check the

quality and reject and send out any ingredient that may be found to be sub-standard.

**MAKE OF MAJOR INGREDIENT TO BE USED BY THE CANTEEN CONTRACTOR FOR PREPARATION OF FOOD STUFF IN CANTEEN(S)**

Sr. No.	Ingredients	Quality/Brand Names
1	Refined Sunflower oil	Fortune, Sun drop, Godrej, Postman, Gemini, Sun Rich, Sunday, Sunflower and similar brand.
2	Rice	Parimal, Wada Collam, Pulav Rice, Delhi Rice, Basmati, etc.
3	Dal	Good quality Urad / Chana / Moog / Masoor / Rajma
4	Atta	Ashirwad / Shakti Bhog / RJ Golds / Atta of Lokwan / Bansi / MP Sure Etc.
5	Bread	Modern / Britannia / WIBS or branded
6	Papad	Lijjat / Ganesh, etc.
7	Salt	Iodized salt such as TATA / Captain Cook
8	Pickle	ISI Mark brands.
9	Milk	Amul, Gokul, Warana, Chitale.
10	Sealed Water	Bislery / Kinley / Aquafina.
11	Butter	Amul /Mother Dairy.
12	Spices	ISI Mark brands.
13	Biscuits	Britannia, Parle, Sunfeast, Marie or any std. branded

**PREPARATION OF MENU AND INSPECTION**

The menu shall be decided by the company from time to time.

The services of the contractor will be monitored by Admin. Dept. of the company and all day-to-day activities and immediate instructions will be conveyed to the contractor / authorized supervisor through him / them.

The company's authorized official will have full right of inspection of eatables, beverages, food prepared by the contractor to ensure quality. Such items which are rejected by the duly authorized official of the company during the inspection should not be used for services in the company canteen.

**FACILITIES PROVIDED TO CONTRACTOR**

The Canteen contractor is provided with the following infrastructure for running the Canteen(s) in the premises of DFPCL /STL, K-1, Taloja.

- a) Canteen Buildings

- b) Furniture
- c) Utensils & Cutlery.

### **HEALTH & HYGIENE**

All workmen of the contractor employed for handling the food items should be subjected to periodical medical examination as and when the company deems it necessary and as required under the Factories Rules. The charges for such medical examination of the contractor's workmen shall be borne by the Contractor.

The Contractor will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen hall as well as mess rooms (Delivery points).

A very high standard of hygiene must be maintained in all respect. Day-to-day disposal of waste material and refuse shall be maintained.

The company reserves its right to take samples of edibles / raw materials from the canteen / kitchen for the purpose of inspection & investigation and get the same tested in laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn either by authorized representatives of DFPCL /STL or by any Government / Local Self Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied Act.

ANNEXURE 'A'  
QUANTITY OF ITEMS

Sr. No.	Particulars	Quantity
1.	LUNCH / DINNER (REGULAR)	1 No.
	Rice	200 gms
	Chappati 3 Nos. or Puri 5 Nos.	-
	Fresh Seasonal Vegetable	150 gms
	Dry Cereals / Pulses Usal	150 gms
	Dal	150 gms
	Dahi	150 gms
	Papad (Roasted or Fry)	1 no.
2.	SPECIAL LUNCH (TWICE IN A WEEK)	1 No.
	Pulav or Veg. Biryani or Jeera Rice	200 gms
	Chappati 3 Nos. or Puri 5 Nos.	-
	Fresh Seasonal Vegetable	150 gms
	Dry Cereals / Pulses Usal	150 gms
	Dal fry	150 gms
	Dahi	150 gms
	Papad (Roasted or Fry)	150 gms
	Indian Sweet – Shreekhand, Gulab – Jamun, Boondi Laddu, Semiya – Kheer, Gajar or Dudhi Halwa, Balushai, etc.	50 gms
3.	SNACKS	
	Medu Wad – Sambhar & Chutney (2 quantity)	150 gms.
	Punjabi Samosa with Iml Chutney (2 quantity)	150 gms.
	Idli – Sambhar & Chutney (2 quantity)	150 gms.
	Batata Wada with Lasun Chutney (2 quantity)	150 gms.
	Kanda Bhajjia with Fry Mirchi	150 gms.
	Tomato Omlette with Coconut Chutney	150 gms.
	Onion Uttappa with Coconut Chutney	150 gms.
	Kanda Batata Poha with Lemon Wedge & Greeted Coconut	150 gms.
	Missal Pav with Lemon & Chopped Onion	150 gms.
	Dahi Wada	150 gms.
	Sheera	150 gms.
	Uppamma	150 gms.
	Vegetable Cutlet with Iml Chutney (2 quantity)	150 gms.
4.	GOLD DRINK	
	Soda	300 ml
	Lime / Kokam Sharbat	200 ml
5.	UPAWAS DISH	
	Sabudana Khichandi	150 gms
	Sabudana Wada	150 gms
	Potato Wafers	50 gms
	Banana	1 No.

## ANNEXURE 'B'

## PENALTIES

Sr. No.	Description of Penalty	Penalty Amount	Mechanism
1.	The performance of cafeteria vendor will be evaluated quarterly by the cafeteria committee as per the given criteria. Based on the performance evaluation the cafeteria vendor will be rewarded or penalized.	Zero Complaints in a quarter will be rewarded with Rs. 1000/- Per Quarter.	Quarterly Survey report on 1-5 scale. Minimum Score should be 3 No. of Grievances received in a formal form.
2.	In case of any delay in supply of snacks / lunch / dinner at work spot the contractor will be liable for penalty	Penalty Rs. 100/- per Incidence	In case of delay in supply of food items as per mess room timing. Delayed orders will not be considered for this clause. The delayed orders to be reported immediately in the given format and the same has to be certified mutually.
3.	The Contractor shall ensure good quality of the foodstuff supplied by him. In case the supply is of inferior quality the contractor shall be liable for penalty for each day of such incident. The Contractor shall also immediately replace the inferior quality of food items (such snacks and meals etc.) at his own cost.	Penalty Rs. 100/- per Incidence	Quality is defined in Tender document under point no. 4.0. Quarterly Survey report on 1-5 scale. Minimum Score should be 3. No of Grievances received in a formal form.
4.	The Contractor is required to maintain stock of variety of branded biscuits, Namkeen's, Cold-drinks, Water bottles. All the items should be available in the Cafeteria all the time failing which a penalty will be imposed.	Penalty Rs. 200/- per Incidence	Contractor to maintain at least minimum of two weeks stocks in cafeteria for variety of branded biscuits, Namkeen's, Cold-drinks, Water bottles. Weekly review will be conducted by Admin. The weekly report of required vs actual will be the main basis.
5.	The Contractor will be responsible for the cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures etc. including that of kitchen & canteen hall as well as mess rooms (Delivery points) failing which a penalty will be imposed.	Penalty Rs. 100/- per Incidence	Cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures, etc. will be ensured as per Cafeteria Procedure checklist.

PRICE BID FORMAT

Sr. No.	Items Description	Unit of Measurement	Rate
1	Snacks (1 Plate)	150 gms. Min.	
2	Lunch / Dinner	Qty. as above	
3	Tea / Coffee	100 ML per cup (considering daily two cups per employee with Cups)	
4	Delivery Charges (Service Charges)	(Service Point Manpower Cost) Approx. 16 Manpower with Min. wages. 4 Persons for Utensils Cleaning-Unskilled 4 Persons for Cafeteria Services-Unskilled 6 Persons for Delivery Points-Unskilled 2 Persons for Admin. & Plant Bldg.-Unskilled ( <u>Supervisor</u> -Semi-Skilled / <u>Cook</u> -Semi-Skilled / <u>Counter Person</u> -Semi-skilled / <u>helper</u> - Unskilled <b>cost will not be borne by company</b> )	

Rates for Ala-Card:-

Sr. No.	Item Description	Qty	UOM	Rate
1	Snacks ( 1 Plat of 100 GMS)	1	EA	
2	Lunch & Dinner ( Qty. As per ANNEX. "A")	1	EA	
3	Tea Per Cup 100ML with & without Sugar.	100	ML	
4	Coffee Per Cup 100MLwith & without Sugar	100	ML	
5	Veg. Sandwich	1	EA	
6	Toast Sandwich	1	EA	
7	Veg. Fried Rice	200	gms	
8	Egg. Fried Rice	200	gms	
9	Masala Rice	200	gms	
10	Single Omlet	1	EA	
11	Single Omlet with 2 Pav	1	EA	
12	Double Omlet	1	EA	
13	Double Omlet with 2 Pav	1	EA	
14	Single Burjee	1	EA	
15	Double Burjee	1	EA	
16	Single Pav	1	EA	
17	Chapati	1	EA	
18	Puri	1	EA	
19	Vegitable	100	gms	
20	Dry Cereals/Pulses Usal	100	gms	
21	Rice	200	gms	
22	Dal	200	gms	
23	Chaz	200	ML	
24	Papad roasted	1	EA	
25	Papad fry	1	EA	
26	Curd	100	gms	
27	Gulab Jamun	50	gms	
28	Rasgula	50	gms	
29	Laddu	50	gms	
30	Kheer	50	gms	
31	Half Lunch	1	EA	
32	Lime/Kokam Sarwat	200	ML	
33	Bread Butter with 2 slices & butter	1	EA	



	<b>SOP Name</b>	<b>Procedure for Cafeteria Services</b>	<b>Prepared by:</b>	<b>Checked by:</b>	<b>Approved by:</b>
	<b>F Number</b>	<b>HRT / ADMIN / CAFETERIA / SOP / ANNEXURE "A":SERVICE POINT DETAILS</b>	Sr. Manager - Admin. & Liaison	General Manager - Admin. & Liaison	Sr. GM - HR
	<b>Unit</b>	DFPCL, K1	Version	2.0	Date:01-Aug-2017

Sr. No.	Service Points	(Timing in Hrs.)		First Shift		Second Shift		Night Shift		General Shift	
		Breakfast	Lunch	Snacks	Dinner	Night Meal	Breakfast	Breakfast	Lunch		
1	Methanol Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
2	Methanol Despatch	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
3	IPA Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
4	IPA Despatch Gate	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
5	IPA Security Gate	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
6	QC Lab	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
7	STG Control Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
8	Boiler & CPP Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
9	C.N.A. Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
10	ANP Substation	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
11	ANP / WNA Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
12	LDAN Bagging Messr Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
13	Ammonia Mess Room	06.30 - 07.30	11.45 - 12.15	17.15 - 18.30	20.30 - 21.00	01.30 - 02.00	06.30 - 07.30	08.45 - 09.15	12.30 - 13.30		
14	Ammonia Despatch	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
15	Ammonia Unloading Area	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
16	OHC	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
17	Security Main Gate	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
18	NPK Cafeteria	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
19	NPK Process Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
20	NPK Substation	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
21	NPK Bagging Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
22	100 KV Substation	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
23	Cole Fired Boiler Mess Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
24	Cole Fired Security Gate	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
25	AN/NPK Despatch	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
26	ETP Control Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		
27	RO Control Room	06.45 - 07.15	11.45 - 12.15	17.15 - 17.30	20.30 - 21.00	01.30 - 02.00	06.45 - 07.15	08.45 - 09.15	12.30 - 13.30		