

TENDER

DEEPAK FERTILISERS AND PETROCHEMICALS CORPORATION LIMITED

Registered office: Sai Hira, Survey No: 93, Mundhwa, Pune – 411036, Maharashtra

TENDER DOCUMENT FOR PROVIDING CAFATERIA SERVICES THROUGH ONLINE REVERSE AUCTION

Tender Ref: DFPCL/DAP/001/2025-26

Date: 10.10.2025

The bids are invited in two sealed envelopes (Technical offer, Unpriced commercial offer and EMD in one sealed envelope & Price Bid 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. Deepak Pathak, 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 and highlighted to the Company. 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 by hand delivery **latest by 24/10/2025 by 04.30 PM.**

The Bid documents shall be opened on **27/10/2025**

All the above documents should be handed over to Mr. Deepak Pathak, CONTACT NO: 022-50684121 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 24/10/2025 by 04:30 hrs.

The Tender which do not fulfill all or any of the condition laid down in this Tender 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. Ganesh Suryarao - 8097227748 For commercial queries, you may contact Mr. Deepak Pathak 9773180497

Thanking You,

Yours faithfully,

For Deepak Fertilizers and Petrochemicals Corporation Ltd.

Debdatta Chowdhury
VP Commercial

INSTRUCTIONS TO TENDERERS

1. Earnest Money Deposit of Rs. 1,00,000/- in the form of bank demand draft payable at Mumbai will have to be submitted in favor of M/s. 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 returned to Company.
3. Tenderers should 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 or LLP.
 - c) Registration with PF organization for allotment of PF code number.
 - d) Registration with GST and the GST
 - 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 maybe.

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.
12. Audited annual Turnover: for last three Financial Years.

PRE-QUALIFICATION CRITERIA FOR CAFETERIA CONTRACTOR

1. Well equipped Kitchen facility should be available within 20 km radius from DFPCL site Plot K-1, MIDC, Taloja.
2. Ability to provide food facility for around 1000 employees in a day for three shifts.
3. 2 to 5 years' experience in similar facility/Field.
4. Able to deploy sufficient, trained and competent manpower as per job requirement.
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. 60 Lacs including group companies.

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- "A". The Contractor should be able to provide Kitchen facility within 20 km radius from DFPCL site Plot K-1, MIDC, Taloja.
2. Contractor is allowed to prepare Rice 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 the Contractors kitchen to Plant/ cafeteria will be the responsibility of the contractor. Any Material brought by contractor need to be entered at gate with proper challan.
5. Contractor will accept SODEXO Card 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 hygienic conditions in the Cafeteria as well as in the central kitchen/ 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/Caps/Hand Gloves 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. Contractors staff shall have limited access to the cafeteria / Mess Rooms only and shall not enter the plant operations area. If found in the plant area, then that shall amount to breach of agreement and necessary action will be taken against the Contractor & its staff.
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 Contractors kitchen. Any defect pointed out by such officers/officials during their visit shall be properly attended to by Contractor and rectified immediately.
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 and provide with ID cards with uniform.
17. The contractor shall make payment of wages to its employees latest by 7th of each month and provide copy of the same to DFPCL for record. The Contractor shall always comply with the applicable rules and regulations and keep DFPCL indemnified.
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 (2) years from the date of letter of intent/ PO.
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/ Tenderer 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 60 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/ Tenderer 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.
25. If the Contractor/ Tenderer contravenes any provisions or infringes or violates any applicable rules and regulations and directions in the course of 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, the Tenderer and if, DFPCL has to take-over the 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.
26. Confidentiality: Both the parties during the continuance of this Agreement and 5 (Five) year 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 the Company. Where sub clause (b) applies Vendor and/or personnel shall ensure that the person who receives the information keeps it confidential and does not use it for any unauthorized purpose.

27. 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.
28. 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.
29. Declaration by Tenderer: Should a Tenderers/ 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 Tenderer/ Supplier fails to inform the same, DFPCL shall at sole discretion may reject the tender or rescind the contract.

SECURITY DEPOSIT

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

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 regarding 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. 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 penalize (Annexure "C").
4. 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.
5. Bills should be submitted by the contractor by 05th of every month and will paid by DFPCL Within 30 days from the date of receipt of bills.

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 his Workers/ Supervisors employed are medically fit. The Contractor shall give a written declaration about 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.

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. The cost for the same will be borne by contractor.

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.

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. (As per Annexure 'C')
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.

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.

ARBITRATION :

All disputes or differences whatsoever arising, between the parties arising out of this tender/ order or the breach thereof shall be referred to Sole Arbitration to be nominated by both the parties in accordance with Arbitration and Conciliation Act, 1996 and Rules made thereunder. 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. The cost of arbitration shall be equally shared.

JURISDICTION

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

FORCE MAJEURE CONDITION:

The term force Majeure as employed herein shall mean acts of GOD, War, Revolt, Terrorist Act, strike, 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 7 days, both the parties shall mutually decide on the continuation of the contract.

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 DFPCCL and shall not release the Contractor of any responsibility under the Contract.

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. DFPCCL shall not be responsible for the same.

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 liable 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.

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.

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.

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

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.

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".

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.

SCOPE OF WORK CAFETERIA SERVICES**PURPOSE**

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

1. CAFETERIA SCOPE OF SUPPLY

- 1.1 Preparation of the Food / Snacks outside and serve fresh hot snacks / food in our cafeteria including different service points (wherever applicable) in all shifts as per the timing given by Job-coordinator / Canteen Committee.
- 1.2 The services shall include provision of all food supplies, labour, supervision and other incidentals necessary for the complete and satisfactory performance of catering services to DFPCL.
- 1.3 Cafeteria contractors will ensure that the service provided by them is carried out by their employees having appropriate skills and competence. Moreover, he will also ensure that a properly trained supervisor is deployed to supervise 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 the cafeteria contractor as the principal service provider. The contractor should provide Skilled, trained and competent service persons for providing services in cafeteria.
- 1.4 The cafeteria contractor will ensure removal of garbage from the cafeteria daily and dispose it off through MPCB registered vendor (The dispose-off scope could be falls under either in the purview of contractor or DFPCL whatever is feasible).
- 1.5 Vendor may prepare live items such as Sandwich, Fried Rice, Masala Rice, Dosa etc. in our Cafeteria in the place designated by the company and rates for the same should be freeze with the consent of canteen committee/ DFPCL management for the contract period.
- 1.6 The contractor will have to run the cafeteria at fixed timings during three different Shifts and will be required to cater to employees at employees' service points in factory, at canteen premises on time and as per schedule & in the contract canteen (wherever applicable). Services at work spot required to be provided in time and any delay therein will make the contractor liable for penalty (As per Annexure "C")
- 1.7 The contractor will have to serve **Breakfast, Lunch, Snacks and dinner**
- 1.8 The Average Consumption per day given above is only approximate estimated quantity and the actual quantity may vary on a daily basis. Thus, DFPCL does not guarantee any quantity which would be consumed.
- 1.9 The café contractor will make sure to serve dry snacks & biscuits during the serving of night tea.
- 1.10 The café contractor has to serve 2-time tea to DFPCL employees in each shift as per the agreed rates. The billing will be done based on daily attendance count. Contractor has to arrange teacups (excluding paper cups) & manpower to serve the tea at their own.
- 1.11 The contractor will also require serving Special Lunch / Dinner, Snacks / Sweet for official purposes as on when required may be for Visitors / VIPs/Employees etc . The intimation for the same will be given in advance. This service should be provided based on mutually agreed rates. The service will be required on special occasions like Training Programs, Meeting, and Functions at Factory premises.

Particulars	K1
No. of Service Points (Excluding cafeteria)	20 no
No. of Manpower Require	16
Approx. Daily Consumption of Breakfast & Eve snacks	200 / 80
Approx. Daily Consumption of Tea	650 * 2 times
Approx. Daily Consumption of Lunch & Dinner	200 / 20

2. GENERAL CONDITIONS OF CONTRACT

- 2.1 The Contractor should have executed similar nature of work during the last 3-5 years. 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.
- 2.2 The Company will permit the contractor to use the 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 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 to maintain hygiene of canteen premises.
- 2.3 The café contractor has to maintain the Inventory throughout the contract period especially serving plates (snacks & lunch/dinner), spoons, tiffin's, glasses, water jugs. In case of any discrepancy observed (by any of the party), vendor has to add new stock immediately maintaining the same quality to avoid any operation hindrance.
- 2.4 DFPCL 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.
- 2.5 Contractor has to engage sufficient number of staffs, who shall be on his roll for all purposes and during the validity of this agreement.
- 2.6 The contractor should ensure that all workmen are free from diseases and maintain required neatness and cleanliness and behave properly with employees of DFPCL 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 industrial peace and its day-to-day smooth functioning.
- 2.7 The vendor will be the responsible for vaccination of communicable disease at the time of joining the cafeteria staff, it will be the applicable for all employees (existing and new joining)
- 2.8 The Contractor shall pay wages, for unskilled and for semi-skilled staff as applicable under Govt. Minimum Wages Act to its employees in the cafeteria. The Company shall not be responsible for payment to the staff employed by the contractor. Contractor has to meet and ensure all statutory compliance and liabilities.
- 2.9 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.

- 2.10 The DFPCL 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 issue three months' advance notice for termination of the contract.
- 2.11 The Contractor shall fulfill all legal and statutory obligations towards his staff / employees and to ensure payment of all applicable Taxes and in no case DFPCL shall have any liability towards the same.
- 2.12 The Contractor shall sell the items directly to DFPCL 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 prices of the items from the employees.
- 2.13 The monthly billing will be proceeded with the confirmation of attendance, compliance & asset inventory.
- 2.14 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 "C"**) 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 the 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 "C"**).

3.0 ARRANGEMENT TO BE DONE

- 3.1 Items to be provided / sold in the Departments / Offices simultaneously at 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.

- 3.2 The following is the service schedule

3.2.1 SERVICE AT WORK SPOT / DEPARTMENTS / LOCATIONS:

The contractor is required to serve, 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.

System for service of Snacks will have to be designed in such a way that employees working in each shift get the items twice during their working hours as per the above schedule.

- 3.2.2 The DFPCL 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, 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 snacks / lunch / dinner at work spot the contractor will be liable for penalty (As per Annexure “C”)
- 3.2.3 The standard weight / qty. of each item required to be provided by the prospective contractors is indicated in **ANNEXURE ‘B’**.
- 3.2.4 The Contractor can also sell **additional items** with the approval of Management and rates of the same should be **incorporate in Purchase Order** and required to be displayed properly in Cafeteria.
- 3.2.5 **DFPCL shall not Guarantee for volume of business.**
- 3.2.6 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. Every Standard / Packaged item should be recorded while entering the DFPCL premises at the Security Gate and the same should be verified by Admin. Department. Proper record should be maintained by Contractor. Copy of challan to be submit to Admin Department.
- 3.2.7 The contractor shall ensure that high quality ingredients are always produced for the preparation of the edibles. 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.

4.0 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 (If applicable)	Ashirwad / Shakti Bhog / RJ Golds / Atta of Lokwan / Bansi / MP Sure Etc.
5	Bread	Modern / Britannia / WBS or branded
6	Papad	Lijjat / Ganesh or branded, etc.
7	Salt	Iodized salt such as TATA / Captain Cook or branded
8	Pickle	ISI Mark brands.
9	Milk	Any good brand with ISO mark
10	Sealed Water	Bislery / Kinley / Aquafina/ Good brand with ISI mark
11	Butter	Amul /Mother Dairy.
12	Spices	ISI Mark brands.
13	Biscuits	Britannia, Parle, Sunfeast,Marie or any std. branded

5.0 PREPARATION OF MENU AND INSPECTION

- 5.1 The weekly menu shall be decided by the company from time to time.
- 5.2 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.
- 5.3 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.

6.0 FACILITIES PROVIDED TO CONTRACTOR

The Canteen contractor is provided with the following infrastructure for running the Canteen(s) in the premises of Talaja Manufacturing units.

- a) Canteen Buildings
- b) Furniture
- c) Utensils & Cutlery.

7.0 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 (service points).

Entire café staff who are working in the canteen need to be adhered to the PPE's such as hand gloves, face mask, chef caps, shoes, well maintained uniform, apron, etc.

A very high standard of hygiene must be maintained in all respects. 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 the laboratory with a view to maintain the requisite standard of quality. However, such samples will be drawn either by authorized representatives of DFPCL or by any Government / Local Self Government authorities, as per procedure laid down in Prevention of Food Adulteration Act and allied Act.

8.0 PRE-QUALIFICATION CRITERIA FOR CAFETERIA CONTRACTOR

9. Well equipped Kitchen facility should be available within 5 to 7 km radius from DFPCL, MIDC, Talaja.
10. Ability to provide food facilities for around 800-1000 employees in a day for three shifts.
11. Minimum 3-5 years' experience in a similar facility/Field.
12. Able to deploy sufficient, trained and competent manpower as per job requirement.
13. Food and Drug Administration and Food Safety License. (FDA)
14. List of Clients of the contractor.
15. 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.

ANNEXURE 'B'
QUANTITY OF ITEMS

Sr. No.	Particulars	Quantity
1.	LUNCH / DINNER (REGULAR)	1 No.
	Rice	200 gms
	Chappati 3 Nos. or Puri 4 Nos.	-
	Fresh Seasonal Vegetable	100 gms
	Dry Cereals / Pulses Usal	100 gms
	Dal (varieties of Dal i.e. Dal Fry, Dal Palak, Dal Lasuni, etc.)	100 gms
	Dahi	100 gms
	Salad (Carrot, Cucumber, etc.) – Slice	
	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 4 Nos.	-
	Fresh Seasonal Vegetable	100 gms
	Dry Cereals / Pulses Usal / Paneer	100 gms
	Dal fry	100 gms
	Dal (varieties of Dal i.e. Dal Fry, Dal Palak, Dal Lasuni, etc.)	100 gms
	Papad (Roasted or Fry)	100 gms
	Salad (Carrot, Cucumber, etc.) – Slice	
	Indian Sweet – Shreekhand, Gulab – Jamun, Boondi Laddu, Semiya – Kheer, Gajar or Dudhi Halwa, Balushai, etc.	50 gms
3.	SNACKS	
	Medu Wada – Sambhar & Chutney (2 quantity)	100 gms.
	Punjabi Samosa with Imli Chutney (2 quantity)	100 gms.
	Idli – Sambhar & Chutney (2 quantity)	100 gms.
	Batata Wada with Lasun Chutney (2 quantity)	100 gms.
	Kanda Bhajjia with Fry Mirchi	100 gms.
	Tomato Omlette with Coconut Chutney	100 gms.
	Onion Uttappa with Coconut Chutney	100 gms.
	Kanda Batata Poha with Lemon Wedge & Greeted Coconut	100 gms.
	Missal Pav with Lemon & Chopped Onion	100 gms.
	Dahi Wada	100 gms.
	Sheera	100 gms.
	Uppamma	100 gms.
	Vegetable Cutlet with Imli Chutney (2 quantity)	100 gms.
4.	SOFT DRINK	
	Soda	300 ml
	Lime / Kokam Sharbat (compulsory during the summer)	200 ml
5.	UPAWAS DISH	
	Sabudana Khichandi	100 gms
	Sabudana Wada	100 gms
	Potato Wafers	50 gms
	Banana	1 No.

PRICE BID FORMAT

Sr. No.	Items Description	Unit of Measurement	Rate
1	Snacks (1 Plate)	100 gms	
2	Lunch / Dinner	Qty. as above	
3	Service Charges	(Service Point Manpower, Utensils cleaning, HK, Table Services & Office Services)	

Note:

1. The rates quoted by you exclude service charges
2. Service Charges to be mentioned separate with details
3. The special lunch shall be provided twice a week
4. You will submit your rate for:
 - a. Lunch/Dinner lump-sum per plate considering above mention items
 - b. Snacks / Breakfast
 - c. Service Charges for Manpower Service Point Manpower, Utensils cleaning, Hand wash HK, Table Services & Office Services.

ANNEXURE 'C'

PENALTIES

Sr. No.	Description of Penalty	Penalty Amount	Mechanism
1.	Against each grievance received	Penalty Rs. 200/- per grievance.	Complaints / Feedback register to be maintained at Cafeteria Desk, also email will allow for the same.
2.	In case of any delay in supply of snacks / lunch / dinner at work spot the contractor will be liable for penalty	Penalty Rs. 200/- 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. 500/- 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 were 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 (service points) failing which a penalty will be imposed.	Penalty Rs. 200/- per Incidence	Cleanliness of crockery, cutlery, cooking utensils, furniture, fixtures, etc. will be ensured as per Cafeteria Procedure checklist.
6.	The contractor will be responsible to maintain the desired manpower all the time.	Penalty Rs. 500 / - per day & billing would be on actual attendance	Vendor has to maintained desire manpower number at all locations.