

Admin.CO

Dear Sir,

**CONTRACT FOR COOKED FOOD CATERING SERVICES AT NEW OFFICE  
COMPLEX, KHARGHAR**  
**Collective RFQ No.: 1000215467 System No. 16372**

The Office complex at Kharghar is nearing completion and is expected to be ready for occupation shortly.

In order to provide Cooked Food Catering services at the office complex and associated services for the Conference rooms / meetings etc., it is proposed to line up a Cooked Food Catering contract from reputed Service Providers, who are based in and around Navi Mumbai.

We wish to enter into a fresh contract which will be valid initially for a period of one year and it may be extended for a further period of one year on the same terms and conditions at the sole discretion of the Corporation.

**Bharat Petroleum Corporation Limited has launched an e-procurement initiative (<https://bpcl.eproc.in>) as per the directive given by MOP&NG / CVC wherein tender floating and tender opening shall be on-line. Please refer to the tender enquiry in the above site for detail Bill of materials and the terms of the conditions of the RFQ. Submission of bids shall happen on-line on the website.**

Please find the enclosed tender documents for the subject services comprising of the following:

Section I : Technical Bid  
Section II : Commercial Bid

You are requested to submit your most competitive offer on two part bid basis i.e. Technical & Commercial bid.

The bids should be submitted on or before the **due date i.e. 21.08.2014, before 15:00 hrs.** Extension of due date, if any, will be at sole discretion of BPCL.

Interested Service Provider **must fulfill** the following criteria and need to submit relevant documentary proof at our office or vendors can upload it online at e-procurement site:

- i. Should have minimum of **5 years** experience in Food Catering with client list of leading PSUs, listed Private Cos., or Multi National Companies.
- ii. The Service Provider should have successfully executed atleast 1 no. Cooked Food Catering contract from their own kitchens stationed away from the Canteens, with reputed

Corporate/PSU's, of similar nature in the last three financial years, i.e. during 2011-12, 2012-13 and 2013-14.

- iii. The vendor should have adequate number of trained / experienced workforce in their establishment.
- iv. The vendor should have a minimum annual turnover of **Rs. 2 Cr.** every year during the last three financial years, i.e. during 2011-12, 2012-13 and 2013-14, and the same has to be supported by Audited Financial Statements.
- v. Service Provider's Kitchens, where the food is cooked, should be within the distance of **20 kms** from our Office Complex at Kharghar. Any kitchen more than 20 kms from our Office at Kharghar will not be accepted.
- vi. It is mandatory for the Service Providers to provide their current corporate client list. This list should provide details of the Company, name of the contact person of the company and contact address/numbers.
- vii. The vendor to give attested copy of bank solvency certificate of minimum amount of **Rs. 20 lakhs** (issued in last 6 months from the tender release date).
- viii. BPCL officials will visit any of the Service Provider's facilities / locations if necessary, to ascertain the criteria mentioned above. The decision of the committee visit will be final and binding on all bidders.
- ix. Service provider shall have requisite permissions / permits / Licenses from various health Dept / other related Govt. Depts., etc. and shall comply with all statutory requirements. Relevant documents to be attached.

The tenderer should visit the site and acquaint himself with the site conditions. Your commercial bid should be valid for a period of **03 months** from the date of opening of tender.

You are also requested to go through the General Terms and Conditions of the tender which include Scope of work and Service expected from the Contractor, Employees to be retained & other Service conditions, Quality / Brands of food & Raw materials, Crockery / Cutlery required etc. before quoting.

Technical bid should enclose confirmation of the above General Terms and Conditions of the tender from your end. The Tenderer who do not fulfill all or any of the Conditions or are incomplete in any respect are liable to be rejected.

BPCL reserves the right to reject any or all tenders without assigning any reason whatsoever and / or to carry out negotiations with the tenders in the manner considered suitable by BPCL.

Tenderer may have to attend the concerned office of BPCL for Negotiations / Clarifications required by them in respect of their quotations without any commitment on the part of BPCL. In case of negotiations, the Tenderer should send the confirmation of such negotiations so as to

reach BPCL within 3 working days from the date of negotiations, failing which BPCL reserves the right to ignore the quotation.

The Technical Bid should include the scanned copy of Integrity Pact duly signed by your authorized signatory along with the witnesses. The Integrity Pact can be downloaded along with the tender documents. Given below are the conditions applicable to “Integrity Pact”, which is enclosed for your ready reference. The original Integrity Pact to be submitted to Admin. Dept, 4 & 6 Currimbhoy Road, Ballard Estate before the due date and time of the tender.

- Proforma of integrity Pact shall be returned by the bidder/s along with the Technical bid, duly accepted by the same signatory who is authorized to sign the bid documents. Bidder's failure to return the IP duly signed and stamped along with the bid documents shall result in the bid not being considered for further evaluation.
- If the Bidder has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL shall be entitled to demand and recover from Bidder Liquidated Damages amount by forfeiting the EMD/Bid Security as per provisions of the Integrity Pact.
- If the contract has been terminated according to the provisions of the Integrity Pact, BPCL shall be entitled to demand or recover from the Bidder the Liquidated Damages amount by forfeiting the Security Deposit as per provisions of Integrity Pact.
- The bidders may raise disputes / complaints, if any, with the nominated Independent External Monitor, the details of which are given below :

**Name: Shri Brahm Dutt,  
Address: No. 82, Shakti Bhavan,  
Race Course Road,  
Bangalore-560001**

The payment will be made on a monthly basis on submission of a statement with supporting documents to us, thr' National Electronic Fund Transfer (NEFT)

Service tax / VAT / any other taxes etc. should be quoted separately. In case the rate of taxes etc. are not mentioned, then your quote will be deemed as inclusive of all taxes. Also, all variation / imposition of taxes, duties, levies etc. during the pendency of the contract will be reimbursed as per documentary proof and acceptance of the same by BPCL.

You are required to submit an **Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only)** at our office , address mentioned below, before the due date and time.

Sr. Manager (Admin.) HRS  
Bharat Petroleum Corporation Ltd.,  
Admin Department,  
Bharat Bhavan- I, 1st Floor,  
4 & 6 Currimbhoy Road,  
Ballard Estate,  
Mumbai 400 001

EMD should be in the form of a demand draft favouring **“Bharat Petroleum Corporation Ltd.”** along with the tender or in the form of a Bank Guarantee in the prescribed format (Format available on the e-procurement site). The details of the EMD have to be furnished in the EMD section in the E-tender. The EMD of the successful Tenderer will be retained till the commencement of work and then adjusted against Security Deposit. No interest will be payable on earnest money deposit.

EMD is liable to be forfeited in the event of:

- i. Vendors withdraw or alter their bid during the bid validity period.
- ii. Non-acceptance of LOI/order, if and when placed.
- iii. Non-payment of Performance Bank Guarantee amount against LOI/ Purchase Order within the stipulated period of 15 days from date of LOI/ the Purchase Order whichever is earlier.

EMD will be returned to unsuccessful bidder immediately after award of the contract. Successful bidder EMD will be converted to Security Deposit and will be released after submission of Performance Bank Guarantee.

Evaluation of the lowest bidder (L1) shall be overall lowest of all parties incl. of all taxes, duties etc.

The technical bids will be opened online on the **due date/time i.e. 21.08.2014 at 15:00 hours**. Extension of due date, if any, will be at sole discretion of BPCL. Vendors can be present at our office at the time of opening. On completion of the technical evaluation, the Price bids of only those bidders whose bids are technically acceptable will be opened.

The bidders shall be informed in advance the date/time of opening of the Price bids. The bidders or their duly authorized representatives shall be allowed to participate in the tender opening after submission of appropriate documents in support of their identity.

BPCL reserves the right to accept or reject any or all quotations without assigning any reasons. For any clarifications, you may contact Mr. Tushar Goyal, Executive (Admin. Facilities), CO on 022-2271 3187/ Mr. Vijay Dsouza, Sr. Manager Admin. (HRS), CO on any working day during 10.00 am to 4.00 pm on 022-2271 3171.

## **GENERAL TERMS & CONDITIONS**

The criteria for technical selection of the Service Provider will be as follows :

- i. Should have minimum of **5 years** experience in Food Catering with client list of leading PSUs, listed Private Cos., or Multi National Companies.
- ii. The Service Provider should have successfully executed atleast 1 no. Cooked Food Catering contract from their own kitchens stationed away from the Canteens, with reputed Corporate/PSU's, of similar nature in the last three financial years, i.e. during 2011-12, 2012-13 and 2013-14.
- iii. The vendor should have adequate number of trained / experienced workforce in their establishment.
- iv. The vendor should have a minimum annual turnover of **Rs. 2 Cr.** every year during the last three financial years, i.e. during 2011-12, 2012-13 and 2013-14, and the same has to be supported by Audited Financial Statements.
- v. Service Provider's Kitchens, where the food is cooked, should be within the distance of **20 kms** from our Office Complex at Kharghar. Any kitchen more than 20 kms from our Office at Kharghar will not be accepted.
- vi. It is mandatory for the Service Providers to provide their current corporate client list. This list should provide details of the Company, name of the contact person of the company and contact address/numbers.
- vii. The vendor to give attested copy of bank solvency certificate of minimum amount of ` **20 lakhs** (issued in last 6 months from the tender release date).
- viii. BPCL officials will visit any of the Service Provider's facilities / locations if necessary, to ascertain the criteria mentioned above. The decision of the committee visit will be final and binding on all bidders.
- ix. Service provider shall have requisite permissions / permits / Licenses from various health Dept / other related Govt. Depts., etc. and shall comply with all statutory requirements. Relevant documents to be attached.

### **1. SCOPE OF WORK & SERVICE EXPECTED :**

The Service Provider shall provide the following services –

- a) Breakfast,
- b) Lunch,
- c) Evening snacks
- d) Evening dinner / special catering for functions etc.

There is no cooking Gas facility in our premises. Only Electrical cooking facility will be made available. Both Break-fast, Lunch, evening snacks will have to be cooked in your kitchens, at premises which should be in and around our Kharghar office, at a distance of not more than 20 kms from our Office. The food will then have to be transported to our Dining rooms at our premises, in clean, hygienic containers in transportation vans, to be deposited and emptied in the Bain-Marie. Food, as per the pre-decided menu, will have to reach our premises, atleast ½ hour before breakfast, lunch and evening snacks, separately. Kitchens to comply with all statutory norms for cooking food.

It has to be construed, that the food needs to be prepared on the same day, so as to be ready just before it is transported.

**For conferences, meetings, etc :**

Food/drinks for Conferences, meetings etc., as may be directed by BPCL to the Service Provider from time to time on the conditions contained hereinafter. Detail specifications of the aforesaid service are mentioned in the **Annexure I** - Scope of Work and Service expected from the Service Provider.

**2. MANPOWER/SUPERVISION:**

The manpower for providing the services will be as follows:

- a) The Service Provider shall provide sufficient number of workmen. Service Provider to provide 1 no. supervisor, 8 nos. servicing staff, 6 nos. cleaning staff in dining hall. For period before lunch and post lunch time, the Servicing staff to be stationed at Conference rooms etc. for food / drinks etc.

**3. MAJOR FACILITIES AND ITS MAINTENANCE:**

The Corporation has well-furnished dining room. The Service Provider shall be required to maintain these premises in clean and appropriate hygienic conditions. The dining area to be cleaned/scrubbed before and after food services with approved cleaning materials to be provided by the Service Provider.

Table covers (linen/plastic) will be provided at the time of award of contract by the Corporation and cost of maintaining and washing the table covers (linen/plastic) will be borne by the Service Provider (frequency will be once a week or on need basis).

The Service Provider shall be required to keep an inventory of all items and bear the cost for all loss/ damage/breakage.

BPCL shall provide electricity/water at no cost to the Service Provider.

The Service Provider shall provide Napkins/towels used for wiping the crockery/cutlery, which HAVE TO BE REPLACED REGULARLY AND AT LEAST ONCE EVERY WEEK BY THE SERVICE PROVIDER.

Maintaining cleanliness and hygiene of the dining hall, etc. at all times shall be in Service Provider's responsibility.

The paper napkins will be provided by the Service Provider.

All necessary crockery/ cutlery and other materials for services in dining hall will be provided by the Service Provider in sufficient number and as per the samples with the officer- in- charge.

BPCL will have 6 nos. tea-coffee vending machines installed on various floors. The vending machines will be under contract directly by BPCL. The Service provider will coordinate with the Tea Coffee Vendor to ensure timely cleaning and servicing of machines for proper functioning. Service Provider to ensure that the Tea Coffee Machine vendor supplies all necessary consumables including premix powder, milk and disposable cups (as per samples approved by officer in-charge) for use by approx. 300 nos. (Mgmt. + Non-Mgmt.).

The Service Provider is requested to see the samples before quoting. No changes will be allowed in the specifications of crockery/ cutlery that will be provided by the Service Provider for the entire period of contract. Sufficient quantity of crockery/ cutlery has to be made available and there should be no shortage of the same to the staff availing the lunch facility. The minimum quantity of crockery/ cutlery to be made available at all times is as given in **Annexure – III**. Stained and damaged crockery should be replaced immediately or on orders of the officer -in-charge. In case the minimum quantity of crockery/ cutlery is not available in the Dining Hall for a continuous period of seven working days, the difference will be procured by the Corporation and cost debited to the Service Provider and a penalty of Rs.1000/- per day will be levied.

#### **4. SPECIFICATIONS OF RAW MATERIALS:**

Raw materials and food-stuff should be as per the quality/brand specified in **Annexure – II**. Food Quality/brands would be provided by the Service Provider and would be wholesome and as per the specification. Surprise checks will be conducted by BPCL and BPCL would have the right to check the above in your kitchens. Any changes in the list of brands will be allowed only on instructions of officer- in- charge. Unsatisfactory services/complaints against food items may result in stoppage of payments for the same.

#### **5. TERMS OF PAYMENT:**

Currently approx. 274 nos. Staff (indicative strength of Management / Non-management for 3<sup>rd</sup> / 6<sup>th</sup> / 7<sup>th</sup> and 8<sup>th</sup> floors) will be posted at Kharghar who will avail Dining Hall facilities. It is assumed that out of 274 nos. staff, 20% staff shall not avail of the Dining Hall facilities being on leave or on tour. On this basis, the Service Provider shall be paid for 80% of the staff strength i.e.

approximately 219 nos. For the 4<sup>th</sup> and 5<sup>th</sup> floors, which will be occupied subsequently, the contract shall be suitable amended to add the requisite no. of staff.

No extra payment will be done for any Contractors workmen stationed in our premises.

The total strength of the staff availing Dining Hall facility will be intimated to the Service Provider by 5th of the current month. The payment shall be made for actual number of working days in a month. The Service Provider should take this factor into account and accordingly quote their rates. At no point of time during the contract period, Service Provider should take shelter of this clause for shortage of food stuff during execution of services. The "Rate" shall be the rate quoted by the Service Provider for each service per person.

The Service Provider should take Guest Slip –

- (i) From the Staff joined at Kharghar after 1st of any particular month.
- (ii) Management trainees availing lunch in the canteen. Management trainees will not be included in the staff strength.(excluding those who have been posted in Kharghar)

For the purpose of deriving the staff strength, the number of staff availing the services at the beginning of the contract will be collected by the Service Provider and this number of persons SHALL BE REVIEWED MONTHLY. However, the factor of 0.80 as referred above shall remain constant. It will be the responsibility of the Service Provider to get the staff strength verified at the beginning of every month.

The Service Provider shall be required to submit his monthly bills, as per agreed terms, before the 10th of the following month for services rendered during the previous month. Processing of the bills for the same shall take approximately fifteen days from the date of submission of bills complete in all respects. Income Tax, as applicable, shall be deducted at source on the total amount payable, and necessary TDS Certificates shall be issued to the Service Providers (on submission of bills. Any changes in the Tax regulations will be paid for)

## **6. GUEST CHARGES:**

For any services rendered to Company's Official Guests, apart from the regular staff, Service Provider shall be required to obtain appropriate authorization on the Guest Slips and produce the same for payment at the end of the month. Rates of services/items provided to Company's Official Guests shall be the same as those charged for regular staff. Staff coming from Company's other offices and taking lunch shall be considered as guests & paid for.

## **7. STATUTORY OBLIGATIONS:**

The Service Provider should ensure Compliance of Labour Laws:

The Service Provider shall ensure compliance of provisions of all central/state labour laws applicable from time to time. Any liability incurred by BPCL on account of non compliance/ part compliance/violation of labour laws, an equivalent amount along with Fine as deemed fit shall be

recovered from any dues payable to the Service Provider.

The Service Provider shall comply with the provisions of The Minimum Wages Act, 1948 and shall ensure payment of prescribed Minimum rates of wages to the workmen engaged by him at BPCL from time to time. The Service Provider shall pay his workmen the Minimum Wages as declared by the Central Government or State Government of Maharashtra, whichever is higher.

The Service Provider shall comply with the provisions of The Employees Provident Fund and Miscellaneous Provisions Act, 1952 and shall have Provident Fund Account, duly allotted to him by Competent PF Authorities. The Service Provider shall deposit Employer and Employees Contribution within prescribed time and manner along with all other dues payable to PF authorities.

If applicable, the Service Provider shall comply with The Employees State Insurance Act, 1948 and shall deposit the monthly employees and employers contributions in the prescribed account number within specified time. In case of non applicability of the provisions of ESIC Act, the Service Provider shall comply with the provisions of The Workmen Compensation Act, 1923 and shall cover all his workmen deployed at company's premises under Group Personal Accident Insurance Scheme.

The Service Provider shall comply with The Payment of Wages Act, 1936 and shall pay wages of the workmen deployed by him at company's (BPCL) premises within prescribed time limit after close of wage period.

The Service Provider shall obtain Labour License under the provisions of The Contract Labour(R&A) Act, 1970 in case the strength of the workmen deployed by them in the premises of company (BPCL) exceeds 19 on any day.

The Service Provider shall furnish all the documents (in originals), to the company as and when required

Under any circumstances you or your staff will not be liable to seek any permanent employment with the Company (BPCL) and will keep the Company indemnified against loss or any damage to the Company property during the course of contract.

#### **8. TAXES, ETC.:**

The Service Provider shall be wholly responsible for payment of any and all taxes including but not limited to VAT, service tax, sales tax, cess, duties under the existing or future Laws, Acts, Rules, Orders, Notifications, etc. issued by the Central or State Government or any other local authority or body in respect or in connection with the supplies and that the Corporation shall not be liable to pay such taxes, rates, duties or claims of the like nature whether existing or likely to arise in future. The invoices issued shall be in accordance with the prevailing tax system. Incase VAT is being charged at 12.5%, it will not be applicable on service charges i.e. salaries of workmen, reimbursements, salary arrears and any other payments pertaining to labour.

#### **9. DURATION & TERMINATION OF AGREEMENT:**

This Contract shall be for a period of one year with a provision to extend by one more year with the same terms and conditions. The contract will be awarded on trial basis for three months and if the services are found satisfactory it will be extended for the entire contract period. However, the Company reserves the right to terminate the same at any point during the tenure of the contract by giving one month's notice to the Service Provider.

#### **10. SECURITY DEPOSIT:**

A non interest bearing deposit or a Bank Guarantee in the Standard format provided by the Corporation, for an amount of Rs. 2,00,000/ [Rupees Two Lac only] deposit shall be retained till the successful completion of the contract. In the case of security deposit in the form of a Bank Guarantee, the same shall be kept valid by the Service Provider at his cost till two months after the completion of the the contract and shall be extended from time to time, if required. The Corporation shall have the right to deduct out of the above deposit any amount that the Service Provider may become liable there under and shall refund the balance moneys to the Service Provider on the termination/ expiry of the agreement. In case of the contract being terminated for poor services or for no adherence of contract conditions, the amount of security deposit will stand forfeited.

#### **11. FIRE, SAFETY & OTHER REGULATIONS:**

The Service Provider and his employees shall observe and abide by all Fire, Safety, Security and Disciplinary regulations of the Corporation. Should any injury resulting in death or damage to any property occur as a result of failure to comply with such regulations the Service Provider shall be held responsible for the consequences thereof and shall keep the Corporation harmless and indemnified of any such claims, whatsoever. The Service Provider shall ensure that these employees do not remain on the premises beyond their normal working hours. Any unauthorized presence on the premises beyond normal working hours shall not be acceptable and the Service Provider upon receipt of complaint shall have to immediately withdraw such employees from working in the Corporation's premises.

#### **12. INDISCIPLINE/MISUSE OF FACILITIES/DAMAGES & PENALTIES :**

**INDISCIPLINE:** Any indiscipline by the Service Provider's workmen shall be dealt with sternly by the Service Provider.

**DAMAGES:** Officer In-Charge shall periodically meet the Service Provider to discuss various issues like conditions of service, breakage/loss of crockery/cutlery, quality of food, etc. A proper inventory of floor equipment, crockery/cutlery, etc. provided to you would have to be maintained and produced for checking whenever required.

**MISUSE OF FACILITIES:** The Service Provider would be responsible for and ensure proper utilization of the facilities like water, electricity or other equipment provided by BHARAT PETROLEUM CORPORATION LTD., without any manner of abuse or excess use. The space provided by the Corporation to the Service Provider for the purpose of operating the Dining Hall in the premises of the Corporation shall be used by the Service Provider only for the purpose of operating solely for the use of

Corporation's Staff and employees and for no other purpose whatsoever.

**PENALTIES:** Failure of the Service Provider to provide any other material and facilities [which are not to be provided by the Corporation] shall not absolve the Service Provider and he would make alternative arrangements, etc. on his own. The Service Provider would be responsible for and ensure proper utilization of the facilities like water, electricity or other equipment provided by BHARAT PETROLEUM CORPORATION LTD., without any manner of abuse or excess use.

In the event of any complaint and/or non-fulfillment of any of the terms of agreement regarding non-supply or delay in supply, irregular and untimely running of services, use of inferior type of ingredients, stuff, raw materials of the eatables, the officer in charge may impose a fine not exceeding Rs.3,000/- [Rupees Three thousand only] per complaint / issue, for any of the above mentioned defaults depending upon its nature and the fine so imposed shall be realized by deducting the amount from the pending bills or otherwise including security deposit.

For the purpose of acceptance of complaint, a complaint from any Sectional Head/collectives shall be valid document. It shall be the responsibility of the Service Provider to prove it to the entire satisfaction of the Corporation that the penalties need not be imposed. The decision of the Corporation in this regard shall be final and binding on the Service Provider and it shall not be subject to dispute or arbitration. The sole criterion being to ensure prompt and wholesome services to the employees of the Corporation.

In the event of lack of cleanliness and hygienic conditions in and/or around the Dining premises, a penalty of Rs.1000/- [Rupees Thousand only] per day may be imposed on the Service Provider till remedial regulations regarding hygiene, health, etc. issued by the competent authority including the municipality and the Factories Inspectorate, shall be observed by the Service Provider.

In case inconvenience is caused due to lack of manpower a penalty of Rs.1000/- [Rupees Thousand only] per day per person shall be levied.

**ARBITRATION :** Detailed procedure for Arbitration is given in **Annexure-IV**.

## **ANNEXURE – I**

### **SCOPE OF WORK AND SERVICE EXPECTED FROM THE SERVICE PROVIDER.**

The Service Provider is required to provide snacks/meals etc. for the company staff only. The eatables to be supplied by the Service Provider shall be wholesome and of the best quality as approved. The authorized officer or members of the Dining Hall committee may check and inspect at their convenience the quality and quantity of tea, snacks, sweets and raw materials & provisions like grains, edible oil, eggs, vegetables, fruit, fish, meat, poultry, etc. The Service Provider shall have to destroy any item which is rejected by the officer in his presence. In the event of any adulteration or food poisoning etc. Service Provider will be held responsible and in the event, the Corporation will be having full rights without prejudice to terminate the catering contract forthwith without giving prior notice to terminate the contract.

**BREAKFAST:** Breakfast all vegetarian shall comprise of any snack listed below [quantity weighing not less than 125 gms.]

Idli /Sambar -2 nos.	Ragda Pattice	Sandwich veg /cheese 2 slice triangles/ pizza –small
Medu vada / sambar – 2 nos.	Upma / Sabudaba khichdi	Batata vada –pav -1 no. Only vada – 2 nos.
Punjabi / Patti Samosa – 2 nos.	Misal Pav	Cutlet / Tikki – 2 nos.
Sabudana vada -2 nos	Sevian	Mawa cake – 2 nos.
Patrail / Kothmir wadi – 2 nos.	Batata pohe	Dokhla / Thepla / Frankie
Kanda / Alu / mix Bhajia	Uttapam / Dosa -1 no.	Hot Dog / Burger, etc.

### **MINERAL WATER /Lemon Juice/ Buttermilk:**

The Service Provider will be required to provide Lemon Juice, Buttermilk (Plain / Mosaic), jal jeera, kokum sharbat etc. during lunch time. This shall be kept in a neat and hygienic condition.

### **LUNCH:**

As per MENU decided by the Committee appointed by the Corporation. This includes:

<b>REGULAR LUNCH</b>	<b>FESTIVAL/CONFERENCE LUNCH</b>
Lemon Juice, Buttermilk (Plain / Mosaic) jal jeera, kokum sharbat etc.	Welcome Drink Fruit punch
Veg soup	Veg soup,
1 non-veg. dish	2 non-veg. dishes
2 veg. dishes/ green veg, [1 dry+ 1 gravy]	2 veg. dishes
-	Special dish/Chat

Plain Rice	Plain Rice
Pulao / Biryani, etc	Pulao / Biryani, etc (veg. /non-veg.)
1 Dal	1 Dal
Bread/chapatti /Tandoori roti /puri/ paratha of diff.types.	Assorted rotis
Curd/salad/pickle/papad	Curd/ 2 types of pickle/papad/2 Salads
Sweet dish e.g. Ice cream, Hot/ cold pudding, Bengali sweetmeats, dudhi or gajar halwa, falooda, kulfi seasonal fruit like mango, fruit salad with custard or any other dish as requested	2 Sweet dishes (1 will be Icecream from Naturals / Baskin Robbins)
	Fresh Seasonal Fruits (Apple / Orange, Elaichi Banana, etc)
	Paan/Mukhwas

Over and above the sweet dish papaya / banana/ water melon should be served daily. Boiled vegetables and eggs in the form of omlette, scrambled to be provided daily to the staff requesting for it.

Apart from the above, FRUIT LUNCH on request basis shall be served to the staff pre-plated (whole fruit) and consisting of seasonal fruits like apple, orange, banana, chikoo, guava, grapes, etc. The Staff concerned shall intimate the Service Provider about the same.

#### **DIET LUNCH :**

Pre-plated (Boiled vegetables, 5 or 7 grain bread Veg Sandwich, Salad, Pro-biotic Curd, 2 seasonal fruits, canned diet juice. The Staff concerned shall intimate the Service Provider about the same.

The Menu, which shall consist of the above items, shall include different preparations like Chinese, Gujarati, South Indian, Continental, Mughlai and Punjabi dishes. The Service Provider shall also be required to serve eggs/omelets daily for staff, as required, in lieu, for which no extra payment shall be made.

Quality/Brand of food and raw materials to be used are given in Annex - Food Quality/Brand. No changes / replacements will be permitted unless otherwise specified by officer-in-charge.

#### **EVENING SNACKS**

Pizza	Bhajiya
Pakoda	Bread Pakoda
Bhel	Grill Sandwich
Mini Samosa	Papri Chaat
Sandwich	Masala chana cup
Ragda Pattis	Veg. Burger
Vada Paw	Veg. Hot Dog
Sev Puri	Methi Pakoda

Timings for all services shall be as decided by the Corporation. Generally the services shall be required on all working days from Monday to Friday. However, on instructions from the Corporation, the Service Provider shall have to arrange for services on holidays, closed days, in case of emergency and at odd hours, whenever required at the same rates. Expenditure on overtime to be paid to the Workmen shall be on the Service Provider's account and the Service Provider has to maintain proper overtime records.

### **SNACKS SERVICES FOR CONFERENCES / MEETINGS / ETC**

The Service Provider is required to provide services at official meetings, training programs, farewells, conferences, special get-togethers and various functions in the office premises. If for any function, additional items not included in the Menu are required to be supplied, the payment shall be made on actuals, on submission of bills alongwith service charges. Services of two or more bearers shall be required at Meeting Halls where the meetings are scheduled.

The Service Provider shall maintain the Dining Hall in clean hygienic and sanitary condition and not misuse the premises in any manner. The Service Provider shall ensure cleanliness & hygiene in the dining hall during lunch-time by way of crockery/cutlery being washed/dried and promptly & swiftly replaced for the next batch. Also, proper cleaning of the tables and swift replacement of fresh water glasses for the next Batch shall have to be ensured by the Service Provider.

The Service Provider shall not make sales to the employees or to anyone whatsoever, on credit or on cash payment.

Daily removal of garbage, in trash bags, from the kitchen/pantry/canteen/ dining hall, etc, without causing inconvenience to Staff and surroundings shall have to be arranged by the Service Provider. wet and dry garbage categorically to be collected separately.

The Service Provider shall ensure that either he or his representative as Manager is always available in the Dining Hall from 7 a.m. to 7 p.m. or till such time the last meeting is over for administration and supervision, whichever is later.

The Service Provider shall also ensure that the telephone calls in the Dining Hall are invariably and properly attended to, in a polite and courteous manner. The Service Provider shall furnish his Telephone numbers with home address to the officer in charge for contacting him as and when required.

At no point in time the Service Provider will be allowed to take out any raw material or prepared food items from the Company premises. Under exceptional cases the same may be allowed only after written confirmation of officer- in - charge.

### **WORKMEN EMPLOYED BY THE SERVICE PROVIDER:**

1. Manpower -The manpower required for providing the services as per the scope of work have to

be provided by the Service Provider on need basis.

2. Uniforms: The Service Provider shall ensure that the employees wear clean and neat uniforms. The Service Provider will be held responsible in case of non-compliance in this matter and will attract a penalty of Rs.1000/- [Rupees Thousand only] per person per month.

The Service Provider should ensure Compliance of Labour Laws:

The Service Provider shall ensure compliance of provisions of all central/state labour laws applicable from time to time. Any liability incurred by Company (BPCL) on account of non compliance/violation of labour laws, an equivalent amount along with Fine shall be recovered from any dues payable to the Service Provider.

The Service Provider shall comply with the provisions of The Minimum Wages Act, 1948 and shall pay Minimum rates of wages to the workmen engaged by him at BPCL from time to time. The Service Provider shall pay his workmen the Minimum Wages as declared by the Central Government for Scheduled Employment of 'Sweeping and Cleaning' or State Government Of Maharashtra, whichever is higher.

The Service Provider shall comply with the provisions of The Employees Provident Fund and Miscellaneous Provisions Act, 1952 and shall have Provident Fund Account, duly allotted to him by Competent PF Authorities. The Service Provider shall deposit Employer and Employees Contribution within prescribed time and manner alongwith all other dues payable to PF authorities.

If applicable, the Service Provider shall comply with The Employees State Insurance Act, 1948 and shall deposit the monthly employees and employers contributions in the prescribed account number within specified time. In case of non applicability of the provisions of ESIC Act, the Service Provider shall comply with the provisions of The Workmen Compensation Act, 1923 and shall cover all his workmen deployed at company's premises under Group Personal Accident Insurance Scheme.

The Service Provider shall comply with The Payment of Wages Act, 1936 and shall pay wages of the workmen deployed by him at company's (BPCL) premises within prescribed time limit after close of wage period.

The Service Provider shall obtain Labour License under the provisions of The Contract Labour(R&A) Act, 1970 in case the strength of the workmen deployed by them in the premises of company (BPCL) exceeds 19 on any day.

The Service Provider shall furnish all the documents (in originals), to the company as and when required

Under any circumstances you or your staff will not be liable to seek any permanent employment with the Company (BPCL) and will keep the Company indemnified against loss or any damage to the Company property during the course of contract.

You will have to make good the losses/ damage to the property occurred by your workmen during the course of contract.

All staff should be in uniform, with Identity card and shoes.

Staff should be paid wages as per Minimum Wages Act. And other statutory benefits like ESIC and Provident Fund under your separate code numbers.

Service Provider will have to make good the losses / damage to the property occurred by their workmen during the course of contract.

No revision in rates will be admissible during the period of contract.

**ANNEXURE – II**

<b>QUALITY/BRANDS OF FOOD &amp; RAW MATERIALS</b>	
<b>ITEMS &amp; QUALITY BRAND</b>	
<b>DAIRY PRODUCTS</b>	
Milk, Toned, Full Cream	Amul, Gokul, Aarey, Mahananda,
Butter	Amul, Vijaya, Britannia
Cheese Processed Cheddar	Amul, Britannia, Vijaya
Condensed Milk	Milk Maid, Nestle
Ice Cream/Kulfi	Amul, Kwaliti, Vadilal /Parsi Dairy (Kulfi)
Fresh Cream	Parsi Dairy,
<b>TEA/COFFEE</b>	
Tea Bags	Taj Mahal, Lipton, Brooke Bond, Twinings, Earl Grey
Coffee	Nestle, Nescafe, BRU
Sugar Cube	Bauralla
Sugar free	Equal
<b>SOFT DRINKS/MINERAL WATER</b>	
Butter-milk	Amul Masti
<b>CONFECTIONERY/BAKERY PRODUCTS</b>	
Bread	5 or 7 Grain
Assorted Biscuits	Good Day, Bourbon, Britannia, Hide-n-Seek, Jim Jam, Parle, Monginis, Digestives,
Assorted Cookies	Choco chips / Coconut / Chocolate /Milk / Dry fruits / Jeera / Wheat from Camay, American Dry Fruits / Ramanlal Vithaldas & co.
Snacks	Mini Masala Idlis (6) / Cocktail Samosas (4) / Cocktail Kachori (4) / Bhakarwadi (6) / Idli with chutney filling (4) / Cheese dhokla (2) From Camay / American Dry Fruits Fruits / Ramanlal Vithaldas &
Confectionery, Cakes & Pastries/	Taj, Oberoi, Gaylord, Dark Temptations
<b>PROVISION AND STORES</b>	
Atta, Maida	Annapurna, Pillsbury, Ashirwad (whole wheat)
Basmati Rice for Biryani/Pulav	Kohinoor, Lal Quilla,
Normal Rice for daily use	Surti Kolam (old) as per sample

Refined Oil	Rice Bran for cooking. No Dalda to be used
	Dhara Groundnut oil for deep frying
Tomato Sauce/Ketchup	Maggi, Kissan
Chilly /Soya Sauce/Vinegar	Maggie, Sam, Kalverts,
Papad/Pickle	Lijjat, Mother's recipe, Pravin, Bedekar,
Chat, Chana,Pav Bhnji, Chole, Biryani, Pulav Masala, Methi powder	M.D.H., Everest, Badshah
Custard Powder/Corn Flour	Brown & Polson
Lavang, Dal Chini, Choti Elalchi & I other Hot Spices, food colour	Best quality. All spices should be FPO/ISI marked
Haldi, Dhania, Jeera, Chilli Powder	Agmark, MDH,Everest, Khamkar
Sambhar , Rasam, Garam Mosaic Powder	Agmark, MDH, Everest,Khamkar
Jelly, China grass	Rex, Blue Bird,
Sweet Corn	Kissan, Maggie, Kellogs
Salt	Tata / Captain Cook / Annapurna
Noodles	Hakka or equivalent
Pulses, Dals & Beans	Best quality, Free of dust and Foreign materials.
<b>DRY FRUITS &amp; NAMKEENS</b>	
Dry fruits/Kaju Kishmish/Mukhwas/ Paan	Ramanlal Vithaldas, American Dry fruits,
Ready snacks [samosas, dokhla, wafers, etc.]	Camay, Warden, Taj, American Dry Fruits, Haldirams/Bhikhaji
<b>FROZEN VEGETABLES</b>	
Frozen green peas, Safal / Maico / Godrej	
<b>FRESH FRUITS &amp; VEGETABLES</b>	
Fresh Fruits & Vegetables, mushrooms, baby corn, salad leaves	Fresh & Best quality
<b>POULTRY/MEAT/FISH</b>	
Eggs	Chicken eggs best quality.
Chicken (boneless for Chinese prep.& biryani)	Venky's, Godrej
Meat	Lamb/ goat best quality (Fresh)
Fish/Jumbo prawns	Pomfret / Rawas/ Surmai, Halwa, Gol, jumbo prawns (Fresh)
<b>INDIAN SWEET MEATS</b>	

Kaju katli, sandesh, rosgolla, gulab jamun, Assorted barfis, Kaju Roll, Pista Roll, Kesar Peda	Brijwasi,Ghasitaram,Camy, Ramanlal Vithaldas, American dryfruits [Fresh]
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**ANNEXURE – III**

CROCKERY / CUTTLERY FOR DINING HALL CAFETERIA AND PANTRIES:		
SR. NO.	Item	Quantity – Dining Hall – 20 tables
1	DINNER PLATE –La Opola / Corelle	300 NOS
2	QUARTER PLATE -La Opola / Corelle	300 NOS
3	SOUP BOWL - La Opola / Corelle	300 NOS
4	FRUIT BOWLS - La Opola / Corelle	300 NOS
5	AP FORK - Kischco	300 NOS
6	AP KNIFE - Kischco	100 NOS
7	SMALL FORK - Kischco	300 NOS
8	SWEET SPOONS - Kischco	300 NOS
9	SERVICE SPOON - Kischco	30 NOS
10	AP SPOON - Kischco	300 NOS
11	FRUIT FORKS - Kischco	300 NOS
12	GLASSES - Yera	300 NOS
13	WATER JAR (1 ltr) – Milton Steel	30 NOS
14	FINE DUSTER	20 NOS / MONTH

**ARBITRATION CLAUSE**

A] Any dispute or difference of any nature whatsoever, any claim, cross- claim, counter-claim or set off of the Corporation against the Service Provider or regarding any right, liability, act, omission on account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (HR) of the Corporation or of some officer of the Corporation who may be nominated by the Director (HR). The Service Provider shall not be entitled to refer any objection to any such arbitrator on the ground that the arbitrator is an Officer of the Corporation or that he has dealt with the matters to which the contract relates or in the course of his duties as an officer of the Corporation he had expressed views on all or any other matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (HR) as aforesaid at the time of such transfer, vacation of office or inability to act may in the discretion of the Director (HR) designate another person to act as arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the arbitration proceedings notwithstanding his transfer or vacating of office as an Officer of the Corporation if the Director (HR) does not designate another person to act as arbitrator on such transfer, vacation of office or inability of original arbitrator. Such persons shall be entitled to proceed with the reference from the point at which his predecessor left it. It is also a terms of this contract that no person other than the Director (HR) or a person nominated by such Director (HR) of the Corporation as aforesaid shall act as arbitrator hereunder. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement, subject to the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

B] The Award shall be made in writing and published by the Arbitrator within two years after entering upon the reference or within such extended time not exceeding further twelve months as the Sole Arbitrator shall by a writing under his own hands appoint. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish the Award within the period referred to herein above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the Arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitrator Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceedings, shall be entitled to prefer a cross-claim, counter-claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (HR) for such counter-claim, cross-claim or set off and the

Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made to the Director (HR).

The Arbitrator shall be at liberty to appoint, if necessary, any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.

The Arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular shall be entitled to make separate awards in respect of claims or cross-claims of the parties.

The Arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one of the parties to deposit funds in such proportion to meet the arbitrator's expenses whenever called upon to do so.

The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.