

Special Terms and conditions for running the Canteen in IPGCL/PPCL:

1. Contractor has to operate canteen/extension counters/mobile counters in IPGCL/PPCL(No. of extension counters shall be 2 and Mobile counters shall be 4 copy placed at Cs-56).
2. Contractor shall be permitted to carry on business of providing canteen services only within the above specified IPGCL/PPCL premises.
3. The contractor have to submit EMD amount of Rs. 20,000/- in f/o IPGCL. On award of contract security deposit of Rs. 1,00,000/- will be made by the successful vendor.
4. Contractor should have three year experience in running of canteen.
5. That the canteen property and other items of furniture, appliances/equipments etc. shall be used only for the purpose aforesaid, failing which the IPGCL/PPCL shall have the right to terminate the contract. Contractor shall be required to replace items of same quality as provided to him for canteen services in the event of their misplacement, theft etc.
6. Following items shall be provided by IPGCL free of cost:
 - a. Deep Freezer
 - b. Display Showcase.
 - c. Furniture.
 - d. Refrigerator.
 - e. Microwave Oven.
7. That neither this contract nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet nor shall allow any other person to occupy the whole or part of the premises.
8. NOC/Any certificate required for Gas Cylinders shall be provided by IPGCL.
9. The contractor shall keep the premises in a clean, hygienic, sanitary and in tenable conditions and shall be liable to pay the cost and compensation for any damage caused to the premises under licence and the premises adjacent to it and shall not be entitled to make any alteration in the premises without the permission of the IPGCL/PPCL in writing and in accordance to the condition.
10. That Contractor shall abide by the rules, terms and conditions of the IPGCL/PPCL issued from time to time and such rules and conditions shall be deemed to be incorporated and form part of this contract deed.
11. The contractor shall be liable to pay all charges to municipal authority/local body/statutory authority payable towards service charges for use and occupation of canteen premises provided by the IPGCL/PPCL in connection with running of the canteen.
12. That contractor agrees to obtain all relevant licence certificate etc from Municipality and Govt./local Administration at his own cost and shall keep them revalideated from time to time.
13. That no structural alterations in the canteen property shall be permitted except in accordance with the scheme and design and consent of the IPGCL/PPCL.
14. That the IPGCL/PPCL or any of its duly authorized representatives(s) shall have the right at all times to visit the canteen & extension counters to inspect canteen property and functioning. If upon inspection it appears that any repairs are

- necessary, the IPGCL/PPCL shall execute at own expenses. In case of observation of any discrepancy in the functioning of the canteen Contractor agrees to rectify the same as may be instructed by the IPGCL/PPCL.
15. The quality of the raw materials to be used for preparation of food in the staff canteen should be of highest standard and fresh. Contractor has to provide food sample to the IPGCL official on demand for quality check.
 16. The persons associated with preparation and distribution of food will be required to undergo periodical medical checkups to rule out the possibilities of communicable disease/infection diseases and anybody found suffering from such has to be kept out of engagement till he/she is fully recovered.
 17. There shall be no compromise on the quality of food supplied by the contractor and if any such incidence or food adulteration is found, action deemed fit, including termination of the contract/black listing of the firm/forfeiting of the security amount of Rs. 1,00,000/- shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply.
 18. All the employees, representative engaged by Contractor in connection with the performance of licence agreement shall be under the complete control of Contractor and not be deemed to be the employees of IPGCL/PPCL and nothing contained in this agreement shall be construed to create any contractual relationship between such employees and IPGCL/PPCL.
 19. The contractor shall not employ any minor person below 18 years of age for the canteen work. All persons engaged/employed should be insured under Workmen's Compensation Act.
 20. Contractor shall be primarily responsible for all payments to be made under and for the observance of labour regulations under various labour legislations and any breach shall be deemed to be breach of the licensee agreement. This includes Contractor responsibility in respect of Workman Compensation Act, EPF Act ESI Act, Factory Act, Contract Labour (Regulation & Abolition) Act, Minimum Wages Act, and Payment of Wages Act etc.
 21. Contractor shall at its own cost arrange and provide for the safety, health, sanitary and other labour welfare measures etc. prescribed under various labour legislations including the Factory Act and shall strictly comply with regulations made there under in respect of all the employees in the work for running the canteen. Non observance/any breaches there of shall be deemed to be a breach of the licence agreement. Contractor shall keep exhibited site regulations setting out rules to be observed in the execution of the licence agreement at site and comply therewith. Such site regulations shall include workers safety, health, sanitation, accommodation, arrangements, security, gate control, fire prevention and other welfare measures etc.
 22. (a) That Contractor shall arrange L.P.G Gas for cooking.
(b) Electricity and water used for running of canteens shall be provided by IPGCL/PPCL free of cost up to 2000 units per month beyond which it shall be chargeable at applicable rates.
(c) Basic infrastructure, Lights and fans will be provided by IPGCL/PPCL. Crockery & cutlery is the responsibility of the contractor. Phone extension will be provided by IPGCL/PPCL.

- (d) The contractor shall arrange his own manpower for Sweeping and cleaning of the canteen. Soap at wash basins and uniform with name plate for canteen workers will be made available by the contractor.
23. The canteen services shall be self service. However, the used plates, crockery etc. will be collected by the staff of Contractor.
 24. Contractor shall engage requisite persons for running and maintenance of the canteen in hygienic and orderly manner. For the gate passes police verification of workers shall be arranged by the contractor. The accommodation of staff shall be arranged by the contractor only. Contractor shall also keep a suggestion/complaint box in front of each canteen/extension counters/mobile counters in IPGCL/PPCL.
 25. Contractor shall maintain a register, wherein the attendance of his employees shall be marked daily. The IPGCL/PPCL through its authorized representative shall be entitled to check the register at any times. IPGCL/PPCL or his authorized representative shall be entitled to check, inspect payment of wages and other benefits to the employees of Contractor and Contractor would submit a copy of the acquittance roll duly certified to IPGCL/PPCL every month on the same or the next day, on which the payment to his staff has been made by the Contractor.
 26. Contractor shall ensure deposit of his own share of PF as Employer and share of the Member employees so deployed by it on the job/work, as required under the EPF Act with the office of R.P.F.C. every month and shall submit a receipt of the same concerning the period in which the job of running the canteen under the contract agreement is carried out. It shall also be ensured by Contractor that the documentary proofs/records of attendance of labour deployed by him and the wages distributed to them, the deposit of premium towards insurance under the ESI Act and W.C. Act every month are regularly submitted to IPGCL/PPCL during the period of contract.
 27. Contractor shall arrange for proper maintenance and cleanliness of the uniforms issued to the staff working in the canteen. All staff working in the canteen shall wear uniform with identification of firm and individual.
 28. That Contractor shall be responsible for conduct and behaviour of his staff and any loss or damage to IPGCL/PPCL moveable or immovable property shall be made good by Contractor to IPGCL/PPCL immediately.
 29. The contractor shall sell items in the canteen against cash payment. He shall not make any sale on credit except with the permission of the IPGCL/PPCL.
 30. The IPGCL/PPCL shall provide space for storing of raw/cooked material, space for cooking and preparation of eatable items, space for eating and distribution of eatables etc. IPGCL/PPCL shall have every right to change the licensed premises for the running of canteen, for storing raw/cooked material etc. to any other place at any point of time as IPGCL may deem necessary and Contractor shall have no right to object to the shifting of the premises from one place to another.
 31. That Contractor shall keep a minimum of one week's stock of all raw materials required for preparation of food/beverage items in canteen. Green vegetables, eggs, bread and milk shall be procured fresh every day. The Contractor shall procure agmark material and Mother Dairy, Amul, Paras/DMS milk only and Sunflower/Ground Nut/ Soya Oil of reputed company. Contractor shall make available for random inspections by IPGCL/PPCL representatives the raw

- materials in stock and finished products and maintain all these items in hygienic condition and shall abide by IPGCL/PPCL's directives in this regard.
32. That in the event of lack of prompt services in providing Tea, snacks, lunch, dinner etc. at the canteen IPGCL/PPCL shall impose the liquidated damages of Rs. 100/- per day and Rs. 50/- per day for the canteen & extension counter respectively.
 33. That Contractor shall procure at his own cost good quality mugs, paper plates, utensils, crockery etc. in sufficient quantity to serve tea/snacks etc. in the canteen and extension counters.
 34. Cold Drinks and Packed snacks/biscuits/butter etc. of quality make can be sold in canteen/extension counters at prices not more than the printed price.
 35. That the IPGCL/PPCL reserves the right to modify the menu of items from time to time and may add/delete or reduce the no. of items to be served at any time during the currency of the contract.
 36. That it shall be responsibility of Contractor to keep the kitchen equipments and appliances provided by IPGCL/PPCL in working condition and that the expenditure incurred on the repair and maintenance of these equipments and appliances will be borne by the Contractor. The IPGCL/PPCL reserves the right to provide additional equipments and their repair and maintenance would be regulated as above. However, fans, coolers, room coolers, exhaust fan & lighting system shall be maintained by IPGCL/PPCL.
 37. Prices - Prices shall remain firm during the execution of the contract.
 38. Contractor shall indemnify and make harmless IPGCL/PPCL, its employees against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the IPGCL/PPCL by reason of any act or omission of the Contractor, its agents or its employees in the execution of the work of running the canteen under this contract.
 39. If any action in Court is brought against IPGCL/PPCL or any Officer of the IPGCL/PPCL, for the failure or neglect on the part of the contractor to perform any act, matters, covenants or things under the contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, its employees, Contractor shall in all such cases indemnify and keep the IPGCL/PPCL harmless from all losses, damages, expenses arising out of such action.
 40. Period of Contract - The Contract shall be initially valid for one year and will be extended for another year subject to satisfactory performance of the contractor.
 41. Timings: 7 A.M to 10 P.M.
 42. Evaluation criteria: L-I bidder shall be decided on Overall L-I basis after calculating rates as per the weightage of group.
 43. **TERMINATION**
 - (a) The IPGCL/PPCL shall have the right to terminate the contract deed before the expiry of the contract period without assigning any reasons by giving a prior notice of thirty days and contractor shall not have any claim against the IPGCL/PPCL for such termination.
 - (b) If any time it is found that the quantity and quality of food stuff, supplied by the contractor or the service rendered by the contract are unsatisfactory or that

- Contractor has violated terms and conditions of contract, the IPGCL/PPCL reserves the right to terminate the contract without notice at any time.
- (c) In the event of Contractor commits any breach of terms and conditions contained herein and/or required to be observed by the Contractor, the IPGCL/PPCL shall be at liberty to terminate the contract forthwith without any notice and without prejudice to the right and remedies available to the IPGCL/PPCL against the Contractor.
 - (d) On expiry of termination of this contract, Contractor shall pay to the IPGCL/PPCL all dues, as may be payable by him to the IPGCL/PPCL and hand over the canteen premises with all fittings and fixtures and all utensils, furniture, kitchen equipments etc. which are issued initially and also from time to time. In case of default by the Contractor, the IPGCL/PPCL shall be entitled to recover such dues and the cost of missing items from any amount due to IPGCL/PPCL.
 - (e) Subletting of contract is not allowed.

44. **ARBITRATION CLAUSE:-** Except where otherwise provided for in the contract all questions and disputes relating to meaning of the terms and conditions and instructions herein before mentioned and as to the performance of the contract as to any other question, claim, right matter whatsoever in any way arising out of or relating to the contract, instruction orders or these conditions concerning the running of the canteen or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof shall be referred to a sole arbitrator to be appointed by the GM (HR) IPGCL/PPCL for the purpose. There will be no objection if the arbitrator so appointed is any employee of the IPGCL/PPCL and that he had to deal with the matter to which contract deed relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, the GM(HR) IPGCL/PPCL shall appoint another person to act as arbitrator in terms of this clause. Also terms of this contract that no person other than a person appointed by GM (HR) IPGCL/PPCL as aforesaid should act as sole arbitrator and for any reason that is not possible the matter is not to be referred to arbitration at all. Subject, as aforesaid, to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification/re enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause together with the amount or amounts claimed in respect of each such dispute. It is in terms of this contract deed that the party invoking arbitration shall specify the dispute/disputes to be referred to arbitration under this clause. The arbitrator may from time to time with the consent of the parties enlarge, the time for making and publishing the award. The work under contract deed shall, if reasonably possibly, continue during the arbitration proceeding and no payment due or payable to Contractor shall be with held on account of such proceeding. The arbitrator shall be deemed to have entered on the reference on the date of issue, notice to both the parties fixing the date of first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The

venue of arbitration shall be New Delhi. This award of the arbitrator shall be final, conclusive and binding on all parties to the contract deed.

45. **JURISDICTION:** The competent court within the limits of Delhi shall have conclusive jurisdiction in matters arising out of this contract deed.