

नेशनल फर्टिलाइजर्स लिमिटेड, बठिंडा-151003

मानव संसाधन बिभाग

Ref. No. NFB/HR/36/20/2022-24 dated 13.01.2022

Name of the Work: **Providing Canteen Services on round the clock basis in NFL, Bathinda plant 2022-24.**

NO. NFB/HR/36/20/2022-24

Dated: 13.01.2022

NOTICE INVITING TENDER

Sealed quotations are invited from experienced parties in two-part Bid System for **providing Canteen Services on round the clock basis in NFL, Bathinda** plant having a staff strength of approximately 1000 including NFL Employees, CISF and contract labour working with various contractors, as per the following details: -

Sr No	NIT No.	Tender Fee (Non-Refundable)	EMD ₹	Overall Time of Completion	Last date & time for		
					Issue of Tender documents	Submission of sealed tenders	Opening of Tenders (Technical Bids)
1.	NFB/HR/36/20/2022-24	₹ 200/ (Rupees Two Hundred Only)	₹ 10,000/- (Rupees Ten Thousands Only)	02 Year	11.02.2022 upto 1500 hrs	11.02.2022 upto 1530 hrs	At 1530 hrs on 11.02.2022

Tender documents (non-transferable) can be had by the contractor or his duly authorized representative from the office of the undersigned as per above schedule on submission of Tender Fee. Tender fee (non-refundable) and earnest money shall be paid in the form of E-transfer through RTGS/NEFT. Bank Details are as following:

Name of Bank: State Bank of India, Sibian Branch, Bathinda
Account type: Cash Credit
Account No: 11430301916
IFSC Code: SBIN0003591

Tender documents can also be downloaded from our website www.nationalfertilizers.com and prescribed tender fee to be paid.

NFL reserves it's right to open the Price bids of only such contractors who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids. NFL further reserves it's right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.

NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.

The offers received after scheduled date and time of submitting the offer would be out rightly rejected.

For & on behalf of
National Fertilizers Limited, Bathinda

(A. K. Pandey)
Dy.General Manager (HR)

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Bathinda plant 2022-24.**

TENDER FORM

To

Dy. General Manager (HR)
National Fertilizers Limited,
BATHINDA (PUNJAB).

Sir,

I/We hereby submit tender for running a Canteen in your factory premises as per tender documents separately signed and accepted by me/us, at the per item rates quoted by me/us in Annexure-IV in accordance with Notice Inviting Tender, terms and conditions of Tender, other documents and papers as detailed in the tender document/Work Order and any other document received by me later on.

a) Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document /Work Order etc. and in default thereof, pay to the owner or its successors or its authorized nominees such sums of money as are stipulated in Terms and Conditions contained in the tender document/Work Order.

b) I/We confirm having deposited the Earnest Money of Rs.10,000/- (Rupees ten thousand only) vide Demand Draft No. _____ dated _____ in favour of National Fertilizers Limited, Bathinda.

c) If I/We fail to commence work specified in the tender documents, or I/We fail to deposit the amount of security deposit specified in the Tender Document, I/We agree that National Fertilizers Limited shall forfeit the said earnest money. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to remit security Deposit amount as aforesaid or to execute an agreement or to start work as stipulated in the tender document/perform the contract faithfully.

Dated the _____ day of _____

Signature of Witness
Name in block letters
Address

Signature of Tenderer
with the seal of the firm
Address

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Tender document for providing canteen services in NFL, Bathinda Plant

1.0 Sealed quotations are invited from the parties fulfilling the eligibility criteria; in 2-part bid system i.e. Part-I Techno-Commercial Bid and Part-II Price Bid for providing canteen services as described in the Clause No.5. The Tender shall be submitted in three separate covers as under:

A) **Cover No. 1**, super-scribing as "EMD for tender for providing canteen services" should contain Tender fee of Rs.200/- (Rs. Two Hundred Only) and EMD of Rs.10000/- (Rupees ten thousand only) in the form of E-transfer through RTGS/NEFT. Bank Details are as following:

Name of Bank: State Bank of India, Sibian Branch, Bathinda
Account type: Cash Credit
Account No: 11430301916
IFSC Code: SBIN0003591

B) **Eligibility Criteria : Cover No. 2**, shall contain the following documents to ascertain the eligibility criteria:

1. Proof of at least two years' experience of satisfactory performance during the last seven years of catering services/having run an industrial canteen.
2. Copy of PAN number.
3. Self-attested copy of PF Account Code number.
4. Self-attested copy of ESI Account Code number.
5. Tender Document duly signed on each page by the tenderer.
6. Techno Commercial Bid (Annex. I) , Declaration in Annex. II and Annex. IV of NIT duly completed and signed by the Tenderer.

The envelope containing above documents should be super-subscribed as "**Commercial Bid**".

C) **Cover No. 3** shall contain **Schedule of Rates** (Annexure-VI) of the Tender document duly filled in **figures and words** and signed by the tenderers and no commercial condition. The envelope shall be super-scribed as '**PRICE BID**'.

There should not be any cutting or overwriting in the tender and the person signing the tender should sign cutting or overwriting, if any.

2.0 On the date fixed, Techno Commercial Bid will be opened at the first instance in the presence of parties who wish to be present. The Techno-commercial bids so opened shall be scrutinized.

2.1 Price bids of only those tenderers will be opened on a later date, who fulfill and meet the eligibility criteria and submit the documents as stated above.

2.2 Tenders submitted without Tender fee / EMD and conditional tenders would be rejected out-rightly.

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- 2.3 Tenders received late or incomplete are liable to be rejected. NFL will not be responsible for any loss due to late receipt or non-receipt of any tender by post.
- 2.4 NFL reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 2.5 Tenders received in unsealed/stapled or open condition or without super-scribed, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the Tenderer.
- 2.6 Validity of tenders will be 120 days from the date of opening of Technical Bids for the acceptance.
- 3.0 **SCOPE OF WORK**
- 3.1 The contractor shall be required to provide canteen services on round the clock basis, serve tea, coffee, snacks, breakfast, lunch dinner etc. at the quoted rates at fixed timings. But in case of planned shutdown of more than 10 days once in a year, the tea, snacks will have to be served at various 7–8 points in the plant on the rates settled in the work order, as per requirement for which no extra payment will be made by NFL to the contractor.
- 3.2 Prospective tenderers may visit the canteen site and make themselves conversant with the site conditions. Additional clarifications/information, if any, regarding the site, may be obtained by personal contact from the office of Manager (HR), National Fertilizers Limited, Bathinda. It would be presumed that the tenders have been submitted by the tenderers with full knowledge and satisfaction of the conditions at site, canteen facilities available and all other matters affecting the execution of Contractual obligations. No claims for extra charges on account of misunderstanding/confusion or otherwise on any account will be allowed later on.
- 3.3 The quoted rate shall be firm throughout the contract period including any extended period and shall not be subjected to any sort of escalation as enacted by either the local bodies/municipal corporation/State or Central Government for either labour or the materials.
- 4.0 **NFL'S RESPONSIBILITY:**
- 4.1 NFL shall provide the Canteen Building with all fittings and fixtures to the Contractor on token license fee of Re.1/- (Rupee one only) per month. Items such as utensils, freezer, hot case, empty LPG cylinders/equipments etc., may be provided to the canteen contractor free of cost.
- 4.2 The water and electricity for lights, fans and canteen (kitchen) equipments, except for use as fuel for cooking, will be provided by NFL to the canteen contractor free of charge.
- 4.3 The cost of minor repairs of canteen equipments such as furniture, SS Plates (Thalies), Tea Urns and any other equipments required for satisfactory performance of the contract shall be borne by NFL.
- 4.4 In case NFL has to incur any expenditure for any default of Contractor or his employees in defending himself or his employee(s) from any suit/litigation or otherwise on any account where NFL is also made a party as Principal Employer,

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the amount incurred by NFL on account of penalty, fine, legal charges, etc., the same will be recovered from the Security Deposit of the canteen contractor.

- 4.5 In the event of contract being terminated earlier or otherwise on the expiry of the contract period, NFL shall be entitled to restrain the contractor and his employees from entering the premises of NFL.
- 4.6 For any type of default on the part of the contractor in providing Canteen Services as defined under various clauses of this NIT, a penalty of Rs. 200.00 per day shall be imposed for each default.
- 4.7 In case of repeated defaults by contractor and if NFL is satisfied that the quality of canteen items supplied by the contractor or the services rendered by the contractor are unsatisfactory or in the event of contractor committing breach of any terms and conditions laid down in the contract and/or required to be observed and performed by the contractor then in that event, NFL will be at liberty to terminate this contract at any time without assigning any reason, whatsoever, and without notice. In that case NFL shall be entitled to forfeit the amount of Security Deposit.
- 4.8 No subsidy or grant of any type will be given by NFL.

5.0 **CONTRACTOR'S RESPONSIBILITY:**

- 5.1 The contractor shall be responsible for the safe custody of all the items handed over to him and also the fittings and fixtures in the canteen building. All the major repairs and replacement of canteen equipments shall be borne by the contractor in the manner as decided by NFL. In case the contractor fails to do so, NFL shall be at liberty to recover the replacement cost from the security deposit.
- 5.2 The prices of all the items shall be as quoted by the contractor in the tender and accepted by NFL Management, the same shall be displayed on the Notice Board in the Canteen by him. In case he wants to introduce any new/additional items of snacks, food, beverages, etc. he will seek prior approval of NFL Management.
- 5.3 The contractor shall use cooking gas in canteen/pantries. The cost of LPG cylinders used and their transportation charges will be borne by him. In case gas supply is interrupted, he shall have to make alternative fuel arrangements for cooking of canteen items.
- 5.4 The quantity and quality of the items, to be served by the contractor shall be as approved by NFL and NFL shall have the authority to lay down the standards/quality of the various items and also the quality of raw materials, ingredients, spices, etc. to be used in the preparation.
- 5.5 The contractor shall arrange to keep the snacks & sweets in his sales counter under jali cover.
- 5.6 The canteen contractor shall keep and ensure service of water, soft drinks, etc. in warm or cold condition as per seasonal requirement.

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- 5.7 The contractor shall recruit his own staff for providing all types of canteen services like cooking, serving, washing cleaning and sweeping etc. at his own cost and shall keep the canteen premises in neat, clean and hygienic conditions.
- 5.8 No employee of the canteen contractor shall be allowed to reside or stay in the canteen premises beyond his normal working hours.
- 5.9 If, in the opinion of NFL, any employee or employees of the contractor is/are found to be suffering from any disease or is found to commit any misconduct or to misbehave, NFL at its sole discretion may ask the contractor to remove such employee or employees without questioning the decision of NFL in this respect and NFL will be entitled to restrain such employee(s) from entering the factory and canteen premises.
- 5.10 The canteen contractor shall fill in a prescribed format of his workers affixing passport size photograph accompanied with complete particulars of their local and permanent addresses on prescribed proforma for issue of Gate pass by CISF in respect of each individual, as the same is required for their entry and movement into the factory premises.
- 5.11 The contractor shall ensure that no non-veg. item of food is cooked/prepared inside the canteen, as the canteen is totally vegetarian. He will also ensure that none of his employee smokes or drinks inside the canteen premises as the canteen premises has been declared to be a non-smoking/non-drinking area.
- 5.12 The contractor shall provide his workers two sets of uniform consisting of a pant and a shirt with CANTEEN as monogram affixed on right pocket of the shirt, immediately on commencement of work by him. He will also ensure that his employees come in proper, clean and ironed uniform.
- 5.13 The contractor shall provide head gear/cook's cap, apron, scarf, towel, kitchen duster etc. to the kitchen staff as per norms prevalent in the catering establishment/industry.
- 5.14 All the employees required to work in the canteen shall be physically and medically fit and shall be free from all communicable, contagious, infectious and other diseases and shall submit themselves to NFL Medical Authorities from time to time for such periodical medical examinations as required under Factories Act and rules framed there under and decided by NFL.
- 5.15 The contractor shall not exhibit or cause to exhibit in the canteen premises any printed or written notices/pamphlets or advertisements of any kind, whatsoever without the prior permission of NFL.
- 5.16 The contractor shall safely keep a Suggestion/Complaint Book at a conspicuous place in the canteen and the same shall be open to inspection by officer in charge as may be authorized by NFL.

6.0 SECURITY DEPOSIT AND BANK GUARANTEE:

The contractor will remit security deposit of Rs.25,000/- (Rupees Twenty Five thousand only) in the form of E-transfer through RTGS / NEFT in the Bank Account as mentioned in Clause 1, within ten days of issue of LOI / Work Order whichever is earlier, otherwise interest @ prevailing SBI – 1 year MCLR plus 1% for the complete

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month from the date of issue of LOI/WO will be charged for delay period, which shall remain with NFL as Security Deposit against faithful performance of contract by him, and for effecting any recovery towards damages/loss of any canteen items handed over to him by NFL at the time of expiry of contract. The EMD can also be adjusted towards security deposit. The security deposit will not earn any interest. It would be refundable after obtaining "No objection certification" from executive department and after three months of the successful completion of the contract and extended period, if any.

OR

The tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for a period of 18 months (contract period plus defect liability period) plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through vendor / contractor.

The Vendor/Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP-201301, IFSC Code: ICIC0000031, as per following details:

- i) IFN 760 COV for issuance of bank guarantee.
- ii) IFN 767 COV for amendment of bank guarantee.
- iii) Issuing bank shall mention IFSC Code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.
- iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV

TIMINGS:

7.0 The distribution of breakfast, lunch and dinner shall be done at the following timings on all days, which will be on pre-booking basis.

Breakfast	07:30 AM	to	09:30 AM
Lunch	12.30 PM	to	02:00 PM
Dinner	08.30 PM	to	10:00 PM

However, above timings can be changed at the discretion of management.

8.0 STATUTORY OBLIGATIONS/REQUIREMENTS:

8.01 TAXES AND DUTIES

The rates to be quoted by the bidder must be inclusive of all duties, taxes but EXCLUDING GST as applicable on the present contract. GST, if applicable for the work under the present contract, shall be reimbursed by NFL, and contractor shall charge the same in their bill.

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Any increase in GST rates during the delayed completion period shall be to contractor's account. However any decrease in GST rate during the delayed period shall be passed on to the NFL.

The rates quoted will be firm for the currency of the contract period and will not be subjected to escalation irrespective of any increase whatsoever. The rates quoted for materials, if any, are F.O.R. NFL, Bathinda and are inclusive of all taxes i.e. No GST will be paid as extra on the material.

Liability of NFL shall be restricted to the amount of GST only, and any interest / penalty etc. shall be to the contractor's account.

As per GST Law, normally the liability towards payment of GST lies with the service provider, so NFL is not liable for any non-compliance of the GST Law by the tenderer. However, in case the liability towards payment of GST, on services notified under the GST Law, lies with service receiver under Reverse Charge Mechanism (RCM), the Company (NFL) shall comply with the same as the service receiver.

Party shall issue the taxable invoice in the manner prescribed under the GST Act within 30 days from the date of successful completion of job/contract in case of full & final payment against 1st & final bill and within 30 days of billing period in case of annual rate contracts having provision for monthly R/A bills. In case of any difference between the taxable/assessable value and / or tax charged in the tax invoice is found, the contractor shall issue credit/debit note as the case may be in the manner specified in the Act, failing which NFL may withhold the payment till the rectification of such difference. Up loading of taxable invoice and credit/debit note shall be done by the contractor strictly within the period prescribed in GST Act so as to avail ITC by NFL.

GST, as applicable for the work under the contract shall be reimbursed by NFL after GST Invoice is uploaded and submitted on GST portal through GSTR-1.

In the event input tax credit of the GST charged by the contractor is denied by the tax authorities to NFL, then NFL shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice/Security Deposit. In addition, to the amount of GST, NFL shall also be entitled to recover interest and penalty, in case it is imposed by the tax authorities on NFL

8.02 SUBMISSION OF MONTHLY/FINAL BILLS:

The contractor shall submit the running monthly bills within 1st week of the following month to the executing department for verification and recommendations. After the completion of the entire job including clearance of the site to the entire satisfaction of the Engineer-in-charge, final bill shall be submitted for verifications by Engineer-in charge. In case the contractor fails to submit the bill by the last day of the following month, a penalty @ 1% of the billed amount or Rs.5,000/- (whichever is lower) plus GST as applicable thereon, for every month of delay or part thereof subject to minimum of Rs.1000.00 + GST shall be recovered from the bill.

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8.03 TERMS OF PAYMENT:

Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.

Payment of monthly running account bill shall be made after making necessary recoveries as per contract within 30days after receipt of bill by NFL, complete in all respects.

Payment of final bill shall be released within 60 days after receipt of bill by NFL, complete in all respects.

NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS–GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.

Payment of security deposit deposited/deducted from the bills shall be released after completion of job and expiry of defect liability/performance period.

The contractor has to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No.(All digits in case of CBS branches),Place of branch, Branch Code(IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.

- 8.4 In case any item being sold/displayed or kept in canteen is found to be adulterated or in contravention to the provisions of Prevention of Food Adulteration Act, Essential Commodities Act, it shall be the responsibility of the contractor and NFL will not be responsible for any such violation.
- 8.5 The contractor shall ensure safe and clean working conditions and also regular cleanliness/washing of the canteen area/ premises in use by contractor as well as dining halls and tables, chairs provided in the dining halls would be the contractor's responsibility.
- 8.6 NFL is a Chemical Hazardous Factory, as such persons deployed by the CONTRACTOR against the contract should be physically & medically fit and within the age group of 18 to 60 years. The CONTRACTOR shall submit medical fitness report issued from certified Medical Practitioner in this regard with respect to each person deployed by the CONTRACTOR at NFL.
- 8.7 The contractor will engage his own labour for execution of the contract job and the contract labour, so engaged, shall be employees of the contractor for all purposes whatsoever and shall have no relation or concern with NFL in any way. The contractor will issue appointment letters to his employees engaged for execution of contract job specifying period of their engagement in consonance with the contract period.

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The contractor shall not make any commitment, in any manner, of whatever nature to the contract labour engaged by him for execution of the contract job regarding continuance of their engagement at NFL site or involving present or future financial implications.

- 8.8 The CONTRACTOR shall be required to pay minimum wages as fixed and revised by the Appropriate Govt. i.e. Central Govt./State Govt. from time to time under the "Minimum Wages Act; 1948".
- 8.9 The Contractor shall pay wages, within the stipulated period, to the persons employed by him under the Contract, wages at rates not less than the stipulated minimum wages in accordance with the notification issued by Appropriate Government from time to time with respect to the work performed/ rendered, without any distinction of caste/ creed/ religion/ gender and also ensure to deduct and deposit the applicable contributions - employee as well as employer w.r.t EPF, ESI, and other applicable contributions with the concerned Authorities/ department within the due date. Clearance / settlement of RA bills/ payments of the contractor will be subject to submission of documentary evidence w.r.t. the statutory compliances to the satisfaction of the NFL.
- 8.10 The contractor shall pay all the wages only by cheque or by crediting the wages in his/her bank account through NEFT/RTGS.
- 8.11 In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then in terms of Section 21 (4) of CLRA Act, NFL shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Besides, 10% of the amount so paid by NFL shall be deducted / recovered towards departmental charges from the bills/amount payable to Contractors.
- 8.12 The provision of EPF & MP Act, 1952 and Rules scheme there under shall be applicable to the CONTRACTOR and the employees engaged by him for the WORK. The CONTRACTOR shall furnish the PF code allotment Letter issued by the RPFC Authority, before commencing the WORK. The CONTRACTOR having PF code other than Bathinda should obtain PF sub code at Bathinda for the purpose of compliance in respect of deposit of Employer and Employee contributions of workers engaged by the CONTRACTOR for execution of their contract work in NFL, Bathinda.
- 8.13 The CONTRACTOR shall enforce the provisions of ESI Act and Scheme framed there under with regard to all his employees involved in the performance of the CONTRACT and shall deduct employee's contribution from the wages of each of the employees and shall deposit the same together with employer's contribution of such total wages payable to the employees in the appropriate account.
- 8.14 The successful bidder shall obtain Labour License, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, Bathinda before start of execution of contract work. The bidder should submit an undertaking in the following format :-

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As per provisions made under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the subject job "_____ (name of work)" from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Bathinda before start of execution of contract work.

- 8.16 In addition to above, the Contractor is required to **discharge all other statutory obligations and maintain registers and records under the various Labour Laws** enacted and amended by the Appropriate Government from time to time including Contract Labour (R&A) Act, 1970 & central rules enacted there under, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Factories Act, 1948, Employees Provident Fund (Misc. Provisions) Act 1952, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, The Workman's Compensation Act, 1923(in the absence of coverage of employees under Employees State Insurance Act, 1948), Punjab Labour Welfare Fund Act, 1965 or any modifications thereof or any other law relating thereto and rules made there under from time to time. (The above Acts are only illustrative and not exhaustive.)
- 8.17 The contractor shall comply with all Central, State laws and rules relating to the contract. The contractor shall, to the extent he is liable, comply with & give all notices required under any Government Authority, instrument, rule or order made under any Act of Parliament, State laws or any regulations or bye-laws of any local authority relating to the contract. The Contractor shall, to the extent that he is liable to pay and indemnify NFL against any liability in respect of any fee/ charges/ fines/ penalty payable under any Act of Parliament, State Laws or any Govt. instrument, rule or order or enactment, any regulations, bye-laws of any local authority in respect of the contract awarded.
- 8.18 Contractor shall also indemnify NFL for any loss, damage suffered by NFL due to any default or action or inaction or commission or omission or failure on the part of contractor/ his workers or any person of the contractor's Company.
- 8.19 Wherever, Civil Work is carried out by the CONTRACTOR /Sub CONTRACTOR, the CONTRACTOR /Sub CONTRACTOR is required to register themselves, maintain registers and records and to discharge all other statutory obligations as per provisions under the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 & the Building and other Construction Workers Welfare Cess Act, 1996 and the Rules enacted there under by the appropriate government i.e. Central /State from time to time.

9.0 GENERAL TERMS & CONDITIONS

- 9.1 The contractor shall not assign/sub-contract the canteen or any part thereof or allows any person to be interested therein, to work in any manner, without prior written approval of NFL.
- 9.2 The Canteen services shall be supervised by the Contractor either by himself or by his Supervisor.
- 9.3 The canteen premises will be in possession of the NFL and the contractor will only be permitted to enter and stay in the premises to run the canteen. If at any time, the contract is terminated or the contract comes to an end or if NFL decides that the

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contractor should not be allowed to run the canteen, in that event, NFL will be entitled to restrain the contractor and its employees from entering the factory premises as well as the canteen premises. That the contractor will only be permitted to use NFL canteen building for running of canteen and he will have no right or interest in the canteen premises because of the permission granted to the contractor to supply articles as per the terms of the contract.

- 9.4 The contractor shall use the canteen premises for the purpose of execution of this contract only and he shall not make or permit anyone to make any structural additions or alterations to the same without the prior written approval of NFL.
- 9.5 The contractor shall allow the authorized representatives of NFL to enter the canteen premises in order to inspect and execute any structural additions or repairs to the building, electricity, water and sanitary fittings from time to time and according to their approved plan.
- 9.6 The representatives of NFL will be authorized to inspect the kitchen or the place where, snacks, tea/coffee etc., are prepared and will also be entitled to have inspection of the raw materials to be used for the aforesaid purpose. In the event of rejection of any raw materials by NFL representative(s) the contractor will not supply the prepared food of such rejected raw materials.
- 9.7 NFL shall appoint a Canteen Management Committee which will provide consultation from time to time in respect of such matters as may be specified in this regard and the contractor shall be liable to implement the decisions taken in the Canteen Management Committee meetings.
- 9.8 The canteen contract will be awarded for a period of two years. However, NFL Management reserves its right to extend the contract in case of exigencies, on the same rates terms and conditions for a period upto 3 months and thereafter subject to the mutual consent between NFL and the canteen contractor.

10.0 CONCILIATION & ARBITRATION:

FOR INDIAN PARTIES

“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or breach thereof shall be resolved amicably through negotiations by the parties. A “Notice of Dispute” shall be given by the party seeking resolution of a dispute to the other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through Designated Authority (CMD / Functional Directors/ Unit Head).

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

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Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration exceed Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate of SBI PLR / Base Rate applicable to NFL on date of award of contract.

"The Seat and venue of Arbitration shall be at Bathinda".

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

Arbitration for Foreign Vendors /Parties:

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration rules of Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

"The Seat and venue of Arbitration shall be at New Delhi, India".

The language of the Arbitration shall be English.

This contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India.

Arbitration for CPSEs and Government Department:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (other than those related to taxation), such disputes or differences shall be taken by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018."

11.0 CONTRACTOR TO EXECUTE AGREEMENT

The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between

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the Tenderer and NFL, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of appropriate value, i.e. Rs.100.00, with NFL within 10 days (Ten days) of receipt of the Letter of Intent by him. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor.

Contract agreement shall be duly signed on the date of signing / execution, by both the parties.

12.0 JURISDICTION:

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Bathinda (Where this contract has been signed on behalf of owner) and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and or proceedings(s) to the exclusion of all other courts.

13.0 The contractor shall honour canteen coupons if issued to the employees, which are usable at Canteen, Cooperative Store or any other shop specified by the Management.

14.0 The quantities mentioned in Annexure-III (Part-A & B) are merely estimated one and actual sale/consumption may depend upon demand from the employees and may vary to any extent. NFL, however, does not ensure/guarantee for sale of snacks, eatables, lunch, dinner or any other item.

15.0 Undertaking regarding registration under GST Act may be given by the bidder as per Annexure-IV.

16.0 If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing / rigging / influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present / future tenders upto a period of 2 years.

17.0 EVALUATION CRITERIA:

The tenders submitted by the prospective tenderers would be evaluated on the basis of rates quoted in Part-A of Annexure-III "on over all basis" for example:

Estimated quantities * rates quoted by tenderer in Part A of Annexure III

Dy. General Manager (HR)

Encl. Annexure- I, II, III, IV, v & VI

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ANNEXURE-I

TECHNO COMMERCIAL BID

Details of documents and experience in running Industrial canteen for two years during the last seven years:

Sl. No.	Description	
1	Proof of at least two years' experience of satisfactory performance during last seven years of catering services/ running Industrial canteen	
2	Proof of PAN No.	
3	PF No. alongwith the Proof thereof.	
4	ESI No. alongwith the Proof thereof.	
5	Whether Tender Documents submitted duly signed on each page	
6	Whether any relation is working in NFL, if yes, give details.	
7	Whether Declaration attached as per Annex.II.	
8	Details of Tender Fee & EMD Submitted	Transaction No. Date: Amount Rs.
9	Undertaking regarding Labour Licence as per para 8.14	

Dated:

Signature of the Co./Firm (Seal)

ADDRESS: _____

Mobile No. _____

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ANNEXURE II

(To be kept in Envelope No. II)

(An Affidavit in **original** on Non-judicial Stamp Paper of Rs.100.00 duly attested by Notary)

AFFIDAVIT

With reference to NIT No. NFB/HR/GH/2021 Dated 13.07.2021 of National Fertilizers Ltd., Bathinda for the work of _____ I, _____ S/o Sh. _____ R/o _____ do hereby solemnly affirm and declare as _____ (Proprietor / Partner / Authorized signatory of the firm) on behalf of M/s _____ as under :-

- i) That my / our firm / sister concern etc. has not been black listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 2 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That the deponent is holding documents like PAN No. _____, Goods & Service Tax Registration No. _____, Provident Fund A/c No. _____, ESI No. _____ and Bank A/c No. _____ etc. in the name of firm (Sole proprietorship or Partnership or company, as the case may be)
- iv) That my information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

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ANNEXURE- III

Requirement of GST Number

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy thereof as a documentary evidence. Further in case the registration is not applicable under GST Act, the same may be confirmed. So following undertaking may be given by bidder:

UNDERTAKING

Whether Registration certificate obtained : Yes / No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the NFL.

(Signature & stamp of bidder)

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ANNEXURE- IV

(To be submitted in Envelope No. II)

DECLARARTION-FORM-I

DGM / Chief Manager (___)

National Fertilizers Ltd.

Bathinda

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of “_” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS / EFT from your Bank i.e. SBI, Bathinda, Branch IFS Code: SBIN0003591. Details of my/our Bank A/c No. is as under:

Bank A/c No. (In SBI / any Nationalized Bank)	
Type Account (Current A/c or Saving A/c)	
Name of the Bank	
Address of the Bank & Branch	
Branch Code:	
IFSC Code	

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Bathinda.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

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ANNEXURE- V

CISF GATE PASS CLEARANCE

Certified that M/s. _____ have deposited gate passes
issued _____ against _____ work _____ order _____ No.
_____ dated _____ for
_____ (Name of

the work). All gate passes have been deposited by the contractor. Nothing is outstanding
against this party as far as this work order is concerned.

Seal & Signature of the Contractor

Authorized signatory of CISF