

TENDER DOCUMENT
TENDER NO. KPPL/CC/796/2024

RUNNING OF KPPL INDUSTRIAL CANTEEN

KERALA PAPER PRODUCTS LIMITED
(A GOVERNMENT OF KERALA UNDERTAKING)

NEWSPRINT NAGAR – 686 616

DIST. KOTTAYAM, KERALA.

E-mail: contracts@kpplonline.in

CORRIGENDA / CLARIFICATION IF ANY TO THIS TENDER SHALL BE
PUBLISHED IN GOVT /KPPL WEB SITE ONLY.

TENDER DOCUMENTS FOR RUNNING OF KPPL INDUSTRIAL CANTEEN

TENDER NO.	:	KPPL/CC/796/2024
LAST DATE AND TIME FOR SUBMISSION OF BID	:	07/03/2025 15.00 HRS
DATE AND TIME OF OPENING OF PART I BID	:	07/03/2025 15.30 HRS
KPPL BANK DETAILS	:	Bank : Federal Bank Branch: Peruva A/c No: 11090200002986 IFSC: FDRL0001109

ENCLOSURES

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Part I**NOTICE INVITING TENDER**

KPPL/CC/796/2024

25/02/2025

NAME OF WORK: RUNNING OF KPPL INDUSTRIAL CANTEEN

Item Rate **Tender**, under **two-bid system** are invited from Competent Contractors, with sound financial capacity and satisfying pre-qualifying criteria for executing the following work in accordance with the terms and conditions specified in the tender document.

TENDER NO. & DUE DATE	DESCRIPTION	EMD & COST OF TENDER DOCUMENT
KPPL/CC/796/2024 DATED: 25/02/2025	RUNNING OF KPPL INDUSTRIAL CANTEEN.	EMD : ₹ 50000/- COST OF TENDER DOCUMENT: ₹ 590/- (Including GST)

Tender Documents can be downloaded from Kerala Paper Products Limited web site on or before the due date **07/03/2025**.

KPPL reserves the right to accept/reject any or all tenders at its own discretion without assigning any reason whatsoever. KPPL is not responsible for any delay in submission of bid on due date and time.

Bidders on their own interest should ensure that all the required documents are furnished. Tenders received without the relevant documents shall be summarily rejected. Bidders who don't comply with the conditions laid by KPPL will not be qualified in tender.

Price bid in the prescribed format of technically qualified bidders will only be opened.

KPPL is not bound to accept the lowest quotation and KPPL may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher or unacceptable.

Bidder should take into account any corrigendum published on the tender document before submitting their bid. Bidders are requested to go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Any bid will be considered as valid, only if it is submitted in the prescribed format given in the Bid document.

Bidders are requested to sign in each page of the tender document and submit.

KPPL may at its discretion, extend the deadline for the tender by amending the bidding document, in which case all rights and obligations of KPPL and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

Sd/-

FOR KERALA PAPER PRODUCTS LIMITED

HoD (Commercial)

1. Prequalification criteria

- a. Bidder should have experience in running the business of a Canteen or Restaurant or Food Catering Unit at least for a period of one year during the preceding 5 years from 31/12/2024 having served food for minimum 100 people lunch or dinner. Bidder must have certificate issued by FSSAI (Food Safety and Standards Authority of India).
- b. If the bidder is not having FSSAI certificate while submitting the bid, the bidder has to submit an undertaking that he will produce the certificate within 7 days, if the bidder is L1 in the tender.

A. Part I Bid

Part I Bid Evaluation shall comprises of two parts:

1. In person interview with the bidder for accessing the claimed capabilities.
2. Physical inspection of the facilities of the bidder, if needed.

Only those bidders recommended by the Committee, post the part I bid evaluation, shall be considered for the Part II (Price Bid) evaluation.

Documentary proof validating the above shall be submitted.

The Tender Documents shall be signed on every page and returned along with Part I of the tender as a token of acceptance.

It shall include the credentials of the contractor and necessary documents to satisfy the criteria for pre-qualification along with the prescribed EMD.

The bidder should furnish the following tender documents together with the details and certificate required therein.

- a. Detailed tender condition duly accepted.
- b. Details of the Bidder in the format enclosed.
- c. General conditions and special conditions of the tender duly accepted.
- d. Prescribed EMD. Offer received without EMD shall be summarily rejected.
- e. Details of work experience of the bidder as required along with Copies of the partnership deed (In case of a Partnership Firm). Copies of Work orders and completion certificate etc.

Pre bid inspection

Bidders are advised to visit site and the Officer In-Charge, KPPL and obtain details and other practices /patterns and practice of running the Canteen before quoting to have clarity on quote.

2 Submission of Bid

The bid is to be enclosed in two separate sealed covers superscribing clearly "Part I Pre-qualification bid" and "Part II Price bid". The tenderer shall clearly indicate his name and address as well as the Tender number date and name of work on top of the cover. Both the covers of Part I & Part II shall be enclosed in another sealed cover superscribing the name of the work and Tender number. Offers received contrary to this condition shall be rejected forthwith.

Part II – (Price bid) shall be opened only in respect of tenderers who are pre-qualified.

The date and time of opening of part II (price bid) shall be intimated to the pre-qualified tenderers.

It shall be the responsibility of the bidder to go through the tender documents carefully and submit all the relevant documents stipulated in the tender for evaluation. Pre-qualification of the bids will be based on the details furnished at the time of submission of the bid.

Price bid of the tenderers who are not pre-qualified shall be returned along with the EMD.

2. Part II (Price bid)

The bidder should quote item wise, unit rates and amount, both in figures and words in the prescribed column of the price schedule, and submit. The rate should be per unit basis including GST. Approximate quantity per day given in price bid, however the actual quantity per day will be informed on daily basis and accordingly the payment will be made. In case the bidder has quoted two different rates in words and figures for the same item, the lower of the two will be considered valid and binding on the bidder. Price quoted shall be firm for the entire period of contract and shall be inclusive of GST.

Sd/-
HoD(Comml)

ANNEXURE II**1. SCOPE OF WORK AND CONDITIONS OF CONTRACT.**

1. In KPPL there are about 300 employees working in 3 shifts and General shift, round the clock. The canteen is meant to cater them.
2. The Contractor shall run the Canteen in consultation with and in accordance with the directions and requirements as may be laid down by the Company from time to time and the Contractor shall be binding by such directions.
3. At the time of issuing work order, the maintenance of canteen is not completed, the contractor shall make suitable arrangements for preparing the food items at their own catering centre and serve hygienically and neatly. The catering centre has valid FSSAI certificate and license.
4. The contractor should intimate the HR department, the location of kitchen where food is prepared, which should also have FSSAI certificate.
5. KPPL will nominate an Official for surprise visit/ inspection at any time. The contractor has to maintain the kitchen hygienically.
6. The contractor should use good quality oil and double boiled rice for preparing food.
7. The Contractor shall make suitable arrangements to supply meals, breakfast, tea, coffee, etc at the Canteen and also at spots inside the Factory/Office as indicated in the Annexure on all days at specified timings fixed by the company during all the three shifts and General shift at the rates as agreed and shall supply such other items of eatables or food stuffs as may be directed by the Company from time to time at the prices agreed.
8. The Company shall provide the following on free of charge basis: -
 - (a) Facilities for the preparation and serving of Tea, Coffee, Meals etc.
 - (b) Furniture, Vessels, Utensils, Water and other equipments, as available with the Company and shall hand over to the Contractor under proper receipt.
9. Repair/Replacement charges on all the items mentioned in item 8 (a) & 8 (b) above will have to be borne by the Contractor, if the defects/damages are caused due to careless handling and or negligence by the Contractor or the workers engaged by him.
10. Electrical power should not be used for cooking purpose except in emergent situation with the approval of Competent Authority and the same shall be charged at the rate fixed by the Company from time to time.
11. Procurement of LPG for cooking purpose will be under the scope of the Contractor.

12. The Contractor shall ensure up keeping of the Canteen building, Canteen premises, Furniture, Utensils and all other equipments in clean and hygienic condition and in good shape. The Contractor shall keep and maintain at all times the Canteen and the premises (including the drains) around the Canteen and all articles therein in a clean and hygienic condition. The Contractor shall make necessary arrangements to clean the dining hall and kitchen every day in between 11.00 A.M. and 12.00 P.M and after dinner at 8.30 P.M.

If the Contractor fails to maintain proper standards of cleanliness / hygiene and, if any penalty is imposed on him by or at the instance of the public health authorities that by itself will be a valid ground for termination of the Contract without further notice to the Contractor and without prejudice to the Company's rights under this contract and under Law. If at any time the Company feels that the place is not kept clean, the places may be got cleaned at the risk and cost of the Contractor.

13. The Contractor shall supply food stuffs etc, solely to the employees of the Company or such other persons as may be authorized by the Company against payment through coupons or adopt any method in consultation with the Company. The Contractor shall not sell any food items, tea or coffee to anyone else other than those mentioned.
14. The Contractor can introduce new items only after consultation with the Company and at the prices approved by the Company.
15. **Payment** will be given on the basis of the actual number of items supplied. The monthly bill is to be submitted to the HR Department before 10th of the succeeding month for making payment, and payment will be released within 15 days of bill certification.
16. Cost of items supplied extra to the plants and offices for guests and during the shutdown work will be paid to the contractor on submitting the Guest coupons/Certificates.
17. The Contractor can employ required number of staff and workers by himself to operate 3 shifts and General shift. He shall fulfill and perform all obligations as employer to all of them. Such staff and workers employed or engaged by the Contractor shall not in any manner be considered as Company's employees and the Contractor shall always indemnify the Company against any claim or demand made by or on account of such staff or workers employed by the Contractor.
18. The Contractor has to submit Medical Fitness Certificate of the employees deployed in the Canteen.
19. Suitable Uniforms as approved by the Company shall be provided by the Contractor to those employees who are serving in the Canteen. The Contractor shall ensure that the servers and the cleaners appear in neat and clean dress. The food servers and cooks shall wash their hands in potassium permanganate lotion before handling foodstuff. The lotion shall be provided in a suitable place in the kitchen for the purpose. The Contractor shall be solely responsible for the safe conduct, behavior and activities of his workers. The Contractor shall make good to the Company any loss or damages due to any improper

- act or behavior of his employees. The canteen hall and its premises shall not be used for residential purpose, either by the Contractor or by his workers.
20. The Contractor shall not employ or engage any child labour or otherwise physically or mentally unfit person or persons suffering from any contagious disease in the Canteen. The Contractor shall not employ any person without prior permission of the Company. The Company shall have the right to direct the Contractor not to employ, engage or entertain any person found to be undesirable for any reason and the Contractor shall forthwith comply with any such directions. The Company shall also have the right to give directions to the Contractor to enforce discipline, cleanliness and good conduct of his employees.
 21. The Contractor shall observe and comply with the relevant provisions of all Labour and Industrial Enactment's as applicable to him and his employees and his establishment including E.S.I and P.F. Contribution and allied benefits under Provident Fund Act. The Contractor shall ensure payment of wages to his workers by fifth of every month and proof of having paid the wages shall be produced to the HR Department, who will issue Clearance Certificate before the monthly bill is released to the Contractor. All payments/expenses incurred by the Company in case of any failure on the part of the Contractor shall be compensated for and the due amount deducted from any amount payable to the Contractor under any contract will be treated as debt payable by the Contractor to the Company.
 22. The Contractor shall be responsible for the safe and careful custody and use of all such items entrusted to him. A duly authenticated copy of the inventory of all Vessels, equipments, etc, handed over to the Contractor shall be kept by him and it shall be his duty to keep it in safe custody and return the same subsequent upon the termination/expiry of the contract. Any loss, theft, damage or breakage of such equipment's shall be borne by the Contractor and shall also be intimated to the Company immediately.
 23. The Contractor shall allow free access to the officials authorized by the Government / Company to inspect the premises of the Canteen including Kitchen, server, store room, etc to determine the quality of the food prepared in the Canteen and also the hygienic and sanitary conditions in the places. He should make arrangement for physical verification with a view to determine the quality of the various items of foodstuffs supplied in the canteen.
 24. All taxes, contract fees, duties, charges and any other levies by the Government or any other authority arising out of or in connection with the running of the Canteen shall be paid by the Contractor.
 25. The Contractor shall maintain a suggestion book / Complaint box which shall be of easy access to the employees of the Company, and he is bound to inform details of such suggestion/complaint recorded therein to the Company for his consideration. Whether a suggestion is to be deemed or not shall be decided solely by the Company, copy of the same shall be sent to the HoD (HR&ES).
 26. The Contractor shall run the Canteen as per the terms and conditions herein stipulated for a period of **six months**, which can be extended on the basis of performance/evaluation. In case, the Contractor fails to run the Canteen for the agreed period successfully as per agreed terms and conditions, he shall be liable to pay damages to the Company @ ₹50,000 per month for the period for which he fails to run the Canteen unless otherwise the Contractor gives 60 days notice in writing showing valid ground for not

being able to run the Canteen. The Company has however the right to terminate the Contract earlier by giving 60 days notice without any claims for compensation. The hike in prices of commodities or any other loss incurred by him on account of running the Canteen shall not be deemed to be a valid ground for the termination of the contract. Service in the Canteen shall be as per the directions of the official(s) duly authorized by the Company.

27. Without prejudice to the provisions in Clause – 21 above, if under any circumstances the running of the Canteen is slackened, stopped or defaulted or the standard in the quality of food served is lowered, the Company in its absolute discretion may make arrangements to run the Canteen for and on behalf of the Contractor at his risk and cost without any liability or obligation arising in respect of the employees of the Contractor or in respect of any other matter.
28. If the Contractor commits any breach or default, the Company may cancel the contract at its discretion.
29. In case of any default on the part of the Contractor to supply any of the items in sufficient quantity and of good quality, the Company shall have the right to deduct a sum up to Rs.1,000/- for each day of default from any amount due to the Contractor in addition to the actual expenditure incurred by the Company to restore proper supply being recovered from the Contractor.
30. Any amount due from the Contractor from this Agreement shall be recovered under any other Agreement/ Contract between the Company and the Contractor.
31. The rates shall be firm throughout the period of contract and no escalation, in the rate is allowed in any circumstance.
32. The Contractor should verify and take charge of all the equipments and Installations in the Canteen from the Company and is responsible for the maintenance and upkeep including that of the periodical servicing as prescribed by the supplier. The contractor is responsible for all the inventories and equipments in the Canteen.
33. Contractor or his authorized representative who is empowered to take spot decision on all aspects of running the Canteen should be available at the canteen during all the 3 shifts A, B, C and General shift to sort out the problems, if any.
34. **TENDER EVALUATION & SELECTION OF BIDDER** - The contract shall be awarded to the lowest quoted bidder with/without negotiation as per the discretion of KPPL.

Bidder :

Sd/-
HoD (Commercial)

MENU**Full meals (Lunch & Dinner)**

1. Rice cooked (Double boiled) of required quantity
2. Parippu or Sambar or Puliserry or Pulincurry with a good concentration of dal and vegetables alternative days.
3. Thoran or Olan or Mezhukkupurati.
4. Avial or Teeyal or koottukary or Erisseri or Kichadi or Pachadi or kurukkukalan.
5. Pickle or chattni.
6. Boiled Jeeraka water or Karingali water.

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Tea / Coffee With or Without Sugar to be served from 01.45 hrs to 02.15 hrs

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Breakfast

First Day : Dosa (ordinary) 4 nos. with chutney/ Sambar and Tea with or without sugar.

Second Day: Appam (ordinary) 4 nos. with Kadala curry and Tea with or without sugar.

Third Day : Iddly 4 nos. with chutney/ Sambar and Tea with or without sugar.

Fourth Day : Puttu with Kadala curry and Tea with or without sugar.

Fifth Day : Dosa (ordinary) 4 nos. with chutney/ Sambar and Tea with or without sugar.

Sixth Day : Iddly 4 nos. with chutney/ Sambar and Tea with or without sugar. Seventh Day:

Appam (ordinary) 4 nos. with Vegetable curry and Tea with or without sugar

Approximate quantities per day is as below, however the actual number per day will be informed on daily basis and accordingly the payment will be made. Contractors are requested to quote their rates per unit basis inclusive of GST

Description	Per Day (Approx.)
Full Meal (Lunch and Dinner)	125
Breakfast	60
Tea	75

ANNEXURE III**SPECIAL CONDITIONS**

1. The Bidder has to quote his rates against each of the items as provided in the schedule.
2. The period of contract is for **six months**. However, KPPL reserves the right to extend the period of contract by another extended period on the same rates, terms and conditions.
3. The meals (lunch & dinner) and tea/snacks, coffee may be served / parcel at various locations/plants at specified timings as mentioned.
4. For guest coupon and extra supply of items such as Tea, coffee, snacks, etc, whenever required by authorized company official payment will be made.
5. For the transportation and supply of food items to various plant/ location, contractor will have to make his own arrangements for vehicle. Company will not provide any vehicle for the same.
6. Contractor shall use only good quality of milk for preparing Tea / coffee.
7. The contractor should maintain a daily Menu register, which is to be got countersigned by the concerned company officials.
8. Rice, Raw Rice, Oil, Tea, Coffee & Grocery used should be of good quality. The quality of all grocery/ provision shall be got approved by the concerned official. Re - use of cooking oil is strictly not allowed.
9. The contractor has to engage good and experienced cook(s).
10. Very high standards of hygiene and cleanliness shall be observed in operating the kitchen, the dining hall and connected services by the Contractor and workers engaged by him including those responsible for collection of used utensils and periodic disposal of waste and refuses as per the industrial standards.
11. The contractor shall be responsible for the quality of the eatables supplied and for the service.
12. The Canteen shall be for the exclusive use of the employees of Company and their guests and no outsiders will be allowed. In case of any food poisoning /contamination, the contractor will be held fully responsible and shall bear all the expenses caused due to food poisoning/contamination.
13. The contractor shall ensure that no hazardous or inflammable or any intoxicating material is stored in the canteen premises.
14. The contractor shall not sublet or assign the license or use the space provided for operating the canteen for purposes other than for operating a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen not shall be made or permit to be made any structural additions and alterations to the same without sanction of the Management.
15. The Contractor shall be responsible for all damages or losses to KPPL property by the operator himself or his staff and shall be liable to make good any such loss or damage except those due to reasonable use or wear and tear or such as caused by an act of God.

Bidder :

Sd/-

HoD (Comm)

ANNEXURE IV**Tender Conditions**

1. Tenders not received in time or incomplete in any respect, as well as conditional tenders are liable to be summarily rejected.
2. The decision of Kerala Paper Products Limited ("Company" for brevity) regarding the adequacy of experience, financial stability and other infrastructure requirement for carrying out the work within the prescribed period shall be final and binding on the bidders.
3. No tender can be withdrawn after it is submitted. The bidders will remain bound by the offer till the tenders are accepted/rejected by the company.
4. The tender shall be signed by the bidder himself or by his authorized agent. In the latter case, a certified copy of the power of attorney under which the said agent is authorized should also be filed. In the case of a firm, all the partners or such or any of them as are authorized under the deed of partnership should sign. In case a co-operative society, the tenders should be signed by a person duly authorized by its general body.
5. No page of the tender documents shall be removed or altered and the whole set of tender documents given must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in rejection of the tender.
6. The bidder shall quote rates both in figures as well as in words and in case the bidder has quoted two different rates in words and in figures, the lower of the two will be considered valid and binding on the bidder. All corrections and alterations made in the entries, by the bidder, must be attested with his/their full signature and date. Erasures and over-writings are not permissible and may disqualify the bidder.
7. The tender submitted by the bidders shall remain valid for acceptance for a period of 3 months from the date of opening of Part-II (price bid) of the tender. The bidder shall not be entitled during the said period of three months, without the consent in writing of the company, to revoke or cancel his tender or to vary the tendered rates given, or any terms thereof.
8. It is understood and agreed that contractor has after and visit to the site, satisfied himself to the nature of location of the work, the character, quality and quantity of the material to be handled, the character of equipment and facilities needed during the execution of works, the general and local conditions, in and all other matters which can in any way affect the works under the contract. No claim whatsoever on this account shall be entertained on a later date.
9. Accepting authority for the purpose of this contract shall be the Special Officer, Kerala Paper Products Limited, Newsprint Nagar P.O, Kottayam District or any officer authorized by him.
10. The acceptance of the tender will vest with the accepting authority, who does not bind himself to accept the lowest tender and reserves the right to reject all or any of the tenders without assigning any reason, whatsoever.
11. The EMD of the unsuccessful bidder will be refunded within a reasonable period of time. EMD will not

carry any interest. The lowest bidder will be deemed to be the successful bidder. If the successful bidder fails to accept the work order or fails to commence the work as stipulated in the work order, the EMD deposited by him shall be forfeited.

12. The company will not be bound to give any explanation or assign any reason for accepting or rejecting any tender. The company also reserves the right to further negotiate with all or any of the bidders with regards to the rates and terms.
13. The successful bidder, whose tender is accepted, will be intimated regarding the acceptance of his tender by a work order, issued by a registered letter/e-mail bearing the address mentioned in the tender. Within ten days of the issue of such intimation, the bidder should execute on a proper non-judicial stamp paper, to be supplied at his cost by him, an agreement in terms of the standard agreement form. If the contractor fails to execute the agreement and start the work within the said period of ten days or within such further period as the company may allow, the EMD furnished by the bidder shall stand forfeited and the acceptance of his tender shall be considered as withdrawn.
14. The bidder will be deemed to have studied all the conditions of the tender, conditions of contract and terms of the agreement as contained in the draft agreement and also will be deemed to have studied the state of things in respect of the work, before submitting the tender. The act of tendering shall be deemed to be a complete and unreserved acceptance of the clauses of the tender, contract, work order and draft agreement.
15. If the bidder is a firm, a copy of the deed of partnership and its registration certificate shall be filed with the tender form. If the bidder is a co-operative society, it should furnish certified copy of registration certificate from the Registrar of co-operative societies.

Bidder:

Sd/-

HoD (Commercial)

ANNEXURE-V

UNDERTAKING BY THE BIDDER

(To be submitted in bidder's letter head)

We have carefully gone through the terms and conditions attached along with this tender document and understood the same and hereby agree to abide by the same without any reservation.

The rates offered by us shall be firm without any escalation during the currency of the contract.

Signature of the Bidder

with Seal and Date

ANNEXURE VI**GENERAL TERMS & CONDITIONS OF CONTRACT**

- I. **Definitions and Interpretations:**
 - a) "Company" means Kerala Paper Products Limited.
 - b) "Contractor" means the individual, firm or a company, who has agreed to undertake certain specific work for the company on agreed terms and conditions.
 - c) Contract: shall mean the contract documents collectively, comprising of the Agreement, Tender Condition, General Conditions of contract, Special conditions of the contract, specification, time schedule of works, information and instructions to bidders, accepted schedule of rates, drawings, letter of intent and work order.
 - d) Work: means the work specified in the tender document and work order schedule.
 - e) Site: means the place or premises indicated by the company in the contract for performance of the work.
 - f) Work Order: shall mean the order in writing intimating the contractor award of the work, its scope, the date of commencement and completion of work and other terms and conditions of the work.
 - g) OIC: means the Officer in-charge of the work, nominated by the company.
 - h) Accepted Schedule: "Accepted Schedule" in relation to the contract means the schedule or schedules of quantities and rates quoted/modified by the contractor in respect of which the tender is accepted.
- II. **Rates for items of work:** The rates entered in the work order/ schedule of rates of the tender are intended to provide for the work duly and properly completed in accordance with the conditions of tender/contract. The rates quoted/accepted shall be deemed to have included all incidental charges or contingencies, which may have not been specifically provided for in the tender. The rate specified in the work order shall be fixed and firm till the completion of the entire work as per contract and no claim for enhancement/escalation on any ground whatsoever will be entertained and considered.
- III. **Contractors Understanding:** The contractor understands and agrees that by submitting the tender he is deemed to have visited the site and carefully examined the nature and location of work, the nature and quality of the materials to be encountered and of the equipment and facilities needed preliminary to and during the execution of work the general and local conditions, the labour conditions prevailing and, that the rates quoted by him in the tender will be adequate to complete the work according to the contract conditions and that he has taken into account all conditions and difficulties that may be encountered during the execution of the work etc.
- IV. **Commencement of work:** The contractor shall commence the work on the date/dates mentioned in the work order issued to him and shall proceed with the same with due expedition and without delay. (delay due to any reason, no right for compensation but only extension of time)
- V. **Compliance to Officer's Instruction:** The contractor shall be bound by and has to carry out the work as per the orders and /or direction if any issued by the OIC from time to time regarding the execution of the work under the contract.
- VI. **Alterations to be authorized:** No alterations in or additions to or omission or abandonment of any part of the work shall be deemed authorized unless the same is in

writing and duly signed by the EIC. The contractor shall be responsible to obtain such authorization in each and every case.

- VII. **Taxes and Duties:** The contractor shall be responsible for the payment of all taxes and duties applicable for the work under the contract. Any variation in taxes and duties during the currency of the contract shall be borne by the contractor.

VIII. **General Obligation:**

- a) The contractor shall subject to the provisions of the contract execute with due care and diligence within the time for completion and provide all work force including the supervision thereof.
- b) The Contractor shall deploy appropriately qualified and experienced persons according to the requirements of work, enforce strict discipline and order among their employees, and observe safety and security strictly as per the instructions of the company while operating/working at the site.
- c) The contractor shall also comply with all applicable laws in the execution and performance of the work under the contract.

The contractor shall keep a competent and fully authorized representative available to the company and to supervise the work under the contract. Such representative shall be authorized to represent the contractor and all directions given to or received from the representative shall have the same effect as if given to or received from the contractor.

- IX. **Materials brought by the contractor:** The Company shall not be responsible for protection against loss/damage of contractor's materials, equipments, tools etc. brought inside the company premises. The contractor shall make his own arrangements for the safe custody of all items brought by him.
- X. **Objection to Contractor's Employees:** The OIC shall be at liberty to object to and require the contractor to remove forthwith from the work any person employed by the contractor in or about the execution of the work, who in the opinion of the OIC misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment upon the works without the written permission of the OIC. Any person so removed shall be replaced as soon as possible by a competent substitute approved by the OIC at no additional cost to the company.
- XI. **Entry permit to site:** The contractor shall be in possession of necessary entry permits required by company's regulations before he allows or permits any of his employees enter the company's properties. The contractor for this purpose shall make necessary arrangement well in time. These permits must be kept at the job site at all times and the contractor is to ensure that his personnel if any shall not enter site without a valid permit.
- XII. **Local and other authorities notices and fees:** Contractor shall comply with and give notices required by any Act or by any regulations or bye-laws of any local or other public authorities who have any jurisdiction with regard to the contract work and shall pay and indemnify the company against any fees or charges legally demandable under such Act, Regulation Bye-law in respect of the work.
- XIII. **EMD / Security Deposit:** Earnest money deposited by the successful contractor with his tender will be retained by the company as part of Security Deposit and shall be released after 30 days of successful completion of the work. Balance Security Deposit will be deducted @ 5% from the monthly running bills and shall be released after 30 days of completion of the work. Security Deposit will not

bear any interest.

- XIV. **Compliance to Rules for Employment of Labour:** The contractor shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of persons in the execution of the work under the contract and shall take all necessary precautions to ensure and preserve the health and safety of all persons employed by him in the execution of work.
- XV. **Labour Laws:** In respect of all labourers directly or indirectly employed in the works the contractor shall comply with all legislation and rules, regulations, notifications, directions of the state/central government or local authority framed from time to time governing in particular payment of wages compensation, welfare safety etc. All laws notifications, directions and other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of registers, hours of work on national and festival holidays will be deemed to be part of the contract. The contractor should obtain license from the Licensing Authority towards running the canteen as per Contract Labourers (Regulation & Abolition) 1970 Act (Central). The contractor will be fully responsible and liable to pay the wages and other benefits to the employees employed by him in the execution of the work and also to settle all disputes relating to payment of wages and other amenities and service conditions of the workers employed by him in the work. In case the contractor fails to make the payment of wages, compensation, contributions and other benefits due and payable to his worker under any applicable labour laws and the company is forced to pay the same then the company is entitled to recover from the contractor and/or otherwise in accordance with law.
- XVI. **Contractors Liability:** It is the responsibility of the contractor to meet all claims for compensation under the Workmen Compensation Act or under any other law in respect of accidents or injury suffered by workmen, including death, engaged by the contractor for carrying out the work. The contractor agrees to indemnify and keep the company indemnified fully in respect of all claims under the Workmen's Compensation Act and under other laws in respect of the aforesaid claims.
- XVII. **Assignment:** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the written permission of the company.
- XVIII. **Document Mutually Explanatory:** The several documents forming part of the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the OIC nominated by the company who has to there upon issue to the contractor instructions directing in what manner the work is to be carried out.
- XIX. **Termination of Contract:**
The company is entitled to terminate the contract at any time if the Contractor is not able to run the Canteen as per direction of the Company.
- XX All disputed differences arising under out of or in connection with the contract shall be subject to the jurisdiction of the courts at Kottayam.

Bidder:

Sd/-
HoD (Commercial)

Location of spot supply for Tea and Coffee

1. Administrative Building.
2. Product Ware House, Electrical/Mechanical/Instrument Workshop , Central Stores and ETP.
3. Paper Machine 1st floor & CMP.
4. CP & DIP.
5. Chipper House.
6. Utility and Soda Recovery.

Contractor should make arrangements to supply tea / coffee to any other plants / offices other than mentioned above as per the directions of the concerned officers of the company.

Meals (Lunch & Dinner) and breakfast has to be served in the canteen or as parcels as directed by the O.I.C

ANNEXURE VII

CERTIFICATE OF DECLARATION CONFORMING THE KNOWLEDGE OF SITE CONDITION

(TO BE SUBMITTED IN LETTER HEAD)

We, M/s.....

hereby declare and confirm that we have visited the site under the subject namely,

..... and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)

ANNEXURE-VIII**SCHEDULE OF DEVIATIONS FROM GENERAL TERMS AND CONDITIONS**

All deviations from the General conditions shall be filled in by the Bidder clause by clause in this schedule.

Section Item No.	Clause No.	Deviation
------------------	------------	-----------

The Bidder hereby certifies that the above mentioned are the only deviations from the general terms and conditions of the tender document. The Bidder further confirms that in the event any other data and information presented in the Bidder's proposal and accompanying documents are at variance with the specific requirements laid out in the Purchaser's General Conditions of Contract, then the latter shall govern and will be binding on the Bidder for the quoted price.

Company Seal	Signature	:
	Name	:
	Designation	:
	Company	:
	Date	:

ANNEXURE IX**PART II****KERALA PAPER PRODUCTS LIMITED****SCHEDULE OF WORK****NAME OF WORK : RUNNING OF KPPL INDUSTRIAL CANTEEN.**

	DESCRIPTION OF ITEM	UNIT	QTY	Rate in ₹		Amount in ₹	
				in figures	in words	in figures	in words
1	Meals for Lunch and Dinner (Vegetarian)- Full meals (Double Boiled Rice) Lunch/Dinner comprising items as per Annexure III prepared hygienically, serve hot and neatly at the dining hall of the canteen and also to supplied as parcel to the specified locations.	NOS	125.00				
2	Break Fast- Break Fast comprising items as per Annexure prepare hygenically, serve hot and neatly at the dining hall of the canteen and also to be supplied as parcel to the specified locations	NOS	60.00				
3	Tea/Coffee- Tea/Coffee (180ML per cup with or without sugar) prepared hygienically, serve hot and neatly at the dining hall of the canteen and also to be supplied as parcel to the specified locations and specified timings fixed by the Company	NOS	75.00				
TOTAL amount in words							
<u>Name & Address of Bidder</u>			Signature of Bidder				
			Bank Details				
			Name of Bank				
			Branch				
Contact Number :			Account Number:				
			IFSC code:				
The quantity indicated against each item are tentative and likely to change during execution as per requirements change . The Competent Authority reserve the right to regulate the quantity of any item as per requirement.							
GST if applicable will be paid extra.							

ANNEXURE X

Checklist to be filled up with Techno-Commercial with documentary evidences with Bid - Part I of the offer

1.	Name of the Bidder	
2.	Address	
3.	Acceptance of General Conditions	
4.	Blank price Bid format (Part II) enclosed along with Part I bid duly sealed & signed	
5.	Acceptance of Payment terms with an Undertaking in the letter head	
6.	Acceptance to submit EMD	
7.	Acceptance to submit Tender Doc. Fee	
8.	Declaration (ITR) regarding Income Tax (Last three years)	
9.	Validity of Offer	
10.	Audited Financial Statement for last three years (P&L and Balance Sheet)	
11.	GST Registration Certificates	
12.	Self attested copies of receipts indicating Work Order	
13.	Self attested copy of PAN card	

(This agreement is to be executed if only this work is awarded to the bidder on Non Judicial Stamp Paper worth ₹200/-)

AGREEMENT

This Agreement made on this theday of(.....) by and

BETWEEN

KERALA PAPER PRODUCTS LIMITED, : a company incorporated under the Companies Act
Newsprint Nagar, Kottayam Kerala, Pin. 686 616 represented by its
..... (hereinafter referred to as the Company)

AND

.....(hereinafter referred to as the CONTRACTOR

WHEREAS;

- a) The company is, desirous that certain works should be executed as described in Tender Notice No.....dated.....and
- b) The contractor has submitted a tender expressing wiliness to undertake and execute the works/ services including rectification of all defects in accordance with the provision contained in the Tender documents for a PAC of ₹.....Rupees.....only)
- c) The company has accepted the tender so submitted by the contractor and has accordingly issued work order No.....dated.....awarding the work to the contractor.

NOW THIS AGREEMENT witnesses as follows:

- I In this AGREEMENT words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of contract and Tender Document.
- II The following documents shall be deemed to form and be read and construed as part of this AGREEMENT and all of them together with this AGREEMENT shall be compendiously referred to as the CONTRACT.

- i) Tender Notice No.....Dated.....
- ii) Terms and conditions of tender.
- iii) Tender submitted by the contractor

- iv) General conditions of contract
- v) Special conditions of contract

- vi) Work order No.....dated.....issued in favour of the contractor.
- III. In consideration of the payment of ₹.....(Rupees.....) to be made by the company to the contractor, the contractor hereby covenant with the company to undertake and execute the work and /or services as specified in the Tender Document and guarantees the performance specified by the company and to carry out the rectification of all defects in the work to make it conform in all respects with the provisions of the contract.
- IV. The company hereby covenants to pay to the contractor, in consideration of the execution completion and maintenance of the work, the contract price at the time and in the manner prescribed in the contract.
- V. This AGREEMENT constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreement related to the contract either written or oral. IN WITNESS WHEREOF the authorized representative of the company and the contractor has signed this AGREEMENT in the present of the following witnesses on the day and year first above written.

For and on behalf of

KERALA PAPER PRODUCTS LTD.

By its.....

(Name of Contractor)

WITNESSES

- 1.
- 2.

WITNESSES

- 1.
- 2.

Annexure XIISAFETY REQUIREMENT

Safety Rules and requirements, contractor must comply while undertaking works at KPPL.

1. All the Contract workers are required to undergo safety Training prior to work from the Safety department.
2. Contractor must provide their workers with mandatory Personal Protective Equipments (PPE's) like Safety Helmets, Safety Shoes & Masks and ensure that they are wearing at all times.
3. Contractor must provide all other necessary PPE's like Safety harness/belt Ear plug, Gloves, Goggles, Face shields, Aprons etc as required for the job for their workers.
4. Safety work Permit must be taken in prescribed KPPL format for all works undertaken by the contractor.
5. All Lifting tools, Plant & Equipments used by the contractor must be tested and certified by Competent authority.
6. Unsafe acts and unsafe conditions must be avoided.
7. All accidents and incidents must be reported.

Sl. No.	<u>Unsafe act/ Unsafe condition</u>
1.	Smoking inside the Factory.
2.	Working with wearing loose clothing.
3.	Working without using Safety Helmet.
4.	Working without wearing Safety Goggles wherever required as per rule.
5.	Working at height without wearing Safety Harness/Belt.
6.	Working without using Face Shield while welding, cutting, chipping, hot works, grinding etc.
7.	Working without wearing Safety Shoes.
8.	Working without wearing Hand Gloves when required.
9.	Working without taking Safety Work Permit.
10.	Misuse of fire Hydrant/ Fire Extinguishers or any Fixed Fire Protection System (excluding the damage repair costs of the items)
11.	Working at heights without Safe Working platform.
12.	Creating Fire Hazard. Not providing Fire watch (Hot works)
13.	Over speeding the vehicles inside the factory premises.
14.	Riding over vehicles unsafely.
15.	others

The Company reserves the right to impose suitable penalty as deemed fit upon violation of any of the above unsafe act/ unsafe condition.

Sd/-
Authorized Signatory