

No. L&E/BOCW-Meals/2019-20/ ||  
UT Administration of Daman & Diu,  
Office of Labour & Employment,  
Diu.

Dated: 28/06/2019.

To,  
Shree Ashapura Caterers,  
"Ashapura" 13/7, Junction Plot,  
Rajkot - 360001.

Subject: Online Tender Notice ID No.355059 dated 01/03/2019 for supply of meal to the registered workers at Diu under Daman & Diu Building and Other Construction Workers Welfare Board.

Sir,

With reference to the subject cited above, it is to inform you that the competent authority has selected your agency/firm for supply of meals to the registered workers at Diu under Daman & Diu Building and Other Construction Workers Welfare Board subject to following conditions :-

1.	The Agency has to provide cooked Meal (lunch &/or Dinner) every day to the workers as per the menu at Annexure - A.
2.	The Agency has to provide nutritious food which should be hot, fresh, healthy and wholesome meals to be delivered to labours at their working place.
3.	The Agency has to deliver Lunch &/or Dinner to workers at different sites at Diu (within the range of 14 Km) initially for an approx. 500 workers per day at the rate of Rs.34/- per lunch/dinner exclusive of taxes GST and Service Tax shall be paid extra as applicable. However no additional payment will be made by the Board for transportation etc. The number of meals can be increased or decreased as per the actual requirement. The actual requirement of meals shall be informed two days prior from the commencement of every week.
4.	Procurement of raw materials will be the responsibility of the service provider.
5.	Meals to be served as per the timings decided by the Board.
6.	Catering & delivery will be in the scope of the service provider.
7.	Utensils should be Neat and Clean.
8.	The Agency should train their staff to maintain hygiene and wear clean uniform with cap, mask and gloves.
9.	Medical checkup of all workers of agency should be done annually.
10.	Hand washing, drying and PPE should be done before starting the kitchen activities.
11.	For any personal accident and death while performing the duty, the Agency shall cover its personnel under any insurance policy of Government of India or private institution and the Daman & Diu Building & Other Construction Workers Welfare Board if eligible and Administration of Daman & Diu shall own no liability and obligation in this regard.
12.	The agency should carry out pest control activity daily. All rodent boxes and glue pad should be checked for effective pest control purpose and the agency should also have Pest - O - Flash System to capture Flies & Insects.
13.	The contract for meals to be served to the workers registered at Diu under Daman & Diu Building and Other Construction Worker Board shall be for a period of one year extendable up to three years from the date of entering in to agreement between the Mamlatdar & H.O. Labour & Employment office, Diu and the Contractor.
14.	The agency shall enter into an agreement with Mamlatdar & H.O., Labour & Employment Office, Diu within 10 days from the date of receipt of this offer.
15.	If the agency fails to execute the supply order within stipulated time, the Earnest Money Deposit of the tender will stand forfeited to the administration/Board with no further liabilities of the contractor towards the administration.
16.	The firm shall affix the CCTV Camera and Weighing Machine at Kitchen area.

17.	If there is any complaint about quality and quantity of meal served, same will be inquired by Mamlatdar & H.O., Labour & Employment Office, Diu and Labour Inspector and if the complaint is found correct, the successful bidder shall be liable for penalty as specified in clause IX of Tender Documents or termination of the contract with immediate effect and the security deposit sum will be forfeited.
18.	Your firm will have to pay within 10 days from the date of demand, an amount equal to 10% of the total value of articles that may be ordered as the amount of security deposit. Non receipt of the Security Deposit within stipulated time will result in an automatic cancellation of the order for supply without any intimation. However in case, if any articles are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bill(s) for such articles.
19.	All bills should be in TRIPLICATE and should invariably mention the number and date of supply order.
20.	All bills for amount above Rs.5000/- should be pre-receipted with a revenue Stamp of Rs. 1/-. Bills amount exceeding Rs. 5000/- not pre-receipted on revenue Stamp of Rs/- 1 will not be accepted for payment.
21.	Each bill in which Tax is charged must contain the following certificates on the body of the bill "CERTIFIED" that the goods on which Tax has been charged have not been exempted under the Central Service Tax Act or the Rules made there under and the amount charged on account of Tax on these goods is not more than what is payable under the provisions of relevant Act or rules made there under.
22.	Setting of kitchen for cooking, recurring charges of gas/ electricity etc. shall be borne by the supplier.
23.	The firm shall provide meals in the big containers at the site & make arrangement for serving the food in buffet system.
24.	After completion of the contract period of one year, the rate will be revised as per prevailing inflation subject to approval of the Daman & Diu Building & Other Construction Workers welfare Board.
25.	During this entire period of contract, if at any time it is noticed by Labour Department that the Contractor has violated any of the term and condition, the H.O. Labour & Employment shall be at the liberty to terminate the contract, without prejudice to any action as per Law.
26.	The Collector, Diu reserves right to amend, revoke or modify the contract at his discretion as well as to withdraw all or any of the terms and conditions at any stage without assigning any reason whatsoever and without any compensation of any sort whatsoever.

This offer shall be further subject to the terms and conditions mentioned in RFP /Tender Documents.

Yours faithfully,

  
(C. D. VAJA)

Member Secretary, BOCW Committee/  
Mamlatdar /H.O., Labour & Employment Office,  
Diu.

For and on behalf of President of India

Copy to:-

- (1) The Collector/Chairman, BOCW Committee, Diu.
- (2) The Director of Account, Diu.
- (3) The District Informatics Officer, NIC, Diu for publication on website.

Copy submitted for kind information to:-

- (1) PPS to Hon'ble Administrator, Secretariat, Daman.
- (2) PA to the advisor to the Administrator, Secretariat, Daman
- (3) PA to Finance Secretary, Secretariat, Daman.