



भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA
लक्ष्मीबाई राष्ट्रीय शारीरिक शिक्षा महाविद्यालय
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LNCPE Website: www.lncpe.gov.in

Bid Reference No.SAI/LNCPE/Admin(5)/outsource/ Catering (Kitchen,
Pantry And Dining Hall Management)Services/2017

Dated: 05.06.2017

E-Bidding Document

For

**OUTSOURCING MANPOWER FOR CATERING (KITCHEN,
PANTRY AND DINING HALL MANAGEMENT)SERVICES**

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PART-1

BIDDING PROCEDURE

SECTION I

Telephone No.0471-2418712, 2416886 FAX: 0471 2414771

Web Site: <http://eprocure.gov.in/eprocure/app> & www.lncpe.gov.in

Bid ReferenceNo.SAI/LNCPE/Admn(5)/ outsource/ Catering (Kitchen, Pantry And Dining Hall Management)Services/2017

INVITATION FOR ONLINE BIDS (IFB)

1. The Principal, Sports Authority of India, LNCPE, Karyavattom, Trivandrum on behalf of Sports Authority of India, LNCPE, Karyavattom, Trivandrum **invites online Bids in two bid system** for following services:

Brief description of work	Amount of bid security	Bidding document cost
<p><u>A. Outsourcing Catering services (Kitchen, Pantry and dining hall) of SAI LNCPE &SAI STC Mess</u> Preparation for cooking, Cooking & serving of cooked food- breakfast, Lunch, snacks and Dinner as per prescribed menu given by the officer in charge, cleaning of utensils, kitchen and premise, serving area, dining hall, premises, store and other auxiliary area, security and maintenance of equipment, utensils, items in kitchen, store, serving area, dining hall, Collection of raw material from the authorized suppliers as and when required, delivery of packed food to school/college going students etc...The raw materials for the food preparation will be purchased by the institution.</p>	<p>Rs.1,00,000/-</p> <p>Rs.One lakh only</p>	<p>Rs.1000/-</p>

2. Manual bids shall not be accepted.

PAYMENT

Scanned copies of Tender Fee and Earnest Money are to be uploaded online and originals of same must be sent to the Principal, SAI, LNCPE, Karyavattom, Trivandrum - 695581 on or before Bid Submission end Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	05.06.2017
Downloading of Bid Document/sale start date	06.06.2017
Seeking Clarification start date	07.06.2017
Seeking Clarification end date	14.06.2017
Pre bid meeting	15.06.2017 04.00 p.m
Bid submission start date	17.06.2017
Bid submission end date	26.06.2017
Last Date & Time of Submission of Bids	26.06.2017 5.00 p.m
Opening Date & Time of Technical Bids	28.06.2017 11.00 a.m
Opening Date & Time of Financial Bids	30.06.2017 11.00 a.m

3. Bidder may also download the Bidding Documents from the web site-www.lncpe.gov.in& CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>. It is clarified that the downloading of bid documents will be free of cost, however a sum of Rs.1000/- being the cost of the Bid document will be charged from the bidders at the time of submitting of the Bid documents.

4. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
5. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in and LNCPE website <https://www.lncpe.gov.in> **shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/ modified in any manner**, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> & SAI website www.sportsauthorityofindia.nic.in and Lncpe website <https://www.lncpe.gov.in> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
7. The intending tenderers are advised to read and understand all the terms and conditions of the bid very carefully in their own interest and ensure that they comply and meet with all the conditions/criteria as laid down under the bid documents, before submitting the bid documents with SAI.

Sd/-
**Principal, SAI LNCPE,
Karyavattom, Trivandrum-81**

SECTION II
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1.1 This Bidding Document is for Outsourcing of services as mentioned in Section – V – “SCOPE OF WORK.”

1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

1.3 Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

- a. The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

- In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:
- Section II – Instructions to Bidders (ITB)
- Section III – Qualification Criteria, Performance Statement & evaluation criteria
- Section IV – Bidding Forms
- Section V – Scope of work
- Section VI – General Conditions of Contract (GCC)
- Section VII – Contract Forms

4. Amendments to Bidding Documents

4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

4.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <http://www.sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.

4.3 Prospective Bidders are advised in their own interest to visit above mentioned websites for any amendment etc. before submitting their Bids.

5. Clarification of Bidding Documents.

A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received by the Principal, SAI LNCPE, Karyavattom, Trivandrum-81 prior to the prescribed for the pre-bid meeting.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following **(bidders are requested to upload online following documents in PDF format)**:

A. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with the submission of bid documents-

- i. Bid Security & Tender cost, Bid Security furnished in accordance with ITB clause 9. Bid document cost furnished in the form of Demand Draft payable at Trivandrum.
- ii. Bid Submission Form as per section IV (A) and letter of authorization in favour of signatory of Bidding Documents.
- iii. Proof of Five years’ experience in the field of catering (Kitchen, pantry and Dining Hall Management) services
- iv. PF Registration with PF Code Number;
- v. ESI Registration with code number;
- vi. Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
- vii. Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations. “Similar work” means providing House Keeping/Catering/Office work and other services to organization/institution.
- viii. Certificate of Chartered Accountant showing annual turnover for the last three financial years (2013-14, 14-15, 15-16). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- ix. Registration with Service Tax Commissionerate
- x. TIN number & PAN number
- xi. Income Tax Returns for the last three years;

- xii. Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at SAI LNCPE campus, Karyavattom, Trivandrum.
- xiii. Registration of the firm (Proprietorship or Partnership)/ company (Pvt,Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India
- xiv. National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xv. Documents mentioned in Qualification Criteria as per Section III (A).
- xvi. Registration certificate issued under Contract Labour (Regulation & Abolition) Act, 1970.
- xvii. Power of Attorney in favour of signatory of Bidding Documents by authorised person(s).
- xviii. Valid subsisting license/Authorized Agent certificate.
- xix. Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.
- xx. Bidder shall execute necessary instruments and documents required by SAI/Purchaser in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by SAI from time to time. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.

Note-1: The bidding companies /firms /agencies are required to attest (Self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will be black-listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

B. Price Bid: [Upload online in prescribed format as per Sec.-IV (B) of Bidding Document.

6.2 Price Schedule as per Form I Section IV (B) filled up with all the details including service charges.

6.3 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

6.4 All pages of the Bid should be page numbered and indexed.

6.5 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.6 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

7. Bid Prices

7.1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. (SELECTION CRITERIA IS GIVEN IN SECTION III (C)

8. Firm Price

8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.

8.2 Sales-tax/VAT(except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim

whatsoever in respect of the same. However, in respect of service tax, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

9. Bid Security

- 9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 9.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 9.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 9.3 The Bid Security shall be furnished in one of the following forms:
- (i). Account Payee Demand Draft
 - (ii). Fixed Deposit Receipt
 - (iii). Banker's cheque
 - (iv). Bank Guarantee
- 9.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Principal, SAI LNCPE", payable at "Trivandrum". In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/ bank in India (acceptable to SAI) as per the format specified under Section IV (C) of Bid Documents.
- Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.**
- 9.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 30 days, the Bid Security shall be valid for 75 days from Technical Bid opening date.

- 9.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 9.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

10. Bid Validity

- 10.1 The Bid shall remain valid for acceptance for a period of 30 days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, has the freedom to abstain from agreeing to extend its Bid validity without forfeiting its Bid Security.
- 10.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

11. Signing of Bid

- 11.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6.
- 11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.

- 11.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 11.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in clause-6 of ITB.

D. SUBMISSION OF BIDS

12. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for on line submission under Section II H.

E. BID OPENING

13. Opening of Bids

- 13.1 The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 13.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 13.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 13.4 Two - Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

Thereafter in the second stage, the Price Bids of only the Technically acceptable offers(as decided in the first stage) shall be opened for further scrutiny and evaluation on the date notified. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Scrutiny of Bids

14.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.

14.2 Prior to the evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which is unconditional and also conforming to all the terms and conditions of the bid document without material deviation or reservation.

14.3 If a Bid is not substantially responsive, it will be rejected by SAI.

15. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 6(A) of Section II (C) & Section III (A), will be treated as non - responsive and will not be considered further.

16. Comparison of Bids and Award Criteria.

16.1 The contract may be awarded to the lowest rate offered by a substantially responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accepts the other terms & conditions. (SELECTION CRITERIA IS GIVEN IN SECTION III (C).

16.2 SAI reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

17. SAI's Right to accept any Bid and to reject any or all Bids

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

18. Notification of Award

18.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. The successful Bidder must furnish to SAI the required Performance Security within seven days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under THE RELEVANT GCC Clause 28 under Section VI.

18.2 The Notification of Award shall constitute the conclusion of the Contract.

19. Issue of Contract

19.1 Promptly after Notification of award, SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

19.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post within seven days from the date of issue of the contract.

20. Non-receipt of Performance Security and Contract by the Tender Inviting Authority

Failure of the successful Bidder in providing Performance

Security and / or returning contract copy duly signed in terms of ITB clause 19 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by SAI against it as per the relevant clause of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the SAI.

21. Corrupt or Fraudulent Practices

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -

- a. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- b. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- c. SAI reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

SECTION-II

H. Instructions for Online Bid Submission

22.1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

22.2. REGISTRATION

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

22.3. SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

22.4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum if any published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

22.5. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured

Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii)The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii)Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

(ix)The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

22.6. ASSISTANCE TO BIDDERS

i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid ReferenceNo.SAI/LNCPE/Admin (5)/ outsource/ Catering (Kitchen, Pantry And Dining Hall Management)Services/2017

01.

Sl. No.	Qualification Criteria
1.	The bidder shall have at least five years experience in outsourcing Services defined in the scope of work.
2.	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations.
3.	Average annual financial turn-over should be Rs.50 lakhs (at least 100%of the estimated cost) during the immediate last three consecutive financial years

02. In support of above, the Bidder shall furnish scanned copy of the required documents, Performance Statement is to be as per proforma in Section-III 'B',.

03. Requirement of scanned copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.

SECTION – III

(B) PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the department where worked : _____

Order placed by (full address)	Order number and date	Order placed on	Description and quantity of services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are Were the Services Provided Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note:

PRINCIPAL SAI LNCPE reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement.

SECTION-III

C. SELECTION CRITERIA

(i) Authority reserves the right to accept or reject any or all bids without assigning any reasons

(ii) Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.

(iii) Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Para 6 of Section II (ITB) of the tender documents.

(iv) Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of NIT will be opened.

(v) The successful bidder will be the one who emerges L1 out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

The Principal
Sports Authority of India,
Lakshmbai national College of Physical Education,
Karyavattom, Trivandrum – 81

Ref: Your Bidding Document Ref:No.SAI/LNCPE/Admin (5)/ outsourcing
manpower for Catering (Kitchen, Pantry And Dining Hall
Management)Services/2017

Dated 05.06.2017

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide_____ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of relevant clause of GCC, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for ____ days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to provide qualified workers as indicated in the Tender Documents for House Keeping/Catering/Office work and other Services as per terms & conditions of the tender documents.

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.

We agree to the compliance of applicable Labour & other Laws in force.

We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.

We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.

We agree to all terms and conditions of General Conditions of Contract as per Section VI.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of
Messers_____

[Name & address]

**SECTION-IV
(B) PRICE SCHEDULE**

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with bid in a separate cover marked "Envelope 2")

**1. Catering(Kitchen, Pantry& Dining Hall) services of SAI
LNCPE MESS &SAI STC Mess**

S.No	Description of Man-Power required	Rates/ Wages per month per person in Rs.	Nos.	Total amt per month	Total per annum	Total per annum in words	Employer's share Per head	
							EPF*	ESI*
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Mess Manager	Rs.17,040/-	1					
2.	Cook	Rs.15123/-	06					
3.	Bearer/Helper/cleaner	Rs.13,440/-	14					
4.	Grand Total						See footnote * below	
5.	a. Contractor's service charge in Rupees							
	b. Contractor's service charge as percentage of Grand Total (Sl. No 4)							
6	Total of sl.no 4 & sl.no. 5 (a) as above							

* The rate of employer's share of EPF & ESI contributions payable should be indicated. However this will not be considered for identifying the L1 bidder.

NOTE:

- (i) The offer with rates below minimum wages notified by Central Government will be rejected. (Copy of Central Government orders enclosed)
- (ii) Rates for employer's share of EPF & ESI contribution as applicable on the basis of norms prescribed by Govt. of India from time to time shall be reimbursed to the contractor on production of remittance chellan and other documents.
- (iii) LNCPE is eligible for service tax exemption for housekeeping/catering/cleaning services and admission /examination duties services as per clause 9 of Notification No.25/2012-ST dated 20.06.2012 amended by Notification No.06/2014-ST dated 11.07.2014.
- (iv) Service tax, applicable on other services on the basis of norms prescribed by GOI from time to time shall be reimbursed on production of proof of payment and other related documents after exercising all due checks.
- (v) Rates quoted will include all statutory obligations of the bidder under minimum wages act, contract labour (R&A) act, weekly-off replacement charges, cost of uniform of personnel to be provided, all kinds of taxes, etc.
- (vi) Rates quoted will be for per shift of eight hours per person per day.
- (vii) Enhancement of minimum wages as notified by the Central Government from time to time will be paid to the successful bidder.
- (viii) Contractor's service charges shall be inclusive of all the incidental charges(EXCLUDING THE COST OF CLEANING MATERIAL AND GADGETS ,which will be supplied by the college directly),if any involved in successful completion of the work as per scope defined in the tender documents.
- (ix) Bids without indicating the service charge on those showing service charges as 'Nil' or '0" shall be summarily rejected.
- (x) All levies/taxes/duty etc other than Service Tax shall be assumed to be mandatorily included in the service charges.
- (xi) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered. No blanks should be left which would make the bid liable for rejection.

- (xii) Offers without specifying service charges or indicating it as 'Nil' or 'O' value will be treated unresponsive.
- (xiii) The minimum wage as notified by the Central Govt. Will be paid to the successful bidder.

SECTION -IV

(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the service of _____ (hereinafter called the “Bid”) against the Sports Authority of India’s Bid Reference No. __

_____ Know all persons by these presents that we _____ of _____

_____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto the Principal, SAI LNCPE, Trivandrum-81(hereinafter called the “Sports Authority of India) in the sum of

Rs. 1,00,000/- (Rs. One lakh only)for which payment will and truly to be made to the said Sports Authority of India, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____ 20___. The conditions of this obligation are:

- If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India during the period of its validity:-
- Fails or refuses to furnish the performance security for the due performance of the contract.

Or

- Fails or refuses to accept/execute the contract.

We undertake to pay the Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 30 days i.e. for 75 days (30 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION IV

(D) Letter of Authorisation for attending bid opening Meeting

Tender No.-----

**Subject : Authorisation for attending bid opening on -----
(Date) in the tender for -----**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	-----------------------

- 1.
- 2.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. **In case where it is restricted to one, first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not recovered.

SECTION - IV
(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To

The Principal
Sports Authority of India,
Lakshmibai National College of Physical education
Karyavattom, Trivandrum - 81

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messers _____

[Name & address of the supplier/agency]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION -V

SCOPE OF WORK

A. CATERING (KITCHEN, PANTRY AND DINING HALL MANAGEMENT)SERVICES

The purpose of outsourcing for Kitchen, Pantry and Dining Hall Management is that the mess and its auxiliary areas of the Sports Authority of India LNCPE, Trivandrum must be managed in an efficient and hygienic manner.

The broad scope of work regarding Kitchen, Pantry and Dining Hall management includes deployment of staff, supervision and execution of preparation for cooking; Cooking & serving of meals- Breakfast, Lunch, Snacks & Dinner as per specifications/menu given by the officer in charge, Cleaning of utensils, kitchen premises, serving area, dining hall premises, store and other auxiliary areas; Security and maintenance of equipments, utensils, items in the kitchen, store, serving area, dining hall; Collection of raw materials from the supplier as and when required; Delivery of packed lunch to schools/colleges/institutes of trainees. The raw material for the food preparation will be procured by the institution.

General Information

The Mess to be managed is:

1. SAI STC Hostel Mess

Working hours: As prescribed by the officer in charge

The staff has to do following activities:

- Preparation for cooking includes but is not limited to washing & cleaning of raw materials for cooking, utensils required for cooking, collection of raw materials from suppliers when required, quality checking of raw materials.
- Cleaning & Maintenance of Kitchen, serving area, dining hall, stores and auxiliary areas and the outer premises of these areas is to be done after each meal. This includes but is not limited to cleaning of utensils used for preparation and serving of food, sweeping and wiping of floors, cleaning of tables & other furniture in the dining hall and any other installations in the Kitchen, serving

area, store, dining hall and auxiliary areas such as window panes, door, wash basins, stove, and toilets (once a day).

- Replenishment of soap/liquid soap, naphthalene balls when required in the washing areas of the kitchen and dining hall.
- Emptying the dustbins, washing of dustbins and placing of garbage bags inside the dustbins to avoid stains and clear them when full.
- Cooking of meals as per specifications/menu given ..
- Serving of meals in a polite and courteous manner and clearing the area after service time.
- Packing and Delivery of packed lunch boxes to trainees studying in various schools, colleges or institutes.
- Transporting cooked food from STC Boys hostel to STC Girls hostel and serving at STC Girls hostel.
- Strict adherence to the mess timings and rules.
- Management of the Biogas plant and disposal of waste materials.
- Periodic cleaning and maintenance of the refrigerator, freezer, grinder, mixer and other electrical and electronic equipments available in the mess.
- Inventory management and stacking of the raw materials in the store.

Work to be done daily:

1. Brooming, Sweeping of floors.
2. Preparation of food.
3. Utensils cleaning and serving.
4. Receiving the raw materials for cooking from the authorised suppliers.
5. Dusting and cleaning of mess office, office furniture, Table top office equipments, tables, paper trays and other installations.
6. Toilets, Wash basins and Canteen area etc. should be cleaned twice a day and disinfected with necessary disinfectants.
7. If required, additional cleaning should be taken up as per the directions given by the In charge of the work.

8. Replenishment of soap, naphthalene balls/air purifiers [As and when required].
9. Emptying of dustbins.
10. Vacuum cleaning of all carpets and upholstered furniture
11. The dustbins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
12. Spraying room fresheners in all the rooms on daily basis.
13. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc of mess. Brush thoroughly to including submerged plants and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets etc after daily checkups in the morning, afternoons and on call basis during daytime.
14. It is the responsibility of the contractor's staff deployed for catering service to clear the chocking of sinks, wash basins, floor traps, nahn traps, EWC, P Traps, Rain Water pipes, sewer chamber & sewer lines in and around the mess building, such chocking shall be cleaned within two hours after reporting the complaint. If there is any loss/inconvenience to health facility owing to such chocking, appropriate penalties shall be imposed on the contractor including recovery of expenditure if any incurred by LNCPE by arranging alternate measure for rectifying such defects/complaints.
15. Cleaning of all open areas in and around the mess building, as directed by the designated nodal officer of the department.
16. The Garbage/wastes etc. to be generated out of laid down scope of work shall be carried/ disposed at the site designated/ allotted by area municipalities.
17. Thorough cleaning of all toilets of mess using required detergent and by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
18. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian

blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. of mess with dry/wet cloth, feather brush and duster.

19. Lifting, carrying and disposing the dead bird's/ animals, and insect's etc. if found in and around the mess.
20. Removal of beehives and cobwebs from the mess building and its premises.
21. Cleaning and sweeping of open area of mess building including balconies and roof tops with brooms.
22. The bidder shall also be responsible for pest control in the mess and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects at library and carpeted rooms, racks etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.

Work to be done once in two weeks:

1. Linen/Towel washing
2. Dusting of files, cleaning of side racks and office furniture items
3. Partition glass should be cleaned with cleansing liquid.
4. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats,, fire fighting equipment, computer systems,, phones, doors, windows, furniture, window glasses, grills, curtains etc

Work to be done once a month:

1. Dusting and cleaning of doors and window panes.
2. Vacuum cleaning of venetian blinds and carpets etc.
3. Cob-web removal, dusting of ceilings fans, tube lights, fixtures, furniture items especially steel almirahs.

In addition to above, in case of emergency, cleaning should be done at call on unforeseen events like breakage, spillage and special occasions.

Requirement of Manpower per month

Sl. No	Category	Wage prescribed	Number	Qualification
1	Mess manager	Rs.17,040/-	1	Higher secondary certificate with 2 years supervisory experience in a cooking establishment.
2	Cook	Rs.15,123/-	6	8 th Class with two years cooking experience.
3	Bearer /Helper/Cleaner	Rs.13,440/-	14	8 th Class

SECTION-VI GENERAL CONDITIONS OF CONTRACT

1. The employees deployed shall be smartly dressed and in proper uniform wherever so prescribed, always with Identity Card. The agency shall provide fully trained and disciplined personnel.
2. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.
3. The Contractor shall pay wages to his workers on or before the 1st of every succeeding month, irrespective of delay in payment of Bill by the SAI for whatever reason. The payment to the agency will be made by SAI LNCPE on or before 7th working day of succeeding month or within 7 days after submission of bills as the case may be.

4. The contractor has to give an undertaking regarding payment of wages as per rules and laws in force before receiving the second payment onwards.
5. The wages payable shall not be less than the minimum wages as per central govt.rules/SAI rules.
6. The contractor shall also quote his service Charge in addition to the wages to be paid to his employees.
7. The workers provided shall be the employees of the Contractor and all statutory liabilities such as ESI, EPF, Workmen's Compensation Act, etc. will be paid by the contractor.
8. ***Employer's share of EPF & ESI contributions as applicable on the basis of norms prescribed by GOI from time to time will be reimbursed by SAI against paid challans after ensuring that the amount in question has actually been paid to respective EPF & ESI Offices.***
9. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change. The rates mentioned by the contractor includes all extant statutory liabilities including. "E.S.I., P.F.", Bonus, Uniform etc.
10. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution are deposited with the respective EPF authorities within 7 days of close of every month, giving particulars of the employees engaged for LNCPE works. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
11. The above clause will apply mutatis mutandis for ESI as well

12. Every month contractor shall along with their bills for the previous month, submit EPF & ESI numbers and proof of payment of employers and employees share EPF/ESI contributions of the personnel engaged at SAI, LNCPE clearly indicating rates of EPF, ESI contribution as applicable from time to time, so as to enable SAI to reimburse the amount of employer's share so paid by the contractor to the EPF/ESI authorities.
13. The manpower agency shall specifically ensure compliance of various Labor Laws/Acts which are force at all time.
14. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
15. The workers will be screened by the contractor after police verification regarding their antecedents, character and conduct; and a copy of the reports shall also be submitted to SAI.
16. Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
17. The staff deployed by the contractor shall not take part in any staff union and association activities.
18. The SAI LNCPE shall not be under any obligation for providing employment to any of the workers of the contractor after expiry of the contract. The SAI LNCPE Trivandrum, does not recognise any employee employer relationship with any of the workers of the contractor.
19. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in

this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty.

20. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
21. In case of a death or mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
22. That Contractor's authorized representative (Owner/ Director/Partner/Manager) shall personally contact Head of the SAI LNCPE, Thiruvananthapuram at least once a month to get a feedback on the services rendered by the contractor for taking prompt corrective action required to make the services more efficient
23. In the event of workers deployed by contractor being on leave or being absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve. Failure on this account shall attract penalty equivalent to double the wages payable to the Contractor for such absence.
24. The successful bidder would have to deposit an amount of equal to 10% of the total Annual contract value towards Performance Guarantee through Demand Draft/pay order/FDR/unconditional Bank Guarantee from a commercial bank in favour of Principal, SAI, LNCPE, Thiruvananthapuram within seven days from the date of receipt of the work order. The Performance Guarantee would remain with SAI LNCPE, Thiruvananthapuram during the contract period and no interest shall be payable on the said amount. The performance guarantee shall be refunded after 60 days from the date of completion of the work. The Bank Guarantee furnished for this amount shall be valid up to sixty days from the date of completion of work and shall be suitably extended in case of additional requirement/ delay.

25. Adequate supervision to be provided to ensure correct performance of the deployed staff in accordance with the prevailing assignment/instruction agreed upon between the two parties.
26. The staff deployed shall not accept any gratitude or reward in any form.
27. In the event of the successful bidder being unable to service the contract for what so ever reason SAI, LNCPE would forfeit the performance guarantee.
28. 31.The contractor shall arrange to maintain the daily attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.
29. **The successful agency has to install a biometric system for the attendance of the outsourced staff in the institution. The payment for the service rendered will be based on the attendance recorded.**
30. **The agency should pay the salary through RTGS/NEFT to the staff deployed by them**
31. If at any point of time, it comes to the notice of the SAI that the contract workers deployed are different from the list provided (with attested photographs), SAI will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified .
32. The contract workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
33. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the

- event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
34. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
 35. As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For this a notice of two days will be given by the SAI.
 36. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without assigning any reason.

 37. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.
 38. Workers engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra hands.

 39. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/ personnel to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc
 - 40. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages as per Central Government Rule /Act.**
 41. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
 - 42. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having**

remitted the ESI/EPF dues as per norms prescribed by Govt.of.India from time to time.

- 43. The contractor must get police verification of all his personnel employed and submit the report to this office along with voter IDs, and other valid proof of residence.**
44. If any of the workers of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring workers. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case. All consequential damage/loss sustained by SAI, LNCPE shall be recovered from the contractor.
45. The bidder must employ adult and competent persons only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
46. For additional work beyond the given scope of work additional manpower will be provided on demand for which payment on pro-rata basis will be made.
47. All the employees deployed by the contractor shall be healthy and aged between 18 years and 60 years except in case of persons specifically described by the SAI LNCPE
48. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

49. **Penalties:** The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

S.No	Description of Irregularities	Penalty
1	Unauthorised absence	Equal to double the wage of the concerned employee.
2	Failure to report on time	Treated as absence
3	Misconduct/misbehaviour	Rs.1000/- per incident
4	Failure to commence work	2% of the cost of order subject to 10% for 10 days delays. After 10 days contract will be cancelled.
5	Any other irregularity	Penalty as decided by Principal SAI LNCPE deemed fit.

50. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute/following any statutory rules.

51. Offers with service charges as “zero value” will be treated as unresponsive and therefore rejected.

52. Disclaimer: The near relatives of employees of the authority are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided Family.
- b. Their Spouse.
- c. The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in-law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law).

53. If dispute or difference of any kind shall arise between SAI LNCPE and the contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

54. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitrator, or the arbitrator to be appointed by the Principal, SAI LNCPE (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.
55. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
56. The Court of Thiruvananthapuram will have the exclusive jurisdiction to try the disputes.
57. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SPECIAL CONDITIONS FOR CATERING SERVICES

1. All the personnel to be provided for undertaking the housekeeping & catering services in premises shall be provided with required uniform and cleaning equipments and should maintain decent behaviour.
2. All the personnel provided for the catering services shall be governed by Central Government Minimum wages.
3. The contractor shall strictly observe and ensure that their personnel deployed at SAI LNCPE shall adhere to the following:-
 - Are always smartly turned out and vigilant.
 - Are punctual and arrive at least 30 minutes before start of their duty time.
 - Take charges of their duties properly and thoroughly.
 - Perform their duties with honesty and sincerity.

- Read and understand their post and site instructions and follow the same.
 - Extend respect to all Officers and Staff of the Institution.
 - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - Will not gossip or chit chat while on duty
 - Will never sleep while on duty post.
 - Will not read newspaper or magazine while on duty.
 - Will immediately report to the Section Officer any untoward incident/ misconduct or misbehaviour.
 - Do not entertain visitors.
 - Shall not smoke in the SAI LNCPE campus.
 - Shall be in proper uniform with their respective name tag/s.
5. The contract will be initially for a period of one year commencing from the date of signing the contract and it can be extended on mutual agreement. However, in normal circumstances the Agreement is terminable by giving two month's notice in writing by either party to the agreement.
 6. The working hours for the personnel of the contractor for this contract purpose will be from 8 am to 4 pm (Monday to Saturday). They may also be called on Sundays as and when required without any extra payment. They may also be asked to remain in office beyond 4 PM also on occasional demands. However the duty timings are subject to variation on the basis of the requirement of different sections.
 7. The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases.

SECTION-VII
Form of Contract Agreement

For

**OUTSOURCING OF MANPOWER FOR CATERING (KITCHEN,
PANTRY AND DINING HALL MANAGEMENT)SERVICES**

Between

**Sports Authority of India (SAI)
Lakshmibai National College of Physical Education
Karyavattom, Trivandrum - 81**

And

[Name of Agency]

Dated

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of2017 BY AND BETWEEN the _____, Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi- 110003 (herein after referred to as “SAI” which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<Insert Name and Designation>> who is duly authorised to execute this Agreement) hereinafter referred to as ‘Supplier’ which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the firm shall and will executive the work details of which are given in clause I of Section I to this office Sports Authority of India, Lakshmibai National college of Physical Education, Karyavattom, Thiruvananthapuram

Bid reference No..... dated..... at the rate quoted by the firm vide their proposal dated..... and as per all the terms and conditions given in Invitation for Bid (IFB) dated..... and the Bid Document for providing housekeeping services to which the contractor has agreed copies of which are appended and which shall become part and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract

The Performance Security would be en-cashed by “SAI” in case the firm fails to deliver services to the

extent as stipulated in the contract and/or breaches of any of the terms and conditions of this contract.

Signatory on Behalf of Sports Authority of India

(Signature, name and address Of the authorised official For and on behalf of Principal, Sports Authority of India, Lakshmi Bai National College of Physical Education, Karyavattom, Trivandrum-81

Received and
accepted this
contract

.....

(Signature with date name and designation on behalf of the agency, seal)

Place:

Date:

Witness

1.

2.

SECTION - VII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Principal
Sports Authority of India,
Lakshmibai National College of physical Education,
Trivandrum - 81

[The bank, as requested by the successful bidder,
shall fill in this form in accordance with the
instructions indicated]

Date: [insert date (as day, month, and year) of
Notification of Award]
And Contract No. _____

Bank's Branch or Office: [insert complete name of
Guarantor]

Beneficiary: Sports Authority of India, _____

PERFORMANCE GUARANTEE No.:

[insert Performance Guarantee number]

We have been informed that [insert complete
name of firm] (hereinafter called "the bidder") has
entered into Contract No. [insert number] dated
[insert day and month], [insert year] with you, for
the supply of [description of Goods and related
Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to
the conditions of the Contract, a Performance
Guarantee is required.

At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall remain in full force and effect till the [insert number] day of [insert month] [insert year], here in after called the said date that is the period that is required for satisfactory performance and fulfilment in all respects of the said contract by the bidder and that if any claim accrues or arise against us ----- Bank Ltd by virtue of this guarantee before the said date, the same shall be enforceable against us.-----Bank Ltd not with standing the fact that the same is enforced within 60days after the said date provided that a notice of any such claim has been given to us-----Bank by the SAI, LNCPE before the said date.

We --- ----- Bank further agree that the SAI , LNCPE shall have fullest liberty, without effecting in any manner or obligations here under, to vary any of the terms and conditions of the said contract or to extend time of performance guarantee by the bidder or to postpone for any time or from time to time any of the clauses exercisable by SAI, LNCPE against the bidder or to forbear or enforce any of the terms and conditions relating to the said contract and we----- Bank shall not be released from any liability under this guarantee by reason of any such variation or extension being granted to the bidder of or for any forbearance and or for any omission on the part of SAI, LNCPE or any other matter or thing whatsoever which under the law relating to sureties would ,but for this provision have the effect of so releasing us from our liability under this guarantees.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Suppliers

(Signature)
Full Name &
Full Name & Official
Official address address
With office stamp

(Signature)

With office stamp