

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

**TENDER DOCUMENT-FORM FOR AWARD OF ANNUAL CONTRACT TO
OUTSOURCE DEPLOYMENT OF UN-SKILLED LABOURERS FOR RUNNING &
MAINTENANCE OF THE INSTITUTE MESS**

A. ELIGIBILITY CRITERIA:

- (i) Having registrations/ license required under the following Acts, valid as on the date of bidding:-
- a) Incorporation as a company registered under Indian Companies Act or a corporate body legally constituted or partnership firm registered under the Indian Partnership Act or Proprietary concern (self-attested copies of supporting documents to be enclosed);
 - b) The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (self-attested copies of online ECRs of the EPF remittances for the preceding three months to be enclosed);
 - c) The Employees' State Insurance Act, 1948 (challans of the ESI remittances for the preceding three months to be enclosed);
 - d) CGST/SGST Act (Registration along with GST Return for preceding three months to be enclosed);
 - e) Income-Tax Act (copy of PAN Card to be enclosed);
 - f) The Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority (copy of Registration issued by the competent authority to be enclosed);
- (ii) Average Annual financial turnover during the last 3 years, ending 31st March 2018, should be at least 80% of the estimated cost ("Certificate of Turnover" issued by a Chartered Accountant in the format prescribed in tender, along with audited Annual Statement of Accounts and Income Tax Returns of these three years to be enclosed);
- (iii) Experience of having successfully/satisfactorily completed similar nature of work (running the Mess or providing labour for running the Mess) during the last 7 years (up to September 2019) in Government Organizations/PSUs/Autonomous Bodies/Govt. Educational Institutions /other agencies (The other agencies mean Statutory Bodies and all bodies having ownership and /or control under Central / State Govt.), as under:-
- Three similar completed works each costing not less than the amount equal to 40% of the estimated cost;
- OR
- Two similar completed works each costing not less than the amount equal to 50% of the estimated cost;
- OR
- One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- (copies of work orders as above with their respective contract completion certificates to be enclosed).

- (iv) The bidder have been providing at least 80% of total strength of Institute's requirement of manpower for similar nature of work (running the Mess or providing labour for running the Mess) in Government Organizations/PSUs/Autonomous Bodies/Govt. Educational Institutions / other agencies, which mean Statutory Bodies and all bodies having ownership and /or control under Central / State Govt.(organization-wise list and documentary evidences of wages payment by NEFT for the preceding three months with names of personnel on roll to be furnished);
- (v) The bidder has an office at Gwalior with effective communication facilities like telephone, email etc. and manned to ensure quick response (documentary evidence in this regard to be enclosed). Otherwise, the bidder is required to submit an undertaking to the effect that they will open an office at Gwalior with aforesaid facilities within one month from the date of commencement of contract, if awarded to them;
- (vi) The bidder has its own Bank Account (Details of account along with statement of last one month to be furnished);
- (vii) A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that
- There is no pending criminal case before any Court of law against the Proprietor / firm / Partner or the bidder company;
 - The bidder has not defaulted from the payment of statutory dues like EPF, ESI, GST, Income Tax etc. during the last three years;
 - The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/ Govt. Educational Institute/Private Organizations during the last three years;
 - No contract of the bidder has been terminated before expiry of term during the last three years.

B. TENDER FORM COST & EARNEST MONEY DEPOSIT:

- The tender form is free of cost, which may be downloaded by the bidder from the website of Institute or CPPP.
- Earnest Money Deposit is required to be accompanied along with tender documents by way of Bank Draft / Bankers cheque in favour of "Registrar, LNIPE, Gwalior" payable at Gwalior.
- EMDs of the bidders will be released / returned after finalization of tender process.
- No interest shall be payable on such refund.
- EMD of a bidder will be forfeited on refusing to take up the work awarded, or on failing to furnish performance security upon their selection for the award of contract.

C. PROCEDURE FOR SUBMISSION OF BIDS:

- Tenders are to be submitted in a main sealed envelope super scribed as "award of annual contract to outsource deployment of un-skilled labourers for running & maintenance of the Institute Mess" in the tender box kept in the office of Deputy Registrar (Estates) by 3.00 PM on 13.11.2019.



2. The tenders may also be sent by speed post / registered post / courier by clearly mentioning the above subject and addressed to **the Registrar, LNIPE, Race Course Road, Shaktinagar, Gwalior 474 002 (MP)** in such a manner that the same are reached by 3.00 PM on **13.11.2019**.
3. Any tender received after the prescribed deadline, will be rejected.
4. The **main tender envelope** should contain three sealed envelopes as under:-
 - Envelope No. 1** - Containing Demand Draft / Bankers Cheque on account of EMD along with duly filled in **Annexure 'A'** (On the back side of the Bank Draft, the bidder must write firm's name and tender applied for).
(Write "**EMD**" on envelope);
 - Envelope No. 2** - Containing duly filled in "**Technical Bid**" as per "**Annexure 'B'**" and "**C**" with all required documents
(Write "**Technical Bid**" on envelope);
 - Envelope No. 3** - Containing "**Financial Bid**" in duly filled in "**Annexure 'D'**"
(Write "**Financial Bid**" on envelope).
5. All pages of the technical bid and financial bid shall be duly page-numbered.
6. The conditional bids will not be accepted.
7. The Institute may, for any reason, modify the tender document by suitable amendments, through the website of Institute at any time prior to the opening of technical bids, for which, no separate communication will be sent to the prospective bidders.
8. The supervisory charges/profit margin are required to be offered in percentage, to be written in numerical as well as words in the columns provided for the purpose.
9. If a bidder quotes "Nil" or "below 3%" charges as supervisory charges/profit margin in the Financial Bid, then the bid shall be treated as un-responsive and accordingly, will not be considered.
10. The bidders must ensure that all entries in the tender form are legible and filled clearly, and all pages of the technical bid and financial bid are signed by an authorized representative of the bidder firm.
11. Any over-writing or correction or cutting in the filled-in tender form, will make it liable to be summarily rejected.
12. The bidders are required to visit the site and inspect the campus in question before submission of their bids so as to fully assess the requirements for the work for which, they are bidding, before submitting bids. This is required to be declared by the bidders in the technical bid format.
13. The bidders will observe the highest standard of ethics during the bidding process. The Institute reserves the right to reject a tender if it is found that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, or undesirable act in the tendering process.

14. The eligibility of bidders shall be examined only on the basis of documents submitted by them in the tendering process.
15. Decision of the competent authority of the Institute shall be final and acceptable to the bidder.
16. The Institute reserves right to call for any documenting original to verify the veracity of the documents submitted by the bidders.
17. The tenders shall remain valid for acceptance for a period of 180 days from the date of opening of tenders.

D. OPENING OF BIDS:

1. The inner envelopes containing technical bids and EMD will be opened first on **13.11.2019** at 4.00 PM in LNIPE, Gwalior in the presence of the bidders or their authorized representative(s), if any.
2. The inner envelopes containing financial bids of only technically qualified bidders will be opened later on in the presence of the bidders or their authorized representative(s), present if any. The date and time will be intimated to the qualified bidders separately.
3. In case the office is closed on the said dates for any reason, then the same will be opened on the next working day at the same time.

E. REJECTION OF BIDS:

1. The bid of a bidder will be rejected, if not meeting all the requisite criteria stated hereinabove and furnished in the technical bid form or submitted without tender fee and/or EMD;
2. Canvassing by a bidder in any form whatsoever, may invoke summary rejection of its bid.
3. The bidders will have comply with the conditions mentioned in the tender document and accordingly clearly fill the same in the formats (Technical and Financial), failing which, the Institute reserves the right to reject the same.
4. Un-signed or incomplete filled-in tenders shall be summarily rejected.
5. The Institute reserves the right to reject any or all tenders without giving any notice or assigning reason thereof.
6. No correspondence shall be made with those bidders, who are rejected on the basis of their technical bids.
7. The decision of the competent authority of the Institute shall be final and acceptable to the bidder.

F. PERIOD OF CONTRACT:

1. The contract is likely to commence from 1.12.2019 and would be awarded for a period of one year on the terms and conditions of this tender document.



2. The Institute reserves right to re-award the contract for a further maximum period of two years on yearly basis subject to satisfactory performance of contractor firm during the preceding period/year and upon acceptance of the contractor to accept re-award of work on the same terms and conditions.
3. The contract may be curtailed / terminated before the stipulated contract period at any time on account of deficiency in service by the contractor firm.
4. The contract shall automatically expire on completion of its period, unless extended further as stated hereinabove.

G. PERFORMANCE SECURITY:

1. The successful bidder firm shall be issued letter of intent (LoI), which would constitute work order.
2. The successful bidder will, within 10 days of issue of the LoI, be required to furnish its written acceptance to the Institute along with a non-judicial stamp paper of Rs. 100/- (for signing agreement with the Institute) and performance security equivalent to 10% of the total estimated cost as stipulated in the tender form by Demand Draft/Bankers Cheque in favour of Registrar, LNIPE, Gwalior payable at Gwalior or through RTGS in LNIPE Bank Account, or by submitting Fixed Deposit in the name of Registrar, LNIPE, Gwalior, which must however be valid at least for a minimum period of sixty days beyond the date of completion of all contractual obligations of the contractor.
3. The performance security is refundable after expiry of sixty days from the date of successful/satisfactory completion of contract period or extended period, if any, on written request by the contractor in this regard, after discharge of all the contractual /statutory obligations by the contractor to the satisfaction of the Institute, otherwise it will be subjected to adjustment to such extent.
4. No interest shall be payable on the amount of performance security.
5. In case of breach of any terms and conditions stipulated in the tender, the Performance Security Deposit will be liable to be forfeited by the Institute, besides annulment of contract.
6. If the contractor firm fails to service the contract for the prescribed period for whatsoever reasons or fails to perform the work as per contract up to the satisfaction of the Institute, or commits breach of any of the terms and conditions of contract, then the Institute shall have right to forfeit EMD and/or performance security, as the case may be, and/or terminate the contract. The Institute shall also have the right to blacklist the contractor.

H. MANPOWER REQUIREMENT:

1. The contractor firm will be responsible for the assigned maintenance in the entire campus through deployment of specified number of labourers in the tender form on 8½ hourly duty as per schedule of the Institute from time to time.
2. The contractor firm shall engage required number of labourers from time to time and it shall ensure proper conduct of deployed persons in the Institute and as such, shall be responsible for any act of indiscipline on the part of persons deployed by it.



3. As this is the contract for running and maintenance of the Mess, hence the contractor will deploy only such labourers, who are conversant with its functioning with appropriate skills, and willing to perform all kind of the duties in the Mess.
4. The contractor firm shall be responsible for providing and verification of all documents related to proofs of photo identity, age, address, educational qualifications, etc. for each person engaged by them in the Institute.
5. The number of personnel may be increased or decreased to the extent of 20% of prescribed number of personnel in the present tender on pro-rata basis, depending upon requirement from time to time. For this purpose, a notice of at least two days will be given by the Institute.
6. The upper age limit of deployed persons will be 60 years and the contractor will be required to discontinue deployment of persons as and when they attain the prescribed age-limit.
7. No person of less than 18 years of age, will be deployed. Employment of child labour will lead to termination of the contract at any time, whenever noticed.
8. The Institute has no objection, if the existing persons are deployed by the contractor subject to their mutual acceptance and on agreeing to be governed by the present tender document.
9. The service provider shall provide adequately trained, well-disciplined, physically fit and alert persons for duty in the Institute.
10. All the deployed persons on duty in the Institute should be able to read and write in Hindi language.
11. The deployed persons must have an impressive bearing and mentally fit with sound appearance and should not be suffering from any contagious disease.
12. The contractor shall not deploy any person, who is medically unfit for duties.
13. The contractor firm shall be responsible for behavior and conduct of their deployed personnel. No workman with doubtful integrity or having bad record, shall be deployed by the contractor firm.
14. The particulars of manpower requirement will be as per provisions made under "Scope of Work".
15. The working hours of labourers will ordinarily be 8 ½ hours in a day (including one hour lunch break) on 6-day week basis, which may be in one span or in two shifts (morning and evening) as prescribed by the Institute Mess from time to time depending upon the functional requirement to keep both the Institutional Mess functional.
16. The contractor firm will provide weekly off to its deployed persons as paid-off in accordance with law in force from time to time and no person shall be engaged beyond a shift of 8½ hours a day on duty in the Institute. However, when a labourer is put on duty for a period exceeding four hours a day, then he will be granted one paid-off, which shall be required to be availed within 30 calendar days, otherwise it will lapse.
17. The contractor firm shall arrange for a substitute well in advance, if there is any probability of a person leave the job or proceeding on leave.
18. The deployed labourers shall always be in proper uniform, as prescribed by the Institute from time to time, while on duty with their Identity Card displayed over it.
19. The contractor firm shall provide its staff at least two sets of uniforms.



20. The contractor firm shall conduct minimum once a fortnight physical inspection of their staff and countersign the attendance register at the Institute's respective section.

I. SCOPE OF WORK OF THE CONTRACTOR FIRM:

As prescribed in **Appendix – I**.

J. PAYMENT OF WAGES:

1. The contractor firm shall arrange disbursement of wages to all the deployed persons in the Institute by 5th of succeeding month only through bank transfer (NEFT). Payment of wages in cash will not be accepted.
2. The wages of deployed persons are linked to Central Wage Rates. Hence, the contractor firm shall make the payment of wages as prescribed by the Chief Labour Commissioner (Central), Govt. of India, New Delhi with respect to the respective categories of employees for Gwalior city from time to time.
3. The contractor firm shall inform the Institute about revision(s) of wages made by the Chief Labour Commissioner (Central), Govt. of India, New Delhi from time to time, and will also ensure disbursements accordingly, and in such cases, the Institute will reimburse the differential amount, as required from time to time.
4. All the payments made by the contractor to its deployed persons shall be open for inspection / verification by the Institute for its satisfaction at all times.
5. In case the Institute receives any complaint with respect to less disbursement of wages or any kind of malpractice, then the Institute will inquire into the matter and take appropriate action in the matter, which will be binding on the contractor firm.
6. The contractor firm shall also be solely responsible for timely payment of wages, leave rest etc. as per laws in force and the Institute will not be responsible in any manner in this regard.
7. The deployed persons will be employees of the contractor firm and shall not be the employees of the Institute and it shall in no case, pay them the wages less than the minimum mandated rates, as per the Central Wage Rates / Minimum Wages Act.
8. The contractor firm will be solely responsible for all remittances on account of welfare measures like EPF, ESI etc. as required under the laws in force from time to time.

K. SUPERVISORY CHARGES/PROFIT MARGIN PAYABLE TO CONTRACTOR FIRM:

1. The bidders are required to only offer the Supervisory charges/profit margin in percentage (%) of the Basic Wages in the Financial Bid.
2. The supervisory charges/profit margin will be payable on the basic wages as prescribed by the Chief Labour Commissioner (Central), Govt. of India, New Delhi from time to time for the respective category of labourers applicable for Gwalior City, and as paid by the contractor to its deployed personnel. In other words, the components like VDA, EPF (Employer Share), ESI (Employer Share) etc. will not qualify for calculation of supervisory charges/profit margin.
3. The supervisory charge/profit margin shall remain fixed in percentage, during the entire contract period including extended period and/or re-award of the work, as the case may be.
4. The supervisory charge/profit margin should be quoted as a certain % either in whole number or in decimal number with maximum two digits after decimal point.



5. The selection of bidder shall be made on the basis of the lowest supervisory charges/profit margin quoted by them.
6. In case of equal charges quoted by two or more eligible bidders, the bid of such bidder would be accepted, whose average annual turnover of previous three years as per the audited Annual Statement of Accounts submitted, is highest.
7. If a bidder quotes "Nil" or "below 3%" charges as supervisory charges/profit margin in the Financial Bid, then the bid shall be treated as un-responsive and accordingly, will not be considered.
8. The supervisory charges/profit margin will include profit of contractor and all the statutory obligations of the bidder under Minimum Wages Act, Contract Labour (R&A) Act, Gratuity, weekly-off, replacement charges, cost of uniform and other related expenditures like uniform, material for duty, medical fitness tests, character/antecedent verification, Labour License, administrative charges for welfare measures (EPF, ESI), GST etc.
9. Other than the said amount, nothing additional will be paid by the Institute, except the Bonus, which shall be reimbursed as per the relevant statutory provisions on submission of bill along with documentary evidence of its payment to the labourers online through NEFT (as is being done in the matter of payment of wages).
10. The Institute reserves right to call for justification of offered supervisory charges/profit margin from the bidders.

L. PENALTY:

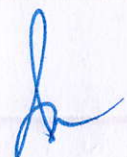
1. The contractor firm is duty-bound to carry-out the contract work in the campus in the manner prescribed herein and if the Institute feels that they are unable to discharge its said duty or lacking in the same, then suitable penalty may be imposed upon the Agency after hearing their case.
2. In case of absence of any deployed person(s) on any particular day, a penalty @ Rs. 500/- per person(s) per day plus amount equivalent to daily wages, will be recovered from the monthly bill of the contractor for the number of days of absence from duty.
3. None of the deployed person shall enter into any kind of private work at any locations within the Institute campus during working hours or otherwise, failing which appropriate penalty shall be imposed without giving any notice.
4. If at any point time, it is noticed by the Institute that contract workers deployed are different from the list of deployed personnel, then the institute will have a right to impose penalty not exceeding five times the wages payable for such identified personnel.
5. The contractor firm shall at all times indemnify the Institute towards any loss or damages caused or any claim raised against the Institute by any party/third party consequent to the contract awarded for the present tender process.
6. The contractor firm shall ensure suitable alternative / substitute arrangements to make up for absence of his deployed staff, failing which the Institute will levy penalty equivalent to double the wages payable to the Contractor firm for such absence.
7. The Institute reserves right to impose appropriate penalties on violation of any of the terms and conditions prescribed in the tender at any time after an opportunity of hearing. The decision of the competent authority of the Institute shall be final and acceptable to the contractor firm.

M. TERMINATION OF CONTRACT:

1. The Institute shall be free to terminate the contract awarded pursuant to the present tender process at any time in case of non-compliance of any of the terms and conditions of tender and/or agreement.
2. Both the parties shall have a right to terminate the contract at any time without assigning any reason by giving a notice of two months. However, The Institute in its absolute discretion, will have right to terminate the contract with immediate effect by payment of a sum equivalent to two month's supervisory charges/profit margin in lieu of notice period, before the maturity period of the contract, without assigning any reason thereof.
3. In case of the termination of contract on its expiry or otherwise, the persons deployed by the contractor firm shall not be entitled to any claim for absorption or continuation in employment of the Institute. The persons deployed by the contractor shall be the employees of the contractor only, for all purposes and the Institute will not recognize any employee-employer relationship with any of the workers of the contractor.
4. The contractor firm shall withdraw all the persons deployed by them on expiry/termination of the contract and ensure that no person create any disruption/hindrances for the smooth functioning of the Institute.
5. If even after award of contract, any information/facts submitted by the contractor firm are found misleading/incorrect/false or anything material concealed, then the Institute will have right to terminate the contract at any point of time during the contract period after affording a reasonable opportunity of hearing to the contractor firm.
6. If at any time during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract, is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood, explosion, then other party will have right to terminate the contract without any notice.

N. PAYMENT PROCEDURE OF BILLS:

1. The contractor firm will disburse wages to the deployed labourers, remit their respective EPF, ESI as per procedures laid down and also pay the appropriate GST and thereafter, submit monthly bills to claim the disbursed wages, remitted EPF, ESI, GST etc. plus finalized percentage of supervisory charges/profit margin, along with the following documents pertaining to the Billing period as soon as possible for them:-
 - a. Attendance/muster-roll register;
 - b. List of personnel deployed during the month, showing their employee code, date of birth, UAN, number of days deployed;
 - c. Copies of ID Cards of all deployed labourers;
 - d. Remittance document of monthly wages in the respective bank accounts of personnel deployed during the month through NEFT or online;
 - e. Copy of bio-metric attendance of all the deployed labourers;
 - f. Combined Challan of EPF with Electronic Challan cum Return (ECR);
 - g. ESI remittance with contribution history;




- h. Monthly wages slips of all personnel;
 - i. Document regarding GST remittances as claimed in the Bill.
2. No advance payment shall be made to the contractor firm under any circumstances.
 3. The bills submitted by the contractor firm will be subject to check and verification by the Institute and the payment thereof shall be made after satisfactory performance of work for the actual deployment as certified by the I/c Supervisor(s) on attendance sheet.
 4. The bills of contractor firm shall be paid by the Institute within a reasonable time period, if it is found in order in all respect.
 5. The Institute shall make the deductions as mandated by the prevailing laws applicable to such payments.

O. MAINTENANCE OF PROFESIONAL ETHICS AND SECRECY:


1. The contractor firm and their authorized representatives, employees, personnel shall observe the highest standard of ethics during the period of contract.
2. It is mandatory for the contractor to maintain professional ethics and absolute secrecy and not to share with/divulge to any person/party/firm or any third party the inside details.
3. The bidder/contractor will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in tender process or execution of the contract or to any third person any material or other benefit which is not legally entitled to.
4. The bidder/contractor will not commit any offence under the provisions of IPC/PC Act.

P. OTHER TERMS & CONDITIONS OF CONTRACT:

1. Once the contractor firm accepts the work and deposits the performance security, the Institute will immediately issue letter in appropriate Form, to enable them to apply before the Regional Labour Commissioner (Central), Ministry of Labour, Govt. of India, Bhopal for obtaining a labour license to undertake contract work by employment of specified number of persons in the Institute. The contractor firm shall submit a copy of the License so obtained, to the Institute within 30 days from the date of award of the contract, failing which the contract shall automatically stand terminated and performance security will be forfeited.
2. The contractor firm will also be required to ensure renewal of validity of aforesaid licenses as and when become due, and submit their copies to the Institute from time to time, without any reference or request from the Institute.
3. The relationship between the Institute and contractor firm will be that of the customer and a service provider and none of the employees of the contractor firm shall ever be deemed to have been the employees of Institute.
4. The deployed persons must have an impressive bearing, physically and mentally fit, sound and alert and should not be suffering from any contagious disease.
5. The contractor shall not deploy a person in the Institute, who is medically unfit for discharge of assigned duties.
6. The contractor firm will also get medical fitness tests of all its deployed persons in the Institute once a year and submit reports to the Institute. Any person found medically unfit, will not be deployed by the contractor.



7. The contractor firm shall be responsible for the safety of the persons deployed by it.
8. The contractor firm shall submit UAN of all the deployed persons within 3 months from the date of deployment from time to time.
9. The contractor firm shall issue Identity Cards to all its deployed persons in the Institute, which they shall wear /display with proper uniform.
10. The contractor firm will install his own biometric attendance system for proper record of their arrival and departure time and at the end of month, the monthly attendance report with these details will be submitted to the concerning Supervisor appointed by the Institute, as part of the monthly bill.
11. The contractor firm shall be solely responsible for timely of wages, leave rest etc. as per laws in force and the Institute will not be responsible in any manner in this regard.
12. The contractor firm shall be solely responsible for redressal of the grievances of disputes relating to the persons deployed by them. The Institute shall, in no way, be responsible for settlement of such issues whatsoever.
13. The contractor firm shall arrange for surprise checks at least once a week during the working hours to check the alertness and attentiveness of their deployed persons and take corrective actions, if considered necessary, with due intimation to the Institute.
14. The contractor firm shall be responsible and liable for all losses/damages caused to the Institute and its property on account of negligence, carelessness or dereliction of duty directly or indirectly on the part of their deployed persons, and accordingly shall make such losses good, up to the satisfaction of the Institute.
15. The contractor firm will ensure verification of character and antecedents of the deployed persons through the Police Authorities before their induction/deployment in the Institute from time to time and further all the documents of police verification within a period of one month along with their bio-data with attested photographs of all deployed persons.
16. The contractor firm will carry-out police verifications thereafter, on interval of every six months at their own expenses and submit documents to the Institute from time to time.
17. The contractor firm will employ only such workers, whose antecedents including character have got been thoroughly, verified by them through police authorities and there is nothing against them.
18. The contractor will provide a list of all personnel deployed by it in the Institute campus with their permanent and present address along with their latest photographs.
19. The contractor firm will be responsible for all acts of commission and omission on the part of the manpower engaged by them. The Institute shall not be responsible in any manner whatsoever, in the matters of injury/death/health etc. of the deployed personnel while performing duties under the contract.
20. The persons deployed by the contractor shall not take part in any staff union and association activities.
21. The Institute will not provide any transport, canteen, medical or other facilities to the deployed persons.



22. The contractor firm shall provide uniform to its deployed personnel on its expenses and ensure that they wear the neat and clean uniform while on duty and remain alert during the duty hours. The contractor shall finalize the uniform with the prior approval of the Institute.
23. The contractor firm shall ensure that persons deployed by them will not indulge in any criminal activities, malpractices or undesirable act or any act, which is not in consonance with the terms and conditions of the tender and any act contrary to the directions issued by the Institute to the Agency from time to time. In case of any breach on the part of the Agency and/or its employees, the liability of the Agency shall be absolute and as such, the Institute shall not be liable for any criminal or civil liability in any manner whatsoever.
24. The contractor firm will provide weekly off to its deployed persons as paid-off in accordance with law in force from time to time and no person shall be engaged beyond a shift of 8 hours a day on duty in the Institute.
25. The contractor firm shall ensure that the number of manpower is provided as per requirement of the Institute from time to time to carry-out the assigned contract work. If a deployed person is on leave or absent, a substitute shall invariably be posted in his/her place.
26. The contractor firm shall provide monthly pay-slips duly indicating details of basic wages, VDA, as also, details of deductions and furnish copies thereof along with monthly bills being submitted to the Institute.
27. The contractor firm will be solely responsible for timely disbursement of wages to its employees and also remittances of EPF, ESI, GST etc. within the stipulated time period for these purposes and it will bear all liabilities of penalties etc. on this account.
28. The contractor firm is also responsible for ESI cards to be granted within three months after verifying family details.
29. The contractor firm shall be solely responsible for all the legal obligations on staff employed by it in the Institute and comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970, ESI Act, Workman's Compensation Act 1923, Payment of Wages Act, EPF Act 1952, Employment of Children Act 1938, Payment of Bonus Act 1965 (Bonus reimbursable by the Institute at actual), Minimum Wages Act 1948, Employers Liability Act 1938 and/or any other rules / regulations and / or statutes that may be applicable to them from time to time. Failure to fulfill the obligations thereunder, the Institute shall be entitled to recover any of such losses or expenses, which it may have suffered or incur on account of such claims, demands, loss or injury from the contractor monthly payments. The contractor will also keep the Institute informed about any amendment in the concerned law/rules from time to time.
30. In case, the contractor fails to comply with any statutory/taxation liability under concerned law, with the result that the LNIPE is put to any loss, obligation, monetary or otherwise, then the LNIPE will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security deposit of the contractor in full.
31. Full control of the staff deployed by the contractor will rest directly with them. The Institute will liaise through its respective Officer and / or Supervisors to oversee duties of the staff, who will deal with the Agency and issue necessary orders.
32. Subletting of the contract or any part thereof will not be allowed and doing so, will lead to cancellation of the contract, and will make the Agency liable to termination of contract and forfeiture of performance security and/or EMD, as the case may be and other suitable action.
33. The use of drugs and liquor by the persons deployed by the Agency is totally prohibited.



34. The manpower being deployed by the contractor firm shall at all times be subjected to screening by the Institute to ascertain their antecedents, suitability and skills. Before deploying a person in the Institute, the contractor firm shall furnish complete particulars for record and/or instructions, if any.
35. The performance security submitted by the contractor firm on award of present tender, may be used by the Institute in case the contractor fails to discharge any of its obligations or any default or liability.
36. The contractor firm shall maintain date-wise attendance record and submit it for verification or perusal by the Institute as and when required.
37. The Institute will deduct income tax, GST and any other tax applicable, at source from all the payments made to the contractor, in accordance with the provisions of IT Act or any other law as applicable from time to time.
38. The contractor firm shall be responsible for any damage to the equipment, machinery or system in the Institute on account of negligence/fault of the contractor's staff and the same will have to be made good at his risk and cost.
39. The contractor firm shall deploy personnel in such a way that they should have weekly rest as stipulated under the provisions of laws.
40. The contractor firm shall forthwith inform the Institute in case of cancellation or suspension or expiry of licenses issued by the Regional Labour Commissioner (Central), Govt. of India, Ministry of Labour from time to time.
41. The contractor firm's authorized representative shall personally contact the Head of Section in the Institute at least once a month to get a feedback on the services rendered by the contractor for taking prompt effective action, if so required by the Institute.
42. Unless and until a formal contract is prepared and executed, the tender document together with written acceptance of the contractor firm shall constitute a binding contract between the parties.

Q. ARBITRATION & JURISDICTION:

1. Any dispute/difference arising out of or relating to this tender, including interpretation of its terms and conditions will be resolved amicably through mutual discussions of the concerned parties.
2. However, if disputes are not resolved by mutual discussions, then the matter will be referred to the Sole Arbitrator as per the provisions of the Arbitration and Conciliation Act 1996, who shall be appointed by the Vice Chancellor, LNIPE, Gwalior.
3. In case the matter still remains un-resolved in Arbitration proceedings, then the dispute will lie within the territorial jurisdiction of Gwalior Courts only.



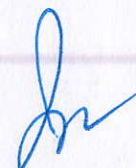
SCOPE OF WORK OF THE CONTRACTOR FIRM

The Institute is fully residential with student capacity of about 900 and its 2 Mess (Boys & Girls) are run by the Institute itself. Hence, its running and maintenance is out-sourced to perform mainly the following functions shift-wise, as per requirement of the Institute from time to time:-

- Cooking and serving three meals – breakfast, lunch and dinner;
- Preparation and serving of morning and evening tea, and / or snacks as per institutional requirements;
- Managing and control of stocks and inventories;
- Cleaning of utensils, kitchen and serving items;
- Cleaning of cooking, dining and auxiliary areas;
- Security of the equipments, utensils and other items belonging to the Mess;
- Maintenance of the equipments in the kitchen and dining areas;
- Providing similar services in the formal / official functions of the Institute from time to time.

Details of deployment of labourers for performing aforesaid duties under the direct supervision of Mess Warden(s) and Mess Supervisor(s) will be as under, which may however, be altered or amended as per institutional requirement from time to time:-

Particulars of place/duty	Number of labourers
Boys Mess (dish-washer)	02
Boys Mess (washing area)	02
Boys Mess (UG counter)	02
Boys Mess (PG counter)	02
Boys Mess (Vegetable cutting area)	04
Boys Mess (chapatti making machine)	04
Boys Mess (housekeeping)	04
Girls Mess	04
Girls Mess (cleanliness etc.)	02
TOTAL	26



PROFORMA FOR E.M.D. SUBMISSION**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

To:-
The Registrar,
LNIPE, Gwalior.

**SUBMISSION OF E.M.D. FOR AWARD OF ANNUAL CONTRACT TO OUTSOURCE DEPLOYMENT
OF UN-SKILLED LABOURERS FOR RUNNING & MAINTENANCE OF THE INSTITUTE MESS**

Pursuant to your open tender, we are submitting our bid/tender for the award of contract in question and enclose the Bank Draft of EMD amount in original, details of which are as under:-

Amount	
Bank Draft Number	
Dated	
Name of the Bank	
Branch	

DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.
4. Should this bid be accepted, we hereby agree to abide by and fulfill all the terms and conditions of the tender document and in the event of default on our part, we give irrevocable consent to the effect that the EMD may be forfeited absolutely.
5. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding contract between the parties.
6. We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____

**LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)**

**ANNEXURE 'B'
PROFORMA OF TECHNICAL BID**

**AWARD OF ANNUAL CONTRACT TO OUTSOURCE DEPLOYMENT OF UN-SKILLED
LABOURERS FOR RUNNING & MAINTENANCE OF THE INSTITUTE MESS**

Sl. No.	Details of particulars required	Details of particulars furnished by the bidder	Copy enclosed at Page No.
1	Name of the bidder		
2	Full address of the bidder		
3	Bidder's – a) Mobile / Phone Number b) E-mail ID c) Website		
4	Date of incorporation of the bidder (furnish exact date and enclose supporting document i.e. Certificate issued by the Competent Authority)		
5	Incorporation as a company registered under Indian Companies Act or a corporate body legally constituted or partnership firm registered under the Indian Partnership Act or Proprietary concern (self-attested copies of supporting documents to be enclosed)		
6	The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (self-attested copies of online ECRs of the EPF remittances for the preceding three months to be enclosed)		
7	The Employees' State Insurance Act, 1948 (self-attested copies of challans of the ESI remittances for the preceding three months to be enclosed)		
8	CGST/SGST Registration Number (self-attested copy of registration along with GST Return for preceding three months to be enclosed)		

9	Income-Tax Permanent Account Number (self-attested copy of PAN Card to be enclosed)		
10	License / Registration under the Contract Labour (Regulation & Abolition) Act, 1970 issued by the competent authority (self-attested copy of Registration issued by the competent authority to be enclosed)		
11	The bidder company's Bank Account details (details of account along with statement of last one month to be furnished)	Account No. Type of Account Bank Branch IFSC	
12	Average Annual financial turnover during the last 3 years, ending 31 st March 2018, should be at least 80% of the estimated cost ("Certificate of Turnover" issued by a Chartered Accountant in the format prescribed in tender at Annexure - C, along with audited Annual Statement of Accounts and Income Tax Returns of these three years to be enclosed)	F.Y. Turnover (INR) 2015-16 2016-17 2017-18	
13	Experience of having successfully/satisfactorily completed similar nature of work (running the Mess or providing labour for running the Mess) during the last 7 years (up to September 2019) in Government Organizations/PSUs/Autonomous Bodies/Govt. Educational Institutions /other agencies (The other agencies mean Statutory Bodies and all bodies having ownership and /or control under Central / State Govt.), as under:- Three similar completed works each costing not less than the amount equal to 40% of the estimated cost; OR Two similar completed works each costing not less than the amount equal to 50% of the estimated cost; OR One similar completed work costing not less than the amount equal to 80% of the estimated cost. (copies of work orders as above with their respective contract completion certificates to be enclosed)		
14	The bidder have been providing at least 80% of total strength of Institute's requirement of		

	<p>manpower for similar nature of work as in the tender applied for, in Government Organizations/PSUs/Autonomous Bodies/Govt. Educational Institutions / other agencies, which mean Statutory Bodies and all bodies having ownership and /or control under Central / State Govt.</p> <p>(organization-wise list and documentary evidences of wages payment by NEFT for the preceding three months with names of personnel on roll to be furnished)</p>		
15	<p>Details to the effect that the bidder has an office at Gwalior with effective communication facilities like telephone, email etc. and manned to ensure quick response</p> <p>(documentary evidence in this regard to be enclosed)</p> <p>Otherwise, the bidder is required to submit an undertaking to the effect that they will open an office at Gwalior with aforesaid facilities within one month from the date of commencement of contract, if awarded to them;</p>		
16	<p>A declaration to the following effect is required to be submitted on affidavit on non-judicial stamp of Rs. 100/- that</p> <p>(a) There is no pending criminal case before any Court of law against the Proprietor / firm / Partner or the bidder company;</p> <p>(b) The bidder has not defaulted from the payment of statutory dues like EPF, ESI, GST, Income Tax etc. during the last three years;</p> <p>(c) The bidder is not blacklisted by any Government Organization/PSU/Autonomous Body/ Govt. Educational Institute/Private Organizations during the last three years;</p> <p>(d) No contract of the bidder has been terminated before expiry of term during the last three years.</p>		
17	Any other information		

DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We declare that we have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.
4. Should this bid be accepted, we hereby agree to abide by and fulfill all the terms and conditions of the tender document and in the event of default on our part, we give irrevocable consent to the effect that the EMD may be forfeited absolutely.
5. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding contract between the parties.
6. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.

Date:

Place:

Signature of bidder:

Name, Address, Phone & Seal:

ANNEXURE 'C'
CERTIFICATE OF TURNOVER

FOR THE PURPOSE OF SUBMISSION OF TENDER FOR AWARD OF ANNUAL CONTRACT TO OUTSOURCE DEPLOYMENT OF UN-SKILLED LABOURERS FOR RUNNING & MAINTENANCE OF THE INSTITUTE MESS

(To be submitted in original)

This is to certify that M/s
has registered the following turnover and profit/loss during the last three financial years:-

Financial Year	Annual Turnover (in Rupees)	Net profit/loss
2017-18		
2016-17		
2015-16		

The above information/figures are true and authentic to the best of our knowledge and belief and derived from the Balance Sheet and / or Income Tax Return of the said firm.

Date:

Place:

Seal & signature of Chartered Accountant

Regn. No.

DECLARATION BY THE BIDDER

I/We hereby submit the aforesaid document in original and undertake its correctness / veracity on the basis of enclosed ITR as well as Balance Sheets of all these three financial years. I/we are aware that furnishing of any false information / fabricated document would lead to rejection of my/our tender at any stage, including during the contract award, besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____

LAKSHMIBAI NATIONAL INSTITUTE OF PHYSICAL EDUCATION, GWALIOR
(DEEMED TO BE UNIVERSITY)

ANNEXURE 'D'
FINANCIAL BID PROFORMA

AWARD OF ANNUAL CONTRACT TO OUTSOURCE DEPLOYMENT OF UN-SKILLED
LABOURERS FOR RUNNING & MAINTENANCE OF THE INSTITUTE MESS

Name & full address of the bidder firm	
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We hereby offer the following rates:-

Sl. No.	Particulars of Head	Offer
1	Wages to the semi-skilled and / or un-skilled labourers.	As per Central Minimum Wage Rates prescribed by the Chief Labour Commissioner, Govt. of India from time to time applicable for Gwalior City for respective category of labourers.
2	EPF contribution	As per EPF Act in force from time to time.
3	ESI contribution	As per ESIC Act in force from time to time.
4	GST or any other applicable tax	As per laws in force from time to time.
5	Supervisory charges//profit margin (in Percentage) (Amount will be calculated on the Basic Wages ONLY (i.e. excluding of DA) as prescribed by Chief Labour Commissioner, Govt. of India from time to time).	In numeric: _____ In words: _____

DECLARATION

1. We have carefully examined the tender document and offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
2. We declare that we have carefully read each and every condition and the scope of work given in the tender document and having understood the same by making a physical/spot assessment of the work, we confirm our acceptance without any condition or deviation.
3. We agree to keep the bid valid for a period of 180 days from the date of opening of bid and it shall be binding on us and may be accepted at any time before the expiry of that period.

4. Should this bid be accepted, we hereby agree to abide by and fulfill all the terms and conditions of the tender document and in the event of default on our part, we give irrevocable consent to the effect that the EMD may be forfeited absolutely.
5. Unless and until a formal contract is prepared and executed, the tender document together with our written acceptance thereof shall constitute a binding contract between the parties.
6. I/We give consent that the decision of the tender committee and/or competent authority of the Institute shall be final and acceptable to me / us.

Date:

Place:

Signature of bidder: _____

Name, Address, Phone No. of agency (with Seal): _____