

SIFL:HRD:05-01/2018

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Phone: 0487 2201751, 2201734,

E-mail: sifl@sancharnet.in

Web Site: www.siflindia.com

STEEL AND INDUSTRIAL FORGINGS LTD.

(A Govt. of Kerala Undertaking)

Athani.P.O, Thrissur-680 581

Tender Title: Working of the Canteen at SIFL, Athani and Shoranur Machining Unit.

Steel and Industrial Forgings Ltd., Athani P.O., Thrissur-680 581 (hereinafter called the Company) invites online bids (E-TENDER), from experienced Contractors who have operated canteen in industry for working of the canteen, at our factory located at Athani, Thrissur & Shoranur for the period from 01.01.2019 to 31.12.2019.

1) Scope of Work/Terms & Conditions:-

1. The Tenderer shall be responsible for working of the canteen in accordance with the directions/instructions issued by the Company or any person or Committee authorised in this behalf by the Company.
2. The Tenderer shall supply labour for preparation of wholesome meals, tea and coffee and other items of food of the quality and quantity approved by the Company. The Tenderer shall also supply labour for preparation of such other items or preparations of food as may from time to time be directed by the Company at prices to be fixed by the Company.
3. The canteen and the food supplied therein shall always be open to inspection by any person or Canteen Management Committee authorised by the Company in this behalf.
4. The Tenderer shall keep and maintain the canteen, its premises and all articles therein in a clean and hygienic condition and shall always strictly carry out the directions given by the Company in this behalf; including washing of the canteen hall and kitchen at least once a day.
5. The Company shall allow the Tenderer to use free of cost of the building and

furniture, vessels, utensils, crockery, cutlery and electrical and other equipments. The Tenderer shall take good and proper care of all the aforesaid articles and entrusted to him for the purpose of use in the canteen.

6. The Company shall supply free of cost electric power, steam and water necessary for the purpose of canteen. The Tenderer shall always take good care of the premises, fittings, structures and other properties of the Company. The Tenderer shall in the event of any shortage or failure in supply of power or water, beyond the control of the Company, make his own arrangements for the said amenities under intimation to the Company:
7. The Tenderer shall serve food at the dining hall from the canteen only to the employees of the Company and to such other persons as may be permitted by the Company. The food shall be made available and served at all times, both day and night including on holidays and at the departments in the factory and in such other places of the Company as directed by the Company from time to time.
8. Intoxicating, spurious or adulterated drinks or food shall not be prepared or served at or from the canteen.
9. The Tenderer shall supply labour required for the working of the canteen and he shall be solely responsible and liable for payments of all benefits and emoluments of such employees and no such employee shall ever be considered as an employee of the Company. The Tenderer shall provide his employees working in the canteen with uniform and shall not employ or engage person or persons, diseased or mentally unfit or suffering from any contagious disease, in any work connected with or relating to the canteen and shall always ensure good behaviour of his employees. The Tenderer shall furnish a list of employees to be engaged (not more than fourteen) by him to the Company prior to their engagement and they shall undergo a medical checkup and produce fitness certificate before being engaged in the canteen.
10. Tenderer shall observe and comply with the provisions of all labour and Industrial Enactments and shall be responsible for the payment of ESI/PF contributions, gratuity, leave, salary and bonus in respect of his workers. If the Tenderer fails to pay any contribution, charges or other amounts payable under any or all of the provisions of the aforesaid Enactments, the Company shall deduct or adjust the amount equivalent to such contributions, charges or amounts out of subsidies or

any amount payable to the Tenderer by the Company including the security deposit and make payments to the appropriate authorities. Any amount payable under any other law or in respect of any person employed by the Tenderer if not paid by the Tenderer shall also be deducted or adjusted out of subsidies or any money payable to the Tenderer including security deposit by the Company and paid over or withheld for payment to such person or authority.

11. The Company shall under no circumstances be liable for any injury, accident or death of any persons in employment of the Tenderer and if any such liabilities arise to the Company, the Tenderer shall reimburse the same to the Company and in case of failure the Company shall be entitled to deduct such amount from any amount due to the Tenderer from the Company.
12. The Tenderer shall, on the expiry of the period of the agreement, or on termination of the agreement, forward clearance certificate, duly signed by both the Tenderer and his employees to the Company within three days of the expiry/termination of the agreement. The Company shall settle the accounts of the Tenderer within 15 days of receipt of the clearance certificates as stipulated above. The employees engaged by the Tenderer will not have any claim whatsoever with the Company.
13. The Tenderer shall not entrust the working of the canteen to anyone else but shall do it himself. The Tenderer shall apply and take out necessary license from the Municipality or any other competent authority and shall also comply with other statutory requirements in force or in connection with the working of the canteen. All taxes, license fees, duties, charges and any other levies by the Government or any other authority arising out of or in connection with working of the canteen shall be paid by the Tenderer.
14. The Company shall have a lien on all the properties of the Tenderer brought in the premises of the Company for any amount due to the Company. All the articles or properties brought to the premises of the Company by the Tenderer shall be notified to the Company and shall not be removed from the premises without written permission of the Company.
15. In the event of any strike, lay off, retrenchment, lock-out or closure or any such other happenings, resulting in the closing down of the canteen, the Company shall not be liable to the Tenderer for any loss or damage caused thereby.
16. The Company shall have an absolute right to revoke this license agreement

without assigning any reasons and on such revocation the Tenderer shall vacate the premises within 1 month of such revocation.

17. The Tenderer shall be liable to perform the work as stipulated in the agreement for the full period of the agreement. However, if the Tenderer fails to perform the work/discontinues the work during the pendency of the agreement period, the Company reserves the right to impose a penalty equivalent to the losses sustained by the Company for making alternate arrangements.

18. The license agreement shall be valid for a period of one year from the 1st January, 2019 to 31st December, 2019.

19. The Tenderer shall submit the list and the items required for the provisions, Vegetables, Non-Veg items etc at the beginning of every month for which the company shall make payment directly to the vendor.

20. The Tenderer shall operate the canteen 7 days a week and cater to all 3 shifts operated in the company.

21. The Tenderer shall employ at least 14 workers in the canteen.

22. The Tenderer must possess 5 years experience in running Industrial Canteen.

23. Testimonial from clients showing 5 years experience in running Industrial Canteen.

24. The number of persons to be served shall be in the following range:

(1) Morning Coffee/ Tea	– 300 per day
(2) Break Fast	– 400 per day
(3) Midmorning Coffee and Snacks in evening	– 460 per day
(4) Lunch	– 400 per day
(5) Afternoon Tea and Snacks	– 400 per day
(6) Dinner	– 300 per day.

25. The Tenderer should have registration under the provisions of Contract Labour (R&A) Act and must comply with all the provisions in this regard.

26. The tenderer must provide boiled drinking water in shops during night shifts as and when required.

27. The tenderer shall be provided with the required no. of cylinders of LPG gas of 19 kg and the cost of the same shall be recovered from the bill.
28. The tenderer shall maintain the bio gas plant by dumping the vegetable waste into the plant and not to dump any other materials like Plastic etc.
29. Cooked food items shall not be kept open on the floor/kitchen.
30. Smoking and consumption of alcohol is strictly prohibited in and around the canteen. If such practices are noticed, the same will be viewed very seriously and appropriate action will be taken by the company.
31. The Tender and any order resulting from this Tender shall be governed by our conditions of contract and the supplier quoting against this Tender shall be deemed to have read understood the same.
32. Where Counter Terms and Conditions of business have been offered by the supplier, we shall not be deemed to be governed by those unless our specific written acceptance thereof has been given.
33. No Conditions and Terms, notice of which has not been given by the Suppliers while submitting tenders, will be considered by us, if put forward in subsequent correspondence.

2. Instructions to Bidders:

1. The Bid should be submitted online at website <http://etenders.kerala.gov.in> in the relevant covers only, by the due date and time, as specified in the "critical Dates" view of the "Work Item details" of the tender. Late/delayed tenders submitted online after the due date and time, for whatsoever reasons will not be considered. The Server Date & Time as appearing on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
2. Partially completed/incomplete bids shall not be considered.
3. All communication regarding the tender including queries if any and submission of offers shall be done online within the e-Procurement system at website <http://etenders.kerala.gov.in>

4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>

5. Steel and Industrial Forgings Ltd shall not be responsible for any delays reasons what so ever in receiving as well as submitting offers, including connectivity issues. Steel and Industrial Forgings Ltd shall not be responsible for any postal or other delays in submitting EMD/tender cost wherever applicable.

6. Steel and Industrial Forgings Ltd will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.

7. Double cover system Bidders are required to submit offer in two covers, namely "Fee/Pre Qual /Technical / Financial". Bidders are requested to upload the scanned copies of the following details "online".

- 1) Technical and Financial offer in your letter head without rate.
- 2) Bye-law of your Organization.
- 3) Registration, ESI and PF of your Organization. (Mandatory)
- 4) Terms and Conditions: Duly sealed and signed
- 5) Copy of the Registration Certificate under Contract Labour (R&A) Act
- 6) Proof showing 5 years experience in running industrial canteen.

1. **Price Bid (BOQ):** Bidders are requested to quote per rate for the work in the Finance cover (BOQ) only. Please do not quote/mention rates anywhere else in the tender other than BOQ.

8. Please note that queries related to enquiry specifications, terms & conditions etc. Should be submitted online only by logging in at <http://etenders.kerala.gov.in> before the Clarification end date/time specified in the 'Critical Dates' view of "Work item Details". Steel and Industrial Forgings Ltd, at its sole discretion, may not entertain the queries sent by post/fax/e-mail or through any other mode of communication.

9. Tender opening will be done online at the time and dates specified in the tender "Critical Dates View" of "Work Item Details".

10. The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender

after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

11. Tenderers if required, Necessary Training required regarding Digital Signature Certificate and e-bidding the same will be given. Please contact our HRD Department. Phone No. 0487 2201734.

12. Steel and Industrial Forgings Ltd reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. Steel and Industrial Forgings Ltd reserves right to accept any or more offer in part. Decision of Steel and Industrial Forgings Ltd in this regard shall be final and binding on the bidder.

3. Tender:

a. Every tender shall be made in English.

b. If the tenderer is a firm or Company, the tender documents to be submitted by the authorized signatory of the firm.

c. If the tenderer is a partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be enclosed.

d. Tenders not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.

e. When a tenderer submits his tender in response to this document, he will be deemed to have understood fully about the requirements of the terms and conditions of the tenderer.

f. On the due date of opening, the tender will be opened.

g. Tenderers who failed to comply with earlier contractual obligations of Company which resulted in short closure/cancellation of any contract are not eligible to participate in this tender.

4. EMD (Earnest Money Deposit):

1. Bidders should remit Tender Fees and EMD at the time of online bid submission using the online payment options of e-procurement system. Bidders are advised to visit the

"Downloads" section of e-procurement (www.etenders.kerala.gov.in) for detailed instructions on making online payment using internet banking facility of SBT or by using NEFT facility. Any existing amount available with SIFL in any form will not be adjusted against the payments of this tender.

2. Tenderer is required to remit an amount of Rs. 1,00,000/- as Earnest Money Deposit.

3. Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in) should ensure the following:

4. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separated. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.

5. Account number as per Remittance Form only: Bidders should ensure that account No. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-procurement system.

6. Bidders should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-procurement system for that particular tender. Bidder should ensure the correctness of details of inputs while remittance through NEFT. Please also ensure that your banker inputs the 22 digit Beneficiary account number (which is case sensitive) as displayed or appears in the Remittance form. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, Company name etc. should be entered in the account number column along with account number for NEFT remittance. While submitting tender the bidder shall seek clarification from IT mission e-procurement for online payment of the tender fee/EMD. Tender fee and EMD are too paid as a single remittance. SIFL shall under no circumstance be responsible for failed transactions on account of non-compliance of the above.

7. Only SBI's internet banking and NEFT remittance allowed: RTGS payments, Account to Account transfer or Cash payments are not allowed and are invalid mode of payments.

8. UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be update as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.

9. One Remittance form per bidder and per bid: The remittance form provided by e-procurement system shall be valid for that particular bidder and bid should not be reused for any other tender or bid or by any other bidder.

10. The bids will not be considered for further processing if bidder fails to comply on points as above and tender fees and EMD will be reversed to the account from which it was received.

11. Earnest Money Deposit will be fortified if the rates are enhanced from their quoted rate during validity period or extended period, or the order is not executed after the acceptance of the order.

12. Tenders received without EMD will not be considered.

5. Tax:

No tax will be payable by us unless payment of same is specifically stipulated by the supplier in their tender and the same is legally leviable.

6. Payment:

Payment shall be released on completion of the work in every calendar month, on receipt of bills before 5th day of subsequent months. Statutory deductions if any shall be deducted from the bill.

7. Negotiations:

a. The tenderer will be required to attend the negotiation, if Company so desires, at our office at Athani, Thrissur on a date fixed by the company. The date of negotiation as fixed by SIFL will be final and binding on the tenderer.

b. Only bids made by technically qualified party shall be considered.

8. We reserve ourselves the right to accept or reject any tender without assigning any reasons.

9. Security Deposit:

The Successful bidder shall deposit Rs. 3,00,000/- as Security Deposit. However, the EMD paid by him shall be adjusted towards Security Deposit and tenderer shall remit only the balance amount of Rs. 2 lakhs.


12-11-18
SENIOR MANAGER (A&HRD)