

**WORK/SERVICE CONTRACT FOR SUPERVISION, COOKING, SERVING AND HOUSE KEEPING
SERVICE IN CANTEENS & GUEST HOUSE AT LPSC, VALIAMALA**

GENERAL TERMS AND CONDITIONS

1. **PREAMBLE:**

Liquid Propulsion Systems Centre (LPSC/ISRO) is looking for reputed companies/agencies having highly capable and diligent personnel to carry out the activities related to work package for cooking, serving and housekeeping services in Canteens & Guest House and supervision of all the above activities at LPSC Valiamala, Thiruvananthapuram.

2. **DEFINITIONS:**

- a) The term “Service Receiver” means Liquid Propulsion Systems Centre (LPSC), a Centre under the Indian Space Research Organization (ISRO) of the Department of Space (DOS) hereinafter called “Service Receiver” includes its Units/Entities/Groups/Divisions of LPSC located at Valiamala P.O, Thiruvananthapuram – 695547.
- b) The term “Service Provider” includes any registered/licensed Establishment which will be deemed responsible and held accountable for performing the Work Contract.
- c) The term “Work Package” shall mean a Work Package Contract to provide services at different Canteen & Guest Houses of Service Receiver as per the Scope of Work.
- d) The terms “Employees” shall mean all the employees, supervisors and staff deployed by the Service Provider to carry out the Work Package tasks as defined in the Work Package Order(s).
- e) The term “Focal Point” shall mean the designated officials of Service Receiver, who will be coordinating with the Supervisor of the Service Provider. The Focal point of Service Receiver shall be mentioned in the Work Package Order(s).
- f) The term “Supervisor” shall mean the Identified/qualified persons of “Service Provider”, who will supervise the works carried out by the qualified work force of “Service Provider”
- g) The term “Paying Authority” shall mean the Accounts Officer of the Service Receiver.

3. **SCOPE OF WORK:** The scope of the work under the contract includes pre-preparation activities for cooking, Cooking of food items, arrangement for servicing (misc-en-place), Serving of food items, cleaning of utensils and Housekeeping services in Canteen and Guest House including waste disposal, and supervision of all the above works/activities and any other relevant works/service, assigned by Catering Manager (Service Receiver) from time to time, by engaging required manpower as per clause (9), in Canteens and Guest House of LPSC, Valiamala. The Service Provider shall ensure that the works assigned to them are completed within the prescribed time-limit, under their supervision. The Service Provider shall engage

required number of persons with relevant qualifications and experience to carry out the above works/activities.

4. **PERIOD OF WORK PACKAGE ORDER:** The proposed Work Package Order(s) will be valid for a period of 24 months from the date of issue of Order/Contract, with an option to extend the same for a further period of one year, with the same, rates, terms and conditions on mutual consent. The commencement of the contract shall be within one month from the date of placement of work contract.
5. **SERVICE PROVIDER PRE-REQUISITES/ELIGIBILITY FOR THE BIDDER:** The Service Provider shall fulfill the following requirements.
 - a) Should be a registered firm/Company/society, having license from approved/competent Government agencies for engaging man powers/labourers. The Bye-Law/Registration Certificate should permit undertaking the proposed work.
 - b) Should have valid license for engaging labourers before submission of tender and a copy of valid registration, license etc. shall be submitted along with Technical Bid for verification
 - c) Should have minimum two years experience in running industrial type (Mass production) cafeteria/canteen in private, public sector, Central Government or State Government, by employing minimum 20 labourers in single contract of continuous period of minimum one year within 5 years from the date of submission of tender. The Bidder should produce documentary evidence of experience of previous/current purchase (or) work order for running industrial type cafeteria/canteen along with quotation.
 - d) Should have valid registration with Labour Department, EPF Organization and ESI Corporation.
 - e) Should have Income Tax Registration (PAN)
 - f) Should have GST Registration
 - g) If bidders are falling under the category of MSE vendors and registered with NSIC, copy of such valid license should be enclosed. Else those offers will not be considered for relaxation as per Public procurement policy (PPP)
 - h) Bidder shall produce copy of PAN and GST Registration taken in the name of company / taken in the name of the proprietor, if the firm is proprietary, along with technical bid failing which the tender will be summarily rejected.
 - i) Should have employees with adequate experience/expertise to undertake activities elaborated hereunder.
 - j) Should submit 6 months' Bank statement showing minimum bank balance for paying at least 4 months 'wages to the work force.
 - k) The Bidder shall comply with all Acts, laws including the Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, by-laws applicable or which might be applicable.
 - l) The successful Bidder should furnish bio-data, qualification and experience of the contract personnel with local police verification report before commencement of contract whenever new personnel are engaged.
 - m) Bidders failing to meet the above requirements and submitting the quotation without relevant documents along with technical bid will be summarily rejected.
 - n) Solvency- The service provider shall be solvent before concluding the Contract and shall have adequate capital to carry on the Contract.
 - o) **EARNEST MONEY DEPOSIT (EMD) :** An amount of Rs.5,00,000/- (Rupees Five lakhs only) to be submitted along with the Technical Bid, in the form of PO/DD/Cheque/BG/FDR in favour of Accounts Officer, LPSC /Bank Guarantee (valid for a period of 45 days beyond the final tender

validity date) from any scheduled Bank executed on non-judicial stamp paper of appropriate value as per the prescribed format enclosed. Any tender not accompanied with EMD shall be treated as invalid tender and rejected. Service Providers seeking exemption from payment of EMD shall submit necessary proof for claiming exemptions along with Technical Bid. The EMD of the unsuccessful bidders shall be refunded within 30 days of conclusion of Contract. Technical bid should accompany the EMD amount in the form of PO/DD/Cheque/BG/FDR, failing which the tender/bid will summarily be rejected.

6. **PRE-BID MEETING:** A pre-bid meeting is scheduled to be held at LPSC Valiamala by inviting the parties who are interested to participate in the two-part tender for giving them an overall idea about the activities involved in operation and maintenance activities of the facilities. This is to enable the parties to understand the complexity of work involved in operation and maintenance activities of the facilities thoroughly before submitting their price bid. Bidders interested to participate in the pre-bid meeting may register their name Please note that the bids from the parties who do not participate in the Pre-bid meeting will be summarily rejected. All bidders shall participate in pre-bid meeting compulsorily and the tenders submitted by those bidders who have not participated in pre-bid meeting will not be considered and summarily rejected. Interested bidders may visit LPSC canteen on day of pre bid meeting. Those who are interested in participating the meeting may contact SR.PURCHASE & STORES OFFICER (Phone :0471-256-7727 / 7726) for arranging entry pass accordingly.
7. **SUBMISSION OF TENDER:** Bidders shall quote Daily Service Charge (DSC) [inclusive of Wages, Statutory levies (ESI, EPF etc.) & Service Provider's overheads and profit (Working days & Saturdays) for the following:

CATEGORY	Daily Service Charge (DSC) [inclusive of Wages, Statutory levies (ESI, EPF etc.) & Service Provider's overheads and profit] for each of the following food items:					TOTAL DAILY SERVICE CHARGE (TDSC)	Over heads and Profit element in % (percentage) included in TDSC
	Break fast Upto 200 Nos.	Special Tea/coffe e and Snacks (2000 each) *	Lunchupt o 2000 Nos.**	Evening Tiffinupt o 300 Nos.	Dinneru pto 50 Nos.		
Supervisors-07 Nos.							
Cooks-14 Nos.							
Attendants- 40 Nos.							
Cleaning/House keeping staff-34 Nos.							

* (Morning/ Evening) (tea/coffee upto 2000 Nos. and snacks upto 2000 Nos.)

** (including special lunch, working lunch, thali meals, north Indian meals, ala-carta, sweets, special items, non veg. dishes etc. as decided by Contact person from time to time)

- a) Tender documents are to be prepared in two parts ie. Techno-Commercial Bid & Price Bid.
b) Mandatory Documents: The following documents shall be submitted by the Service Provider along with Technical Bid without which your offer will NOT be considered.

- I. Service Provider's details as per Annexure-A
 - II. Declaration Form as per Annexure-B
 - III. Declaration with respect to Court Cases, if any pending or being contemplated against the Service Provider as per Annexure-C
 - IV. "Near Relative" Certificate declaration in the format inline with CLAUSE 7(f) as per Annexure-D
 - V. TECHNO-COMMERCIAL BID as per Annexure-E
 - VI. PRICE BID as per Annexure-F
 - VII. Compliance Statement as per Annexure-G
 - VIII. Copy of valid license/Registration Certificate
 - IX. Copy of Income Tax Registration (PAN)
 - X. Copy of GST Registration.
 - XI. 6 months' Bank statement showing minimum bank balance for paying at least 4 months' wages to the work force.
 - XII. Income Tax Return (ITR) for the last two financial years.
 - XIII. Balance sheet or P & L Account for the last two years
 - XIV. Certificates/valid license for getting relaxation as per Public Procurement Policy (PPP) (MSME/NSIC etc.).
 - XV. EMD amount in the form of PO/DD/Cheque/BG/FDR.
- c) **PRICE BID**-Service Provider has to submit Price bid as per Annexure-F. Bidders shall quote for Daily Service Charge for each category of service mentioned at CLAUSE 7, including statutory levies (ESI, EPF etc.) and his Profit & overheads element. Tenders of those who have not quoted profit & overheads element will not be considered and summarily rejected. Offers received in any other format other than that specified in CLAUSE 7 above will be summarily rejected.
- d) The price bid of all the bidders, who is meeting all the techno-commercial aspects in technical bids, will be opened and Lowest Techno-commercially Suitable Offer (LTSO) will be decided based on the fulfillment / compliance of scope, terms and conditions and of lowest Total Daily Service Charge for each category. LTSO will be found out for each category separately and LPSC reserves right to conclude parallel contract with any other parties by splitting the scope of contract, in any manner, at the discretion of LPSC.
- e) LPSC reserves the right to reject any tender either for part or full for whatsoever reasons may be.
- f) Submission of Forged documents: If any of the Service Provider submits any forged or false documents along with their tender/Bid, such Tender/Bids will be summarily rejected and such Service Providers will be blacklisted for all future tenders/bids.
8. **EVALUATION OF OFFERS**: Service providers will be qualified based on the following criteria.
- a) The compliance of all the pre-requisites/eligibility criteria for bidders as per clause (6).
 - b) Experience/expertise in execution of work and the ability to provide employees of required qualification & expertise to carryout various technical activities as demanded in Work package.
 - c) Complying with all the Terms and Conditions.
 - d) In the absence of non-availability of any of the documents sought for, offer will NOT be considered by the Service Receiver.
 - e) **OFFER VALIDITY**: The offer/bid submitted by the Service Provider shall be valid for a minimum period of One hundred and twenty days (120 days) from the date of opening of the Bids/Tenders.

- f) It may specifically be noted that the bids quoted with unreasonably low prices to undercut or predatory pricing with an intention to obtain the Work Package Order(s) are liable to be rejected by Service Receiver in order to ensure quality.
- g) **NEAR RELATIVE:-**The Service Provider shall furnish a Declaration (Annexure-D) of the details of “Near Relative” of the Service Provider (of the owner, partner, member of board of directors, members of governing body, or similar authorized bodies responsible to perform the management functions of the Service Provider’s Firm) who is/are working/employed in VSSC & IISU, Liquid Propulsion Systems Centre (LPSC), a Centre of ISRO located at Thiruvananthapuram and any other ISRO Centre/Unit.
- h) If any “Near Relative” are engaged as above, a declaration (Annexure-D) to the effect that the said employees of ISRO has no connection/ partnership/share-holding or any other business interest in the Service Provider’s firm shall be certified and provided.
- i) The “Near Relative (s) means:
- I. Spouse
 - II. The one is related to the other in a manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) and brother's wife, sister, sister-in-law, sister's husband (brother-in-law) in relation to the Partner / Shareholders / Directors / Executives / Office bearers of the Service Provider.

9. **APPROXIMATE MANPOWER (WORK FORCE) REQUIREMENT:** On Working Days: LPSC’s normal working days are from Monday to Friday. Considering the nature of work and various work sites/location, the Service Provider shall ensure engaging minimum number of Manpower (in man hours), as detailed below, for smooth execution of work, on daily basis, for carrying out detailed work mentioned at clause 3. Service Provider shall provide the bio-data of their qualified workforce.

Category/Type of work.	No. Required per day (Nos/ Man hours)	Qualification
Supervisory (Skilled)	persons (8 hrs.X7)=56 Man hrs.	Degree/ Diploma in Hotel Management/ Catering technology
Cooking (Semi Skilled)	14 persons (8 hrs.X14)=112 Man hrs.	SSLC pass and 5 years experience in the relevant field
Assisting of canteen works (Unskilled)	40 persons (8 hrs. X 40=320 man hrs)	8 th std pass
Cleaning works (Unskilled)	34 persons (8 hrs.X34=272 man hrs.)	8 th std pass
Total	95 persons (8 hrs. X 95=760 man hrs.)	

- a) Requirement of Additional Manpower : - In addition to normal Canteen and Guest House Services, LPSC require preparation of special food items, occasionally, in connection with seminars, meetings, visits of VVIPs or any such special occasions as decided by Service Receiver from time to time both in Working Days and Holidays. In such circumstances, Service Provider shall supply/engage additional required Workers (in all categories), in consultation with Service Receiver and to ensure smooth preparation/service of food items, cleaning works etc. to utmost satisfaction of Service Receiver. Additional man hours shall be engaged by the Service Receiver, on working days/Saturdays with the approval of Head, PGA/Controller.

- b) Attendance/Man hours of workers of Service Provider shall be taken from online punching system by Accounts Officer, LPSC, if required, before making payment every month. Accounts Officer, LPSC shall deduct proportionate payment of absentees, in case the number of laboures in the bill for payment is less than with Punching records.
- c) LPSC reserves the right to increase / decrease the number of Work Units or manpower in the contract due to departments requirements during the currency of the contract and daily service charge will also be increased or decreased proportionally.

10. **WORKING HOURS:** Canteen will function in shift basis during working days ie.6.30-15.00 hrs. (1st shift), 8.45-17.15 hrs. (2nd shift-general shift), 11.30-20.00 hrs. (3rd shift) (including 30 Minutes for lunch break in all shifts). Service Provider shall deploy their staff in shift basis as per details given below:

	Supervisory staff	Cooking Staff	Canteen Assts	Cleaning staff	Total
First Shift (6.30-15.00)	2 (16 MH)	7 (56 MH)	20 (160 MH)	20 (160 MH)	49 (392 MH)
Second shift (8.45-17.15)	3 (24 MH)	3 (24 MH)	11 (88 MH)	12 (96 MH)	29 (232 MH)
Third Shift (11.30-20.00)	2 (16 MH)	4 (32 MH)	9 (72 MH)	2 (16 MH)	17 (136 MH)
Total	7 (56 MH)	14 (112MH)	40 (320 MH)	34 (272 MH)	95 (760 MH)

- d) There will be only two shifts in Saturdays and holidays (ie. 6.30-14.30 hrs. (1st shift), 8.45-17.15 hrs(2nd shift), the number of workers required for Saturdays and holidays shall be decided in consultation with Service Receiver considering the menu of food items to be prepared.
- e) The quantity/menu of various foods to be prepared varies from normal working days and on holidays. But on all the 365 days of a year the canteens are operated.
- f) ON HOLIDAYS: Service Provider shall supply sufficient number of man power/workers (in all categories) on Sundays and other closed holidays, in consultation with Service Receiver, for preparation of food items as per the instruction of the Service Receiver and to ensure smooth functioning of Canteen and Guest House.

11. **PAYMENT:** Daily Service Charge-Bidders shall quote for Daily Service Charge for each category of service mentioned at CLAUSE 7, including statutory levies (ESI, EPF etc.) and overheads and Profit element. The daily Service Charge is the payment for preparation of the maximum quantity of food item mentioned in clause (6). There will not be any decrease in daily service charge (DSC) in case of decrease in quantity of food items prepared on working days and Saturdays. However, in case of increase of quantity of food items mentioned in clause (6), proportionate increase in payment will be given as per formula given at clause 11(c).

- a) Profit & overheads & labour element-The Total Service Charge shall includes profit & overheads element and labour element and bidders shall quote separately the profit & overheads element in percentage wise included in Total Daily Service Charge compulsorily

and remaining portion of the Total Daily Service Charge shall be identified/accounted as labour element for payment/salary to his workers and proof of salary/payment disbursement to his workers of previous month shall be submitted to Accounts Officer, LPSC along with his claim for monthly payment. Any shortage of payment from labour element will not be paid by LPSC.

b) TOTAL DAILY SERVICE CHARGE FOR NORMAL WORKING DAYS& HOLIDAYS(INCLUDING SATURDAYS & CLAUSE 7 SUNDAYS)

Total Daily Service Charge (TDSC) payable (for each category vs. food item) on Normal Working days and Saturdays will be calculated using the following formula:

TDSC -TOTAL DAILY SERVICE CHARGE FOR EACH CATEGORY vs. FOOD ITEMS AS PER CLAUSE 7
TDWFE -TOTAL DAILY WORK FORCE (NO. OF PERSONS) ACTUALLY ENGAGED FOR EACH CATEGORY
TDWFR -TOTAL DAILY WORK FORCE (NO. OF PERSONS) REQUIRED FOR EACH CATEGORY AS PER CLAUSE 10

$$\text{TDSC} * \text{TDWFE} / \text{TDWFR}$$

c) TOTAL DAILY SERVICE CHARGE FOR OVERTIME / ADDITIONAL WORK

Total Daily Service Charge (TDSC) payable (for each category vs. food item) on Holidays/Overtime work will be calculated using the following formula:

TDSC -TOTAL DAILY SERVICE CHARGE FOR EACH CATEGORY vs. FOOD ITEMS AS PER CLAUSE 7
TDMHE -TOTAL DAILY MAN HOURS ACTUALLY ENGAGED FOR EACH CATEGORY
TDMHR -TOTAL DAILY MAN HOURS REQUIRED FOR EACH CATEGORY AS PER CLAUSE 10

$$\text{TDSC} * \text{TDMHE} / \text{TDMHR}$$

(However, there will not be any deduction towards ESI, EPF etc. on the above payment).

12. **MONTHLY WORK REPORT (MWR):** The Service Provider shall obtain Monthly Work Report from Service Receiver, LPSC in the prescribed format along with monthly bills. Suitable grading will be included in the Work Completion Certificate as Good / Average / Not Satisfactory. An amount as detailed below will be deducted as compensation for poor service from the Total Daily Service Charge of respective category:

Good (full payment) / Average (5% deduction) / Not Satisfactory (10% deduction).

13. **SUBMISSION OF BILLS AND PAYMENT:** Payment shall be made on pro-rata monthly basis against bill certified for payment by Service Receiver and approved by Head, PGA/ CONTROLLER. The bill shall be raised in favour of Accounts Officer, LPSC and submitted to Service Receiver for arranging payment. The Service Provider shall submit their bill to Service Receiver, before 3rd(third) of every month for arranging payment. The Service Provider shall submit the bill with Income Tax or any other Tax/Taxes/Fees/Cess/Levy(ies) as applicable and

any statutory element/component payable by the Service Provider as per rules will be recovered from the monthly bills payable to the Service Provider.

14. Supporting documents which should be submitted by the Service Provider along with the monthly bills/invoice, starting with the bills for the 2nd month onwards:
 - I. Proof of wages made to the each workers of the service provider for the preceding month.
 - II. Proof of remittance of both employees and employers contribution towards EPF, ESI and Premium towards Policies (as the case) applicable if any made for the preceding month including the statements containing names of the workers deployed, account numbers, contribution paid.
 - III. Proof of GST paid for the preceding month towards bill amount received from LPSC.
 - IV. Monthly consolidated Attendance report of Workers; separately for each shift (Accounts Officer shall verify the report with online punching system, if required).
 - V. Monthly Work Report (MWR)
 - VI. Service provider shall be under complete obligation to provide any other related documents called for by LPSC from time to time.
15. In case the Service Receiver is made liable to pay any statutory liability arising due to the default of the Service Provider in relation to the Work Package Order(s), the Service Receiver shall be entitled to deduct/recover the same from the payment against the Work Package Order(s) due to the Service Provider.
16. Payment will be made within 10 days on submission of bills.
17. GST/ applicable taxes shall be paid extra.
18. Income Tax and other taxes if any shall be deducted at source as per prevailing government rules from time to time.
19. Payment shall be made by RTGS/PFMS strictly as per the actual services provided by the Service Provider.
20. The timely payment of remuneration to the workforce, remittance of EPF and ESI shall be the sole responsibility of the Service Provider. For any default with regard to statutory obligation, the Service Provider is solely responsible.
21. The Service Provider shall also be liable for all Taxes, Levies, Cess etc., on account of service rendered by them to the concerned authorities from time to time as per extant rules and regulations in the manner.
22. The Service Provider shall completely be responsible to maintain the Attendance, Acquaintance of wages paid, EPF, ESI and Comprehensive Medi-claim policy as the case may be. Government authorities shall have the right to inspect these records at any time and take necessary penal action for non-compliance of these provisions, if any.
23. The Service Provider is fully responsible for timely claiming and disbursing monthly payment of remuneration to their work force engaged in the campus of the Service Receiver, within the time limit prescribed in the relevant Act/Rules.
24. The Service Provider should issue signed wage slip/statement on their letter head to the workforce containing details of remuneration paid, recoveries made etc.
25. The Service Provider shall submit to the respective Paying authority of the Service Receiver, the detail of the monthly remuneration in the form of a pay slip made by them to their workforce including the deduction, by 10th of the following month.
26. In case, the Service Provider fails to comply with any statutory/taxation liability under the appropriate law and as a result, if Service Receiver is put under any loss/obligation, monetary

or otherwise, Service Receiver will be entitled to get itself reimbursed either out of the outstanding bills against any of the Work Package Order(s) or from the Security Deposit to the extent of the loss or obligation in monetary terms.

27. Service Receiver shall pay the rates agreed upon to the Service Provider on monthly basis on completion of the assigned work units mentioned in the Work Package Order.
28. The rate(s) mentioned in the Work Package Order(s) shall be firm and fixed during the currency of the Order/Contract.
29. Minimum Wages: The Service Provider shall ensure that the remuneration paid to workforce engaged shall not be less than the Minimum Wages fixed by the Ministry of Labour and Employment, Government of India/State Government whichever is beneficial to the workforce engaged.

30. RESPONSIBILITY OF THE DEPARTMENT (LPSC):

- a) Execution, Supervision and managing of the work of the Service Provider and operation of the Canteen and guest house. The Service Provider shall work under the instructions and supervision of the Service Receiver.
- b) LPSC will provide all the facilities such as equipments, utensils, stove, electricity, gas etc. required for preparation of food items.
- c) Supply of all the ingredients needed for preparation of food and consumables will be supplied by the department. The Service Provider shall prepare the food based on the instruction given from time to time and serve the food.
- d) Checking the quality and quantity of all the food items by Service Receiver before being served.
- e) Verification of food preparation records, guest house records and bills, attendance of the laborers, etc.

31. NATURE OF WORK IN CANTEEN:

- a) All the cooking as well as pre-preparation for cooking like cutting of vegetables, preparation of raw materials etc. to be done at Main Canteen's kitchen and then distributed to site/distribution Canteens. Suitable transport arrangements shall be provided by departments for shifting of staff and food material from main canteen for catering services. Reserved/identified staff needs to go to the respective distribution canteen as per the instruction of the Service Receiver.
- b) The details of various items to be prepared and served are as follows:
- c) **BREAKFAST:** The breakfast should be made ready for service / packing by 7.30 AM every day. The number of breakfast to be made will be decided on the previous day. Irrespective of the quantity, the breakfast should be made for packing / distribution / service by 7.30 AM and accordingly the breakfast preparation is to be planned. The menu will be decided by Service Receiver and will be intimated to Service Provider well in advance. On the basis of cyclic menu during working days and holidays breakfast should be made as per the requirements.
- d) On all days tea / coffee need to be served along with breakfast. During VIP's visit / special occasions special menu need to be prepared according to the direction of Service Receiver.
- e) **MORNING SNACKS & TEA by 9.30 AM:** Every day, one simple snack and Tea to be made and sent for sale against department issued coupons at different identified areas of LPSC, Valiamala.

- f) The Snacks items such as Unniappam, Banana Fritters, Modakam, Cake, Ilayappam, Uzhunnu Vada etc. are to be made in pure sound Indian style. Two of these items are to be made every day.
- g) THALI MEALS (Lunch/Dinner) : Menu will be decided by Service Receiver.
- h) A LA CARTE: Items to be prepared will be intimated to Service Provider by Service Receiver well in advance.
- i) AFTERNOON TEA & SNACKS AT 2.30 PM: Every day, one simple snack and Tea to be made and sent for sale against department issued coupons/ CMS Booking at different identified areas of LPSC, Valiamala.
- j) EVENING TIFFIN AT 5.30 PM: Menu will be decided by Contract person from time to time/day to day.
- k) DINNER: Dinner will be required during on special occasions and VIP visits.
- l) SPECIAL MEALS : Comprising egg/ chicken/ mutton / fish items, fried rice, sweets, North Indian and South Indian vegetable curries, white rice, Sambar, Rasam, Curd, Vegetable Fry, Dal curry, Raitha, Poori, Bathura, Chappathy, Idiyappam, and Vegetable Khorma shall be made and served on special occasions. The special meals are not regular items and need to be made only as and when required.
- m) NORTH INDIAN THALI: Quantity of the North Indian thali meals will be around 200 per day.
- n) SPECIAL CAFETERIA MEALS (Non.Veg& Veg): includes Chicken/Fish items, fried rice/biriyani/tomato rice, fruit salad/ice cream / pineapple slice, pappad, pickle, Veg. Curry, Rasam, Green salad. These are to be served daily by 11.45 AM. Average quantity for Non Veg. is 75 Nos and for Veg. is 25 Nos.
- o) WORKING LUNCH: Rice, Sambar, Avial, Fry, Pickle, Pappad, Veg.Curry, Curd, Salad, Sweets and Egg curry. The Average quantity for Working Lunch is 100 Nos per day.
- p) Special Service of Tea and Snacks at Conference Hall in connection with meetings/seminars etc. as and when required.
- q) TIMINGS: The Service Provider shall provide the services as per the timings mentioned below for each item:

Items	Service time
Breakfast	7:30 AM and 9:00 AM
Morning Tea and Snacks	9:30 AM
Lunch	11:45 AM
Evening Tea and Snacks	2:30 PM
Evening Tiffin	5:30 PM
Dinner	7.30 PM

- r) Any other relevant works/service assigned by Service Receiver from time to time.
- s) HOUSE KEEPING WORK IN CANTEEN AND GUEST HOUSE .
- t) The Kitchen, dining halls, pantry, store rooms, office rooms, canteen surrounding and cabins should be cleaned on daily basis.
- u) Dining halls and kitchen area should be washed thoroughly on daily basis.
- v) Kitchen area should be kept always neat, clean and free from odor and dirt.
- w) Dining Halls, Kitchens and other peripheral areas should be scrubbed and washed once in a week.
- x) Removal of cobwebs should be done once in a week in all areas.

- y) Vessels, meal plates and other kitchen utensils, wash basins should be cleaned on daily basis and vessels should be stacked in proper manner.
- z) Sterilization of spoons, tumblers, plates and other service items should be done once in a week.
- aa) Separate persons should be deployed for cleaning activities apart from kitchen activities.
- bb) Cleaning schedule and spring cleaning schedule need to be maintained and duly signed by Catering Manager / Asst. Catering Manager / Catering Supervisor.
- cc) In addition to this, as and when required cleaning should be done on continuous basis as per the instruction of Catering Manager / Asst. Catering Manager / Catering Supervisor.
- dd) All guest rooms, lounges, Reception room corridors, store rooms, Dining Halls, Kitchen, rest rooms etc., in Guest House area should be cleaned.
- ee) All common areas, attached to Canteens & Guest Houses, namely Staircases, Corridors, Lounges, Store Rooms, Office Rooms, Conference Hall, Dining Halls, Kitchen and Toilets should be cleaned. All occupied rooms including the attached bathrooms / Toilets should be cleaned. Setting / Re – setting of the linen in all the occupied rooms should be done.
- ff) Cleaning of dustbin in all the occupied rooms and common areas.
- gg) The floors of all the rooms, corridors and passages shall be cleaned with disinfectants and regularly mopped.
- hh) Cleaning of toilets in the occupied rooms, common toilets and bath rooms attached to canteens and Guest Houses, is to be done with disinfectants.
- ii) ONCE IN THREE DAYS Cleaning of the unoccupied rooms inclusive of toilets / Bath rooms with disinfectants and removing / cleaning of wastes around the Guest House complex.
- jj) ONCE IN A WEEK Removal of roof cobwebs in all the areas and washing of common areas and passages.
- kk) FURNITURE AND FIXTURES: All the items of the furniture, fans, air-conditioners and light fittings, water coolers, etc., located in the Guest House complex shall be cleaned regularly and kept clean all times.
- ll) INVENTORY: A proper inventory of all the equipments, fittings and furniture, linen etc., which are placed at the direct charge and custody of the Service Provider for use and care shall be maintained by the Service Provider. For any short fall noticed during the period of contract, replacement value of the item shall be recovered from the amount payable to the Service Provider by LPSC, Valiamala.
- mm) LINEN WASHING: Department will identify the agency for washing of Linen used in the guest house. It is the responsibility of the Service Provider to hand over the soiled linen to the identified agency and receive the same under proper accounting.
- nn) CLEANING MATERIALS: All the requisite cleaning materials like phenyl, acids, Harpic etc., cleaning tools like broomsticks, mopping sticks, floor wiper and disinfectants like Odonil, naphthalene balls, room fresheners, tissue papers etc., shall be issued by the department. Naphthalene balls, odonil cakes etc., shall be placed in the toilets and replenished regularly by the contracting agency under proper record.
- oo) The cooking area shall be kept clean and in hygienic conditions, the canteen area is liable for surprise checks by the competent authorities of LPSC and the Service Provider shall comply with the inspection report and shall take necessary corrective measures.

32. UNIFORM, LIVERIES AND PERSONAL HYGIENE:-The Service Provider shall arrange to issue Uniform and liveries for the workforce as under and LPSC will not make any payment/reimbursement for the same. However head cap and gloves will be provided by the

department. Supply of uniform and liveries should be ensured within 20 days from the date of the receipt / acceptance of the PO/Contract. Fabric for uniform shall be of at least 67% Cotton.

Sl.No.	Category of employees	Uniform & liveries allotted with quantity per year
1	House keeping/ Cleaning staff (Male)	Dark blue shirts and pants – 02 Pairs Black Shoes – 1 set Socks – 02 pairs.
2	House keeping/Cleaning staff (female)	Dark red saree with blouse – 2 Pairs Half shoe – 1 set
3	Catering Attendant (Male)	White shirt with blue collar and blue strip on hands – 2 Nos Blue pants – 02 Nos Black shoe – 1 Set Socks – 2 pairs
4	Catering Attendant (female)	White colour saree with blue blouse – 02 Pairs Half shoe – 1 set
5	Cooks	White shirt (check strips on the hand and pocket – 2 Nos) Black and white small check pant-2 Nos. Black shoes – 1 set Socks – 2 Pairs Black & White check full apron – 2 Nos

- a) LPSC shall not make any payment, allowance, reimbursement etc towards uniforms and liveries. and Service Provider has no right to claim payment for such expenses.
- b) Service Provider should enforce wearing of clean uniform by his/her work force during working time, including cap and gloves while serving/cooking. No reimbursement will be made by the department.
- c) Personnel deployed by the Service Provider shall maintain personal hygiene such as cutting of nails, daily shave, short haircut, etc., as per the norms. The standards of service of the Service Provider under the scope of this contract shall be of best quality.
- d) The personnel deployed by the Service Provider shall not have any skin diseases/communicative diseases. If any such person is deployed should be terminated/removed by the Service Provider and replacement to be arranged accordingly.

33. **SAFETY:** The work force shall follow necessary safety precautions scrupulously while performing the duty. The Service Provider shall arrange sufficient insurance to cover any claim arising at the time of discharging the contracted scope of work or for any damages / losses caused to the personnel while performing the duty. Department will not pay any compensation for whatever cause arising during the period of contract or subsequently.

- a) The Service Provider shall arrange medical check-up for the persons deployed by him once in six months through the departmental Medical Officer. Service Provider shall make necessary arrangement for medical treatment to his work force as prescribed by Medical Officer and LPSC will not reimburse any expenditure involved in medical treatment of the work force and Service Provider shall bear the same accordingly. A person found unfit during the medical examination shall be suitably replaced with

immediate effect. The medical checkup is solely to assess the suitability of the work force for continued engagement and LPSC shall not bear any expenses on treatment/medicines arising out of the above medical checkup.

- b) If any of the Service Provider's workforce meet(s) with any injury/indisposition due to accident or otherwise, the Service Provider shall ensure that immediate and adequate medical aid viz., First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Service Provider shall also be liable for meeting the statutory liabilities under the ESI/PF of Workmen's Compensation Act.

34. **SOCIAL SECURITY MEASURES:** The Service Provider shall abide by the Law of the land including, CLR Act, EPF,ESI Minimum Wages, TDS Liabilities, Service Tax etc. Service Receiver shall in no way be responsible for any default regarding statutory obligation. The Service Provider has to ensure compliance of the provisions at the time of submission of bill to the Service Receiver and while making payments to their work force at all times during the currency of the Work Package.

COMPENSATION ACT 1923 –Keeping in view of liability under Employees Compensation Act, 1923, in case of the occurrence of any Accident during the course of execution of this Contract/ Order/Agreement involving any of the persons engaged by the Contract/agency/firm/company occupied within the premises of the work site specified by LPSC and during the discharge of duties, resulting in:

a. Death or permanent disability from loss of both limbs

or

b. In the event of other permanent disability

- 1) The victim/dependent shall be eligible for a compensation of Rs.10 lakhs and Rs.7 lakhs for a & b, respectively. This compensation is applicable irrespective of whether or not there has been any wrongful act, neglect or default and notwithstanding anything contained in any other law. The liability for this shall rest with the Contractors/Agencies/Firms/Companies concerned. Whenever such incident occurs, as per the guidelines of the Department, Department shall make arrangements for disbursing this amount and shall recover the same from the Contractors/Agencies/Firms/ Companies concerned.
- 2) For this purpose, without limiting any of the other obligations or liabilities, the Contractors/Agencies/Firms/Companies concerned shall at his own expense take a Comprehensive Insurance for his workforce and for all the work during the execution period from any of the Insurance Companies as approved by the Insurance Regulatory & Development Authority of India (IRDA).
- 3) The Contractors/Agencies/Firms/Companies concerned shall have to furnish originals along with premium receipts and other papers related thereto to the Officer concerned at LPSC within 15 days from the date of placement of Contract/Order/Agreement and work shall commence only thereafter.
- 4) The Service Provider shall discharge all the legal obligations in respect of the workforce engaged by them for the execution of the work in respect of their remuneration and Service Conditions and shall also comply with all the rules and regulations and provisions of the law in force that may be applicable to them from time to time. The Service Provider shall indemnify and keep indemnified Service Receiver from any claim, loss or

damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Service Receiver shall be final and binding on the Service Provider.

- 5) Service Provider shall ensure statutory Minimum wages, social security measures such as ESI, EPF etc. for his work force under this service contract as per existing labour rules. The Service Provider should remit the Employer's contribution and facilitate recovering and remitting of Employee's contribution towards EPF and ESI every month as per existing rules/law. Any deviation/violation/breach to existing rules/laws will not be allowed, and the Service Provider is solely responsible for any such violation.
- 6) Wage Registers and other Registers/Records shall be maintained properly by the Service Provider, to produce at any time on demand, for verification by the LPSC/Labour Department / other statutory agencies. In case of any minimum wage revision by the Government/Ministry of labour employment during the period of contract, the revised wages has to be paid to the labourers by the Service Provider accordingly.
- 7) The Service Provider shall strictly adhere to all laws relating to the employment of labourers.
- 8) **GROUP INSURANCE/PERSONAL ACCIDENT INSURANCE:** The contract labourers shall scrupulously follow necessary safety precaution while performing the duty. The Service Provider shall arrange sufficient **GROUP INSURANCE/PERSONAL ACCIDENT INSURANCE** to cover any claim arising out at the time of discharging the contracted scope of work or for any damages / losses caused to the personnel while performing the duty. In the event of damages to LPSC property or injury to LPSC's /Service Provider's personnel due to the negligence of Service Provider's employees, the responsibility shall solely rest with the Service Provider. LPSC shall not be responsible for loss of life of the Service Provider's workers due to accidents/natural calamities/ explosives etc.
- 9) The Service Provider shall be responsible for compliance of all statutory provisions relating to Contract Labour (Regulation & Abolitions) Act, 1970 and Central Rules, 1971, Employees Provident Fund and Miscellaneous Provision Act 1952, Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923 in respect of the workforce (including supervisors) of the Service Provider/Service Provider and shall pay the minimum wages fixed by Ministry of Labour and Employment, Government of India or wages fixed by Government of Kerala, whichever is higher as the case may be to the workers deployed, as per law of land including labour and other laws/acts.
- 10) In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof, if LPSC is put into any loss/obligation, monetary or otherwise, LPSC shall have the rights to recover such liability from the Service Provider.
- 11) Service Provider shall produce a **CAR POLICY (CONTRACTOR'S ALL RISK POLICY)** within one month from the date of entering into contract/along with first month's bill in respect of the work for engaged through him for the work at LPSC.
- 12) The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the work-force engaged by them. Service Receiver shall in no way be responsible for the settlement of such disputes. Service Provider should maintain a record of grievance received from the work force and action taken for settlement.
- 13) For all intents and purposes, the Service Provider shall be the "Employer: within the meaning of different Labour Legislations in respect of the work force engaged by the Service Provider by Service Receiver's site. The work force engaged by the Service Provider to the Service Receiver shall not have any claim whatsoever of "Master and Servant" relationship nor have any "Principal and agent" relationship with or the Service Receiver for the said services.

- 14) The Service Provider upon being served with the Work Package Order(s) by the Service Receiver shall obtain all necessary labour license from the Labour Department and all the license shall be valid till the currency of the Work Package Order(s) and shall be extended whenever required.

35. GENERAL / MISCELLANEOUS:-

- a) The Service Provider shall be bound by the details furnished by them to the Service Receiver while submitting the tender or at any subsequent stages. In case, any of the documents furnished by them is found to be false at any stage, it would be deemed to be a breach of the Terms and conditions of the Work Package Order(s) making the Service Provider liable for legal action besides termination of Work Package Order(s) and forfeiture of Security deposit.
- b) Any other terms, conditions or clauses not covered in this document shall be in accordance with other statutory rules/acts applicable to DOS/ISRO.
- c) In case of termination of the Work Package Order(s) on its expiry or otherwise, the work-force engaged by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of employment in the Service Receiver's establishment and shall be made known by the Service Provider to their work force before being engaged.
- d) The status of the Service Provider shall be that of an independent Service Provider. The Service Provider and its work force performing under this Work Package shall not be the employees of Service Receiver. Neither the Service Provider nor its work force shall be considered as employees of Service Receiver. Such work force has no right for subsequent regularization.
- e) The Service Provider shall not assign, transfer or convey in whole or part, this work/Work Package Order(s) to anyone. The Service Provider shall also not delegate any of its obligations or duties under this Work Package Order(s) to anyone. The Service Provider shall not assign, pledge or collateral, grant a security interest in, create a lien against or otherwise encumber any payments that may or will be made to the Service Provider under this Work Package Order(s).
- f) The Service Provider shall be bound to accept all instructions/directions issued by the focal point or any other person duly authorized by them relating to the execution of the Work Package Order(s).
- g) The Service Provider shall maintain a register for the execution of the work and get endorsement of the same from the focal point of the Service Receiver for having completed the work satisfactorily.
- h) The details of work handled by the work force, Supervisor and establishment should be kept secret and should not be divulged to any person or outside agencies. An undertaking in this regard shall be mandatorily provided by the Service Provider as specified in Annexure B.
- i) The Service Receiver reserves the right to reject any of the work-force engaged by the Service Provider, if the present or activity of such work force is detrimental to the interest or discipline or security of the Service Receiver.
- j) The work force once engaged for the Service shall not be changed without the prior concurrence of the Focal Point of the Service Receiver. It is the responsibility of the Service Provider to replace/substitute suitable personnel, in case of discontinuation/termination of the service personnel.
- k) The Government of India has enacted the Micro, Small and Medium Enterprises Development (MSMED) Act 2006 and the preferences that are extendable to the MSME

units including women and SC/ST Entrepreneur's as issued by the Government of India from time to time and wherever feasible, will be applicable for this RFP. In order to avail of the benefits extended by the Government of India to Micro and Small enterprises, Service Providers are requested to submit entrepreneur Memorandum Part II duly signed by the General Manager, District Industries Centre or NISC Registration. Udhयोग Aadhar, Udhयोग details.

- l) Either the Service Provider or their personnel engaged shall not have any right to claim for employment in LPSC based on the work done through this contract
- m) In case of partnership firm "power of attorney" should be signed by one person on behalf of others. Any breach of these conditions by the Service Provider in relation to the bidding firm, the tender/Work Package order(s) will be cancelled and security deposit will be forfeited at any stage whenever it is so noticed. The Service Receiver will not pay any damages to the Service Provider. The Service Provider will also be debarred from further participation in the concerned unit of the Service Receiver.
- n) The Service Provider / his focal point shall be under the overall supervision of the Service Receiver of LPSC.
- o) The Service Provider shall depute only Indian Nationals. The Service Provider shall not terminate any workforce engaged by him or shall not deploy new personnel without intimation to Service Receiver of LPSC.
- p) Any violation of the contract terms like non-payment of wages, non-issuing of uniform, non-execution of additional works whenever asked for etc., shall be viewed seriously and liable for the termination of the contract.
- q) The Service Provider is responsible for any damages caused to the Government property by their personnel. The damages, if any, will be recovered from the Security Deposit and / or from the monthly payment as decided by the Department or against CAR policy. In case, the Service Provider abruptly discontinue/withdraw his services, the Security Deposit shall be forfeited.
- r) In the event of injury to LPSC personnel/Service Provider's personnel due to the negligence of Service Provider's personnel, the responsibility shall solely rest with the Service Provider. The Department shall not be responsible for any loss of life of the Service Provider's personnel caused at LPSC site.
- s) Any loss incurred to the Department to be made good by the Service Provider or liable to be recovered from the Security Deposit. .
- t) LPSC shall not, in any manner be responsible for any act, omission or commission of any of the members of workforce engaged by Service Provider and no claim in this respect will be liable against LPSC. If any such claim is made against LPSC by any worker (or his/her heirs) engaged/employed by the Service Provider, which LPSC is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the Service Provider working at LPSC premises or otherwise, the Service Provider shall be liable to indemnify/reimburse LPSC, all the money paid in addition to the expenses incurred thereon.
- u) LPSC, being a High Security area, the Service Provider, if selected, will be required to follow the security requirements and the personnel deployed shall possess a valid pass/Identity Card issued by LPSC for the Workers/Supervisors for entry into the campus and while on duty. Workers should be instructed to behave in good manner inside the campus.
- v) The Service Provider shall not allow or permit his personnel to participate in any Trade Union activities (or) organized agitation (or) any unlawful activities in LPSC Campuses.

- w) The Service Provider and his workers shall abide by all Security Instructions of the Department. The Workers are not permitted to move in the campus without cause and shall not be permitted to do any work other than the work indicated in the contract.
- x) The Police Clearance Certificate (PCC) for Character and antecedents in respect of the Supervisors and Workers being deployed shall be obtained by the Service Provider from the concerned Police authorities and submit the Original PCC to LPSC for issue of Entry Passes. Subsequent PCC, if required, may also be obtained, during the contract.
- y) If persons engaged by the Service Provider is found responsible for any theft, damage, deface, break or destruction of any installations / fittings etc., in the institution, the Service Provider shall make good the loss, at Service Provider's cost.
- z) Either the Service Provider or their personnel engaged shall not have any right to claim for employment in LPSC based on the work done through this contract.
- aa) All the persons deployed by the Service Provider by virtue of this contract shall remain the employees of the Service Provider and they shall not acquire any claim whatsoever for employment in LPSC/Department of Space or right for regularization as employees of LPSC/Department of Space or for continued engagement under LPSC/Department of Space. There will not be any employer-employee relationship with the Service Provider/workers with LPSC pertaining to this Contract. The Service Provider shall bring the terms and conditions of this contract to the notice of each contract person engaged by him from time to time.
- bb) Sub-letting of Contract: The Service Provider shall not engage any sub Service Provider for the purpose of executing this contract.
- cc) Age limit- Service Provider shall not engage workforce having age less than 18 years and more than 60 years of old under this contract.
- dd) The department shall not provide any transport/conveyance, medical and other similar amenities to the contract workers. The Service Provider should make his own arrangement for providing these facilities to his workers, required, if any.
- ee) **SAFETY:** The Service Provider or his authorized representative shall invariably be present for supervising the works at work site and ensure total safety of his workers and men and materials of LPSC. The supervisor shall be conversant with the SAFETY RULES and other rules, applicable if any.
- ff) The details of work handled in the work place during the execution of work should be kept secret and should not be divulged to any persons/agencies outside LPSC/ISRO.
- gg) Any security violations or involvement in any unauthorized movement/transaction of official materials/properties by the workforce deployed by the Service Provider shall be viewed seriously and could lead to the work order termination and action deemed fit will be taken accordingly.
- hh) Parallel Contract / Adhoc Contract / Split Contract: LPSC reserves the right to enter into parallel /adhoc contract with any other parties during the currency of the contract either separately or by splitting of the scope at its discretion to the advantages of LPSC. The Service Provider shall accept the term unconditionally.
- ii) Recovery of Loss / Cost of damage - It shall be the duty of the Service provider to ensure that the work awarded is carried out without fail as per the instruction of the LPSC. In case of Service Provider's failure to fulfill his contractual obligation and due to this, if Department suffers any loss/damage, appropriate damages shall be recovered from the service provider. Further, it shall be the inherent responsibility of the service provider to ensure absolute discipline amongst the workforce engaged by him for the execution of work awarded to him. In case of any indiscipline behavior reported on the part of the workforce, the service provider shall ensure replacement for such labourers with

immediate effect. For various reasons, if the service provider is not able to deploy the workforce on any particular day, within 30 minutes, he should ensure that alternate arrangement is made. While doing so, if any delay beyond 30 minutes is occurred, LPSC is not held responsible and such under performance or poor performance will be lead to poor rating in Monthly Work Report/termination of contract.

- jj) **Risk Clause:** If the Service Provider fails to render the services under this contract satisfactorily, LPSC may at their option get the work done by other parties at the Service Provider's risk and cost. Any extra expenditure involved in this regard shall be recovered from the Service Provider.
- kk) The Service Provider shall abide by all the instructions that may be given to him from time to time by Service Receiver.
- ll) The Service Provider shall always be bound to act with due diligence and to make full compensation to the LPSC/Department of Space for any loss or damage in consequence of negligence or misconduct of the Service Provider or his Workforce.
- mm) The works shall be done as expeditiously as possible consistent with the instructions issued by the concerned employees of LPSC at work site.
- nn) **Suspension:** LPSC reserves the right to suspend the works in full or part already assigned without any reason thereof and Service Provider shall not claim/be given any payment/compensation.
- oo) **Stoppage:** LPSC reserves right to stoppage of functioning of Canteen and Guest Houses at any day or its part without any reason thereof and Service Provider shall not claim/be given any payment/ compensation.
- pp) **Jurisdiction:** All disputes arising out of this Contract shall have jurisdiction of Trivandrum only.
- qq) No electronic gadgets like Mobiles, Pen Drives etc. are allowed inside the campus.
- rr) In case, the workforce engaged by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Service Provider shall forthwith remove the workforce, in addition, shall take appropriate disciplinary action against such persons under intimation to the Focal Point. The Service Provider shall replace immediately any of its workforce who is/are found unacceptable because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from Service Receiver.
- ss) The workforce engaged by the Service Provider at the Service Receiver's campus shall not carry any Technical/Electronic Gadgets inside the Service Receiver's Campus and shall follow all security and safety norms as prescribed by the Service Receiver, from time to time.
- tt) The Service Provider shall ensure that the work force engaged by them are disciplined and do not participate in any acts prejudicial to the interest of the Service Receiver.
- uu) The Service Provider shall solely be responsible for the redressal of grievances/dispute relating to work force engaged.
- vv) The workforce engaged by the Service Provider at Service Receiver's campus shall wear uniform dress while they are at work and the colour of the said uniform shall be decided by the Service Provider in consultation with the Service Receiver.

36. **ISSUE OF ENTRY PASS:** Necessary entry passes to workers/Service Provider will be issued by LPSC to enter into LPSC Campus through security gates and the Service Provider/workers shall follow all the rules and regulations of Security/CISF of LPSC. The Service Provider shall ensure that the Workers shall compulsorily bring proof of identity like voters ID card/Driving Licence/Aadhar Card, etc. for entry into the campus for security check by CISF personnel. For

arranging entry pass to enter the Service Receiver's premises, the Service Provider should submit the details of their work force to the respective focal point and the same shall contain the following documents. The respective focal point shall scrutinize the same and shall forward it to the Senior Administrative Officer, GAD/P&GA duly approved by their Divisional Head:

- a) Police Clearance Certificate
- b) ID card issued by the Service Provider
- c) Any valid Photo Id card issued by any Government Agency and
- d) Two copies of Stamp size photographs.

37. It is the responsibility of the Service Provider to arrange the character and antecedents of the work force engaged for duty. The Service Provider shall engage the work force who is not having any criminal background. The character and antecedents shall be got verified through record check by Service Provider at their own cost from the concern Police authorities (Police Clearance Certificate) and submit the original report.

38. **IDENTITY CARD:** The Service Provider shall issue necessary tamper proof Identity Card in their firm's/society's/agency's /company's logo to the work force deployed by them to Service Receiver.

39. **SAFETY AND SECURITY:-**The Service Receiver's premises being a High Security Area, the workforce engaged for the work by the Service Provider, will be required to follow the security requirements such as possessing a valid Entry Pass issued by the Service Receiver and ID Card issued by the Service Provider while entering the campus, maintaining high order of discipline while on duty. It should be ensured by the Service Provider that only Indian nationals between the age of above 18 years and up to 60 years are included in the workforce and they should not have any criminal back ground. Individual Character and Antecedents (Police Clearance Certificate) in respect of the workforce are to be submitted for issue of Entry Pass.

- a) The Service Provider shall take all safety precautions required for the execution of the work. They shall be responsible for any loss or damages caused to Service Receiver's Property/Personnel due to negligence of the workforce and shall make good the losses by the Service Provider at their own cost, failing which cost thereof, shall be recovered from the outstanding/running bills/Security Deposit of the Service Provider.
- b) The Service Receiver shall not be responsible for any damages, losses, claims, financial or other injury to any of the work force engaged by the Service Provider in the course of performing the functions/duties, or for payment towards any compensation. The work force shall adequately be insured by the Service Provider against accidents including loss of life.
- c) The Service Provider shall solely be responsible for any theft, pilferage or misbehaviour committed by any of the workforce while carrying out the Service(s) and the Service Receiver reserves the right to forfeit the Security Deposit/Running bills/ any outstanding payment to the Service Provider.

40. **JOINT AND SEVERAL LIABILITY:-** If the Service Provider is a joint entity, consisting of more than one, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Work Package and for any default of activities and obligations.

41. **SEVERABILITY:** If any provision of this Work Package Order(s) is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Work Package Order(s).
42. **IMMUNITY FROM LIABILITY:** Every person who is a party to the Work Package Order(s) is hereby notified and agrees that the State, LPSC and all its employees, agents, successors and assigns are immune from liability and suit for or from Service Provider's activities involving third parties and arising from the Work Package.
43. **TRANSPORTATION :**Transportation of the work force to LPSC and back shall be the responsibility of the Service Provider
44. **INTELLECTUAL PROPERTY:** The Service Provider agrees that they should not use the Name/logos of the Service Receiver in any manner, including commercial advertising or as a business reference, including ID cards without the approval of the Service Receiver. Any violation will result in cancellation of the Work Package Order(s) including forfeiture of Security Deposit.
45. **DOWN TIME COMPENSATION:** In case Service Provider fails to complete the required work units specified/month by the focal point, down time compensation @ 0.5% of cost of the non-completed work units will be recovered per week. The quantum of Down Time Compensation to be recovered will be decided by the Service Receiver after assessing the quantum of work units not completed and the decision will be final and binding on the Service Provider. The Service Provider is responsible to complete the assigned work as specified in the Work Package Order(s) and as required by the Service Receiver and in case of absence of the work force, the successful Service Provider should provide suitable replacement and for this purpose to ensure timely completion and the Service Provider shall keep a panel of work force whose character and antecedents are verified.
46. **SECURITY DEPOSIT:** The Service Provider shall guarantee faithful execution of the Work Package Order(s)in accordance with the terms and conditions specified. As a performance security, the Service Provider shall furnish security deposit for 10% of total Work Package Order value apportioned for one year in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheques or Bank Guarantee issued by a Nationalised/scheduled bank as approved by the Reserve Bank of India and shall be valid beyond 2 months from the date of completion of the Contract. In the case of Fixed Deposit Receipt, it should be endorsed in favour of Accounts Officer, LPSC. The Security Deposit shall not carry any interest and shall be returned by the Service Receiver on completion of all the contractual obligations. The security deposit has to be executed within 30 days after the receipt of Work Package Order(s) as per the prescribed format. No extension of the date for submission of the Security Deposit will be entertained by the Service Receiver and failure to submit in time will result in cancellation of the Work Package Order(s).In case of breach of any conditions under the Work Package Order(s), the Security Deposit shall be liable to be forfeited by the Service Receiver. In addition, the Work Package Order(s) is also liable to be terminated and any amount due to the Service Provider from the Service Receiver is also liable to be appropriated.

47. **PARALLEL/ ADHOC/SPLIT WORK PACKAGE ORDER(S)** : Service Receiver reserves the right to enter in to parallel/ad-hoc Work Package with one or more Service Provider in order to facilitate deployment of work force during the currency of the Work Package for availing the same or similar services. The Service Receiver reserves the right to split the Work Package Order(s), if needed, to one or more Service Provider either equally or in any other ratio, and the Service Provider shall accept such split Work Package Order(s) at the L1 rates.
48. **VOLUME OF WORK:** The requirement of workforce purely depends upon the activities of Service Receiver of the Work Package. The mere mention of the number of work force against this Work Package does not by itself confers any right on the Service Provider to demand that work relating to or any item thereof, should necessarily or exclusively be entrusted to the Service Provider. The Service Receiver reserves the option for allocation of work force to meet the works to be carried out and the Service Provider shall not have any right in this regard. No guarantee can be give as to the define volume of work which will be entrusted to the Service Provider at any time or during the period of the Work Package Order(s).
49. **FORCE MAJEURE CLAUSE:** In case, completion of job is delayed by any circumstances such as acts of god, sabotages, civil commotion, riots, insurrections, revolutions, earthquake, fire, flood or other natural events beyond the control of the Service Provider, which makes his workforce unable to complete the tasks assigned to them in time, then the Service Provider shall give notice within 15 days to the Service Receiver in writing of his claim for an extension of time. The Service Receiver on receipt of such notice after verification if necessary may agree to extend the period of Work Package as may be reasonable without prejudice to other terms and conditions of Work Package Order(s).
50. **SETTLEMENT OF DISPUTES/ARBITRATION:** All disputes or disagreement arising out of this contract shall be settled amicably to the extent possible. If not, it shall be settled by a one man Arbitrator appointed by DIRECTOR,LPSC, as per Arbitration and Conciliation Act 1996, whose decision shall be final and binding both. All disputes, differences, claims and demands arising under or pursuant to this agreement shall be referred to Arbitration shall be held in Trivandrum and shall be subject to and governed by provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof.
51. **APPLICABLE LAW, JURISDICTION AND ARBITRATION:** The contract shall be interpreted, construed and governed by the laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating of the interpretation and application of the Work Package Order(s)(s), such dispute/s of difference/s or claim/s shall be settled amicably by mutual consultations of the good office of the respective parties and recognizing their mutual interests attempt to reach solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Trivandrum in the Arbitration and Conciliation centre – Trivandrum as per its rules and regulations. The expenses for the arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the parties. The applicable language for Arbitration shall be “English” only. Work under Work Package Order(s) shall be continued by the Service Provider during the pendency of arbitration proceedings, without prejudice to a final award in

accordance with the decision of the Arbitrator unless otherwise directed in writing by the Service Receiver or unless the matter is such the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

52. **TERMINATION AND SHORT CLOSING OF CONTRACT:** Under the normal circumstances, termination/short closing of the Work Package is not foreseen. However, in case of repeated non-performance of the Work Package, owing to deficiency of service, breach of order conditions or cessation of the requirement, the Service Receiver reserves the right to terminate the Work Package Order(s) wholly or partially by giving a prior notice of not less than 30 days, without any obligation on its side. The Work Package Order(s) is liable to be terminated without notice and the security deposit under the Work Package Order(s) shall be liable to be forfeited in the following circumstances.

- a) For the breach of any term, condition or provision of this Work Package Order(s) by Service Provider.
- b) In case the Service Provider provides any statement, representation or certification and the same is found false, deceptive or incorrect or incomplete.
- c) The Service Provider or any of its work force and agents commits or has committed or engages/engaged in fraud, misappropriation, embezzlement, malfeasance or misfeasance.
- d) If the Service Provider terminates or suspends his business without giving prescribed notice.
- e) The Service Provider's license or certification is suspended, terminated, revoked or forfeited.
- f) If the Service Provider failed to comply with any applicable Law of the land.
- g) In the event of loss to the Service Receiver due to the premature termination of Work Package Order(s) by the Service Provider, the same shall be recovered from the security deposit.

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ANNEXURE – A

DETAILS OF THE SERVICE PROVIDER’S ESTABLISHMENT

(To be provided by the Service Provider with offer)

1	Name of the Service Provider	
2 (a)	Full postal address of the Service Provider	
2(b)	Telephone No.	
2 (c)	Mobile No. (Mandatory)	
2(d)	Fax. No.	
2(e)	E-mail id (mandatory)	
3.	Full Postal Address of operating branch office, if any	
3 (a)	Telephone No.	
3(b)	Mobile No. (Mandatory)	
3 (c)	Fax. No.	
3(d)	E-mail id (mandatory)	
4	Indicate the Organizational status of the Service Provider	Society JV Firm Partnership Private Limited Co. Public Limited Co. PSU/PSE Others (please indicate) (Please tick anyone of the above which is applicable)
5.	Act/Rule under which the Service Provider is registered	
6	Registration No. & Date of Registration	
7	Name of the Proprietor/ Manager/ President/Secretary/ Chief Executive with address and contact phone No.	
8	Name of Partners/Shareholders(of privately owned)/Director/ Executives/ Officers of the Service Provider (if required attach additional sheet)	
9	Whether any near relative of the proprietor/Office bearers is/ are working in LPSC/VSSC/IISU, if so details (Please see Para 4.1 of the tender document and fill in Annexure D)	
10	Copy of the Bye-law/Establishment registration Certificate issued by any Governmental Agency	
11	Labour Department Registration No.	
12	EPF Registration No.	
13	ESI Registration No.	
14	PAN No.	

15	Goods & Service Tax Registration No.	
16	Bank Account Details of Service Provider	Banker's Name
		Banker's Address
		Bank Account No.
		IFSC Code
		PFMS No. (if available)
17	Whether the Service Provider undertakes any contractual work at any establishments in Thiruvananthapuram other than LPSC/VSSC/IISU. If so, give the details	

Note: 1. If any of the above columns are kept unfilled and not supported by documentary proof, such offer will be summarily rejected by the Service Receiver.

DECLARATION

I/We hereby declare that the information furnished above are true and correct to the best of my/our knowledge and belief.

Date:

(Signature of Authorised Signatory with Seal)

Place:

Name if full:

ANNEXURE B

DECLARATION BY THE SERVICE PROVIDER
(To be provided by the Service Provider with offer
on the letter head of the Service Provider)

I/We, _____ Son/Daughter/Wife/Husband of
Shri./Smt. _____ (Proprietor/Partner/Director/Authorised
Signatory of the firm), I am competent to sign the declaration and execute
this offer.

I/We have carefully read and understood all the enclosed terms and
conditions and undertake to abide by the same.

The details of work handled by our work force, Supervisor and
establishment should be kept secret and should not be divulged to any
person or outside agencies.

The information/documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I/We am/are
well aware of the fact that furnishing of any false information/fabricated
document would lead to rejection of our offer at any stage besides
liabilities towards prosecution under appropriate law.

Date:
Place:

(Signature of Authorised Signatory with Seal)
Name if full:

ANNEXURE C

DECLARATION BY THE SERVICE PROVIDER REGARDING COURT CASES

(To be provided by the Service Provider with offer
on the letter head of the Service Provider)

I/We, hereby undertake that our establishment do not have any legal suit/criminal case either pending against me/us/partner(s)/proprietor or any of our Directors in the case of company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

OR

I/We hereby undertake that our establishment is having the following legal suit/criminal case pending against me/us/proprietor/ partner(s)/Directors in the case of company),of which the details are furnished below:

Sl.No.	Case Number and the details of the Honourable Court	Nature of the Case	Name of the parties involved

Note: Strike out whichever is not applicable.

Date: (Signature of Authorised Signatory with Seal)

Place: Name if full:

ANNEXURE D

PROFORMA FOR NEAR RELATIVE(S) CERTIFICATE*

I, _____ S/o or D/o Shri./Smt. _____ on behalf of _____ hereby certify that:

- (a) None of my relatives are working in VSSC/IISU/LPSC.
- (b) Following relative(s) are defined in Clause 7 of the Tender Terms and conditions for work package is/are employed in LPSC/VSSC/IISU.

Sl.No.	Name of the person, Designation, Staff Code No., Organisation

It is also certified that the employee/(s) as above of ISRO has/have no connection/partnership/share-holding or any other business interest in the Service Provider's firm.

In case at any stage, it is found that the information given by me/us is false/correct, the Department/ISRO shall have the absolute right to take any action as deemed fit, without any prior intimation to me/us.

(Signature of Authorised Signatory
Of the Service Provider/Service Provider with Seal)

Date:

Place:

Name if full:

ANNEXURE – E

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547

TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

TECHNO-COMMERCIAL BID

Tender Document No. :

Date of issue :

Due date/Time :

Details of EMD (Amount and DD No.):

Cost of Tender document:.....

(in case the Tender document is downloaded from website):

Name of the Tenderer :

Full postal address with PIN code:

.....

.....

Note: The Annexures-..... part of the Commercial Bid and hence the
Tenderer should attach the same along with this Commercial Bid.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

ANNEXURE – F

GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
LIQUID PROPULSION SYSTEMS CENTRE
THIRUVANANTHAPURAM – 695 547

TENDER DOCUMENT FOR CONCLUDING WORK/SERVICE CONTRACT

PRICE BID

Tender Document No.

Date of issue :

Name of the Tenderer :

Full postal address with PIN code :

CATEGORY Daily Service Charge (DSC) for engaging :	Daily Service Charge (DSC) [inclusive of Wages, Statutory levies (ESI, EPF etc.) & Service Provider's overheads and profit] for each of the following food items:					TOTAL DAILY SERVICE CHARGE (TDSC)	Over heads and Profit element in % (percentage) included in TDSC
	Breakfast Upto 200 Nos.	Special Tea/coffee and Snacks (2000 each) *	Lunch upto 2000 Nos.**	Evening Tiffin upto 300 Nos.	Dinner upto 50 Nos.		
Supervisors-07 Nos.							
Cooks-14 Nos.							
Attendants- 40 Nos.							
Cleaning/House keeping staff-34 Nos.							

* (Morning/ Evening) (tea/coffee upto 2000 Nos. and snacks upto 2000 Nos.)

** (including special lunch, working lunch, thali meals, north Indian meals, ala-carta, sweets, special items, non veg dishes etc. as decided by Service Receiver from time to time)

The Service Receiver will recover Income Tax from the monthly bills of the Service Provider.

The GST/applicable Taxes will be reimbursed at actual against documentary proof.

[Authorised Signatory with Seal]

Full Name :

Date :

Place :

ANNEXURE G

COMPLIANCE STATEMENT (to be provided by the Service Provider with offer)

Sl.No.	Conditions in tender Requirements	Compliance Yes/No	Explanation Comments	Details of relevant documents attached
1	The details of Service Provider's establishment in their letter head (Annexure A of Tender document)			
2	Declaration Form (Annexure B of Tender document)			
3	Declaration with respect to Court cases, if any pending or being contemplated against the Service Provider (Annexure C to Tender document)			
4	A declaration inline with "Near Relative" Certificate as at Para 7 (Annexure D to Tender document)			
5	TECHNO-COMMERCIAL BID as per Annexure-E			
6	PRICE BID as per Annexure-F			
7	6 months' Bank statement			
8	Valid Registration Certificate of Service Provider's Establishment issued by any Governmental Agency			
9	The Bye-law/Registration Certificate issued by any Government Agency of such establishment of the Service Provider permitting the permit undertaking of the assigned work			
10	Labour Department Registration			
11	Income Tax Return (ITR) for the last two financial years.			
12	EPF organization Registration			
13	ESI Corporation Registration			
14	Bank Account Details			
15	Copy of PAN card			
16	Copy of the goods and service tax registration certificate (GST)			
17	Balance sheet or P & L Account for the last two years			
18	Certificates/valid license for			

Sl.No.	Conditions in tender Requirements	Compliance Yes/No	Explanation Comments	Details of relevant documents attached
	getting relaxation as per Public Procurement Policy (PPP) (MSME/NSIC etc.).			
19	EMD amount in the form of PO/DD/Cheque/BG/FDR			
20	Acceptance of clauses from 3 to 52 in the RFP/General Terms and conditions.			

Date:

Place:

(Signature of Authorised Signatory with Seal)

Name if full: