

CHANDIGARH INSTITUTE OF HOTEL MANAGEMENT,
SECTOR 42-D, CHANDIGARH
PH.NO.0172-2676024

e-Tender Form for Annual Contract for providing Manpower under Mid Day Meal Scheme in the Institute:

- 1. Prescribed Date & Time for Uploading: 15.06.2018 upto 11.00 A.M.**
- 2. To be downloaded/opened on 18.06.2018 at 11.30 A.M.**

Wherever the term “prescribed date & time” for submission of original EMD in the office referred to, it implies 15.06.2018 upto 11.00 A.M. only.

Terms & Conditions:

1. The agency is required to provide various categories of manpower as listed in the Technical Bid for performing various duties in the Institute. The number of persons to be engaged is only indicative and Institute management have the right to increase or decrease the requirement as required from time to time and the billing shall be done proportionately by the Tenderer as per the agreed contractual amount.
2. The Tenderer should be professional agency having valid license to provide manpower and other documents and should have experience of three years in providing Manpower/Contract Labour.
3. The tender must be accompanied by earnest money of Rs.1,50,000/- (Rupees one lacs fifty thousand only) in the shape of Bank Draft/Pay Order of any scheduled Bank Drawn in Favour of CHANDIGARH INSTITUTE OF HOTEL MANAGEMENT, CHANDIGARH. The amount of earnest money shall not be accepted through cheque. Any earlier amount of earnest money lying with the Institute or any other outstanding payment will not be adjusted against the present tender as earnest money. The earnest money of the successful tenderer(s) shall be converted into performance security and shall be refunded after the faithful execution/completion of the contract without any interest.
4. Conditional/telegraphic tender/tender received through fax, tenders without earnest money and submitted not on the prescribed form shall not be entertained.
5. (a) Tenders shall be in two parts i.e. Technical Bid (Part ‘A’) & Financial Bid (Part ‘B’).

(b) The Technical Bid (Part ‘A’) should contain information as detailed in Technical Bid (Part ‘A’), clarification if any, wherever necessary will be obtained from the concerned tenderer. The information as required in Part ‘A’ & supporting documents have to be submitted on e-tender in the form of scanned copies. After necessary appraisal of the tenderer’s experience and technical expertise, technical short-listing will be done. Technical Bid shall, however, be uploaded as per prescribed perform available on-line.

(c) The financial Bid (Part 'B') containing the percentage of service charges only to be quoted by the tenderers will be opened in respect of only those tenderers who are found suitable, based upon assessment made of credentials etc. of the tenderer based upon information given in Technical Bid (Part 'A'). The tenderers submitting Technical Bid should give maximum information regarding themselves and Technical Capabilities as they deem fit. The decision of the management with regard to short listing of Technical Bids for the purpose of opening of financial bid shall be final and binding. The date of opening of Financial Bids will be intimated. **Financial Bid for online bidding shall however be as the BOQ available at e-tendering site.**

6. Payment shall be made to the firm after the submission of the monthly bill in the following manner:-

- a) Cheque in favour of firm for the wages of the employees as per attendance on the ALC rate or rates given in the tender less EPF and ESI deduction plus your service charge and after deducting TDS as per income tax act for distribution of wages to the employees.
- b) Cheque in favour of RPF, Chandigarh for employees and employer contribution of EPF plus admn. charges.
- c) Cheque in favour of ESI Corporation, Chandigarh for employees and employer contribution.
- d) For Online Payment --Payment of GST if applicable charged in the bill will be reimbursed to the firm against the proof of deposit with the GST Department for the previous month.

OR

For Cheque Payment – Cheque in favour of GST Department, Chandigarh for the GST if applicable charged in the bill.

7. The contract awarded shall be a commercial agreement and not one of creating any employment.
8. Tender should only be uploaded by authorized representative of the firm.
9. The validity of Tender shall be for 90 days from the date of receipt and the finally approved tender will initially be for one year from the date of award of contract with a provision to extend by further period of two years on year to year basis (total contract period of three years) depending upon the satisfactory performance of the agency and adherence to the statutory liabilities. The assessment of performance shall be the sole discretion of the Principal/Secretary and no representation/request for extension of contract for next year shall be entertained. The Agency will be given one week's time to sponsor the candidates and take over the work.
10. Annual contract for supply of Manpower as per **Annexure – 'I'** in the Institute on the prevailing ALC Rate or rate prescribed in the tender. The Annexure-'I' for different categories of Contractual Labour and the same are subject to change as notified by Labour Department, U.T. from time to time. The charges in respect of statutory liabilities like Employer's share towards EPF & ESI and **GST**, etc. which shall be payable by Institute over & above ALC rates may be indicated against the wages. However, bidder's

service/handling charges may be quoted in clear terms in the Financial Bid (Part 'B') which will be payable by the Institute over and above the monthly consolidated wages consisting of Basic Wages, Employer's share towards EPF & ESI as worked out in Annexure in Technical Bid and Service charges quoted as 0% (Zero) will not be entertained. Therefore agency should quote only justified rates . Being on line bidding please quote only Excess Rates (+) i.e. Service Charges otherwise Bids will be rejected.

11. Income Tax applicable, if any, as per Income Tax Act shall be deducted from the monthly bill (gross amount) of the tenderer.

12. (a) The tenderer must have a **valid license** from the licensing authority under the Contract Labour (Regulation and Abolition) Act, 1970 with its update renewal. Any obligations and /or formalities which are required to be fulfilled under the Contract Labour (Regulations & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to awarded shall be carried out by the tenderer at his own expenses and the tenderer shall report the compliance thereof to Institute. The tenderer shall solely be responsible for violation of any provision of the said Act or any other Act.

(b) The tenderer must have valid EPF code No./ESI code No./ **GST** code/PAN/TAN No. **Separate challans shall be made for the EPF & ESI (both employer & employee share) and GST of the Institute and will be deposited by the agency with the concerned department.** The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), **GST** etc. with the respective departments in respect of the Contract Labour employed by them for every month. A copy of the receipt on this account shall be submitted to the concerned accounts Branch with the bill of succeeding month. The Institute will not be responsible for any liability on this account whatsoever.

(c) The tenderer shall ensure regular health checkup of his Contract Labour and compliance of provisions of Labour Act or Any related law on the said issue.

(d) The successful tenderer will furnish the list of his Contract Labour to be deployed in Institute within one week from the date of allotment of contract. However, the selection of the Contract Labour will be made by the management.

(e) These persons shall have to undergo Police Verification and the Verification Report to this effect shall be submitted by the tenderer to Institute for information/record.

13. The tenderer shall ensure that the Contract Labour so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by Institute. If the manpower deployed is found without/not in proper uniform, Department or its authorized officers reserves the right not to allow entry of such person within the premises/his place of deployment. In case agency fails to provide the prescribed uniform to the contract labour so deployed, Institute will be at liberty to purchase & provide the uniform to the contract labour at the risk and cost of the Agency and expenses on this account will be recoverable out of the pending bills.

- 13 (i) The tenderer shall give following undertaking in the form of an affidavit on non-judicial stamp paper of Rs.5/- duly attested by the Notary Public/1st Class Magistrate and the same shall be part of the agreement:-

“That we M/s_____ with our registered office at _____ shall deposit all the contributions like PF, ESI, EDLI and GST etc. with the appropriate authorities regularly and that we, M/s_____ with our registered office at _____ shall be responsible for implementation of provisions of labour law and rules as made applicable by the appropriate Govt. in respect of contract labour for which the contract has been awarded”.

“Further, we M/s_____ shall deposit employers and employees (Contract Labour) contributions towards EPF, ESI, EDLI and GST by the due dates and supply attested copies of the challans of the previous months. The monthly wages bill including all the statutory liabilities will, however, be released only after ensuring that all the statutory liabilities of the previous month have been deposited with appropriate authorities through relevant challans”.

In case the tenderer fails to produce copies of the relevant challans, Institute will be at liberty to deduct such amounts from the bills and deposit the same with the concerned authorities. In the event of any penalty imposed by the concerned Department due to delayed deposit, the same shall be paid by the tenderer. Evidence of such deposits will then be supplied to the tenderer. Further, ESI Code in respect of each such Contract Labour will be required to be submitted to the Institute for onward transmission to the ESI Corporation as per standing requirement.

- ii) The disbursement of wages to the Contract Labour shall be made by account transfer/Cheque by the tenderer in the Institute by 10th of every month in the presence of representatives of the Institute. This obligation is imposed to ensure that the tenderer is fulfilling its commitment towards its employees so deployed under various Labour Laws having regard to the duties of the Institute in this respect as per the provisions of the Contract Labour (Regulations & Abolition) Act, 1970. Except the contributions towards EPF/ESI, no other deduction of any type shall be allowed to be made by the Agency directly or indirectly. However, meal charges as applicable from time to time as per policy of the Institute shall be recovered/deducted out of the monthly bills.

Compensation to the deployed staff

14. It is clearly understood that the Contract Labour deployed by the tenderer shall be the employees of the agency for all intents and purposes. Institute shall have

no relationship of employer and employee or master and servant with the contract staff so deployed by the agency except that they have to carry out the orders of the authorized/Controlling officers of Institute.

15. Institute shall not be liable for any action, direct or indirect or to any claim, damages, compensation that might become payable to the employees of the tenderer under the orders of any lawful authority in the event of an accident resulting in any possible injury or death of any employee of the tenderer while performing their duties within/outside the premises or damage of any other kind. The tenderer shall always keep Institute or its officers fully indemnified against any such claim for damages.

Indemnity

16. If Institute suffers any loss or damages on account of negligence, default or theft on the part of any of the Contract Labour provided by the agency during the validity of the contract, the tenderer shall be liable to reimburse/make good the loss, so suffered by Institute. The tenderer shall keep Institute fully indemnified against any such loss or damage, which become known even after the expiry of this contract. The above mentioned losses shall also be deemed to include loss due to any award, decree of any court/arbitrator judicial or quasi – judicial authority.

Compliance of statutory provisions of Law

17. The tenderer shall observe all laws, rules, regulations, orders and directions issued by the Central Govt or State Govt or UT Administration or local authorities concerning the discharge of duties in execution of the contract. Any contravention of such laws, rules, regulations, orders and directions will be deemed to be a breach of the contract and the tenderer shall be liable to all the consequences and in case of any such breaches, if Institute incurs any obligations then the tenderer shall be responsible to reimburse to Institute any loss, monetary or otherwise, occasioned on account of any such breach or contravention.
18. In case any person deployed by the tenderer enters into dispute of any nature whatsoever, it will be the sole responsibility of the tenderer to contest the same. In case, Institute is also made a party and is supposed to contest the case, the cost, if any, of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Institute by the tenderer in advance on demand. Further, the tenderer shall ensure that no financial or any other legal liability comes on the Institute in this respect of any nature whatsoever for the act done

by the person of the tenderer and shall keep the Institute indemnified in this respect.

19. The tenderer shall not sublet, transfer or assign the contract or any part thereof to any other party.
20. The tenderer shall be duty bound to provide the specified no. of Contract Labour as per the requirement of Institute for which the contract has been entered, to the entire satisfaction of the concerned head.
21. The Contract Labour shall be required to perform their duties in the Institute as per requirement of the Institute. However, the selection of the Contract Labour will be made at the Institute Level after screening the candidates.
22. Authorized officer shall be at liberty to send any Contract Labour back after intimating the tenderer if such person is not in proper uniform/is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious/infectious disease.
23. If the services provided by the tenderer are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, Institute management reserves the right to get the services from other sources at the risk and cost of the tenderer.
24. The Institute shall not be in any manner concerned with the internal affairs of the tenderers i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the tenderer may be having.
25. (a) In case of non providing/providing of less number of persons, Institute reserves the right to levy penalty as may be decided by Principal/Secretary. Further, for providing of inferior quality of services continuously, Institute reserves the right to cancel the contract.

(b) In case penalty is imposed for more than 5 times on the tenderer on account of non providing/providing of less number of persons to the Institute, the contractual agency is liable to be considered for cancellation of contract, forfeiture of security and blacklisting of the firm upto the period of 3 years, for further tendering.
26. The EMD will be converted into security deposit. The security deposit will not carry any interest and will be refunded after three months of the satisfactory completion of the contract and after submission of no dues/no claim certificate. The tenderer shall have no claim for any interest with regard to any delay in the settlement of final bill or refund of security deposit or in respect of amounts

which may be in the hands of Institute owing to any dispute between Institute and tenderer.

27. The tenderer shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and tenderers service charges for the categories of staff deployed for duty in Institute duly supported with the following documents:
- i) Attendance report duly signed by any authorized officer of the Institute.
 - ii) Documents in support of deposit of EPF/ESI/EDLI/ GST of the previous month by 3rd day of the following month, alongwith the list of contract labour in respect of whom statutory liabilities have been deposited.
 - iii) The wage bill including Basic Wages and Statutory liabilities except tenderer's service charges shall then be processed for payment by the Institute and the formalities shall be completed for the release of payment by 10th of every month. The tenderer shall himself be personally responsible for the timely submission of bills and further process for the checking of required formalities to be completed by him as per the requirements of the audit on personal level in order to ensure timely payment of wages to the staff.
 - iv) The tenderer shall further prepare the required accounts in consultation with the concerned Accounts Branch for the issue of annual statements of EPF etc to the staff in time. The tenderer shall also be solely responsible for any lapse or delay for the submission of any return to the concerned authority of the Labour Department/EPF/ESI organizations about the staff engaged on contract basis through them as per rules.
28. On the expiry of the contract, the personnel deployed by the contractual agency shall be relieved automatically. However, the contractual agency will clear their accounts by paying them all their legal dues as required under the law in force. In case of any dispute on account of the termination of employment or non-payment of dues of the personnel by the tenderer, it shall be the entire responsibility of the tenderer to pay and settle the same. The tenderer shall comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by it.
29. Any notice required or permitted to be given pursuant to this agreement shall be duly given or sent through Speed Post/by Email and addressed to the tenderer through their Proprietor or Partner and in case of the Institute to the Principal/Secretary.

30. The contract may be terminated on any of the following contingencies:-
- a) On the expiry of the contract period;
OR
 - b) A notice at any time during the currency of services in case the services rendered by the tenderer are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;
OR
 - c) For committing breach of any of the terms and conditions of the contract by the tenderer;
OR
 - d) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the tenderer to any third person or subletting the whole or a part of the contract to any third person;
OR
 - e) On tenderer being declared insolvent by the competent court of Law.

During the notice period for termination of the contract, in the situations contemplated above, the tenderer shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to the Institute.

31. Tenderer shall not be allowed to be represented by a lawyer.
32. The aforementioned terms & conditions shall be binding and operative between the tenderer (Contractor) and the Institute.
33. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
34. In the event of any dispute or difference arising out of or in any way touching or concerning this tender whatsoever (except as to matters the decision of which is specifically provided under this contract), the same shall be referred to the sole arbitration of the Director Tourism, U.T., Chandigarh Administration, Chandigarh, or any person appointed by him/her. The award of such arbitrator shall be final and binding on both the parties hereto. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings.
35. **The workers which are not covered under ESI Act will be covered by Workman Insurance which will be borne by the contractor and he will cover the amount of premium from his Service Charge.**

- 36. Bonus if any on account of Labour Law will be given by contractor and he will cover the amount of Bonus from his Service Charge.**

Principal/Secretary

SIGNATURE OF TENDERER
WITH SEAL & DATE

Encl.: i) Pay Order/Bank No. _____ Dated _____ for Rs.1,50,000/-
ii) Technical Bid Part 'A'.

PROCEDURE FOR e-tendering

1. The Bids shall be received electronically only through the website: **etenders.chd.nic.in**.
2. Bid Document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
3. The Bidders shall have to submit their Bids (Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copies of Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith Technical Bid within prescribed time limit.
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by **the prescribed Date & Time in the Chandigarh Institute of Hotel Management, Sector 42-D, Chandigarh**. The Agency who fails to submit the EMD as mentioned above, in physical form on or before **the prescribed Date & Time** will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by the Institute. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
7. Instructions to Bidders regarding e-tendering process:
 - a. Tenders without digital signatures will not be accepted by the Electronic Tendering system. **No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.**
 - b. Bids will be opened online as per time schedule mentioned above.
 - c. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
 - d. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template.
 - e. Institute will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
 - f. The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contact IT Cell, The Department of Information Technology (DIT), Additional Deluxe Building, 5th Floor, Sector-9, Chandigarh, or email at etender@chd.nic.in, Phone No. 0172-2740641, 0172-2740005.

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TECHNICAL DETAILS OF THE TENDERER

TECHNICAL BID (PART-'A')

- A. Earnest Money Deposit
- B.
1. Details of Tenderer- Name, Father's Name, Name of Firm, Complete Address, Date of Incorporation, Contact Number.
 2. EPF/ESI Code No.
 3. GST No.
 4. Copy of PAN Card Number.
 5. Registration Certificate of the firm with documentary proof.
 6. Detail of Contract Labour presently available.
 7. Date of Experience.
 8. List of Clients
 9. Performance Reports from the other Department where contract Labour has been supplied during last three years.
 10. Certificate in regards to the firm as Individual / HUF, Partnership or Company.
 11. Any other information, terms and conditions that tenderer may like to add either in this sheet or as Annexure.

NOTE:-

- (i) Please upload the scanned copy/copies of above said information online as a Technical Bid.
- (ii) Detail regarding the Wages and other charges are annexed as Annexure.
- (iii) No Agency having been blacklisted by the any State or Central Government Department or PSU in the past shall be eligible to participate in the tendering process (enclose a signed and stamped statement on the letter head of the company with regard to the blacklisting history of the company).

CHANDIGARH INSTITUTE OF HOTEL MANAGEMENT,
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TECHNICAL DETAILS OF THE TENDERER

TECHNICAL BID (PART-'A')

Mid Day Meal Staff – 01.07.2018 to 30.06.2019 – Full Time

Supervisors - 2 Nos.:Rs.19,000/- and Rs.9,000/- PM (A person having experience of bulk cooking of food approximately 20,000 meals per day. Preference will be given to the candidate having diploma in Cookery/Food Production from a recognized Institute.

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1. Skilled -I - 5 Nos. – As per ALC Rate
2. Skilled-II - 22 Nos. – do -
3. Un-Skilled - 31 Nos. – do -

CHANDIGARH INSTITUTE OF HOTEL MANAGEMENT,
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FINANCIAL BID – (PART 'B')

I/We have read all the terms and conditions of the tender for providing of Manpower to the Institute & Hotel Chandigarh Beckons for the year July, 2018 to June, 2019. I/We hereby quote_____ percentage of the monthly consolidated wages consisting of Basic Wages and Employer's share towards EPF & ESI as Service Charges in respect of all the categories of Contract Labour mentioned in the Annexure annexed to the Technical Bid (Part 'A'). All the terms and conditions contained in the Tender Form are acceptable to me/us.

SIGNATURE OF THE TENDERER
WITH SEAL AND DATE

- Financial Bid for online bidding shall however be as per the BOQ available at e-tendering site.