

**INSTITUTE OF HOTEL MANAGEMENT
BADKHAL LAKE CROSSING, FARIDABAD,121001
PH.NO.0129-4052466/77**

Tender for Manpower Outsourcing

- (i) **Prescribed Date & Time for Receiving Bids : 22/04/2020 upto 10:00AM**
(ii) **To be opened on 22/04/2020 at 10:30 P.M.**

Wherever the term “prescribed date & time” for submission of original EMD in the office is referred to, it implies: 22/04/2020

upto 10:00AM.

Terms & Conditions

1. The bidder agency is required to provide manpower for educational auxiliary services like Housekeeping, Security, Horticulture, Lab Attendants, Cooks, etc., for performing various duties in the Institute of Hotel Management, Badkhal Lake Crossing, Faridabad. Institutes management have the right to increase or decrease manpower requirement from time to time.
2. The bidder should be a professional agency having
 - a) Valid license to provide manpower in Faridabad.
 - b) Minimum experience of five years in providing manpower for said services.
 - c) Minimum turnover of one crore annually for continuous last three financial years.
 - d) Minimum 500 employees on roll.
3. In case of financial bid tie:-
Agency with maximum number of deployed employees in FY 2019-20 (With documentary proof) will be considered. In case of tie in deployed number of employees during FY 2019-20, agency with maximum number of employees working as on 31.03.2020 would be considered. In case of there is also a tie in the total number of employees of the agency as on 31.03.2020, then the total number of establishments under the agency where the manpower was supplied in financial year 2019-20. (With documentary proof) would be considered. Elimination would be done at each tie-breaker level. In case of tie on all above criteria, the decision of committee will be final and binding.
4.
 - a) The bidder agency must ensure round the clock security personnel as required in the Institute. Institute is liable to pay 1/6th relieving charges of the salary wages of security guards, if maintenance of round the clock security requires deployment of reliever.
 - b) Weekly off as per labour law will be given to the deployed staff.
 - c) In the event of overtime duty performed by any person deployed by the bidder agency due to non-availability of reliever or absence of other deployed staff, Institute will not be liable to pay any extra charges and any obligation, so arises will be borne by the bidder agency.
5. Manpower Outsourcing Tender with Financial bids less than or equal to 3% service charges will be rejected. Values after decimal greater than two places will be considered as zero.
6. The tender must be accompanied by earnest money of Rs. 2,00,000.00(INR Two Lakh

only) by bank draft drawn in favor of **Institute of Hotel Management** payable at **Faridabad**. The earnest money of the successful bidder shall be converted into performance security and shall be refunded after 3 months of the faithful execution / completion of the contract, without interest after the production of NOC in terms of EPF / ESI from the employees engaged by contractor.

7. Conditional tender / tender received through mail / tender without earnest money and not submitted in the prescribed format shall be rejected.
8. Tender shall be in two parts i.e. Technical Bid (Part 'A') and Financial Bid (Part 'B')
9. The contract awarded shall be a commercial agreement and not one of creating any employment.
10. The tender should only be signed by authorized representative of the firm.
11. The validity of the tender shall be for 90 days from the date of receipt. The finally approved tender will be initially for one year from 01.04.2020 to 31.03.2021 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 proceeding year shall be entertained. The firm will be given one week's time to place the manpower and take over the services.
12. Annual contract will be for supply of manpower to the Institute of Hotel Management, Badkhal Lake Crossing, Faridabad on the prevailing DC rate for different categories of contractual manpower and the same are subject to change as notified by the o/o DC Faridabad.. The charges in respect to Statutory Liabilities like Employer's Share towards EPF, ESI etc. shall be paid by the Institute, over and above the DC rates for the manpower of different categories. The bidder may quote Service Charge on the amount of total wages (Basic) of the manpower to be deployed.
13. TDS shall be deducted from the monthly bill (total wages and service charge component) of the bidder as applicable.
14. The bidder must have valid license from the Licensing Authority under the Contractual Labour Act with its update renewal to supply manpower in Faridabad. The bidder shall be solely responsible for violation of any provision of the said Act or any other Labour Act.
15. The bidder must have EPF Code No. / ESI Code No., Service Tax No., PAN. The agency so engaged will entirely be responsible for deposit of EPF / ESI (both Employee and Employer's Share) etc. with the respective departments in respect to the Contractual Labor deployed every month and submit a copy of same to the Institute. Payment of subsequent months will be released on the receipt of copies of EPF / ESI challans deposited by contractor.
16. The bidder shall ensure regular health checkup of the manpower deployed and compliances of provision of labor Act or any related Law in this regard.
17. The successful bidder will furnish the list of his contractual labour to be deployed in Institute of Hotel Management, Faridabad within one week from the date of allotment of tender, subject to the approval of the Principal.

18. The bidder shall be required to submit Police Verifications of the employees deployed.
19. The bidder shall ensure that the Contractual Labour so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by the Institute. If the person deployed would be found without / not in proper uniform, the institute reserved the right not to allow the entry of such person in the premises / his place of deployment.
20. The bidder while quoting the rate service charge should keep in mind the TDS to be deducted.
21. The bidder shall be required to give following undertaking in the form of Affidavit on non Judicial Stamp Paper of Rs. 100.00 duly attested by Public Notary or 1st Class Magistrate as per the following:
“That we M/s _____ with our registered office at _____ shall deposit all the contributions like EPF & ESI (both Employee and Employer’s Share) / service Tax with the appropriate Authorities regularly i.e. by 10th of every month and shall submit the duly paid & stamped challans to the o/o the Principal.”
22. The monthly wages including all the statutory liabilities will be released only after ensuring that all the statutory liabilities of the previous month have been deposited with the appropriate authorities through relevant challans.
In case the bidder fails to produce copy of relevant challans to the Principal, the institute will be at liberty to deduct such amounts from the bills for depositing the same with the concerned authorities. In the event of any penalty imposed by the concerned department due to delay, the same shall be the liabilities of bidder.
The bidder shall disburse the wages to the persons deployed by RTGS in the Banks Accounts of the Employees /Cheques. Except the contribution towards EPF / ESI, no other deduction of any kind shall be allowed from the wages payable to the persons deployed. However, meal charges as applicable from time to time shall be recovered by the Institute from the bill.
23. **Compensation to the deployed staff:**
It is clearly understood that the contract persons deployed by the bidder shall be the employees of the bidder agency for all intents & purposes. The Institute shall have no relationship of employer & employee with the contract persons so deployed by the agency; except that they have to carry out the orders of the authorized / controlling officer(s) of the Institute.
24. Institute shall not be liable for any claim / compensation that might become payable to the person deployed under the orders of any lawful authority in the event of an accident resulting to any possible injury or death of any person deployed of the bidder, while performing duties within / outside the premises. The bidder shall keep the persons deployed fully indemnified against any claim or damages.
25. **Indemnity:**
If the Institute suffer any loss or damage on account of negligence, default or theft on the part of person deployed provided by the outsource agency during the validity of the contract, the bidder shall be liable to reimburse / make good the loss so suffered by the Institute. The bidder shall keep the Institute fully indemnified against any loss or damage which becomes known even after the expiry of the contract. The above mention losses shall also be deemed to include loss due to any award, decree of any court / arbitrator judicial or quasi judicial authority.

26. Compliance of Statutory Provisions of Law:

The bidder shall observe all laws, rules, regulations, orders and directions issued by the State Govt. concerning to the discharge of duties in execution of the contract. Any contravention of such laws / rules / regulations / orders / directions will be deemed to be a breach of the contract and the bidder shall be liable to all the consequences and in case of any such breaches, if the Institute incurs any obligations then the bidder shall be responsible to reimburse to institute.

27. In case, any person deployed by the bidder enters into dispute of any nature whatsoever, it will be the sole responsibility of the bidder to contest the same. In case, the Institute is also made a party and is supposed to contest the case, the cost, if any, of the actual incurred towards the advance on demand. Further, the bidder shall ensure that no financial or any legal liability comes to the Institute in this respect of any nature whatsoever for the act done by the person of the bidder and shall see the Institute indemnified in this respect.
28. The bidder shall not sublet, transfer or assign the contract or any part thereof to any other party.
29. The bidder shall be duty bound to provide the specified number of contractual labour as per the requirement of the Institute for which the contract has been entered, to the entire satisfaction of the Principal.
30. The contract person shall be required to perform their duties in the Institute as per the requirements. However, the selection of the contractual persons will be made at the Institute level after screening the candidates.
31. Principal of the Institute or his authorized officer shall be at liberty to send any contractual person back after intimating the bidder, if such person not in proper uniform / lacking decent behavior by his deeds / not fit to perform his duty i.e. suffering from any contagious / infectious disease.
32. If the services provided by the bidder are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, the Institute reserves the right to get the services from other sources at the risk and cost of the bidder.
33. The Institute shall not be in any manner concerned with the internal affairs of the bidders i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the bidder may be having.
- a) In case of non-providing / providing less number of persons, the Institute reserves the right to levy penalty as may be decided by the Principal/Secretary. Further, for providing of inferior quality of services, the Institute reserves the right to cancel the contract.
- b) In case penalty is imposed for more than 5 times on the bidder on account of non-providing /providing 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 up to the period of 3 years, for future tendering.
34. EMD will be converted into security deposit. The security deposit will not carry any interest and will be refunded after 3 months of the satisfactory completion of the contract and after submission of no dues / no claim certificate. The bidder 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 the Institute owing to any dispute between the Institute and the bidder.

35. The bidder shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and bidder's service charges for the categories of the staff deployed in the Institute, duly supported with the following documents:
- i) Attendance report duly signed by the authorized person of the Institute.
 - ii) Documents in support of deposits of EPF / ESI etc. of the previous month by 3rd day of the following month, along with the list of contractual person in respect to whom statutory liabilities have been deposited.
 - iii) The wage bill including bases wages and statutory liabilities except bidder'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 bidder shall himself be personally responsible for the timely submission of bills and further process for 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 his staff.
 - iv) The bidder shall further prepare the required accounts in consultation with the concerned account branch for the issue of annual statements of EPF etc. to the staff in time. The bidder 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.
36. On the expiry of the contract, the persons 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 person(s) deployed by the bidder, it shall be the entire responsibility of the bidder to pay and settle the same. The bidder shall comply with all the orders / awards passed by the competent authority / court in respect of the persons engaged by the agency.
37. Any notice required or permitted to be given in pursuant to this agreement shall be duly given or sent through Speed Post / by E-mail/ in person duly received and addressed to the bidder through their Proprietor or Partner and in case of the Institute to the Principal/Secretary.
38. 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 bidder are not found satisfactory and in conformity with the general norms and standards prescribed for the services;
OR
 - c) For committing breach of any of the terms and conditions of the contract by the bidder:
OR
 - d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the bidder to any third person or subletting the whole or a part of the contract to any third person;
OR
 - e) On bidder being declared insolvent by the competent Court of Law.
39. Bidder shall not be allowed to be represented by a lawyer.
40. The aforementioned terms & conditions shall be binding and operative between the bidder (contractor) and the Institute.

41. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
42. 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 General Tourism, Haryana, 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.
43. Any dispute is subject to the jurisdiction of Faridabad only.
44. The tenderer undertakes to pay monthly wages to his employees via RTGS only.
45. The tenderer will take a Group Life Insurance from LIC of India of Rs. 3:00 Lakh (Three Lakh only) per employee, for which expenses will be reimbursed by the Institute.

Principal / Secretary

Signature of bidder with seal & date

Encls.:

i) Pay order / Bank Draft No. _____ Dated _____
for Rs.2:00 Lakh (Two Lakh Only) in favor of Institute of Hotel Management, payable at Faridabad.

ii) Technical Bid.

PROCEDURE FOR TENDERING

1. The Bids shall be received only in the office of Institute of Hotel Management, Faridabad.
2. Tender Documents can be downloaded from the web site of the Institute,
3. 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.
4. Instructions to Bidders:
 - (a) Tenders without required documents will be rejected. Incomplete tenders or tenders without earnest money will be rejected.
 - (b) Bids will be opened as per time schedule mentioned above.
 - (c) Before submission of Bids, Bidders must ensure that copies of all the necessary documents have been attached with the Bid.
 - (d) It will be mandatory for all the Bidders to attach all the documents mentioned under '**TECHNICAL BID**'.
 - (e) Institute will not be responsible for any delay in submission of the Bids due to any reason whatsoever.
 - (f) The details of Tender Fee & EMD specified in the Tender documents should be the same as submitted otherwise tender will be rejected.
5. For any issue related to Tendering, Bidders may contact the Office of the Institute

**INSTITUTE OF HOTEL MANAGEMENT
BADKHAL LAKE CROSSING, FARIDABAD, 121001
PH.NO: 0129-4052466 / 77**

**ANNUAL CONTRACT FOR HIRING OF MANPOWER FOR THE
INSTITUTE OF HOTEL MANAGEMENT, BADKHAL LAKE CROSSING,
FARIDABAD**

| Area to be outsourced | Number of persons to be deployed |
|------------------------------|---|
| Housekeeping Services | Male Sweeper: 03 Female Sweeper: 01 |
| Security Services | Security Guard: 04 For 12 hrs |
| Horticulture | Mali: 03 |
| Labs | Lab Attendants: 05 |
| Office | Accounts Clerk: 01 |
| Hostel Mess | Cook: 02 |

- **Number of required staff may be increased or decreased as per requirement.**

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TECHNICAL BID (PART – A)

- A. Earnest Money Deposit
- B. Details of Bidder:
- Name
 - Father's Name
 - Name of the Firm
 - Complete Address
 - Date of Incorporation
 - Contact no.
- C. EPF Code No.
ESI Code No.
Service Tax No.
PAN no.
License to supply Manpower in Faridabad, Haryana
(Attach self-attested copies of the above)
- D. Details of Contractual Labours presently available
- E. Detail of experience
- F. List of clients
- G. Performance report from the departments where contractual labour has been supplied during last three years. (Attach self-attested copies of such reports)
- H. Certificate of the firm regarding individual / HUF / Partnership / Company

(Attach self-attested copies of the certificate of the firm)
- I. Any other information, terms and conditions that bidder may like to add either in this sheet or as Annexure

Signature of bidder with seal & date

**INSTITUTE OF HOTEL MANAGEMENT
BADKHAL LAKE CROSSING, FARIDABAD, 121001
PH.NO: 0129-4052466 / 77
FINANCIAL BID (PART – B)**

I/We have read all the terms of conditions of the tender for providing of manpower to the Institute of Hotel Management, Badkhal Lake Crossing, Faridabad for the period 01/04/2020 to 31/03/2021. I/We hereby quote _____% Service Charge of monthly consolidated wages (Basic) in respect to all categories of Contract Labour to be provided in the Institute.

| Area to be outsourced | Number of persons to be deployed | Per month wages at DC rate | Total Wages | EPF(Employer's Contribution) | ESI(Employer's Contribution) |
|----------------------------------|---|-----------------------------------|--------------------|-------------------------------------|-------------------------------------|
| Housekeeping Services(Unskilled) | Male Sweeper 03 Female Sweeper 01 | | | | |
| Security Services(Unskilled) | Security Guard 04 (For 12 hrs) | | | | |
| Horticulture(Unskilled) | Mali 03 | | | | |
| Labs(SKILLED) | Lab Attendant 05 | | | | |
| Office(Highly Skilled) | Accounts Clerk 01 | | | | |
| Hostel Mess (Semi Skilled) | Cook 02 | | | | |

- **Number of required staff may be increased or decreased as per requirement**

Signature of bidder with seal & date