**E-Tender Document**

**For Providing**

**Manpower Services**



**Issued By**

**Dr. Ambedkar Institute of Hotel Management, Sector 42-D, Chandigarh**

**O/o Principal Dr. Ambedkar Institute of Hotel Management, Sector 42-D, Chandigarh**

**DR. AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT (AIHM),**

**SECTOR 42-D, CHANDIGARH**

**PH. NO. 0172-2604833 E-MAIL:-** [**aihm\_chd@yahoo.co.in**](mailto:aihm_chd@yahoo.co.in)

**Website:-** [**www.ihmchandigarh.org**](http://www.ihmchandigarh.org)

E-Tender Form for Providing Manpower & Security Services on Outsource basis at Sector 42-D, Chandigarh for year from January, 2021 to December, 2021.

Name & Address (mailing) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Place of Work with Address

(Commercial) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- | --- |
| **Name of Work** | **Estimated Cost(in Rs.)** | **Earnest Money Deposit** | **Security Deposit** |
| Providing Manpower Services | 2.5 Crores | 5 Lakhs | An amount equal to 5% of the Annual Contract |

(**i) Prescribed Date & Time for Uploading by 17-12-2020 upto 04:00 P.M.**

**(ii) To be downloaded/opened on 18-12-2020 at 11:00 A.M.**

**Wherever the term “prescribed date & time” for submission of original EMD in the office referred to, it implies 17-12-2020 upto 04.00 P.M.**

**NO PAGE SHOULD BE REMOVED/DETACHED FROM THE BIDDING DOCUMENT**

Dr. Ambedkar Institute of Hotel Management, Sector 42-D, Chandigarh invites online Bids for providing Manpower Services. Tender forms can be downloaded from the website <http://etenders.chd.nic.in>

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise. Principal, Dr. Ambedkar Institute of Hotel Management, Sector 42-D, Chandigarh reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

**BIDDER’S ELIGIBILITY CRITERIA:**

1. The Bidder should be professional agency approved/recognised by Government of India/State Government/UT Administration for providing manpower and Security Services. Bidder should have valid license under contract labour (Regulation and Abolition) Act, 1970 and private security agencies regulation Act, 2005 from Chandigarh Administration for operating the Security Agency in Chandigarh and should furnish list of 3 clients along with performance certificate certifying that the applicant firm has executed contract satisfactorily where 100 or above of personnel were deployed in last 3 years.
2. The bidder must comply with the statutory requirement such as registration with ESI, EPF, PAN, TIN, TAN, GST & PSRA etc and submit proof thereof.
3. The bidder must have been in existence for the last 5 years. Attach copy of relevant certificate registration details etc.
4. The bidder must have implemented at least 3 contracts of deployment of manpower and security service to Central Govt., Central Govt. Autonomous Institutes, Govt. departments during the last 6 years copy of agreement/work order must be attached along with good performance certificate of the concerned and clearly mentioning number of manpower deployed and annual value of agreement out of three contracts one must be having worth 2 crore per year. Weightage will be given to firms having greater capability as enumerated subsequently in this tender document.
5. The bidder must have at least 200 or more workers continuously on roll for last 6 months for the proof EPF Challan should be submitted.
6. The agency/contractor must have sound financial stability with an average turnover of INR 5 crores and above in preceding three financial years in similar service. (copy of audited profit & loss statement and ITR certificates with matching PAN must be enclosed).
7. The agency should not have been blacklisted by any Government/Semi Government department or any other organization. An affidavit in original (on non judicial stamp paper duly notarized) to this effect shall be given by the firm along with the tender and EMD.
8. The agency must have registered branch or local office at Chandigarh or at Tricity. Proof should be submitted.

**SELECTION CRITERIA**

1. **Technical bid (Cover 1):** Technical bid submitted online will be opened as per schedule in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. Technical bid will be opened online first to verify its contents as per requirements with evaluation matrix Technical Bid Annexure 2. If various documents contained do not meet the requirements of the AIHM Chandigarh the contractor's financial bid will not be considered for further action.
2. **Financial bid (Cover 2):** The bidders scoring minimum 30 marks out of total 50 marks in technical bid will be considered for opening of financial offers. The date of opening of financial offers will be decided by the Institute and will be communicated to eligible bidders only. In case the number of bidders remains less than three, the Committee reserves the right to relax the minimum qualifying score of 30.

Committee constituted by AIHM, Chandigarh will examine the entire proposal on the basis of:

a) Credentials of the Agency/Contractor and the key personnel.

b) Past experience in similar business.

c) Methodology to be applied for execution.

d) The quality of the services.

e) Service charges quoted.

1. The Technical BID shall have 50 % weightage out of 100 marks. The Bidder securing 60% of total marks assigned to Technical BID (i.e. 30/50) shall be declared qualified in the technical evaluation. In case the number of bidders remains less than three, the Committee reserve the right to may relax the minimum qualifying score of 60%.
2. The financial Bids of only those Bidders/Agencies will be opened who qualify in the technical evaluation stage.
3. The Financial BID shall have 50 % weightage out of 100 marks. Thus, the lowest Bidder shall get highest marks (50/50) and others will be getting marks in proportion to lowest bid. (Please see the Technical Bid Annexure-2 : Evaluation Matrix).
4. The bidder who quote unrealistic rate of service charges i.e. 0% shall be debarred for further consideration. The bidder should quote % of Service charge up to two decimal points only. If the bidder quote rate percentage with more than two decimal points than the two decimal point only will be considered without rounding up.”
5. The Bidder securing highest marks (Technical+ Financial) will be selected for providing the services and necessary agreement will be executed with that Bidder/Agency.

**INSTRUCTION TO BIDDER:**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents– including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. The tenders will be received online through portal <http://etenders.chd.nic.in> the Technical Bids, the bidders are required to upload all the documents in .pdf format. All quotation **(both Technical and Financial should be submitted in the E-procurement portal).**
4. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://etenders.chd.nic.in>. Digital Signature Certificates can be obtained from the authorized certifying agencies.
5. The tender must be accompanied by earnest money of Rs.**5,00,000**/- (Rupees Five Lakh Only) in the shape of Bank Draft/Pay Order of any scheduled Bank Drawn in Favour of ***PRINCIPAL DR. AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,*** payable at ***CHANDIGARH***. **EMD in original is to be submitted physically before opening of the technical bids and scanned copy of Bank Draft / Pay Order is to be up-loaded by the bidder alongwith other bid / tender documents.** The amount of earnest money shall not be accepted through cheque. Any 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 security deposit/Performance Guarantee and balance amount of security deposit/Performance Guarantee either be deposited in the shape of Demand Draft or Bank Guarantee and shall be refunded without any interest after 90 days of faithful execution / completion of the contract.
6. (a) Tenders shall be in two parts.

**(1) Technical Bid (Part A, B, C and Annexure 1 & 2)**

**(2) Financial Bid (Part ‘A’).**

(b) The Technical Bid (Part A, B & C) should contain information as detailed in Technical Bid, clarification if any, whenever necessary will be obtained from the concerned tenderer. The information as required in Part A, B, C & supporting documents have to be up-loaded on e-tender in the form of scanned copies. After necessary appraisal / evaluation of the tenderer’s experience and technical expertise, technical short-listing will be done. Technical Bid shall, however, be uploaded as per prescribed proforma available on-line upto the due date and time.

(c) **The Financial Bid (Part ‘A’) containing the service charges in percentage both in figures and words. (In percentage on rate of minimum wages for different categories of workers notified by Office of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India to be paid per worker per month. (The expression “WAGE” will exclude all Employers Contribution like P.F, E.S.I, EDLI, etc.)** In case of any difference in quoted price in word and figure, the value of words would prevail. Service Charge quoted in percentage by the tenderers will be opened in respect of only those tenderers who score minimum qualifying score as per Technical evaluation matrix **Technical Bid Annexure-2** after assessment made of credentials etc. of the tenderer based upon information given in Technical Bid (Part A, B & C). The tenderer 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 Bid for the purpose of opening of financial bid shall be final and binding. The date of opening of Financial Bids will be intimated to the technically short-listed tenderers. **Financial Bid for online bidding shall however be as per the BOQ available at e-tendering site.**

1. **If a firm quotes “Nil” Service charges/consideration, the bid shall be treated as unresponsive / unrealistic and will not be considered as per Instruction No. 3 of the office memorandum issued by the Ministry of Finance, Department of Expenditure, P.P. Division wide letter no. 29(1)/2014-PPD dated 28.01.2014.**
2. The bidder who quote unrealistic rate of service charges i.e. 0% shall be debarred for further consideration. The bidder should quote % of Service charge up to two decimal points only. If the bidder quote rate percentage with more than two decimal points than the two decimal point only will be considered without rounding up.
3. **The Bidder securing highest marks (Technical+ Financial) will be selected for providing the services.**
4. The bidder who quote unrealistic rate of service charges i.e. 0% shall be debarred for further consideration.
5. GST “if applicable shall be paid extra on total amount of bill. However, 2% TDS before GST will be deducted from the bill under Section 51 of the GST Act, 2017.

1. The contract awarded shall be a commercial agreement and not one of creating any employment.
2. Tender should only be uploaded by authorized representative of the firm.

**PROCEDURE FOR e-tendering**

1. The Bids shall be received electronically only through the website: **etenders.chd.nic.in.**
2. Bid Documents 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, Documents and Eligibility Documents shall also be uploaded alongwith Technical Bid within prescribed time limit.
5. No Tender Fee is chargeable on e-tenders; EMD in original as uploaded by the Bidder shall be submitted physically in the manner as described in the Tender Notice by **the prescribed date and time at Dr.Ambedkar 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 and 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:
   1. 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.**
   2. Bids will be opened online as per time schedule mentioned in the Tender Notice.
   3. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
   4. It will be mandatory for all the Bidders to upload all the documents mentioned under ‘Tender Details’ template.
   5. Institute will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
   6. 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](mailto:etender@chd.nic.in), Phone No. 0172-2740641, 0172-2740005.

**TERMS & CONDITIONS**

1. **RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:**  Dr. Ambedkar Institute of Hotel Management, Sector 42-D, Chandigarh reserves the right to accept/reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDs, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected by AIHM Chandigarh.
2. **CONTRACT SECURITY DEPOSIT. An amount equal to 5% of the annual contract value** shall be deposited by the successful Agency/Contractor at the time of signing of the contract or within 15 days after signing of the contract. The EMD amount can be adjusted against the security deposit/Performance Security.
3. **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the AIHM Chandigarh shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the **Agency/Contractor** wants to rescind the contract, he/ she are required to give at least 60 days’ notice for withdrawal of services.
4. **PENALTY.** In the event of the Agency/Contractor’s failure to execute the work entrusted to it under this Agreement satisfactorily, AIHM Chandigarh shall make alternative arrangement to do it and the difference of cost incurred by AIHM Chandigarh thereby shall be recovered from the Agency/Contractor’s unpaid bills and Contractor’s Security deposit. Besides, penalty as decided by AIHM Chandigarh shall also be levied and recovered.
5. **REVISION OF RATE**. Revision of Minimum Wage as per Chief Labour Commissioner, Ministry of Labour & Employment, Govt of India, notification will be considered with its pro- rata effect subject to submission of application along with notification by the Agency/Contractor.
6. **TAXES, DUTIES AND LEVIES**. All taxes, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the **Agency/Contractor.**
7. **PERIOD OF CONTRACT:** The contract shall be for a period of 01 (One) year from the date of signing agreement which may be renewed annually on the basis of satisfactory performance upto maximum of 3 years on the same terms & conditions.
8. **PAYMENT OF WAGES TO DEPLOYED MANPOWER:**
9. Institute will provide the monthly attendance details of deployed manpower to prepare a bill by the contractor.
10. On the basis of bill, contractor shall pay the wages to each employee & deposit, ESI, EPF etc with appropriate authorities.
11. After transferring the monthly wages, EPF, ESI in respect of deployed manpower, contractor shall submit the bill to the Institute with pay bill, EPF, ESI details.
12. Contractor shall be capable of making payment of wages as per tender document timely before 7th of every month from his own resources.
13. Pay slips shall be provided to deployed manpower and pay statement shall be submitted to the Institute every month.
14. Contractor shall submit undertaking on their letter head to the Institute with pay bill that he has deposited ESI and EPF of the employees with appropriate authorities.
15. **AGENCY/CONTRACTOR SUBORDINATE STAFF AND THEIR CONDUCT**

If and whenever any of the Agency/Contractor’s employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reasons for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of AIHM Chandigarh.

1. With mutual consent between the AIHM Chandigarh and the Contractor any other point can be included in the agreement at the time of its execution.
2. The contractor will supply the list of Personnel to be deployed with full particulars such as age, parentage, address, etc. before the commencement of the Agreement.
3. The contractor may be asked to increase/decrease manpower depending upon the work load at agreed rate and terms and conditions as and when required by the AIHM Chandigarh. The responsibility to withdraw manpower on the directions of the Institute is the sole responsibility of the service provider. The Institute may ask the service provider to remove any personnel at any time without any intimation. The Institute reserve the right to increase or decrease the requirement of Manpower during the contract period.
4. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee’s and employer’s share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN’s and transfer if any.**
5. The Agency/Contractor shall employ adult staff as per the criteria decided by AIHM Chandigarh.
6. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
7. The Agency/Contractor staff shall not be treated as the staff of AIHM Chandigarh for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job.
8. The Agency/Contractor shall disburse the wages to the workers through bank transfer and Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The AIHM Chandigarh shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the minimum wages as per Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India notification.
9. None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
10. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by AIHM Chandigarh and decision of the AIHM Chandigarh will be final in this regard. In case AIHM Chandigarh in its discretion finds any deployed person as not desirable and not suitable for whatever reasons will be at the sole discretion of AIHM Chandigarh and upon so being notified by AIHM Chandigarh, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to AIHM Chandigarh.
11. Office timings will be as per Institute norms.
12. The agency must provide I-cards, appointment/experience letters to each employee, clearly mentioning the term and conditions of employment. Contractor should issue salary slips every month to each worker deployed by them. Uniform should also be provided to the utility workers, sweepers, electricians, Gardeners and office staff etc. by the contractor. The colour, design and texture of the cloth will be decided mutually. No separate payment shall be made for such uniforms. The bidder must calculate and include such expenses into their offered service charge.
13. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the AIHM Chandigarh.
14. The workers employed by the Contractor shall be his sole employees and AIHM Chandigarh shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
15. AIHM Chandigarh shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
16. The Agency shall not sub-contract the services of personnel sponsored by them.
17. AIHM Chandigarh reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
18. AIHM Chandigarh is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
19. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the AIHM Chandigarh shall have the right to claim the damages from the Agency.
20. The contractor will be liable for paying for any loss caused to the Institute. In case any employee of the Contractor so deployed enters into dispute of any nature whatsoever it will be the sole responsibility of the Contractor concerned to contest the same. In case Institute is also made party and is required to pay counsel fee and other expenses shall be paid to the Institute by the Contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature comes on the Institute in this respect.
21. The Institute shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
22. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower then the minimum required or in the case of disobedience by the staff so deployed on duty, the Principal, AIHM Chandigarh or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to Rs. 10000/- (Rupees ten thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Principal, AIHM Chandigarh shall be final and binding on the contractor.
23. **Termination of The Contract:-**

The contract may be terminated in any of the following contingencies:

1. On the expiry of the contract period, without any notice.

**OR**

1. On giving one month’s notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

**OR**

1. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.

**OR**

1. On Contractor being declared insolvent by the competent Court of Law without any notice.

**OR**

1. In case the Contractor is not interested to continue the contract subject to the condition that the Contractor shall give minimum two months notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.

1. In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Principal, AIHM Chandigarh may further deem fit in public interest or revoke the contract, namely:
2. Legal heirs, in case of sole proprietor
3. Next partners, in the case of company of firm
4. Otherwise the Director or his nominee, AIHM Chandigarh shall reserve the right to settle the matter accordingly to the circumstances of the case, as he/she may think proper.
5. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.
6. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over when ever required by AIHM Chandigarh.
7. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee’s contribution towards EPF/ESI etc. of each employee every month along with bills.
8. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with AIHM Chandigarh.
9. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
10. That, the contractor will submit the EPF/ESI account of each individual employee appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the Institute for information.
11. The Contractor shall abide by and follow all the Local and Central Laws strictly.
12. That no accommodation, any other allowance over and above the amount given to the personnel so employed shall be provided for by AIHM Chandigarh under this agreement. AIHM Chandigarh is at liberty to change this clause as and when needed.
13. An attendance register/Biometric Attendance record shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the AIHM Chandigarh office and the payment, shall be made to the contractor on the basis of attendance register. Bio Metric attendance machine has to be provided by the contractor for record of attendance.
14. ARBITRATION: That in case of any dispute arising out of this agreement between the contractor and AIHM Chandigarh, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Principal AIHM Chandigarh, who may him/her self take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who’s decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of AIHM Chandigarh, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer Institute. A new arbitrator shall be nominated by the Principal AIHM Chandigarh in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.
15. That the courts covering the area of AIHM Chandigarh only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
16. That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
17. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the AIHM Chandigarh shall accrue/ arise implicitly or explicitly.
18. It is further agreed that the personnel so employed by the contractor and deputed in the office of AIHM Chandigarh shall have no right to employment against any post of the Institute (AIHM Chandigarh It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and AIHM Chandigarh reserves the rights to do away with the agreement as and when so required without assigning any reason.
19. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.
20. **FORCE** **MAJEURE**
21. Any failure of omission or commission to carry out the provision of this agreement by the service provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with statute and/ or regulation of the government, lockouts and strikes, riots, curfew, embargoes or from any political or other reasons beyond the parties control including war ( weather declared or not) civil war or stage of insurrection, provided that notice of occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.
22. The service provider(s) shall be liable to transfer / deploy their persons to any other block/ unit of this institute for providing the similar type of service on their existing terms and conditions of their service agreement, as and when desired by the Principal, Dr. Ambedkar Institute of Hotel Management Catering and Nutrition, Sector 42D, Chandigarh -160036 on administrative grounds.
23. All the service provider(s) shall have to co-operate with each other / their counterparts in other module of this institute for providing the similar type of service to deal collectively with any natural calamity, unto wards incidences, disaster, law and order problem, etc. as and when such situation so warrants during their contract period without any additional cost to this Institute.
24. Each page of the Tender documents must be stamped and signed by the person/persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents included various conditions of contract. Any Bid with any of the documents not so signed is liable to be rejected at the discretion of the institute.
25. The Institute shall have the right to check up, from time to time, the uniforms wear by the security personnel & other deployed personnel as well as their fitness to perform guard duty up to the satisfaction of the Institute.
26. The personnel deployed by the Security Agency in the Institute shall be removed immediately if the Institute considers such removal necessary on administrative grounds. The security agency shall also immediately remove any personnel who is found not to be discharging his duties correctly or is of doubtful character and shall replace him/her with substitute personnel either on its own or on the demand of the Institute and only after approval of the authorized officer of the Institute. In case of removal of such personnel, no claim shall be maintainable against the Institute.
27. The personnel engaged by the contractor shall draw their remuneration from their agency and will not claim any employment benefit from the institute at any time. The contractor shall also be responsibility for the statutory obligations of such personnel and shall indemnify the institute in the matter.
28. The Security Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them have been paid at least minimum wages, as enforced from time to time, in accordance with the provisions of the Minimum Wages Act 1948 (rates applicable as per Central Govt). The wages shall be disbursed in the bank account of employees through digital mode and copy of the transaction will be handed over to institute every month.
29. The Security Agency shall be responsible for all injuries and accidents to persons employed by them. or otherwise. The Institute shall stand indemnified in respect of the treatment provided under such exigencies.
30. ***The Security Agency shall supply trained manpower for the security duties in the campus. It shall also undertake of its expense and to the satisfaction of the Institute, a continual updating of skills and procedures followed by the Security staff***. For this purpose the agency shall organize suitable training camps for its cadres from time to time.
31. The Security Agency shall have a regular system of training the Guards before mounting them on duty. The Security Agency shall have proper training facility and profession syllabi for the training.
32. The Security Agency shall have a proper system of checking the guards on duty especially at night. Records of the same should be effectively maintained and shortcomings, if any, should be immediately rectified.
33. Security Agency shall apply to the Labour Commissioner for obtaining a labour license within a reasonable time and will submit a copy of the license to the Principal of the Institute. Institute will not pay any charges for the same.
34. The antecedents of Security staff deployed shall be got verified by the Contractor from local police authority and an undertaking in this regard to be submitted to this Department and the Department shall ensure that the Contractor complies with the provisions.
35. These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor.

Principal/Secretary

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**TECHNICAL BID (PART-A)**

**BIDDER’S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency/Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of Years in Operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Operational Address if different from above: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Telephone No. (Landline): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Tele fax No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Mobile No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Official Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
9. Name & Address of Branch, if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
10. Type of Organization

(whether private limited/LLP/ partnership/sole proprietorship) as per attached proof)

1. Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm:
2. ISO Certification, if any {If yes, please furnish details}

(Signature of Bidder with Seal)

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**TECHNICAL BID (PART B)**

**TECHNICAL DETAILS OF THE TENDERER**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Description** | **Confirmation (Yes/No)** | **Proof Attach at Page No.** |
|  | Copy of Earnest Money Rs. 5,00,000/- deposited in the institute |  |  |
|  | Does your agency approved/ recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act. 1970 and Contract Labour Central Rules 1971. |  |  |
|  | Does your agency/Contractor comply with the statutory requirements such as valid Registration with EPF, ESI/PAN/TAN and GST etc. Registration authorities and license to execute such contracts? Copy of relevant certificates should be attached. |  |  |
|  | Does your agency have been in existence for the last 05 years. |  |  |
|  | List of three Clients along with performance certificates certifying that the applicant firm has executed a contract satisfactorily where 200 or more than 200 personnel were deployed in any Govt. Establishment |  |  |
|  | Does your agency has atleast one contract of Rs. 2 crore & above out of last three contracts at least 100 & above deployed manpower? |  |  |
|  | Does the agency deployed at least 200 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted. |  |  |
|  | Do you have average annual turnover of INR 5 Crores in preceding three financial years in similar services. (Copy of audited balance sheets and ITR certificates with matching PAN No. must be enclosed). |  |  |
|  | Does your agency have been blacklisted by any  Govt., Semi Govt. Deptt., or any other organization? ***An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.*** |  |  |
|  | Have you completed /submitted other required Information / documents, as mentioned in the Tender Document? |  |  |
|  | Have your firm/ Agency/Contractor ISO 9001- 2015 certified? |  |  |
|  | Do you have a registered/branch office in Chandigarh/Tricity? |  |  |
|  | Does your agency has license under PSRA for operating in Chandigarh, U.T.? |  |  |

Date:\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of Bidder with Seal)

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**ANNEXURE FORMING PART OF TECHNICAL BID (PART-C)**

**LIST IS ILLUSTRATIVE NOT EXHAUSTIVE. REQUIREMENT OF MANPOWER**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S. No. | Post | Category of employees as notified by Chief Labour Commissioner, Ministry of Labour & Employment | Numbers as on October, 2019 | Remarks |
|  | Security Supervisor | Highly Skilled | 1 | The wages to be paid per worker per month will exclude all employer contribution like EPF, ESI, EDLI shall be claimed as per the rates duly notified by Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India from time to time. The statutory benefits like EPF, ESI, EDLI and GST shall be claimed as per Government rules. |
|  | Security Guard | Skilled | 14 |
|  | Cook | Skilled | 03 |
|  | Electrician | Skilled | 01 |
|  | Peon | Un-Skilled | 01 |
|  | Mali | Un-skilled | 05 |
|  | Sweepers | Un-skilled | 19 (17 Male +  02 Female  2 Female) e) |
|  | Utility Workers | Un-skilled | 65 |
|  | Office Clerk | Skilled | 1 |
|  | Computer Operator | Skilled | 04 |
|  | Hostel Warden | As approved by Board | 2 (1 Male +  1 Female) |
|  | Mid Day Meal Supervisor | As approved by Board | 1 No |
|  | Assistant MDM Supervisior | As approved by Board | 1 No |
|  | Driver | Skilled | 2 No’s |
|  | Hindi Translator | As approved by Board | 1 No |  |

**WILL BE AS PER WORK LOAD**

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

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**TECHNICAL BID Annexure-1**

**NO DEVIATION CONFIRMATION**

To

The Principal,

Dr. Ambedkar Institute of Hotel Management,

Sector 42-D,

Chandigarh.

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

(Signature of Bidder with Seal)

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**TECHNICAL BID Annexure-2**

**EVALUATION MATRIX FOR AWARD OF MANPOWER SERVICES**

**Name of the bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Sr. No. I to III, To be filled in by the Agency/Contractor)**

Evaluation Matrix: Total Marks: 50

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Description** | **Documentary Proof attached at Page No.** | **Marks** |
| **Weightage of Technical Bid Weightage-50 Marks** | | | |
| **I** | **Certification and Credentials** |  | **(25 Marks)** |
| a) | **Company Incorporation (Max Marks-5)** |  |  |
|  | (i) Private Limited/Limited Company/Corporation (5 Marks)  (ii) Partnership with Limited Liability (4 Marks)  (iii) Partnership firm- (3 Marks)  (iv) Proprietary firm-(2 Mark) |  |  |
| b) | **Assessment of average turnover for the preceding three financial years on the basis of audited balance sheets and certificates of ITSs (10 Marks)** | | |
|  | (i) Turnover of > INR 05 Crore< INR 20 Crore (3) |  |  |
|  | (ii) Turnover of > INR 20 Crore< INR 30 Crore (5) |  |  |
|  | (iii) Turnover of > INR 30 Crore< INR 50 Crore (7) |  |  |
|  | (iv) Turnover of > INR 50 Crore (10) |  |  |
| **c)** | Private Security License and ISO Certification (Max 10 Marks) |  |  |
|  | (i) CMD/Majority Partner/Proprietor registered with DGR (1 Mark) |  |  |
|  | (ii) PSA of Chandigarh (1 Mark) |  |  |
|  | (iii) PSA of Any Second State (1 Mark) |  |  |
|  | (iv) PSA of Any Third State (2 Mark) |  |  |
|  | (v) Certified for ISO 9001-2015 (5 Mark) |  |  |
| **II** | **Worker strength and Experience in large volume, multistate relevant assignments** | | **(20 Marks)** |
| a) | Total workers continuously on rolls for last six months, will be verified from EPF Portal **(10 Marks)** | |  |
|  | (i) <500 workers = 3/10 |  |  |
|  | (ii) 500-1000 workers = 5/10 |  |  |
|  | (iii) 1000-3000 workers = 7/10 |  |  |
|  | (iv) >3000 workers = 10/10 |  |  |
| **b)** | **Experience – should be in the name of same [applying] firm. Number of Security Personnel deployed under single contract in reputed institution/ large public/private sector organizations (10 Marks)** | |  |
|  | a) Contracts each with annual value below 1 Crore (1) |  |  |
|  | b) 1-3 contracts each with annual value above 1 Crore (3 Marks) |  |  |
|  | c) 4-5 contracts each with annual value above 1 Crore (5 Marks) |  |  |
|  | d) More than 5 contracts each with annual value above 1 Crore (10 Marks) |  |  |
| **III** | **Capability & Resources** | | **(05 Marks)** |
|  | a) Provisions to provide help to employees in need through their internal welfare system (1 mark) |  |  |
|  | b) Independent training infrastructure which is PSRA/DGP reorganized (2 Marks) |  |  |
|  | c) Good infrastructure for carrying out on site training (2 Marks) |  |  |
| **(For office use Only)** | | | |
| **IV** | **Weightage of Financial Bid** | | **(50 Marks)** |
|  | a) Lowest Bid Value (L1) – (50/50) |  |  |
|  | b) 2nd Lowest Bid Value (L2) –L1/L2x50 |  |  |
|  | c) 3rd Lowest Bid Value (L3) – L1/L3x50 |  |  |
|  | d) 4th Lowest Bid Value (L4) –L1/L4x50 |  |  |
|  | e) 5th Lowest Bid Value (L5) –L1/L5x50 |  |  |

Note: It is mandatory for the Agency/Contractor to provide documentary proof before submission of the tender so as to justify figures filled in Ser No I to III above. Sr No. IV is for office use only.

**(SEAL AND SIGNATURE OF BIDDER/CONTRACTOR)**

“Certified that the documents proof as claimed in Sr. No. I to III has been checked and found correct and complete by Tender Opening Committee and Sr. No IV has been filled by the Tender opening committee after following due procedure and opening of Financial Bid (cover 2).”

**Member I Member II Member III**

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**FINANCIAL BID PART-A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tender Inviting Authority  DR. AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT  SECTOR 42-D, CHANDIGARH, PH.NO. +91-172-2604833 | | | | |
| Name of Work: Annual Contract for Providing Manpower (through Joint Tendering) | | | | |
| Contact No: | | | | |
| Bidder  Name | | (Please enter complete Name, Address and Phone Nos. here) | | |
| PRICE SCHEDULE (FINANCIAL BID) | | | | |
| S. No. | Post | | Category of Employees as Notified by Chief Labour Commissioner, Ministry of Labour & Employment | Percentage of Service Charges on wages to be quoted by the Bidders. Charges on Wages to be |
| 1.00 | Security Supervisor | | Highly Skilled | In Figures \_\_\_\_\_\_\_\_\_\_\_\_\_\_  In Words \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2.00 | Security Guard | | Skilled |
| 3.00 | Mali | | Un-skilled |
| 4.00 | Sweepers | | Un-skilled |
| 5.00 | Utility Workers | | Un-skilled |
| 6.00 | Office Clerk | | Skilled |
| 7.00 | Computer Operator | | Skilled |
| 8.00 | Hostel Warden | | Highly Skilled |
| 9.00 | Hindi Translator | | Highly Skilled |

Service Charges (%) will not be payable on ESIC, EPF & G.S.T. etc.

**TECHNICAL BID –Terms and Conditions Sr. No 8 Sub Cause VI**

**DR.AMBEDKAR INSTITUTE OF HOTEL MANAGEMENT,**

**SECTOR 42-D, CHANDIGARH**

**PH.NO. +91-172-2604833**

**TO WHOM IT MAY CONCERN**

This is to undertake that this Agency has deposit the amount of E.P.F and E.S,I with the concern office, deducted by the Agency from the Pay bill of deployed staff for the Month of.................................

(Signature of Contractor with Seal)