

**TENDER DOCUMENT
FOR
KITCHEN STAFF**



**INSTITUTE OF HOTEL MANAGEMENT, CATERING & NUTRITION
LIBRARY AVENUE, PUSA,
NEW DELHI-110 012**

**Institute of Hotel Management, Catering & Nutrition,
Pusa, New Delhi-110012**

Telephones: 25841411, 25840147, 25842429 – Telefax: 25843177

From

To

The Principal,
Institute of Hotel Management,
Catering & Nutrition,
Pusa, New Delhi-110012.

Subject: - Submission of Tender contract for providing kitchen staff in the Institute of Hotel Management, Catering & Nutrition, Pusa, New Delhi-110012. (2017-2018).

Dear Sir,

With reference to your advertisement inviting Tender. I hereby offer to provide complete Security services in your Institute and shall work truly and faithfully as set forth in the attached Financial bid/technical bid and terms and conditions and shall be responsible for all complaints as regards the quality of services and in case of any dispute the decision of the Institute authority shall be final and binding on me/us.

A crossed DD.No. _____ dated _____ for the prescribed amount of Rs. 4,00,000/- drawn in favour of Principal, Institute of Hotel Management, Catering & Nutrition, Pusa, New Delhi-110012 payable at New Delhi enclosed, as earnest money as desired. I/we fully understand that in the event of my/our tender being accepted this earnest money shall be retained by you as security deposit payable by me/us for the faithful and satisfactory execution of the contract.

I/we shall have no claim to get the refund of earnest money prescribed against the tender in the event of my/our non-compliance of contract provided such contract is implemented within the period of validity.

My/our EPF No./ ESI No./ Regd.No. are as follows:-

1. EPF No. _____
2. ESI No. _____
3. Registration No. _____

I further understand that my/our earnest money will stand forfeited in case of unsatisfactory services/violation of any term or if I withdraw my tender at any stage during the currency of the period of validity.

My/our tender shall remain valid for a period of 90 days from the last date prescribed for submission of the Tender.

My/our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed technical bid/ financial bid and terms and conditions signed by me/us in our capacity of sole/owner/general or special attorney attached is submitted for your favourable consideration.

I/we has/have read the enclosed terms and conditions carefully and has/have signed the same in token of their absolute and un-qualified acceptance. My/our tender constitutes a firm offer under the Indian Contract Act, 1972 and open to an acceptance in whole of my offer, if accepted on the attached terms and conditions, will constitute a legally binding of contract and shall operate in the contract as defined in the Indian Contract Act, 1872.

Thanking you,

Yours faithfully,

Signature with stamp and full address

Place: - _____

Dated: - _____

TECHNICAL BID
INSTITUTE OF HOTEL MANAGEMENT, CATERING & NUTRITION
LIBRARY AVENUE, PUSA, NEW DELHI-110 012

(To be enclosed in a separate sealed envelope)

For providing services of unskilled/ semiskilled/ skilled manpower to
INSTITUTE OF HOTEL MANAGEMENT, PUSA NEW DELHI-12

Tender Form No: _____

1.	Name of Tendering Company / Firm/ Agency (Attach certificates of resignation)	
2	Name of proprietor / Director/ Partner or Member of Company / Firm/ Agency	
3	Full address of Registered Office with Telephone No. FAX and E-Mail	
4	Full address of Operating / Branch office with Telephone No. FAX and E-Mail	
5	Banker of Company / Firm/ Agency with full address (Attach certified copy of statement of A/C for the last two years)	
6	PAN /GIR No. (Attach Copy)	
7	Service Tax Registration No.(Attach Copy)	
8	E.P.F Registration No.	
9	E.S.I Registration No. (Attach copy)	
10	Name of the Clients and documents showing completing at least one service of value not less than Rs. 50 Lakh per annum related to providing human resources during last two years.	
11	Give details of the major Manpower providing contracts handled by the tendering Company / Fir. Agency on behalf of PSUs and Government Departments during the last three	

	years. Having last 3 years turnover of Rs. 3.0 Crores per annum. (Attach copy of work orders)	
12	At least one valid contract for similar work	
13	List of Arbitration cases, if applicable.	
14	Undertaking to the effect that the personal deputed to the Institute have been screened by the police verification.	
15	Undertaking by bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to the previous service contracts.	
16	Affidavit stating that the agency is/ has not been black listed by Centre/ State Government /PSU (Attach in original)	
17	Declaration about Fraud and corrupt practices(Duly signed & attested as given in the Tender Document- Annexure-III)	

Signature of authorized person

NAME:

SEAL:

DATE:

PLACE:

FINANCIL BID

(To be enclosed in a separate sealed envelope)

For providing services of semiskilled/ skilled manpower to
INSTITUTE OF HOTEL MANAGEMENT, PUSA NEW DELHI-12

Tender Form No: _____

1. Name of tendering Service Provider Company/ Firm./ Agency /

2. Details of Earnest Money Deposit

Amount

D.D./ P.O & Date

Drawn on Bank

3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other bylaws applicable (inclusive of al statutory liabilities, taxes, levies, Cess etc.)

4.

S. No	Description	Rate/Wages per month per person.	PF *	ESI *	Service Tax	Any other charges	Contractor's profit (service charge)	Total per person per month
1	Trained Cook							
2	Trained Baker							
3	Helper (F&B)							
4	Lab Assistant							
5	Lab Attendant							

*** Quoted rates should not be less than the latest rates of minimum wages as prescribed by Government of Delhi and as applicable in Central Government. Bidders are advised to take into account all other factors of payments (like weekly off, national holidays, over time etc.) which quoting their rates and monthly rates.**

**Institute of Hotel Management, Catering & Nutrition,
Pusa, New Delhi-110012**

Telephones: 011-25841411, 25840147, 25842429 – Telefax: 011-25843177

Terms and conditions for the Annual Contract of Kitchen staff.

Terms and conditions for the Annual Contract of Kitchen Staff:

Trained Cooks (Skilled Worker)	09 No
Trained Baker (Skilled Worker)	07 No
Helper (F&B)	02 No
Lab Assistant	02 No
Lab. Attendant (Dietetics)	01 No

ALL THE STAFF SHALL BE VIEWED BY THE HEAD OF DEPARTMENT AND SHALL BE DEPUTED ONLY AFTER APPROVAL.

Qualification and Experience

S.No.	Name of Post	Qualification & Experience
1	Trained Cooks (Skilled Worker)	Minimum 5 days Govt. Certified Course in cookery or minimum 6 months experience in commercial kitchen.
2	Trained Baker (Skilled Worker)	Minimum 5 days Govt. Certified Course in bakery or minimum 6 months experience in commercial bakery.
3	Helper (F&B)	Minimum 5 days Govt. Certified Course in F&B or minimum 6 months experience in commercial F&B outlet.
4	Lab. Attendant	Minimum 12 th pass.
5	Lab. Assistant	Minimum Graduation or 6 months experience in the relevant field.

General Terms and Conditions:

The Service Provider shall submit the Quotation in Two Parts – Part-1(Technical and Financial) Part-2 (Price Bid).

The Contract is initially valid for a period of 11 months and extendable for a further period of 11 more months upon mutual consent. IHM Pusa reserves the right to curtail or extend the period of the Contract or terminated by IHM Pusa owing to deficiency of service, sub-standard quality of

personnel deployed, breach of contract, reduction or cessation of the job requirements with 30 days prior notice. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and IHM Pusa.

The services shall be reviewed by a Committee comprising of representatives from Administration & Accounts and report shall be submitted to Principal, IHM Pusa.

The contract may be extended on the same terms and conditions or with some addition/deletion/modification for One more year as mutually agreed upon by the successful Service Provider and IHM Pusa.

The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of IHM Pusa.

The Service Provider is required to enclose photocopies of the following documents along with the Quotation failing which their Bids shall be summarily/out-rightly rejected and will not be considered any further:

- a) Copy of Establishment registration certificate of agency for providing manpower.
- b) Copy of PAN/GIR Card.
- c) Copy of the latest IT return filled by agency.
- d) Copy of Service Tax registration letter/Certificate.
- e) Copy of the P.F registration letter/Certificate.
- f) Copy of the E.S.I registration letter/Certificate.
- g) Certified document in support of financial turnover of the agency for the last 3 years.
- h) Statement of Bank A/C in the name of Company/Agency for the last one year duly Endorsed by Banker's.
- i) Details of agreement made by company for the last 5 years along with proof with their Service Provider.
- j) Undertaking to be furnished by the Service Provider that the Service Provider is having no legal suit/criminal case pending against its proprietor or any of its Directors (In the case of Private Ltd., Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.

The Service Provider shall comply with the statutory rules connected with Food Control Act, Contract Labour [Registration and Abolition Act] 1970 and Central Rules 1971. Employees Provident Fund Act, Employees State Insurance Act, Minimum Wages Act, Payment of Wages Act, Workmen's Compensation Act and shall attach necessary registration documents whenever called for.

The Service Provider will be bound by the details furnished by him / her to IHM Pusa while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of the contract.

The agency shall depute a coordinator who would be responsible for immediate interaction with the IHM Pusa, so that optimal services of the persons deployed by the agency could be availed without any disruption.

Liabilities, Control etc. of the persons deployed :

Services will be required for all the days in a month irrespective of holidays. Normally, the number of working days in a month for the personnel shall not be more than 30 days including Sunday less public holidays observed in IHM Pusa, with working hours of 8 hours per day. The National Holidays for contractual staff is 26th Jan., 15th Aug. and 2nd Oct. only. One month comprises of 26 working days + 4 weekly off.

The Service Provider shall maintain Attendance Register, and a copy of the same shall be submitted along with bills while claiming monthly payment.

The Chart towards shift timing and number of persons deployed in each shift shall be prepared in consultation with Administrative Officer and HOD, Food Production, IHM Pusa. Service Provider shall prepare the duty chart every month and to be hand over, the same to Administrative Officer, IHM Pusa.

The contractor should provide two sets of uniform (Chef coat = 02 Nos., Black trouser = 02 Nos., Apron = 02 Nos., Cloth caps = 02 Nos. and 01 Pair of black shoes) initially and replaced in a year subsequently to the personnel deputed in the Institute. Cost of uniforms to be borne by the contractor. He has to insure that the workforce should be in wear a clean uniform. The uniform should be provided within 7 days in to entering in to contract.

Shift persons shall not leave the premises unless the reliever reports for duty.

The persons deployed shall reach the work spot well in time and strictly follow the rules and regulations regarding safety and security of this office.

The Character and Antecedents of the personnel deployed shall be got verified through record check by the Service Provider from the concerned Police authorities, and submit the Original Police Report to this office.

Service Provider will be required to follow the security requirements such as possessing a valid pass / Identity Card while entering the IHM Pusa and maintaining high order of discipline while on duty.

The persons deployed are not authorized to communicate any official information they may come across during their working in the office.

The Service Provider shall be responsible for any theft, pilferage or misbehavior by any of his employees engaged for carrying out the work.

In case, the person employed by the Service Provider commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence, the successful Service Provider will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by IHM Pusa.

The Service Provider shall replace immediately any of its personnel who is found unacceptable to IHM Pusa, because of security risks, incompetence, conflict of interest, etc. upon receiving written notice from this office.

The Supervisor should be made available throughout the day for taking instructions from the Administrative Officer, IHM Pusa / Authorized Officer and to oversee the day-to-day operations.

Legal:

The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed at IHM Pusa.

Service Provider shall also be liable for depositing all taxes, levies, Cess etc.on account of service rendered by it to IHM Pusa to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

The Service Provider shall maintain all statutory registers under the applicable Law. The Service Provider shall produce the same, on demand, to the concerned authority of IHM Pusa or any other authority under Law.

The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by IHM Pusa.

In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof, if IHM Pusa is put to any loss / obligation, monetary or otherwise, IHM Pusa will be entitled to get itself reimbursed out of the outstanding bills, to the extent of the loss or obligation in monetary terms.

The Service Providers shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. IHM Pusa shall, in no way, be responsible for settlement of such issues whatsoever.

IHM Pusa shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

Financial:

The workforce shall be paid the wages as prescribed at **Annexure-B**. The Service Provider should pay the agreed upon wages in full to his workforce as per the Contract.

IHM Pusa will pay wages for different categories of personnel deployed as agreed upon to the Service Provider on production of required document/bills. The Service Provider shall also ensure that their personnel are paid the wages as per the contract.

However, wages payable should not be lower than the minimum rate of wages (includes Basic rates and Variable Dearness Allowance) as per the Order issued by Office of the Chief Labour Commissioner, Ministry of Labour and Employment, Government of India from time to time.

The Wages payable for the Contract resulting out of this NIT are subject to revision and governed by the Minimum Wages Act, issued by Ministry of Labour and Employment, New Delhi from time to time.

However, even in case of wage revision if any, there will be no change in the Service Charges/Profit Margin payable to the Service Provider. Also, please note that the Service Charges/Profit margin payable to the Service Provider is fixed during the currency of the Contract.

IHM Pusa will make payment of Employers Contribution towards EPF & ESI as per the prevailing rates after receiving original receipt from the contractor. The Employees Contribution of EPF and ESI shall be borne by the workforce.

In addition, IHM Pusa will pay agreed Service Charges to the Service Provider as a fixed amount / lump sum and not as a percentage on any calculated amount.

Payment will be made monthly on receipt of the Invoice/Bill (in duplicate) duly certified by the Administrative Officer, IHM Pusa. The Invoice/Bill, indicating separately (i) Amount payable to personnel deployed, (ii) Employers contribution towards EPF and ESI, (iii) Service Charge/Profit to the Service Provider and (iv) Service Tax as applicable along with all supporting documents like (a) proof of remittance of both Employees and Employers contribution towards EPF and ESI made for the preceding month including the statements containing the name of the Person deployed, Account Number, Contribution paid, and (c) Service Tax paid, should be submitted to the Administrative Officer, IHM Pusa, on or before 5th of every month. The payment would be restricted to the number of persons actually deployed for providing the service and the number of days worked at the prescribed rate per person, per month. A requisite portion / whole of the bill amount shall be held up by IHM Pusa till such proof is furnished, at the discretion of this office. In case organization of ESI and EPF are not submitted the amount of money will not be reimbursed. The original receipt must have name of the employees.

The Service Provider has the obligation to provide any other related document called for by IHM Pusa from time to time.

The Service Provider shall strictly adhere to all laws relating to the employment of labour. The Service Provider shall make the payment to personnel deployed and the ESI and EPF to concerned authorities as per any one of the methods:

If the payment is by cash to the personnel deployed, in the presence of the identified Officer, before 5th of the succeeding month of being deployed.

If the payment is made through ECS, the Service Provider shall complete the payment through ECS by 5th of the succeeding month and submit necessary proof from his banker to the identified officer. At the time of making the payment by ECS, immediately after crediting to the bank.

If the payment is made by cheque, the Service Provider shall make the payment to the personnel deployed, in the presence of the identified officer, before 3rd of the succeeding month.

Whichever the mode of payment is opted, the Service Provider should issue a signed salary slip/statement on the letter head to the work force containing details such as number of days present, wages payable, recoveries made, etc.

In case Service Provider fails to make the payment to personnel deployed by 5th of the succeeding month as above and not remitted the amount to ESI and EPF to the concerned authorities, IHM Pusa reserves the right to make alternative arrangements for such payments and recover the amount so paid from the Service Provider either by deduction from any amount payable to the Service Provider under the work order/service contract or any other work order/service contract placed on the Service Provider by IHM Pusa or as a debt payable by the Service Provider, and no notice is issuable for such payment by IHM Pusa.

The Annual EPF Statements shall be distributed to the workforce by the Service Provider in the presence of the Administrative Officer, IHM Pusa, or his representative.

Terms and Conditions or clauses not covered in this document:

Any other terms & conditions or clause not covered in this document shall be in accordance with the concerned Labour and other statutory rules/acts.

Parallel/Adhoc Contract:

IHM Pusa reserves the right to enter into parallel/achoc contract(s) with one or more parties during the currency of this contract for availing same or similar service.

IHM Pusa reserves the right to terminate the contract in whole or in part without assigning any reason by giving a prior notice of 30 days.

IHM Pusa reserves the right to terminate the contract in whole or in part owing to deficiency of service, breach of contract, non-performance, and cessation of the requirement by giving a prior notice of 30 days.

Indemnity Bond:

The Service Provider shall indemnify IHM Pusa against any action, claim or proceedings relating to infringement of all or any of the prevailing laws like Workman's Compensation Act, 1923, Contract labour (R&A) Act, 1970, EPF Act, ESI Act, Industrial Dispute Act and any other Acts specifically not mentioned during the currency of the Contract (this shall be on a Rs. 200/- non-judicial stamp paper as per the specimen format).

Earnest Money Deposit:

The Bid should be accompanied with an Earnest Money Deposit [EMD] for a sum of Rs. Rs. 4,00,000/- [Four Lakhs Only]. The EMD shall be submitted along with the Technical Bid in a separate sealed cover super scribing "Earnest Money Deposit" mentioning the Tender reference number.

The EMD shall be submitted in one single installment through Demand Draft/Bankers Cheque/Fixed Deposit Receipts from any of Nationalized/Scheduled Banks. The EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the Contract.

The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the Tender in any respect within the validity period of the Tender.

Any Tender not accompanied with EMD shall be treated as invalid Tender and rejected.

Security Deposit:

The Successful vendor shall execute Security Deposit [SD] for 10% of the value of the Contract towards satisfactory execution of the Contract. The Security Deposit shall be executed through Demand Draft/Bankers Cheque/Fixed Deposit Receipts.

In case the vendor fails to furnish the Security Deposit within 20 days after the receipt of signing of the Contract or any extension thereof, the Contract shall be cancelled or terminated. The EMD if any executed shall be forfeited and appropriate penal action shall be initiated.

The Security Deposit will not carry any interest and shall be returned after completion of all the obligations of the Contract.

Arbitration:

In the event of any dispute or difference relating to the interpretation and application of the contract, such dispute or difference shall be settled amicably by mutual consultations of the good offices of the respective parties. If such a resolution is not possible, then unresolved dispute or difference shall be referred to the Sole Arbitrator in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 or any modification thereof. The decision of the Arbitrator

shall be final and binding on the parties. The expenses for the Arbitration shall be paid as may be determined by the Arbitrator. The Arbitration shall be conducted in IHM Pusa.

Jurisdiction:

The Courts within the Delhi shall have jurisdiction to deal with and decide any matter arising out of this contract.

Applicable Law:

The contract shall be construed and interpreted in accordance with the Indian Law.

Subletting of the Contract:

The Contract shall not be sublet, transferred or assigned to any other Firm/Agencies/Person without the prior written permission of IHM Pusa. In case of violation of this clause, the Service Provider/Contractor shall be solely responsible for any legal action besides Termination of Contract.