

**FINAL TENDER DOCUMENT
FOR
SECURITY SERVICES**



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

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

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

From

To

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

Subject: - Submission of Tender contract for providing complete Security services 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. 2,50,000/- 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. 25 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	

Signature of authorized person

NAME:

SEAL:

DATE:

PLACE:

ANNEXURE B

FINANCIAL 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 all 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	Security Supervisor							
2	Male Security Guard							
3	Female Security Guard							

*** 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, etc.) which quoting their rates and monthly rates.**

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

Telephones: 25841411, 25840147, 25842429 – Telefax: 25843177

Terms and conditions for the Annual Contract of complete Security Service.

SECURITY: -

Security Guards (9): - {age of 30-45 years}
:- Round the clock at least 2 shifts of 12 hrs. 3 men
and 1 Lady Guard in General shift 9 to 5.
Height – Minimum 170 cm, weight 65 to 80kg.

Security Supervisors (2) :- {age of 30-45 years}
:- 2 Security Supervisor round the clock
:- **Height** – Minimum 170 cm, weight 65 to 80kg.

ALL THE STAFF SHALL BE VIEWED BY THE SECURITY INCHARGE AND SHALL BE DEPUTED ONLY AFTER APPROVAL.

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 12 months and extendable for a further period of 12 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. Also the security deposit may be forfeited.

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 :

1. Services will be provided round the clock 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 Sundays (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., 2nd Oct. only.
2. The Service Provider shall maintain Attendance Register. A copy of the same shall be submitted by 5th of every month in triplicate along with bills to Institute with the Officer

Incharge. Once the attendance is approved then the same can be submitted in accounts to claim monthly payment. The amount of ESI and PF should be transferred first to the contractual employee account, the proof of which should be submitted to the office at IHM Pusa by 15th of every month. The reimbursement of the same will be made only after submission of receipts/bank transfers in originals.

3. The contractor should provide two sets of uniform for summers which includes shirt and trousers, belt, cap and baton along with heavy duty army canvas boots every six months to the personnel's deputed in the Institute. The cost of these uniforms should be borne by the contractor and not the staff. For winters two heavy duty warm jackets need to be provided by first week of October. He has to ensure that the workforce should be in uniform at all times. Also the staff should be well groomed at work place and should wear a clean uniform. The uniform should be provided within 7 days in to entering in to contract. The color of the uniform to be checked and confirmed by the management.
4. The replacement of personnel as required by the Institute shall be done with immediate effect. However, if the contractor wishes to replace any staff member the same shall be done after prior consultation and approval from the institute.
5. The contractor shall be solely liable for all payments/dues of the workers employed with relevant evidence for the same. The wages payable shall not be less than quoted in the tender document and shall be changed as per minimum wages by the Government.
6. The Chart towards shift timing and number of persons deployed in each shift shall be prepared in consultation with Security Officer, IHM Pusa.
7. The personnel on duty shall not leave the premises unless the reliever reports for duty and a proper handover is given to the person in the next shift.
8. 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.
9. The staff deployed will be issued Identity Cards by the contractor which should be displayed at the time of duty.
10. In case of pilferage/theft/breakage the contractor will be held responsible. The principal employer is at liberty to deducted the amount of such loss from the contractor.
11. The Character and Antecedents of the personnel deployed shall be be verified through record check by the Service Provider from the concerned Police authorities, and submit the Original Police Report to this office.

12. 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.
13. The persons deployed are not authorized to communicate any official information they may come across during their working in the office.
14. The Service Provider shall be responsible for any theft, pilferage or misbehavior by any of his employees engaged for carrying out the work.
15. 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.
16. 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.
17. The Supervisor should be made available throughout the day for taking instructions from the Security Officer, IHM Pusa and to oversee the day-to-day operations.
18. In case of discontinuation before the completion of contract tenure by the contractor the earnest security money will be forfeited.

Legal:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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:

1. 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.
2. 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.
3. 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.
4. 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 tenure of the Contract.

5. IHM Pusa will make payment of Employers Contribution towards EPF & ESI as per the prevailing rates. 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.

6. Payment will be made monthly on receipt of the Invoice/Bill (in duplicate) duly certified by the Security 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.

7. The Service Provider has the obligation to provide any other related document called for by IHM Pusa from time to time.
8. 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:
9. 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.
10. 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. 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.
11. 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.
12. 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.
13. The Annual EPF Statements shall be distributed to the workforce by the Service Provider in the presence of the Security Officer, IHM Pusa, or his representative.

Penalties:

The contractor is liable to pay a penalty of Rs. 200/- per worker per day for any of the following events:

1. Absentism
2. Improper grooming
3. Sleeping on duty/absence from duty.
4. Indisciplinary act (Fights, smoking, playing cards on duty etc.).

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, 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).

Bill format

The bills provided by the contractor should be in line with the format provided by the employer. The format will be provided once the contract is awarded.

Earnest Money Deposit:

The Bid should be accompanied with an Earnest Money Deposit [EMD] for a sum of Rs. 2,50,000/- [Two Lakhs Fifty Thousand 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.