

MAHARASHTRA STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING
TECHNOLOGY AND RESEARCH SOCIETY, PUNE



MAHARASHTRA STATE INSTITUTE OF HOTEL MANAGEMENT AND
CATERING TECHNOLOGY

(UG & PG – Degree Programme)

412 – C, K.M.Munshi Marg, Bahirat Patil Chowk, Shivajinagar,
Pune – 16.

☎ - 25676640 Email: msihmcttpo@gmail.com , web site: msihmctrs.in

E-TENDER NOTICE 20/06/2022

Open Tender Notice By

**MAHARASHTRA STATE INSTITUTE OF HOTEL MANAGEMENT AND CATERING
TECHNOLOGY AND RESEARCH SOCIETY**

Online Bids on behalf of Principal, Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 (Degree Wing): “**OUTSOURCING OF MANPOWER**” for Maharashtra State Institute of Hotel Management and Catering Technology, Pune for providing Manpower at the premises.

Online Bids on behalf of Principal, Maharashtra State Institute of Hotel Management and Catering Technology are invited for the : Contract for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years**.

Critical Date and Information Sheet

Invitation for Bids (IFB) No & date	https://mhrd.euniwizarde.com/ , https://www.msihmctrs.in NIT/02/Etender/ Man-power— Skilled, Semi-skilled Un-skilled /JUNE 2022
Place of Supply, Installation & Commissioning & Support etc.	Maharashtra State Institute of Hotel Management and Catering Technology. Pune. (Degree Wing)
Bid Publishing Date	JUNE 20, 2022, 1500 Hrs
Bid Submission Start date	JUNE 20, 2022, 1500 Hrs
Pre-Bid Meeting	JUNE 27, 2022 1500 Hrs
Last Date of Submission of Bids	JULY 04, 2022, 1100 Hrs
Date of Opening of Technical Bids	JULY 04 , 2022, 11:30 Hrs
Tender Processing Fee payable to the E Portal	As per charges mentioned on e-Tender portal
Type Of Tender	E-Tender under TWO BID/TWO PACKET SYSTEM. The Technical and Commercial Bids to be uploaded separately on the e- procurement portal at https://mhrd.euniwizarde.com

Approximate Estimated Cost of the Services Tendered For ONE Year (Without Taxation) Tender Value for One Year*	23,42,355/- Twenty Three lakhs, Forty Two Thousand Three Hundred and Fifty Five Only
Estimated Cost of the Services for the period of Two Years (Without Taxation)	46,84,709/- Forty Six lakhs, Eighty Four Thousand Seven Hundred and Nine Only
EMD@ 2% for One Year's Total Cost of the Tender.	Rs. 46,847/- (Forty Six Thousand Eight Hundred and Forty Seven Only) hard copy of DD in favour of "Principal MSIHMCT, Pune" to be submitted to the institute.
Cost of the Tender Document payable to the Institute	This tender document is free and can downloaded from the website https://mhrd.euniwizarde.com/ directly.
Contact Details and Complete Address of the Organization where the Watch Guard Services are required to be deputed.	Maharashtra State Institute of Hotel Management and Catering Technology. Address: 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra 411016 Phone: 020 2567 6640
Brief Description of Scope of Work	Providing Man-power— Skilled, Semi-skilled Un-skilled at Maharashtra State Institute of Hotel Management and Catering Technology, (Degree Wing) 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra 411016, for 24/7. Phone: 020 2567 6640
Contract Period in Years	One year from date of Award of Contract with a provision of further extension for another year or part thereof, subject to satisfactory performance of the Agency and on same terms and conditions, further subject to mutual consent by both the parties.
Earnest Money Deposit (Bid Security)	Rs. 46,847/- (Forty Six Thousand Eight Hundred and Forty Seven Only) The EMD will need to be deposited with the office of The Principal Maharashtra State Institute of Hotel Management and Catering Technology Pune on or before the last date & time of the Bid closing.
Mode/ Validity of E.M.D.	Crossed Demand Draft/Bankers Cheque issued by Scheduled Banks drawn in favour of "Principal, MSIHMCT, Pune payable at Pune, valid for 120 days, with provision to extend validity of the bids and EMD for further period at the request of Maharashtra State Institute of Hotel Management and Catering Technology, if needed. EMD will be returned at the time of award of the contract to the selected firm/ company.
	In the case of company/ Agency/ bidder registered under MSME then EMD is waived.

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directive issued by State Govt. of Maharashtra, to publish the tender document on the available Online Tender Portal in public domain. The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

2. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link “Bidder Enrollment”. Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

3. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. BID PREPARATION

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.
3. 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.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

5. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

6. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

7. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, +91-8882495599**

8. INSTRUCTIONS TO THE BIDDERS

1. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of 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 <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the e-Wizard Portal for e-Procurement at <https://mhrd.euniwizarde.com>.

9. FORFEITURE OF EMD

EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- Accept the work order along with the terms and conditions.
- Furnish performance security.
- Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- To sign the agreement in time.
- Non-compliance of technical bid format, Annexure - III
- Submitting false/misleading information/declaration/documents/proof/etc.

The decision of **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

TECHNICAL BID

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☎ - 25676640 Email: msihmcttpo@gmail.com , web site: msihmctrs.in

Name of the Work: Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years**

Tender issued to:-

M/s

Telephone No.

Mobile Telephone No.

(Signature of Bidder)

In case of any other requirement, it will be dealt as per Govt. Of Maharashtra instructions

ANNEXURE II

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NOTICE INVITING TENDER

Online Tender (<https://mhrd.euniwizarde.com/>) Tenders/Quotations on behalf of the Principal **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** are invited in Two bids systems i.e Technical & Financial Bid from reputed NGOs/agencies/firms for entering into the Contract for Providing Man-power—

Skilled

- Data entry Operators (Data Compilation),/ Clerical Staff
- Storekeeper,

Semi-skilled

- Lab Assistant
- Watchmen

Un-skilled

- Peon,
- Lab Attendant
- Gardner
- Sweepers

and In case of any other requirement, it will be dealt as per Govt. of Maharashtra instructions for a period of **Two years**. The tender should be submitted in **Two-Bids System** i.e. (i) Technical Bid and (ii) Financial Bid.

The prescribed tender form and the copy of Terms & Conditions can be obtained from the website of MSIHMCT (<https://www.msihmctrs.in>). The duly completed tender forms along with EMD of Rs. 46,847/- (Forty Six Thousand Eight Hundred and Forty Seven Only) in the form of Demand Draft/Bankers Cheque/Pay Order from any Nationalised Bank drawn in favour of Principal MSIHMCT, Pune with required documents **should reach MSIHMCT, Pune on or before 04/06/2022 upto 11.00 a.m.**

The tenders (Technical bids) received shall be opened in the Registrars office, 2nd floor on **04/06/2022 at 11.30 pm** by the Tender Opening Committee in the presence of bidding agencies or their authorised representatives, if any. The Competent Authority reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof, if any.

ANNEXURE III

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

1. **MSIHMCTRS**, Pune requires the services of reputed, well established manpower companies/NGO's/Agencies to provide Man-power as mentioned above for a period of **Two years**.
2. **MSIHMCTRS**, Pune is having its extension campus at 412 A 1 at Shivajinagar 411 016. The Contractor will have to deploy the required manpower at the campus as and when required.
3. The tender should be submitted in Two-Bids System i.e. (i) Technical Bid and (ii) Financial Bid. The Tender Document may be obtained from Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016, Pune Campus 04/06/2022/ 11.00 AM on any working day (except Saturday & Sunday).
4. Tender should be submitted in two parts. Part I should consist of all technical details including their previous experience, nature of work carried out, number of trained man-power provided for each work, etc and other commercial points as detailed in Annexure IV and V of the tender document. Part II should contain only the charges (price). Signed and Online Tender (<https://mhrd.euniwizarde.com/>) Part I and Part II should be kept in separate Online Tender (<https://mhrd.euniwizarde.com/>) covers.
5. The cover for Part I (Technical Bid and terms & conditions) should be super-scribed as "Technical bid for providing Man-power –for the year 2022-2023 at MSIHMCT, Pune" and the cover for Part II (Financial Bid) should be super-scribed as "Financial bid for providing Man-power –for the year 2022- 2023 at MSIHMCT, Pune". EMD should be kept in a separate Online Tender (<https://mhrd.euniwizarde.com/>) cover super-scribed as "EMD – Contract for providing Man-power for the year 2022-2023 at MSIHMCT, Pune" and all the three covers should be kept in a single Online Tender (<https://mhrd.euniwizarde.com/>) cover super-scribed as "Tender for providing Man-power-for the year 2022-2023 at MSIHMCT, Pune". The Financial Bid of only those agencies will be opened which are considered technically responsive and qualified in Part I i.e., Technical bid. The bidder should sign all the pages of the tender document as a token of having accepted the terms and conditions stipulated therein.
6. The tenure of the contract will be for a period of Two Years which may be extended subject to satisfactory services and mutual agreement.

7. The tenders should be sent either by Regd. Post/Speed Post addressed to the MSIHMCT, Pune 411016 delivered in person at the administration office at Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 on or before 04/06/2022 upto 11.00 A.M. The duly submitted tenders will be opened on the same day at 11.30 A.M. in the Registrars Room, at Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016, Pune 411016. In case of submission of tender by post, the respective NGOs/agencies should ensure that the posted tender reaches Maharashtra State Institute of Hotel Management and Catering Technology, , 412 A- 1 K M Munshi Marg Shivaji Nagar, Pune, 411016 well in advance so as to reach before the closing date and time indicated above. Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 will not be responsible for any postal delay. The late/delayed tenders whether sent by post or delivered in person will be rejected.
8. Submission of EMD of Rs. 46,847/- (Forty Six Thousand Eight Hundred and Forty Seven Only) is a must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker's cheque/ Pay Order from any schedule bank drawn in favour of Principal, MSIHMCT payable at Pune. EMD in any other form will not be accepted as valid EMD. EMD submitted by other unsuccessful bidders will be returned after finalization of the contract. Tenders received without valid EMD will be summarily rejected.
9. In the case of company/ Agency/ bidder registered under MSME then EMD is waived.
10. For due Performance Guarantee of his/her/their obligations under the contract, during the validity, the successful bidder (s) shall have to deposit 10% of the awarded value as performance guarantee, which will be free of interest, and valid for a period of 30 months from the date of commencement of the contract, immediately after the contract agreement and valid for a period of 24 months from the date of commencement of work. The performance guarantee covering the period of contract is to be furnished in the form of Bank Guarantee/DD as per the format furnished by the Institute from any of the Nationalized Banks or other scheduled banks. The performance guarantee will be forfeited in case of breach of contract. After successful completion of the contract, the performance guarantee will be refunded after adjusting the dues, if any, to the MSIHMCT from the Contractor. In case the contract is extended, the performance guarantee will have to be renewed by the Bidder.
11. The bidder should ensure that the amounts are written legibly in such a way so as to prevent any possible manipulation. No blank space should be left.
12. Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.
13. The NGO/agency shall not be permitted to bid if a relative is posted in MSIHMCT in the grade between Controller of Administration and Junior Engineer (both inclusive). He/she shall also

intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including Step mother), Son (including step son), Son's wife, Daughter (including step daughter), Daughter's husband, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister) and Sister's husband.

14. The bids submitted shall remain valid for 365 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 365 days from the date of opening shall be by mutual consent. The changed rates of wages will be as applicable at the time of award of contract.
15. The NGO/agency shall quote rates both in figures and words failing which the bid is liable to be rejected. He/She shall also work out the amount for each item of work and write in both figures and words. On checking if there are differences between the rates quoted by the agency in words and in figures or in the amount worked out by him/her, the following procedure shall be followed.”
 - (i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the bidder shall be taken as correct.
 - (ii) When the amount of an item is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be taken as correct.
 - (iii) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.
16. That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority of MSIHMCT i.e. Principal, MSIHMCT or his representative and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the MSIHMCT. Subcontracting shall not be permitted.
17. The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.
18. Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.
19. The Principal, MSIHMCT Pune does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

ANNEXURE IV

PART-1 (TECHNICAL DETAILS)

1. The tendering manpower Company/NGO/Firm/Agency should fulfill the following technical specifications:

- a) The Registered Office or one of the Branch Office's of the manpower Company/Firm/NGO/Agency should be located Pune
- b) The manpower Company/Firm/NGO/Agency should be registered with the appropriate registration authority;
- c) The Company/Firm/NGO/Agency should have its own Bank Account;
- d) The Company/Firm/NGO/Agency should be registered with Income Tax and GST departments;
- e) The Company/Firm/NGO/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) The Company/Firm/NGO/Agency should have a minimum financial turnover of Rs. 01,00,00,000/- (Rupees One Crore only) per annum for any One Year during last Four preceding financial years.

2. The tendering companies/Firms/Agencies/NGO's are required to enclose attested photocopies of the following documents (duly self attested) along with the Technical Bid in the Annexure VI, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a. Registration certificate of the business.
- b. Copy of PAN card;
- c. Copy of the IT return filed for the last three financial years;
- d. Copies of filed EPF and ESI certificates for last Three Years
- e. Copy of the GST registration certificate;
- f. Valid Labour licence issued by the appropriate authority.

3. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
4. The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled & unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. Along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.
5. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e. **2022**, should be either of the following :
 - i. Two similar completed works costing not less than the amount equal to 60% of the estimated cost OR

- ii. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means execution of providing Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. Similar works does not include Security Services, etc.

6. An Earnest Money Deposit (EMD) of Rs. 46,847/- (Forty Six Thousand Eight Hundred and Forty Seven Only) will have to be furnished along with tender documents in the form of DD/Bankers cheque /Pay Order from any one of the scheduled/nationalized banks drawn in favour of Principal, MSIHMCT payable at Pune, which will be adjusted towards the Performance guarantee, if the contract is awarded to him/her/firm.
7. The bidder must have annual financial turnover of an amount of **Rs. 1,00,00,000/- (Rupees One crore only)** during the last 4 years ending 31st March of the previous year in any one financial year which shall be duly certified by a Chartered Accountant.
8. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.
9. The entire tender document should be duly signed & Online Tender <https://mhrd.euniwizarde.com/> by the bidder.
10. The bidder shall submit the information regarding his/her firm in the format enclosed as Annexure "V" as part of Technical bid along with terms & conditions (duly signed).
11. The deployed personnel should be well-mannered and maintain the office decorum and discipline.
12. Bidder should note that different firms/agencies/NGOs having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.
13. If in the opinion of the Principal, MSIHMCT the performance of any of the persons deployed is not satisfactory or he/she is not amenable to discipline or their behaviour is not conducive to retain them for the work, he/she should be replaced immediately.
14. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time. The Principal, MSIHMCT will be under no obligation to engage any specific number of Contractor's workers during the period of contract.

PAYMENT CONDITIONS:

1. The Contractor will submit the monthly pre-receipt bills along with a copy of challan towards EPF & ESIC payment in respect of his employees in triplicate after satisfactory completion of the work to the Officer of the Institute for certification for payment. The officer, on receipt of the bill, will check the work record, and there after process the bill for payment
2. All bills should be submitted on printed forms, duly signed and pre-receipted.
3. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in triplicate along with the certificate of satisfactory performance of work from the concerned officer(s) of the MSIHMCT, Pune. A certificate to the effect that all labour laws including EPF, ESIC payments, etc. are being followed has to be furnished with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him/her.
4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
5. In case of any delay in processing of the bills, the contractor would be required to ensure the **payment of its workers by 7th of every month** and there should be no linkage between this payment and settlement of the contractor's bill from MSIHMCT, Pune -411016.
6. The contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of the MSIHMCT and shall on demand furnish copies of wages register/muster roll etc. to the MSIHMCT for having paid all the dues to the persons deployed by him for the work under the Agreement.

COMMENCEMENT OF WORK

The Contractor is required to start the work with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the MSIHMCT, at its sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor.

Technical Details should be provided in the prescribed format i.e. Annexure "V" which should inter alia contain the specified document

ANNEXURE V**TECHNICAL DETAILS**

Sl.No.	Particulars	Fill in the details
1.	Name of NGO/Firm/Bidder/ Company (in block letters).	
2.	Permanent Address & Telephone/mobile No.	
3.	Year of Incorporation of the NGO/Firm/ Company	
4.	Full Postal Address with Telephone/Fax No./ E-mail :	
5.	Details of experience of providing Services as indicated in Annexure IV at point 5 for the last three years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose completion certificates issued by such clients).	(Attach as enclosure & refer here)
6.	Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet)	(Attach as enclosure & refer here)
7.	Copy of Annual Return along with Challan form in r/o ESIC & EPF payment for his/her employees.	(Attach as enclosure & refer here) Monthly Challan and ECR of only 50 employees to be submitted for last One Year
8.	EMD details (Amount, Bank Draft No. & Date, Banker's_ Name & Branch)	(Attach as enclosure & refer here)
9.	Proof of annual financial turnover from his/her /firm's Chartered Accountant.	(Attach as enclosure & refer here)

10.	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court.	(Attach as enclosure & refer here)
11.	Latest Income Tax Returns (with TAN/PAN No.) GST Regn. No. & (last Two years) (enclose photo copies).	(Attach as enclosure & refer here) 1. Income Tax 2. GST 3. TAN 4. PAN
12.	Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies).	(Attach as enclosure & refer here)
13.	Details of E.S.I.C. Registration with Date	
14.	Details of E.P.F. Registration with Date	
15.	Audited balance sheet and Profit/Loss A/c for the last Two years (enclose photo copies).	(Attach as enclosure & refer here)
16.	Copy of Labour License issued by appropriate authority.	Attach copy and refer here.

Date

Signature of

Bidder Seal &

Address

ANNEXURE VI

PART-II

(FINANCIAL BID)

- a. Financial bid should be in the format enclosed with tender at Annexure VIII in separate Online Tender (<https://mhrd.euniwizarde.com/>) cover. Failure to provide price bid in a Online Tender (<https://mhrd.euniwizarde.com/>) separate cover will result in invalidation of the offer.
- b. Tender (bid) envelope should be Online Tender (<https://mhrd.euniwizarde.com/>) by sealing wax. The envelopes containing Technical Bid, Financial Bid & EMD should be in separate Online Tender (<https://mhrd.euniwizarde.com/>) covers and all the three covers should be put in one Online Tender (<https://mhrd.euniwizarde.com/>) cover as indicated above.
- c. The tender/bid should be completely filled and signed in ink legibly or type-written giving full address of the bidder. The bidder should quote in figures as well as in words, the amount quoted by him. Alteration if any, unless legibly attested by the bidder with his full signature shall invalidate the tender/bid. The bidder should duly sign the entire tender documents/bid personally.
- d. The bidder should ensure that the amounts are written legibly in such a way that manipulation is not possible. No blank space should be left.
- e. Failure to fulfil any of the conditions given above shall render the tender/bid liable for rejection.
- f. The number of requirement of manpower indicated in Financial Bid is provisional and may vary at the time of award of work (Actual basis).**
- g. Financial Bid/ the Service Charge Can Not be Less Than 1%**
- h. In case of a tie between the two or more successful bidders in the financial bids then the contract shall be awarded on the basis of experience with Govt. organization and the overall performance in the past.**

The decision of Principal, MSIHMCT will be final and will have to be abided by all the bidders.

ANNEXURE VII

To be submitted on your NGO/Company/Firm Letter Head

Ref: _____ Dated:

The Principal
Maharashtra State Institute of Hotel Management and
Catering Technology. (MSIHMCT), Pune

Sub: Contract for providing Man-power—Skilled, Semi-skilled Un-skilled and other categories for a period of **Two years**

Sir,

With reference to MSIHMCT Tender Notice Inviting quotations for Contract for Providing Man-power on Contractual Basis, following the two-bids system, we hereby enclose the rate quotation in the prescribed proforma in two bids system i.e. (Technical & Financial) in the prescribed proforma separately.

We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully.

It is also certified that the offer submitted has no deviation from the Terms & Conditions of the Tender Document.

Yours faithfully

Signature of the Authorized Signatory

Name Address Telephone No.

Seal of the Company/Firm

Date:

Annexure VIII

Terms and Conditions

1. As it is mandatory for the Contractor to pay minimum wages as fixed by the Central or State Government, whichever is higher, plus the statutory dues like ESI, EPF, Bonus, GST etc., any bidder quoting less than the minimum wages and also not appropriately quoting for these charges shall be disqualified at the stage of evaluation.
2. As other factors like Minimum wages, ESIC, EPF, GST etc. are constant as per govt., rates the contract will be finalized on the basis of least Service Charges quoted by the contractor. Wherein case service charges quoted by two or more agencies are same, L1 will be decided by considering the highest amount. of valid works as described at Sl. No. 5 in the annexure A of technical bid which is submitted by the bidders in a separate sheet.
3. Disbursement of salary to contractual employees shall be done by the contractor in the presence of a duly constituted committee at MSIHMCT on or before 7th day of every month.
4. No contractual employee will be allowed to enter in the premises without identify card issued by the contractor.
5. The contract shall be for **Two years** period from the date of award unless it is curtailed or terminated by MSIHMCT owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements etc.
6. The contract shall automatically expire at the end of **Two years** , unless extended further by the mutual consent of contracting agency and MSIHMCT.
7. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/NGO/Agency and MSIHMCT.
8. The contracting Company/Firm/NGO/Agency shall not be allowed to transfer, assign, pledge or sub- contract its rights and liabilities under this contract to any other agency.
9. The bidder will be bound by the details furnished by him/her to MSIHMCT, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/firm liable for legal action besides termination of contract.
10. MSIHMCT reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
11. The Contractor is required to abide by the terms and conditions of agreement enclosed herewith.

ANNEXURE IX

AGREEMENT

(Agreement for providing skilled, semi-skilled and un-skilled workers)

This AGREEMENT made on this.....day ofbetween **Maharashtra State Institute of Hotel Management and Catering Technology**. Address: 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra -411016, (hereinafter referred to as MSIHMCT) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

and

(Hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the MSIHMCT is desirous of giving Contract for providing Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of **Two Years Maharashtra State Institute of Hotel Management and Catering Technology**. Address: 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra -411016 which is a constituent unit of MSIHMCT (hereinafter referred to as MSIHMCT and where the contractor has offered to provide skilled, semi-skilled and un-skilled workers on the terms and conditions hereinafter stated.

WHEREAS the contractor has represented that he/she/firm is a registered Contractor under the provisions of contract labour (Regulation and Abolition Act), 1970 and has further represented that he/she is eligible to get this contract and there is no legal or any other bar on him/her/firm in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this Contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to the MSIHMCT. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS the MSIHMCT has agreed to award the contract as per details of this Tender Document for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of Two years, hereinafter mentioned as the work assigned.

AND WHEREAS the contractor has agreed to furnish to the **Maharashtra State Institute of Hotel Management and Catering Technology**. Address: 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra -411016 a performance guarantee of @10% of the awarded value by way of Bank Guarantee/Fixed Deposit.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned

above, the parties have agreed to as under:-

A. GENERAL CONDITIONS

1. That it is explicitly understood and agreed between the parties to this Agreement that the persons deployed 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 supervision of the contractor and in no case, shall an employer- employee relationship accrue/arise implicitly or explicitly between the said persons and the MSIHMCT. Subcontracting shall not be permitted.
2. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Principal MSIHMCT, Pune or his nominee. Subsequently, the contractor shall review the work assigned from time to time as advised by the Principal, MSIHMCT, Pune or his nominee for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Principal, MSIHMCT, Pune or his nominee in this respect from time to time.
3. That the Principal, MSIHMCT, Pune or his nominee shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person(s) on reporting/intimation by the Principal, MSIHMCT, Pune or his nominee in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Principal, MSIHMCT, Pune or his nominee in case of any of the aforesaid misconduct on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

That the contractor shall carefully and diligently perform the work assigned to him/her/firm as mentioned at Annexure 'A' in consultation with the Principal, MSIHMCT, Pune

1. That for performing the assigned work, the contractor shall deploy medically and physically fit person. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
2. That the contractor shall submit details, such as, names, parentage, residential address, age, contact details, etc, of the persons deployed by him/her in the premises of the Principal, MSIHMCT, Pune The contractor shall issue identity cards bearing their photographs/ identification, etc, to the employees deployed for the work for their proper identification and such employees shall display their identity cards while entering/ leaving and on duty.
3. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under applicable labour laws and other statutory provisions.
4. That the contractor shall at his own cost take necessary insurance cover in respect to the aforesaid services rendered to MSIHMCT and shall comply with the statutory provisions of contract Labour (Regulations & Abolition) Act 1970. The contractor shall abide by and honour the Employees State Insurance Act, Workman's Compensation Act 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The minimum Wages Act 1948; Employer's Liability Act 1938; Employment of Children Act 1938, maternity benefit act and any other Rules/regulation and statutes that may be applicable to them.
5. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the MSIHMCT indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules/ regulations and/ or any by-laws or rules framed under or any of these the MSIHMCT shall be entitled to recover any loss (es) or expense(s) which it may have to suffer or incur on account of such claim(s), loss or injury from the contractor's monthly payments
6. That the contractor shall be required to maintain permanent attendance register/ roll within the building premises and will be regularly inspected/ checked by the authorized officers of MSIHMCT.
7. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative/committee of the MSIHMCT and shall furnish copies of wages register/ muster roll, etc. to the MSIHMCT, Pune for having paid all the dues, including the salary, to the persons deployed by him/her/firm for the work under the Agreement. This obligation is imposed on the contractor to ensure that he/she/firm is fulfilling his/her commitments toward his/her/firm employees so deployed under various Labour Laws, having regard to the duties of MSIHMCT in the respect as per the provisions of Contractor Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with the Labour regulations as amended from time to time in regard to the payment of wages, deductions/recovery from

wages, maintenance of wages book, wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

8. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at MSIHMCT in their respective names before submitting the bill or alongwith the wages bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required document.
9. The contractor shall take all precautions to prevent any unlawful riot or disorderly conduct or acts of his/her employees so deployed and ensure peace and protection of persons deployed herein the premises, and property of MSIHMCT.
10. That the contractor shall deploy his/her/firm persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealing with the persons in his/her/firm employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulation and rules which is materially incorrect, he shall without prejudice to any other liability reimburse the Principal, MSIHMCT, Pune, the sum incurred by the MSIHMCT in this regard.
11. The Contractor shall remove all workers deployed by him/her on termination of the contract or on expiry of the contract from the premises of the MSIHMCT.
12. The performance guarantee shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute.
13. The agreement be returned duly signed with the name and details of the representative of the firm to liaison with MSIHMCT.
14. The character & antecedents of the outsourced manpower to be deployed has to be verified from the nearest police station.

C. PENALTIES/ LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the performance guarantee will be forfeited and further the work may be got done from any other agency at his risk and cost, or any other action as deemed fit by the Principal, MSIHMCT, Pune.

2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or his services are not to the entire satisfaction of the Principal, MSIHMCT, Pune or his nominee, a penalty leading to a deduction upto a maximum of 10% of the total amount of the bill for the particular month will be leviable.

D. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of **Two years** . This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
 - a. On the expiry of the contract period as stated above
 - b. By giving one month's notice by MSIHMCT on account of:
 - i. Committing breach by the contractor of any of the terms and conditions of this agreement
 - ii. Assigning the contractor any part thereof to any sub-contractor
 - c. On the contractor being declared insolvent by competent Court of Law, 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.

E. ARBITRATION

1. In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Principal, MSIHMCT, Pune or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to is unable to act for any reason whatsoever, the Principal, MSIHMCT, Pune shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor or afresh as the case may be.
3. The Arbitrator may give interim award(s) and / or directions, as may be required.
4. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these present on the date, month and year first above written.

For and on behalf of the Contractor

For and on behalf of

To Principal
Maharashtra State Institute of Hotel
Management and Catering Technology.
Address: 412-A 1, K.M.Munshi Road,
Model Colony, Shivajinagar, Pune,
Maharashtra -411016 Phone: 020 2567 640.

WITNESS 1.

WITNESS 2.