



NATIONAL COUNCIL FOR HOTEL MANAGEMENT AND CATERING TECHNOLOGY

A-34, Sector 62, NOIDA – 201 309 (www.nchm.nic.in)

TENDER NOTICE

Tender for outsourcing services of Security Supervisor, Guards, Computer Programmers/Stenographers/ Office Assistants/Clerks/Data Entry Operators/ Attendants & other Supporting Staff etc. in NCHMCT

1. Sealed tenders are invited from reputed, registered with license, experienced and financially sound Companies/Firms/ Agencies with a minimum turnover of Rs.1.00 Crore to provide services of Security Supervisor, Guards, Computer Programmers; Stenographers; Office Assistants; Clerks; Data Entry Operators; Attendants (Helpers); and other supporting staff etc. on hire basis to Govt. Departments/Ministries, Autonomous Bodies, PSUs, Corporate Offices, etc.
2. A Tender Fee of **Rs.500/- (non-refundable)** will be charged in the form of Demand Draft/Pay Order drawn in favour of National Council for Hotel Management and Catering Technology, payable at Noida, which should be enclosed in a separate cover along with the Technical Bid. On the cover "Tender Fee" may be neatly written.
3. The bidding firms should have clients in multi states(more than one State) and be presently in the business of providing the services to such organizations at least for the past 3 years.
4. The contract period will be valid for a period of one year from the date of award of contract, which may be extended subject to the terms and conditions attached at Annexure-I.
5. The sealed quotations with separate Technical and Financial bids filled in the specified proforma viz., Annexure II & III respectively, addressed to the undersigned, NCHMCT, A-34, Sector 62, NOIDA – 201 309.
6. The main envelope containing the Technical Bids, Financial Bids must be superscribed "**Tender for providing outsourced manpower to NCHMCT**". The quotations should be dropped in the Tender Box placed with the security at main gate of the campus at A-34, Sector 62, Noida – 201 309, by the stipulated date and time (**18th December, 2017 upto 2.00 p.m.**). Tenders received after the date (**18.12.2017**) or in any other manner will not be accepted.
7. The Technical bids shall be opened in meeting room of NCHMCT in the presence of such tenderers or their authorized representatives, who may wish to be present on **20th December, 2017** at 2.00 p.m. and financial bid at 4.00 p.m. on the same day.
8. The tenderers, whose technical bids are accepted, will be informed about the date of the opening of financial bids.
9. Bids received after the closing date and time shall not be considered.
10. The competent authority of NCHMCT reserves the right to accept or reject any/all tenders without assigning any reason, therefore.
11. The tendering firms should not have been blacklisted by any Ministry/Department/Autonomous Organization of Govt. of India.
12. The details of the tender document are available on the website of the Council www.nchmct.org

(L.K.GANGULI)
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Copy to:

- 1) Sh. T V Anantraman, to upload this circular on the website of NCHMCT.
- 2) Notice Board
- 3) Guard File

SCOPE OF WORK

- 1) National Council for Hotel Management and Catering Technology, A-34, Sector 62, NOIDA requires the services of various categories of employees on contractual basis from reputed, well established and financially sound Placement/Manpower Company/Firm/Agency as per details given below:-

| S.No. | Name of Post | Approx. Nos. | Educational Qualifications and Experience | Approx. Remuneration |
|-------|--------------------------------------|--------------|---|--------------------------|
| 1 | Computer Programmers | 01 | <ul style="list-style-type: none"> • Masters in Computer Administration (MCA) or IT • 1-2 years' experience in data management and DBMS • Good command over English language, knowledge of MS Office, Dbase, SQL, Foxpro, MS Access and ability to handle e-mail independently. | As per minimum wage act. |
| 2 | Stenographer | 01 | <ul style="list-style-type: none"> • 12th Class pass or equivalent qualification from recognized Board or University. • Stenographic speed of 80 words per minute and well conversant with computers and essentially well trained in MS Word and MS Excel language and also desirably possess knowledge of LAN functioning, MS Power Point packages/languages and internet. • Age not exceeding 35 years. | As per minimum wage act. |
| 3 | Data Entry Operator (5) / Clerks (5) | 10 | <ul style="list-style-type: none"> • 12th Class Pass or equivalent qualification from recognized Board or University. • A typing speed of 35 w.p.m. in English or 30 w.p.m. in Hindi and well conversant with computers and essentially well trained in MS Word, MS Excel, MS Power Point language and also desirably possess knowledge of LAN functioning and internet. • Age not exceeding 35 years. | As per minimum wage act. |
| 4 | Security Supervisor (2)/ Gunmen (2) | 04 | <ul style="list-style-type: none"> • Should be able to read English and Hindi. • One year experience of similar job. • Age not exceeding 35 years. | As per minimum wage act |
| 5 | Guards | 11 | <ul style="list-style-type: none"> • Should be able to read English and Hindi. • One year experience of similar job. • Age not exceeding 35 years. | As per minimum wage act |
| 6 | Helper(1)/Peon(8)/ Sweepers (6) | 15 | <ul style="list-style-type: none"> • Should be able to read English and Hindi. • One year experience of similar job. • Age not exceeding 35 years. | As per minimum wage act. |

- 2) Minimum age: Not below 18 years in all categories.

No. of persons required: The number of persons required against each category indicated above may vary as per requirement during the year. Actual requirement will be given after the selection of the agency.

Period: 12 months.

Security consideration: The persons provided by the agency should not have any crime record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending.

Period within which the manpower is supplied: Within 15 days of award of contract.

Wages/Emoluments: The wages/emoluments (consolidated) would be fixed by the NCHMCT after assessing the candidates suitability and commensurate to their qualifications, experience, etc., in any case the minimum emoluments should not be below the minimum wage fixes by Labour Commission.

Selection Process: The candidates provided by the firm will be subject to test/interview by the NCHMCT before final selection.

Terms and Conditions: As per Annexure-I.

- 3) The contract initially will be for one year provided the requirement of the NCHMCT for the staff persists at that time or may be curtailed / terminated before one year owing to deficiency in service or substandard

quality of manpower deployed by the selected Company/ Firm/Agency. The NCHMCT, however, reserves the right to terminate the contract at any time after giving one month's notice to the selected service providing Company/Firm/Agency.

- 4) All entries in the Technical bid in the proforma at Annexure-II should be legible and filled up clearly. No overwriting or cutting is permitted in financial bid. However, cutting, if any, in the Technical bid must be initialed by the person authorized to sign the technical bids.
- 5) Tender incomplete in any respect will be rejected out-rightly.
- 6) The bidder shall submit following documents with Technical Bid:-
 - i) Copy of registration certificate and license for doing the business;
 - ii) Copy of EPF Registration Certificate;
 - iii) Copy of ESIC Registration Certificate;
 - iv) Copy of Service Tax Registration Certificate;
 - v) Affidavit from the firm that it has not been banned/blacklisted by any government agency/department;
 - vi) Copies of experience certificate/work order with Central Government Departments/ PSUs/Autonomous Bodies for the last three years;
 - vii) Copies of at least two similar running contracts with Central Government Departments/PSUs/Autonomous Bodies;
 - viii) Tender fee of Rs.500/- (non-refundable) in the form of Bank Draft/Pay Order drawn in favour of **NCHMCT**, payable at Noida;
 - ix) EMD of Rs.2.00 lakhs in shape of demand draft in favour of **NCHMCT**, payable at Noida in separate envelope;
 - x) Exemption of NSIC/MSME Certificate with Technical bid, if any
 - xi) Copy of the tender document with each page signed by the bidder for acceptance of the terms and conditions laid down by the NCHMCT.
 - xii) Copy of PAN
- 7) The Tenderer will furnish the Technical Bid in Annexure-II and Financial Bid in Annexure-III in separate covers. Both the bids may be put in a single cover while submitting the proposal to the NCHMCT. The cover shall be superscribed as "Quotation for Providing Outsourced Manpower to NCHMCT".
- 8) **Unrealistic quotes i.e. quotes without service charges on low service charges which is lower than the applicable TDS of the billed amount will be summarily rejected.**
- 9) The selection of the personnel/manpower would be at the sole discretion of the Council. The successful bidder will send suitable and eligible candidates, who may be subjected to test/interview by the Council to decide on their fitness/suitability before final selection.

TERMS & CONDITIONS

- 1) The Department may require the firm to dismiss or remove from the site of work, any person or persons, provided by the firm, who may be incompetent or may not conduct himself/herself properly and firm shall forthwith comply with such requirements.
- 2) The firm has to provide Photo Identity Cards to the persons provided by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
- 3) All services shall be performed by persons qualified and skilled in performing such services.
- 4) The firm shall replace immediately any of its personnel (if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct) upon receiving written notice from this Council.
- 5) The Council shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the firm.
- 6) The firm's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. The firm shall be responsible for any act of indiscipline on the part of persons deployed by it.
- 7) The firm should have an annual turnover of Rs.1.00 Crore to be eligible for consideration.
- 8) The firm's personnel would be entitled to one day paid leave per month.
- 9) The firm shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Council.
- 10) The firm's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/administrative/ organizational matters as all this may be of confidential/secret nature.
- 11) The firm's person shall not claim any benefit/compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted to this Council by the firm which has been awarded the contract.
- 12) The person deployed shall not claim any master and servant or employer-employee relationship with this Council. In other words, it should be made clear to the manpower so deployed by the successful bidder as per the tender, that no employer/worker/ employee/relationship is established between the Council or the Government of India and workers by virtue of such deployment and no claims for temporary or permanent employment in government service shall be entertained from any or group of such workers.
- 13) The firm is required to deposit a copy of valid license from the competent licensing authority under the provisions of Contractor Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules, 1971 at the time of award of the contract. If the firm is refused a license for any reason whatsoever or fails to obtain the license, the contract shall automatically stand terminated and the office shall be at liberty to recover losses, if any, from the firm including forfeiting of performance security deposit.
- 14) No bidder will be allowed to withdraw after submission of the bids, otherwise the bid security deposit submitted by the bidding firm would stand forfeited.
- 15) In case the successful bidder declines/backs the offer of contract for whatsoever reason(s), the bid security deposit will be forfeited.
- 16) The firm should attach the requisite certificates from Employees Provident Fund Organization, Employees State Insurance, Service Tax authorities along with the technical bid. The tenderer should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.
- 17) The Council will maintain the record of attendance in respect of the persons deployed by the firm on the basis of which wages/remuneration will be decided in respect of the person at the approved and agreed

rates. The firm shall be responsible to keep all records of payment, attendance, leaves, etc. as necessary under law or otherwise about the employee and PMD shall not be responsible for the same in any manner.

- 18) The firm shall ensure that the salary to the persons deployed by them is paid by the seventh day of the succeeding month at the agreed wages and other statutory benefits admissible to such personnel as notified by the Government of NCT of Delhi from time to time. The payment shall be deposited by ECS in the Bank Account of the persons deployed. The proof of the ECS payment should be submitted to the Council along with the bill for the next month.
- 19) No advance payment, in any case, would be made to the firm. The periodicity of payment to the firm shall be monthly. The firm shall submit the monthly bill after the end of a calendar month that shall be processed for payment by the Council.
- 20) Statutory deductions, as applicable, will be deducted from the payments to be made to the firm.
- 21) The firm will also ensure that the outsourced persons deployed are medically fit and will keep a record of their medical fitness. It will be the responsibility of the firm to ensure that good, efficient and well-mannered outsourced persons are deployed.
- 22) The outsourced persons provided to the Council shall not be exchanged except under compelling circumstances and after prior consent of the Council. In this case, the changed outsourced persons shall have either a police verification certificate or two character and good conduct certificates from two Gazetted Officers of Central Government.
- 23) In emergent cases such as the person deployed fall sick or is not able to attend the office for the reason beyond his/her control continuously for more than a day, the firm shall deploy a suitable substitute. If the contractor fails to deploy the substitute, without prejudice to any other right or remedy available under the law to the Council on account of breach, pro-rata recovery along with penalty equal to 2% of the monthly charges per day will be recovered from the monthly bill of the firm. The quantum of recovery will be decided by the competent authority in this office which will be final and binding on the firm.
- 24) The firm shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the firm will be got verified by the firm through Police/District Authorities before their deployment and a certification to this effect submitted to the Ministry in the form of an Affidavit.
- 25) The firm shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 26) The firm shall engage the suitable person as required by our office from time to time. The said persons engaged by the firm shall be the employees of the firm and it shall be the duty of the firm to pay their salary every month. There is no master and servant or employer-employee relationship between the employees of the firm and the Council. Further, the said persons of the firm shall not claim any absorption.
- 27) The transportation, food, medical and other statutory requirement in respect of each personnel of the firm will be the responsibility of the firm.
- 28) Working hours should be normally 8 hours per day between 9.00 AM to 5.30 PM excluding half hour lunch break, during working days. However, the concerned person may require to work beyond office hours, if there is any urgency.
- 29) The personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra as per the rates approved by the Council.
- 30) The firm will provide the required personnel for a shorter period also, in case of an exigency as per the requirement of the Council.
- 31) The firm shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the firm. The firm shall be responsible for contributions towards Provident Fund and ESI wherever applicable.
- 32) The firm will submit the bill in duplicate in the first week of the month along with necessary documentary proof.
- 33) Payments to the firm shall be made on monthly basis on the production of certification by the officer, with whom the concerned person is attached that his/her services were satisfactory and attendance, as per the

bill preferred by the firm. The said certificate, in original, will be attached to the monthly bill for claiming payment. The agency's workers will work under the overall supervision and direction of the authorized officer of the Council.

- 34) The firm shall issue monthly salary slips to the persons engaged, endorsing a copy to Council, showing the details of payments, deductions (including all statutory deductions) and net amount with requisite challans in each case/person.
- 35) The Council may extend the contract beyond one year at the same rate and terms and conditions on satisfactory performance and also subject to necessary approval of competent authority.
- 36) The firm shall be contactable at all times and message sent by e-mail/fax/special messenger from Council to the firm shall be acknowledged immediately on receipt on the same day.
- 37) The firm should be registered with the concerned government authorities i.e. Labour Department, Provident Fund Authorities, ESI Corporation, etc. and a copy of the registration should be submitted. The firm shall comply with all the legal requirements for obtaining license under Contract Labour (Regulation and Abolition) Act, 1970 and Contractor Labour (Regulation and Abolition) Rules, 1971, if any, at his own part and cost or frequent absence from duty/misconduct on the part of manpower supplied by the agency.
- 38) The agency should submit its PAN and Sales Tax/VAT/Registration Number.
- 39) Escalation clause shall not be accepted on any grounds during the period the contract is in force.
- 40) The award of the contract will be subject to fulfillment of the conditions laid down in Rules 157, 158 and 160 of GFR, 2005 as amended from time to time.
- 41) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.
- 42) The selection of the personnel/manpower would be at the sole discretion of the Council. The successful bidder will send suitable and eligible candidates, who may be subject to test/interview by the Council to decide on their fitness/suitability before the final selection.
- 43) In respect of those candidates not found fit at the time of test/interview, the firm will provide other candidates.
- 44) The firms/companies/agencies should have Registered/Branch Office in Delhi/NCR.
- 45) The firm should not have been blacklisted by an government organization/PSU/ Autonomous Bodies. An affidavit to this effect should be enclosed with the Technical Bid.
- 46) The Council reserves the right to get the contractual jobs done from any other party/ person or agency if the firm at any time fails to carry out the said jobs any day, the cost and the expenses incurred for getting the job done on account of such failure on the part of the firm would be deducted from the payment due to the contractor. If the firm fails to provide the services under the contract for 15 days consecutively or otherwise, the agreement shall stand terminated without notice and in such case the firm would be liable to compensate this Council for any losses caused to it due to the non-fulfillment of the contractual obligation.
- 47) The competent authority in the Council reserves the right to accept or reject any/all tenders without assigning any reason thereof.
- 48) The successful company/firm/agency will be required to submit duly attested certificates/ supporting documents in support of age; educational and professional qualifications of the staff to be deployed in the Council.
- 49) The bidder at all times should indemnify the Council against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishment Act as per latest amendments or any other law relating thereto and rules made thereunder from time to time. The Council will not own any responsibility in this regard.
- 50) The Council reserves the right for termination of the contract after giving one month's notice, if the services of the firm are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by the Council from its security deposit or pending bill or by raising a separate claim.
- 51) The successful tenderer shall solely be responsible for settling/resolving any dispute/ claim of his/her personnel during the pendency of the contract. No liability shall accrue to the Council under any circumstances even after expiry of the contract.

- 52) The contractor shall be responsible for payment of any compensation/settlement of any liability arising out of any death or injury caused to the persons employed by him for tendering the jobs on contract under the agreement, either under the Workmen Compensation Act or any other Act in force at that time.

Evaluation criteria for Technical Bid

The Technical Bid will be evaluated for determining the eligibility of the firm as per the following criteria:-

- i) Submission of Tender fee
- ii) Submission of two bids viz., Technical and Financial in separate covers and both enveloped in a single cover
- iii) Furnishing of the details of the firm as per Column 1 to 5 of the Technical Bid (documentary evidence)
- iv) Submission of the documents as indicated in Para 6 (i) to (vi) of the Scope of Work
- v) Annual turnover should not be less than Rs.1.00 crore per year

Note: If any information/document under S.No. (iii) and (iv) is not available, valid reasons must be given. The Technical Bids without Tender Fee and Annual Turnover of less than Rs.1.00 crore would be rejected.

Evaluation criteria for Financial Bid

- 1) The firm is required to quote the wages for different categories of employees. They may indicate the EPF, ESIC, Service Tax, etc. for all the manpower required respectively in the prescribed format of financial bid at Annexure-III. These changes should be in compliance/accordance with the statutory requirements. The service charges of the firm for providing the manpower should be indicated separately in percentage.
- 2) The financial bids will therefore, be evaluated on the basis of service charges only. The bidder whose total service charge for all categories of employees/workers for the number of personnel indicated in the scope of work is the lowest in comparison to other bidders, he will be declared the lowest bidder and the contract will be awarded to the firm.
- 3) The service tax, if any, payable on this amount would not be taken into account.
- 4) In case it is found that different firms have quoted lowest service charges for different categories of employees/workers, the L-1 firm will be decided on the basis of lowest service charges for all categories of employees on cumulative basis. Negotiations of rates, if required, would be held with the L-1 firm considering the reasonability of rates for different categories. Based on this, the contract will be awarded to the L-1 firm.
- 5) Service charges indicated for each category of worker would be fixed during the entire contract period. The service charges shall be increased or decreased depending upon the increase or decrease of manpower as per actual requirement. However, it will not increase or decrease of wages fixed by the Council.

PROFORMA OF TECHNICAL BID

(To be placed in a separate sealed cover)

| | | |
|----------|---|--|
| 1 | Name of Tendering Company/Firm/Agency | |
| 2 | Name of Owner/Partners/Directors | |
| 3 | Full particulars of office | |
| a) | Address | |
| b) | Telephone No. | |
| c) | Fax No. | |
| d) | E-mail address | |
| 4 | Full particulars of the banker of company/ firm/agency | |
| a) | Name of the Bank | |
| b) | Address of the Bank | |
| c) | Telephone No. | |
| d) | Fax No. | |
| e) | E-mail address | |
| 5 | Registration details | |
| a) | License No. for doing the business | |
| b) | PAN / GIR No. | |
| c) | Service Tax Registration No. | |
| d) | EPF Registration No. | |
| e) | ESI Registration No. | |
| 6 | Details of Tender Fee | |
| a) | Amount (Rs.) | |
| b) | DD / PO No. and Date | |
| c) | Drawn on Bank | |
| d) | Valid up to | |
| 7 | Annual Turnover of the firm for last three years | |
| | 2014-15 | |
| | 2015-16 | |
| | 2016-17 | |
| 8 | Documents enclosed with Technical Bid (please see para 6 of the Scope of Work) | |

Signature of Owner/Managing Partner/Director of the Firm

Name: _____

Firm's Seal

Address & Ph. No.

Date:
Place:

ANNEXURE – III

FINANCIAL BID
(To be placed in a separate sealed cover)

1. Name of tendering Company/Firm/Agency :
2. Financial Bid :
- a) Statutory Liabilities / Taxes / Levies / Cess as applicable : Not to be considered for evaluating the Financial Bid

| Sl.No. | Component of Rate | In terms of % of the consolidated wages/emoluments as per statutory requirement |
|--------|---------------------------------------|---|
| i) | Employees Provident Fund | |
| ii) | Employees State Insurance | |
| iii) | Any other liability (please indicate) | |
| iv) | Service Tax/Statutory liability | |

- b) Service Charges of the firm : (To be considered while evaluating the Financial Bid)

| Sl.No. | Category of Employees | Amount (in Rs.) of remuneration payable to each worker/month | Service Charge in %/ Statutory liability(in Rs.) per worker/month |
|--------|-----------------------------|--|---|
| i) | Computer Programmer | | |
| ii) | Stenographer | | |
| iii) | Office Assistant | | |
| iv) | Hindi Assistant/Translator | | |
| v) | Data Entry Operator/Clerk | | |
| vi) | Attendant/Helper/MTS | | |
| vii) | Security Supervisor/ Gunmen | | |
| viii) | Security Personal | | |

Signature of Owner/Managing Partner/Director of the Firm

Name: _____

Firm's Seal

Address & Ph. No.

Date:
Place:

DECLARATION

- 1) I, _____, Son/Daughter of Shri _____, Proprietor/Partner/Director/Authorized Signatory of _____, am competent to sign this declaration and execute this tender document;

- 2) I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

- 3) The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any vague/false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature

Name: _____

Firm's Seal

Address & Ph. No.

Date:

Place:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the agency in token of their acceptance, should be enclosed with Technical Bid.