

TENDER DOCUMENT OF WORK CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024:

To be submitted in a sealed cover containing two separate bids (Technical and Commercial/Price) addressed to the PRINCIPAL, IHM LUCKNOW, SECTOR –G ALIGANJ, LUCKNOW, UP-226024

Cost of tender Document / Tender participation fee : Rs 1000/- (Rupees one thousand only) (Non-Refundable Only)

Last date of submission of Sealed Tenders : 20th June 2017 upto 1700hrs

Date of opening Tenders : 21st June 2017 1100hrs*
(*Financial/ Commercial bid will be only opened for successful technical bidders)

Earnest Money Deposit : Rs 1,75,000/- (to be deposited along with the tender)

Contents of tender document:-

Sl no.	Description	
1	Notice Inviting Tenders	
2	Instruction to bidders	
3	Terms & Conditions of Contract	
4	Form of Tender (Annexure –I)	
5	Scope of Work (Annexure-II)	
6	Checklist (annexure III)	
7	Price bid (Annexure IV)	
8	Form of Contractor's bid (Covering letter)	
9	Details of Experience (Annexure VI)	

NOTICE INVITING TENDER

Sealed tenders are invited under two separate bids (technical & Financial/price) from experienced and registered Contractors, for WORK CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024.

Contractors holding valid labour license under Contract Labour (Regulation & Abolition), Act 1970, registered with Service Tax, ESIC and EPF authorities and who have successfully carried out at least one work of similar nature amounting to Rs. 33,00,000/-or above or two works of Rs. 21,00,000/-or above each or three contracts each amounting to Rs. 16,80,000/-or above in a single contract in a single year during the last five years in Institutes of Govt. / Semi Govt. / Autonomous Bodies / Public Sector Undertakings of repute/TATA Companies are eligible to apply.

Tender document may be downloaded from IHM LUCKNOW website <http://www.ihmlucknow.com> The cost of the tender document i.e. Rs. 1000/-shall be submitted by the bidder at the time of submission of the bid.

Duly filled in sealed tenders in separate envelopes marked Technical Bid & Financial Bid both put in one envelope super scribed "**WORK CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW**" addressed to Principal, IHM LUCKNOW, SECTOR G ALIGANJ, LUCKNOW, UTTAR PRADESH-226024 along with a demand draft of Rs 1,75,000/- towards Earnest Money Deposit drawn in favor of "Principal IHM Lucknow" payable at Lucknow shall be dropped in tender box kept near the office of Receipt & Dispatch, IHM Lucknow up to 1700hrs on or before 20th June 2017. Technical bids of Tenders, received till last date/time will be opened at 1100hrs on 21st June 2017 by the Tender Opening Committee in the presence of the bidders or their authorized representatives. Tenders received after due date/time or without EMD shall not be considered. Tenders received by FAX will not be entertained. Principal, IHM Lucknow reserves the right to accept or reject any or all the tenders received or accept any or all the tenders wholly or partially, without assigning any reason thereof.


Principal
Institute of Hotel Management
Catering and Nutrition
LUCKNOW

INSTRUCTION TO BIDDERS :-

1. General :-

The present tender is being invited for SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024.

2. Eligible Bidders

Contractors holding valid labour license under Contract Labour (Regulation & Abolition), Act 1970, registered with Service Tax, ESIC and EPF authorities and who have successfully carried out at least one work of similar nature amounting to Rs. 33,00,000/-or above or two works of Rs. 21,00,000/-or above each or three contracts each amounting to Rs. 16,80,000/-or above in a single contract in a single year during the last five years in Institutes of Govt. / Semi Govt. / Autonomous Bodies / Public Sector Undertakings of repute /TATA Companies are eligible to apply. the phrases 'Similar contracts', 'works of similar nature' may be defined as supply of contract labour (Skilled, Semi Skilled and Unskilled)under job contract as a principal contractor for specified jobs related to Security Services etc.

3. QUALIFICATION OF THE BIDDERS:-

- 3.1. The Bidder, if deputing someone, shall submit a written authorization, allowing the deputy to participate in the bid.
- 3.2.1 Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
- 3.2.2 Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.
- 3.2.3 Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3 The bidder shall submit full details of his ownership and control, bidder shall submit the certificate of incorporation along with its Memorandum of Association, if it is a Company or Society etc.
- 3.4 Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.
- 3.5 Bidder must submit self attested copies of all documents required along with technical bid of the tender.
- 3.6 Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any

such amount. If IHM Lucknow subsequently finds to the contrary, the IHM Lucknow reserves the right to declare the Bidder as non-compliant and declare rejection of his bid and treat the contract if already awarded to the Bidder to be null and void.

3.7 Valid registration of ESIC, EPF & Service Tax

3.8 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures

4. ONE BID PER BIDDER:-

Each bidder or his/her authorized representative shall submit only one tender either by himself or as a partner in joint venture or as a member of a consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected. Each bidder will have unique representation.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the IHM Lucknow in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. Tender Document:-

6.1 Contents of tender Document

6.1.1 The Tender invitation document has been prepared for the purpose of inviting tenders for WORK CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024. The tender Document comprises of:-

Sl no.	Description
1	Notice Inviting Tenders
2	Instruction to bidders
3	Terms & Conditions of Contract
4	Form of Tender (Annexure -I)
5	Scope of Work (Annexure-II)
6	Checklist (annexure III)
7	Price bid (Annexure IV)
8	Form of Contractor's bid (Covering letter)
9	Details of Experience (Annexure VI)

6.1.2. Bidding document supplied should be completed and submitted with the bid.

6.1.3 The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.4 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document

7. Preparation of Bids

7.1 Language

Bids and all accompanying documents shall be in English or in Hindi. In case any accompanying document is in any other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

7.2 Documents Comprising the Bid:-

Tender document issued for the purposes of tendering as described and any amendments issued shall be deemed as incorporated in the Bid.

7.2.1 The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.

7.2.2 One copy of the tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

7.2.3 The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,75,000/- in the form of Demand Draft from a Nationalized/Scheduled bank in favor of Principal IHM Lucknow, payable at Lucknow along with the tender document. Bid securities of the unsuccessful bidders will be returned to them.

7.2.4 These shall be addressed to the Principal IHM Lucknow and shall be dropped in tender box (kept near the office of receipt & Dispatch IHM Lucknow) or sent to Principal, IHM Lucknow, Sector G, Aliganj, Lucknow, UP-226024

7.3 Bids Prices

7.3.1 Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the tender document in respect of JOB CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024 and its premises. This includes all the liabilities of the contractor such as cost of identity cards, uniforms, Guns etc of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESIC, EPF contributions, Service Taxes, all kinds of taxes & cess etc. which should be clearly stated by the contractor, consumable costs and equipment use charges.

7.3.2 The rates should be quoted by the Bidder as per annexure IV.

7.3.3 The rate quoted shall be responsive and the same should be in accordance with the statutory obligations such as Minimum Wages, ESIC, EPF contributions, Service Taxes etc. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

7.3.4 Conditional bids/offers will be summarily rejected.

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7.3.5 The Service Tax shall be reimbursed only on production of proof of deposit

7.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

7.5. Currencies of Bid and Payment:-

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

7.6. Duration of Contract:-

The contract will be for a period of ONE YEAR. However, the first three months will be treated as trial period, and if the performance of the contractor is found satisfactory during the period, the contract will be firm up on yearly basis including the first three months of trial period, otherwise the same will be terminated with due notice of one month time. If the services of the contractor are found to be satisfactory during his term of agreement the same can be extended for another period of one year after expiry of the initial contract of one year with same terms & conditions. If at any time during the term of contract the services of the contractor are found to be not satisfactory, his contract will be terminated even before expiry of the term after serving a notice of three month's time.

7.7. BID SECURITY:-

- 7.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,75,000/- in the form of Demand Draft from a Nationalized /Scheduled bank in an acceptable form in favour of the **Principal, IHM Lucknow**.
- 7.7.2. Tender not accompanied by Bid Security shall be rejected.
- 7.7.3. Bid security (Earnest money deposit of Rs.1,75,000/-) of the successful bidder may be adjusted towards Performance Security.
- 7.7.4. Performance Security shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 7.7.5. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the IHM Lucknow.

7.8. Format and Signing of Bid:-

- 7.8.1. The bidder shall submit one copy of the tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 7.8.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on

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behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

- 7.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the IHM Lucknow, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

8. Submission of Bids:-

- 8.1.1. The bidder shall submit the Pre-qualification Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

- 8.1.2. The sealed cover of Pre-qualification Technical Bid should consist of the following documents:-

- (a) Proposal Form as per annexure V.
- (b) Bid Security (Earnest Money Deposit) for an amount of Rs.1,75,000/- in the form of Demand Draft from a Nationalized/Scheduled bank in an acceptable form in favour of **Principal, IHM Lucknow**. Bidders using downloaded tender documents should also submit cost of the tender document i.e. Rs. 1000/- in the form of Demand Draft from a Nationalized/Scheduled bank in favour of **Principal, IHM Lucknow**;
- (c) One self attested recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- (d) Self attested copy of PAN card under Income Tax Act;
- (e) Self attested copy of Service Tax Registration Number;
- (f) Self attested copy of Valid Registration No. of the Agency/Firm;
- (g) Self attested copy of valid Employees Provident Fund Registration Number;
- (h) Self attested copy of valid ESIC Registration Number;
- (i) Self attested copy of valid security service License and Number under Private security agencies (Regulation Act) from State / Central/ or under any other Acts/Rules;
- (j) An Affidavit on a non-judicial stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt./Semi Govt. Deptt./PSU & also that there is no criminal case pending against the firm/contractor in any court of Law;
- (k) Proof of experience supported by documents (job completion certificates of previous contracts) from the concerned organizations;
- (l) Banker's certificate stating that the firm is financially sound; and
- (m) Duly filled and signed Annexure - I, III.

- 8.1.3. The sealed cover of Financial Bid should contain the duly filled in price bid (Annexure- IV) duly stamped and signed.

- 8.1.4. All the sealed covers should be addressed to the Principal, IHM Lucknow, Sector G, Aliganj, Lucknow, UP-226024 and should be put in the Tender Box which will be available near office of Receipt & Dispatch, IHM Lucknow.
- 8.1.5. The tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender.

ADDRESS OF THE INSTITUTE

IHM LUCKNOW

SECTOR G, ALIGANJ, LUCKNOW, UP-226024

8.2 Late and Delayed Tenders:-

- 8.2.1. Bids must be received at IHM Lucknow at the address specified above but not later than the date and time stipulated in the NIT. The IHM Lucknow may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the IHM Lucknow and the Bidder will be the same.
- 8.2.2. Any bid received by the IHM LUCKNOW after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

9.1 Bid Opening and Evaluation:-

- 9.1.1. The authorized representatives of the Tender Opening Committee of the IHM LUCKNOW will open the Prequalification Technical Bids in the presence of the Bidders or their authorized representatives who choose to attend at the appointed place and time.
- 9.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- 9.1.3. Conditional bids and those offering any conditional discount will also be summarily rejected.
- 9.1.4. Subsequently, the valid technical bids will be evaluated by the IHM LUCKNOW.
- 9.1.5. Financial bids of only the technically qualified bidders will be opened for evaluation at a later date (which will be communicated to them) in presence of qualified bidders.
- 9.1.6. After Price Bid opening, if there is a tie among two or more bidders in L-I rates (i.e. quoting exactly the same least rate in Rupees), then these bidders shall be intimated separately to submit a revised price bid in a "SEALED ENVELOPE". The revised price bids will be opened by the tender opening committee in presence of bidders or their representatives. The L-I shall be the party who offers the lowest rate. In case of further tie, the aforementioned process will be repeated so as to arrive at a single L-I. **The L-I rate thus arrived at should be workable in terms of labour laws/statutory requirements.**

9.2 Right to accept any Bid and to reject any or all Bids:-

- 9.2.1. Principal is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

- 9.2.2. Principal may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Govt. Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings/TATA Companies etc.

10.1 Award of Contract:-

- 10.1.1. IHM Lucknow will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 10.1.2. IHM Lucknow will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award Letter") shall prescribe the amount which IHM Lucknow will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.
- 10.1.3. The successful bidder will be required to execute an agreement in the form specified by IHM Lucknow within a period of 10 days from the date of issue of Award Letter.
- 10.1.4. The successful bidder shall be required to furnish a **Performance Security within 7 days of receipt of Award Letter for a sum equivalent to the 10% of the annual contract value** in the form of Demand Draft/Bank Guarantee/FDR/Pay Order from a Nationalized/Scheduled bank in favour of **Principal, IHM Lucknow**. EMD may be adjusted against security deposit in the case of successful bidder. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly. No interest shall be payable on the security amount.
- 10.1.5. The successful bidder's rates are to be valid for the entire period of contract.
- 10.1.6. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

TERMS AND CONDITIONS OF THE CONTRACT

1. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as Service Tax, ESIC, EPF, Workmen's Compensation Act, valid security service license as per Private security services agencies (Regulation Act) from state / Central Govt. etc. The list of staff going to be deployed shall be made available to the IHM LUCKNOW and if any change is required on part of the IHM LUCKNOW, fresh list of staff shall be made available by the contractor after each and every change.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF, ESIC, Service Tax, Cess etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the IHM LUCKNOW and to the Labour department.

3. As far as EPF is concerned, it shall be the duty of the Contractor to get EPF code numbers allotted by RPFC against which the EPF subscription, deducted from the payment of the personnel engaged and equal amount of employer's contribution should be deposited with the respective EPF authorities within 7 days of close of every month. Particulars of the employees engaged for the IHM Lucknow, is required to be submitted to the IHM Lucknow. In any eventuality, if the contractor failed to remit employee/employer's contribution towards EPF/ESI subscription & CESS etc. within the stipulated time, IHM Lucknow is entitled to recover the equal amount from any money due or accruing to the Contractor under this agreement.
4. The antecedents of the workers deployed shall be got verified by the contractor from local police authority and an undertaking in this regard should be submitted to IHM Lucknow and IHM Lucknow shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the IHM Lucknow. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
6. All liabilities arising out of any accident or death while on duty shall be borne by the contractor.
7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with IHM Lucknow.
8. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse in the areas of responsibility given to them by the IHM Lucknow and shall not knowingly lend to any person or company any of the effects of the IHM Lucknow under its control.
9. The contractor's staff shall not accept any gratification or reward in any shape other than mentioned in the contract.
10. The contractor shall have to ensure the correct and satisfactory performance of his liabilities and responsibilities under the contract.
11. Under the terms of their employment agreement with the Contractor the staff shall not do any professional/commercial or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
12. That in the event of any loss occasioned to the IHM Lucknow, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the IHM Lucknow, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Principal, IHM Lucknow will be final and binding on the contractor.
13. The contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements related to Job contract for security services at IHM LUCKNOW and in accordance with such directions, which the IHM

LUCKNOW may issue from time to time and which have been mutually agreed upon between the two parties.

14. The IHM LUCKNOW shall inform the contractor if any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly, the Contractor needs to change the staff with prior intimation to the IHM LUCKNOW.
15. The contractor shall be responsible to maintain DG set (i.e. running of Generators & changing of Electrical panel in case of power failure) of the IHM LUCKNOW entrusted to it.
16. The personnel engaged have to be extremely courteous with very pleasant manners in dealing with the Staff/visitors and should project an image of utmost discipline. The IHM LUCKNOW shall have right to have any person removed in case of staff /visitors complaints or as decided by representative of the IHM LUCKNOW if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
17. The duty hours/shifts shall be fixed by the IHM LUCKNOW from time to time depending upon the requirements and the timings of the shifts may changeable and Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
18. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESIC, Service Tax and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the IHM LUCKNOW. The contractor should obtain necessary license from the Asstt. Labour Commissioner (Central) within one month from the date of award of work and submit a copy of the same to the laboratory failing which the contractor will not be allowed to execute the work in the premises of IHM LUCKNOW.
19. The payment would be made on monthly basis based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the IHM LUCKNOW and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the IHM LUCKNOW.
20. Any damage or loss caused by contractor's persons to the IHM LUCKNOW in whatever form would be recovered from the contractor.
21. (a) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty, if complaint is found to be valid, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill after expiry. Further the concerned contractor's personnel shall be removed from the IHM Lucknow premises immediately.
21. (b) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IHM Lucknow reserves the right to impose the penalty as detailed below:-
21. c) That if the contractor violates any of the terms and conditions of this contract or commits any fault or their services are not to the entire satisfaction of officer authorized by IHM Lucknow, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.
22. The contractor shall ensure that its personnel shall not at any time, without the consent of the IHM Lucknow in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the IHM LUCKNOW and shall not disclose to anyone information about the affairs of IHM Lucknow. This clause does not apply to the information, which becomes public knowledge.

23. The contractor shall deploy his personnel only after obtaining the IHM LUCKNOW approval duly submitting curriculum vitae (CV) of these personnel, the IHM LUCKNOW shall be informed at least one week in advance and contractor shall be required to obtain the IHM Lucknow's approval for all changes along with their CVs.
24. That the successful bidder will develop, in consultation with IHM LUCKNOW, Standard Operating Procedures(s) (SOP) according to their submitted operational plan. After the approval of IHM LUCKNOW, the procedure would be made available to all the supervisors of the agency who will follow it in letter and spirit. Suitable changes should be made in the SOP on recommendation of IHM LUCKNOW to accommodate change in needs/circumstances.
25. The contractor shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
26. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the IHM LUCKNOW for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the IHM LUCKNOW.
27. During the course of contract, if any personnel of the contractor are found to be indulging in any corrupt practices causing any loss of revenue, the IHM LUCKNOW shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
28. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the IHM LUCKNOW may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the IHM LUCKNOW from the contractor.
29. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the IHM LUCKNOW, such money shall be deemed to be payable by the contractor to the IHM LUCKNOW within seven days. The IHM LUCKNOW shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
30. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
31. The contractor shall indemnify and hold the IHM LUCKNOW harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
32. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
33. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years.
34. The contractor shall get his personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel shall be deployed for duty.
35. The IHM LUCKNOW shall not be responsible for providing residential accommodation to any of the employee of the contractor.
36. The IHM LUCKNOW shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The IHM LUCKNOW does not recognize any employee-employer relationship with any of the workers of the contractor. The persons deployed by the contractor for the services under this contract shall be the employees of the contractor for all

intents and purposes and the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the IHM LUCKNOW shall accrue/arise implicitly or explicitly

37. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the IHM LUCKNOW from the contractor.
38. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the IHM LUCKNOW.
39. The contractor will have to deposit the proof of depositing employee's contribution towards EPF/ESIC etc. of each employee. If the contractor fails to produce proof for having remitted the ESIC/EPF/Service Tax and other statutory dues, the IHM LUCKNOW reserves its right to withhold the payment for successive months. It will be released only on receipt of the evidence of deposition of such dues.
40. The contractor shall disburse the wages to its staff deployed in the IHM LUCKNOW every month through ECS or by Cheque in the presence of representative of the IHM LUCKNOW. This payment shall be made within 7th day of every month.
41. The number of unskilled, semi skilled, skilled workers will be purely need based therefore the number of contractor's workers may be decreased as per the actual requirement after adoption of mechanized system. However, there cannot be any impairment of services due to reduction of workers.

OBLIGATION OF THE CONTRACTOR

42. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the IHM LUCKNOW fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
43. The contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the IHM Lucknow and shall on demand furnish copies of wages register/muster roll, etc. to the Lab./Instt. for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of IHM LUCKNOW in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
44. That the contractor shall deploy his 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 dealings with the persons in his 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 furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director, IHM LUCKNOW a sum as may be claimed by IHM LUCKNOW.

IHM LUCKNOW'S OBLIGATIONS

45. In consideration of the services rendered by the contractor as stated above, payment shall be made by the 7th day of the month on the basis of the printed bills raised by the contractor and duly certified by the officer designated. in this regard. Income tax will be deducted at source from the monthly bills of the contractor as per I.T Act. Payment will be made monthly by crossed cheques or ECS only on submission of pre-receipted bill, in duplicate, along with all the copies of documentary evidence as state above.
46. The IHM Lucknow shall reimburse the amount of Service Tax, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

47. TERMINATION OF THE CONTRACT

THE CONTRACT CAN BE TERMINATED ON ANY OF THE FOLLOWING CONTINGENCIES:

- a) On the expiry of the contract period
- b) By giving three months notice by IHM Lucknow on account of –
 - i. Losses suffered by IHM Lucknow due to lapses on the part of the contractor and his personnel.
 - ii. For committing breach of contract.
 - iii. On assigning the contract or any part thereof any benefit or interest therein or there under by the Contractor, subletting whole or part of the contract to any third person.
- c) On contractor being declared insolvent by the competent Court of Law.
- d) During the notice period for termination of the contract, in a situation as contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period.

It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance or problem of any nature to IHM Lucknow.


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SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024

Cost of tender	Rs 1000/-
Due Date of tender	_____
Opening time and date of tender	_____
Name & Address of the Firm/Agency & Contact numbers	_____ _____
Registration No. of the Firm/Agency	_____
Name, Designation, Address, Telephone No. of the authorized person to deal with	_____ _____
Specify as to whether tenderer is sole proprietor/Partnership firm/ Company or any other establishment	_____
Copy of PAN card issued by Income Tax of Assessment Year 2015-16 Income Tax Return	_____
Provident Fund Account No./ ESIC no.	_____
Service tax registration number	_____
License number under Contract Labour (R&A) Act.	_____
Security Service License Number	_____
Details of Bid Security deposited	_____
a. DD no. & Date	_____
b. DD Amount	_____
c. Name of the Issuing Bank	_____
Authorization/Power of Attorney	_____
Any Other Information	_____

Affix duly Attested P.P. Size recent photograph of the authorized representative of the prospective bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

SCOPE OF WORK OF THE CONTRACT

SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024

1. To provide Security Supervisors(Un armed) and Security Guards (Unarmed) and security guard (armed)and the safety and protection of IHM Lucknow, Sector G Aliganj, Lucknow, as per the requirement of IHM Lucknow during the entire period of the contract.
2. To guard and protect the property of IHM Lucknow at all times against intruders, theft burglary, pilferage, sabotage and damage by miscreants.
3. Safeguard against unauthorized removal of documents and property including MES property installed inside the IHM Lucknow.
4. Ensure no unauthorized person enters the IHM Lucknow.
5. Provide assistance to the establishment in case of strikes, riots and labour unrest.
6. Man all security posts round the clock for performing watch and ward duties and such other duties allocated by Security Officer of IHM Lucknow or his representative.
7. Perform all tasks relating to issue and deposit of Keys of the lab as assigned by SO.
8. Monitor all visitors and contract employees/ labourers. Maintain relevant documents as per IHM Lucknow.
9. Maintain liaison with civil police authorities as directed by SO.
10. Man the main gate at all times.
11. Check all incoming and outgoing materials and vehicles and maintain their records including registration numbers of the vehicles and time of entry and exit.
12. Report any untoward incident immediately to the Security Office of CAIR.
13. Ensure compliance of all safety regulation and assist in prevention of accidents and fire.
14. All personnel must know exact location of firefighting equipment in the Lab premises and their proper usage.
15. Maintain a logbook documenting all occurrences on a daily basis. The logbook will be put up to the Security Officer once a week for his perusal.
16. Carry out any other duty as may be assigned from time to time by the Security Officer or Security Assistant on his behalf.
17. Ensure that all offices / rooms are properly locked and lights switched off after office hours. In case any office / room are found not locked or lights not switched off, it should be immediately brought to the notice of the Duty Officer and Departmental Security Staff on duty for necessary action.
18. Carry out intensive patrolling of the area within and outside Lab premises and all buildings round the clock for its security.
19. Attend to telephone calls as and when required.
20. Should be able to handle emergencies and call for requisite assistance from nominated agencies.
21. Carry out search of all persons entering or leaving the lab.
22. Implement all security instructions and SOPs as published by SO from time to time.
23. Police Verification of ESM Private Security Supervisors and Security Guards will be submitted by the contractor before commencement of work along with undertaking form for character and antecedents of Security Supervisors and Security Guards.
24. Handing / Taking over should carry out among the Security Supervisors and Security Guards before leaving the duty post without fail.
25. switching of Generator in the event of power failure and changing of the electric panel switch

Check List to be submitted along with Bid Documents

Sl. No.	Documents asked for	Page number at which document is placed
a.	Bid Security (EMD) of Rs. _____ (Rupees in words) in the form of DD issued by any scheduled commercial bank in favour of _____ valid for 90 days beyond the Tender validity period	
b.	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name designation, address and office , telephone numbers, If the bidder is a partnership firm, name, designation, address and office telephone numbers of Directors/Partners also	
c.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income- Tax Return of the Assessment Year 2015-16.	
d.	Self attested copy of Service Tax Registration No	
e.	Self attested copy of valid Registration number of the firm/agency.	
f.	Self attested copy of valid Employee Provident Fund Registration number.	
g.	Self attested copy of valid ESIC Registration No.	
h.	Self attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
i.	Character Certificate in the form of an Affidavit on the stamp paper of Rs.100/- to the effect that the contractor/firm has not been blacklisted by any Govt. Semi Govt. Deptt./PSU as also that there is no criminal case pending against the firm/contractor in any court of Law.	
j.	Self attested copy of security service license number (Private Security Agencies Regulation Act -2005(PASARA)	
k.	Proof of experience in security services.	
l.	Proof of experiences of last five financial years Along with satisfactory job completion certificates from the concerned employers.	
m.	Banker's Certificate	
n.	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

**WORK CONTRACT FOR SECURITY SERVICES AT
IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024**

PRICE BID

Sl. No.	Particular / Head	Item wise rate	Total in (Rs)
1	Security Guard		
2	Gun Man		
3	Security Supervisor		
	Service Tax / Any other Taxes		
	Total Amount (Per month)		

** Please provide breakup of manpower charges in the table given below

Sl. No.	Category	No.	Rate	Total
1	Unskilled			
2	Semi-Skilled			
3	Skilled			
			(Grand Total (Rs.))	


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FORM OF CONTRACTOR'S BID (Covering Letter)

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Description of Work: WORK CONTRACT FOR SECURITY SERVICES AT IHM LUCKNOW, SECTOR G ALIGANJ, UTTAR PRADESH-226024

To,
The Principal
IHM Lucknow
Sector G, Aliganj
Lucknow, UP-226024

Sir,

Having examined the conditions of Contract and specification including addenda the receipt of which is hereby duly acknowledged, we, the undersigned offer to execute the Services described above in conformity with the Conditions of Contract and specification as per bid document for sum of the Bid for the Contract Price as mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the Rate Schedule / Financial Bid attached herewith and made Part of Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you received. We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the Work specified in scope of work.

If our Bid is accepted, we will furnish the Performance Security a sum equivalent to 10% of the annual value of the contract for the due performance of the Contract, in the form prescribed by the IHM Lucknow.

We agree to abide by this Bid for a Period bid validity from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this bid complies with the Bid validity and Bid Security required by the bidding Document.

Yours faithfully



Principal
Institute of Hotel Management
Catering and Nutrition
LUCKNOW

(Authorized Signatory)
Name & Title of Signatory-----
Name of Bidder-----
Address-----

