



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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E-Tender for the Hiring of Tandooria/Halwai/Continental Cook/Indian Curry Cook/Utility Worker/ Casual Waiter & Houseman

E-Tenders are invited for casual hiring of Tandooria/ Halwai/Continental Cook/Indian Curry Cook/Utility Worker/ Casual Waiter/ Houseman on Per function/per day basis in the Hotel/ Units of the Corporation depending upon the day to day requirement of Hotel/ Units.

CITCO requires manpower on per day basis from the contractual agency for conducting functions/events. The wages/salaries of the manpower deployed, will be reimbursed to the agency on monthly basis alongwith ESI, EPF based on manpower hired for no. of days for functions/events. The above said manpower will be given prevailing ALC rates. Therefore, the agency has to quote percentage (%) of commission/ service charge on the total wages Bill including ESI/EPF which will be paid to the agency on submission of bills on monthly basis.

1. Eligibility Criteria

- a. The Tenderer should be professional agency having valid Labour license for providing Manpower from the Licensing authority under the Contract Labour (Regulation and Abolition) Act, 1970 and also required to obtain labour license for CITCO contract within 90 days.

Any obligations and /or formalities which are required to be fulfilled under the Contract Labour (Regulations & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to be awarded shall be carried out by the tenderer at his own expenses and the tenderer will report the compliance thereof to CITCO. The tenderer will solely be responsible for violation of any provision of the said Act or any other Act.

- b. The tenderers should have experience of 1 year for providing of Manpower/ Contract Labour in the Hotels/Hospitals/ Hospitality Sector / Educational Sector/ Centre/ State Govt. owned Guest Houses, Institutions or any other government department.

For the purpose, the Tenderer may submit certificate/letter duly signed & stamped by the entity, where the tenderer had provided the said services, clearly indicating the name of the tenderer, date of issue of certificate/letter, period for which said services were provided, nature of services provided etc. Preference will be given to the agencies having ISO certifications.

- c. The tenderer/bidder must have valid EPF Code No./ESI Code No./ GST No /PAN No.. Further all the contract employees/labour deployed by the tenderer/bidder for the contract/tender must be a member of Provident Fund. Proof of deposit of EPF/ESI in balance sheet should be reflected. The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), GST etc. with the respective departments in respect of the Contract Labour employed by them for every month. A copy of the receipt on this account will be submitted to the concerned Accounts Branch with the bill of succeeding month. The Corporation will not be responsible for any liability on this account, whatsoever.
- d. An undertaking that they have not been blacklisted by any State or Central Government Department or PSU in the past and will only be eligible to participate in the tendering process.
- e. The tenderer will also submit MSME certificate, in case registered under MSME, failing which it will be considered as if the tenderer is not registered under MSME.

The tenderer/ bidder have to attach documents/ information pertaining to above said eligibility criteria in the technical bid. The bidder has to submit brief details of documents regarding above said eligibility criteria in the format as per **Annexure – “B”** and submit the scanned copy of said Annexure in the technical bid.

The tenderer must submit all the scanned copies of all the supporting documents like EMD and eligibility conditions etc. with the Technical Bid itself and if any such document is not found attached, the offer would be rejected. The eligibility has to be seen on the basis of the Technical Bid received through e-tendering and with scanned and attached copies of the supporting documents.

Terms & Conditions

2. The tenderer must have to submit Proforma for Earnest Money Deposit Declaration as per format at Annexure `A`. However, after the allotment of contract they are required to deposit performance security as detailed below at Clause No.9.
3. Tender(s) should be uploaded online upto the date as indicated in the Tender Notice.
4. The tender will be submitted online in two parts i.e. Technical Bid and Financial Bid. The Technical Bid and Financial Bid should be uploaded online only on the e-tendering website. The tenderer submitting Technical bid should give maximum information regarding themselves and Technical capabilities, as they deem fit. The Technical Bid should contain the technical details like Address and Telephone No. of place of work are proposed to be provided, details of EMD (DD/Pay Order No., date, amount etc.), detail of technical staff with their qualification, experience, etc., clients list, performance certificate and any other relevant information. The Financial Bid(s) of only those technically short listed parties based upon the assessment made of their credentials, etc. will be opened online. The decision of short listing of Technical Bids by MD, CITCO will be final and binding on all.
5. The validity of tender shall be for 120 days from the date of receipt

6. The contract shall be valid for a period of 1 (one) year.
7. The contract awarded shall be a commercial agreement and not one of creating any employment.
8. Tender should only be uploaded by the authorized person of the firm/company etc. Tenderer is free to quote rates in percentage for any one or all the categories viz. Tandooria/Halwai/Continental Cook/Indian Curry Cook/Utility Worker/ Casual Waiter & Houseman. However, the Corporation reserves the right to place the order in parts or as a whole to one or more Tenderers.
9. The successful tenderer including MSME registered agencies shall have to deposit performance security @ 3% i.e. Rs.50000/- (Rupees Fifty Thousand only) of total tender value, in the shape of DD/ RTGS in favour of "CITCO" and payable at Chandigarh within 30 days from the date of allotment of contract
10. The Goods and Service Tax (GST) as applicable shall be extra and TDS will be deducted as per rules. The prospective supplier/vendor must have a GST registration and indent to pay tax and issue valid invoice under GST. The tax invoice shall be issued as per Section 31 of CGST Tax and shall contain particulars as prescribed under GST Invoice Rules, 2017. The amount of GST shall be charged separately and categorically on the Invoice. The prospective vendor/supplier shall have to produce challans for the payment of GST in order to make CITCO eligible to avail the input credit.
11. The tenderer has to make payment of wages to manpower deployed Viz. Tandooria/ Halwai/ Continental Cook/ Indian Curry Cook/ Utility Worker/ Casual Waiter & Houseman (Per function/ per day) at the prevailing A.L.C minimum wages subject to compliance of ESI/PF rules as per working days. Therefore, the bidder has to quote percentage (%) of commission/ service charge in the Financial Bid/BOQ (per function/ per day) on the total wages Bill including ESI/EPF for all categories viz. Tandooria/Halwai/Continental Cook/Indian Curry Cook/ Utility Worker/ Casual Waiter and Houseman (Per function/ per day) for the validity of contract period.

Further all the employees/ labour deployed by the tenderer/bidder for the contract/tender must be a member of Provident Fund. Proof of deposit of EPF/ESI in balance sheet should be reflected. The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), Service Tax etc. with the respective departments in respect of the Contract Labour employed by them for every month. A copy of the receipt on this account will be submitted to the concerned Accounts Branch with the bill of succeeding month. The Corporation will not be responsible for any liability on this account, whatsoever.

12. The Tandoria/Halwai/Casual Waiter & Houseman will be required to perform their duty in the Hotels/Units of the Corporation as per the requirement of the Hotels/Units or till the closing of function. However, the acceptance of the Casual Waiters/ Houseman will be at the discretion of the HOD of the concerned Hotels/Units per their presentation

13. The Contractor will arrange the number of Hiring of Tandooria/ Halwai/ Continental Cook/Indian/ Curry Cook/Utility Worker, Casual Waiters and Houseman in consultation with the Manager F&B/Sr. Manager F&B / Executive Chef / Chef of Hotels/ Incharge of the Units as per their day to day requirement.
14. The agency has to issue computerized invoices to CITCO Hotels/ Units. No handwritten invoices/ bills will be issued unless allowed by MD, CITCO in writing, if there are genuine reasons for the same.

The respective Accounts Branches of Hotels/ Units will make bill wise payments to the agency. In case, the consolidated cheque/ NEFT was issued, then the details of consolidated payment for respective bills will be send to the agency. Any deduction of any kind, in the bill(s) will be conveyed to the tenderer/ agency by the Accounts head of respective Accounts Branches of Hotels/ Units without any fail.

15. The Contractor will not sublet, transfer or assign the contract or any part thereof to any other party without prior approval of the Managing Director, CITCO.
16. The Hotels/Units of the Corporation shall inform you telephonically/ in writing of their requirements one day in advance. For the purpose, the agency has to provide dedicated e-mails to all the hotels/units for their requirement or for making all sort of correspondence with the agency.
17. Manager (F&B) /Sr. Manager (F&B), Executive Chef / Chef, Incharge of the Unit shall be at liberty to send any Hiring of Tandooria/ Halwai/ Cook/ Utility Worker, Casual Waiter(s) and Houseman back with the consideration of DGM / GM of the Unit, after intimating the Contractor, if such worker(s) is not in proper uniform/is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious/infectious disease or is under the influence of liquor or any intoxication. The contractor is solely responsible for their good antecedents.
18. The Management reserves the right to hire the contract Tandoria/Halwai/ Casual Waiters and Houseman from other sources at the cost of the Contractor, if the services provided by the Contractor are not found as per the prescribed standard wholly or partly. In case of breach of any contractual terms, CITCO shall be at liberty to get the services from other sources at the risk and cost of the contractor.
19. The Contractor will provide proper uniform to his employees at his cost. The uniform shall be black Pant and white Shirt & black Bow for waiters and black Pant & white Chef Coat for Cook.
20. The Corporation shall not be in any manner concerned with the internal affairs of the tenderers i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the Contractor may be having.
21. The contractor shall be duty bound to provide the specified no. of Hiring of Tandoria/Halwai/Cook/Utility Worker, Casual Waiters and Houseman as per the requirement of Hotels/ Units for which the contract has been allotted, to the entire satisfaction of the concerned head/Incharge of the Unit.

Only fully trained experienced Cook (Commis) / Halwai to be provided by contractor.

22. In case of damage /spoilage of item by the Cooks deputed by the service provider, cost of material plus penalty which may range from Rs.1000/- to Rs.5000/- per item shall be recovered from the bills of agency. The GM of the hotel to assess the damages & impose penalty.

In case of waiters, only trained and fully groomed waiter shall be provided. In case of non-shave & no proper uniform Rs. 100/- per waiter shall be deducted from the bills.

23. In case of non providing/short-providing of Tandooria/Halwai/ Continental Cook/Indian/ Curry Cook/Utility Worker, Casual Waiters and Houseman etc, CITCO reserves the right to hire the manpower/ casual staff from any outside agency at the risk and cost of the approved contractor/. Agency.

Further for non providing/short-providing of Tandooria/Halwai/ Continental Cook/Indian/ Curry Cook/Utility Worker, Casual Waiters and Houseman continuously on three occasion and failure to discharge contractual obligations, CITCO reserves the right to cancel the contract. In this eventuality, the security deposit will be forfeited and the tenderer will be liable to be debarred from participation in the tender of the Corporation upto next 3 years.

24. The payment will be released by 7th of the following month after the receipt of bills duly verified by the concerned Official/Officer of the Unit. However agency shall make payment to the workers timely, whether the payment is released by CITCO or not.

25. As per the instructions of the Ministry of Finance, Govt. of India, New Delhi, Govt. Companies / PSUs have been directed to adopt e-payments as the preferred mode of payment w.e.f. 01.04.2013. For the purpose, tenderers are required to compulsorily furnish the following information to enable them receive payments in time:-

Sr. No.	Particulars	Information to be filled by Tenderer
1.	Name of the party (as appearing in their bank account).	
2.	Bank's Name	
3.	Bank's Address	
4.	Bank Account Number	
5.	IFSC Code of the Bank	
6.	Type of Bank Account	
7.	Enclose one cancelled cheque of the bank	
8.	Mobile No.of the tenderer on which SMS alerts for payment credited to their account is to be given	
9.	E-mail I.D. of the tenderer on which email notification for payment credited to their account is to be given	

On adoption of the above system, the payments will be remitted electronically under intimation to them by e-mail / SMS on submission of above said RTGS/ NEFT details, all the payment will be made through RTGS/NEFT to the contractor / agency.

26. The current rate of Daily wages as fixed by A.L.C. ,U.T are subject to change as notified by A.L.C., U.T. from time to time. The tenderer has to ensure minimum payment of wages on prevailing ALC minimum wages subject to compliance of ESI/PF rules.
27. The Corporation can terminate the whole contract by giving 1 month notice without assigning any reason whatsoever even before the expiry of the contract period.
28. The aforementioned terms & conditions shall be binding and operative between the tenderer (Contractor) and the Corporation.
29. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
30. In the event of any question, dispute or difference arising out of the agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to Sole Arbitrator i.e., Managing Director, CITCO or any other person appointed by him/her, accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof and the parties agreed to shall abide by the decision of the Arbitrator. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Other than the arbitration clause, M.D, CITCO is the Competent Authority to dispose of the day to day issues/disputes with the contractor/ agency

MANAGING DIRECTOR

PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION

Whereas I/We _____ (Name of agency)
_____ have submitted bid for **Hiring of Tandooria/Halwai/
Continental/Indian Curry Cook/Utility Worker/Casual Waiter & Houseman**
(Name of work/Tender) invited by **Chandigarh Industrial & tourism Development
Corporation Limited (CITCO)**

I/We, hereby submit following declaration in lieu of submitting Earnest Money Deposit: -

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

OR

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CITCO Tenders from date of issue of suspension order.

Signature of Tenderer

TECHNICAL BID

Sr. No.	Description	To be filled in by the firm.
1.	Proforma for Earnest Money Declaration	
2.	Details of Tenderer- Name, Father's Name, Complete Address, Date of Incorporation, Mobile No, & Email ID.	
3.	Legal status whether individual/ firm/ partnership/ company (<i>attach relevant documents</i>)	
4.	Attach PAN Card No/ GST (Attach copies)	
5.	Attach scanned copy of valid Labour license. (Refer clause 1(a) of eligibility criteria of tender document.)	
6.	Attach scanned copies of experience (Refer clause 1(b) of eligibility criteria of tender document.)	
7.	Attach scanned copy of valid EPF Code No./ESI Code No./ Service Tax Code/PAN/TAN No. etc (Refer clause 1(c) of eligibility criteria of tender document.)	
8.	Attach undertaking (Refer clause 1(d) of eligibility criteria of tender document.)	
9.	Attach MSME Certificate (Refer clause 1(e) of eligibility criteria of tender document.)	
10.	Attach Bank details (Refer clause No.25 of tender document)	

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website etenders.chd.nic.in.
2. Bid Document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
3. The Bidders shall have to submit their Bids (Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copy of Proforma of Earnest Money Deposit Declaration (Annexure A), Document and Eligibility Documents shall also be uploaded alongwith Technical Bid within prescribed time limit
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by the specified date and time in Commercial Cell, Head Office, CITCO, SCO 121-122, Sector 17-B, Chandigarh. The Agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by Commercial Cell, CITCO. The failure of the Agency to furnish the said original documents will entail rejection of its tender summarily.
7. Instructions to Bidders regarding e-tendering process:
 - a) Tenders without digital signatures will not be accepted by the Electronic Tendering system. No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.
 - b) Bids will be opened online as per time schedule mentioned above.
 - c) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
 - d) It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template.
 - e) CITCO will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
 - f) The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contact IT Cell, The Department of Information Technology (DIT), Additional Deluxe Building, 5th Floor, Sector-9, Chandigarh, or email at etender@chd.nic.in, Phone No.0172-2740641, 0172-2740003.

ANNEXURE TO TECHNICAL BID

1	Semi Skilled - I	i) Basic Wages as fixed by ALC, U.T., Chandigarh.	359.00
		ii) EPF (Principal Employer Share) @ 13.15%	47.00
		iii) ESI (Principal Employer Share) @ 4.75%	17.00
		Total	423.00
		iv) Service Charges on (i) to (iii) say @ 1.00%	
		Total	
		v) GST on (i) to (iv) @ 18.00%	
		Total (Cost to Co.)	
		Amount payable to employee	
		Basic Wages	359.00
		<u>Deductions</u>	
		i) EPF (Employer Share) @ 12.00%	
		ii) ESI (Employer Share) @ 1.75%	
		Amount payable to employee	

2	Semi Skilled-II	i) Basic Wages as fixed by ALC, U.T., Chandigarh.	356.00
		ii) EPF (Principal Employer Share) @ 13.15%	47.00
		iii) ESI (Principal Employer Share) @ 4.75%	17.00
		Total	420.00
		iv) Service Charges on (i) to (iii) say @ 1.00%	
		Total	
		v) GST on (i) to (iv) @ 18.00%	
		Total (Cost to Co.)	
		Amount payable to employee	
		Basic Wages	356.00
		<u>Deductions</u>	
		i) EPF (Employer Share) @ 12.00%	
		ii) ESI (Employer Share) @ 1.75%	
		Amount payable to employee	

Note:-

1. The above calculations are sample calculation to give an idea as how the wages / ESI / EPF / Service Charge and GST will be levied and paid.