

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



MAHARASHTRA STATE INSTITUTE OF HOTEL MANAGEMENT AND
CATERING TECHNOLOGY

(UG & PG – Degree Programme)

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

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

E-TENDER NOTICE 14/05/2022

Open Tender Notice By

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

Online Bids on behalf of Principal, Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 (Degree Wing): “ENGAGEMENT OF AGENCY FOR PROVIDING WATCH GUARD ” for Maharashtra State Institute of Hotel Management and Catering Technology, Pune for watch and ward of the premises.

Critical Date and Information Sheet

Invitation for Bids (IFB) No & date	https://mhrd.euniwizarde.com/ , https://www.msihmctrs.in NIT/03/Etender/ Watch Guard /May 2022
Place of Supply, Installation & Commissioning & Support etc.	Maharashtra State Institute of Hotel Management and Catering Technology. Pune. (Degree Wing)
Bid Publishing Date	May 15, 2022, 1500 Hrs
Bid Submission Start date	May 15, 2022, 1500 Hrs
Pre-Bid Meeting	May 20, 2022 1500 Hrs
Last Date of Submission of Bids	May 30, 2022, 1100 Hrs
Date of Opening of Technical Bids	May 30, 2022, 11:30 Hrs
Tender Processing Fee payable to the E Portal	As per charges mentioned on e-Tender portal
Type Of Tender	E-Tender under TWO BID/TWO PACKET SYSTEM. The Technical and Commercial Bids to be uploaded separately on the e- procurement portal at https://mhrd.euniwizarde.com
Approximate Estimated Cost of the Services Tendered For ONE Year (Without Taxation) Tender Value for One Year*	14,66,057/- Fourteen Lakhs Sixty Six Thousand and Fifty Seven Only
Estimated Cost of the Services for the period of Two Years (Without Taxation)	29,32,114/- Twenty Nine lakhs, Thirty Two Thousand One Hundred and Fourteen Only
EMD@ 2% for One Year’s Total Cost of the Tender.	Rs. 29,321/- (Twenty Nine Thousand Three Hundred and twenty one Only) hard copy of DD in favour of “Principal MSIHMCT, Pune” to be submitted to the institute.

Contact Details and Complete Address of the Organization where the Watch Guard Services are required to be deputed.	Maharashtra State Institute of Hotel Management and Catering Technology. Address: 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra 411016 Phone: 020 2567 6640
Brief Description of Scope of Work	Providing watch and ward Personnel at Maharashtra State Institute of Hotel Management and Catering Technology , (Degree Wing) 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra 411016, for 24/7. Phone: 020 2567 6640
Contract Period in Years	One year from date of Award of Contract with a provision of further extension for another year or part thereof, subject to satisfactory performance of the Agency and on same terms and conditions, further subject to mutual consent by both the parties.
Mode/ Validity of E.M.D.	Crossed Demand Draft/Bankers Cheque issued by Scheduled Banks drawn in favour of “Principal, MSIHMCT, Pune payable at Pune, valid for 180 days, with provision to extend validity of the bids and EMD for further period at the request of Maharashtra State Institute of Hotel Management and Catering Technology, if needed. EMD will be returned at the time of award of the contract to the selected firm/ company.
Performance Bank Guarantee	5% of the expected contract value for 30 months from the date of award of the contract i.e.5% of Rs. 2932114/- Twenty Nine lakhs, Thirty Two Thousand One Hundred and Fourteen Only (Without Taxation)= So the Performance Bank Guarantee will be 1,46,606/- One Lakh Forty Six Thousand Six Hundred and Six Only.
Validity of performance Bank Guarantee	180 days after expiry of Contract. In case the period of contract is extended after satisfactory completion of one year of services, the Contractor/ Agency/supplier/ agency of watch guard will be required to get the validity of the Bank Guarantee extended for a period up to six months beyond the period of the contract.
Cost of Tender Document	Rs.1000/- Non- refundable cost to be paid to the institute by DD in favour of “Principal MSIHMCT, Pune” to be submitted to the institute at the time of document submission SEPARATELY in an envelope.
Deposition of Bid Security	Administrative Office of Maharashtra State Institute of Hotel Management and Catering Technology, at 412-A 1, K.M.Munshi Road, Model Colony, Pune 411016 Shivajinagar, Pune, Maharashtra 411016 (Degree Wing) Phone: 020 2567 6640 before last date and time for bid submission mentioned in Critical Date Sheet .
Period of Commencement of Work	Within 15 days of Award of Contract, failing which the EMD will be forfeited.

BIDDING PROCEDURE

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

2. REGISTRATION PROCESS ON ONLINE PORTAL

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

3. TENDER DOCUMENTS SEARCH

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

4. BID PREPARATION

- A.** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- B.** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- C.** **Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.**
- D.** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

5. BID SUBMISSION

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

6. AMENDMENT OF BID DOCUMENT

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

7. ASSISTANCE TO BIDDERS

- A.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- B. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha**

8. INSTRUCTIONS TO THE BIDDERS

- A. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- B. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link `DSC help`.

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

9. FORFEITURE OF EMD

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

If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

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

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

The tender notice can be downloaded from the Website <https://mhrd.euniwizarde.com>

10. ELIGIBILITY CRITERIA

Essential:

- A. **The bidder agency must hold valid registration/license with appropriate authority of Govt. of Maharashtra. The successful Bidder will further ensure that their registration/ licenses remain valid on the date of bid opening and till the end of the contract period.**
- B. **The Annual Turnover Certificate Issued by Chartered Accountant of the bidder agency for the any Two previous financial years between 2018-19, 2019-20, 2020-21, 2021-22 having**

turnover not less than Rs.60,00,000/- (Rupees Sixty lakhs) for each year.

- C. The bidder agency preferably have completed at least **Two Similar Works** with other organizations such as Central Government, State Government or Autonomous or PSU or defense organizations, Municipal bodies, Govt. Undertakings each costing not less than or equivalent of the tender value in last 5 years.
- D. The bidder agency must not have been blacklisted by any Court of Law or any State Government/ Central Autonomous bodies/ PSUs and in any such **future event**, the agency shall undertake to keep **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** informed.
- E. The bidder agency must be compliant with all statutory requirements such as ESI, Provident Fund, Excise/Service Tax. etc. as per eligibility criteria under of this tender document.

11. COST OF BIDDING

Prospective bidders shall bear all the costs associated with the preparation and submission of the e-bid. **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.

12. PRE BID MEETING --Enquiries and Explanations

A pre-bid meeting open to all prospective bidders will be held as per **Bidding Schedule** in the **Office of the Principal Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** wherein the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.

The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** thereafter with the prospective bidders/ their representatives.

Enquiries will be entertained in the pre-bid conference only. The Principal Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 reserves the right to reject all / any application received from the Service Provider Agency without assigning any reason

- **Clarifications if any shall be entertained in the pre-bid conference only. Response, if any, will be issued in respect of those clauses only where changed, online at <https://mhrd.euniwizarde.com>.**
- **No individual correspondence will be made/ entertained.**
- Preference will be given to those bidders/ agencies/ contractors who have experience in providing similar contracts to **Central Government, State Government or Autonomous or PSU or defense organizations, Municipal bodies, Govt. Undertakings, etc.**

**Principal
Maharashtra State Institute of
Hotel Management and Catering Technology, Pune,
Maharashtra 411016
(Degree Wing)**

SECTION – I

SCOPE OF WORK

The scope of work includes providing **watch and ward** services as per requirement of **Maharashtra State Institute of Hotel Management and Catering Technology Pune**.

Other provisions as mentioned in the tender elsewhere are also included in the scope of work.

The scope of work shall include but not limited to the following:

a) Watch and Ward Person:

- (i) He should be at least 8th passed.
- (ii) Able to read and write Marathi and basic English
- (iii) He should be physically fit and should be in the age group of 21 years to 45 years.
- (iv) He should maintained moral behavior.
- (v) He must provide character certificate from appropriate authority.

• Nature of Work and Responsibility

1. The deployed Watch Guard personnel shall be very punctual while reporting to Maharashtra State Institute of Hotel Management and Catering Technology Pune
2. They shall not allow any unauthorized person in the Maharashtra State Institute of Hotel Management and Catering Technology Pune premises, etc. during their duty hours. The watch guard shall be employed for eight hours a day. The exact working hours/shift shall be intimated to the agency at the time of execution of work at respective locations.
3. He must remain on the gate post assigned to him at all times.
4. Should maintain visitors register diligently.
5. Once the Institute is closed he must ensure that all the lights, fans, taps etc. are switched off.
6. He should ensure that all the doors are properly locked and sealed.
7. He should carry out various tasks assigned to him.
8. As the watchmen are on the payroll of manpower supplier/ agency of watch guard and hence is not entitled for any benefits of Government services including leaves and vacations.
9. If any watchman remain on leave then the manpower Contractor/ Agency/supplier/ agency of watch guard should provide replacement for which additional payment will not be payable.
10. A manpower Contractor/ Agency/supplier/ agency of watch guard should provide uniform, shoes, raincoat, stick (Lathi), torch to the watchman who reports on the duty.
11. Institute is not liable to pay any additional remuneration and / or allowance to watchmen apart from the agreed contractual terms and conditions with manpower supply Contractor/ Agency/supplier/ agency of watch guard.
12. Manpower supply Contractor/ Agency/supplier/ agency of Watch Guard ensure that watchmen do not consume alcohol, chewing tobacco or any other drugs on the premises or is not reporting on duty under the influence of the same.
13. Manpower supply Contractor/ Agency/supplier/ agency of watch guard will ensure that watchmen is performing his duty diligently and if found sleeping during the working hours then he should be removed from the job immediately and a replacement should be provided.
14. If a watchman misbehave or misconduct in such case his wages will be deducted for that day.
15. **Contractor/ Agency/supplier/ agency of watch guard is liable to produce a certificate clearly stating that none of the watchman have any criminal background or record.**

16. The watch guard deployed shall regulate incoming and outgoing materials so as to prevent any theft and also shall not allow any unauthorized movement of any goods from or into the **Maharashtra State Institute of Hotel Management and Catering Technology Pune**.
He shall ensure all reasonable measures to maintain the security of goods/building (including the compound & boundary wall of the premises). In case of need, he may contact Principal or any designated officer of **Maharashtra State Institute of Hotel Management and Catering Technology**, Shivajinagar, Pune, Maharashtra 411016 (as the case may be) on phone or call police/fire brigade, if the need arises.
17. Reception and management of Visitors through checks/access control system where ever installed, guide the visitor correctly to the required Office and staff rooms and check the identity of employees/visitors entering the premises as per the policy of the Organization.
18. The Agency shall ensure availability of mobile phone with the watch guard deployed on duty for communicating with the concerned authority in case of any emergency. To receive telephone calls from outside and to transfer the call/communicate the message to the concerned Officials if required, as per the direction of the Officials or his authorized person.
19. The watch guard shall continuously monitor the buildings and facilities, check the area, inform, and assist police/fire brigade in operating firefighting equipment in the time of emergency.
20. Streamlining of transport/ car parking and keeping the way outside and inside the premises/ building free from vehicular congestion.
21. Protection of the property, material, records, documents, equipment, etc. of occupants/ wellness centers and preventing misuse of amenities and common facilities in the buildings.
22. Prevent trespassing / encroachment on the premises of Maharashtra State Institute of Hotel Management and Catering Technology, at 412-A 1, K.M.Munshi Road, Model Colony, Shivajinagar, Pune, Maharashtra 411016.
23. Prevent misuse of water/ electricity by closing stopcock and switching of lights, fans, etc. including monitoring of electric points, switches, lights, AC's, Fans etc.
24. The Watch Guard shall prevent any untoward incidents & report the same to the authorities/ management.
25. The Watch Guard shall assist in the lift operation and open the lift doors (whenever needed) in case of trapping of anybody due to non-functioning of lifts.
26. The Watch Guard shall deposit any missing material/ article found in the premises as per the direction of the appropriate authority.
27. The Watch Guard shall maintain visitor and staff movement record.
28. The Watch Guard shall check the vehicles in the parking area during night shift/holidays/Sundays and make a note of it in the register as per the appropriate authority.
29. The Watch Guard shall check all the fire escapes and keep these clear from any obstructions and check fittings and fixtures, lighting etc. thereof and any discrepancy towards this may be reported to the concerned officials immediately.
30. The Watch Guard shall carry out physical check of floors, lift, etc. at least twice during the working shift and make a note of it in the register as per the direction of the appropriate authority.
31. The Watch Guard shall operate the gate of the vehicle parking entry point on all working days and if need be on holidays.
32. The Watch Guard shall guide/ assist the occupants/visitors in parking their vehicles, shall inform concerned authorities about any burglary or mishap in the premises and assist in taking up with the concerned authorities.
33. The Watch guard (s) shall perform any other task allotted by the Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 authorities management in the overall

interest of the safety of the premises of wellness centers.

34. Scope of work defined above is only illustrative and not exhaustive. The Tenderer has to fulfill the entire requirements described above and elsewhere in the tender document.
35. In case the watch guard services are not found to be satisfactory, Principal, Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 reserves the right to cancel the service from the assigned agency after informing the reasons for the same.
36. The watch guard personnel shall always be in uniform and have proper identity card while on duty. He shall sign his attendance in register for the purpose.

A. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

The bidder must submit his e-bid in two parts as mentioned below:

Envelop 1 :- Called “Technical Bid” containing :- An Envelop

1.1 Earnest Money

The bidders are required to submit through a EMD Demand Draft payable in the name of “Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016” as Earnest Money. The demand draft must be issued by a Nationalized/ Scheduled Bank. The Original EMD Demand Draft should be submitted in the office of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, at Administrative Office of **Maharashtra State Institute of Hotel Management and Catering Technology**, at 412-A 1, K.M. Munshi Road, Model Colony, Pune 411016 in an envelope super-scribed “EMD for the Watch guards e-Tender” before the last date & time of bid submission. The name of the agency & the Tender ID may be written on back of Demand Draft. Bids uploaded by bidders but their EMD/ Bank Draft not received physically in the Office of Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016”, will be disqualified at the time of Bid Opening.

The successful Bidder’s Earnest Money will be discharged upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder’s Earnest Money will be discharged / returned within 30 days after the tender process is over.

1.2 Documents establishing Bidders eligibility (Technical Bid)

A. The following documents should first be self-attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the E- tender as mentioned below:

- a. Copy of EMD/ Demand Draft for the denomination indicated in Para 1.1 above.
- b. Copy of the relevant ownership deeds e.g. Proprietorship/ Partnership Deed or as per clause below in Part 2 (b) i, ii, iii, of the tender document & the note there under. The bidder shall submit full details of his ownership and control, or, if the Bidder is a partnership firm, joint venture, company or consortium, full details of ownership and control of each member thereof. In case of the latter, the authorized representative should be duly authorized by all the Owners/Partners/Executive Director in writing & this document must be uploaded along with the Bid documents.
- i. Bidder/s, as above, shall submit a self-certified copy of PAN card issued to the entity by the Income Tax Dept./ Scanned copy of PAN Card of Proprietor, as the case may be.

These above documents should also be self-attested by the Authorized representative of the Agency. Duly attested copy of registration of the security agency for last Two Years i.e. 2019-20, 2020-21.

The Bidders will ensure that their license remain valid on the date of bid opening and till the end of

the contract period.

- c. Duly attested copy of the valid license for the last two years for 2019-20 & 2020-21 to be submitted by the Agency along with the Technical Bid.
- d. Attested copies of GST registration.
- e. Income Tax Returns for last Two financial years 2019-20 & 2020-21 duly attested by the CA on his letter head. **Quarterly Copies only. Up to the last quarter.**
- f. Attested copies of EPF contribution Returns for last two consecutive years 2019-20 & 2020-21 **Quarterly Copies only. Up to the last quarter.**
- g. Attested copies of Quarterly ESI contribution Returns for last two consecutive years 2019-20 & 20120-21. Kindly Produce only First 3 pages of the total Manpower for which the agency has contributed for ESI and EPF
- j. Bidders/persons authorized for conduct of the business by the owner/proprietors/ partners shall sign on all the pages of the Tender Form. Tenders not so signed are liable to be rejected.
- k. Scanned copy of Declaration of bidder as per Annexure – IV duly signed by the authorized signatory should be uploaded.
- l. Scanned copies of the balance sheets for the last Four financial years **2018-19, 2019-20, 2020-21, 2021-22 out of which any Two years Turn over will be considered** to establish the turnover of the bidder which should be more than 60 lakhs per year.
- m. An undertaking on the letter head of the Firm/Company to the effect that “The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer”. (As per format provided in Annexure - I). Scanned copy of the undertaking to be signed by the authorized signatory.
- n. Copy of affidavit stating that the contract of the bidder, if empanelled earlier, was not terminated by **Maharashtra State Institute of Hotel Management and Catering Technology**, in the preceding three years.
 - **All the documents listed above should be submitted along with the summery sheet.**
 - **Any extra/ additional documents should be submitted with separate summery sheet.**
 - **The bidders should submit all the annextures mentioned in the Tender Document.**

Part 2:- Called “Commercial Bid” which shall contain:- (Commercial Bid)

A. Duly filled prescribed Bid form (Price Bid as per Annexure II)

- a. The Bid is liable to be rejected, if the requisite information / documents have not been furnished as asked for in

Part-1.1 & 1.2.

- b. Individual signing the Bid and other documents must specify whether s/he signs as:
 - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - iii. Constituted Attorney/Authorized Signatory, if it is a company.
 1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.
 2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

B. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 180 days after the date of bid opening prescribed by the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and shall be further extendable by another 30 days at the request of Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016.

C. PERIOD OF CONTRACT

The contract shall initially be for a period of **one** year from the date of the signing of contract. However, the contract is extendable for another year on the same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of **Principal, Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016.

D. RIGHT TO ACCEPT / REJECT ANY BID

The Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016' action.

The Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 doesn't pledge himself to accept the Lowest offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the Guards at the rates quoted.

In case tender is not finalized for any reason, or the contract with the selected bidder is cancelled for any reason, the Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 reserves the right to offer/award the contract to L2 Bidder at the offer of L1. If the Offer is refused by the L2 Bidder, the Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 reserves the right to offer/award the contract to L3 Bidder and so on, **at the offer of L1.**

E. PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Security for an amount equivalent to 5% of the expected business in the form of either a Bank Guarantee, valid for 6 months beyond the term of the contract, issued by a scheduled bank as per format at Annexure – III, or a Demand Draft issued by a Scheduled Bank. The Demand Draft or Bank Guarantee should be favoring “Principal, **MSIHMCT**, Pune. No claim shall be made against Government of Maharashtra / Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 in respect of interest accrued, if any, due on the Performance Security deposit. In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period.

F. CORRUPT OR FRAUDULENT PRACTICES

- (i) **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.
- (ii) In pursuance of this policy, the terms and conditions are set forth as follows:
 - a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and
 - b) “Fraudulent practice” means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 of the benefits of free and fair competition;
- (iii) **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question.
- (iv) **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract in addition to any other action as deemed fit.

G. SUBMISSION OF BIDS

The Bidders will submit all the Bid documents through e-tender portal <https://mhrd.euniwizarde.com>

H. PRICING

The quoted offer shall remain firm and fixed for the entire duration of the contract except for the changes in statutory minimum wages as announced by the Govt. of Maharashtra from time to time.

I. OPENING OF BIDS

Bids shall be opened online through the e-tender portal <https://mhrd.euniwizarde.com>

J. INSPECTION OF BIDDERS' PREMISES

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfillment of eligibility, the premises of bidders may be inspected by a team of officers led by an official of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune for:

- (a) Physical verification of location of the Agency within the limits PUNE city for which the bid has been submitted.
- (b) Verification of original documents of those uploaded earlier during the bid.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Commercial Bid will not be opened.

K. MISCELLANEOUS

- a. Appointed Agency shall attend the meetings fixed by the Authorities as and when called for.

b. **Those Agencies, whose contracts have been terminated by**, Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016, during the last three years on charges of misbehavior with Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 beneficiaries/ officers, non- adherence to the terms and conditions of contract, etc., shall not be considered for engagement. An affidavit that the contract of the bidder (in case the bidder was earlier engaged) was not terminated by Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 in the preceding three years shall be submitted.

**Principal
Maharashtra State Institute of Hotel
Management and Catering Technology,
Pune, Maharashtra 411016**

SECTION-II

Terms and conditions of the Tender:

1. If the last day of receipt of tender is declared a holiday, the tender shall be opened on the next working day at the same time. The Bidders/their authorized representatives may be present at the time of opening of the Tender.
2. Tenders without EMD or incomplete in any respect shall be disqualified.
3. An undertaking as per Annexure I & the Price Bid as per Annexure-II is to be furnished by the Bidder.
4. The EMD from the prospective bidders should reach the office of the Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 before the closing date & time in a sealed envelope. The envelope should be super scribed “Tender for Watch Guards in **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016”, along with a demand draft for EMD/Bid Rs. 29,321/- (Twenty Nine Thousand Three Hundred and twenty one Only) hard copy of DD in favour of “Principal MSIHMCT, Pune” to be submitted to the institute. Successful L1 bidders will be extended an offer for engagement which the Agency will be required to accept within 15 days.
They will also be required to furnish a Performance Security of 5% of the expected contract value for 30 months from the date of award of the contract i.e.5% of Rs. 2932114/- Twenty Nine lakhs, Thirty Two Thousand One Hundred and Fourteen Only (Without Taxation) = So the Performance Bank Guarantee will be 1,46,606/- One Lakh Forty Six Thousand Six Hundred and Six Only..
The EMD/Bid security from the successful bidder shall be returned after receipt of the Performance Security.
The Performance Security may be in the form of a **Bank Guaranty/ Demand Draft**. The Demand draft/Bank Guarantee should be in the name of “Principal, **Maharashtra State Institute of Hotel Management and Catering Technology Pune**”. Performance security should remain valid for a period of six months beyond the completion of the contractual obligations by the Agency.
5. The Bidders should write the name of the Agency/Firm at the back of the EMD Demand Draft / Pay Order.
6. No interest will be payable on the EMD/Bid Security or the performance security.
7. If the Agency fails to perform or neglect any of its obligations under the contract, it shall be lawful for **Maharashtra State Institute of Hotel Management and Catering Technology Pune** to forfeit the Performance Security furnished by the Agency.
8. Any change in the ownership pattern of the contracting agency will not nullify the provisions of the Contract. The contract will devolve on the successor owners.
9. The unsuccessful Bidders can claim refund of their EMD/Bid Security once the Tender Process is over.
10. The Security Agency will ensure that ESI Cards & EPF Passbooks are made available to all the individuals deployed on **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 duty by the Agency.
11. The Agency shall quote only its Service Charges in Annexure II (BOQ), **online** as a percentage of **Minimum Wage Rate** notified by the Govt. of Maharashtra. The Minimum wages rate will include payment towards EPF, ESI & any other mandatory statutory benefits if notified by the Government in future. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 will not pay towards Uniform charges, Relieving charges or washing charges, medicines or medical benefits, etc. Such charges shall be borne by the Contractor/ Agency/supplier/ agency

of watch guard.

12. **Kindly note that 0% Supervisory Charges will NOT be Valid and hence such BOQ will be disqualified.**
13. **TIE BREAKER:** In case of identical Bids by more than one Bidder, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):
 - i. **Turnover of the Bidder:** More the turnover, more the preference
 - ii. **Duration of Establishment:** Longer the period of establishment, more the preference.
14. The payments of charges are subject to revision of **Minimum Wages** for unskilled labour from time to time by the Dept. of Labor Govt. of Maharashtra.
15. **Fall clause: If at any time during the Contract, the Agency reduces its Service Charges for similar contract with any other Organization (Govt./PSU/Banks/Autonomous bodies etc), it shall inform such reduction to the Institute and the amounts payable by the Institute towards such charges shall stand automatically reduced from the date of such reduction.**
16. The guards will be deployed to provide services at **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 functioning under **Maharashtra State Institute of Hotel Management and Catering Technology and Research Society**, Pune, Maharashtra 411016.
17. The contract will be valid for a period of Two years from the date of finalization of the rates. However, it can be extended on mutual agreement of the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and the Agency, provided the Agency delivers satisfactory performance.
18. The Agency selected L1 will be required to furnish fair Contract on Non Judicial Stamp Paper, duly signed by the Authorized representative of the Agency within 15 days of the Offer. Failure to comply shall result in forfeiture of the EMD.
19. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 is not bound to avail the services of the watch guards for the whole one year period. **The Institute may reduce or increase the watch guards as per its requirements during the contract period and the total charges payable will vary accordingly.**
20. The Agency shall be required to submit its Bill (As per format in Annexure -X) for the services rendered within 1st week of the succeeding month, in duplicate. The Bill should be accompanied by a Satisfactory Performance Certificate & Attendance Certificate, duly verified by the concerned authority of MSIHMCT, Pune. The Agency shall also attach lists of the employees deployed on duties, copies of the EPF contribution & the ESI contribution Challans in respect of the employees for the previous month along with the Bill Copies of the Receipt/Challan of the Service Tax shall also be required to be attached.
21. Department will deduct TDS at source, as per applicable rules of Income Tax Act.
22. The Agency shall be responsible for payment of wages, etc. to the deployed watch guards as per prevailing Acts/Orders as applicable to the Govt. of Maharashtra. If any dispute arises between the Agency & the Watch guards employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the Watch guards engaged by it themselves. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 or the Govt. of Maharashtra shall not be a party in any such dispute.
23. The Watch Guards deployed by the Agency will be employees of the Agency only and will have no claim to employment under the Govt. of Maharashtra or the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, whatsoever.

24. In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the performance security forfeited.
25. This requirement of manpower can be increased or decreased. The personnel to be engaged by the agency should fulfill the criteria mentioned in scope of work.
26. Penalty: Monitoring of the levels of quality of the Watch Guard services shall be done on regular basis by officers of the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and in the event of quality of services being found to be unacceptable in any month due to deficiency in the security/ work of watch guard , for lack of manpower, a “Penalty” as detailed below will be levied, to be deducted from the Contractor/ Agency/supplier/ agency of watch guard pending bills/Performance Security:
- (a) In case any of Contractor/ Agency/supplier/ agency of watch guard’s personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of watch guard absent on that particular day shall be levied by the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and the same shall be deducted from the Contractor/ Agency/supplier/ agency of watch guard bills.
- (b) In case any of Contractor/ Agency/supplier/ agency of Watch Guard’s personnel deployed under the contract fails to report in time and Contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point (25) (a) shall be levied.
- (c) In case any public complaint is received attributable to misconduct/misbehavior of watch guard s, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from Contractor/ Agency/supplier/ agency of Watch Guards bill. Further the concerned Contractor/ Agency/supplier/ agency of Watch Guard’s personnel shall be removed from the system immediately.
- (d) In case the Contractor/ Agency/supplier/ agency of watch guard fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 reserves the right to impose the penalty as detailed below:-
- If services are not provided up to the satisfaction of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, a penalty of minor fine of Rs.500/- per day, or a major fine up to Rs. 1000/- may be imposed on the Contractor/ Agency/supplier/ agency of watch guard / Agency/supplier/ agency of watch guard depending on the objective criteria as above; and, in special conditions regarding Compliance of Labor Laws.
- The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor/ Agency/supplier/ agency of watch guard. The Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 reserves the right to forfeit a part or whole of the performance Bank Guarantee or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the Contractor/ Agency/supplier/ agency of Watch Guard, verbal or written. The Contractor/ Agency/supplier/ agency of watch guard or his employees will not be allowed to take out any item without the explicit written authority of the Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016.
27. Any legal dispute arising out of or in respect of the contract will be dealt under Pune legal jurisdiction.
28. The Contractor/ Agency/supplier/ agency of watch guard will maintain all records and registers ready and may be produced to Labour dept. Provident fund, E.S.I. or any other statutory body on demand.

29. The Agency/ supplier/ agency of watch guard will not engage Sub Contractor or transfer the contract.
30. The Firm/Agency/ supplier/ agency of watch guard awarded the tender will be liable to pay compensation of losses occurring out of damage/theft at Maharashtra State Institute of Hotel Management and Catering Technology, Pune through negligence (or otherwise) of its employees.
31. Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 will not be held responsible in case of any physical harm, death or injury while on duty to the Watch Guards deployed; and, any compensation will be provided by the watch guard Agency.
32. The Agency will ensure that the personnel engaged have clearance from Police Authorities within one month of the tender.
33. The agency will ensure that the Guards wear Uniform and name plate while on duty.
34. If information furnished in the Tender Form is found incorrect, the Tender will be rejected/cancelled forthwith, the Agency will be blacklisted for two years & the EMD/performance security submitted shall be forfeited.
35. Tender documents uploaded incomplete in any respect or without EMD shall be summarily rejected.

Principal
Maharashtra State Institute of Hotel of
Management and Catering Technology, Pune,
Maharashtra 411016

SECTION – III

1.0 SPECIAL CONDITIONS & COMPLIANCE OF LABOUR LAWS:

1. The Contractor/ Agency/supplier/ agency of Watch Guard shall at his own cost comply with the provision of Labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation to the followings:
 - a) The Minimum Wages Act, 1948 Rules and orders issued there under from time to time.
 - b) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications issued there under from time to time.
 - c) The Payment of Gratuity Act, 1972 with rules, orders and Notifications issued there under from time to time.
 - d) The Mines Act, 1952, The Factories Act, 1948 or the Shops and Establishment Act, whichever is applicable with Rules, orders and issued there under from time to time.
 - e) The Payment of Bonus Act, 1965 with Rules, orders and Notifications issued there under from time to time.
 - f) The Payment of Wages Act, 1936 with rules, orders and Notifications issued there under from time to time.
 - g) The Employees Provident Fund & Miscellaneous Provisions Act, 1952 with Notifications issued there under from time to time.
 - h) The Employees State Insurance Act, 1948.
 - i) The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979 and Central Rules framed there-under.
 - j) All other Acts/Rules/Bye-laws; orders notifications, etc., present or future applicable to the Contractor/ Agency/supplier/ agency of watch guard from time to time for performing the contract job.
- 2.0 **All employees of the Contractor/ Agency/supplier of watch guard shall be employees of the Contractor/ Agency/supplier/ agency of watch guard only and NOT of the Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 will not have any liability to absorb them at any point of time nor can they claim any right for employment in Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016.**
- 3.0 The Contractor/ Agency/supplier/ agency of watch guard Watch Guard shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- 4.0 The Contractor/ Agency/supplier/ agency of Watch Guard shall submit the EPF code number obtained from the authorities concerned under the Employees provident Fund and Miscellaneous Provisions Act, 1952.
- 5.0 The Contractor/ Agency/supplier/ agency of Watch Guard shall maintain all records/registers required to be maintained by him under various Labour laws mentioned above and produce the same before the Statutory Authorities when required.

These shall among other things include the following:

 - i. Muster Roll
 - ii. Register of Wages
 - iii. Register of Deductions
 - iv. Register of Fines
 - v. Wage Slip
 - vi. Register of Advances
- 5.1 The Contractor/ Agency/supplier/ agency of Watch Guard shall also submit periodical reports/returns to the

various statutory authorities such as the Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, etc.

6. The Contractor/ Agency/supplier/ agency of Watch Guard shall provide Kits/Liveries to his employees, if any, required under law.
7. It shall be ensured that all deployed personnel are paid wages not less than the minimum wages declared by Govt. of Maharashtra.
8. If any of the persons engaged by the Contractor/ Agency/supplier of watch guard misbehaves with any of the officials of the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 or any beneficiary of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, or commits any misconduct with regard to the property of the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 or suffers from any serious communicable disease, the Contractor/ Agency/supplier/ agency of Watch Guard shall replace them immediately.

In case Authority of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 feel that the conduct of any of Contractor/ Agency/Supplier/ Agency of Watch Guard's employees is detrimental to the interests of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, the Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 shall have the unqualified right to request for removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job. The Contractor/ Agency/Supplier/ Agency of Watch Guard shall comply with any such request to remove such personnel at Contractor/ Agency of Watch Guard's expense unconditionally.

The Contractor/ Agency/Supplier/ Agency of Watch Guard will be allowed a maximum of two working days to replace the person by competent qualified person at Contractor/Agency/ Supplier/ Agency of Watch Guard's cost.

9. The Contractor/ Agency/supplier/ agency of watch guard shall not engage/employ persons below the age of 18 years.
10. The Contractor/ Agency/supplier/ agency of Watch Guard shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 for record.
11. The Contractor/ Agency/supplier/ agency of Watch Guard shall deploy one **Supervisor/Facility Manager/Liaison Officer** to manage the deployment of persons engaged under the Contract in **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and to ensure proper working & for day to day liaison work with the facility Principal or designated officers of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 shall not be liable to pay for their services.
12. The Contractor/ Agency/supplier/ agency of Watch Guard shall get the antecedents of the persons engaged by him verified from police station concerned and produce a certificate in this regard to **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 and also obtain entry passes, gate passes (if applicable) for the person deployed by him for work from the concerned department of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune,

Maharashtra 411016 through section in charge.

13. The Contractor/ Agency/supplier/ agency of Watch Guard shall pay wages directly to his workmen through electronic payment mode/ by cheque payment. He will ensure that all the personnel deployed have proper Bank accounts in the Scheduled banks. The Contractor/ Agency/supplier/ agency of Watch Guard shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the employee's wages.
 - (i) The Contractor/ Agency/supplier/ agency of Watch Guard shall ensure that the deployed manpower stays in the facility for eight hours during the shift.
 - 13 (ii) In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the performance security forfeited.
 - (ii) The Contractor/ Agency/supplier/ agency of Watch Guard shall be responsible for payment of wages etc. to the deployed personnel as per prevailing Acts/Orders as applicable issued by the Govt. of Maharashtra. If any dispute arises between the Agency & the personnel employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 or the Govt. of Maharashtra shall not be a party in any such dispute.
14. The Contractor/ Agency/supplier/ agency of Watch Guard shall provide necessary insurance coverage to his workmen engaged in the execution of his contract so as to hold the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 NON LIABLE for any act from Contractor/ Agency/supplier/ agency of watch guard workmen in case of any accident / mishap including death. The insurance cost of personnel working for the Contractor/ Agency/supplier/ agency of watch guard at the site shall be borne by the Contractor/ Agency/supplier/ agency of watch guard
15. The Contractor/ Agency/supplier/ agency of watch guard may provide the Group Insurance Scheme of LIC or any other Insurance agency for his workmen.
16. The Contractor/ Agency/supplier/ agency of Watch Guard shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The Contractor/ Agency/supplier/ agency of Watch Guard shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.
17. Contractor/ Agency/supplier/ agency of Watch Guard shall provide proper numbered photo identification cards to his employees to be deputed by him for work, duly signed by the Contractor/ Agency/supplier/ agency of watch guard
18. The personnel deployed by the Contractor/ Agency/supplier/ agency of watch guard for job shall meet the following requirements:
 - i) Should be medically fit for the job, duly certified from time to time, this is liable to be cross checked by Officials of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, if required.
 - ii) Should possess good conduct and discipline.
19. The requirement given in the scope of work is only indicative. **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 reserves the right either to increase or decrease it as per requirement. The decision of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 authorities in this regard shall be final and binding on the Contractor/ Agency/supplier/ agency of Watch Guard/ Agency/supplier/ Watch Guard.

20. On receipt of work order the Contractor/ Agency/supplier/ agency of watch guard / Agency/supplier/ agency of Watch Guard shall have to enter into Agreement with Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 in which one of the Clauses would be arbitration clause as per the arbitration Act, which will be enforceable by either party in case of any dispute arising out of the work order.
21. In Case any Contractor/ Agency/supplier/ agency of watch guard wishes to exit from contract, he will give notice of **ONE** months prior to such exit, failing which whole of Performance Security Guarantee will be forfeited along with deduction of an amount equivalent to one month payment from pending Bills and the Contractor/ Agency/supplier/ agency of watch guard will be barred from bidding in **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 Pune or outside Pune.

22. LAWS GOVERNING THE CONTRACT

- a. This contract shall be governed by the laws of India.
- b. The courts of Pune only shall have jurisdictions to decide any dispute arising out of or in respect of the contract.

Section IV

1.0 PAYMENT PROCEDURE:

- 1.1 The Contractor/ Agency/supplier/ agency of Watch Guard shall submit monthly bills to the office of Principal **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016, as per proforma in Annexure - X with the following documents for verification and payment:
 - i) Proof of deposition of statutory levies like EPF/ESI etc. (with a list of individual names and amount deposited in their accounts.
 - ii) Proof of ECS/Cheque payment to his personnel for the jobs completed during the previous month.
 - iii) Performance & Evaluation reports duly signed by the concerned authority of the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016.
- 1.2 The bills are to be addressed to the respective Principal, **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016.
- 1.3 TDS shall be deducted at source at the time of payment to the Contractor/ Agency/supplier/ agency of watch guard as per the provisions of the Income Tax Act as applicable.

2.0 Performance & Payment:

- A. The monthly payment shall become payable only if the service performance as measured by the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 is found satisfactory, utilizing the “Feedback Mechanism” instrument at **Annexure V, signed by the respective of Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016. The feedback instrument for measuring the quality of services must be at least satisfactory for release of payment of the month in question.
- B. The Contractor/ Agency/supplier/ agency of Watch Guard shall submit his bills to the **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016 by 10th of every month with all the documents specified in Payment Procedure 1.1 above along with the consolidated monthly Performance report duly verified and signed by Principal or the concerned authority of **Maharashtra State Institute of Hotel Management and Catering Technology**, Pune, Maharashtra 411016

**Principal
Maharashtra State Institute of
Hotel Management and Catering Technology,
Pune, Maharashtra 411016**

ANNEXURE-I

BID SUBMISSION PERFORMA/UNDERTAKING

(To be typed on Letterhead of Bidder Agency)

Tender No.

The Principal
**Maharashtra State Institute of
Hotel Management and Catering Technology,**
Pune, Maharashtra 411016 Pune

Dear Sir,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the Service charge given in the said schedule and agree to hold this offer open till _____(Date).

2. I/We have understood and complied with the “Instructions to Bidders”, the “General Terms and Conditions” of the tender document and the all the Annexures thereto; and, have thoroughly examined and complied with the specifications, drawings, Special Conditions of Contract and/or pattern and am/are fully aware of the nature of the service required; and undertake to accept the same for providing services and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of Bidder Address

Dated

Signature of witness Address

Dated

Note: Duly signed form should be uploaded online along with other bid documents.

ANNEXURE – III

PERFORMANCE SECURITY FORM (PSF) (For an amount of 5% of the expected business in respect of Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 allotted to the bidding fir/ company for providing Watch guards

To,
Principal
**Maharashtra State Institute of
Hotel Management and Catering Technology,**
Pune, Maharashtra 411016

WHEREAS _____(Name of successful bidder) hereinafter called
“Successful Bidder” has undertaken, purchase Contract No.
dated, _____ 2022 to
_____(Description of Services) hereinafter called “the Contract” in pursuance of
Tender Document dated _____ issued by _____.

AND WHEREAS it is one of the terms of the tender document that the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder’s performance obligations in accordance with the contract. AND WHEREAS we have agreed to give guarantee for the successful bidder. THEREFORE WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs _____/Rupees _____ only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee.

You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of six months beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of **2022** at

By:

SIGNED, SEALED AND DELIVERED For and on behalf of (Name of the bank)

(Signature)

(Name :)

(Designation:)

(Address:)

ANNEXURE – IV

EMPANELMENT OF AGENCY FOR PROVIDING WATCH GUARDS

Maharashtra State Institute of Hotel Management and Catering Technology, Pune,
Maharashtra 411016

From:

Complete address of the bidder
with Phone/ Fax, Mobile No & E-mail Address.

Declaration of Bidder

(To be given on letterhead of the agency)

To:

The Principal

**Maharashtra State Institute of
Hotel Management and Catering Technology,**
Pune, Maharashtra 411016 (Name & Address of the Zone)

Dear Sir,

1. I / We hereby offer to provide Watch Guards to **Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016** as indicated in the Bid notice, you may specify in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till _____ {date} __. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of work and my / our offer is to meet the conditions strictly in accordance with the requirements of Maharashtra State Institute of Hotel Management and Catering Technology, Pune, Maharashtra 411016 ,
4. My / our Office is situated within Pune.
5. My / our firm has not been convicted by Any Ministry/Department/Statuary Institution or Authorities and no case is pending in the Court of Law.

SIGNATURE OF BIDDER NAME

DATE: .../.../.....

ADDRESS:

Annexure X

FORMAT OF BILL

Bill No:

Date:

Name of the Firm Address

To

The Principal

**Maharashtra State Institute of
Hotel Management and Catering Technology,
Pune, Maharashtra 411016**

Bill for the Month of _____ for Watch Guard services at
**Maharashtra State Institute of
Hotel Management and Catering Technology,
Pune, Maharashtra 411016**

S. No.	No. of Personnel	No. of days worked	Gross Remuneration
1.			
2.			
3.			
4.			
5.			
6.			
7.			
		Total	
		(+) Service Charge	
	Grand Total		

Amount in words _____

Authorized Signatory

Annexure-XI

CONTRACTOR/ AGENCY/SUPPLIER/ AGENCY OF WATCH GUARDS PAST SERVICES EXPERIENCE PROFORMA

S. No.	Name & Address of The Client	Period from	Description of Services successfully Completed	Remarks, if any
		_____to _____		
1				
2				
3				
4				

Signature/Seal of the Contractor/ Agency/supplier/ of watch guard

- NOTE- COPIES OF WORK ORDERS & WORK COMPLETION CERTIFICATES FROM CLIENTS MENTIONED ABOVE SHOULD BE UPLOADED ALONG WITH THIS PERFORMA.