

TENDER DOCUMENT

for

**Providing Mechanized Sanitation and Housekeeping Services
in HIPA Complex, Fairlawns, Shimla-171012.**

No. HHCS-Cleanliness/2012-15-147,

Dated: 28-09-2015,

1. Name and full address
of the party to whom
Tender form is sold/issued.
2. Earnest Money: Rs.5,000/-(Rupees five thousand) only. Demand
Draft No.dated.....
In favour of President, HIPA Hospitality Cooperative
Society, Fairlawns, Shimla-171012.
3. Cost of Tender Document: Rs.300/-(Rupees three hundred) only deposited
Receipt No _____ dated _____
4. Due date for receipt of Tender Document: 19.10.2015 till 11.00 AM
5. Due date for opening of Tender Document: 19.10.2015 at 3.00 PM

Sealed Tenders are hereby invited from the reputed Contractors /Companies/
Cooperative Societies/NGOs having minimum 3 years experience in mechanized
cleanliness and housekeeping in Hospitals, Hostels, Hotels etc. for cleanliness and
housekeeping of HIPA Complex for a period of one year on contract basis

The tenders should reach of the office of undersigned on or before 19.10.2015 at
11.00 AM and same shall be opened on the same day at 3.00PM in the presence of the
tenderers or their representative who wish to be present at the time of opening of tenders.
In case of any doubt, the same may be got clarified from the CEO or Manager of the
Society, by visiting the office on any working day or on Mobile No. **94596 64850** and
9418481981 respectively.

The tenderer shall furnish the officer in two separate envelopes clearly
mentioning "**Technical Bid**" (envelop No. 1) and "**Financial Bid**" (envelop No. 2) and then
both the envelopes be kept in one sealed cover indicating "**Tender for Mechanized
Cleanliness and Housekeeping Services in HIPA Complex, Fairlawns, Shimla-171012**".

The detail of experience/eligibility criteria and documents to be supplied for
evaluation of Technical Bid and Financial Bid are enclosed vide Annexure-A and Annexure-
B. The detail of scope of work and term and conditions is given at Annexure-C and
Annexure-D enclosed.

The successful tenderer has to execute a bond of undertaking for compliance
of all the provisions of Minimum Wages Act, 1948, EPF Act, Contract Labour Act, 1970,
ESI, EDLI etc. and providing quality service before award of the work/contract. A specimen
of the same is also enclosed vide Annexure-E.

**Director-cum-President,
HIPA Hospitality Cooperative Society,
Fairlawns, Shimla-171012.**

TECHNICAL BID**Experience /Eligibility criteria**

Detail of documents to be supplied for evaluation:

Sr. No.	Criteria (minimum requirement)	Documents to be supplied	Whether attached or not
1	Working Capital: Average Turnover Rs. 5.00 lakh to 10.00 lakh per year).	Balance Sheets duly audited by the C.A for the financial years ending 31.03.2015 be supplied.	
2	Experience: Minimum 3 years' experience.	Experience of Mechanized cleanliness and Housekeeping / Sanitation in Hospital/Hotels etc.	
3	Statutory obligation		
	(i) Income Tax Returns for last Three years	Attach photo copy of ITRs filed. I.T.R. should have been filed by the firm not individual.	
	(ii)Registration under EPF	Attach proof.	
	(iii) Registration under Service Tax	Attach proof.	
	(iv) Income Tax PAN	Attach proof.	
	(v)Registration under Labour Laws and ESI	Attach proof.	
4	Machinery and Equipments.	Detail of machinery and equipments available with the firm/Society/ NGO be supplied	
5	Manpower	List of workers working with the firm/organization be supplied.	
	Grand Total		

Note: (i): The financial bid of that firm/NGO/Organization/Society will be opened who qualifies in Technical bids.

Note :(ii): Minimum requirement of manpower is 8 persons a day.

Detail of minimum requirement of material and equipments for cleaning and sweeping of H.P. Institute of Public Administration Complex, Fairlawns, Shimla-171012

Sr. No.	Name of Machinery and Equipment	Quantity
1.	Vacuum Cleaner	3 Nos.
2.	Mirror Cleaning equipment with long handle	7 Nos.
3.	Brooms with solid handles	7 Nos.
4.	Wiper (Floor cleaner) with long handle	7 Nos.
5.	Dust bins/buckets carrying garbage	7 Nos.

FINANCIAL BID

Detail of Salary/wages of workers, cost of material used for cleaning and sweeping work , service tax and profit elements etc.

Sr. No.	Particulars	Amount (in Rs.) per month
1	Salary of worker (not less than Rs. 180/- per day or as notified by the Govt. for daily wagers under Minimum Wage Act) as per minimum requirement.	
2	Cost of cleaning and sweeping consumables such as metal cleaner, mirror cleaner, Brooms, Cleaning Detergents/Soaps, antiseptic/insecticides material, Phenyl, flush cleaning material, odonil, room fresheners etc.	To be Provided by HIPA
3	Charges of other non recurring cleaning material such as Floor scrubbing machine, Vacuum cleaner, Garbage disposal bag/buckets etc. on pro rata basis.	
4	Profit element	
5	Total	
6	Service Tax	
7	Grand Total (Rupees _____)only	

Signature

Seal of firm/NGO/Organization.

- Note: (i) The rates should be quoted and signed by the responsible/authorized person of the tenderer.
- (ii) The rates must be mentioned in figures as well as in words.
- (iii) The contractor shall have to ensure invariably minimum wages, EPF and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time.
- (iv) The bidders not having EPF number or any other statutory requirement such as Registration under Labour Laws, ESI, Service Tax, can also participate in the tendering process but if such bidder is awarded the contract being qualified in Technical Bid and Financial Bid, he shall have to furnish EPF registration number and other statutory requirement(as above) within one month from the date of award of contract failing which his contract shall stand terminated automatically and offer shall be afforded to 2nd lowest bidder standing on the panel.
- (v) Successful bidder has to submit an undertaking on a Non Judicial stamp paper of Rs.10.00 duly attested by the Executive Magistrate on the format enclosed at Annexure "D" to abide by the provisions of various Labour Acts & Rules and for providing good quality services to the HIPA Hospitality Cooperative Society, Fairlawns, and Shimla-12.

SCOPE OF WORK

(1) Block “A”

- (i) Residential area (outside the buildings) of HIPA Campus (below Dhalli -Mashobra road to HIPA Parking) and the entire area of HIPA Parking.

(2) Block “B”

- (i) Reception Hall/Class room including toilet,
- (ii) Lounge,
- (iii) Billiard room,
- (iv) Ivy room
- (v) Circuit House,
- (vi) Silver Moon class room,
- (vii) Administration Block (staff rooms)

(3) Block “C”

- (i) Director’s room including retiring room, PA’s rooms and toilets,
- (ii) I.T. Center,
- (iii) Sevotam Class room,
- (iv) Faculty rooms and staff rooms including toilets,
- (v) Library room including toilets,
- (vi) All stairs leading to and between above rooms.

(4) Block “D”

- (i) All rooms and toilets of Dhauladhar Guest House/Hostel,
- (ii) All stairs leading to Dhauladhar Guest House,

(5) Block “E”

- (i) Administration Block (Faculty rooms) including toilets,
- (ii) Main Conference Hall including toilets,
- (iii) Sun Room (class room), including all stairs leading to Sun room,
- (iv) Open space /passages in front of Admn. Block and main conference hall,

(6) Block “F”

- (i) All rooms and toilets of Kailash Guest House
- (ii) Path and all stairs leading to Kailash Guest House.
- (iii) Open space in front of Kailash Guest House.

(7) Block “G”

- (i) Chander Tal Guest House.
- (ii) Suraj Tal Guest House.
- (iii) Lawns of HIPA and its peripheries.

(8) Cleaning services

- (i) Daily service,
- (ii) Weekly service,
- (iii) Fortnightly service,
- (iv) Monthly service,
- (v) Six monthly service,
- (vi) Contingency Service,
- (vii) Material service.

(i) **Daily Service:** General Sweeping, cleaning and mopping of all the areas mentioned in Blocks "A" to "G" should be done as per timing given below:

Sr. No.	Area	Timing
1	All office rooms and class rooms including toilets	8.00 AM to 9.30 AM
2	All Guest Houses and Hostel rooms	8.00 AM to 10.00 AM
3	HIPA Parking place	9.00 AM to 9.30 AM
4	All corridors, stairways and peripheries	9.00 AM to 10.00 AM
5	Cleaning and dusting of all office and class room furniture and mirrors.	8.00 AM to 9.30 AM
6	Lawns of HIPA	9.30 AM to 12.30 PM
7	Residential areas of area (outside the buildings) of HIPA staff	9.30 AM to 11.30 AM

(ii) **Weekly service:**

Sr. No.	Area	Timing
1	Cleaning of Window panes of all complex building	8.00 AM to 9.30 AM
2	Vacuum leaning of all carpets and other floor coverings in offices, Guest Houses and Hostel rooms	8.00 AM to 10.00 AM
3	Cleaning/Polishing of Brass items	8.00 AM to 9.30 AM

(iii) **Fortnightly service:**

Sr. No.	Area	Timing
1	Dusting of ceilings wall of all office rooms, class rooms, Hostel and Guest Houses.	8.00 AM to 9.30 AM

(iv) **Monthly service:**

Sr. No.	Area	Timing
1	Dusting of ceilings of all office rooms, class rooms, Hostel and Guest Houses.	8.00 AM to 9.30 AM

(v) **Six monthly service:**

Sr. No.	Area	Timing
1	Cleaning of all water tanks including main storage tank and underground tanks.	10.00 AM to 4.30 AM

(vi) **Contingency service:**

Sr. No.	Area	Timing
1	Special cleaning of conference hall, class rooms, stairs and lawns of HIPA complex on the occasion of visit of VVIPs/organization of National level workshops.	8.00 AM to 9.30 AM or one day before such event.

(vii) **Material service:** It shall be the responsibility of service provider to arrange for all machinery and equipments and consumable articles by HIPA to be used for cleaning and sweeping of HIPA complex such as Vacuum cleaners, floor scrubbing machines, brooms, dusters, mops, brushes, detergents, washing powers, liquid soap or cakes, phenyls, odonil, room fresheners, garbage buckets, and other material required in toilets and bathrooms. These articles should be of good quality and products of the reputed firms

In addition to all terms and conditions/standard operating procedure for cleaning mentioned above, any modifications issued by the authority from time to time will have to be followed by the Contractor. The workers of the contractor shall also follow the directions of the Chief Executive Officer during working hours with regard to cleanliness of HIPA complex.

TERMS AND CONDITIONS

1. The tenderer have to furnish earnest money deposit of Rs.5,000/-(Rupees five thousand) only in the shape of Demand Draft payable at Shimla Branch from Nationalized Bank or H.P. State Cooperative Bank in favour of Chief Executive Officer, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 along with Technical Bid which will be refunded on the completion of tender process.
2. No interest will be paid on earnest money deposit remaining with the Society till the completion of tender process.
3. The successful bidder shall have to deposit a sum of Rs.50,000/-(Rupees fifty thousand only) in the shape of FDR duly pledged in the name of President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 as Security amount immediately after the completion of tender process. The FDR will be refunded to him on the successful completion of contract.
4. The panel of contract shall be valid for 90 days.
5. The successful bidder, to whom the contract has been offered, if, not responded in stipulated period, the offer shall stand cancelled and the work will be awarded to the next lowest one.
6. Any direct or indirect attempt to influence for negotiation on the part of a tenderer with the authority to whom tender has been submitted or the tender accepting authority before finalization of tender process shall render the tenderer liable for exclusion his tender for the consideration.
7. The President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 reserves the right to reject any or all the tenders without assigning any reason thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the tender.
8. Only valid and viable tender will be accepted for considered.
9. Tenders having cuttings and poor writings (not legible) shall not be accepted for consideration. Cuttings and over writings in tender, if any, should be attested by the authorized person submitting the tender, failing which it will be rejected straight way.
10. Decision of the President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012, with regard to determining the quality of work/service rendered by the contractor, shall be final and shall be acceptable to the contractor. The contractor shall therefore be bound to rectify the defects pointed out by the President without any extra payment. The President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 reserves the right to get the work/services so rejected, executed from the other persons at his level at the risk and cost of the contractor after giving him notice in writing and the expenditure on this account shall be recovered from the contractor by adjusting from his dues or debiting the same to his performance guarantee/security amount.
11. The contract shall be initially for a period of one year. It can be extended for another one year, if required, subject to satisfactory performance of the contractor which will be adjudged by the President of the Society on the basis of service rendered by the contractor.
12. The HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 shall not be in any manner concern with the internal affairs of the tenderer/contractor that may be regarding dispute with workers engaged by him or dissolution etc. or any affairs concerning with third party, that the tenders/contractor may having.

13. Failure to comply with the contract obligations of the tender will lead the contractor liable for blacklisting for future contract in HP for 3 years and performance monthly/Security Deposit shall be forfeited to the Society.
14. Any dispute with employer and contractor will be subject to jurisdiction of Shimla only. In the case of any dispute with employer and contractor, the same shall be referred for arbitration to the Secretary (Training) to the Govt. of HP, Shimla-171002 (HP) or any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.
15. In case, a gazette holiday is declared on the scheduled date of opening of the tenders, the tenders will be received up to 11.00 AM on next working day and will be opened at 3.00 PM on that day.
16. In case of any loss to the property of the Society by the workers of the contractor/tenderer, the contractor is responsible for the same and he has to make good the loss immediately failing which the same may be recovered from his dues or by en-cashing the security amount.
17. Each page of tender document must be signed by the tenderer along with seal of the Company/Firm/Society or NGO.
18. The contractor shall have to engage a minimum of eight (8) persons for whole day work in a month. Providing of paid off or leave reserve worker shall be the responsibility of the contractor concerned and no extra payment shall be made on this account.
19. For the proper identification of the persons so deployed, proper identity cards will be issued to them by the contractor giving full details (name, parentage and full address) of the persons to the Society. The workers will display the identity cards so issued to them during the performance of their duty in HIPA complex. The persons not having proper identity cards will not be allowed to enter the main gate of HIPA complex.
20. The persons deployed by the contractor for the cleanliness work shall be the employees of the contractor for all intents and purposes. There shall be no relationship of the employer and employee between the HIPA Hospitality Cooperative Society and the workers either implicitly or explicitly. The contractor will ensure that the employees are medically fit and free from communicable diseases. The antecedents of the persons to be provided by the contractor shall be got verified from the appropriate authority by the contractor at his own level and a copy of the same will be supplied to the Society by the contractor.
21. The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues which the contractor is liable to pay under various Labour Acts, Rules and other statutory provisions.
22. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed by him under law namely Minimum Wages Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act etc. and provide quality services to the Employer (Society). For this purpose he shall have to submit an undertaking on the non-judicial stamp of Rs. 10.00 (Rupees ten only) duly signed by the Executive Magistrate 1st Class on the format attached as Annexure- "C".
23. The contractor shall be responsible for strictly adherence of the provisions of Central/State Acts or the regulations as well as in respect of the terms and conditions of the contract. He shall be liable for deduction of TDS and other taxes as per the provisions of the various Acts.

24. The contractor shall take all precautions to prevent any unlawful acts or disorderly acts of his employees so deployed and for the maintenance of peace and protection of properties of the Institute/Society. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties or indulge in any unlawful act or disorderly conduct, the contractor shall remove such employee immediately on the report the Society.
25. In the event of any injury of mishap or illness of any worker while performing the duty, the President or the Chief Executive Officer, HIPA Hospitality Cooperative Society (Regd.) Fairlawns, Shimla-12 shall not take any liability for payment of expenses for treatment or any compensation. The whole responsibility rest with the contractor.
26. The contract may be terminated in any of the following contingencies:
- (i) On the expiry of the contract period if not otherwise extended further.
 - (ii) Giving notice of one month, in case performance of the workers not found satisfactory.
 - (iii) In the event of breach of any of the terms and conditions of the contract from either side by giving one months' notice.
 - (iv) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).
 - (v) In the event of the contractor being declared insolvent by the Court of Law.
 - (vi) During the notice period for termination of the contract in the situation mentioned above, the contractor shall keep on discharging his duties as before till the expiry of the notice period.
27. The Institute/Society will provide one room to be used for residential purpose by the employees of contractor.
28. In the case of exigencies arising due to death, infirmity, insolvency of the contractor or for any other reasons or circumstances, the liabilities of the contract shall be borne by the following terms and conditions and The President, HIPA Hospitality Cooperative Society (Regd.) Fairlawns, Shimla-171012 may further think proper in public interest or revoke the contract namely:
1. Legal heirs in case of sole proprietor.
 2. The next partner in the case of firm, Directors in the case of of company or the Vice President of Secretary in the case of Society/NGO, otherwise the President, HIPA Hospitality Cooperative Society (Regd.) Fairlawns, Shimla-171012 reserve the right to settle the matter according to the circumstances of the case as he may think proper.
29. No party shall be allowed to be represented by a lawyer during any investigations, enquiry, dispute or appeal.
30. The terms and conditions mentioned in this tender document shall be binding and operative between the tenderer and the Society.
31. The contractor agreement on the terms and conditions given above will be signed by both the parties on Non Judicial stamp paper of the relevant value.

**President,
HIPA Hospitality Cooperative Society,
Fairlawns, Shimla-171012**

(An undertaking on Rs.10.00 Non Judicial Stamp Paper duly attested by the Executive Magistrate)

BOND/UNDERTAKING TO BE EXECUTED BY A CONTRACTOR

KNOW ALL MEN by these presents that I, _____ son of Shri _____
resident of Village _____ P.O. _____ Tehsil _____ District
_____ proprietor/M.D./ of _____
(hereinafter referred "the authorized signatory of
Firm/Company/NGO/Society) do hereby bind myself and heirs, executors and administrators that :

1. I/We shall abide by the terms and conditions of the Contract of cleanliness and housekeeping work of HIPA Complex as prescribed by the President, HIPA Hospitality Cooperative Society, Fairlawns, Shimla-12.
2. I/We shall abide by the provisions of Minimum Wages Act, 1948 and shall ensure the compliance of the provisions of the said Act invariably.
3. I/We bound to open Bank Account of each worker engaged by me/us under the "Sanitation & Housekeeping" contract of HIPA Complex, Fairlawns, Shimla-171012 and shall disburse their salary through these accounts. I/we also understand that a penalty of Rs.25,000/-(Rupees twenty five thousand)only shall be imposed upon me by the Present, HIPA Hospitality and Cooperative Society, Fairlawns, Shimla-171012, if I/we have not disbursed the salary to the workers through their bank accounts before 7th day of the following month or release of salary contrary to the Minimum Wages Act 1948.
4. I/We shall abide by the provisions of EPF Act, Contract Labour Act, 1970 and shall provide all the benefit i.e. Bonus, ESI, EDLI Gratuity etc. where applicable to all the workers engaged by me/us to discharge contractual obligation.
5. The decision of Chairman (Labour Commissioner) with reference to the labour welfare or labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter and spirit.
6. I/We undertake that I/we have to provide quality services to the President, HIPA Hospitality Cooperative Society, Fairlawns, Shimla-12 during the whole term of contract by providing quality/branded consumables of only ISI marked detergents/cleaning /antiseptic/insecticides/garbage bags and material and equipments. In case it become necessary to use any other detergents/cleaning material/antiseptic/insecticides materials, prior permission from the President, HIPA Hospitality Cooperative Society, Fairlawns, Shimla-171012 shall invariably be obtained.

NOW THE CONDITION OF THE ABOVE WRITTEN OBLIGATION IS THAT in the event of my/our failing to abide by the terms and conditions of the Contract of cleanliness and housekeeping services to HIPA Complex or provisions of EPF Act, Contract Labour Act etc. or quality services to the Employer (hereinafter called the President, HIPA Hospitality Cooperative Society, Fairlawns, Shimla-12), I/we shall forthwith pay to the Employer on demand a sum of Rs.50,000/-(Rupees fifty thousand)only on account of compensation for breach of contract agreement and inconvenience faced by the Employer on this account.

The Bond shall in all respects be governed by the laws of India for the time being in force and the rights and liabilities hereunder shall, where necessary, be accordingly determined by the appropriate Courts in India.

Signed and dated this _____day of _____two thousand and twelve in the presence of:

Witnesses:

Signature of the Contractor with seal