

HIPA HOSPITALITY COOPERATIVE SOCIETY (Regd.) Fairlawns, Shimla-171012.
TENDER DOCUMENT

for
Providing Manpower of (as skilled labour) Driver in HIPA, Fairlawns,
Shimla-171012.

No. HHCS-Estt. Appointment/2011-

Dated: 18-07-2018

1. Name and full address
of the party to whom
Tender form is sold/issued.....
.....
2. Earnest Money deposit: Rs.10, 000/- (Rupees Ten thousand) only. Demand Draft
No.....dated.....drawn
at..... In favour of President, HIPA Hospitality
Cooperative Society, Fairlawns, Shimla-171012.
3. Cost of Tender document: Rs.300/- (Rupees three hundred) only deposited
4. In case the tender document downloaded from our website, the tenderer shall
be allowed to pay cash/Demand draft in favour of Director-cum-President HIPA,
worth Rs. 300/-at the time of submission of tender.
5. Due date for receipt of Tender Document : 07.08.2018 till 11.00 AM
6. Due date for opening of Tender Document: 07.08.2018 at 3.00 PM

Sealed Tenders are hereby invited from reputed leading and resourceful registered/licensed firms having 3 years experience in providing drivers to the offices of state/Central Government/PSU/reputed private sector, in HIPA for a period of one year on minimum wages fixed by the HP Govt.

The tenders should reach the office of the undersigned on or before 07.08.2018 at 11.00AM 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 any doubt, the same may be got clarified from the CEO of the Society, by visiting the office on any working day or on phone no. **0177-2734683.**

The tenderer shall furnish the offer 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 Providing Manpower of (as skilled labour) Driver in HIPA, 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 term and conditions is given at Annexure-C and bond/undertaking at Annexure-D enclosed.

The 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-D.

The successful bidder has to sign the contract agreement also.



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

Technical BID
Experience/Eligibility criteria

Detail of document to be supplied for evaluation:-

Sr. No.	Criteria (Minimum Requirement)	Document be supplied	Whether attached or not
1.	Working Capital: (Average Turnover Rs. 5.00 Lac to 10.00 lac per year)	Balance Sheets duly audited by the CAs up to the financial years ending 31.03.2018 be supplied	
2.	Experience: Minimum 3years Experience	Experience of providing manpower (skilled labour) in State/Centre Govt. Institutions.	
3.	Statutory obligation		
	(i). Income Tax Returns for last three years.	Attach photo copy of ITRs filed. ITR should have been filed by the 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	
	(vi) Firm GST No.	Attach Proof	
4.	Manpower	List of workers working with the Firm/organization be supplied.	
	Grand Total		

Note: - (i): The financial bid of that firm/organisation will only be opened who qualifies in Technical bids.

Note: - (ii): Minimum requirement of manpower is 2 persons a day.

Note: - (iii): Tenders received without earnest money deposit shall straightway be rejected.

Signature
Seal of Firm/organisation

FINANCIAL BID

Detail of Salary/wages of (as skilled labour) Driver, Service tax , GST and profit elements etc.

Sr. No.	Particulars	Amount (in Rs.) per month
1	Wages of worker (not less than Rs. 280/-per day or as notified by) The Govt. for daily wages under Minimum wages Act) as per minimum requirement	
3	EPF	
4	ESI	
5	Profit element	
6	Total	
7	Service Tax	
8	GST	
	Grand Total (Rupees _____)only	

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, Shimla-12.

Signature
Seal of firm/Organization.

TERMS AND CONDITIONS

1. The tenderer has to furnish earnest money deposit of Rs.10,000/- (Rupees Ten thousand) only in the shape of Demand Draft payable at Shimla Branch from Nationalized Bank or H.P. State Cooperative Bank in favour of Director-cum-President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012 along with Technical Bid which will be refunded to the unsuccessful bidder 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.40,000/- (Rupees Forty thousand only) in the shape of FDR duly pledged in the name of Director-cum-President, HIPA Hospitality Cooperative Society (Regd.), Fairlawns, Shimla-171012. The performance Security shall remain valid for a period of sixty days from the dated of completion of period of contract to the best of satisfaction of the Society.
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. 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.
9. The contract shall be initially for a period of one year. It can be extended for another one year, if required, subject to the satisfactory performance of the contractor which will be adjudged by the President of the Society on the basis of service rendered by the contractor.
10. 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 tenderer/contractor may having.
11. 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 Security Deposit shall be forfeited to the Society.

12. 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 Registrar, Cooperative Societies, Shimla (HP) or any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.
13. In case a gazette holiday is declared on the scheduled date of opening of the tenders, the tenders will be received up to 11.00AM and opened at 3.00PM on the same working day.
14. In case of any loss to the Vehicles 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.
15. Each page of tender document must be signed by the tenderer along with seal of the Company/Firm.
16. The contractor shall have to engage a minimum of two (2) drivers 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.
17. 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.
18. The drivers deployed by the contractor 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.
19. 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.
20. 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 on the format attached as **Annexure- "D"**.
21. 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.

22. 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 of the Society.

23. In the event of any injury or 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 rest responsibility with the contractor.

24. 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.

25. 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 Co-operative 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 company or the Vice President or 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/she may think proper.

26. The contractor shall deploy the driver, must possess the following essential /desirable qualifications:

- (i) Must has passed a minimum qualification of Matriculation or equivalent examination from recognized Board or Institute.
- (ii) Should be bonafide resident of Himachal Pradesh.
- (iii) Must have attained the age of 18 years.
- (iv).Should knows the dialects and customs of Himachal Pradesh.
- (v).Must has possessed valid License of driving heavy/light motor transport vehicles in Hilly terrain.

Desirable: Experience of driving heavy motor transport vehicle for a period of two years and light motor transport vehicle for a period not less than three years in any Govt. Department or Non Governmental Organization.

27. The driver shall not be changed without prior permission of the Director - cum- President. In case not found suitable shall be changed immediately on receiving intimation to this effect.
28. The drivers so provided shall observe all the etiquettes and protocol while performing their duties.
29. The drivers shall be neatly dressed and must carry mobile phones in working conditions with local numbers, for which separate payment shall not be made by the Society.
30. The drivers shall have to maintain a log book of vehicles, which should be regularly updated.
31. The contractor shall provide monthly bills to the Society for making payments on the basis of attendances supplied.
32. The contractor shall pay the monthly salary to the drivers on or before 7th day of the following month.
33. No party shall be allowed to be represented by a lawyer during any investigations, enquiry, dispute or appeal.
34. The terms and conditions mentioned in this tender document shall be binding and operative between the tenderer and the Society.
35. 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,
1 Fairlawns, Shimla-171012**

(An undertaking on Rs.10.00 Non Judicial Stamp Paper duly attested by the Magistrate 1st Class)

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) do hereby bind myself and heirs, executors and administrators
that:

1. I/We shall abide by the terms and conditions of the Contract of Manpower of (as skilled labour) Driver in HIPA as prescribed by the Director-cum-President, HIPA Hospitality Cooperative Society, Fairlawns, and 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 "Manpower of (as skilled labour) Driver" contract of HIPA Complex, Fairlawns, and 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 Manpower of (as skilled labour) Driver in HIPA.

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 drivers to HIPA 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.40,000/- (Rupees forty 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