

TERMS AND CONDITIONS OF ENGAGEMENT ON OUTSOURCE BASIS

Engagement of Two Drivers for HIPA Hospitality Cooperative Society on outsource basis through service provider on following terms and conditions: -

1. The service provider shall ensure the deployment of suitable Bonafide Himachali Candidates.
2. The personnel deployed by service provider should be polite, cordial, positive and efficient. While handling the assigned work, their actions shall promote good will and enhance the image of the institution. He shall be responsible for any act of indiscipline on the part of persons deployed by him.
3. The successful bidder shall have to deposit a sum of ₹ 50,000/- (₹ Fifty Thousand only) in the shape of FDR duly pledged in the name of President, HIPA Hospitality Cooperative Society, Fairlawns Shimla-171012 as performance security which will be refunded on successful completion of contract.
4. The personnel deployed by the service provider should fulfil eligibility criteria viz. educational qualification, technical qualification and experience prescribed for the post as specified in scope of work.
5. The department shall pay monthly remuneration as per para 22.1 to the outsourced manpower subject to payment of minimum wages as notified by the Govt. from time to time.
6. The person deployed shall not claim any Master & Servant relationship against HHCS.
7. The persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month by ensuring minimum wages notified by the Government of H.P. from time to time.
8. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be given to HHCS invariably.
9. Working hours would be normally of eight hours including half hour lunch break as per Govt. instructions.
10. The person may be called on second Saturday, Sunday and other Gazetted Holidays or may be asked to perform duty even after 5.00 PM / night shift in the exigencies of services.
11. The service provider shall provide a substitute well in advance, if there is any probability of the person leaving the job due to his / her own personal reasons.

12. The service provider shall replace immediately any of his/her personnel, if they are unacceptable to the HHCS because of incompetence, conflict of interest and breach of confidence or improper conduct upon receiving written notice from office.
13. The President, HIPA Hospitality Cooperative Society, Fairlawns Shimla may require the service provider to dismiss or remove from the site, any person or persons deployed by the service provider, who may be incompetent or for his / her misconduct and service provider shall forthwith comply with such requirements.
14. The service provider shall not assign, transfer, pledge or sub contract the services without the prior written consent of HHCS.
15. The service provider shall ensure proper conduct of his person(s) in office premises and enforce prohibition to the consumption of alcoholic drinks, smoking, loitering without work.
16. Payments to the person(s) of service provider would be strictly on certification by the office concerned where he is attached on the basis of satisfactory performance and attendance as per bill preferred by the service provider.
17. An Earnest Money Deposit of Rs. 10,000/- in the form of Demand Draft drawn in favour of President, HIPA Hospitality Cooperative Society, Fairlawn Shimla shall be furnished by the Service Provider, failing which tender shall be rejected straight way.
18. Proforma for Price Bid (Form-II) is enclosed which will contain the information of rates for engagement of manpower.
19. The EMD of successful bidder shall be kept as security against the contract and the EMD of unsuccessful bidders will be refunded after finalization of contract.
20. The President, HIPA Hospitality Cooperative Society, Fairlawn Shimla reserves the right to cancel the contract at any stage without assigning any reason.
21. The successful bidder shall also ensure the compliance to the instructions / guidelines issued by Finance Department, Govt. of Himachal Pradesh vide letter no Fin ©-B (15)-8/2013 dated 01-07-17.
 - (a) The service provider shall provide eligible statutory benefit such as ESI Contribution, EPF contribution to the workers /employees provided by him / her, by due date. The employer share of EPF and ESI shall be borne by the HIPA Hospitality Cooperative Society Fairlawn Shimla.
 - (b) The increase in emoluments may be considered whenever the state Government increases minimum wages.
 - (c) The staff engaged through service provider will be entitled to such holidays, as may be approved by the institution taking into account the requirement and exigency of service.

- (d) Employees / Staff provided by the Service Provider will be entitled for 6 days medical leave and 12 days casual leave in a calendar year (i.e. one casual leave after putting one-month service) which will not be carried forward to the next year. The cost of the casual leave & medical leave will be borne by the Society.
- (e) The manpower engaged on outsource basis will not be entitled for the wages for the period of absence either without the approval of competent authority or in case no leave of kind due and admissible is in his / her credit.
- (f) In case there is a need for staff engaged through service provider to travel outside Headquarters, the HHCS may allow payment, as part of the service contract for TA and DA at the rate of Rs. 130/- per day for travel within the State and Rs. 200/- outside the State as per rates prescribed by the Finance Department.
- (g) Reimbursement of travelling expenses shall be allowed to such staff deployed in HHCS on outsourcing basis which is deputed at outstation in connection with the affairs of the Society.
- (h) It would be ensured that the outsourced staff is paid through RTGS, into his / her account by the service provider by 7th of the following month.
- (i) The HHCS will periodically ensure that service providing agency is making full payment of prescribed wages and other benefits like ESI and EPF etc. to the outsourced staff.
- (j) In case of any violation / contravention of the preceding condition or there is any complaint from staff side regarding nonpayment of wages and benefits; the HHCS shall take necessary action against the Service Provider as it deems fit.
- (k) In case of breach of the terms and conditions of the tender document on the part of service provider even after repeated directions from HHCS to rectify the irregularities or to make the things good, the amount of performance security will be liable for forfeiture after due process.

22. SCOPE OF WORK: -

- (i) He shall discharge the duties of driving the vehicle of the Society and HP Institute of Public Administration as and when required.
- (ii) He shall attend the duties in odd hours in emergent situations in the event of any of the trainee/faculty member/visitor residing in Hostel/Guest Houses or employee of the Institute residing in HIPA Complex or any of the employees of the Society fall sick and requires immediate hospitalization.
- (iii) Maintain the vehicle and Log Book properly.

22.1 **QUALIFICATIONS OF MANPOWER REQUIRED TO BE DEPLOYED: -**

- (i) Should be bonafide resident of Himachal Pradesh.
- (ii) Must have attained the age of 18 years and must not have attained the age of 45 years.
- (iii) Should know the dialects and customs of Himachal Pradesh.
- (iv) Must have passed a minimum qualification of Matriculation or equivalent examination from recognized Board or Institute.
- (v) Must have possessed valid License of driving heavy/light motor transport vehicles in Hilly terrain.
- (vi) **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.

Name of post	Academic Qualification(s)	Essential Experience	Monthly remuneration
1	2	3	4
2-Driver	Matriculation	Three years driving experience	₹ 14070.00

23. **ELIGIBILITY CONDITIONS FOR BIDDER / TENDERER**

23.1

- (a) The bidder / tenderer should have atleast three years' experience for providing / outsourcing manpower in Government Departments / Public Sector Undertakings / Boards / Corporations / Autonomous Bodies.
- (b) The bidder / tenderer should be financially sound and documentary proof to this effect alongwith Balance Sheet for the years 2021-22, 2022-23 and 2023-24 respectively may be attached.
- (c) The bidder / tenderer should have registered office in Himachal Pradesh (Proof to be attached)
- (d) The bidder/ tenderer should have valid PAN, GST TIN, EPF and ESI registration number and registration from the department concerned for supply of manpower (copies to be attached).
- (e) The bidder / tenderer shall submit a declaration that he / she is not black listed by any State or Central Agency (self-certificate is to be provided).
- (f) The tender document is non-transferable i.e. only that firm can submit the tender which has obtained the tender document in its name.

23.2 A prospective bidder / tenderer requiring any clarification of the terms & conditions of tender document may seek the same from CEO, HHCS in writing.

24. **PLACE AND PERIOD OF SERVICE CONTRACT**

24.1 The Service Contract is for providing manpower to the HIPA Hospitality Cooperative Society, Shimla - 171012.

24.2. The President HHCS at its sole discretion may outsource above manpower to any other offices working under his administrative control throughout the State as per the rates approved in the tender on the same terms and conditions.

24.3 The service contract period shall be coterminous to HHCS and however subject to renewal on year to year basis on satisfactory performance.

25. **SERVICE CONTRACT SCHEDULE**

25.1 The entire scope of SERVICE CONTRACT shall be effective from the date of signing of agreement by successful bidder.

26. **VALIDITY OF OFFER** The offer of the tenderers shall remain valid for acceptance upto a period of 90 days from the date of opening of tender.

27. **DOCUMENTS COMPRISING THE TENDER**

27.1 The Tender submitted by the Tenderer shall comprise of:

(a) Earnest Money in a separate cover with superscription as 'Earnest Money'

(b) Undertaking that the tender shall remain valid for a period of 90 days.

(c) Details and documentary proof of work performed as Service Contract / Provider in Government Departments / Public Sector Undertakings / Board / Corporations / Autonomous Bodies. Details of company's support infrastructure.

(d) A declaration that the information furnished in the tender document is correct to the best of his / her knowledge and belief.

(e) Form of Financial Tender as specified in Form-I.

(f) The following documents, which are not required to be submitted with the bid / tender, will be deemed to be part of the tender.

(i) Notice inviting tender.

(ii) Instructions to the tenderers.

(g) Any other information / documents required to be completed and submitted by tenderers,

28. **SEALING AND MARKING OF TENDERS**

28.1 The Tenderer shall place two separate envelopes (called inner envelope) with superscription as "EMD for tender" and other as "Price Tender" in one outer envelope.

28.2 The inner and outer envelopes containing the Tender shall:

(a) Be addressed to the President, HIPA Hospitality Cooperative Society, Fairlawns Shimla-12.

(b) The inner Envelope marked as "EMD for tender" shall contain the EMD as specified in Clause No 17.

28.3 The inner envelope with superscription as "Price tender" shall contain price schedule as specified in clause No. 18.

29. In case of any deviation from these terms and conditions, the offer of such tenderer shall be rejected and shall not be considered for evaluation.

30. **PAYMENT TERMS**

30.1 100% payment (monthly basis) towards SERVICE CONTRACT will be made within 15 days after the receipt of bill for a particular month

30.2 The President HIPA Hospitality Cooperative Society, Fairlawns Shimla will examine the tenders to determine as to whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed and whether the tenders are generally in order. The incomplete tenders, tenders with invalid EMDs, unsigned tenders or tenders not supported with original documentary evidence shall be rejected.

30.3 Arithmetical errors will be rectified on the spot.

30.4 A tender determined as not substantially responsive will be rejected by the Tender Committee and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

31. **Tender will be evaluated on the basis of percentage of administrative charges quoted by service provider.**

32. **SERVICE LEVEL OF AGREEMENT (SLA)**

32.1 In case the service provider / agency fails to provide minimum manpower at any point of time or fails to provide substitutes at the time of leave / absence / resignation of the manpower provided, a deduction of Rs.200/- per day per manpower shall be made from the monthly bills of the service provider through deduction certificates.

33. SIGNING OF CONTRACT

- 33.1 The successful tenderer shall enter into a Contract Agreement within 7 days after awarding of contract.

34. ARBITRATION & CONCILIATION ACT

- 34.1 Except where otherwise provided in the contract, all questions and disputes arising out of or relating to the contract shall be referred to the arbitrator appointed by President, HIPA Hospitality Cooperative Society Fairlawns Shimla -171012

- 34.2 All disputes or differences shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications. The venue of Arbitration shall be at Shimla. The Court at Shimla shall have exclusive jurisdiction.

35. TERMINATION OF CONTRACT

- 35.1 In case of unsatisfactory services on the part of contractor are reported, President, HIPA Hospitality Cooperative Society Fairlawns Shimla - 171012, reserves the right to terminate the Service Contract after giving one-month advance notice. The performance EMD / Security deposit in that case shall also be forfeited. Any payment due, in case of non-satisfactory services, shall also not be paid irrespective of the provisions in the contract elsewhere.

36. INCOME TAX LIABILITY

- 36.1 The tax deduction at source (TDS) under Income Tax Act, shall be made by the HIPA Hospitality Cooperative Society Fairlawns Shimla as per rate applicable from time to time, from the monthly bills of the service provider.

37. GOODS AND SERVICE TAX

The Goods and service tax as applicable as per notifications of GOI from time to time during the currency of the contract shall be paid accordingly. The tenderer has to provide GST TIN number with the tender.

Form No. I

President, HIPA Hospitality Cooperative Society Fairlawns Shimla

TECHNICAL BID

1	Name of Firm / Company	
2	Address of Registered Office	
3	Type of Organization: (Whether Limited Company/Private Ltd. Company/ Partnership Firm/ Sole Proprietorship concern)	
4	Registration No.	
5	Registering authority	
6	Name of Managing Director/Managing Partner/Proprietor	
7	Contact Nos.	
8	Fax No.	
9	E-mail id	
10	Website, if any	
11	Addresses of Office outside of Himachal Pradesh with name of person with contact nos. (please use separate sheet if so required)	
12	Core Business of the Company / Firm	
13	Year of establishment	
14	Total manpower employed by the company / firm as on the date	
15	Manpower outsourced to Govt. Departments / organization upto on 31 st March, 2023	
16	Manpower outsourced to Private Sector upto on 31 st March, 2024	
17	Annual Gross Turnover during last 3 years 2021-22 2022-23 2023-24	
18	Annual turnover from Manpower outsourced 2021-22 2022-23 2023-24	
19	PAN	
20	GST TIN / Service Tax Registration No.	
21	ESI Registration No.	
22	EPF Registration No.	
23	What methodology has generally been opted for recruitment of manpower	
24	Any other relevant information, you wish to	

**Signature and seal of bidder /
Tenderer**

Form No-II

President HIPA Hospitality Cooperative Society

Financial Bid

Details of Salary/wages of (as skilled labour) Driver, GST and profit elements.

Sr. No.	Particulars	Amount (₹) per month
1.	Wages of worker (not less than ₹ 469/-per day or as notified by the Govt. for daily wages under minimum wages Act) as per minimum requirement	
2.	EPF	
3.	ESIC	
4.	Administrative expenses	
5.	Total	
6.	GST	
7.	Grand Total	

Note:-

1. The rates should be quoted and signed by the responsible/authorized person of the firm.

**Signature and seal of
Bidder/tenderers**