Infrastructure Development Investment Program for Tourism
Himachal Pradesh Tourism Development Board,
Department of Tourism and Civil Aviation, Himachal Pradesh,
PMU Office U. S. Club, Shimla-171001.

Dated: 19th July, 2013.

TENDER NOTICE

Sealed bids are hereby invited from reputed Contractors/ Co-operatives Societies/Firms and other organizations, who have at least five years experience in providing manpower initially for a period of one year subject to performance based extension year after year up to three years (including initial one year) for **"providing the Technical and Managerial services (personnel's) on outsource basis for PMU/PIUs, IDIPT-HP".** The extension beyond three years can also be considered for a maximum term of five years (including initial three years) by the Mission Director, IDIPT-HP, Shimla. In case of any doubt, the same may be got clarified by visiting the office of the undersigned from 10.00 a.m to 4.00 p.m. on any working day or through email up to 19th August, 2013 / before the bid submission date. The bidders have to furnish the offer in two separate envelopes clearly mentioning **envelope Number -I "Technical Bid"** and **envelope Number-2 "Financial Bid".** Both the envelopes should indicates description of bid, date of opening and then both the envelopes be kept in one sealed cover indicating **"Bid for providing the Technical and Managerial services (personnel's) on outsource basis for PMU/PIUs, IDIPT-HP". Details regarding posts/ services to be provided, terms & conditions have been given in the bid document**, which can be had from the office of the undersigned on any working day between 11:00 am to 4:00 pm on or before 19.08.2013 against the payment of 500/- each. The bids on prescribed performa alongwith earnest money of Rs. 50,000/- (Rupees fifty thousand) only in the form of bank demand draft in favour of Project Director, IDIPT-HP, Shimla, should reach in this office on or before 20.08.2013 till 2:00 pm which will be opened by the Committee constituted for the purpose on the same day at 3:00 pm in the presence of the bidders, who wish to be present. The bids without earnest money deposits shall be rejected straightway. The bid document is also available on Tourism Department's website www.himachaltourism.gov.in In

case, the bidding document is downloaded from the website, the document fee has to be paid along with bid as a separate instrument with technical bid other than that of earnest money.

Mission Director-IDIPT-HP-cum-
Director (Tourism),
Himachal Pradesh Tourism Development Board (HPTDB)
Department of Tourism and Civil Aviation, H. P.,
PMU, Office, U. S. Club, Shimla-171001, H. P. (India).
Tel +91-177-2659926, 2699962, Fax:- +91-2699925
Email: projectdirector.adbhp@gmail.com
Website www.himachaltourism.gov.in

BID DOCUMENT

1.	Name and Address of the Firm to whom the bid is sold	....
2.	Bid document for	Contract for **"Providing Technical and Managerial Services (personnel's) on outsource basis for PMU/PIUs, IDIPT-HP".**
4.	Earnest Money	50,000/- (Rupees Fifty Thousand only) in the form of Bank Demand Draft drawn in favor of Project Director, IDIPT-HP, Shimla.
5.	Cost of Bid	Rs. 500/- (Rupees Five Hundred) only in the form of Bank Demand Draft drawn in favor of Project Director, IDIPT-HP, Shimla.
6.	Particulars of the bid document fee (DD No., date drawn, Name of Bank and branch issuing DD).	....
7.	Particulars of Earnest Money (DD No., date drawn, Name of Bank and branch issuing DD)	....

Dear Madam/Sir(s)

Sealed bids are hereby invited from reputed Contractors/Co-operatives Societies/Firms and other organizations, which have at least five years experience in providing manpower initially for a period of one year subject to performance based extension year after year up to three years (including initial one year) for **"providing the Technical and Managerial services (personnel's) on outsource basis for PMU/PIUs, IDIPT-HP."** The extension beyond three years can also be considered for a maximum term of five years (including initial three years) by the Mission Director, IDIPT-HP, Shimla.

Your bid should reach in the office of Mission Director, IDIPT-HP, U. S. Club, Shimla-1 on or before 20th August, 2013 till 2:00 pm and the same will be opened by the Committee constituted for the purpose on the same day at 3:00 pm in the presence of the bidders or their representatives, who so ever may be present at that time. In case of any doubt, the same may be got clarified by visiting the office of the undersigned from 10.00 am. to 4.00 pm. on or before 19th August, 2013 on any working day/before the bid submission date.

The bidders have to furnish separate offer for each category of personnel(s) viz Assistant Engineer (Civil), Assistant Architect, Architectural Draughtsman (capable of working in AutoCAD), Draughtsman (Civil) (capable of working in AutoCAD), Junior Engineer (Civil) & (Electrical), Accounts Officer, Accounting Assistant, Office Assistant, Surveyor and Office Boy in the format as given in Annexure-A along with the resume of at least three candidates for each position. Thus, each bidder shall have to submit two envelopes separately clearly mentioning envelope No. 1 **"Technical Bid"** and Envelop No. 2 **"Financial Bid"**. Then both envelopes are kept in one sealed cover indicating **"Bid for providing the Technical and Managerial Services (Personnel's) on Outsource Basis for PMU/PIUs, IDIPT-HP".**

The Mission Director, IDIPT-HP, Shimla, 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 bid.

Mission Director-IDIPT-HP-cum-
Director (Tourism),
Himachal Pradesh Tourism Development Board (HPTDB)
Department of Tourism and Civil Aviation, H. P.,
PMU, Office, U. S. Club, Shimla-171001, H. P. (India).
Tel +91-177-2659926, 2699962, Fax:- +91-2699925
Email: projectdirector.adbhp@gmail.com
Website www.himachaltourism.gov.in

TECHNICAL BID

Experience/Eligibility Criteria of Marks

Sr. No	Criteria	Brief Details
1	**Relevant experience**	Experience of providing manpower in Govt., Semi-Govt. Board, Universities and any other Govt. owned institutions of repute. (Attach proof of experience including details of institutions and personnel on rolls/deployed).
2	**Turn over**	The average turnover of the bidder in the last three consecutive financial year ending 31.03.2013 should be atleast Rs. 5.00 Crore and from that of outsourcing work should not be less than Rs. 1.00 Crore. Solvency certificate from a scheduled bank an amount of Rs. 10,00,000/-.
3	**Statutory obligations (mandatory)**	Income tax return for last three years (attach proof), prior to 31.03.2012. Registration under EPF Act. (attach proof) Registration under ESI Act. (attach proof) Registration under Service Tax (attach proof) PAN Number (attach proof) TAN Number (attach proof) Registration as required under any other local law/statute. Balance sheet duly attested by Chartered Accountant of the last three years.
4	**Affidavit of non-black listing**	An affidavit on Stamp paper of Rs. 50/- duly attested by Executive Magistrate that the firm/advertising agency has not been declared defaulter/bankrupt, black listed/debarred from the bidding process by any Central/State Govt. or Public Sector Undertakings owned and controlled by the Central/State Govt. (as per **Annexure – 'C'**)
5	**EMD**	Rs. 50,000/- (Rupees fifty thousand) only in the form of bank demand draft in favour Project Director, IDIPT-HP, Shimla.

The Financial Bids of only those firms shall be opened, who will be considered in technical evaluation based on above five eligibility criteria.

FINANCIAL BID

The rate should be quoted on the format attached at **Annexure-'A'** separate for each categories of posts required attached at **Annexure- 'B'.** with this bid document and duly signed & stamped by the authorized person. The rates must be mentioned in figures as well as in words overwriting & cutting should be avoided.

The Bidder shall have to ensure invariably minimum wages, EPF/ESI/EDLI and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time. The bid shall be decided on the least rate quoted as per **Annexure –A.**

The abstract of Bid Price shall be given in the format attached as **Annexure-D.**

TERMS AND CONDITIONS:-

1. The service contract shall be awarded initially for a period of one year subject to performance based extension year after year upto three years (including initial one year). The extension beyond three years can also be considered for a maximum term of five years (including initial three years) by the Mission Director, IDIPT-HP, Shimla.

2. The bidder shall provide the services of personnel(s) as per HP Govt. working day/hours.

3. The bidder shall have to furnish earnest money (EMD) amounting to Rs. 50,000/- (Rupees fifty thousand) only in the shape of bank demand draft in favour of Project Director, IDIPT-HP, Shimla payable on any scheduled Bank at Shimla. No interest shall be paid on earnest money.

4. The EMD of successful bidder shall be converted into security deposits and shall remain with the Project Director, IDIPT-HP till the successful completion of contract agreement. In addition to the aforesaid security deposit, the successful bidder would be required to deposit an additional amount of Rs. 2,00,000/- (Rupees Two lacs) on account of security deposits. The said amounts shall be kept in the shape of FDR duly pledged in the name of Mission Director, IDIPT-HP and shall be returned after six months of successful completion of contract agreement.

5 It shall be mandatory for the contractor to deposit the Employees Provident Fund of the personnel (s), engaged every month, under the provision of para 30(3) of employees Provident Fund Scheme, 1952 and copy of the challan deposited with the Regional Provident Fund Commissioner should be submitted along with the bill every month in the office of the undersigned.

6 The IDIPT-HP shall not be responsible for the payment of salary/wages of the personnel(s) deployed including CPF, ESI and medical etc. The contractor shall be responsible for their payment.

7 In the event of injury, illness or miss-happening to any personnel, IDIPT-HP or Government of HP will not be responsible for any compensation and it will be sole responsibility of the contractor for their liabilities. The contractor shall submit affidavits by each personnel in this regard indemnifying the IDIPT-HP and Government of HP. The Contractor shall also indemnify the IDIPT-HP on its behalf in this regard.

8 **Indemnity**

The bidder shall indemnify IDIPT-HP from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind however suffered, arising or incurred inter alia during and after the agreement period out of: any gross negligence or wrongful act or mission by the bidder or any third party associated with the bidder in connection with or incidental to this agreement.

In case of any damage, loss including theft by the personnel of the bidder, the same shall be deducted from the bill of the contractor.

9 **Replacement of personnel assigned to IDIPT-HP**

The bidder should deploy persons with requisite skills and experience required for the job as specified under the tender. IDIPT-HP will have the right to ask for replacement of any person / persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of IDIPT-HP.

Failure on the part of the bidder to find a suitable replacement within reasonable time as specified shall amount to breach of the terms hereof and IDIPT-HP in addition to all other rights, have the right to claim damages and recover from the bidder all losses / or other damages that may have resulted from such failure.

Except as IDIPT-HP may otherwise agree, no charges shall be made in the personnel provided for temporary staffing, if, for any reason beyond the reasonable control of the bidder, if becomes necessary to replace any of the personnel, the bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications in agreement with IDIPT-HP.

The man month rate by level applicable for the replacement personnel shall be the same or lower as of the replaced personnel.

The bidder shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement.

10 The character antecedents of each personnel to be deployed by the successful bidder shall have to be got verified from the police authorities and character certificate obtained from the class 1 Gazette Officer of the Govt. shall be furnished before deployment.

11 That the personnel(s) deployed by the bidder to fulfill the contractual obligation shall be the employees of the bidder for all intents and purposes and there shall be no relationship of employer and employee between the said personnel(s) and IDIPT-HP either implicitly or explicitly.

12 That the bidder shall ensure that the personnel(s) deployed are medically fit and free from any communicable diseases. Medical fitness certificate from Govt. Medical Officer shall be submitted in respect of each personnel on deployment.

13 That the personnel(s), so deployed shall be under the overall control and supervision of the Project Director, IDIPT-HP or any official working under him.

14 **Termination of Agreement:**

IDIPT-HP may terminate this Agreement by giving the bidder one month prior and written notice indicating its intention to terminate the Agreement if the term of Agreement expires.

IDIPT-HP may, terminate this Agreement by giving the Bidder fifteen days prior and written notice indicating its intention to terminate the Agreement under the following circumstances if:

- IDIPT-HP is of the opinion that there has been such material breach on the part of the bidder which would make if proper and necessary to

terminate the Agreement and may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under this Agreement.

- The successful Bidder has failed to commence the provision of services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
- In the event of the quality of temporary staffing personnel and / or service as per the scope of work under the tender and the Agreement with IDIPT-HP not found acceptable by IDIPT-HP.
- The Bidder has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of IDIPT-HP.

The Bidder has been declared insolvent / bankrupt.

The Mission Director, IDIPT-HP reserves the right to cancel the contract during the currency of contract agreement at any time without assigning any reason thereof.

15 **Payment terms**

The payment will be released by IDIPT-HP as per the man-month rate quoted in the commercial bid for the tender.

The successful bidder shall submit the invoice for payment on a monthly basis clearly indicating the payment that has been accrued in each month upto 3rd day of the succeeding month and the payment against the invoice shall be released by IDIPT-HP before 15th of that month.

The monthly payment shall be released on submission CPF/ESI clearance certificate of preceding month from the competent authorities every month.

16 That any dispute is subject to jurisdiction of Shimla only. In the event of any dispute, the same shall be referred for arbitration to the Director Tourism, HP, Shimla first, before filing the case in the appropriate court of law. The award of the arbitrator shall be final and binding on both the parties.

17 **Deployment of personnel**

The bidder should deploy persons with requisite skills and experience required for the job as specified under to the satisfaction of IDIPT-HP.

The bidder shall bear all travel and other costs incurred in deploying the personnel.

18 **Exit policy and procedures for staffing personnel:**

At the time of expiry of agreement period, as per the agreement, between the bidder and IDIPT-HP, the bidder needs to ensure a complete knowledge transfer by their deployed personnel to the new personnel replacing them, over a minimum period of 2 weeks.

19 **Service levels and penalties:**

The bidder is expected to meet the following service levels in the normal course of carrying out all the activities as per the terms and conditions. In case of default on any or all such service levels, the IDIPT-HP will reserve the rights to levy penalties on the bidder.

Service	**Expected service level**	**Penalty level in case of default**
Deployment of all personnel after signing the agreement with the bidder or and subsequent requirement from IDIPT-HP during the agreement period	3 – 4 weeks for all personnel	2% of monthly payment due only in the succeeding month
Replacement of personnel – At request of IDIPT-HP	Maximum 3 weeks from date of intimation by IDIPT-HP, including minimum 1 week of handover time	2% of monthly payment due only in the succeeding month
Maximum number of replacements over a period of 12 months, in case the replacement is initiated by the bidder except in case beyond the bidder's control and is not in mutual consultation with IDIPT-HP	• Maximum 2 replacement in case the personnel deployed is less than 10 • Maximum 4 replacements in case the number of personnel deployed is more than 10	2% of monthly payment due only in the succeeding month
Replacement time of personnel in case the replacement is initiated by the bidder	Maximum 2 weeks after the notice period of the person being replaced begins, followed up with minimum 1 week of handover time	2% of monthly payment due only in the succeeding month

20 **Calculation of penalties:**

Penalty would be a percentage of the monthly payment due to the bidder. The penalty percentages applicable for violation of service levels are specified in the table above.

In situation, where the bidder has incurred a penalty of equal to or more than Fifteen (15) % for the three (3) consecutive months at any time during the agreement period, IDIPT-HP reserves the right to either invoke the termination clause or terminate the agreement altogether.

IDIPT-HP also reserves the right to invoke the performance security furnished by the bidder at the time of signing the agreement with the successful bidder, if the termination is due to material breach by the bidder. Total penalty to be capped will be subject to 30% of the monthly payments at any time of the agreement. In such situation where the total penalty exceeds the above limit of 30% of the monthly payments at any

time of the agreement, IDIPT-HP reserves the right to invoke termination clause or terminate the agreement altogether.

Mission Director, IDIPT-HP-cum-
Director (Tourism) HP, Shimla.

SIGNATURE OF THE BIDDER

Annexure-'A'

Financial Bid

Name of Category: _____

Sr. No.	**Particulars**	**Amount per month per personnel**
1	Minimum Wage as per H.P. Govt. rates for Himachal Pradesh.	
2	EPF @ 13.61%	
3	ESI @ 4.75%	
4	Any other charges/ allowance (specify)	
5	Sub- Total	
6	Services Charges	
7	Total	
8	Service Tax	
9	Grand Total	
10	Leave allowed	

Signature of the Bidder with Seal of the Firm

Annexure- 'B'

The details of posts/services to be outsourced in Infrastructure Development Investment Program for Tourism, HP (IDIPT-HP) under Department of Tourism for PMU Shimla/PIUs, HP under the financial assistance of the Asian Development Bank (ADB)are as under:-

Project Management Unit (PMU) Shimla:			
Sr. No.	**Name of Post**	**No. of Post**	**Qualification & Experience required for the post**
1	Assistant Engineer (Civil)	1	BE/ B. Tech (Civil) with 5 years experience in the relevant field. Working knowledge of computer is essential.
2	Assistant Architect	1	Degree in Architecture with 5 years experience in the relevant field. Working knowledge of AutoCAD is essential.
3	Architectural Draughtsman	1	Diploma in Architecture with 5 years experience in the relevant field. Working knowledge of AutoCAD is essential.
4	Draughtsman Civil	2	Two (2) years Diploma in Draughtsman Civil from the recognized institute with 5 years experience in the relevant field. Working knowledge of computer is essential.
5	Junior Engineer (Civil)	2	Four (4) years degree in Civil Engineering with 3 years experience in the relevant field/ Three year Diploma in Civil Engineering with 5 years experience in the relevant field. Working knowledge of computer is essential.
6	Junior Engineer (Elect.)	1	Four years degree in Electrical Engineering with 3 years experience in the relevant field/ Three year Diploma in Electrical Engineering with 5 years experience in the relevant field. Working knowledge of computer is essential.

7	Accounting Assistant	1	B. Com with two (2) years working experience in the relevant field. Working knowledge of Tally is essential.
8	Office Assistant	1	Graduation in any stream with two (2) years office working experience in Govt./ Semi- Govt./ Boards/ Corpns./Regd. Company etc. Working knowledge of computer (Word, Excel, Power point, Internet etc.) is essential.
9	Surveyor	1	Two years ITI Diploma in civil with Five (5) years experience in relevant field of survey works. Working of local station and knowledge of computer is essential.
	Total:-	**11**	
Project Implementation Units (PIUs), HP.			
1	Assistant Engineer (Civil)	1	BE/ B. Tech (Civil) with 5 years experience in the relevant field. Working knowledge of computer is essential.
2	Assistant Architect	1	Degree in Architecture with 5 years experience in the relevant field. Working knowledge of AutoCAD is essential.
3	Architectural Draughtsman	1	Diploma in Architecture with 5 years experience in the relevant field. Working knowledge of AutoCAD is essential.
4	Junior Engineer (Civil)	2	Four years degree in Civil Engineering with 3 years experience in the relevant field/ Three year Diploma in Civil Engineering with 5 years experience in the relevant field. Working knowledge of computer is essential.

5	Junior Engineer (Elect.)	1	Four years degree in Electrical Engineering with 3 years experience in the relevant field/ Three year Diploma in Electrical Engineering with 5 years experience in the relevant field. Working knowledge of computer is essential.
6	Accounts Officer	1	MBA in Financial Management with Five (5) years experience in project accounting and Financial Management System. Working knowledge of Tally is essential.
7	Accounting Assistant	1	B. Com with two (2) years working experience in the relevant field. Working knowledge of Tally is essential.
8	Office Assistant	1	Graduation in any stream with two (2) years office working experience in Govt./ Semi- Govt./ Boards/ Corpns./Regd. Company etc. Working knowledge of computer (Word, Excel, Power point, Internet etc.) is essential.
9	Office Boy	1	Matriculate.
	Total:-	**10**	

*** Age of the candidate must be between 21 to 45 years. The character and antecedents of the candidate is also to be verified by the firm/company.**

Annexure – 'C'

An UNDERTAKING on Stamp Paper of Rs. 50/- duly attested by Class-I Magistrate.

To

The Mission Director,
IDIPT-HP, U. S. Club, Shimla-1
Himachal Pradesh.

1. I have never been black listed by any Govt. Institute of the country.
2. I shall abide by the provisions of Minimum Wages Act, 1948 and shall ensure the disbursement of wages as notified by the State Govt. from time to time.
3. Further, I understand that I am bound to open Bank Accounts of each worker engaged by me under the Contract for providing the Technical and Managerial Services and shall disburse their salary through their bank accounts.
4. I shall abide by provisions of EPF Act, Contract Labour Act 1970, and shall provide all the benefits i.e. Bonus, ESI, EDLI Gratuity etc to all personnel(s) engaged by me to discharge contractual obligation.
5. I understand that I have to provide quality services during the whole term of contract.
6. I undertake that the firm has never remained defaulter on account of deposits of EPF contributions.

Signature of the Bidder with Seal of the Agency

Annexure – 'D'

Bid Price - Abstract

Sr. No.	Position	No. of Post	Amount per month as quoted in item 9 of Annexure A for each position	Total Amount
PMU				
1	Assistant Engineer (Civil)	1		
2	Assistant Architect	1		
3	Draughtsman (Civil)	2		
4	Architectural Draughtsman	1		
5	Junior Engineer (Civil)	2		
6	Junior Engineer (Elect.)	1		
7	Accounting Assistant	1		
8	Office Assistant	1		
9	Surveyor	1		
	Subtotal (PMU)	**11**	**-**	
PIU				
1	Assistant Engineer (Civil)	1		
2	Assistant Architect	1		
3	Architectural Draughtsman	1		
4	Junior Engineer (Civil)	2		
5	Junior Engineer (Elect.)	1		
6	Accounts Officer	1		
7	Accounting Assistant	1		
8	Office Assistant	1		
9	Office Boy	1		
	Subtotal (PIU)	**10**	**-**	
			Grand Total	