

HINDUSTAN PHOTO FILMS MANUFACTURING COMPANY LIMITED
INDUNAGAR, OOTACMUND – 643 005
(A Government of India Enterprise)

Telegram : 'PHOTO FILM'	Registered Office
Telephone : 2444020 – 2444027	'Indunagar'
Telex : 0853-242 INDU IN	Ootacamund – 643 005.

Tender Notice No: HPF / LS/ GH / CMDs Residence Dt. 06.02.2013

To

S.N	Name of work	Approx value of contract Rs.	Earnest Money Deposit	Duration of work
1	Labour Supply to Guest House / CMDs Residence	Rs.3,66,825/-	10% of Tender value	12 months

- 1 Sealed Tender will be received by the Senior Manager HRD, Hindustan Photo Films Mfg.Co.Ltd., Ootacamund at his office on or before 26.02.2013 up to 1500 Hours. The Tenders will be opened by the Senior Manager HRD or any other Officer authorized by him, at 1515 Hours on the date and place aforementioned in the presence of those tenderers or the CONTRACTORS authorized agents who choose to be present. Only those CONTRACTORS who have registered with the Inspectorate of Factories are eligible to apply.
- 2 The tender documents / schedule / conditions will be issued on payment of Rs.500/- paid by cash at our Cash Office or the amount can also be sent thro' Bank DD's for Rs.500/- or download thro' our website along with DD drawn in favour of Hindustan Photo Films Mfg. Co. Ltd., payable at SBI, Ooty.
- 3 The tender documents will be available for supply at this office on any working day from 06.02.2013 till 26.02.2013 and will not be sold after 1430 Hours
- 4 Tenders must be submitted in sealed cover and should be addressed to the Senior Manager HRD, Hindustan Photo Films Mfg. Co. Ltd., Indunagar, Ootacamund – 643 005. The name of the tender "Labour supply to Guest House" should be clearly noted on the cover.
- 5 If the tender is made by an Individual, it should be signed with full name and his address shall also be given, if it is made by a member of the firm, who shall also sign his own name and shall give the name and address of each member of the firm. If the tender is made by a corporation, it shall be signed by its duly authorized officer before the agreement is executed, the corporation may be required to furnish evidence of its corporate existence.

- 6 The successful tenderer have to deposit 10% of the quoted values as an Earnest Money Deposit. The EMD will not carry any interest till it is finally refunded in terms of conditions of the contract/agreement.
- 7 Each tenderer must also send a latest certificate of Income Tax verification from the Income-Tax authority concerned. If this certificate has already been produced particulars regarding the previous occasion on which the said certificate was given should be furnished
- 8 The Senior Manager HRD, Hindustan Photo Films Mfg.Co.Ltd., reserves the right to reject any or all tenders without assigning any reasons whatsoever. He also reserves the right to offer the work to different CONTRACTORS in parts as he may think fit.
- 9 The rates quoted should also include all taxes and duties payable by the CONTRACTOR. Claim for enhancement, of rates after acceptance of tender on any plea will not be accepted.
- 10 No alteration made by the tenderer in the description of items of work or other schedules and conditions will be recognized.
- 11 When the tender is accepted, the tenderer whose tender is under consideration, shall attend the office of the Senior Manager HRD before the end of the period specified by the written intimation to him and complete the execution of agreement by signing all documents connected therewith. Failure to do so shall entail forfeiture of the earnest money deposit as in Para six above.
- 12 Tenderers must peruse carefully the instructions given in the "Conditions of Agreement" before tendering their rates for this work. The nature of work to be executed is shown in SCHEDULE B.
- 13 If at any time, after the award of the contract, the Senior Manager is of the opinion that the CONTRACTOR is delaying in entering into the agreement, the Senior Manager will issue a notice to him in writing demanding, compliance, if the CONTRACTOR neglects to comply with such demand within seven days after receipt of such notice, it shall be lawful on the Senior Manager of the Company to determine the contract, which determination shall carry with it the forfeitures of the earnest money deposit / money remitted along with the tender, all as said in the conditions of contract.
- 14 This tender notice and other enclosures should be carefully read by the tenderers and resubmitted in complete shape duly signed at the end of each page of the schedule in token of acceptance of the conditions specified therein.
- 15 The CONTRACTOR and labour employed by the CONTRACTOR should comply with the Security Regulations of the Company. All the workmen are necessarily to be enrolled under the ESI Scheme and abide by all the Labour Rules and Regulations as amended from time to time.

- 16 The bid should be kept open for a minimum period of 12 months from the date of opening of the bid.
- 17 After award of contract, the tenderer must not assign the contract and must not sublet any portion of the contract to anybody without the consent of the Senior Manager.
- 18 The contractor should ensure to provide only Educated/disciplined staff with proper uniform. If any person engaged by the contractor found suppressive of discipline on or off duty, the management reserves to right to expel the person under intimation to the contractor.
- 19 After awarding the contract any established complaints against the contractor the management reserves to right to cancel the contract without any notice.
- 20 No extra items of work to be executed without prior written order from the Senior Manager.
- 21 The CONTRACTOR/Agency shall follow all the applicable Rules and Regulations of the Company which are in force.

Senior Manager
Human Resources Development Division

TENDER FORM FOR LABOUR SUPPLY TO GUEST HOUSE / CMDs RESIDENCE

NOTE - This form must be signed and submitted by tenderer along with the full set of tender papers

ITEM RATE – TENDER FOR WORKS

I/We hereby tender for execution for the Hindustan Photo Films Manufacturing Company Limited, Ootacamund, of the work specified in the underwritten Memorandum within the time and the rated specified therein and in accordance in all respects with the various clauses of the general and special conditions of contract, and the various schedules forming part of the contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

A	General Description	Labour Supply for Guest House/cmd's residence for one year
B	Estimated cost	Rs.366825/-
C	Tendered Amount	
D	Earnest Money	10 % of the Tender value
E	Percentage to be deducted from bills	5% (please refer point 2 of general conditions)
F	Period of contract from the date of written order to commence	Twelve months.

Item	Item of	Unit	Per	Rates tendered	
				Rs.	In words
AS PER SCHEDULE "B"					

CONTRACTOR

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions annexed hereto so far as applicable and/or in default thereof to forfeit and pay to the Hindustan Photo Films Manufacturing Company Limited or its successors the sums of money in the said conditions. A sum of Rs..... is herewith forwarded in Cash/Crossed Demand Draft payable to the Hindustan Photo Films Manufacturing Company Limited, Ootacamund as Earnest Money . If I/we failed to commence the work specified in the Memorandum I/We agree that the said Hindustan Photo Films Manufacturing Company Limited, or its successors shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely otherwise said Earnest Money shall be retained by it or its successors towards the Security Deposit mentioned against Clause (i.e) of the above mentioned Memorandum.

Signature of the CONTRACTOR before Submission of tender.

WITNESS

ADDRESS

Dated the day of20

TENDER FORM

The above tender is hereby accepted by me on behalf of Hindustan Photo Films Manufacturing Company Limited

Signature of the officer by whom accepted.

Dated.....day of20

Senior Manager
Human Resources Development Division

CONTRACTOR

STANDARD FORM - SCHEDULE 'A' CONDITIONS OF CONTRACT
MEANING OF TERMS

WORK

By 'the work' the parties to the contract are deemed to have understood the entire work as described in the schedule of approximate quantities in accordance with all the conditions of contract.

DATE OF COMMENCEMENT

By the date of written order to commence work the parties to this contract are deemed to have understood the date specified in the letter of acceptance of contract addressed to the CONTRACTOR by the company as the date of commencement of work.

DATE OF COMPLETION

By 'the date of completion' both parties to the contract are deemed to have understood as the date of certification mentioned in the clause 7 of the General Conditions of Contract.

SENIOR MANAGER

BY 'The Senior Manager', the parties to this contract are deemed to have understood that Senior Manager for the time being heading the department in which work is carried out or such other departmental officers or subordinates to whom such Senior Manager may delegate certain duties acting severally within the scope of the particular duty entrusted to them.

PART 1 GENERAL CONDITIONS

NATURE OF CONTRACT

- 1 This contract is neither a fixed lump sum contract nor a piecework contract, but is a contract to carry out the work in respect of LABOUR SUPPLY TO GUEST HOUSE FOR TWELVE MONTHS generally in accordance with the specification in SCHEDULE B the Schedule of rates and within the time schedule, subject to variations and modifications provided for hereinafter at rates contained in the Schedule of rates and quantities or as provided for in the said conditions of contract, all as aforesaid.

(a) Any reference in the articles of the agreement or the conditions or contract and the said schedules shall not have the effect of constituting them part of the contract.

2 (a) The CONTRACTOR has furnished part of the Security in the form of Cash for a lump sum of Rs...../- equivalent to 10% of the estimated value of the contract as part of the Security for the due fulfillment of contract.

(b) In addition to the part Security Deposit of Rs...../- referred to above 10 % value of the work done (hereafter referred to as 'retention amount 'will be deducted from payments made to the CONTRACTOR from time to time until the amount thus retained or withheld together with the sum of Rs..... referred to in para 2(a) above aggregate to 10% of the total estimated value of the contract.

SECURITY DEPOSIT

(c) The Security Deposit comprising cash of Rs..... Referred to in Para 2(a) above and the retention amount as referred to in Para 2(b) above shall be near-by the Company without interest as Security for the due fulfillment of the contract by the CONTRACTOR.

(d) It has been agreed that the said Security Deposit shall be forfeited to the company if any of the conditions of contract are not fulfilled by the CONTRACTOR provided that the Senior Manager of the company shall give a show cause Notice in writing for default to the CONTRACTOR of 14 days specifying the reason for taking such a step. In the event of the explanation not being to the satisfaction of the Senior Manager, his decision for forfeiture of Security Deposit shall be final and binding on the CONTRACTOR.

- 3 The CONTRACTOR has agreed to carryout the specific work during the contract period of 12 months prescribed in the letter of acceptance of tender vide SCHEDULE C

If the company has to incur any expenditure due to the non performance under the contract the expenditure shall be deducted from the Security Deposit and if the expenditure is more than the amount of Security Deposit, the Company reserves it right to recover the same from the CONTRACTOR.

(i) The Company shall have the right to rescind the contract when the Security Deposit shall stand forfeited to the company.

(ii) a. The Company shall have the right to complete the work by engaging labour and after completion of the work in this manner, the wages of the skilled and un-skilled labour so employed for the execution of the work plus 100 % of such wages to cover company's overheads and other expenses shall be recovered from the CONTRACTOR from any payment or moneys due to him.

OR

(ii) b. The Company shall have the right to employ any other agency for completing the uncompleted work satisfactorily and after completion of the work in this manner to recover from the CONTRACTOR the additional cost to the company.

- 4 (a) If in the exigency one of the methods (ii) (a), (ii) (b) above is adopted, CONTRACTOR's account shall be debited with the actual expenditure incurred by the company while the cost of work so executed calculated in terms of the provisions in SCHEDULE B shall be credited to the said CONTRACTOR's account. The certificate from the office of the

company so authorised in regard to the actual expenditure referred to above shall be final and binding on the CONTRACTOR.

- 5 The work shall be carried out in accordance with the specifications set out in SCHEDULE B based on the accepted tender amplified and/or modified by the letter of acceptance of tender. Such specification shall form part of this agreement

6 INSURANCE

The CONTRACTOR shall engage labourers restricted to the maximum number furnished. Further before engaging such contract workmen all workers shall necessarily be enrolled under ESI Scheme.

(a) The CONTRACTOR shall maintain the records like attendance register, wage register etc., as per current labour rules.

(b) The CONTRACTOR shall provide the uniform to the workmen engaged by him as directed by the company.

(c) The CONTRACTOR shall arrange for the medical inspection of the workmen engaged by him as per the current labour rules.

7 FINAL CERTIFICATE

On completion of the work the Senior Manager, shall furnish the CONTRACTOR with a Certificate of such completion and no such Certificate shall be given before completion of the work.

8 LABOUR TO THE WORKMEN

The CONTRACTOR should arrange for proper facilities to the workmen working under him as per current Labour Rules. He should also settle the claims that may arise consequent to injuries, accidents etc., to these workmen as per workmen Compensation Act and if he fails to pay compensation, the company shall have the right to recover the same from the bills or any money due to the CONTRACTOR and credit the recovered amounts to the Labour Commissioner. He should also arrange for regular payments to their labourers as per the provisions in the Minimum Wages Act and Retirement compensation rules.

9 ARBITRATION

Except where otherwise provided in the contract all questions and disputes to the terms of the contract, whether the same is arising during

the progress of the work or after the completion or abandonment of work, will be left to the decision of two arbitrators, one to be appointed by each party (and in the event of a difference of opinion between the two arbitrators on any matter or matters to the arbitration of an umpire to be nominated by the said two arbitrators before they enter on the reference) or sole arbitration by arbitrator/umpire/Sole arbitrator which shall be final and binding on both parties.

- 10 COMPANY'S RIGHT TO TERMINATE CONTRACT AT ANY TIME. The Company shall have the right to terminate the contract at any time during the period of contract.

Senior Manager
Human Resources Development Division

CONTRACTOR

STANDARD FORM – SCHEDULE 'C'
SCHEDULE OF COMPLETION TIME
(clause 3 of General Conditions of Contract)

Name of Work - Labour Supply to Guest House / CMDs Residence

The entire work shall be completed within twelve months from the date of order to commence the work i.e.....to

Senior Manager
Human Resources Development Division

CONTRACTOR

SCHEDULE B

SPECIFICATION OF JOB

COOKS

- Should attend duty in shifts.
- Cook food for room guests as per occupancy.
- Helps out in serving food at the dining hall .
- Undertakes room service during VIPs visit to HPF.
- Makes out Menu orders for wedding receptions; for lunch/dinner depending upon number of persons.
- In emergency situations help in housekeeping works.
- Maintain Kitchen order Register.
- Follow instructions of Manager Guest House/Front Office staff.

BEARERS

- Should attend duty in shifts.
- Serve food as per menu placed by room guests.
- Attend washing work of crockery and Cutleries.
- Should attend housekeeping works after 5 PM when there are room guests.
- Helps in general cleaning of rooms and cottages.
- To help in local purchase of items in connection with party orders; lunch/dinner and other services.
- Maintain a record of items served to the guests and inform the same to the front office.
- Helps to carry the luggage of the guests to the room and from the rooms.
- Follow instructions of Manager Guest House/Front Office staff.

HOUSE KEEPING HELPERS

- Attend duty in General Shifts (8 AM to 4 PM)
- Attend washing work of crockery and cutleries.
- Washing and cleaning of kitchen area, Dining Hall, Pantry etc.,.
- General cleaning of rooms and cottages.
- Follow instructions of Manager Guest House/Front Office staff.

CMDs RESIDENCE

- To clean the entire house and wet mop on a regular basis
- To check if water lines and Electrical accessories are functioning properly
- To remove weeds and maintain the garden on a regular basis

- Any other extra work as instructed by the authorized person.

Senior Manager
Human Resources Development Division

CONTRACTOR

SPECIAL CONDITIONS

- 1 The CONTRACTOR shall maintain all the statutory requirements viz., ESI, PF, Registration with Inspector of Factories and adhere to all other labour legislation applicable.
- 2 Payment shall be made on monthly basis for the actual mandays worked. Necessary income Tax will be deducted from the payment.
- 3 The CONTRACTOR shall provide uniform to the labours engaged by him. The pattern and colour of the uniform shall be as per the specification of the Management.
- 4 The Company shall have the right to terminate the contract at any time during the period of contract if the performance is found to be unsatisfactory.
- 5 The required Manpower for the above work to be arranged within the Scheduled time. In case of failure to adhere the agreed scheduled time, subject to force majeure conditions the CONTRACTOR is liable to pay a penalty @ 2% on the total labour cost per day. The reasons for delay in engaging the labours in time due to force majeure conditions should be explained at the time of submission of bills with suitable reasons and HPF reserves the right for waiver of such claims.

Senior Manager
Human Resources Development Division

CONTRACTOR