NR-356/375

OFFICE OF THE
COMMANDANT 6TH IRBn. DHAULA-KUAN,
DISTRICT, SIRMOUR AT NAHAN HIMACHAL PADESH.

No. Prov./B-1(1-Out Source)/2019- Dated:_____/

EXTENSION OF TENDER/BIDS SUBMISSION DATE

This notification is in continuation this office letter Endst No. Prov./B-1(1-Out Source)/2019-17420-45 dated 22-08-2019 for outsourcing of Manpower 20 Posts (i.e. Sweeper =07, Barber =04, Washer man =03 and Water Carrier =06) in 6th IRBn. Dhaula-Kuan, District Sirmour (HP) The Last date for submission of bids was 20-09-2019. Due to administration reason, now it has been decided to extend the closing date for submission of bids/tenders **will now be 26-09-2019 upto 11:00 AM Any bid which is received after due date & time shall not be considered . The tender shall be opened at 03:00 PM**. on the same day in the presence of all Tenderer or their authorized representatives who wish to be present before the appropriate committee.

All others conditions in the tender will remain unchanged.

Commandant,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

Endst. No.A/A 19293-335 Dated:- 17.09.19

Copy is forwarded to the following for favour of information and necessary action to:-

1. All Head of Police Offices in Himachal Pradesh
2. The Director public relation, HP with request to publish the same in leading newspaper at DAVP rates i.e. one Hindi and one English newspaper and bill of the same be sent to this office for making payment.
3. The Deputy Superintendant of police SCRB Shimla with the request to upload the afore said Tender/Bids Notice and term and condition of the same may be published on PHQ official website: www.hppolice.gov.in for vide publicity.
4. The District information & Public relation Officer Sirmour for wide Publicity.
5. The District Labour Officer, Sirmour District at Nahan.
6. Office Supdt., OSI, Reader, R.K. including RI battalion Lines Dhaula-Kuan, for wide publicity.
7. Office Accountant 6th IRBn. with the direction to make necessary correspondence for arrangements of funds for the publication of the Tender Notice.
8. MHC, 6th IRBn. Dhaula-Kuan and I/C Dairy /Dispatch with the direction to display a copy of Tender Notice on the Notice Board.

Commandant,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

OFFICE OF THE COMMANDANT
6TH IRBn. DHAULA-KUAN, DISTRICT, SIRMOUR AT NAHAN H.P.

No. Prov./B-1(1-Out Source)/2019- Dated:_____/

TENDER/BIDS INVITING NOTICE

Office of the Commandant 6th IRBn Dhaula-Kuan District Sirmour (H.P). intends to invite bids in sealed covers for outsourcing of Manpower 20 Posts (i.e. Sweeper =07, Barber =04, Washer man =03 and Water Carrier =06) from Service Provider/Agencies who are having 02 years experience & Registered vendor/ contractor and interested to provide the outsourcing of services for the unit of 6th IRBn Dhaula-Kuan, District Sirmour, HP. for a **period of one year from the date of agreement / contract**:-

Such vendors who fulfill the aforesaid criteria can obtain detailed tender enquiry documents from the Office of the Commandant 6th IRBn Dhaula-Kuan District Sirmour H.P. on cash payment of Rs. 500/- on any working day. The Tender documents duly completed by the bidders in all respect must reach in this **office latest by 20 September 2019 upto 11:00 AM. Any bid which is received after due date & time shall not be considered . The tender shall be opened at 03:00 PM**. on the same day in the presence of all tenderers or their authorized representatives who wish to be present before the appropriate committee.

The sealed envelope containing tender /Quotation shall be addressed to "The Commandant 6th IRBn. Dhaula-Kuan at Nahan (In the Building of Old SP Office) District Sirmour, HP, 173001" and must be subscribed at the top of envelope as " Tender /Quotation for providing services of class IV i.e. Sweeper, Barber, Washer man and Water Carrier" and also name of the tenderer be mentioned on the reverse of the envelope.

The undersigned reserves the right to postpone, cancel and /or extend the date of receipt/opening of Tender/Bids or to withdraw the same, without assigning any reason thereof.

Following documents, giving full details are as under:-

1. Terms & Conditions: **Annexure 'I' (10 pages)**
2. Technical Bid: **Annexure 'II' (01 page)**
3. Financial Bid: **Annexure 'III (01 page)**
4. Other document & **Annexure A,B,C** **(05 pages**)

Interested parties may inspect the premises of above units and submit the Annexure-II & Annexure-III fully filled up. Both the Annexure should be kept in separate sealed envelope which may be **subscribed as "Annexure-II" & Annexure-III".** These both envelopes shall be placed in a sealed cover subscribing **"Tender/Rate for Sweeper, Barber, Washer man and Water Carrier"** Should be in the name of Commandant of 6th IRBn Dhaula-Kuan at Nahan, District Sirmour (H.P). The **service providers** will be short listed on the basis of their technical competency after opening of **Annexure-II.** Financial bids **(Annexure-III)** of only those bidders will be opened by a committee constituted for the purpose who are short–listed on the basis of their Technical Bid (Annexure-II). For any clarification in the matter and/or for inspection of the office and premises, prior appointment may be made with Commandant 6th IRBn Dhaula-Kuan at Nahan, District Sirmour (H.P). **Details & terms and condition of the same can be seen and downloaded on the official website: www.hppolice.gov.in of Himachal Pradesh Police.**

Encls: As Above

Commandant ,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

Endst. No.A/A 17420-45 Dated:-22/08/2019

Copy is forwarded to the following for favour of information and necessary action to:-

1. All Head of Police Offices in Himachal Pradesh
2. The Director public relation, HP with request to publish the same in leading newspaper at DAVP rates i.e. one Hindi and one English newspaper and bill of the same be sent to this office for making payment.
3. The Deputy Superintendant of police SCRB Shimla with the request to upload the afore said Tender/Bids Notice and term and condition of the same may be published on PHQ official website: www.hppolice.gov.in for vide publicity.
4. The District information & Public relation Officer Sirmour for wide Publicity.
5. The District Labour Officer, Sirmour District at Nahan.
6. Office Supdt., OSI, Reader, R.K. including RI battalion Lines Dhaula-Kuan, for wide publicity.
7. Office Accountant 6th IRBn. with the direction to make necessary correspondence for arrangements of funds for the publication of the Tender Notice.
8. MHC, 6th IRBn. Dhaula-Kuan and I/C Dairy /Dispatch with the direction to display a copy of Tender Notice on the Notice Board.

Sd/-
Commandant ,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

Annexure 'I'

Terms & Conditions

(i) <u>Terms & Conditions and Scope of work for the post of Sweeper</u> :-

1. Providing the cleanliness services in Police complex i.e. Messes, offices, lines, barracks, toilets and premises of battalion complex, will be the scope of work. **The above services may be used with in state or out of state as per the deployment of this unit's force.**
1. Daily providing of services of cleanness would be as per the time table and working hours would be normally 8 Hours including Half Hour Lunch break. These services will be as per the requirement of unit/Routine Cleanliness.
2. Special attention will be paid toward personal hygiene including above said scope of work.
3. No. advance payment will be made.
4. In case of failure to provide services of sweeper, equated amount per day of the monthly payment shall be deducted.
5. Continuous failure for 03 days shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
6. For any dispute arising out of work agreement, decision of the Commandant of this IRBn shall be final and binding upon the service provider.
7. The Commandant of this IRBn reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
8. The service provider may withdraw from work agreement by giving one month prior written notice.
9. This contract is only for one year on outsource basis for providing of services of sweeper and he/she shall not be regularized in future.
10. Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
11. The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.
12. The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
13. Employees/staff hired by the service provider, providing services to Govt. department will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned Govt. department.
14. In case there is a need for the staff of service providers to travel outside headquarters, the concerned department may allow payment, as part of the service contract for daily allowance up to @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.
15. Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Departments.
16. It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.
17. In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

(a) Daily services:-

1. General cleaning of all the areas mentioned under Scope of Work includes maintenance of plants as per daily cleaning services. Cleaning should be done from Monday to Saturday and twice a day once before 09.30 hrs. and second between 13.00 hrs to 14.00 hrs. However , this schedule may vary according to needs of department, cleaning of Control Room shall be undertaken thrice a day.
2. Removal of waste papers from waste paper baskets and any other garbage from the entire premises of the Complex.
3. Dusting and cleaning of furniture in all rooms/cabins, cupboards, Almirah, racks, telephones, tables, stabilizers, ACs, etc. with dry cloth.
4. Cleaning and dusting of carpet, computers, keyboards, terminals, printers, audio-video equipment, communication & all other equipments etc.
5. Restocking of toiletries in toilet after routine check-ups in the morning. Acid/Harpic cleaning and scrubbing of toilets/WCs urinal stands, washbasins, floor area of the toilet and cleaning, wet mopping of toilets wherever necessary.
6. Daily cleaning and dusting of notice boards and watering of plants etc.
7. Removal of any kind of dirt or stains from anywhere in the premises including corners, foot of the ventilations, ceiling walls, windows etc. as and when required.

(b) Weekly service on Saturday

1. Dusting of entire area including windows;
2. Sweeping of all floors, toilets;
3. Dusting of all ACs, Grills/Window grills;
4. Dusting of windows/Venetian blinds;
5. Cleaning of all doors and door frames;
6. Washing of all floors and toilets;
7. Polishing of floors;
8. Cleaning of sanitary fittings in the toilets with standard cleaning material;
9. Cleaning of all window glasses and grills with detergent/cleaning agent.

(c) Fortnightly Services

In order to maintain quality and proper cleanliness, the agency shall also carryout thorough cleaning service on every fortnight in the entire premises of complex as detailed below:

1. Thorough cleaning and washing of the entire floor area using Vim/cleaner and dry/wet mopping with phenyl etc.
2. Removal of cobwebs.
3. Polishing and cleaning of nameplates, sign boards, paintings and fixtures, if any.
4. Vacuum drying - cleaning of curtain; upholstery, shampooing of chairs, sofa etc.
5. Vacuum cleaning and brushing of all carpeted area.
6. Window sponging and cleaning.
7. Cleaning of drinking water jugs, thermos including all type of crockery/steel items and dustbins, water flasks, buckets etc. with detergents. It also includes cleaning of electric switch buttons and boards.
8. Cleaning and dusting of all computers, keyboards, terminals, printers, audio-video equipment, communication equipment etc. first with dried-wet cloth and then with Colin or brisk spray. However, precautionary measures must be taken to avoid any fading of letters from keyboards,

damages due to water seepage into equipment or any other damage to the equipment while cleaning.

9. Dusting and cleaning of all office tables, wall fans, chairs, sofa, sets, labs, racks, panels, telephone instruments, Almirah, etc. with dry cloth and then with Colin or brisk or champion silicone spray.
10. Cleaning of window-glasses, frames, panels, Venetian blinds, curtains, railings and cabins with Colin or brisk or champion silicone spray.

(d) Monthly Services:

1. Scrubbing of entire premises.
2. Dusting of walls, roofs, ceiling etc.
3. Stain removing of entire premises occupied in battalion complex
4. Pest control spray in the entire premises

(e) **Contingency Service:**

1. The Agency shall also provide cleaning service in the entire premises as and when the contingency arises, on any day of the week.
2. The agency shall be responsible to maintain quality and work efficiency by developing extra staff, if so required.
3. No extra payment shall be charged from the Police department for this contingency work

(f) Materials:

It shall be the responsibility of the Borrowing Department to arrange for all the consumables such as dusters, mops, brushes, brooms, pans, detergents, washing power, sponges, buckets, garbage sacks, floor polish, phenyl, acid, toilet disinfectants, liquid soaps, soap cakes, odonil, Colin/brisk/silicone spray, room fresheners and vacuum cleaner etc. and other related materials required of good quality and reputed makes.

The persons so deployed shall be under the overall control and supervision of the contractor. The contractor shall be responsible for payment of their wages etc. and all other dues which the contractor is liable to pay under the Labour Act, Rules and other statutory provisions.

(ii) <u>Terms & Conditions and Scope of work for the post of Barber :</u>

1. Providing of services of barber i.e. Hair cutting, Shaving, Beard trimming & hair colouring etc. for battalion's officers/ officials will be the scope of work. **The above services may be used with in state or out of state as per the deployment of this unit force.**
2. Daily providing of services of barber would be as per the time table and working hours would be normally 8 Hours including Half Hour Lunch break.
3. Neat & clean cloths shall be worn by the barber. Special attention will be paid toward personal hygiene.
4. No. advance payment of any kind will be made.
5. In case of failure to provide services of barber, equated amount per day of the monthly payment shall be deducted.
6. Continuous failure for 03 days shall lead to termination of work, agreement and amount due in favour of service provider shall be forfeited.
7. For any dispute arising out of work agreement, decision of the Commandant of this IRBn shall be final and binding upon the service provider.
8. The Commandant of this IRBn reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.

9. The service provider may withdraw from work agreement by giving one month prior written notice.
10. This contract is only for one year on outsource basis for providing of services of barber and shall not be regularized in future.
11. Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
12. The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.
13. The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
14. Employees/staff hired by the service provider, providing services to Govt. department will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned Govt. department.
15. In case there is a need for the staff of service providers to travel outside headquarters, the concerned department may allow payment, as part of the service contract for daily allowance upto @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.
16. Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Departments.
17. It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.
18. In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

(iii) <u>Terms & Conditions and Scope of work for the post of Washers Man :</u>

1. Providing of services of Washer Man i.e. washing and ironing of Dresses/clothes and curtains etc. for battalion's officers/ officials & offices will be the scope of work. **The above services may be used with in state or out of state as per the deployment of this unit force.**
2. Daily providing of services of Washer Man would be as per the time table and working hours would be normally 8 Hours including Half Hour Lunch break.
3. Special attention will be paid toward washing/ironing of clothings .
4. No. advance payment of any kind will be made.
5. In case of failure to provide services of Washer Man, equated amount per day of the monthly payment shall be deducted.
6. Continuous failure for 03 days shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
7. For any dispute arising out of work agreement, decision of the Commandant of this IRBn shall be final and binding upon the service provider.
8. The Commandant of this IRBn reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
9. The service provider may withdraw from work agreement by giving one month prior written notice.
10. This contract is only for one year on outsource basis for providing of services of Washer Man and will not be regularized in future.
11. Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.

12. The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.
13. The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
14. Employees/staff hired by the service provider, providing services to Govt. department will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned Govt. department.
15. In case there is a need for the staff of service providers to travel outside headquarters, the concerned department may allow payment, as part of the service contract for daily allowance upto @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.
16. Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Departments.
17. It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.
18. In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

(iv) <u>Terms & Conditions and Scope of work for the post of Water Carrier :</u>

2. Providing of services of Water Carrier i.e. Cleaning of utensils, help in cooking work, provide pure water for the purpose and also help in distribution of food amongst the officials including table service for battalion's Mess, offices & Canteen etc. will be the scope of work. **The above services may be used with in state or out of state as per the deployment of this unit force.**
3. Daily providing of services of Water Carrier would be as per the time table and working hours would be normally 8 Hours including Half Hour Lunch break.
4. Neat & clean cloths shall be wear by the Water Carrier Special attention will be paid toward personal hygiene.
5. No. advance payment of any kind will be made.
6. In case of failure to provide services of Water Carrier, equated amount per day of the monthly payment shall be deducted.
7. Continuous failure for 03 days shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
8. For any dispute arising out of work agreement, decision of the Commandant of this IRBn shall be final and binding upon the service provider.
9. The Commandant of this IRBn reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
10. The service provider may withdraw from work agreement by giving one month prior written notice.
11. This contract is only for one year on outsource basis for providing of services of Water Carrier and shall not be regularized in future.
12. Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
13. The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.
14. The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.

15. Employees/staff hired by the service provider, providing services to Govt. department will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned Govt. department.
16. In case there is a need for the staff of service providers to travel outside headquarters, the concerned department may allow payment, as part of the service contract for daily allowance upto @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.
17. Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Departments.
18. It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.
19. In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

GENERAL TERMS & CONDITIONS FOR ALL POSTS:-

Terms of Payment:

The **Commandant 6th IRBn** shall make the monthly payment either by cheque or through demand draft or through RTGS to the Bank account of Contractor directly within one month after the submission of the bills as per his entitlements under terms and conditions of the contract and after the deduction of penal amount if any inflicted for lapse or violation of the terms and conditions of the tender document.

Payment Procedure

a) The Service provider will submit the pre-requested bill in triplicate in the name of the (Commandant) on last day of every month.
b) Bills submitted will be processed and amount will be released within 10 days.
c) No advance payment of any kind will be made to the Agency.
d) No increase shall be asked for or admissible in the amount of contract for the entire period of the contract for one year.

Penalty Clauses

I. A register of complaint will be maintained by R.I/ OSI and all shortcomings will be recorded in it and if no action is taken within 1 hour, Rs.50/- will be deducted from the bills.
II. Whenever and wherever, it is found that the work assigned to various outsources is not upto the mark, it will be brought to the notice of the supervisory staff and an amount of Rs.500- per day will be invoked.
III. Any misconduct/misbehavior on the part of the workers deployed by the Agency will not be tolerated and such persons will have to be replaced immediately.

Place and period of service contract

The Service Contract is exclusively for providing Manpower for this IRBn. The Service Contract Period shall be initially for One Year (12 Months) which can be extended further in special circumstances and in exceptional cases.

GENERAL TERMS & CONDITIONS:-

1. The Tenderer have to furnish Earnest money deposit (EMD)/ Bid Security of Rs. . 1,00,000/-(One Lakh Only) in shape of Account Payee Bank Draft or duly pledged Fixed Deposit receipt from any nationalized Bank drawn in favour of **Commandant 6th IRBn** , the said document shall be furnished by the Service Provider with the Tenderer together with Technical Bid. The bids without earnest money shall not be entertained and shall be liable to be rejected straight way.

2. The sealed bids shall be opened by a committee of three members constituted for the purpose by the **Commandant 6th IRBn**. The Committee shall examine / scrutinize, the bids so received for sweeping/cleaning, Barber, Water carrier and Washer Man as per terms and conditions of tender document and shall submit report along with its recommendation to the **Commandant 6th IRBn**

3. On receipt of recommendation of Committee, the **Commandant 6th IRBn** shall give the approval of contract in favour of successful bidder in form appended as **"Annexure –B"**. The successful bidder shall execute a contract / agreement with the **Commandant 6th IRBn**, within 7 days, from the date of approval of the contract. In case of failure to execute the contract / agreement within stipulated period, the amount of Earnest Money Deposit (EMD) shall stand forfeited.

4. The preference for work engagement will be given only to the bonafide Hamachali. The successful bidder / contractor after the approval of the contract shall engage employees for work which should be bonafide Hamachali and he shall also submit their bonafide Hamachali certificates with the technical bid. The personnel deputed for work shall not be below the age of 18 years.

5. The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be returned after 7 days from the date of the finalization of the tender. No interest shall be paid on Earnest Money Deposit (EMD) by the **Commandant 6th IRBn**.
6. **The Performance security of @ 6% of the value of contract** shall be furnished by successful bidders on the award of the contract in the shape of Account payee Demand Draft Or duly pledged fixed deposit receipt or bank Guarantee from a commercial bank, as the case may be, in an acceptable form with a view to safeguard the interest of Department. Performance Security shall remain valid for a period of 60 Days from the date of completion of contract to the best satisfaction of Commandant 6th IRBn. Dhaula-Kuan at Nahan.

7. The panel of contractors shall be valid for 90 days. The successful bidder, to whom the contract has been awarded, if he does not respond within 30 days from the date of award of contract, the offer shall stand cancelled automatically and contract / work will be awarded to the next bidder.

8. Any direct or indirect attempt to influence for negotiation on the part of tender with the authority to whom tender has been submitted or with tender accepting authority before the finalization of tender process shall render the tenderer liable for exclusion his tender from consideration.

9. The **Commandant 6th IRBn** reserves the right to reject/ alter any or all the Tenders/ Tender schedule without assigning any reason thereof. No enquiry verbal or written shall be entertained in respect of acceptance / rejection of the tender

10. Only valid and viable tender will be considered.
11. Tenders having cuttings and poor writings (not legible) shall not be considered. 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.

12. The Decision of the **Commandant 6th IRBn** with regard to determining the quality of service rendered by the contractor shall be final and shall be acceptable to contractor. The contractor shall therefore be bound to rectify or take care of the defects as pointed out by the **Commandant 6th IRBn.**

13. The contract shall be initially for a period of one year but, it can be extended further in special circumstances and in exceptional cases.

14. The **Commandant 6th IRBn** shall not be in any manner concerned with the internal affairs of the contractor that may be regarding dispute with the workers engaged by him or dissolution etc.

15. Failure to comply with the contract obligations as per tender document will make the contractor liable for black listing for future contract in Himachal Pradesh for three years and the entire amount of Security deposit will be forfeited to the Police Department Himachal Pradesh.

16. Any dispute between Department and contractor or his employees so engaged for the purpose will be subject to jurisdiction at **Sirmour** only. However in case of dispute between contractor and his employees, the same shall be referred to the Registrar, Cooperative Societies, Shimla (HP) for arbitration or any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.

17. In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the tenders will be opened in Commandant office at Nahan on 21-09-2019 at 11.00 AM.

18. Any loss to the property of the above units by the workers of the contractor, shall be the responsibility of contractor and he has to make good the loss immediately, failing which the same will be recovered either from his dues or from security amount.

19. Each page of the tender document must be signed by the Tenderer along with the seal of the contractors / firms / companies / Cooperative Societies / NGOs, as the case may be.

20. It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for sweeping/cleaning of office and premises, under law namely the Minimum Wages Act. ESI Act. Bonus Act, Maternity Benefits Act, Shop and Establishment Act etc. and provide quality service to the **Commandant 6th IRBn**. For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10.00 dully signed by the Magistrate 1st Class as per specimen format attached as **"Annexure-C"**

21. The contractor shall be responsible for strict adherence of the provisions of Central / State Acts or the Regulation as well as in respect of 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. The Department shall have the right to deduct taxes / TDS / bank charges etc. at source as applicable as per rules in force from time to time. Service tax / charges if applicable shall be borne by the Contractor.

22. The service provider will be responsible for deposit of GST and Other Taxes, if any as per relevant statute.
23. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for sweeping/cleaning work in the above units of this District. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulge in any unlawful act or disorderly conduct, the contractor shall remove such employee immediately as per the directions of the **Commandant 6th IRBn.**

24. In the event of any injury or mishap or illness of any worker while performing the duty, the **Commandant 6th IRBn** shall not take any liability towards payment of expenses in connection with treatment or any compensation. It will be the sole and whole responsibility of the contractor in this regard.

25. The contract may be terminated in any of the following contingencies:-

(i) On the expiry of the contract period if not otherwise extended further in special circumstances and in exceptional cases;

(ii) Giving notice of one month, in case the performance of the workers is not found satisfactory;

(iii) In the event of breach of any of the terms and conditions of tender document and contract;

(iv) From either side by giving one month prior notice even before the expiry of said contract agreement;

(v) 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.

(vii) 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.

(viii) The total services given by the agency in a month, if found unsatisfactory, the Police Department shall be at liberty to deduct upto 25% of the monthly billed amount apart from taking such other action as contained in para above.

26. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and **Commandant 6th IRBn.**

27. This is job assignment. Staff deployed for the job will be bonafide employees of the agency and he shall be solely responsible in any manner. Police Department shall make payment to the Agency for the supply of manpower and not to the individual concerned. Further, it is hereby clarified that the staff deployed by the agency will have no right to claim for any job in Police Department and for that purpose the Agency will be solely responsible.

28. **Responsibility of Service Provider/agency.**

a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.

b) The agency shall be responsible for the discipline of the staff working under it.

c) The agency staff members are found misbehaving with any of Police Officers/Staff member, the services of the agency staff member concerned shall be dispensed with on the spot. It will be the responsibility of agency to provide replacement immediately.

d) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Department.

e) For successful implementation of the terms and conditions of this agreement, the staff employed by the agency shall be subject to inspection by the authorized officers of Police Department.

f) The agency shall maintain a logbook under supervisor's care in which daily attendance of the staff shall be marked to ensure that required numbers of persons engaged are physically present. All the complaints and jobs taken care of shall be recorded. This logbook shall be shown to Police representative at the end of any working day and at any other time on demand.

g) The agency shall also ensure the safety of Police property. In case of damage to any equipment/property of Police, due to the delinquency of the agency staff, the same would be replaced at the cost of Agency. Police Department's decision will be final in this regard.

h) The agency shall be solely responsible for all the service matters of its employees, shall be responsible for all statutory requirement and compliance with provisions of various Labour Laws and shall also abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.

i) The agency shall ensure that the staff employed by it shall be well trained in service provided and shall have good conduct, physically and medically fit.

j) The agency shall provide uniform to each of its staff members and ensure that they are properly dressed including shoes and also carry identity cards, metal name plate.

k) The agency shall ensure that each of its members is well mannered in respect of his behavior while presenting themselves before officers or staff of Police Department.

l) Police Department stands indemnified from any claim arising out of injury/death of any manpower posted by the agency in accordance with the fulfillment of this assignment such claims shall be the sole responsibility of the agency. Police Department shall not be responsible for any claim of whatsoever nature.

m) The detail of person required to attend to aforesaid work has already been agreed by the First Party as per Annexure-A added to this agreement.

n) Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.

o) The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.

p) The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.

q) It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.

r) In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

Responsibility of Police Department:

The Agency will be provided with:

a) Sitting place and storage space;

b) Employees/staff hired by the service provider, providing services to Govt. department will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned Govt. department.

c) In case there is a need for the staff of service providers to travel outside headquarters, the concerned department may allow payment, as part of the service contract for daily allowance upto @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.

d) Material will be provided by the battalion.

Sd/-
Commandant
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

Annexure-II"

Technical Bid:

The tendering Service Providers are required to enclose photocopies of the following documents (dul`y self-attested) with this Technical Bid, **failing which their bids shall be summarily rejected and will not be considered any further:**

(a) Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority;
(b) Copy of PAN and proof of DGR empanelment;
(c) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.
(d) Copy of the Balance Sheet and Profit and Loss Account for the last three consecutive years certified by the Chartered Accountant.
(e) Copies of EPF and ESIC registration certificates.
(f) Copy of the Labour License / Registration under the Contract Labour (Regulation & Control) Act, 1970.
(g) Certified extracts of the Bank Account containing transactions during previous financial year.
(h) Experience certificate obtained from Government Department/PSUs or any other organizations of providing sweeping/cleaning service.
(i) An affidavit to the effect that no case is pending with the police against the Proprietor / Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted.
(k) Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.
(l) Copies of Bonafide Himachali certificates in respect of employees to be engaged for sweeping/cleaning work of office and premises of department of Police.

The financial bids of only those contractors / firms / companies / Cooperative Societies / NGOs will be opened which fulfill the documentation criteria enumerated above.

Important Note:-

1. **Please read "Terms and conditions" carefully before filling up this form.**
2. **Please complete the format in all respect with signature on each page.**
3. **The Tender Committee reserves the right to accept or reject any application for Technical Bid for the above work without assigning any reason whatsoever.**

DECLARATION

I hereby state that the information furnished by me is correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company/firm will be blacklisted and will not have dealing with the Department in future.

(Signature of tenderer or authorized signatory with date & seal)

"Annexure-III"

Financial Bid:

The rates should be quoted in the format and the same should be duly signed and stamped either by the Tenderer or by a person duly authorized by him. The rates must be mentioned in figures as well as in words. Overwriting and cutting should be avoided.

The contractor shall be required to ensure invariably minimum wages, EPF and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time. The tender with lowest rate quoted as per format shall be acceptable and Contract concerned tendering such lowest bid shall be considered as successful bidder. The bidders not having EPF number or any other statutory requirements can also participate in the tendering process but such bidders shall have to furnish EPF registration number and other requirements within one month from the date of award of contract/work failing which his contract shall stand terminated automatically and offer shall be afforded to 2nd lowest bidder standing on the panel.

Format Detail of salary / wages of workers, service Tax and profit element etc.

Sr.No.	Particulars	Amount per month (Rs.)			
		Sweeper	**Barber**	**Washer-Man**	**Water-Carrier**
1.	Salary of worker (As per minimum wages rates fixed by H.P Govt.)				
2.	EPF (As per Rule)				
3.	ESI (As per Rule)				
4.	Profit element				
5.	Total				
6.	GST (As per Rule)				
7.	**Grand Total In Rs.**				
8.	Leave Allowed				

(Signature of the Tenderer or authorized signatory with date & seal)

Important Note:-

1. Please read "Terms and conditions" carefully before filling up this form.
2. Please complete the format in all respect with signature on each page.
3. The Tender Committee reserves the right to accept or reject any application for Technical Bid for the above work without assigning any reason whatsoever.

DECLARATION

I hereby state that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company/firm will be black listed and will not have dealing with the Department in future.

(Signature of the Tenderer or authorized signatory with date & seal)

DECLARATION REGARDING ACCEPTANCE OF TERM AND CONDITIONS OF TENDER DOCUMENT

To

The Commandant
6th IRBN Dhaula-Kuan at Nahan
District Sirmour H.P

Sir,

I have carefully gone through the term and conditions of the tender document inviting the bids to provide the services for Manpower i.e. sweeper, Barbar, Washer Man and Water carrier work in the 6th IRBN, I declare that all the terms and conditions mentioned in tender document are acceptable to me.

Yours Faithfully

Signature……..

Name……..

Father Name……...

Date

Place

Name of Firm/ Agency
Along with permanent
Address

"Annexure-A"

Contract Agreement to be entered into with the Contractor

Form of contract/agreement to be executed between the……(Name of the Contractor) and the Government of Himachal Pradesh, through Commandant 6th IRBn. Dhaula-Kuan at Nahan.

This agreement is made on this_____day of_____In this year_____between Sh_____Contractor_____M/S_____the successful bidder (here-in -after called the first Party), and the Governor Himachal Pradesh, through Commandant 6th IRBn. Dhaula-Kuan at Nahan (here-in-after called the Second Party)

Whereas, the second party has engaged the aforesaid first party and first party has agreed to provide the services for sweeping/ cleaning , Barbar, Washer Man and Water carrier of the 6th IRBn. Dhaula-Kuan, as per scope of works/terms and conditions of tender for a period of one year on the following terms and conditions:-

(1) The First party shall provide the services for sweeping, Barbar, Washer Man and Water carrier, to the second Party 6th IRBn Dhaula-Kuan for a period of one year commencing on day of_____.It is specifically mentioned and agreed upon by both the parties that the contract of the first party with second party shall ipso-facto stand continued for next one year subject to satisfaction of terms and conditions of tender and this contract agreement.

(2) The amount of the contract for providing the services for sweeping, Barbar, Washer Man and Water carrier of the 6th IRBn Dhaula-Kuan by the first party to second party will be per month.

(3) The contract of providing the services for sweeping, Barbar, Washer Man and Water carrier of the 6th IRBn Dhaula-Kuan to second party will remain in vogue subject to abiding by the terms and conditions of tender document. In case of violation of terms and conditions of tender document, the contract would be liable for termination.

(4) The contract of providing the services for sweeping, Barbar, Washer Man and Water carrier of the 6th IRBn Dhaula-Kuan can be terminated by serving one month prior notice from either side without assigning any reason.

(5) The first party shall abide by all the terms and conditions of tender document and contract agreement. In case of contravention of any term and condition, the first party shall be liable for such penal action as the second party may determine under terms and conditions of tender document.

(6) The first party shall submit its bill during the first week of succeeding month. The payment shall be released within 10 days for the amount as per entitlement of the first party either through demand draft or by cheque or through RTGS to the Bank account of Contractor directly.

(7) In case of any loss to the property of second party by the workers of first party, shall the responsibility of first party and it has to make good the loss immediately, failing which the same may recovered either from its dues or from security amount.

(8) The first party shall abide by the provisions of minimum wages Act, 1948 and shall ensure the compliance of the provisions of said act invariably. The first party is bound to open Bank account of each worker engaged by it under "sweeping/cleaning, Barbar, Washer Man and Water carrier of 6th IRBn. offices and premises" contract and shall disburse their salary through

these accounts. It shall abide by provisions of EPF Act. Contract Labour Act.1970 and shall provided all the benefit i.e Bonus, ESI, EDLI, Gratuity etc. where applicable, to all the workers engaged by it to discharge contractual obligation.

(9) The first party shall provide quality service of sweeping/cleaning, Barbar, Washer Man and Water carrier for 6th IRBn, to the 2nd party during the whole term of contract. The first party shall be bound to rectify or take care of the defects as pointed out by the 6th IRBn. Dhaula-Kuan the period of contract.

WITNESSES THE FIRST PARTY AND SECOND PARTY have herein to set their hands the day, month and year first above written

IN THE PRESENCE OF WITNESSES

1._____

(Name and full address)

2._____

(Name and full address)

Signature of the first party

IN THE PRESENCE OF WITNESS:

1._____

(Name and full address)

2._____

(Name and full address)

Signature of the Second party

"Annexure-B"

APPROVAL OF CONTRACT FOR SWEEPING/CLEANING, BARBAR, WASHER MAN AND WATER CARRIER OF 6TH IRBN.DHAULA-KUAN DISTRICT SIRMOUR.

The approval of contract is hereby accorded in favour of Sh._____. Prop. M/s_____to provide the services for sweeping/cleaning, Barbar, Washer Man and Water carrier 6th IRBn. Dhaula-Kuan as per terms and conditions accepted initially for a period of one year. This approval is also subject to the Terms & Conditions of the tender document to be abided by the contractor in letter and spirit. He has to execute the contract/ agreement with the undersigned within a week time after this approval. In case of failure to execute the contract/agreement within stipulated period, the amount of EMD shall stand forfeited.

Office Seal

Commandant ,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P.

Date:

Place:

"Annexure-C"

(An undertaking on Rs. 10/- Non judicial Stamp Paper duly attested by class-1 Magistrate)

To,

Commandant ,
6th IRBn. Dhaula-Kuan at Nahan
District Sirmour, H.P

UNDERTAKING

(1) I shall abide by the provision of minimum wages Act, 1948 compliance of the provision of said act invariably

(2) Further, I understand that I am bound to open Bank account of each worker engaged by me under the sweeping/cleaning, Barbar, Washer Man and Water carrier of 6th IRBn and shall disburse their salary through these accounts. I also understand that a penalty of Rs.10000/-per month shall be imposed upon me by the Commandant 6th IRBn Dhaula-Kuan for not disbursing the salary through their bank accounts or release of salary contrary to the minimum wages Act.

(3) I shall abide by the provisions of EPF Act.1970 and shall provide the benefit i.e. Bonus, ESI, EDLI, Gratuity etc. where applicable, to all the workers engaged by me to discharge contractual obligation.

(4) The decision of Chairman (LC) with reference to the labour welfare or labour dispute shall be binding upon me and I shall ensure the compliance of such decision in letter and spirit.

(5) I understand that I have to provide quality service to the 6th IRBn. Dhaula-Kuan during the whole term of contract I shall be bound to rectify or take care of the defects pointed out by the 6th IRBn during the period of contract

(6) I, the undersigned certify that I have gone through all the term and conditions mentioned in the tender document and undertake to comply with them. The rates quoted by me are valid and binding upon me for the entire period of the contract.

(7) I, also hereby bind myself to the Department of Police for providing Manpower to it as per requirement for the period of contract. I will be wholly responsible for providing manpower as per tender notice and to provide alternative in case absence of person already deployed.

Signature of the Tenderer
with Seal of the Agency