	<p align="center">OFFICE OF THE PRINCIPAL, H.P. POLICE TRAINING COLLEGE DAROH, DISTRICT KANGRA. H.P-176092 01894-275138, principal-ptc-hp@nic.in</p>
No. Esstt-I / Outsource/2019-2020	Dated

TENDER/ BIDS INVITING NOTICE

Office of the Principal, H.P. PTC as well as HPIPS Daroh District Kangra (H.P.) intends to invites bids in sealed covers for outsourcing of following posts from service provider/ agencies who are having good experience & register vendor / contractor and interested to provide the services of the outsourcing for H.P. Police Training College and Himachal Pradesh Institute of Police Studies Daroh, District Kangra for a period of one year from the date of agreement/ contract:-

H.P. PTC DAROH		
SR No.	Name of Posts	Posts filled up on outsource basis
1.	Cook	01
2.	Foreman	01
3.	Painter	01
4.	Tailor	02
5.	Water Carrier	02
6.	Cobbler	01
Total		08

HPIPS DAROH		
SR No.	Name of Posts	Posts filled up on outsource basis
1.	Cook	05
2.	Electrician	01
3.	Librarian	01
4.	Washerman	01
5.	Mason	01
6.	Asstt. Cook	05
Total		14

Such vendors who fulfill the aforesaid criteria can obtain detailed tender enquiry documents from the office of the Principal H.P. Police Training College Daroh District Kangra (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 on or before 17.08.2020 at 3.00 PM. In case any bid which is received after due date & time shall not be considered. The tender shall be opened at 03.00 P.M. on 18.08.2020 at 3.00 PM sharp in the presence of all vendors or their authorized representatives who wish to be present before the appropriate committee.

The sealed envelope containing tender/ quotation shall be addressed to "The Superintendent of Police, H.P. Police Training College Daroh, District Kangra (H.P.)- 176092 and must be subscribed at the top of envelope as " Tender/ quotation for providing services of Class III, Cooks and other class -IV employees mentioned above and also name of the vendor be mentioned on 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.

- | | |
|-----------------------|--------------|
| 1. Technical Bid: | Format-I |
| 2. Financial Bid: | Format-II |
| 3. Contract Agreement | Annexure "A" |

Interested parties may inspect the premises of this institute and submit the Format-I & Format-II duly filled up. Both the Annexure should be kept in separate sealed envelope which may be **subscribed as "Format-I" & Format -II"**. These both envelopes shall be placed in a sealed cover subscribing "Tender/ Rate for Cooks, foreman, Electrician, Librarian, Painter, Tailor, Washerman, Cobbler, Mason & Asstt. Cooks should be in the name of Superintendent of Police, H.P. Police Training College, Daroh, District Kangra (H.P.) The service providers will be short listed on the basis of their technical competency after opening of format-I. Financial bids (Format-II) of only those bidders will be opened by a committee constituted for the purpose who is short- listed on the basis on their technical bid (Annexure-III). For any clarification is the matter and / or for inspection of the office and premises, prior appointment may be made with the Superintendent of Police, H.P. Police Training College Daroh, District Kangra (H.P). Details & terms and condition of the same can be seen and downloaded on the official website:-www.hppolice.gov.in.

Encls: As above

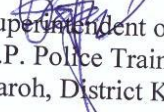
(Dr. Ramesh Chhajata)IPS
Superintendent of Police,
H.P. Police Training College,
Daroh, District Kangra (HP)
Dated 31-7-2020

Endst. No. As above/2019-2020 14716-39

Copy is forwarded for information and necessary action to:-

1. The Director General of Police, HP. Shimla-02.
2. The Additional Director General of Police, Armed Police & Training H.P. Shimla-02.
3. The Deputy Commissioner, District Kangra at Dharamshala H.P.
4. All District Superintendents of Police, Himachal Pradesh.

5. The Director, Public relation, HP with the 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.
6. The Deputy Superintendent of Police, SCRB Shimla with the request to upload the aforesaid Tender/ Bids Notice and term and condition of the same may be published on PHQ official website: www.hppolice.gov.in for wide publicity.
7. The District Information Officer, Kangra District Kangra H.P.
8. The District Labour Officer, Kangra, District Kangra (HP)
9. Office Supdt./ Head Clerk & OHC PTC Daroh for wide publicity.
10. Office Accountant PTC/ HPIPS Daroh with the direction to make necessary correspondence for arrangements of funds for the publication of the Tender Notice.
11. Lines officer H.P. PTC/ HPIPS Daroh with the direction to display a copy of Tender Notice on the Notice Board and wide publicity.
12. *1/c computer lab HP PTC Daroh.*


Superintendent of Police,
H.P. Police Training College,
Daroh, District Kangra (HP)

Preface

Sealed tenders to outsource the manpower as per Annexure I are invited by the Superintendent of Police HPPTC Daroh under two Bids System i.e. Technical Bid and Financial Bid from experienced, registered and authorized Manpower Agency for outsourcing the service of manpower to work in HP Police Training College, Daroh for a period of one year (extendable for further 3 years) in the category of Cook, Aast. Cook, Foreman, Electrician, Painter, Tailor, Water Carrier, Cobbler, Washerman, Mason and Librarian on the terms & conditions mentioned in the tender document.

1. Name and Address of the Authority

SP Police Training College Daroh Distt. Kangra (H.P.)

Email: spptc-hp@nic.in, Web: ptcadaroh.hp.gov.in

2. CONTACT PERSON(S) FOR ANY QUERIES RELATED TO TENDER:

Sh. Rajesh Kumar, HPS, Deputy Superintendent of Police (Admin)
Mobile No. 94180-51400

3. Brief Details of the Tender:

Sr. No.	Name of the work & location	Details
I.	Tender reference no./ Title	
II.	Submission of Earnest Money Deposit (EMD)	
III.	Place of Payment	

The Tender Fee and EMD are payable by Demand draft/ Pay order only in favour of SPPTCDaroh payable at State Bank of India Branch Palampur District Kangra (H.P). The Tender document can also be obtained from the office of Superintendent of Police, Police Training College Daroh District Kangra (H.P) by cash on any working day. The tender fee of Rs.500/- (Rupees Five hundred Only) is **NON-REFUNDABLE**. Tenders submitted without Earnest Money Deposit (EMD) are liable to be rejected.

4. Schedule for Invitation for Bids:

Date of Notification:

Date of start of procuring tender documents:

Bid Submission start date:

Last date of bid submission:

Date of opening tenders:

5. Period of Validity: 90 days from the date of opening.

6. Type of Bid: Two bid system (Technical & Financial) i.e Two cover system.

7. Scope of Work:

To provide the requisite manpower in accordance with requirement mentioned below. The scope of work for each category will be as per work dealt in various sections where manpower is deputed.

8. Requirement of Manpower list (as per Annexure 'A'):

Daily providing of services by the personnel would be as per the time table of HP.PTC and working hours would be normally 8 hours including ½ hour lunch break. The contractor shall pay the minimum rate of wages as per "THE HIMACHAL PRADESH MINIMUM WAGES RULES, 1978". Relaxation of age and other condition of manpower is sole discretion SPPTC Daroh.

9. Terms and Conditions for Contractor to Pay Wages to Deployed Manpower:

- (I) i) Office will provide the monthly attendance details of deployed manpower to prepare a bill by the contractor.
- (ii) On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee.
- (iii) After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to SPPTC with pay bill, EPF and ESI Details.
- (iv) Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the SPPTC every month.
- (v) The normal time to make the payment by the SPPTC is 5 to 10 days from the date of receipt of the bill.
- (vi) Contractor shall be responsible to pay the wages as per tender document timely before 5th of every month from his own resources.
- (vii) Contractor shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by SPPTC due to unavoidable circumstances.
- (viii) The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of SPPTC.
- (ix) The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- (x) In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
- (xi) Requisite manpower shall be provided.

(II) Terms and Conditions for Deployed Manpower on Monthly Basis:

- (i) The deployed manpower will get the benefit of Gazetted holidays as notified/ declared by the Office of SPPTC.
- (ii) The deployed manpower will have to work as per time table of HPPTC.
- (iii) Deployed manpower may be the employee/ contractual employees of the Contractor's firm but they cannot be employee or servant of HPPTC.
- (v) The staff shall not claim any facilities or claims applicable to payment to regular employee at any time.
- (vi) That the person deployed should not below the age of 18 years old.

(viii) SP PTC will assess the suitability of employees hired for work.

III) Earnest Money Deposit (E.M.D.):

Every bidder shall submit the (Bid security) earnest money deposit equal to Rs20,000/- in the form of Demand Draft/Pay order only in the name of "SP PTC Daroh", payable at State Bank of India Branch Palampur Distt. Kangra (H.P). The EMD shall be submitted in sealed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by HP. PTC Daroh.

IV) Security Deposit cum Performance Guarantee:

Security deposit cum Performance guarantee is 10% of the total contract value initially for one year and further renewal depending on further extension of the firm. Security deposit cum Performance guarantee shall be submitted along with acceptance of work order in the form of Fixed Deposit/ Bank Guarantee only in the name of "SP PTC Daroh", payable at State Bank of India Branch Palampur District Kangra (H.P) having validity of 14 months after signing of contract. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.

Security deposit cum Performance guarantee will be released by SP PTC, Daroh after the successful completion of the contract. Performance guarantee can be forfeited (partly/ fully) in case of ESI, EPF compliance is not met depending upon the cause, **10% at first instance and in multiples of ten at every next instance.**

10. Technical Bid: Eligibility Conditions:

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- (i) The manpower Company/Firm/Agency should preferably at least three years' experience in this area.
- (ii) The manpower Company/Firm/Agency shall have been registered with the appropriate Govt. registration authority.
- (iii) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in Himachal Pradesh.
- (iv) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (v) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (vi) Firm/Company/Agency shall declare that the services of all kind of Manpower specified in the list shall be provided as per terms & conditions.
- (vii) The company/ firm/ Agency should not have been blacklisted by any organizations.
- (viii) Before finalizing the employees hired, there

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

11. Evaluation Criteria:

- (i) Technical and financial Bid will be opened by Designated Evaluation Committee in presence of bidders.
- (ii) Technical Bid will be opened first. Only Bidders who qualify Technical Bid will be considered for Financial Bid and only their financial bid will be opened. Financial Bid of the unqualified bidders in Technical Bid will not be opened.
- (iii) Price quoted in financial bid will be announced to bidders.
- (iv) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- (v) On the approval of Competent Authority, technically and financially qualified bidder name will be declared as Lowest One (L-1).
- (vi) The bidders score will be determined on the basis of lowest Service/Agency Charges, excluding ESI, EPF as applicable (arrived on the basis of comparison of financial quote of all the bidders).
- (vii) The bidders, who quote unrealistic rate of service charges i.e., 0% shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidders quote percentage with more than 2 decimal points, then upto two decimal points only be considered without rounding up.
- (viii) In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as L1.
- (ix) The rates in the financial bid should be strictly as per Format II.

12. General Instructions:

- (i) SP PTC reserves the right to accept or reject tender in part or full without assigning any reasons whatsoever.
- (ii) The contract shall commence from the date of receipt of acceptance of the work order. The work order issued by this office shall be accepted by the tendering Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of the said order whichever is earlier and the contract will continue initially for a period of one years from the date of award of work order and may be renewed for further period of three years unless it is curtailed or terminated by the SP PTC Daroh owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements or for any appropriate reason.
- (iii) The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
- (iv) The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the contractor and additional manpower shall be withdrawn at the given time. If the requirement is increased, the contractor shall provide additional manpower for all specified category on the same terms and conditions in reasonable time.
- (v) All selected manpower shall possess Identity Card provided by the contractor every day during working hours.
- (vi) The tenderer will be bound by the details furnished by him/her to this Office, while submitting the tender or at any subsequent stage. In case any of such document

19. Mode of Payment:

(i) The contractor shall raise the bill, in triplicate, along with attendance sheet (Muster Roll) duly verified by authorized officer of PTC Daroh in respect of the persons deployed and submit the same to the concerned branch of PTC Daroh on 2nd working day of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared as per actual manpower deployed and the same shall be certified by the authorised officer of PTC Daroh.

(ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

(iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

20. Force Majeure:

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

21. Order Rider of Uploading of Documents with the Technical Bid:

1. Application - Technical Bid.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the GST certificate.
7. Attested copy of the PF registration letter/certificate.
8. Attested copy of the ESI registration letter/certificate.
9. Certified documents in support of entries in column 12 and 13 of Technical Bid application.
10. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

22. Order for Arrangement of Documents of to be submitted by the Successful Agency Before Deployment of Manpower.

List of manpower shortlisted by the SP PTC Daroh for deployment in this Institute with details of the employees as follows:

1. Bio-Data of all persons in the format prescribed by the SP office Daroh
2. Birth proof of the candidates

furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract in Himachal Pradesh jurisdiction only.

(vii) The persons deployed shall observe all etiquette and protocol while performing duty and shall be in proper dress and abide by rules of HP PTC.

(viii) The successful tenderer will have to deposit the Contact agreement duly signed as per draft Annexure "A".

(ix) All the documents should be digitally signed by the Tenderer.

13. Period of Contract/ Termination Notice:

The contract shall be valid initially for a period of one year from the date of award of work order. This contract may be renewed for further period of three years on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving three months prior notice in writing.

14. Right to Accept or Reject Tender:

(i) The right of acceptance of tender will rest with SP PTC Daroh.

(ii) SP PTC reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

15. Bidder to Get Informed Him Self Fully:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

16. Liabilities, Control etc. of the Persons Deployed:

(i) The contracting agency shall ensure that the individual manpower under specified category deployed in the PTC, Daroh confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.

(ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.

(iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.

(iv) Working period and leave of contractual employee is as per "THE HIMACHAL PRADESH MINIMUM WAGES RULES, 1978".

(v) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual manpower as per category given deployed by them in this office in the given time limit:

- a) List of persons deployed.[monthly]
- b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
- c) Birth proof of the candidates- [at the time of deployment]
- d) Copy of Aadhaar Card of the candidates
- e) Identity Cards issued by contractor bearing photograph - [within 8 days]
- f) Identity proof and residential proof- [at the time of deployment].
- (vi) In case, the person employed by the contractor commits any act of omission/ commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- (vii) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- (viii) The duty hours for the person deployed are 08 hours. In case, person deployed is absent on a particular duty or comes late/leaves early on three occasions, he will be marked on leave. In case of non-availability leave proportionally wages will be deducted one-day wage shall be deducted.
- (ix) All the issues related to contract, monthly payments etc shall be communicated and processed through the Authorized officer of Police Training College Daroh.
- (x) The contractor shall provide a substitute within 7-10 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 7 working days will attract pre- agreed liquidated damages @ Rs.500/- per day on the service-providing agency.
- (xi) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this Institute. The persons deployed by the contractor in the Institute shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- (xii) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Institute shall, in no way be responsible for settlement of such issues whatsoever.
- (xiii) This Institute shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiv) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- (xv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the Institute.

17. Legal:

(i) The contractor shall pay the minimum rate of wages (for the categories identified in Annexure 'A') as per THE HIMACHAL PRADESH MINIMUM WAGES RULES, 1978 & for others as per the consolidated amount fixed by competent authority of Police Training College Daroh.

(ii) The contractor shall be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by them in this Institute.

(iii) The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(iv) The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

(v) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

(vi) In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

(vii) The contractor shall keep PTC Daroh indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the PTC Daroh in connection with any claim that may be made by any workmen. The Contractor shall also execute an indemnity bond in favor of SP PTC Daroh, in the standard format, in this regard.

The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.

(viii) Disputes & Differences:

Decision of authorities of PTC Daroh regarding performance of contract, levy of compensation for delay and payments for extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract subject to jurisdiction of SP PTC Daroh.

18. Termination:

This agreement may be terminated by either partly or fully by giving three months notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

3. Letter of deployment from the contractor.
4. Copy of Aadhar card of the candidates
5. Contract agreement duly signed as per Annexure "B"
6. Identity Cards issued by contractor bearing photograph.
7. Identity proof and residential proof.

23. Weekly rest & leave:-

(1) Outsourced employees shall be entitled for 10 days casual leave, six days medical leave in a calendar year and such leave cannot be carry forward for the next year.

(2) Women outsourced employees shall be entitled for maternity leave as per HP. Leave Rules.

(1) Subject to the provisions of this rule, an employee in a scheduled employment in respect of which, minimum rates of wages have been fixed under the "THE HIMACHAL PRADESH MINIMUM WAGES RULES, 1978", shall be allowed a day of rest every week (hereinafter referred to as "the rest day") which shall ordinarily be Sunday, but the employer may fix any other day of the week as the rest day for any employee or class of employees in that scheduled employment: Provided that the employee has worked in the scheduled employment under the same employer for a continuous period of not less than six days: Provided further that the employee shall be informed of the day fixed as the rest day and of any subsequent change in the rest day before the change is effected, by display of a notice to that effect in the place of employment at the place specified by the Head of office in this behalf.

(2) Any such employee shall not be required or allowed to work in a scheduled employment on the rest day unless he has or will have a substituted rest day for a whole day on one of the five days immediately before or after the rest day: Provided that no substitution shall be made this, will result in the employee works on rest day and has been given a substituted consecutively without a rest day for whole day.

(3) Where in accordance with, the foregoing provisions of this rule, any employee works on a rest day and has been given, a substituted rest day on any one of the five days, before or after the rest day, the rest day shall for the purpose of calculating the weekly hours of work, be included in the week in which the substituted rest day occurs.

(4) An employee shall be granted for the rest day wages calculated at the rate applicable to the next preceding day and in case he works on the rest day and has been given a substituted rest day, he shall be paid 'wages for the rest day on which he worked, at the overtime rate and wages for the substituted rest day at the rate applicable to the next preceding day: Provided that where the minimum daily rate of wages of the employee as notified under the Act has been, worked out by dividing the minimum monthly rate of wages by twenty-six and such actual daily rate of wages is not less than the notified minimum daily rate of wages of the employee, no wages for the rest day shall be payable, and in case the employee works on the rest day and has been given a substituted rest day he shall be paid, only for the rest day on which he worked, an amount equal to the payable to him at the overtime rate, and if any dispute arises whether the daily rate of wages has been worked out as aforesaid, the Labour Commissioner, Himachal Pradesh may on application made to him in this behalf, decide the same, after giving an opportunity to the parties concerned to make written

representations. Provided further that in the case of an employee governed by a piece rate scheme, wages for the rest day, or, as the case may be the rest day and the substituted rest day, shall be such, as the State Government may by notification in the Himachal Pradesh Rajpatra prescribe, having regard to the minimum rates of wages fixed under the Act, in respect of the scheduled employment. Explanation: In this sub-rule "next preceding day" means the last day on which the employee has worked, which precedes the rest day or the substituted rest day, as the case may be, and where the substituted rest day falls on a day immediately after the rest day, the next preceding day means the last day on which the employee has worked, which precedes the rest day.

- (5) The provisions of this rule shall apply to the employees in scheduled employments.
- (6) The provisions of this rule shall not operate to the prejudice of more favorable terms if any, to which an employee may be entitled under any other law or under the terms of any award, agreement or contract of service and in such a case, the employee shall be entitled only to the more favorable terms aforesaid. Number of hours of work which shall constitute a normal working day be,-
 - (1) The number of hours which shall constitute a normal day shall be:
 - (2) The working day of an adult worker shall be so arranged that inclusive of the intervals for rest, if any, it shall not spread over more than 12 hours on any day. The period of work on any day, in a scheduled employment, shall be so fixed that no continuous period of work shall exceed five hours and that no worker shall be required or allowed to work for more than five hours unless he has had an interval for rest for at least half an hour on the expiry of the said five hours.
 - (3) Working hours including overtime shall not exceed 10 hours in a day or 60 hours in a week: provided that the total overtime shall not exceed 50 hours in a period for three months.
 - (4) The number of hours of work in the case of an adolescent shall be the same as that of an adult or a child according as he is certified to work as an adult or a child by a competent medical practitioner approved by the State Government. No adolescent or child shall be required or allowed to work on any plantation defined in section 2(f) of the Plantation Labour Act, 1951, for more than 40 hours, in any one week, and no child who has not completed his 12th year shall be required or allowed to work in any such plantation.
 - (5) Outsourced employees shall be entitled for 10 days casual leave, six days medical leave in a calendar year and such leave cannot be carry forward for the next year.
 - (6) Women outsourced employees shall be entitled for maternity leave as per HP. Leave Rules.

24. Extra-wages for overtime:-

- (1) Where an employee in a scheduled employment is governed by the provisions of the Factories Act, 1948 or any other enactment prescribing extra wages for overtime, he shall receive overtime wages at the rates so prescribed.
- (2) when an employee works in an employment for more than the number of hours of work constituting normal working day, he shall in respect of overtime work be entitled to wages at double the ordinary rate of wages.

Outsourcing of following posts :-

S.P. HP PTC Daroh invites tenders from service provider/ agencies who are having 02 years experience & register vendor / contractor and interested to provide the outsourcing of services for H.P. Police Training College and Himachal Pradesh Institute of Police Studies Daroh, District Kangra for a period of one year (further extended up to 03 years) from the date of agreement/ contract:-

H.P. PTC DAROH		
SR No.	Name of Posts	Posts filled up on outsource basis
1.	Cook	01
2.	Foreman	01
3.	Painter	01
4.	Tailor	02
5.	Water Carrier	02
6.	Cobbler	01
Total		08

HPIPS DAROH		
SR No.	Name of Posts	Posts filled up on outsource basis
1.	Cook	05
2.	Electrician	01
3.	Librarian	01
4.	Washerman	01
5.	Mason	01
6.	Asstt. Cook	05
Total		14

FORMAT-I

TECHNICAL BID

1. For providing manpower as per Annexure 'A' to the SP PTC Daroh.
2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
3. Name of the Proprietor /Director of Company/Firm/Agency
4. Full address of the Registered Office _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____

5. Full address of Branch offices _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____

6. Banker of Company/Firm/Agency _____
(Full Address)

(Attach certified copy of statement
of A/c for the last three years)
Telephone Number of Banker _____

7. PAN/GIR No. _____

(Attach attested copy) _____

8. GST Registration No. _____

(Attach attested copy) _____

9. E.P.F. registration Number _____

(Attach attested copy) _____

10. _____

E.S.I.

Registration

Number

(Attach attested copy) _____

11. Financial turnover of The tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2016-17		
2017-18		
2018-19		

- (II) Give details of the major similar successful completion of contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sr. No.	Details of client along with address, telephone numbers	Type of Manpower supplied	Amount of Contract (in lakhs)	Duration of contract	
				From	To
1.					
2.					
3.					

(If the space provided is insufficient, a separate sheet may be attached)

13. Confirm that services of at least 8 out of 11 categories mentioned in Annexure 'A' is covered/ supplied by the agency. (Yes/No)

14. Certificate that service of all kind of manpower category specified in Annexure 'A' shall be provided.

15. Additional information, if any (Attach separate sheet, if required).

16. Declaration for blacklist.

17. Partnership deed.

person

Signature of authorized

Name:

Seal:

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife of Shri ----- signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender including Contract Agreement (Annexure 'B') and undertake to abide by them:

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date: _____

Place:

FORMAT-II 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 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.	Particular	Amount per month (Rs.)											
		Cook	Foreman (Automobile)	Electrician	Librarian	Painter	Tailor	Washerman	Water Carrier	Cobbler	Mason	Asstt. Cook	
1.	Salary of worker (As per minimum wages rates fixed by H.P. Govt.)	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	258.47 P.D. or 7754/- per month	294.17 per day or Rs.8825/- per month	294.17 per day or Rs.8825/- per month	258.47 P.D. or 7754/- per month	
2.	EPF (as per Rule)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	12% of Salary contributed by both (Employee and Employer)	
3.	ESI (As per Rule)	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	3.25% of Salary contributed by the Employer and 0.75% by the Employee	
4.	Profit element	---	---	---	---	---	---	---	---	---	---	---	
5.	GST (As per Rule)	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	
6.	Net Salary in Rs.	7700/-	7700/-	7700/-	7700/-	7700/-	7700/-	7700/-	6766/-	7700/-	7700/-	6766/-	
7.	Leave Allowed	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	10 days casual leave in a calendar year (as per Industrial Employment (standing orders) Central Rules 1946)	

(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 Tenderer 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 any statement at any stage, the company / firm will be back 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 CONDITION
OF TENDER DOCUMENT**

To

The Superintendent of Police,
Police Training College,
Daroh, District Kangra (HP)

Sir,

I have carefully gone through the term and condition of the tender document inviting the bids to provide the service of manpower i.e. Cook, Foreman, Electrician, librarian, Painter, Tailor, Washerman, Water Carrier, Cobbler, Mason and Asstt. Cook work in Police Training College Daroh and Himachal Pradesh Institute of Police Studies, 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 Contractor) and the Government of Himachal Pradesh, through
Superintendent of Police, H.P. Police Training College Daroh District Kangra
(HP)**

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 Superintendent of Police, H.P. Police Training
College Daroh District Kangra (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 Cook, Foreman (Auto Mobile), Electrician,
Librarian Painter, Tailor, washerman, Cobbler, Mason & Asstt Cooks of H.P. PTC
and HPIPS Daroh as per scope of work/terms and conditions of tender for a period of
one year on the following terms and conditions:-

- (1) The first party shall provide the service for Cook, Foreman (Automobile), Electrician, Librarian Painter, Tailor, washerman, Cobbler, Mason & Asstt Cooks to the second party H.P. PTC and HPIPS Daroh 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 Posto-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 service for Cook, Foreman (Automobile), Electrician, Librarian Painter, Tailor, washerman, Cobbler, Mason & Asstt Cooks of the H.P. PTC and HPIPS Daroh by the first party to the second party will be per month.
- (3) The contract of providing the services for Cook, Foreman (Automobile), Electrician, Librarian Painter, Tailor, washerman, Cobbler, Mason & Asstt Cooks of the H.P. PTC and HPIPS Daroh 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 Cook, Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor, washerman, Cobbler, Mason & Asstt Cooks of the H.P. PTC and HPIPS Daroh can be terminated by serving one month prior notice from either side without assigning any reason.
- (5) The suitability of nominated Cook, Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor, washerman, Cobbler, Mason & Asstt Cooks will be tested by the Superintendent of Police H.P. PTC Daroh before assigning work to them.
- (6) The first party shall abide by all the terms and conditions of tender document and contract agreement. In case of contravention of any terms and conditions, the first party shall be liable for such penal action as the second party may determine under terms and conditions of tender document.
- (7) The first party shall submit its bill during the first week of succeeding month. The payment shall be released within ten 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.

- (8) 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 due or from security amount.
- (9) The first party shall abide by the provisions in 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 to each worker engaged by it under "Cook, Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor, washerman, Cobbler, Mason & Asstt Cooks of H.P. PTC and HPIPS Daroh. Offices and premise" 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, Gratuity etc. where applicable, to all the workers engaged by it to discharge contractual obligation.
- (10) The first party shall provide quality service of Cook, Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor, washerman, Cobbler, Mason & Asstt Cooks for H.P. PTC and HPIPS Daroh to the second 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 H.P. PTC and HPIPS Daroh for 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 COOK, FOREMAN (AUTOMOBILE),
ELECTRICIAN, LIBRARIAN PAINTER (AUTOMOBILE), TAILOR,
WASHERMAN, COBBLER, MASON & ASSTT COOKS OF H.P POLICE
TRAINING COLLEGE DAROH AND HIMACHAL PRADESH INSTITUTE
OF POLICE STUDIES DISTRICT KANGRA.**

The approval of contract is hereby accorded in favour of
Sh. _____, Prop. M/s _____ to provide the service for Cook,
Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor,
washerman, Cobbler, Mason & Asstt Cooks H.P PTC and HPIPS Daroh as per terms
and conditions accepted initially for a period of one year. This approval is also subject
to the terms and 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

Superintendent of Police,
Police Training College,
Daroh, District Kangra (Hp)

Date:

Place:

"Annexure-C"

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

To

The Superintendent of Police,
Police Training College,
Daroh, District Kangra (HP)

UNDERTAKING

- (1) I shall abide by the provision of minimum wages Act, 1948 compliance of the provision to said act invariably.
- (2) Future, I understand that in bound to open Bank account of each worker engaged by me under the Cook, Foreman (Automobile), Electrician, Librarian Painter (Automobile), Tailor, washerman, Cobbler, Mason & Asstt Cooks H.P PTC and HPIPS Daroh 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 Superintendent of Police Training College Daroh 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 insure the compliance of such decision in letter and spirit.
- (5) I understand that I have to provide quality service to the H.P. PTC Daroh during the whole term of contract I shall be bound to rectify or take care of the defects pointed out by the H.P PTC Daroh 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**