

**OFFICE OF THE
COMMANDANT 4TH IRBN
JANGALBERI DISTT HAMIRPUR (HP)**

E.mail- c4irbn-hmr-hp@nic.in,
No: OASI/2021-

Fax No-01972-276653
Dated:-

TENDER/BIDS INVITING NOTICE

Office of the Commandant 4th IRBn. Jangal Beri Distt. Hamirpur, H.P. intends to invite bids in sealed covers for outsourcing of Manpower i.e. 07 posts of Cook, 01 post of Sweeper, 02 posts of Barber, 01 post of Washerman & 02 posts of Water carrier 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 4th IRBn. Jangal Beri Distt. Hamirpur, 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 4th IRBn. Jangal Beri Distt. Hamirpur. 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 **21 June, 2021 upto 11:00 AM. Any bid which is received after due date & time shall not be considered. The tender shall be opened on 21.06.2021 at 03:00 PM** 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 4th IRBn. Jangal Beri Distt. Hamirpur, H.P and must be subscribed at the top of envelope as "Tender /Quotation for providing services of Cook, Sweeper, Barber, Washerman & 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' (06 pages) |
| 2. Technical Bid: | Annexure 'II' (01 page) |
| 3. Financial Bid: | Annexure 'III' (01 page) |
| 4. Other document & Annexure A,B,C | (04 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 another sealed cover titled "Tender/Rate for Outsourcing of Manpower" should be in the name of Commandant of 4th IRBn. Jangal Beri Distt. Hamirpur, H.P and should be submitted before due date. The service providers will be short listed on the basis of their technical competency after opening of Technical Bids (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/contented with Commandant 4th IRBn. Jangal Beri Distt. Hamirpur, H.P. **Details of Bids & terms and condition can also be seen/ downloaded on the official website: www.hppolice.gov.in of Himachal Pradesh Police.** The undersigned reserve the right to postpone or extend the date receipt/opening of tender/bids or to withdraw the same without assigning any reason.

Encls: As Above

Commandant
4th India Reserve Battalion
Jangal Beri, Distt. Hamirpur (H.P)
Dated:- 24-05-2021

Endst. No. OASI/2021- 11407-35

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

1. The Director General of Police, Himachal Pradesh.
2. The Additional Director of Police, AP&T, Himachal Pradesh.
3. All District Superintendents of Police in H.P.
4. All Commandants of IRBn. & HPAP Bn. in H.P.
5. District Employment Officer, Hamirpur, Distt. Hamirpur.
6. District Information & Public Relation Officer, Hamirpur, Himachal Pradesh with request to publish the same in leading News Papers at DAVP rates i.e. one Hindi and one English News Paper and bill of the same thereof be sent to this office for making payment and also publish the same in the website of District administration.
7. The Deputy Superintendent of Police SCRB Shimla with the request to upload the aforesaid Tender Notice in Website Portal.
8. RI/MHC, Accountant, 4th IRBn. & I/C Diary dispatch with the direction to display a copy of Tender Notice on the Notice Board.

Commandant
4th India Reserve Battalion
Jangal Beri, Distt. Hamirpur (H.P)

I. SCOPE OF WORK AND SERVICES: -

➤ FOR THE POST OF COOK:-

1. The Candidate should be skilled for cooking food and must be a bonafide resident of Himachal Pradesh.
2. Daily preparation of food, service of food and cleaning of mess utensils etc.
3. The cook shall always wear neat & clean clothes and will use apron in mess. Special personal attention be paid toward personal hygiene of the candidate.
4. No advance payment of any kind will be made.
5. In case of failure to provide cooking service for any reason, amount per day for number of days for which no service provided shall be deducted from monthly payment of the said person.
6. In case, any cook remains absent for any reason, service provider /contractor shall provide substitute within 02 days failing which penalty of Rs. 100/- per day shall be imposed on the service provider/contractor.
7. Daily providing of services of Cook would be as per the fixed time table and working hours.
8. The person being provided by the service provider on outsource basis should be between **21-50 years of age** and medically fit.

➤ FOR THE POST OF SWEEPER:-

1. The Candidate should be skilled for sweeping & cleanliness and must be a bonafide resident of Himachal Pradesh.
2. Daily cleanliness services i.e. Messes, Offices, Lines, barracks, toilets and other premises of the battalion.
3. Dusting and cleaning of furniture in all rooms/cabins & other equipments etc.
4. The sweeper shall always wear neat & clean clothes and Special personal attention be paid toward personal hygiene of the candidate.
5. No advance payment of any kind will be made.
6. In case of failure to provide cleanliness service for any reason, amount per day for number of days for which no service provided shall be deducted from monthly payment of the said person.
7. In case, sweeper remain absent for any reason, service provider /contractor shall provide substitute within 02 days failing which penalty of Rs. 100/- per day shall be imposed on the service provider/contractor.
8. Daily providing of services of Sweeper would be as per the fixed time table and working hours
9. The person being provided by the service provider on outsource basis should be between **21-50 years of age** and medically fit.

➤ FOR THE POST OF BARBER:-

1. The Candidate should be skilled in the services of barber and must be a bonafide resident of Himachal Pradesh.

2. Providing of services of barber i.e. hair cutting, Shaving, Beard trimming & hair colouring etc. for the officers/officials of this battalion.
3. The Barber shall always wear neat & clean clothes and Special personal attention be paid toward personal hygiene of the candidate.
4. No advance payment of any kind will be made.
5. In case of failure to provide the services of barber for any reason, amount per day for number of days for which no service provided shall be deducted from monthly payment of the said person.
6. In case, any barber remains absent for any reason, service provider /contractor shall provide substitute within 02 days failing which penalty of Rs. 100/- per day shall be imposed on the service provider/contractor.
7. Daily providing of services of barber would be as per the fixed time table and working hours.
8. The person being provided by the service provider on outsource basis should be between **21-50 years of age** and medically fit.

➤ **FOR THE POST OF WASHERMAN:-**

1. The Candidate should be skilled for the services of Washerman and must be a bonafide resident of Himachal Pradesh.
2. Daily washing & ironing of Dresses/clothes & curtains etc..
3. The Washerman shall always wear neat & clean clothes and Special personal attention be paid toward personal hygiene of the candidate.
4. No advance payment of any kind will be made.
5. In case of failure to provide the services of Washerman for any reason, amount per day for number of days for which no service provided shall be deducted from monthly payment of the said person.
6. In case, Washerman remain absent for any reason, service provider /contractor shall provide substitute within 02 days failing which penalty of Rs. 100/- per day shall be imposed on the service provider/contractor.
7. Daily providing of services of Washerman would be as per the fixed time table and working hours.
8. The person being provided by the service provider on outsource basis should be between **21-50 years of age** and medically fit.

➤ **FOR THE POST OF WATER CARRIER:-**

1. The Candidate should be skilled for the services of Water Carrier and must be a bonafide resident of Himachal Pradesh.
2. Providing of services of Water carrier i.e. Washing/cleaning of utensils, help in cooking work, provide pure water for the purpose & help in distribution of food amongst the officials including table services for battalion's Messes, Offices & Canteen etc.
3. The Water carrier shall always wear neat & clean clothes and Special personal attention be paid toward personal hygiene of the candidate.
4. No advance payment of any kind will be made.
5. In case of failure to provide the services of Water Carrier for any reason, amount per day for number of days for which no service provided shall be deducted from monthly payment of the said person.
6. In case, any Water Carrier remains absent for any reason, service provider /contractor shall provide substitute within 02 days failing which penalty of Rs. 100/- per day shall be imposed on the service provider/contractor.

7. Daily providing of services of water Carrier would be as per the fixed time table and working hours
8. The person being provided by the service provider on outsource basis should be between **21-50 years of age** and medically fit.

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 Terms of Payment:

1. The **Commandant 4thIRBn Jangal Beri, District Hamirpur** shall make the monthly payment either by cheque or through demand draft or through RTGS to the Bank account of Contractor directly within week 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.

i) Payment Procedure: -

- a) The Agency will submit the pre-requested bill in triplicate in the name of the **Commandant 4thIRBn Jangal Beri, District Hamirpur** by the 2nd of succeeding month.
- b) Bills submitted will be processed and amount will be released within 07 days of succeeding month.
- 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.

ii) Penalty Clauses: -

- a) A register of complaint will be maintained by the **Commandant 4thIRBn Office** and all shortcomings will be recorded in it and if no action is taken by tenderer/contractor within 03 days from the date of lodging of complaint, Rs 50/- per day will be deducted from the bills.
- b) Whenever and wherever it is found that the outsourcing services are not upto the mark, it will be brought to the notice of the contractor and if, the same is not improved/rectified, penalty of Rs 50/- per day will be imposed on contractor.
- c) 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.
- d) Any deviation in the service quoted will invite penalty. Decision of the **Commandant 4thIRBn Office** will be final in this regard.

III. GENERAL TERMS & CONDITIONS: -

1. The tenderer have to furnish Bid Security of Rs. 65,244/- (Sixty five thousand two hundred forty four only/-) in the shape of Demand Draft payable at **PNB, Sujampur, Distt. Hamirpur** from any nationalized Bank in favour of the **Commandant Office 4thIRBn** 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 constituted for the purpose by the **Commandant Office 4thIRBn**. The Committee at very outset shall ascertain from the scrutiny of the tender bid Forms received from Firm /Agency that the same have been issued from the **Commandant Office 4thIRBn** against payment of Rs 500/- and compare the Number & date assigned to the forms with

the Register of issuing the tender documents. In case any tender bid form received from the Firm / Agency has not been issued by the Department and the same has been got photocopied from elsewhere, in order to avoid the payment of Tender document, the tender bid of that firm shall be rejected. The Committee shall examine / scrutinize, the bids so received for outsource the said post in the **battalion** as per terms and conditions of tender document and shall submit report along with its recommendation to the **Commandant , 4thIRBn**.

3. On receipt of recommendation of Committee, the **Commandant , 4thIRBn** shall give the approval of contract in favour of successful bidder in the form appended as "**Annexure –A**". The successful bidder shall execute a contract / agreement with the **Commandant , 4thIRBn**, 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 Bid Security shall stand forfeited.
4. The preference for work engagement will be given only to the bonafide Himachalis. The successful bidder / contractor after the approval of the contract shall engage employees for work who should be bonafide Himachalis and he shall also submit their bonafide Himachali certificates with the technical bid.
5. The Bid Security 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 Bid Security by the **Commandant Office 4thIRBn**. The Bid Security of successful bidder shall be refunded on completion of contract period without interest by the Department.
6. The successful bidder shall have to deposit **Performance security of @ 5% of the value of contract** only in shape of an Account Payee Demand Draft or FDR duly pledged in the name of **Commandant Office 4thIRBn** within 07 days after the completion of tender process. The FDR will be refunded to the Contractor/successful bidder after 60 days on the successful completion of contract period.
7. The panel of contractors shall be valid for 90 days. The successful bidder, to whom the contract has been awarded, if does not respond within 07 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 negotiation on the part of tenderer 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 of his tender from consideration.
9. The **Commandant Office 4thIRBn** reserves the right to reject any or all the tenders without assigning any reason thereof. No enquiry, verbal or written shall be entertained in respect of acceptance / rejection of the 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 away.
12. 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.
13. The Decision of the **Commandant Office, 4thIRBn** with regard to determining the quality of service rendered by the contractor shall be final and shall be acceptable to the contractor. The contractor shall therefore be bound to rectify or take care of the defects as pointed out by the **Commandant Office 4thIRBn**.
14. 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.
15. Any dispute between Department and contractor or his employees so engaged for the purpose will be subject to jurisdiction in Distt. **Hamirpur** only. However in case of dispute between contractor and his employees, the same shall be referred to the Registrar, Cooperative Societies, Shimla or the

Labour Officer/ Labour Inspector of Distt. Hamirpur for arbitration or to any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.

16. Any loss to the property of the battalion by the workers of 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 or from Bid Security amount.
17. It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for the purpose in the battalion, 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 Office 4thIRBn.** For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs 10.00 duly signed by the Magistrate 1st Class as per specimen format attached as "**Annexure-B**"
18. 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.
19. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for the purpose in the battalion. 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 Office 4thIRBn.**
20. In the event of any injury or mishap or illness of any worker while performing the duty, the **Commandant Office 4thIRBn** 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.
21. The contract may be terminated in any of the following contingencies:-
 - (i) By giving notice of one month, in case the performance of the workers is not found satisfactory;
 - (ii) In the event of breach of any of the terms and conditions of tender document and contract;
 - (iii) From either side by giving one month prior notice even before the expiry of said contract agreement;
 - (iv) On assigning the contract or any part thereof to any other person for subletting 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.
 - (vi) 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.
 - (vii) The total services given by the agency in a month, if found unsatisfactory.
 - (viii) If Bidder/Contractor does not provide wage as per norms as notify by Govt. time to time.
22. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and **Commandant Office 4thIRBn.**
23. This is job assignment. Staff deployed for the job shall be bonafide employees of the agency. Police Department shall make payment to the Agency 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.

IV. Responsibility of the Agency.

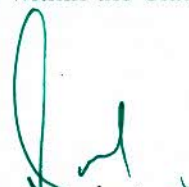
- a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- b) The agency shall be responsible for the discipline of the staff working under it.

- c) If 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 number 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 or on 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, all statutory requirements and compliance with the 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 their respective work, shall have good conduct and shall be 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 name plate & identity cards.
- 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 the aforesaid work shall be agreed by the First Party as per **Annexure-"A"** added to this agreement.

V. 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


 Commandant
 4th India Reserve Battalion
 Jangal Beri, Distt. Hamirpur H.P.

Technical Bid:

The tendering Service Providers are required to enclose photocopies of the following documents (**duly 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 cooking 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.
- j) Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.
- k) Copies of Bonafide Himachali certificates in respect of employees to be engaged for cooking work of office and premises of department of Police.
- l) GST Return of last month i.e. February 2021 should also be cleared and copy be enclosed with Technical Bid.
- m) EPF should be cleared till last month i.e. February 2021. Photocopy of Challan be enclosed with Technical Bids.

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

Important Note:-

1. Please read carefully "Terms and conditions" 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)

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 Contractor 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.)
1.	Salary of worker	
2.	Profit element	
3.	ESI 4.75(if applicable) & EPF= 13%	
4.	Total	
5	GST 18%	
6.	Grand Total	
7.	Leave Allowed	

- GST will be given as per rate revised from time to time
- Contractors margin worked out _____ @ _____ %

Important Note:-

1. Please read carefully “Terms and conditions” 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 authorize d signatory with date & seal)

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 4th IRBn.

This agreement is made on this ----- day of ----- in the year ----- between Sh. ----- Contractor ----- M/S -----

*-----the successful bidder (here-in -after called the first Party), and the Govt. Himachal Pradesh, through the **Commandant Office 4thIRBn** (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 cooking, 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 the post of cook, sweeper, barber, washerman & water carrier to the second party **Commandant Office 4thIRBn** for a period of one year commencing on the day of
- (2) The amount of the contract for providing the services for the post of cook, sweeper, barber, washerman & water carrier in the 4th IRBn. Jangal beri by the first party to second party will be /- per month per candidate.
- (3) The contract of providing the services for the post of cook, sweeper, barber, washerman & water carrier in 4th IRBn. Jangal beri to second party will remain in vogue, subject to abide 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 the post of cook, sweeper, barber, washerman & water carrier in 4th IRBn Jangal Beri 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 of the 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.
- (6) The first party shall submit its bill during the first week of succeeding month. The payment shall be released within 01 week of succeeding month for the amount as per the 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 be 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 for the post of cook, sweeper, barber, washerman & water carrier in **4th IRBn Jangal Beri** and shall disburse their salary through these accounts. It shall abide by the 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 good quality of service to 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 Commandant 4th IRBn. Jangal beri during the period of contract.

IN 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 WITNESS:-

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

(An undertaking on Rs 10/- non judicial stamp paper duly attested by class-1 magistrate)

To,

The Commandant,
4th IRBN, Jangal Beri,
Distt. Hamirpur H.P.

UNDERTAKING

- (1) I shall abide by the provision of minimum wages Act, 1948 and shall ensure the 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 for the post of cook, sweeper, barber, washerman & water carrier in the **4th IRBN Jangal Beri** contract of the (.....) and shall disburse their salary through these accounts. I also understand that a penalty of per month shall be imposed upon me by the Commandant 4th IRBN 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. Contract Labour Act, 1970 and shall provide all 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 (Labour Commissioner) 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 (.....) during the whole term of contract I shall be bound to rectify or take care of the defects as pointed out by the (Commandant, 4th IRBN) during the period of contract.
- (6) I, the undersigned certify that I have gone through all the terms 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 shall be wholly responsible for providing manpower as per tender notice and to provide substitute in case of absence of person already deployed.

**Signature of the Tenderer
with Seal of the Agency**

**APPROVAL OF CONTRACT FOR COOKING WORK IN 4th IRBN. Jangal Beri Distt.
Hamirpur**

The approval of contract is hereby accorded in favour of _____
_____ to provide
the services for the post of cook, sweeper, barber, washerman & water carrier in the 4th IRBn Jangal Beri
as per terms and conditions accepted initially for a period w.e.f. _____ to _____
_____ i.e Financial Year 2021-22. 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.

Date:

Place:

Office Seal
Commandant 4th IRBn.