

**OFFICE OF THE SUPERINTENDENT OF POLICE,**  
**SHIMLA DISTRICT, SHIMLA-1.**

No. OASI/2023-

Dated

**TENDER**

Properly sealed tenders are invited for providing services of cooking food in the various police establishment of the Distt. Shimla so as to reach in this office on or before **20.03.2023** upto 1:00 PM thereafter no tender shall be entertained. The offers will be opened on same day at 3:00 PM in the presence of the tenderers who may wish to remain present.

Tender form containing scope of work, terms and conditions etc. can be purchased from the office of the undersigned on any working day between 10:00 AM to 5:00 PM upto **15.03.2023** at the cost of Rs. 500/-, The tender form can be downloaded from the website i.e. hppolice.gov.in, however, the requisite fee of tender document i.e. ₹ 500/- be submitted in the shape of bank draft with the quotations. The tenders sent by post or courier shall be entertained only if these are actually received by the specific date and time.

The tender must be accompanied with Bid Security of 20,000 (Twenty Thousand) only in the shape of BANK DRAFT duly pledged in the name of SP SHIMLA. The Bid Security of the unsuccessful tenderers will be returned immediately and earnest money of the approved tenderers will be returned accordingly. The tenders without earnest money or short or not in form specified above will be rejected straightway.

In case any date mentioned above happens to be a holiday, the next day will be considered as due date.

(Sanjeev Gandhi) IPS  
Superintendent of Police,  
Shimla District Shimla, HP

**ENDST. NO. 18914-70**

**DATED 28-2-23**

Copy forwarded to the following for information and necessary action.

1. The Director General of Police, HP Shimla -2
2. The Inspector General of Police, Southern Range, Shimla HP.
3. The Deputy Commissioner, District Shimla, HP.
4. The District Public Relation Officer, Shimla for wide Publicity.
5. The District Labour Officer Shimla District Shimla, H.P.
6. The Dy. Supdt. of Police, SCRB with the request to upload above tender notice on the website of PHQ accordingly.
7. Office Head Clerk, Accountant all SHOs & I/C PPs in Shimla District, including Police Lines Kaithu Shimla for wide publicity.
8. I/C DCRB with the direction to upload above tender notice on the social media and other websites.
9. Dispatch Clerk paste it on the Notice Board of this office.

(Sanjeev Gandhi) IPS  
Superintendent of Police  
Shimla District Shimla, HP

**TENDER DOCUMENT**  
**TERM AND CONDITIONS**

**1. SCOPE OF WORK:-**

- i) The scope of work shall be providing cooking services in the Police Stations/Police posts per list **Annexure "A"**.
- ii) Providing of services of cooking the food in Police Messes, serving of food to Police Officials cleaning of mess utensils/articles etc.
- iii) Daily providing of services of food as per mess menu i.e. in the morning from 9.00 AM and in evening from 7.00 PM, however, the timing can be changed, if required.
- iv) The service provider shall ensure deployment of staff/cook 04 hours in the morning and 04 hours in the evening and shall also ensure completion of all works during these hours.

**2. DOCUMENTS TO BE ATTACHED WITH THE TENDER:**

- i) Registration certificate under GST.
- ii) Registration under the Contract Labour (Regulation & Control) Act, 1970.
- iii) 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.
- iv) Copy of PAN.
- v) Copy of the IT returns of the last three consecutive years.
- vi) Copy of the Balance Sheet and Profit and Loss Account for the last three consecutive years.
- vii) Copy of EPF registration of the firm.
- viii) Copy of ESIC registration.
- ix) Bank Account statement containing transactions during last three months issued by the bank.
- x) Experience certificate for providing cooking services.
- xi) Each page of the tender document must be signed by the tenderer along with the seal of the firm, as the case may be.

**3. GENERAL TERMS & CONDITIONS:**

- i) The successful bidder shall execute a contract / agreement with the S.P. Shimla within 10 days, from the date of approval of the contract. In case of failure to execute the contract / agreement within stipulated period, the amount of EMD shall stand forfeited.
- ii) 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 which should be bonafide Himachalis.
- iii) The bid security of the unsuccessful bidders shall be returned after the finalization of the tender. No interest shall be paid on EMD.
- iv) The successful bidder shall have to deposit performance security on the award of the contract, the amount of the performance security shall be ₹ 100,000/- (Rupees one lakh) only in shape of an FDR duly pledged in the name of **S.P. Shimla** as Security amount within 07 days after the completion of tender process. The FDR

- will be refunded to the Contractor / successful bidder on the successful completion of contract period.
- v) The Decision of the S.P. Shimla 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 S.P. Shimla.
  - vi) The S.P. Shimla 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.
  - vii) 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.
  - viii) In case of any dispute between the department and the contractor/firm or the employees so engaged for this purpose the S.P. Shimla shall have the right to decide. However, dispute if any shall be within the jurisdiction of courts located at Shimla only.
  - ix) The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and **S.P. Shimla.**
  - x) 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 Cooking Job assigned 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.
  - xi) For any dispute arising out of work agreement, decision of the Superintendent of Police, District Shimla shall be final and binding upon the service provider.

#### **4. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS:**

- a) The tenders shall be submitted in a sealed cover, duly super scribed "TENDER FOR PROVIDING COOKING SERVICES"
- b) The tenders in a sealed cover shall comprise two separate envelopes. Each envelop shall contain separately the TECHNICAL BID and the FINANCIAL BID;  
The envelopes shall be marked as "TECHNICAL BID" AND "FINANCIAL BID" in bold and legible letters to avoid any confusion;
- c) Initially, only the envelope marked: TECHNICAL BID" shall be opened. No decision regarding disqualification or rejection of any bid shall be conveyed in bid opening session.
- d) The envelope marked as "FINANCIAL BID" shall be retained in the custody Without being opened;
- e) During the technical evaluation no amendments in the technical proposal shall be permitted;
- f) The FINANCIAL BID shall be opened publicly at a time, date and venue announced and communicated to the technically qualified bidders in advance;
- g) After the evaluation and approval of the technical proposal, the "FINANCIAL BID" within the bid validity period, shall be opened of the technically qualified/accepted bids only. The financial bids found technically nonresponsive shall not be opened.
- h) The bid found to be the lowest evaluated shall be accepted.
- i) 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

  
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before the finalization of tender process shall render the tenderer liable for exclusion his tender from consideration.

- j) The S.P. Shimla reserves the right to reject any or all the tenders without assigning any reason thereof. No enquiry verbal or written shall be entertained in respect of acceptance/rejection of the tender.
- k) Only valid and viable tender will be considered.
- l) 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.
- m) 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 30 days from the date award of contract, the offer shall stand cancelled automatically and contract / work will be awarded to the next bidder.
- n) The sealed bids shall be opened by a Committee constituted for the purpose. The Committee shall examine/scrutinize, the bids so received for COOKING SERVICES of above units as per terms and conditions of tender document.
- o) In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the same shall be opened on next working day.

5. **BID SECURITY:**

- a) The tenderer have to furnish bid security of ₹ 20,000/- (Rupees Twenty thousand) only in the shape of Demand Draft payable at **State Bank of India, Branch office at Shimla** from any nationalized Bank or HP State Cooperative Bank in favour of the **S.P. Shimla** together with Technical Bid.
- b) The bids without bid security shall not be entertained and shall be liable to be rejected straight way.

6. **VALIDITY OF THE CONTRACT:**

- a) The contract shall be initially for a period of one year or till the finalization of next tender.
- b) The contract with mutual consent of both the parties may be extended up to two years one year at the time depending on the performance satisfactory work and on the basis of service provided by the contractor concerned.
- c) While extending the period of the contract reasons should be recorded in writing.

7. **CIRCUMSTANCES FOR THE TERMINATION OF THE CONTRACT:**

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

- a) On the expiry of the contract period if not otherwise extended further;
- b) Giving notice of one month, in case the performance of the workers is not found satisfactory;
- c) In the event of breach of any of the terms and conditions of tender document and contract;
- d) From either side by giving one month prior notice even before the expiry of said contract agreement;
- e) 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).
- f) In the event of the contractor being declared insolvent by the Court of Law.
- g) 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.

  
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## 8. PAYMENT TO THE CONTRACTOR:

- a) The bill of services shall be accompanied with the proof of the payment of the previous month wages, other statutory deductions etc. to the concerned staff.
- b) The bill should be duly verified by the concerned SHO/IC.
- c) No. advance payment of any kind shall be made to the contractor.
- d) In case of failure to provide services of cooking food, equated amount per day of the monthly payment shall be deducted.
- e) **Continuous failure for 03 days** shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
- f) The Superintendent of Police, District Shimla reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
- g) The service provider may withdraw from work agreement by giving two months prior written notice.
- h) This contract is only for one year on outsource basis for providing of services of cooking food and will not be regularized in future.
- i) Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
- j) The staff hired by the service provider will be entitled to the benefits under labour laws Act, etc.
- k) The staff of service provider will be entitled to such holidays as per rules/acts.
- l) The service provider shall ensure that the outsourced staff be paid monthly wages up to 7<sup>th</sup> of the next month or date as determined.
- m) The wages be paid by the service provider through cheque or by any electronic payment method directly into the bank account of the concerned staff
- n) 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.

## 9. Responsibility of the Agency.

- a) 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.
- b) It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for COOKING SERVICES, under law namely the Minimum Wages Act. ESI Act. Bonus Act, Maternity Benefits Act, Shop and Establishment Act etc. and provide quality service. For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10/- duly signed by the Magistrate 1<sup>st</sup> Class as per specimen format attached as "**Annexure-C**".
- c) The service provider shall provide neat & clean cloths and the person so deployed shall wear/use apron in mess. Special attention will be paid toward personal hygiene.
- d) 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

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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.


- e) The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for COOKING 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.
  - f) In the event of any injury or mishap or illness of any worker while performing the duty, the S.P. Shimla 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.
  - g) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
  - h) The agency shall be responsible for the discipline of the staff working under it.
  - i) 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.
  - j) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Department.
  - k) 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.
  - l) The agency shall ensure daily attendance of the staff marked and also ensure that required numbers of persons engaged are physically present. All the complaints and jobs taken care of shall be recorded.
  - m) 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.
  - n) 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.
  - o) The agency shall ensure that the staff employed by it shall be well trained in the cooking work and shall have good conduct, physically and medically fit.
  - p) 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.
  - q) 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.
- 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.

#### 10. THE PERSON DEPLOYED FOR COOKING FOOD SHOULD BE:

- a) Skilled in his/her job.
- b) Age should be between 18 to 50 years.

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- c) Medically fit and should not suffering from any contagious diseases. A certificate to this effect from the concerned medical authority shall be submitted by the service provider before deployment.
- d) Bearing good moral character a certificate to this effect be submitted before deployment.
- e) Should ensure the safety of Police property.
- f) Well-mannered in respect of his/her behavior.

  
**(Sanjeev Kumar Gandhi) IPS**  
Superintendent of Police  
Shimla Distt. Shimla (14)  
Shimla District Shimla, HP

**PERFORMA OF THE TECHNICAL BID:**

S.N	PARTICULARS	
	NAME OF THE FIRM	
	ADDRESS OF THE FIRM	
	CONTRACT DETAILS AND E-MAIL	
	DETIL TENDER DOCUMENT FEE	
	DETIAL OF BID SECURITY	
	GST registration of the Service Provider: (Copy be enclosed)	
1.	Registration NUMBER under the Contract Labour (Regulation & Control) Act, 1970. (Copy be enclosed)	
2.	EPF registration certificates. (Copy be enclosed)	
3.	ESIC registration certificates. (Copy be enclosed)	
4.	PAN number. (Copy be enclosed)	
5.	An affidavit to the effect that no case is pending with the police/other agency against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted. (Copy affidavit be enclosed)	
6.	Working experience as providing cooking: (Experience certificate be enclosed)	
	IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. (Copy be enclosed)	
8.	Copy of the Balance Sheet and Profit and Loss Account for the last three consecutive years certified by the Chartered Accountant. (Copy be enclosed)	
9.	Certified extracts of the Bank Account containing transactions during last three months.	
10.	Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.	
11.	Bank statements.....	

Note: required photocopies should be duly self-attested, failing which their bids shall be rejected and will not be considered any further:

Signature of the Tenderer  
With name and seal

## 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)

  
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### FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

### QUOTATIONS OF RATES FOR PROVIDING COOKING SERVICES

S.N	PARTICULARS	AMOUNT PER MONTH (RS.)
	NAME OF FIRM	
	ADDRESS AND CONTRACT DETAILS	
	RATE OF WAGES PER PERSON/PER DAY	
	EPF	
	ESI	
	<b>Total</b>	
	SERVICE CHARGES IN (%) PERCENTAGE TO BE OFFERED BY THE BIDDER (IN WORDS ALSO)	
	GST	
	GRAND TOTAL	

**Note:-**

- 1) 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.
- 2) 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.
- 3) The bidders not having EPF number or any other statutory requirements cannot participate in the tendering process.
- 4) There would be no increase in rates during the Contract period except provision under the terms and conditions.

Signature of Tenderer with seal

Name	
Address	
Phone No	
Moblile No	
Fax No.	
E-mail	
Place	
Date	

  
**Superintendent of Police**  
**Shimla Distt: Shimla (14)**

### 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 with date & seal)**

# DETAIL OF THE PS/PP WHERE THE COOKING SERVICES ARE REQUIRED

SN	Name of Police Station/ Police Posts	Posted Strength (can be up & down)	No. posts	Remarks
1.	P.S Nankhari	14	01	
2.	P.S. Sunni	16	01	
3.	P.S. Kupvi	14	01	
4.	Women P.S. Shimla	18	01	
5.	Police Station Deha	13	01	
6.	Police Post Sainj	09	01	
7.	Police Post Khadralla	05	01	
8.	Police Post Jalog	09	01	
9.	Police Post Jangla	09	01	
10.	Police Post Lakkar Bazar	15	01	
11.	Police Post Kasumpti	19	01	
12.	Police Post Jutog	11	01	
13.	Police Post Summerhill	10	01	
14.	Police Post Junga	09	01	
15.	Police Post Sanjauli	18	01	
16.	Police Post Fagu	08	01	
17.	Police Post Jeori	10	01	
18.	Police Post Sarahan	09	01	
19.	Police Post Narkanda	09	01	
20.	Police Post City Rampur	14	01	
21.	Police Post S/Nagar	11	01	
22.	Police Post DodraKawar	04	01	
23.	Police Post Marawag	03	01	
24.	Barrier SawarKuddu	05	01	
25.	Police Check Post Tango Romaio		01	
26.	Police Post Tikkar	06	01	
27.	Police Post Shogi	08	01	
28.	Police Post Kufri	11	01	
29.	Against regular posts		03	
	<b>Total</b>		<b>31</b>	

**Note: -** Work order will be issued as per actual requirements.

*[Signature]*  
 Superintendent of Police  
 Shimla Distt; Shimla (14)