

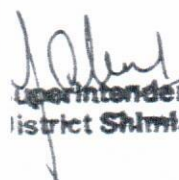
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OFFICE OF THE SUPERINTENDENT OF POLICE,
SHIMLA DISTRICT SHIMLA H.P.

**INVITATION OF TENDER FOR OUTSOURCING THE SERVICES OF
"COOKING FOOD" FOR POLICE PERSONNEL IN THE VARIOUS
ESTABLISHMENTS OF SHIMLA DISTRICT POLICE.**

Due to non-receiving the complete bids as per procedure laid down in HPFR-2009 and terms and conditions of the tender, Sealed tenders/Quotations are hereby re-invited from the firms who are having good experience and interested to provide the services of "Cooking Food" to the Police officials posted in the following establishments of this District for the period of one year from the date of agreement/contract:-

Sr.No.	Name of Police Station/ Police Posts	No. posts
1.	P.S Nankhari	01
2.	P.S. Sunni	01
3.	P.S. Kupvi	01
4.	Women P.S. Shimla	01
5.	Police Station Deha	01
6.	Police Post Sainj	01
7.	Police Post Khadralla	01
8.	Police Post Takletch	01
9.	Police Post Jalog	01
10.	Police Post Jangla	01
11.	Police Post Lakkar Bazar	01
12.	Police Post Kasumpti	01
13.	Police Post Jutog	01
14.	Police Post Summerhill	01
15.	Police Post Junga	01
16.	Police Post Sanjauli	01
17.	Police Post Fagu	01
18.	Police Post Jeuri	01
19.	Police Post Sarahan	01
20.	Police Post Narkanda	01
21.	Police Post City Rampur	01


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22.	Police Post S/Nagar	01
23.	Police Post Dodra Kavar	01
24.	Police Post Marawag	01
25.	Barrier Sawar Kuddu	01
26.	Police Check Post Tango Romaio	01
27.	Police Post Tikkar	01
28.	Police Post Shogi	01

The Tenders/quotations will be received on or **before 7.9.2020 upto 05 PM** in the Office of the Superintendent of Police, Shimla District Shimla and shall be opened on **8.9.2020 at 3.00 PM** in the presence of all tenderers or their authorized representatives who wish to be present.

The sealed envelope containing tender /Quotation should be addressed to "The Superintendent of Police, District Shimla HP" and must be subscribed at the top of envelope as "**Tender /Quotation for providing Cooking services**" and also name of tenderer be mentioned on the reverse of the envelope.

Following documents, giving full details are as under:-

- | | |
|-------------------------------|---------------------|
| 1. Technical Bid | Annexure- I |
| 2. Financial Bid | Annexure -II |
| 3. General Terms & conditions | Annexure-III |

(Annexure-I & II can be seen/
Download at PHQ website hppolice.gov.in)

The Terms & Conditions of the services are as specified below:-

Terms & Conditions:

1. Providing of services of food in Police Messes, serving of food to Police Officials cleaning of mess utensils/articles etc. will be the scope of work.
2. 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.
3. Neat & clean cloths shall be wearing by the food provider and will also use apron in mess. Special attention will be paid toward personal hygiene.
4. No. advance payment of any kind will be made.
5. In case of failure to provide services of cooking food, equated amount per day of the monthly payment shall be deducted.
6. **Continuous failure for 03 days** shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
7. For any dispute arising out of work agreement, decision of the Superintendent of Police, District Shimla shall be final and binding upon the service provider.
8. 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.
9. The service provider may withdraw from work agreement by giving one month prior written notice.


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Financial Bid:

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

The contractor shall be required to ensure invariably minimum wages, EPF and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time. The tender with lowest rate quoted as per format shall be acceptable and Contract concerned tendering such lowest bid shall be considered as successful bidder. The bidders not having EPF number or any other statutory requirements can not participate in the tendering process.

Format Detail of salary / wages of workers, GST and profit element etc. for all 28 Institutions individually.

Sr.No.	Particulars	Amount per month (Rs.)
1.	Salary of each worker institution-wise	
2.	Profit element	
3.	ESI & EPF	
4.	Total	
5.	GST	
6.	Grand Total (Rupees only)	
7.	Leave Allowed	

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

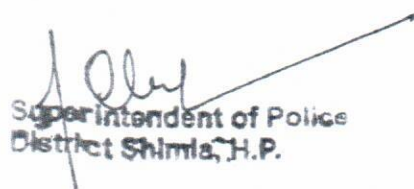
Important Note:-

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 authorized signatory with date & seal)


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DECLARATION

" I/We hereby declare that I/we have carefully gone through the terms and conditions of Contract & Tender Documents Bid invited vide letter No. _____ in detail and agreed to the rates submitted by me /us in the above Rate sheet and I/ we agree in full":-

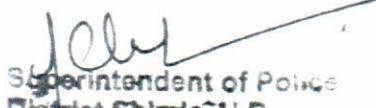
- 1) Signature of the party _____
(Full Name in Block Letters)
- 2) Capacity in which offer is signed: _____
- 3) Full Address _____

- 4) Telephone Number(Office) : _____
(Residence) : _____

PARTICULARS OF SECURITY

FDR No. _____ / Demand Draft No. _____
Dated _____ for Rs. _____
Bank _____ Branch.

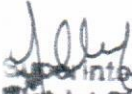
Signature of the Bidder
Or the Authorized signatory & Seal


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Annexure-III


GENERAL TERMS & CONDITIONS:-

1. The tenderer have to furnish earnest money of Rs. 10,000/- (Rupees ten 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. The bids without earnest money shall not be entertained and shall be liable to be rejected straight way.
2. The sealed bids shall be opened by a Committee of three members constituted for the purpose by the (S.P.Shimla). The Committee shall examine / scrutinize, the bids so received for COOKING SERVICES of above units as per terms and conditions of tender document and shall submit report along with its recommendation to the (S.P. Shimla).
3. On receipt of recommendation of Committee, the (S.P. Shimla) shall give the approval of contract in favour of successful bidder in form appended as "**Annexure -B**". The successful bidder shall execute a contract / agreement with the (S.P. Shimla) within 07 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.
4. The preference for work engagement will be given only to the bonafide Hamachalis. The successful bidder / contractor after the approval of the contract shall engage employees for work which should be bonafide Himachalis and he shall also submit their bonafide Himachali certificates with the technical bid.
5. The EMD of the unsuccessful bidders shall be returned after 15 days from the date of the finalization of the tender. No interest shall be paid on EMD by the (S.P. Shimla).
6. The successful bidder shall have to deposit a sum of Rs.5,000/- (Rupees Five thousand) 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.
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 30 days


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from the date award of contract, the offer shall stand cancelled automatically and contract / work will be awarded to the next bidder.

8. Any direct or indirect attempt to influence for negotiation on the part of tender with the authority to whom tender has been submitted or with tender accepting authority before the finalization of tender process shall render the tenderer liable for exclusion his tender from consideration.
9. The (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.
10. Only valid and viable tender will be considered.
11. Tenders having cuttings and poor writings (not legible) shall not be considered. Cuttings and over writings in tender, if any, should be attested by the authorized person submitting the tender, failing which it will be rejected straight way.
12. The Decision of the (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).
13. The contract shall be initially for a period of one year but it can be extended for another year subject to satisfactory performance of the contractor which will be adjudged by the (S.P. Shimlar) on the basis of service provided by the contractor concerned.
14. 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.
15. Failure to comply with the contract obligations as per tender document will make the contractor liable for black listing for future contract in Himachal Pradesh for three years and the entire amount of Security deposit will be forfeited to the Police Department Himachal Pradesh.
16. Any dispute between Department and contractor or his employees so engaged for the purpose will be subject to jurisdiction at **Shimla** only. However in case of dispute between contractor and his employees, the same shall be referred to the Registrar, Cooperative Societies, Shimla (HP) for


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arbitration or any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.

17. In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the same shall be opened on next working day. 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.
18. 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.
19. 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 to the (S.P.Shimla). For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10/- duly signed by the Magistrate 1st Class as per specimen format attached as "**Annexure-C**".
20. 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.
21. 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 as per the directions of the (S.P. Shimla)
22. 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.
23. The contract may be terminated in any of the following contingencies:-


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- (i) On the expiry of the contract period if not otherwise extended further;
- (ii) Giving notice of one month, in case the performance of the workers is not found satisfactory;
- (iii) In the event of breach of any of the terms and conditions of tender document and contract;
- (iv) From either side by giving one month prior notice even before the expiry of said contract agreement;
- (v) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).
- (v) In the event of the contractor being declared insolvent by the Court of Law.
- (vii) During the notice period for termination of the contract in the situation mentioned above the contractor shall keep on discharging his duties as before till the expiry of the notice period.
- (viii) The total services given by the agency in a month, if found unsatisfactory, the Police Department shall be at liberty to deduct upto 25% of the monthly billed amount apart from taking such other action as contained in para above.

24. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and **(S.P. Shimla)**.


25. 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.

26. Responsibility of the Agency.

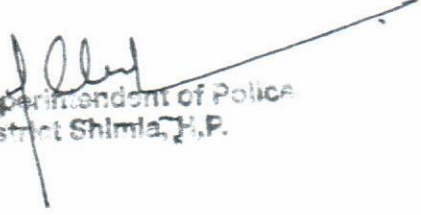
- a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- b) The agency shall be responsible for the discipline of the staff working under it.
- c) The agency staff members are found misbehaving with any of Police Officers/Staff member, the 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.


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- e) For successful implementation of the terms and conditions of this agreement, the staff employed by the agency shall be subject to inspection by the authorized officers of Police Department.
- f) The agency shall maintain a logbook under supervisor's care in which daily attendance of the staff shall be marked to ensure that required numbers of persons engaged are physically present. All the complaints and jobs taken care of shall be recorded. This logbook shall be shown to Police representative at the end of any working day and at any other time on demand.
- g) The agency shall also ensure the safety of Police property. In case of damage to any equipment/property of Police, due to the delinquency of the agency staff, the same would be replaced at the cost of Agency. Police Department's decision will be final in this regard.
- h) The agency shall be solely responsible for all the service matters of its employees, shall be responsible for all statutory requirement and compliance with provisions of various Labour Laws and shall also abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.
- i) The agency shall ensure that the staff employed by it shall be well trained in the cooking work and shall have good conduct, physically and medically fit.
- j) The agency shall provide uniform to each of its staff members and ensure that they are properly dressed including shoes and also carry identity cards, metal name plate.
- k) The agency shall ensure that each of its members is well mannered in respect of his behavior while presenting themselves before officers or staff of Police Department.
- l) Police Department stands indemnified from any claim arising out of injury/death of any manpower posted by the agency in accordance with the fulfillment of this assignment such claims shall be the sole responsibility of the agency. Police Department shall not be responsible for any claim of whatsoever nature.
- m) The detail of person required to attend to aforesaid work has already been agreed by the First Party as per Annexure-A added to this agreement.
- n) Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
- o) The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.


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- p) The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
- q) It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month. The department will periodically ensure that service providing agency makes full payment of prescribed wages and other benefits like ESI and EPF etc. In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.


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

The undersigned reserves the right to alter or cancel the tender schedule without assigning any reason.

(Mohit Chawla)IPS
Superintendent of Police
Shimla District Shimla, HP.
Dated 26.8.2020

Endst. No.

70118-178

Copy is forwarded for favour of 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. All District Superintendent of Police in HP.
5. The District Public Relation Officer Shimla for wide Publicity.
6. The District Labour Officer Shimla District Shimla H.P.
7. The Dy. Supdt. of Police, SCRB with the request to upload above tender notice on the website of PHQ accordingly.
8. Office Head Clerk, Accountant all SHOs & I/C PPs in Shimla District, including Police Lines Kaithu Shimla for wide publicity.
- ✓ 9. I/C DCRB with the direction to upload above tender notice on the website of District Shimla.
10. Despatch Clerk Paste it on the Notice board of this office.

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