

**TENDER/BIDS INVITING NOTICE**

In continuation to this office Order Endst No. 17239-68 dated 09.10.2020, Office of the Commandant 1<sup>st</sup> HPAP Battalion Junga, District Shimla, HP, intends to invite bids in sealed covers for outsourcing of Manpower 04 Posts (i.e. Washer man =02, Barber =01 and Water Carrier =01) 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 1<sup>st</sup> HPAP Battalion, District Shimla, 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 undersigned. The Tender documents duly completed by the bidders in all respect must reach in this office latest by 03 January, 2021 upto 11 AM. Any bid which is received after due date & time shall not be considered. The tender shall be opened on 04.01.2021 at 02:00 PM in the presence of all bidders 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 1<sup>st</sup> HPAP Battalion Junga, District Shimla, HP-171218" and must be subscribed at the top of envelope as "Tender /Quotation for providing services of class IV i.e. Washer man, Barber and Water Carrier" and also name of the bidder 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:
2. Technical Bid:
3. Financial Bid:
4. Scope of Work and Terms of Payment

Annexure 'I' (05 pages)  
Annexure 'II' (01 page)  
Annexure 'III' (01 page)  
(02 pages)

Interested parties may inspect the premises of above unit 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 bigger sealed cover subscribing "Tender/Rate for Washer man, Barber, and Water Carrier" Should be in the name of Commandant of 1<sup>st</sup> HPAP Bn. Junga, District Shimla, (H.P). The service providers will be short listed on the basis of their technical competency after opening of Annexure-II. Financial bids (Annexure-III) of only those bidders will be opened by a committee constituted for the purposes that are short-listed on the basis of their Technical Bid (Annexure-II). For any clarification in the matter and/or for inspection of the office and premises, prior appointment may be made with the Commandant 1<sup>st</sup> HPAP Bn. Junga, District Shimla, (H.P). Details & terms and condition of the same can be seen and downloaded on the official website: [www.hppolice.gov.in](http://www.hppolice.gov.in) of Himachal Pradesh Police.

Encls: As Above

Commandant,  
1<sup>st</sup> HPAP Bn. Junga,  
District Shimla, H.P.  
Dated:- 14-12-2020

Endst. No.A/A 20904-938

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

1. All Head of Police Offices in Himachal Pradesh.
2. The Deputy Superintendant 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](http://www.hppolice.gov.in) for wide publicity.
3. The District Labour Officer, District Shimla.
4. RI Battalion Hdqrs Junga & PL Bharari for wide publicity.
5. Office Accountant for information & necessary action..
6. MHC, Bn Hdqrs Junga & PL Bharari and I/C Dairy/Dispatch with the direction to display a copy of Tender Notice on the Notice Board.

Commandant,  
1<sup>st</sup> HPAP Battalion,  
Junga, District Shimla, H.P.

PHQ/CTS/SUN/EMR/KMR/Bdi/CMA/UNA/KR  
MHC/BPR/MDI/KM/Cy/R/gar/SKR/PDH/Tberei/Bani/Kolan/Pte  
Dmy 12/0



## Terms &amp; Conditions

## General Terms &amp; Conditions

1. Daily providing of services employees would be as per the time table and working hours would be normally 8 Hours including Half Hour Lunch break. These services will be as per the requirement of unit.
2. Special attention will be paid toward personal hygiene including above said scope of work.
3. No. advance payment will be made.
4. In case of failure to provide services of employee, equated amount per day of the monthly payment shall be deducted.
5. Continuous failure for 03 days without any intimation shall lead to termination of work, agreement and amount due in favour of service provider shall be forfeited.
6. For any dispute arising out of work agreement, decision of the Commandant of this Battalion shall be final and binding upon the service provider.
7. The Commandant of this Battalion reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
8. The service provider may withdraw from work agreement by giving one month prior written notice.
9. This contract is only for one year on outsource basis for providing of services of employee and he/she shall not be regularized in future.
10. Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
11. The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the department.
12. 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.
13. In case there is a need for the staff of service providers to travel outside headquarters, the department may allow payment, as part of the service contract for daily allowance up to @ Rs. 130/- per day for travel within the State and Rs. 200/- per day, outside the State.
14. Reimbursement of actual travelling expenditure may be allowed to such staff deployed in Government Departments on outsourcing basis and deputed outstation in connection with the affairs of the Departments.
15. It would be ensured that the outsourced staff is paid through the bank by cheque or by any electronic payment mode into his account by the service provider. The payment of salary is to be made by 7<sup>th</sup> of each month.
16. 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.
17. SOP for the working of these staff shall be prepared by this office in which timing of working hours shall also be defined.
18. The Tenderer have to furnish Earnest money deposit (EMD)/ Bid Security 5% of estimated cost of the Contract in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit receipt from any nationalized Bank drawn in favour of Commandant 1<sup>st</sup> HPAP Bn, the said document shall be furnished by the Service Provider with the tender together with Technical Bid. The bids without earnest money shall not be entertained and shall be liable to be rejected straight way.
19. The sealed bids shall be opened by a committee of three members constituted for the purpose by the Commandant 1<sup>st</sup> HPAP Bn. The Committee shall examine / scrutinize, the bids so received for Barber, Water carrier and Washer Man as per terms and conditions of tender



document and shall submit report along with its recommendation to the **Commandant 1<sup>st</sup> HPAP Bn.**

20. On receipt of recommendation of Committee, the **Commandant 1<sup>st</sup> HPAP Bn** shall give the approval of contract in favour of successful bidder in form appended as "Annexure-B". The successful bidder shall execute a contract / agreement with the **Commandant 1<sup>st</sup> HPAP Bn.** within 7 days, from the date of approval of the contract. In case of failure to execute the contract / agreement within stipulated period, the amount of Earnest Money Deposit (EMD) shall stand forfeited.
21. The work engagement will be given only to the bona fide Himachali. The successful bidder / contractor after the approval of the contract shall engage employees for work which should be bona fide Himachali and he shall also submit their bona fide Himachali certificates with the technical bid. The personnel deputed for work shall not be below the age of 18 years.
22. The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be returned after 7 days from the date of the finalization of the tender. No interest shall be paid on Earnest Money Deposit (EMD) by the **Commandant 1<sup>st</sup> HPAP Bn.**
23. **The Performance security of @ 6% of the value of contract** shall be furnished by successful bidders on the award of the contract in the shape of duly pledged fixed deposit receipt or bank Guarantee from a commercial bank, as the case may be, in an acceptable form with a view to safeguard the interest of Department. Performance Security shall remain valid for a period of 60 Days from the date of completion of contract to the best satisfaction of Commandant **1<sup>st</sup> Bn.** Junga.
24. The panel of contractors shall be valid for 90 days. The successful bidder, to whom the contract has been awarded, if he does not respond within 30 days from the date of award of contract, the offer shall stand cancelled automatically and contract/ work will be awarded as per the provision of HPFR 2009.
25. 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.
26. The **Commandant 1<sup>st</sup> HPAP Bn** reserves the right to reject/ alter any or all the Tenders/ Tender Schedule, without assigning any reason thereof. No enquiry verbal or written shall be entertained in respect of acceptance / rejection of the tender
27. Only valid and viable tender will be considered.
28. 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.
29. The Decision of the **Commandant 1<sup>st</sup> HPAP Bn** with regard to determining the quality of service rendered by the contractor shall be final and shall be acceptable to contractor. The contractor shall therefore be bound to rectify or take care of the defects as pointed out by the **Commandant 1<sup>st</sup> HPAP Bn.**
30. The contract shall be initially for a period of one year but, it can be extended further in special circumstances and in exceptional cases.
31. The **Commandant 1<sup>st</sup> HPAP Bn** 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.
32. 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.
33. Any dispute between Department and contractor or his employees so engaged for the purpose will be subject to jurisdiction at **Shimla** only.
34. In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the tenders will be opened in the Office of Commandant Junga on next working day on scheduled time as stated.



35. Any loss to the property of the units i.e. 1<sup>st</sup> HPAP Junga by the staff so deputed by the contractor, the cost of the loss/repair shall be borne by the contractor failing which the same will be recovered either from his dues or from security amount.
36. 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.
37. It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him and shall provide quality service to the **Commandant 1<sup>st</sup> HPAP Bn.** For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10.00 dully signed by the Magistrate 1<sup>st</sup> Class as per specimen format attached as "**Annexure-C**".
38. 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. GST / charges if applicable shall be borne by the Contractor.
39. The service provider shall be responsible for deposit of GST and Other Taxes, if any as per relevant statute.
40. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed in the unit. 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 1<sup>st</sup> HPAP Bn.**
41. In the event of any injury or mishap or illness of any worker while performing the duty, the **Commandant 1<sup>st</sup> HPAP Bn** 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.
42. The contract may be terminated in any of the following contingencies:-
  - (i) On the expiry of the contract period if not otherwise extended further in special circumstances and in exceptional cases;
  - (ii) Giving notice of one month, in case the performance of the workers is not found satisfactory;
  - (iii) In the event of breach of any of the terms and conditions of tender document and contract;
  - (iv) From either side by giving one month prior notice even before the expiry of said contract agreement;
  - (v) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).
  - (v) In the event of the contractor being declared insolvent by the Court of Law.
  - (vii) During the notice period for termination of the contract in the situation mentioned above the contractor shall keep on discharging his duties as before till the expiry of the notice period.
  - (viii) The total services given by the agency in a month, if found unsatisfactory, the Police Department shall be at liberty to deduct upto 25% of the monthly bill amount apart from taking such other action as contained in para above.
43. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and **Commandant 1<sup>st</sup> HPAP Bn.**
44. This is job assignment. Staff deployed for the job will be bonafide employees of the agency and he shall be solely responsible in any manner. Police Department shall make payment to the Agency for the supply of manpower and not to the individual concerned. Further, it is hereby




5

clarified that the staff deployed by the agency shall have no right to claim for any job in Police Department and for that purpose the Agency shall be solely responsible.

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

- a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- b) The agency shall be responsible for the discipline of the staff working under it.
- c) The agency staff members are found misbehaving with any of Police Officers/Staff member, the services of the agency staff member concerned shall be dispensed with on the spot. It will be the responsibility of agency to provide replacement immediately.
- d) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Department.
- e) For successful implementation of the terms and conditions of this agreement, the staff employed by the agency shall be subject to inspection by the authorized officers of Police Department.
- f) The agency shall maintain a logbook under supervisor's care in which daily attendance of the staff shall be marked to ensure that required numbers of persons engaged are physically present. All the complaints and jobs taken care of shall be recorded. This logbook shall be shown to Police representative at the end of any working day and at any other time on demand.
- g) The agency shall also ensure the safety of Police property. In case of damage to any equipment/property of Police, due to the delinquency of the agency staff, the same would be replaced at the cost of Agency. Police Department's decision will be final in this regard.
- h) The agency shall be solely responsible for all the service matters of its employees, shall be responsible for all statutory requirement and compliance with provisions of various Labour Laws and shall also abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.
- i) The agency shall ensure that the staff employed by it shall be well trained in service provided and shall have good conduct, physically and medically fit.
- j) The agency shall provide uniform to each of its staff members and ensure that they are properly dressed including shoes and also carry identity cards, metal name plate.
- k) The agency shall ensure that each of its members is well mannered in respect of his behavior while presenting themselves before officers or staff of Police Department.
- l) Police Department stands indemnified from any claim arising out of injury/death of any manpower posted by the agency in accordance with the fulfillment of this assignment such claims shall be the sole responsibility of the agency. Police Department shall not be responsible for any claim of whatsoever nature.
- m) The detail of person required to attend to aforesaid work has already been agreed by the First Party as per Annexure-A added to this agreement.
- n) Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
- o) The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.
- p) The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
- q) It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7<sup>th</sup> of next month.
- r) In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.

46. In order to relax any conditions, decision of the **Commandant, 1<sup>st</sup> HPAP Bn** will be final.





(6)

**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.

**Materials:**

It shall be the responsibility of the Borrowing Department to arrange for all the consumables and other related materials required of good quality and reputed makes.

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

  
Commandant,  
1<sup>st</sup> HPAP, Battalion,  
Junga, District Shimla (HP)

## Scope of Work

(i) Scope of work for the post of Barber :-


1. Providing of services of barber i.e. Hair cutting, Shaving, Beard trimming & hair coloring etc. for battalion's officers/ officials or any other work assigned by the commandant. **The above services may be used with in state or out of state as per the deployment of this unit force.**

(i) Scope of work for the post of Washers Man :

1. Providing of services of Washer Man i.e. washing and ironing of Dresses/clothes and curtains etc. for battalion's officers/ officials & offices or any other work assigned by the commandant.. **The above services may be used with in state or out of state as per the deployment of this unit force.**

(ii) Scope of work for the post of Water Carrier :

1. Providing of services of Water Carrier i.e. Cleaning of utensils, help in cooking work, provide pure water for the purpose and also help in distribution of food amongst the officials including table service for battalion's Mess, offices & Canteen etc. or any other work assigned by the commandant. **The above services may be used with in state or out of state as per the deployment of this unit force.**

  
Commandant,  
1<sup>st</sup> HPAP Battalion,  
Junga, District Shimla, (HP)

## Terms of Payment

The **Commandant 1<sup>st</sup> HPAP Bn** shall make the monthly payment either by cheque or through demand draft or through RTGS to the Bank account of Contractor directly within one month after the submission of the bills as per his entitlements under terms and conditions of the contract and after the deduction of penal amount if any inflicted for lapse or violation of the terms and conditions of the tender document.

### Payment Procedure


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

### Penalty Clauses

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

### Place and period of service contract

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

  
 Commandant,  
 1<sup>st</sup> HPAP Battalion,  
 Junga, District Shimla, (HP)



**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: -**

Sr. No.	Documents to be submitted	Submitted/ or not	Reference Page No.	Other details if any
1.	Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority;	Yes/No		
2.	Copy of PAN of Service Provider	Yes/No		
3.	Copy of the IT returns filed by the tenderer.	Yes/No		
4.	Balance Sheet for the last three years duly audited by Chartered Accountant	Yes/No		
5.	Copies of EPF and ESIC registration certificates issued by the appropriate authority.	Yes/No		
6.	Copy of the Labour License / Registration under the Contract Labour (Regulation & Control) Act, 1970.	Yes/No		
7.	Certified extracts of the Bank Account containing transactions during previous financial year.	Yes/No		
8.	Experience certificate obtained from Government Department/PSUs or any other organizations of providing services.	Yes/No		
9.	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.	Yes/No		
10.	Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.	Yes/No		
11.	Earnest money deposit (EMD)/ Bid Security of 5% of estimated cost of Contract in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit receipt from any nationalized Bank drawn in favour of <b>Commandant 1<sup>st</sup> HPAP Bn. Junga.</b>	Yes/No		
12.	Undertaking i.c.w. to accept all terms and conditions.	Yes/No		

**Important Note:-**

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

**DECLARATION**

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

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



**"Annexure-III"****Financial Bid:**

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

The contractor shall be required to ensure invariably minimum wages, EPF and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time. The tender with lowest rate quoted as per format shall be acceptable and Contract concerned tendering such lowest bid shall be considered as successful bidder. The bidders not having EPF number or any other statutory requirements can also participate in the tendering process but such bidders shall have to furnish EPF registration number and other requirements within one month from the date of award of contract/work failing which his contract shall stand terminated automatically and further process shall be adopted as per HPFR 2009.

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

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

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

**Important Note:-**

1. Please read "Terms and conditions" carefully before filling up this form.
2. Please complete the format in all respect with signature on each page.
3. The Tender Committee reserves the right to accept or reject any application for Financial 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)