

DIRECTORATE OF HIGHER EDUCATION HIMACHAL PRADESH SHIMLA

No. Shiksha-H (1) B 3-5/74/2001
 Directorate of Higher Education
 Himachal Pradesh Shimla-1

Dated: Shimal-171001 the 30th July 2013

TENDER NOTICE

The Directorate of Higher Education, Himachal Pradesh Shimla intends to outsource the services of two Chowkidar-cum-Security Guard for a period of one year. This period of contract can be further extended for a spell of another one year provided the performance is found satisfactory. The tenders are therefore invited from the experienced and reputed contractors / firms / companies / Cooperative Societies / NGOs having a minimum 3 years experience of watch and ward in Government Offices, Semi-Government, Central Autonomous bodies, Boards, Corporations, CSIR or its Laboratories / institutes etc., for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla, during the day time from 8 AM to 8 PM and during the night time from 8 PM to 8 AM, for a period of one year on contract basis at following location:-


Buildings Directorate of Higher Education H.P. Shimla-1

Sl. No.	Name of Buildings	Number of floors / Stairs etc.	Number of rooms	Number of toilets	Description of work
1	Phase-I	4	21	5	(1) Watching, warding, safeguarding the interior and exterior portions of the buildings and entire space surrounding to the them, and movable and immovable assets, and equipments etc. (2) Any other duty assigned by the officer incharge related to office work
2	Phase-II	4	17	6	
3	Phase-III (L)	3	30	6	
4	Administrative Block	4	18	6	

The tenders should reach in the office of the undersigned on or before 15.8.2013 upto 2.00 PM and the same will be opened on the same day at 4.00 PM in the presence of the tenderers or their representatives who wish to be present at the time of opening of tenders. In case of any doubt, the same may be got clarified from the Directorate of Higher Education Himachal Pradesh Shimla by visiting the office on any working day.

The tenderers will furnish the offer in two separate envelopes clearly mentioning envelop **No-1 "Technical Bid"** and envelop **No-2 "Financial Bid"**. Both the envelopes should indicate the description of tenders, Date of opening and then both the envelopes be kept in one sealed cover indicating **"Tender for watching and warding of the premises of Directorate of Higher Education Himachal Pradesh Shimla"**.

The detailed terms and conditions and eligibility criteria have been given in tender document which can be obtained from Store Branch of the Directorate of Higher Education Himachal Pradesh Shimla -171001, on payment of rupees 500/-


 Director Higher Education
 Himachal Pradesh Shimla

DIRECTORATE OF HIGHER EDUCATION HIMACHAL PRADESH SHIMLA
TENDER DOCUMENT

Technical Bid

The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the 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 security service.
- (i) Evidence of availability of training facility and service equipments and gadget in the form of an undertaking.
- (j) 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.
- (k) Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider and a declaration in **Annexure – A**, as token of having accepted the terms and conditions of the Tender Document.
- (l) Copies of bonafide Himachali certificates in respect of employees to be engaged for watch, ward and safeguarding the assets of department of Higher Education Himachal Pradesh.

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

Financial Bid

The rates should be quoted in the format attached as "**Annexure-B**" with this tender Document 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 "Annexure-A" shall be acceptable and Contract concerned tendering such lowest bid shall be considered as successful bidder. The bidders not having EPF number or any other statutory requirements can also participate in the tendering process but such bidders shall have to furnish EPF registration number and other requirements within one month from the date of award of contract / work failing which his contract shall stand terminated automatically and offer shall be afforded to 2nd lowest bidder standing on the panel.

TERMS AND 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 Shimla Branch from any nationalized Bank or HP State Cooperative Bank in favour of Director Higher Education Himachal Pradesh 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 five members constituted for the purpose by the Director, Higher Education. 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 Directorate of Higher Education 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 else where, in order to avoid the payment of Tender document, the tender bid of that firm shall be deemed to have rejected automatically. The Committee shall examine / scrutinize, the bids so received for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla as per terms and conditions of tender document and shall submit report alongwith its recommendation to the Director of Higher Education Himachal Pradesh Shimla.
3. On receipt of recommendation of Committee, the Director Higher Education shall give the approval of contract in favour of successful bidder in form appended as "**Annexure -D**". The successful bidder shall execute a contract / agreement with the Director of Higher Education, 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 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 two 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 7 days from the date of the finalization of the tender. No interest shall be paid on EMD by the Directorate of Higher Education. The EMD of successful bidder shall be refunded on completion of contract period without interest by the Department.
6. The successful bidder shall have to deposit a sum of Rs.50,000/- (Rupees fifty thousand) only in shape of an FDR duly pledged in the name of Director Higher Education Himachal Pradesh Shimla as Security amount within 7 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 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 Director Higher Education Himachal Pradesh Shimla reserves the right to reject any or all the tenders without assigning any reason therefor. 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 Director Higher Education Himachal Pradesh 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 Director Higher Education Himachal Pradesh Shimla.
13. The Chowkidar-cum-Security Guard provided by the Contractor for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla, during

the day time from 8 AM to 8 PM and during the night time from 8 PM to 8 AM should be properly dressed up.

14. 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 Director Higher Education Himachal Pradesh Shimla on the basis of service provided by the contractor concerned.
15. The Director Higher Education Himachal Pradesh 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.
16. 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 Directorate of Higher Education Himachal Pradesh Shimla.
17. 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 arbitration or any person appointed by him. The award of the arbitrator shall be final and acceptable to both the parties.
18. In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the tenders will be received up to 2.00 PM and opened at 4.00 PM on the next working day.
19. Any loss to the property of the Directorate of Higher Education 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 EMD amount.
20. 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.
21. The contractor shall have to engage two person for day and night watch and ward work in a month. The providing of paid off or leave reserve worker shall be the responsibility of the contractor concerned and no extra payment shall be made to him on this account.
22. For the purpose of proper identification of the persons so deployed for work under contract, proper identity cards will be issued to them by the contractor giving full details (name, parentage and full address etc). The workers will display the identity cards so issued to them during the performance of their duty in Directorate of Higher Education Himachal Pradesh Shimla. The persons not having proper identity cards

will not be allowed to enter the Directorate. The details of employees engaged to be given to Directorate.

23. The persons deployed by the contractor for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla, during the day time from 8 AM to 8 PM and night time from 8 PM to 8 AM, shall be the employees of the contractor for all intents and purposes. The contractor will ensure that the employees are medically fit and free from communicable diseases. The antecedents of the persons to be provided by the contractor shall be got verified from appropriate authority by the contractor at his own level and a copy of the same be supplied to the Directorate of Higher Education.
24. 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.
25. It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for watching, warding, safeguarding the premises, movable and immovable assets, and equipments, 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 Directorate of Higher Education. For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10.00 dully signed by the Magistrate 1st Class as per specimen format attached as **"Annexure-C"**
26. 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.
27. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla. 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 Director Higher Education Himachal Pradesh Shimla.
28. In the event of any injury or mishap or illness of any worker while performing the duty, the Director Higher Education Himachal Pradesh 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.

29. The contract may be terminated in any of the following contingencies:-
- (i) On the expiry of the contract period if not otherwise extended further;
 - (ii) Giving notice of three months, 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 three months 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.
30. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.
31. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and Director Higher Education Himachal Pradesh Shimla.
32. The contract agreement as per terms and conditions of this tender document will be signed between Director Higher Education Himachal Pradesh Shimla or through his representative and contractor on Non-judicial stamp paper of relevant value immediately after award of contract in format appended as "**Annexure-E**". In case of failure on part of contractor to do so before start of work / contract, the said contract shall be assigned to other eligible bidder.
33. In case, in any day the employees of contractor fails to accomplish their job of watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla in that event a penalty amounting to Rs. 1000/- per day shall be imposed and the same shall be recovered either from security or EMD or deducted from running bill of the contractor.

Terms of Payment

The Directorate of Higher Education Himachal Pradesh 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. The contractor shall submit his monthly bill in the Directorate of Higher Education during the first week of the succeeding month.

Third Party Liabilities

- (i) The contractor shall be responsible for any compensation payable to third party for whatsoever reasons. No compensation will be made by the Department.
- (ii) In case the loss to the property of Higher Education Department is caused due to the negligence on the part of the contractor, such losses shall be borne by the contractor and the same shall be recoverable from security deposit kept in the form of an FDR.

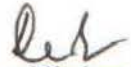
Supplementary Conditions

- (i) The contractor and his employees shall abide by the entire conditions of the tender document and instructions of the Education Departments issued in this regard from time to time.
- (ii) The contractor and its employees shall maintain friendly working environment and office decorum. They should possess qualities such as politeness, submissiveness, loyalty, decent behaviour, soberness, honesty etc.
- (iii) In case of any mis-behaviour of contractor or its employees with the office staff, the contract shall be liable for termination by serving one month notice upon the contractor otherwise a penalty of Rs 1,000/- per day will be imposed and recovered either from running bill of the contractor or from security deposit or from EMD amount.
- (iv) The Director Higher Education shall be the competent authority to invoke the penal provisions and also take necessary action for termination of contract, due to contravention of terms and conditions of tender document and contract agreement entered into and for other lapses committed on the part of the contractor.
- (v) The employees engaged by the contractor will remain in constant touch with officers / officials of the department and keep them informed with the activities in the office premises of the Department of Higher Education in case of any emergency.

Scope of work

The contractor shall engage two employees bonafide Himachalis for watch, ward and safeguard the Assets work in the Directorate of Himachal Pradesh Shimla -171001, during the day time from 8 AM to 8 PM and during the night time from 8 PM to 8 AM, for a period of one year. This period of contract can be further extended for a spell of another one year provided the performance is found satisfactory. The description of work and Assets is given hereunder:-

Sl. No.	Name of Buildings	Number of floors / Stairs etc.	Number of rooms	Number of toilets	Description of work
1	Phase-I	4	21	5	(1) Watching, warding, safeguarding the interior and exterior portions of the buildings and entire space surrounding to the them, and movable and immovable assets, and equipments etc. (2) Any other duty assigned by the officer incharge related to office work
2	Phase-II	4	17	6	
3	Phase-III (L)	3	30	6	
4	Administrative Block	4	18	6	


 Director Higher Education
 Himachal Pradesh Shimla

“Annexure- A”**DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER DOCUMENT**

To

The Director of Higher Education
Himachal Pradesh Shimla-171001.

Sir,

I have carefully gone through the terms and conditions of the tender document inviting the bids to provide the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla, I declare that all the terms and conditions mentioned in tender document are acceptable to me.

Yours faithfully,

Signature-----
Name -----
Father Name-----
Name of Firm/Agency
Alongwith permanent
Address

Date
Place

“Annexure- B”**FINANCIAL BID****Detail of salary / wages of workers, service Tax and profit element etc.**

Sr. No.	Particulars	Amount per month (Rs.)
1.	Salary of worker (not less than Rs. 150/- per day)	
2.	Profit element	
3.	Total	
4.	Service Tax	
5	Grand Total (Rupees _____) only	

**Signature of the Tenderer
With Seal of the Agency**

"Annexure-C"

(An undertaking on Rs. 10/- non judicial Stamp Paper duly attested by class-1 magistrate)

To,

The Director Higher Education,
Himachal Pradesh Shimla - 1

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 under the "watching, warding, safeguarding the premises, movable and immovable assets, and equipments" contract of the Directorate of Higher Education Himachal Pradesh Shimla and shall disburse their salary through these accounts. I also understand that a penalty of Rs.25000/- per month shall be imposed upon me by the Director Higher Education Himachal Pradesh Shimla 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 (LC) 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 Director Higher Education Himachal Pradesh Shimla during the whole term of contract I shall be bound to rectify or take care of the defects as pointed out by the Director Higher Education Himachal Pradesh Shimla 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 my self to the Department of Higher Education for providing manpower to it as per requirement for the period of contract. I will be wholly responsible for providing manpower as per tender notice and to provide alternative in case absence of person already deployed.

**Signature of the Tenderer
With Seal of the Agency**

“ANNEXURE-D”

APPROVAL OF CONTRACT FOR WATCH, WARD AND SAFEGUARD THE ASSETS

The approval of contract is hereby accorded in favour of Sh.-----, Prop. M/s -----to provide the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla during the day time from 8 AM to 8 PM and during the night time from 8 PM to 8 AM, initially for a period of one year. This approval is 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 with in a week after this approval. In case of failure to execute the contract / agreement within stipulated period, the amount of EMD shall stand forfeited.

Director Higher Education
Himachal Pradesh Shimla

Date-----

Place-----

“ANNEXURE-E”**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 Director of Higher Education Himachal Pradesh Shimla

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 Governor Himachal Pradesh, through Director of Higher Education Himachal Pradesh (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 watching, warding, safeguarding the premises, movable and immovable assets, and equipments of the Directorate of Higher Education Himachal Pradesh Shimla, during the day time from 8 AM to 8 PM and during the night time from 8 PM to 8 AM, for a period of one year on the following terms and conditions:-

- (1) The First party shall provide the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments, to the second Party-----for a period of one year commencing on day of -----It is specifically mentioned and agreed upon by both the parties that the contract of the first party with second party shall ipso-facto stand continued for next one year subject to satisfaction of terms and conditions of tender and this contract agreement.
- (2) The amount of the contract for providing the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla by the first party to second party will be ----- per month.
- (3) The contract of providing the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla to second party will remain in vogue subject to abiding by the terms and conditions of tender document. In case of violation of terms and conditions of tender document, the contract would be liable for termination.
- (4) The contract of providing the services for watching, warding, safeguarding the premises, movable and immovable assets, and equipments in the Directorate of Higher Education Himachal Pradesh Shimla can be terminated by serving three months 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 term and condition, 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 with in 30 days for the amount as per entitlement of the first party either through demand draft or by cheque or through RTGS to the Bank account of Contractor directly.
- (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 under "watching, warding, safeguarding the premises, movable and immovable assets, and equipments" contract 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 quality service of watching, warding, safeguarding the premises, movable and immovable assets, and equipments etc. in the Directorate of Higher Education Himachal Pradesh Shimla, to the 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 Director Higher Education Himachal Pradesh Shimla 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