

DIRECTORATE OF FISHERIES HIMACHAL PRADESH

e-TENDER NOTICE INVITING ONLINE BIDS
E-TENDER NOTICE No. Fisheries/hp/Tenders/00 dated

Telephone 01978-223212

01978-224068

e-mail-fisheries-hp@nic.in

1. Online bids are invited on the website <https://hptenders.gov.in> for outsourcing of services of skilled/ unskilled manpower from established agency / firm on **07-04-2020, 11.00 HRS.**
2. Bid shall be opened on **07-04-2020, 11.30 HRS.**
3. Cost of tender form is Rs. **500/-** which is non refundable and is payable in favour of Deputy Director Fisheries(Hqrs) Directorate of Fisheries H.P. Bilaspur in the shape of Demand Draft, which must reach before the date of opening of tenders.

Director-cum-Warden of Fisheries,
Himachal Pradesh, Bilaspur.

Endst No. FSH-G(2)-26/2017-A- III-

Dated :-

Copy in continuation of this Directorate letter of endst. of No.2443-44, dated 02-03-2020 to

1. The Director, Information and Public Relation Department, Suchna Bhawan, Near Majitha House, Shimla-171002 with the request for publication of above e-Procurement Notice / Invitation for Bids(IFB) in two Daily Newspapers i.e. Hindi & English.
2. In-charge, Web Cell Branch, Directorate of Fisheries along-with soft copy for information and further necessary action with the directions to up-load the above tender on the website <https://hptenders.gov.in> and send the required information to quarter concerned for publication of above tender notice in the News papers.

(Maheh Kumar)
Deputy Director of Fisheries (Hqr),
Directorate of Fisheries, H.P. Bilaspur.
E-mail-ddfisheries-bil-hp@nic.in
Tel/Fax: 01978-223212, 224068

**Directorate of Fisheries Himachal Pradesh.
e-Procurement NOTICE
INVITATION FOR BIDS (IFB)**

1. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur invites bids in electronic tendering system, in two covers for outsourcing of below mentioned skilled/ unskilled manpower at Departmental Fish Farms, Centers and Offices during the F.Y. 2020-21 from the eligible Service provider :-

Sr. No.	Description of manpower	Tentative Requirement	Earnest money / period
	Tentative tender value = Rs. 30.00 lacs		
1	Ice Plant operational services.	1 at Trout Farm Patlikuhal Kullu HP	Rs. 50,000/- only for one year.
2.	Feed Mill operation services	1 at Fish Farm Gagret(Una), Distt. Una, HP 1 at Fish Farm Fish Farm Sultanpur, Distt Chamba, HP	
3	Motor Boat operational services	1 at Ranjeet Sagar Chamba HP	
4	Chowkidar-cum-cooking services	6, each at Pong Dam(Kangra), Barot(Mandi), Patlikuhal(Kullu), Ghagus(Bilaspur), Sultanpur (Chamba) and Kangra(Kangra) (HP).	
5	Chowkidar-cum-cleanliness services.	1 Bilaspur HP	
6	Dak carrier-cum-cleanliness services.	1 Bilaspur HP	
7	Part Time cleanliness services (Four hours daily)	9, each at Bilaspur(Bilaspur), Deoli(Bilaspur), Dehra(Kangra), Pongdam(Kangra), Sathana(Kangra), Nagrotasurian(Kangra), Sangla(Kinnaur), Nalagarh(Solan), Deoli(Una). HP.	
8	Labourer services	11, one at Ghagus(Bilaspur), two at Patlikuhl(Kullu), Four at Deoli(Una), three at Nalagarh(Solan), one at Sultanpur(Chamba).	
9	Chowkidar(watch & ward) services	If requirement arises.	

Note:- Rates quoted by firms shall be compared on consolidated basis i.e. grand total of "Column No. 11(Total cost per person per month) of Annexure-4 and not service-wise however the firms are required to supply the rates service-wise also.

2. **Availability of Bid Document and mode of submission** : The Bid document is available online and bid should be submitted in online mode on website <https://hptenders.gov.in> Bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in this Department may obtain the same from the website : <https://hptenders.gov.in> Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

3. **Key dates:**

1.	Date of Online Publication.	12-03-2020
2.	Document Download start and end date(s).	12-03-2020 , 17.30 HRS up to 07-04-2020, 10.30 HRS.
3.	Bid submission start and end date(s).	12-03-2020, 17.30 HRS up to 07-04-2020, 10.30 HRS.
4.	Physical submission of EMD & cost of tender document.	07-04-2020 up to 11.00 HRS.
5.	Date of Technical Bid Opening.	07-04-2020, 11.30 HRS.
6.	Date of opening of financial bid.	To be announced on 07-04-2020

4- TENDER DETAIL

The tender documents shall be uploaded online in 2 covers :-

- i) Cover-1 : shall contain scanned copies of all 'Technical Documents/Eligibility information.
 - ii) Cover-2 : shall contain 'BOQ/Financial Bid', where contractor/supplier/service provider will quote his offer for each item/category separately.
5. **SUBMISSION OF ORIGINAL DOCUMENTS** : The bidders are required to submit (a) original demand draft towards the cost of bid document and (b) original bid security/earnest money deposit (EMD) and other technical documents in the office of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, as specified in key dates at Sr.No.3 above on tender opening date, failing which the bids will be declared non-responsive.
6. **BID OPENING DETAILS** :- The bids shall be opened on **07-04-2020** at 11.30 AM. in the office of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, by the tender opening committee. In their interest the tenderers are advised to be present along with original documents at the time of opening of tenders. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. The bids for the work/service shall remain valid for acceptance for a period not less than 120 days after the deadline date for bid submission.
8. Other details can be seen in the bidding documents. The officer inviting tender shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates. The employer shall not be liable for any information not received by the bidder. It is the bidders responsibility to verify the website for the latest information related to the tender.

FOR FUTHER ENQUIRY IN THIS REGARD PLEASE CONTACT DIRECTOR- cum-WARDEN OF FISHERIES HIMACHAL PRADESH DIRECTORATE OF FISHERIES, BILASPUR, HIMACHAL PRADESH-174001, TELEPHONE NOS.01978-224068 & 223212, FAX NO.01978-224068 AND ALSO VISIT OUR WEBSITE

<https://hptenders.gov.in> Email :- fisheries-hp@nic.in

Terms & Conditions of Contract

1. The tenderer will have to make payment of **Rs. 500/- (Five hundred)** in the shape of bank draft payable at Bilaspur HP drawn in favour of **Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001**. The tenderer is required to upload the bank draft along with technical bid and furnish the same on or before the date of opening of tender.
2. **Bid security of Rs 50,000/- (Fifty thousand only)** in the shape of Fixed Deposit Receipt only, duly **pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001** should be furnished on or before the date of opening of tender. The firms registered with Controller of Stores / State Government are exempted from furnishing bid security/ earnest money along with their bids and in such cases the tenderer must send attested copy of the registration certificate. The bid security of unsuccessful bidder(s) **shall be refunded to them at the earliest after the expiry of final validity period of the bid as stipulated in the tender document and the bid security of successful bidders shall remain in the custody of the Department till the completion of contract.**
3. The tenderer will have to submit their “**Technical Bid**” and “**Financial Bid**” in two separate covers **online** as specified in the NIT.
4. In the “**Technical Bid**”(cover-I) bidder is required to **upload online** the scanned copies of following documents from Sr. No. a to k, **duly attested/ self attested.**
 - a) Letter of authorization, in case representative is sent to participate in the tender opening process.
 - b) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001.
 - c) “**Bid Security**” in shape of Fixed Deposit Receipt only, **duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001**
 - d) Copy of registration under GST Act.
 - e) Income tax return for the **Assessment Year 2019-20**.
 - f) PAN Number.
 - g) Copy of Provident Fund Account Number issued by Provident Fund Commissioner.
 - h) ESI registration No. issued by competent authority or an affidavit.
 - i) Undertaking on stamp paper of Rs. 20/- as per format given in annexure-2
 - j) Contract Licence issued by the Labour Commissioner under Contract Labour (R&A) Act or an affidavit.
 - k) Complete Tender document (including instructions to tenderers, **Annexure-1, 2 & 3**) duly signed (each page) by the tenderer.
5. In the “**Financial Bid**” (Cover-II)(only online) the rates should be quoted by the tenderer in the “**Bills of Quantity (BOQ)/Price schedule**” in figures and words. If there is any discrepancy in the rates between figure & words, the rate quoted in words will be taken as correct for the purpose of evaluation.
6. The tenderers shall also have to produce **original /attested/self attested copies**, physically of the following documents from Sr. No. a to k before or at the time of opening of Technical Bid/ tenders:-
 - a) Letter of authorization, in case representative is sent to participate in the tender opening process.
 - b) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001.

- c) **“Bid Security”** in shape of Fixed Deposit Receipt only, **duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001**
- d) Copy of registration under GST Act.
- e) Income tax return for the **Assessment Year 2019-20**.
- f) PAN Number.
- g) Copy of Provident Fund Account Number issued by Provident Fund Commissioner.
- h) ESI registration No. issued by competent authority or an affidavit.
- i) Undertaking on stamp paper of Rs. 20/- as per format given in annexure-2
- j) Contract Licence issued by the Labour Commissioner under Contract Labour (R&A) Act or an affidavit.
- k) Complete Tender document (including instructions to tenderers, **Annexure-1, 2 & 3**) duly signed (each page) by the tenderer.

7. First of all **“Technical Bid” will be opened by the TOC** online. Non-submission/incomplete submission of any of the required documents **shown at Sr. No.4(a to k) and Non-submission/incomplete submission of any of the required documents shown at Sr. No.6(a to k)** or if documents submitted online/ physically are found invalid/ mismatching by TOC, the tenderer shall be disqualified and **his “Financial Bid” shall not be opened.**

8. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner laid down in the said Company’s Article of Association. The signatures on the quotations shall be deemed to be authorized signatures.

9. No tender will be considered unless and until all the documents including **tender document** are properly signed.

10. Tentative requirement for outsourcing of skilled / unskilled manpower at below mentioned departmental Fish Farms, Centres and Offices during the F.Y. 2020-21 is mentioned as under :-

Sr. No.	Description of manpower	Tentative Requirement	Earnest money / period
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7	Part Time cleanliness services (Four hours daily)	9, each at Bilaspur(Bilaspur), Deoli(Bilaspur), Dehra(Kangra), Pongdam(Kangra), Sathana(Kangra), Nagrotasurian(Kangra), Sangla(Kinnaur), Nalagarh(Solan), Deoli(Una). HP.	
8	Labourer services	11, one at Ghagus(Bilaspur), two at Patlikuhal(Kullu), Four at Deoli(Una), three at	

		Nalagarh(Solan), one at Sultanpur(Chamba).	
9	Chowkidar(watch & ward) services	If requirement arises.	
<p>Note:- Rates quoted by firms shall be compared on consolidated basis i.e. grand total of “Column No. 11(Total cost per person per month) of Annexure-4 and not service-wise however the firms are required to supply the rates service-wise also.</p>			

11.The service provider shall ensure the deployment of suitable candidates who are bonafide Himachali.

12 Maternity leave benefits to the out-sourced staff shall be borne by the borrowing Department through the service provider under Maternity Benefit Act-1961

12-A Contractors shall comply strictly with the provisions made by Govt. of HP vide letter No. Fin(C)-B(15)-8/2013, dated 01-07-2017 regarding policy guidelines in respect of staff deployed in Government departments by service providers on outsourcing basis, and amendments from time to time, if any. As per provisions made by Govt. of HP vide letter No. Fin(C)-B(15)-8/2013, dated 13-08-2019, it will be mandatory for Service Providers to issue monthly Slip of wages/ remuneration released by them to their workers/ staff deployed on outsource basis and all types of deductions and other allied benefits admissible to these workers/ staff, on a regular basis.

13.Personnel who are to be engaged through service provider should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote good will and enhance the image of the offices of the Fisheries Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

14.The persons deployed shall not claim any Master & Servant relationship against this Department. The statutory and contractual obligations are to be compiled with by the Contractor.

15.The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certificate to this effect will be given to this office by the Service Provider.

16.In case the day of opening of tender published in the NIT happens to be a holiday, the next working day shall be considered for opening of tenders.

17 The tender document is not exchangeable to any other party.

18.The “**DECLARATION**” enclosed herewith as **Annexure-1**”should be signed and stamped by the tenderer and should be enclosed with the tender offer

19. No revision of rates or escalation of price due to any reason(s) will be accepted after tenders are opened. The successful tenderer will have to provide manpower at the accepted rates during the rate running contract period.

20. The tenderer should indicate in which capacity, the tender offer is signed and full name and address should be indicated in Block letters.

21. No guarantee can be given to actual requirement. The requirement mentioned in the tender is tentative, which may be increased or decreased subject to actual requirement by Director-cum-Warden of Fisheries, HP.

22. The tenderer may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm.

23. The Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur, HP reserves the right to accept or reject any or all the tenders without assigning any reasons.

24. The rates should be quoted in the “**Bills of Quantity (BOQ)/Price schedule**” in figures and words both without any overwriting, corrections, errors, omission etc. If there is a discrepancy in the rates between figure & words, the rate quoted in words will be taken as correct for the purpose of evaluation.

25. Conditional tender such as increase in wage rates, taxes or duties etc. will be charged extra, will stand disqualified and will not be accepted.

26. Tender offer submitted by post or courier (off-line) will not be accepted.

27. The successful tenderer on award of the contract irrespective of his registration status shall have to deposit **Performance security** in the form of an Account Payee Banker cheque, Demand Draft or Fixed Deposit Receipt duly pledged in favour of Director-cum-Warden of Fisheries, HP, Bilaspur-174001.

28. Performance security shall remain in the custody the Department for a period of sixty days after completion of contract to the best satisfaction of the Department.

29. Tender will be valid up to **31-03-2021** and may be extended by Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur,

30. If the party fails to provide the approved manpower within the specified time, the party may be banned/ blacklisted for one or more than one year with the forfeiture of the security deposits and items may be entrusted to any agency / firm at the risk & cost of the party.

31. Any attempt of negotiations direct or indirect on the part of the tenderer with the authority to whom he has submitted his tender offer or the authority which is competent to finally accept it after he has submitted his tender offer or any endeavour to secure any interest for an actual or prospective tenderer will render the tender liable to exclusion from consideration.

32. In future correspondence, Tender Notice Number and date may be quoted failing which correspondence will be ignored.

33.DUTIES AND RESPONSIBILITIES:-

a) Part Time cleanliness services

1.The services have to be provided for four hours daily. Cleaning and sweeping of offices and Fish landing Centres including campus etc. using vim and dry/ wet mopping with phenyl etc.

2.Cleaning /Sweeping of all toilets in these offices/ centres.

3.Dusting of all windows, doors, grills, walls etc.

Qualification: - No qualification prescribed, but he must have working experience in cleaning/ sweeping.

b) Chowkidar(watch & ward) Services:-

1.Watch and ward of Farm in the night from 5-00 PM to 10:00AM next day.

2.To take care of fish live stock and other property at the Farm, offices/ centres.

3.To inform Incharge of the Farm and other officials regarding blockade of water supply or in case of any other emergent situation arises.

4.To save fish live stock and restore the water supply with the help of other officials of the department.

5.To remain in constant touch with officers/ officials of the Department and keep them informed with the activities in the Farm in case of any emergency.

Qualification: - Middle.

c) Motor Boat Operation services :-

1.Plying of departmental motor boat as per directions of departmental officers as and when required to do so.

2.Cleaning and upkeep of the motor boat.

3.Safe parking of departmental motor boat at places specified for the purpose.

4.Safe custody of tools/ accessories of the boat.

Qualification: Matric with valid driving license in driving of Motor Boat and working experience of atleast one year

d) Chowkidar-cum-cooking services

1.The services have to be provided in the night from 5-00 PM to 10:00 AM next day daily.

2.Watch and ward of the premises during night.

3.Cooking for the guests as and when required to do so.

4.Cleaning of utensils and kitchen.

5.To remain in constant touch with officers/ officials of the department and keep them informed with the activities in the Angler's Lodge/ Rest House in case of any emergency.

e) Ice Plant operational services

1.Mechanics services have to be provided in the Ice plant, at Trout Farm Patlikuhl.

2.To repair the machinery and equipments fitted in the factory.

3.To keep the ice factory in running condition.

4.Servicing of the ice factory machinery/ equipments as per requirement.

Qualification :- Should possess valid technical educational qualification/ vocational educational qualification/ ITI/CTI holder.

f) Feed Mill Operator

1. Feed Mill operation services have to be provided in the feed mills.

2. To keep the feed mills in running condition.
- 3 Servicing of feed mills.
4. Any other jobs related to feed mill operation.

Qualification :- Should possess valid technical educational qualification/ vocational educational qualification/ ITI/CTI holder.

g) Peon-cum- cleanliness services

- 1.Services have to be provided in the office of CEO, HPAFMS, Bilaspur from 10-00 AM to 5:00 PM daily.
- 2.To carry the dak within the same station or elsewhere as directed to do so.
- 3.Cleaning and sweeping of CEO, HPAFMS office including campus using vim and dry/ wet mopping with phenyl etc.
- 4.Cleaning /Sweeping of all toilets in the office.
- 5.Dusting of all windows, doors, grills, walls etc.
- 6.Any other duty assigned by the officer Incharge related to office work.

h) Chowkidar-cum-cleanliness services.

- 1.Services have to be provided in the night from 5-00 PM to 10:00 AM next day daily.
- 2.Watch and ward of the premises during night.
- 3.To perform the duty of sweeper before 09:30 Am daily.
- 4.Cleaning and sweeping of Awareness Centre office using vim and dry / wet mopping with phenyl etc.
- 5.Cleaning /Sweeping of all toilets in the Awareness Centre.
- 6.Dusting of all windows, doors, grills, walls etc.
- 7.Any other duty assigned by the officer Incharge related to office work. To remain in constant touch with officers / officials of the department and keep them informed with the activities in the Awareness Centre in case of any emergency.

i) Labourer services:

1. The services have to be provided at the farm from 9-00 AM to 05:00 PM daily.
- 2.Watch and ward of the premises during duty and maintenance and upkeep of farm premises.
- 3.To remain in constant touch with officers/ officials of the department and work under the control and direction of farm's Officers /Official and keep them informed with the activities at the farm in case of any emergency.

34.The tenderer shall not sublet, transfer or assign any part of this service contract. If it is proved at any stage, the contract is liable to be terminated.

35. ANNULMENT OF AWARD: - Failure of successful bidder to submit security deposit shall constitute sufficient ground for the annulment of the award and forfeiture of bid security in which event Department may make award to any other bidder at its own discretion or call for new bids.

36. SIGNING OF CONTRACT

a) Within 15 days after notification of award, the successful tenderer will have to sign a contract agreement with the Department of Fisheries, failing which the offer will be withdrawn/ cancelled.

b) Submission of tender in response to this tender notice along with acceptance thereof by the department will form “**VALID CONTRACT**” and the conditions mentioned in the tender notice will be binding on the accepted tender.

37.FORFIETURE OF SECURITY

Bid security/ performance security is liable to be “Forfeited” as the case may be, if the tenderer:-

a)Withdraws tender offer before finalization of the same.

b)Fails to accept the tender offer, if his/ their tender is accepted.

c)Fails to pay security deposit within stipulated time limit.

d)Fails to execute the agreement within stipulated time limit.

e)Fails to carry out the work as per conditions of tender and contract.

38.Income tax will be deducted from the agency as per provisions under section 194C of Income tax Act.

39. The agency / firm will be liable to provide the services as described in the tender notice. **The Director –cum- Warden of Fisheries**, Himachal Pradesh reserves himself the right to obtain services for contracted posts required anywhere else when available from any Government department/ approved source without prejudice to this contract. He further reserves the right to negotiate with any of the tenderers/ agency and award parallel contract to any or all of the participating tenderers/ agency.

40.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. **Fisheries Department** shall make payment to the Agency for the job assigned and not to the individual concerned. Further, the staff deployed by the agency will have no right to claim for any job in **Fisheries Department** and for that purpose the Agency will be solely responsible.

41.TERMS:

a)Deployment of manpower by the agency as per tender notice.

b)The agency shall certify that they have verified the credentials of persons being deployed for the job against this contract.

c)**Contract Amount:** No increase shall be asked for or admissible in the amount of contract for the entire period of the contract for one year.

42.PAYMENT TERMS:-

1.The Agency shall submit the pre-receipted bill in triplicate in the name of concerned Deputy Director of Fisheries / Chief Executive Officer / Assistant Director of Fisheries concerned on last day of every month.

2. Bills submitted shall be processed and amount will be released within 10 days.
3. No advance payment of any kind will be made to the agency.

4. TDS will be deducted as per income tax Laws.

5. Payment for services rendered shall be released to the Agency/contractor by the **Department** only after the services have been rendered as per contract. The contractor shall be responsible to make further payment to the person engaged by him for rendering services and **Department** shall not own any responsibility in this regard.

6. No interest on any deferred/ delayed payments arising out this contract shall be payable in any case whatsoever.

43. RESPONSIBILITIES OF THE AGENCY:

a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory work are attended personally.

b) The agency shall be responsible for discipline of the staff working under it.

c) If the agency staff members are found misbehaving with any of the staff members of **Fisheries Department**, the services of agency staff member concerned shall be dispensed with on the spot and it will be the responsibility of agency to provide replacement immediately.

d) For successful implementation of the terms and conditions of this agreement, the staff deployed by the agency shall be subject to inspection by the Authorized Officers of the **Fisheries Department**.

e) The agency shall also ensure the safety of **Fisheries department** property. In case of damage to any equipment/ property of department due to delinquency/ negligence of the agency staff, the same would be replaced at the cost of agency. **Department's** decision shall be final in this regard.

f) The agency shall be solely responsible for all the service matters of it's employees, shall be responsible for all statutory requirement and compliance with provisions of various Labour Laws and shall abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.

g) The agency shall ensure that the staff deployed by it is well trained in the job for which deployed and is physically and mentally fit.

h) The agency shall provide uniform to it's staff, if required and ensure that they are well dressed and also carry identity cards.

i) **Fisheries Department** stands indemnified from any claim arising out of injury/ death of any staff posted by the agency in accordance with the fulfillment of this assignment, such claims shall be the sole responsibility of the Agency. **Fisheries Department** shall not be responsible for any claim of whatsoever nature.

j) It will be the responsibility of the agency to provide alternate in case of absence of the employee deployed by the agency due to illness or otherwise.

k)The agency shall be solely responsible for payment of wages to manpower deployed by him through bank. The agency shall supply the detail of bank account of each employee to the Department.

l)The agency shall be solely responsible for remittance of service tax/GST, crediting of shares in the EPF accounts, ESI etc. of concerned employees etc. as per the laws in force.

m) It will be mandatory for Service Provider to issue monthly slip of wages/ remuneration released by them to their workers/ staff deployed on outsource basis and all types of deductions and other allied benefits admissible to these workers/ staff on a regular basis.

44. FACILITIES & INPUTS TO BE PROVIDED BY DEPARTMENT:

a)**Department** will provide all the consumables such as dusters, mops, brushes, brooms, pans, detergents, washing powder, phenyl, toilet disinfectants, soap cakes, and related materials for cleaning and washing to Part-time sweeper.

b)Department will provide sitting place to the chowkidar during night along with chair etc.

c)Department will provide life jacket to the boat driver.

45. TERMINATION AND PENALTY:

a)The agreement is terminable by either side on giving one month's notice.

b)The agency shall be responsible for faithful compliance of the terms and conditions of this agreement, failure of which will attract forfeiture of their performance security as well as earnest money and termination of this agreement/contract and getting the work done through some outside agency at their cost and risk during the remaining period of contract.

c)The services provided by the agency in any particular month, if found unsatisfactory, the **Fisheries Department** shall be at liberty to deduct up to 10% of the monthly billed amount apart from taking such other action as contained in Para above.

46.GENERAL:

a)In the event of any dispute over interpretation of any of the clauses of this agreement or any part thereof or otherwise, the decision of the **Director-cum-Warden of Fisheries, HP** shall be final and binding on the agency.

b)All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh.

c)**The Department shall** continuously monitor the performance of the contract and in case of breach of any conditions of contract or failing, declining, neglecting or otherwise not executing the same in accordance with the terms of this agreement or if contractor/ agency or his agent/ servants being found guilty of negligence, fraud, loss to government property the agreement shall be liable to be terminated forthwith and the bid security and performance security shall be forfeited to government.

Read and accepted
Signature of the Tenderer

“DECLARATION”

“I / we hereby declare that I / we have carefully gone through the terms and conditions of Bid invited vide letter No. _____ in detail and agreed to the rates submitted by me / us in the above Rate Sheet and I / we agreed in full” :-

1) Signature of the party : _____

(Full Name in block letters)

Capacity in which offer is signed : _____

(Rubber stamp is required)

2) Full Address _____

Telephone Number (O) :

(R) :

PATICULRAS OF BID SECURITY

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

Signature of the bidder

Or the Authorized signatory & Seal.

(Annexure-2)

FORMAT FOR PROVIDING UNDERTAKING

(TO BE SUBMITTED ON A STAMP PAPER OF Rs.20/-)

1. the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of the contract.
3. I, the undersigned hereby bind myself to Govt. of HP for providing manpower to the Department of Fisheries as per requirement for the period of contract.
4. I will be wholly responsible for providing manpower as per tender notice and to provide alternative in case absence of person already deployed.
5. The agency shall be solely responsible for all the service matters of it's employees regarding payment of EPF, ESI(if applicable) and leave etc. and shall be responsible for all statutory requirement and compliance with provisions of various Labour Laws and shall abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract.
6. The agency shall also ensure the safety of **Fisheries department** property. In case of damage to any equipment/ property of department due to delinquency/ negligence of the agency staff, the same would be replaced at the cost of agency. Department's decision shall be final in this regard.
7. Contractors shall comply strictly with the provisions made by Govt. of HP vide letter No. Fin(C)-B(15)-8/2013, dated 01-07-2017 regarding policy guidelines in respect of staff deployed in Government departments by service providers on outsourcing basis, and amendments from time to time, if any.
8. In case of any lapse on my part or on my staff, the departmental authorities may cancel my contract and award the work to another agency and the costs difference may be recovered from me and can forfeit security deposit.
9. The decision of the **Director-cum-Warden of Fisheries** shall be final and binding upon me.

Date:

Signature of the tenderer
Seal of the agency

TENDER FORM

DEPARTMENT OF FISHERIES, HP

(TECHNICAL BID)

(To be filled by the Tenderer)

From:

TO:

The Director cum- Warden of Fisheries,
Himachal Pradesh ,Bilaspur-174001.

Subject:-

Submission of technical bid for “outsourcing of services of skilled/ unskilled manpower from established agency / firm.

Sir,

Reference :-

Tender Notice No.

Dated _____

I/ we am/ are furnishing the following documents/ particulars with reference to above mentioned NIT as under :-

- a). Details of Firm/ individual with full details of address for correspondence :
Name of the Firm/ individual :
- b) Telephone/ Mobile No.- Office
Residence
E-mail
- c) Letter of authorization, in case representative is sent to participate in the tender opening process.
- d) Bank draft for “**Cost of Tender**” payable at Bilaspur HP drawn in favour of Deputy Director of Fisheries (Hqr) Bilaspur, HP-174001.
- e) “**Bid Security**” in shape Fixed Deposit Receipt only, **duly pledged in favour of Director cum-Warden of Fisheries Himachal Pradesh, Bilaspur-174001**
- f) Copy of registration under GST Act.
- g) Income tax return for the **Assessment Year 2019-20**.
- h) PAN Number.
- i) Copy of Provident Fund Account Number issued by Provident Fund Commissioner.
- j) ESI registration No. issued by competent authority or an affidavit.
- k) Undertaking on stamp paper of Rs. 20/- as per format given in annexure-2
- l) Contract Licence issued by the Labour Commissioner under Contract Labour (R&A) Act or an affidavit.
- m) Complete Tender document (including instructions to tenderers, **Annexure-1,2 & 3**) duly signed (each page) by the tenderer.

Name, Address and Signature
of the Tenderer/ Agency

DEPARTMENT OF FISHERIES, HP FINANCIAL BID (Rates in Rupees/ per person/ per month)

Sr. No.	Description of services	Gross monthly wages to be paid to each	Deduction towards EPF (Employee's contribution @ 12%)	Net carry home salary/ wages	Employer's contribution towards EPF etc. @ 13.36%	Sub Total	Contractor' margin/ Admn. Charges	Total	GST @ 18.00%	Total cost per person per month.	
1	2	3	4	5	6	7(3+6)	8	9(7+8)	10	11	
1.	Ice Plant operational services.		Online only								
2.	Feed Mill operation services										
3.	Motor Boat operational services										
4.	Chowkidar services										
5.	Security-cum-cooking services										
6.	Security-cum-cleanliness services										
7.	Dak carrier -cum-cleanliness services.										
8.	Part Time cleanliness services										
9	Labourer services										

Rate of GST and various deductions will be given as per rate revised from time to time.

Contractor's margin worked out _____ @ _____%

**Name, Address and Signature
of the Tenderer/ Agency**