

**H.P. AQUACULTURE, FISHING & MARKETING SOCIETY,  
(Government of Himachal Pradesh undertaking)  
(Regd. Office: Directorate of Fisheries, HP Matsaya Bhawan, Bilaspur)**

**NOTICE INVITING TENDER**

Sealed tenders are invited for entering into contract for one year for outsourcing the services of Six Chowkidar-cum-Cooks, One Ice Factory Mechanic, One Peon-cum-Sweeper and One Chowkidar-cum-Sweeper in H. P. Aquaculture, Fishing and Marketing Society, Distt. Bilaspur, Himachal Pradesh from established service providers / agencies. The tender document may be procured from the Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society Distt. Bilaspur, Himachal Pradesh-174001 on any working day or can be downloaded from our website. Detailed Terms and conditions are in the tender document.

1. Cost of tender document: Rs 250-00 on cash payment or by sending money order/ bank draft of Rs.300-00 payable at Bilaspur HP. Please furnish DD of Rs.250/- in case tender document is downloaded from website.
2. Bid Security Rs. 5000-00 (Rupees Five thousand only)
3. Security deposit to be 10% of total value of tender to be worked out on the basis of bids.
4. Last date and time for issue of tender form up to 1700 Hrs. on **21-11-2011**.
5. Last date and time for acceptance of tender up to 1100 Hrs. on **22-11-2011**.
6. Date and time of opening of tender at 1430 Hrs on **22-11-2011**.
7. Place of opening of tender: Chamber of Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Distt. Bilaspur (H.P.).
8. The Tenderers will furnish "**Pre-qualification Bid**" and "**Price Bid**" as per instructions given in the tender document. The rates may be quoted per month for each job assignment separately. Tenderers may quote rate for only one job assignment as per their convenience.

**FOR FUTHER ENQUIRY IN THIS REGARD PLEASE CONTACT CHIEF EXECUTIVE OFFICER, H.P. AQUACULTURE, FISHING AND MARKETING SOCIETY, MATSAYA BHAWAN, BILASPUR, HIMACHAL PRADESH-174001, TELEPHONE NOS.: 01978-223013, FAX NO.: 01978-224068 & 223013 AND ALSO VISIT OUR WEBSITE**

<http://himachal.nic.in/hpafms/index.htm>

Email :- [ceofisheries-bil-hp@nic.in](mailto:ceofisheries-bil-hp@nic.in)

## **TERMS & CONDITIONS OF AGREEMENT**

1. This agreement is to last from \_\_\_\_\_ to \_\_\_\_\_ but in the event of any breach of the agreement at any time on the part of the Agency/ contractor, the contract may be terminated summarily by the Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Himachal Pradesh, Bilaspur -174001 without compensation to the contractor.
2. In the event of quotations being submitted by a firm, the same may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm. Any change in the constitution of the firm shall be notified forthwith by the Agency in writing to the Authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.
3. **Eligibility of Bidders (Essential conditions):-** The tenderers are required to produce following documents with the **“Pre-qualification Bid”** to qualify for financial bid:-
  - i) Registration number/ service tax Number of the agency/firm.
  - ii) License Number under Contract labour Act or an affidavit
  - iii) Provident Fund Account Number allotted by the Provident Fund Commissioner or an affidavit.
  - iv) PAN Number and copy of Income tax return of last financial year.
4. The agency will be liable to provide the services as described in the tender notice. The Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Himachal Pradesh reserves himself the right to obtain services for contracted posts required any where 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.
5. The agency shall have to provide services on the places given as under against the posts shown and as per the detailed duties as under:-

### **Description of Services:-**

- i) Six Chowkidar-cum-Cooks at Deoli (Ghagus), Patlikuhl (Kullu), Barot (Mandi), Fish Seed Farm (Kangra), Pong Dam (Kangra) and Chamba, Himachal Pradesh.
- ii) One Ice Factory Mechanic, Ice Plant Patlikuhl, District Kullu, (H.P.).
- iii) One Peon-Cum-Sweeper, at O/o Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Bilaspur, (H.P.).
- iv) One Chowkidar-cum-Sweeper, at Awareness Centre Bilaspur, Distt. Bilaspur (H.P.).

## **Scope of service:-**

### **DUTIES AND RESPONSIBILITIES OF CHOWKIDAR-CUM-COOKS:-**

- a) The person has to perform duty in the night from 5-00 PM to 10:00 AM next day daily.
- b) Watch and ward of the premises during night.
- c) Cooking for the guests as and when required to do so.
- d) Cleaning of utensils and kitchen.
- e) 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.

### **DUTIES AND RESPONSIBILITIES OF ICE FACTORY MECHANIC:-**

- a) To perform the duty of mechanic in the Ice factory, Trout Farm at Patlikuhl.
- b) To repair the machinery and equipments fitted in the factory.
- c) To keep the ice factory in running condition.
- d) Servicing of the ice factory machinery/ equipments as per requirement.

### **DUTIES AND RESPONSIBILITIES OF PEON-CUM-SWEEPER:-**

- a) To perform duty of peon in the office of CEO, HPAFMS, Bilaspur from 10-00 AM to 5:00 PM daily.
- b) To carry the dak within the same station or elsewhere as directed to do so.
- c) To perform the duty of sweeper before 09:30 Am daily.
- d) Cleaning and sweeping of CEO, HPAFMS office using vim and dry/ wet mopping with phenyl etc.
- e) Cleaning /Sweeping of all toilets in the office.
- f) Dusting of all windows, doors, grills, walls etc.
- g) Any other duty assigned by the officer Incharge related to office work.

### **DUTIES AND RESPONSIBILITIES OF CHOWKIDAR-CUM-SWEEPER-**

- a) The person has to perform duty in the night from 5-00 PM to 10:00 AM next day daily.
- b) Watch and ward of the premises during night.
- c) To perform the duty of sweeper before 09:30 Am daily.
- d) Cleaning and sweeping of Awareness Centre office using vim and dry / wet mopping with phenyl etc.
- b) Cleaning /Sweeping of all toilets in the Awareness Centre.
- c) Dusting of all windows, doors, grills, walls etc.
- d) 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.

6. 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. Society 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 Society and for that purpose the Agency will be solely responsible.

#### **7. 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.

#### **8. PAYMENT PROCEDURE:-**

- a) The Agency shall submit the pre-receipted bill in triplicate in the name of concerned Assistant Director of Fisheries concerned on last day of every month.
- b) Bills submitted shall be processed and amount will be released within 10 days.
- c) No advance payment of any kind will be made to the agency.
- d) Payment for services rendered shall be released to the Agency/contractor by the Society 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 Society shall not own any responsibility in this regard.

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

**10. FACILITIES & INPUTS TO BE PROVIDED BY SOCIETY:**

- a) Society 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 Peon-cum-Sweeper and Chowkidar-cum-sweeper.
- b) Society will provide sitting place to the chowkidar during night along with chair etc.

**11. TERMINATION AND PENALTY:**

- a) The agreement is terminable by either side on giving one month's notice.
- b) The agency shall be responsible for faithfully 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 Society shall be at liberty to deduct upto 25% of the monthly billed amount apart from taking such other action as contained in Para above.

**12. GENERAL:**

- a) Even this agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, it is deemed to continue w.e.f. \_\_\_\_\_ 2010 since the award of work has been made vide this office letter No. \_\_\_\_\_ dated \_\_\_\_\_ .
- b) 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 Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Bilaspur (H.P.) shall be final and biding on the agency.
- c) All disputes shall be settled within the jurisdiction of the High Court of Himachal Pradesh.

- d) The Society 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.

All notices required or permitted herewith shall be deemed to have been communicated on the date personally delivered, sent by fax transmission or upon delivery if mailed by certified mail to other party at their address set forth below

If to the vendor to: M/s

If to H. P. Aquaculture, Fishing and Marketing Society to:

**In witness whereof the duly authorized representatives of parties have signed on the day and year first herein before written:-**

For and on behalf of :  
M/s

For and on behalf of :  
H. P. Aquaculture, Fishing and Marketing Society

Signature with seal

Signature with seal

In the presence of :-

Witness 1:

Witness 1:

Witness 2:

Witness 2:

Dated \_\_\_\_\_

**TENDER FORM**  
**(Instructions to Tenderers)**

1. The tenderers will furnish “**Pre-qualification Bid**” and “**Financial Bid**” separately in two separate super wax sealed covers duly addressed to the Director –cum- Warden of Fisheries, HP, Bilaspur-174001. The “**Pre-qualification Bid**” should be supported by all the documents given in the check list and as per “**Eligibility Criteria**” given in the Tender Document. Only rates should be quoted in the “**Price Bid**” as per enclosed “**price schedule**”.
2. The tenders not conforming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
3. Price Bid of only those tenderers shall be opened who found qualified at the Pre-qualification stage. The Price Bid shall be opened immediately after decision on Pre-qualification Bid.
4. The tenderer should submit tender documents intact, without detaching any page or pages, duly filled and signed on each page of tender form.
5. 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.
6. The tenderers are required to produce an undertaking on stamp paper of Rs.15/- as per format given in annexure-4.
7. The rates quoted by the tenderer should be firm & valid up to Rate Running Contract period.
8. The **Chief Executive Officer**, HPAFMS reserves the right to accept or reject any or all the tenders without assigning any reasons.
9. The rates should be quoted in the enclosed “**Price schedule**” in figures and words 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.
10. The tender document is not exchangeable to any other party.
11. The “**DECLARATION**” enclosed herewith should be signed and stamped by the tenderer and should be enclosed with the tender offer.
12. Conditional tender such as increase in wage rates, taxes or duties etc. will be charged extra will stand disqualified and will not be accepted.
13. Tender offer submitted by post or courier will not be accepted.
14. **Bid security** of Rs 5000-00 in the shape of Accounts Payees Bank Draft or Fixed Deposit receipt duly pledged in favour of Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, Bilaspur (H.P.), Bilaspur -174001 should be furnished

with tender. 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 documents and the bid security of successful bidders shall remain in the custody of the department till the completion of contract of outsourcing of services.

15. The successful tenderer on award of the contract irrespective of his registration status shall have to deposit **Performance security** for an amount of ten percent of the value of contract in the form of an Account Payee Demand Draft or Fixed Deposit Receipt duly pledged in favour of Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society, (H.P.), Bilaspur-174001.
16. Performance security shall remain in the custody of Society for a period of sixty days from the date of completion of contract to the best of satisfaction of Department.
17. Tender will be valid up to 30-11-2012 and may be extended by Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society (H.P), Bilaspur-174001.
18. 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.
19. 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.
20. The representative of the tenderer should produce a letter of authority for attending tender opening.
21. The tenders received after due date and time will not be accepted.
22. Income tax will be deducted from the agency as per provisions under section 194C of Income tax Act.
23. The Tenderer/ agency will be liable to provide the services as described in the tender notice. Chief Executive Officer, H. P. Aquaculture, Fishing and Marketing Society reserves himself the right to obtain services for contracted posts required any where 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.

Read and accepted

Signature of the Tenderers.

**“DECLARATION”**

“I / we hereby declare that I / we have carefully gone through the terms and conditions of Contract & Tender Document 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**

\_\_\_\_\_ for FDR No./ Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ Rs. \_\_\_\_\_ Bank  
\_\_\_\_\_ Branch.

Signature of the bidder  
Or the Authorized signatory & Seal.

“Annexure-2”

**H.P. AQUACULTURE, FISHING & MARKETING SOCIETY,**  
**(Government of Himachal Pradesh undertaking)**  
(Regd. Office: Directorate of Fisheries, HP Matsaya Bhawan, Bilaspur)

**PRICE SCHEDULE**

(WHILE FILLING UP THIS SCHEDULE THE TENDERERS ARE REQUESTED TO GO THROUGH THE COLUMNS OF THE TENDER FORM, CONDITIONS DETAILED THEREIN AND THE TERMS AND CONDITIONS OF THE NIT.)

From:

\_\_\_\_\_

TO:

**The Chief Executive Officer,**  
**H. P. Aquaculture, Fishing and Marketing Society,**  
**Himachal Pradesh, Bilaspur-174001.**

Subject:- **Rates quoted for “Outsourcing of Services”**

Sir,

Reference :- Tender Notice No.

Dated \_\_\_\_\_

I/ we quote rates with reference to above mentioned NIT No. as under:-

Item No.	Description of service	Rate quoted	Unit
1	<b><u>Chowkidar-cum-Cooks</u></b> Angler's Lodge at PongDam, Distt. Kangra (H.P.) = 1 No. Angler's Lodge at Barot, Distt. Mandi (H.P.) = 1 No. Angler's Lodge at Chamba, Distt. Chamba (H.P.) = 1 No. Rest House at Ghagus (Deoli), Distt. Bilaspur (H.P.) = 1 No. Training Centre at Patlikuhl, Distt. Kullu (H.P.) = 1 No. Rest House at Fish Seed Farm, Distt. Kangra (H.P.) = 1 No.		
2	<b><u>Mechanic</u></b> Ice Factory at Trout Farm Patlikuhl, Distt. Kullu (H.P.) =1 No.		
3.	<b><u>Peon-cum-Sweeper:</u></b> Office of CEO, HPAFMS, Distt. Bilaspur (H.P.) = 1 No.		
4.	<b><u>Chowkidar-cum-Sweeper:</u></b> At Awareness Centre Bilaspur, Distt. Bilaspur (H.P.) = 1 No.		

Name, Address and Signature  
of the Tenderer/Agency

“Annexure-3”

**H.P. AQUACULTURE, FISHING & MARKETING SOCIETY,**  
**(Government of Himachal Pradesh undertaking)**  
(Regd. Office: Directorate of Fisheries, HP Matsaya Bhawan, Bilaspur)

**CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH PRE-QUALIFICATION BID**

1.	Registration No./ Service tax Number of the firm/ agency with Name, designation, Address and details regarding whether the bidder is sole proprietor/ Partnership Firm.	Yes	No
2.	PAN Number and copy of income tax return for the last year.	Yes	No
3.	Provident Fund Account Number issued by Provident Fund Commissioner.	Yes	No
4.	ESI registration No. issued by competent authority (if applicable)	Yes	No
5.	Contract License issued by the labour Commissioner under Contract Labor (R&A) Act.	Yes	No
6.	Bid security attached or not	Yes	No
7.	An affidavit on stamp paper as per annexure-4 attached	Yes	No
8.	Declaration as per “Annexure-1”	Yes	No

Name, Address and Signature  
of the Tenderer/Agency

**“(Annexure-4)”**

**FORMAT FOR PROVIDING UNDERTAKING  
(TO BE SUBMITTED ON A STAMP PAPER OF Rs.15/-)**

1. 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.
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 my self to Society for providing manpower to the Society 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 Society / 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. Society's decision shall be final in this regard.
7. In case of any lapse on my part or on my staff, the Society 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.
8. The decision of the Chief Executive Officer shall be final and biding upon me.

Date:

Signature of the tenderer  
Seal of the agency