

POLICE DEPARTMENT  
NO. 02-77/21-

DISTRICT KINNAUR (HP)  
Dated:

**INVITATION OF TENDER FOR OUTSOURCING OF WATER CARRIER IN PSs/PPs/CPs IN DISTRICT KINNAUR.**

The Office of the Superintendent of Police, District Kinnaur at R/Peo intends to avail the services of an agency for the 07 posts of Water Carrier in various PSs/PPs/CPs of this district for the period of one year from the date of agreement / contract.

Following documents, giving full details, are as under:-

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

Interested parties may 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 are placed in another sealed cover subscribing "Tender/Rate for services of Water Carrier" which will be in the name of "Superintendent of Police, District Kinnaur at R/Peo". 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, who are short-listed on the basis of their Technical Bids (Annexure II). For any clarification in the matter, prior appointment may be made with undersigned.

Tender form showing detail of outsourcing services with material and cost etc. can be had from the Office of the Superintendent of Police, District Kinnaur at R/Peo on any working day on or before 23.05.2023 between 10:00 AM to 05:00 PM or may be downloaded from District Kinnaur Police Official Website [www.kinnaurpolice.in](http://www.kinnaurpolice.in). The cost of Tender bid form is Rs. 300/-.

The Tenders will be received on 24.05.2023 upto 01:00 PM in the Office of the Superintendent of Police, District Kinnaur at R/Peo and shall be opened on the same day at 03:00 PM in the presence of all tenderers or their authorized representatives who wish to be present.

The Superintendent of Police, District Kinnaur at R/Peo reserves the right to postpone or extend the date of receipt/opening of Tender/Bids or to withdraw the same, without assigning any reason thereof.

Superintendent of Police,  
District Kinnaur at R/Peo.  
dated :- 01-05-2023

Endst No. 02-77/21- 12423-449

Copy to the following for information and necessary action to:-

1. The Director General of Police, HP, Shimla-02. (Through E-Mail).
2. The Inspector General of Police, Southern Range, HP, Shimla-02. (Through E-Mail).
3. The Deputy Commissioner, district Kinnaur at R/Peo.
4. All Superintendent of Police in Himachal Pradesh for wide publicity through subordinate offices.
5. Office Head Clerk, Accountant, OSI and all SHOs in district Kinnaur. (For wide publicity).
6. I/C DCRB with the direction to upload above tender notice on the official website of District Kinnaur Police.
7. Office Notice Board.

Superintendent of Police,  
District Kinnaur at R/Peo.





**I) Scope of Work:-**

1. To assist Cooks in Police Mess in the PSs/PPs/CPs/Line.
2. Maintenance of Cleanliness and hygienic condition in Police Mess of PSs/PPs/CPs.
3. Availability of safe drinking water to the Police Personnel.
4. Any other Police Mess related misc. job assigned by the Incharge of PSs/PPs/CPs.

**(II) Terms of Payment:**

The Superintendent of Police, District Kinnaur at R/Peo 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.

**(III) Payment Procedure:**

- a) The Agency will submit the pre-requested bill in triplicate in the name of the (Name of office) 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.

**(IV) Penalty Clauses:**

- I. A register of complaint will be maintained by the concerned Incharge of PSs/PPs/CPs and all shortcomings will be recorded in it and if no action is taken within 1 hour, Rs.50/- will be deducted from the bills.
- II. Whenever and wherever it is found that the job assigned to service provider is not done, it will be brought to the notice of the Incharge PSs/PPs/CPs 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.
- IV. Any deviation in the material quoted will invite penalty. Decision of the Superintendent of Police, District Kinnaur at R/Peo will be final in this regard.

**(V) GENERAL TERMS & CONDITIONS:**

1. The tenderer have to furnish earnest money of Rs.10,000/- (Rupees ten thousand) only in the shape of Demand Draft payable at R/Peo Branch from any nationalized Bank or HP State Cooperative Bank in favour of the Superintendent of Police, Kinnaur District at R/Peo together with Technical Bid. **The bids without earnest money shall not be entertained and shall be liable to be rejected straight way.**
2. The sealed bids shall be opened by a committee of three members constituted for the purpose by the Superintendent of Police, District Kinnaur at R/Peo. 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 Superintendent of Police, District Kinnaur at R/Peo against payment of Rs. 300/- 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



elsewhere, 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 the services of Water Carrier in the Superintendent of Police, District Kinnaur at R/Peo as per terms and conditions of tender document and shall submit report along with its recommendation to the Superintendent of Police, District Kinnaur at R/Peo.



- On receipt of recommendation of Committee, the Superintendent of Police, District Kinnaur at R/Peo 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 Superintendent of Police, District Kinnaur at R/Peo, 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 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 Superintendent of Police, Kinnaur District at R/Peo. 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. 5,000/- (Rupees Five thousand) only in shape of an FDR duly pledged in the name of the Superintendent of Police, District Kinnaur at R/Peo 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 Superintendent of Police, District Kinnaur at R/Peo reserves the right to reject any or all the tenders without assigning any reason therefore. 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 Superintendent of Police, District Kinnaur at R/Peo 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 Superintendent of Police, District Kinnaur at R/Peo.
  13. The contract shall be initially for a period of one year but it can be extended for another year subject to satisfactory performance of the contractor which will be adjudged by the



Superintendent of Police, Kinnaur District at R/Peo on the basis of service provided by the contractor concerned.

14. The Superintendent of Police, District Kinnaur at R/Peo shall not be in any manner concerned with the internal affairs of the contractor that may be regarding dispute with the workers engaged by him or dissolution etc.

15. Failure to comply with the contract obligations as per tender document will make the contractor liable for black listing for future contract in Himachal Pradesh for three years and the entire amount of Security deposit will be forfeited to the Police Department Himachal Pradesh.

16. Any dispute between Department and contractor or his employees so engaged for the purpose will be subject to jurisdiction at Police Stations/ Police Posts/ police Check Post 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.

17. In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the tenders will be received up to 01.00 PM and opened at 03.00 PM on the next working day.

18. Any loss to the property of the Superintendent of Police, District Kinnaur at R/Peo 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.

19. 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.

20. It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for Water Carriers in PSS/PPs/CPs, 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 Superintendent of Police, District Kinnaur at R/Peo. 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"

21. 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.

22. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for Water Carriers in the PSS/PPs/CPs. 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 Superintendent of Police, District Kinnaur at R/Peo.

23. In the event of any injury or mishap or illness of any worker while performing the duty, the Superintendent of Police, District Kinnaur at R/Peo 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.





24. 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 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;  
From either side by giving one month prior notice even before the expiry of said contract agreement;
- (iv) On assigning the contract or any part thereof to any other person for subletting 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.
- (vi) 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.
- (vii) The total services given by the agency in a month, if found unsatisfactory, the Police Deptt. shall be at liberty to deduct upto 25% of the monthly billed amount apart from taking such other action as contained in para above.



25. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and the Superintendent of Police, Kinnaur District at R/Peo.

26. 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 Water Carrier job assigned and not to the individual concerned. Further, it is hereby clarified that the staff deployed by the agency will have no right to claim for any job in Police Department and for that purpose the Agency will be solely responsible.

#### (VI) Responsibility of the Agency.

- a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- b) The agency shall be responsible for the discipline of the staff working under it.
- c) The agency staff members are found misbehaving with any of Police Officers/Staff member, the services of the agency staff member concerned shall be dispensed with on the spot. It will be the responsibility of agency to provide replacement immediately.
- d) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Deptt.
- 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 Deptt.
- 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 Deptt.'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 have good conduct, physically and medically fit.

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 Deptt.

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 Deptt. 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.

(VII) Responsibility of Police Department:

The Agency will be provided with:


- a) Sitting place and storage space;
- b) Telephone/Intercom for any complaints, if necessary.

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**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:

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- (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 sweeping/cleaning service.
  - (i) 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.
  - (l) Copies of Bonafide Himachali certificates in respect of employees to be engaged for sweeping/cleaning work of office and premises of department of Police.

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

**Important Note:-**

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

**DECLARATION**

I hereby state that the information furnished 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)

**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 offer shall be afforded to 2<sup>nd</sup> lowest bidder standing on the panel.

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

Sr.No.	Particulars	Amount per month (Rs.)
1.	Salary of worker	
2.	Profit element	
3.	Total	
4.	Service Tax	
5.	Grand Total (Rupees ) only	
6.	Leave Allowed	

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

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

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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)