

POLICE DEPARTMENT

NO. 02-77/21-

LIMITED TENDER RE-INVITED FOR OUTSOURCING THE WATER CARRIERS IN VARIOUS PSs/PPs/CPs IN DISTRICT KINNAUR.

DISTRICT KINNAUR (HP)

Dated:

The Office of the Superintendent of Police, District Kinnaur at R/Peo intends to avail the services of an agency for outsourcing the services of 07 posts of Water Carrier in various PSs/PPs/CPs of this district for the period of one year i.e. 01.08.2023 to 31.07.2024.

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 Annexures should be submitted in separate sealed envelopes subscribed as "Annexure II" & "Annexure III". These both envelopes are to be placed in another sealed cover subscribed as "Tender/Rate for outsourcing of services of Water Carriers" and the envelopes should be addressed to the "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 details of outsourcing services can be obtained from the Office of the Superintendent of Police, District Kinnaur at R/Peo on any working day on or before 26.07.2023 between 10:00 AM to 05:00 PM or may be downloaded from District Kinnaur Police Official Website www.kinnaurpolice.in. The cost of Tender bid form is Rs. 500/- (Rupees Five Hundred Only).

The Tenders can be deposited on or before 27.07.2023 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.

Endst No. 02-77/21-

18865-891

Superintendent of Police,
District Kinnaur at R/Peo.

dated :- 5-7-2023

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.

**TENDER DOCUMENT
TERM AND CONDITIONS**

1. SCOPE OF WORK:-

- i) To assist Cooks in Police Mess in the PSs/PPs/CPs/Line.
- ii) Maintenance of Cleanliness and hygienic condition in Police Mess of PSs/PPs/CPs.
- iii) Availability of safe drinking water to the Police Personnel.
- iv) Any other Police Mess related misc. job assigned by the Incharge of PSs/PPs/CPs.
- v) The Service provider shall ensure deployment of water carrier for **03 hours in the morning and 03 hours in the evening (total 06 hours in a day)** and shall also ensure completion of works during these hours.

2. DOCUMENTS TO BE ATTACHED WITH THE TENDER:

- i) Registration certificate under GST.
- ii) Registration under the Contract Labour (Regulation & Control) Act, 1970.
- iii) 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.
- iv) Copy of PAN.
- v) Copy of the IT returns of the last three consecutive years.
- vi) Copy of the Balance Sheet and Profit and Loss Account for the last three consecutive years duly certified by the Chartered Accountant.
- vii) Copy of EPF registration of the firm.
- viii) Copy of ESIC registration.
- ix) Experience certificate for providing outsourcing services.
- x) Each page of the tender document must be signed by the tenderer along with the seal of the firm, as the case may be.

3. GENERAL TERMS & CONDITIONS:

- i) The services of water carriers will be tendered out for a period of one year i.e. 01.08.2023 to 31.07.2024.
- ii) The successful bidder shall execute a contract/agreement with the SP Kinnaur within 10 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.
- iii) The preference for work engagement will be given only to the bonafide Himachalis. The successful bidder/contractor after the approval of the contract shall engage employees for work which should be bonafide Himachalis.
- iv) The bid security of the unsuccessful bidders shall be returned after the finalization of the tender. No interest shall be paid on EMD.
- v) The tenderer have to furnish earnest money of Rs.25,000/- (Rupees twenty five thousand) only in the shape of Demand Draft payable at R/Peo Branch from any Nationalized Bank or HP State Co-operative Bank in favour of the Superintendent of Police, District Kinnaur at R/Peo together with the technical bid. The bids without earnest money shall not be entertained and shall be liable to be rejected straight way.
- vi) The successful bidder shall have to deposit performance security on the award of the contract, the amount of the performance security shall be ₹ 25,000/- (Rupees twenty five thousand only) only in shape of an FDR duly pledged in the name of **SP Kinnaur** as Security amount within 07 days after the completion of tender process. The FDR should be valid for at least 02 months from the tentative date of completion of the contract i.e till 30.09.2024. The FDR will be refunded to the Contractor / successful bidder only after 02 months from the successful completion of contract period.

- vii) The Decision of the S.P. Kinnaur 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 S.P. Kinnaur.
- viii) The S.P. Kinnaur 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.
- ix) 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.
- x) In case of any dispute between the department and the contractor/firm or the employees so engaged for this purpose, the decision of the S.P. Kinnaur shall be final and binding. However, dispute if any shall be within the jurisdiction of courts located at District Kinnaur only.
- xi) The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and S.P. Kinnaur.
- xii) This is job assignment. Staff deployed for the job will be bonafide employees of the agency and he shall be solely responsible for the work and conduct of all such employees in all respects. Police Department shall make payment to the Agency for the services of Water Carrier 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.
- xiii) For any dispute arising out of work agreement, decision of the Superintendent of Police, District Kinnaur shall be final and binding upon the service provider.

4. INFORMATION AND CONDITIONS RELATING TO SUBMISSION OF BIDS:

- a) The tenders shall be submitted in a sealed cover, duly superscribed "TENDER FOR PROVIDING SERVICES OF WATER CARRIER"
- b) The tenders in a sealed cover shall comprise two separate envelopes. Each envelope shall contain two separate sub-envelope titled as TECHNICAL BID and FINANCIAL BID;
The envelopes shall be marked as "TECHNICAL BID" AND "FINANCIAL BID" in bold and legible letters to avoid any confusion;
- c) Initially, only the envelope marked: TECHNICAL BID" shall be opened. No decision regarding disqualification or rejection of any bid shall be conveyed in bid opening session.
- d) The envelope marked as "FINANCIAL BID" shall be retained in the custody without being opened;
- e) During the technical evaluation no amendments in the technical proposal shall be permitted;
- f) After the evaluation and approval of the technical proposal, the "FINANCIAL BID" within the bid validity period, shall be opened of the technically qualified/accepted bids only. The financial bids found technically non-responsive shall not be opened.
- g) The financial bid found to be the lowest evaluated shall be accepted.
- h) 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 of his tender from consideration.
- i) The S.P. Kinnaur reserves the right to reject any or all the tenders without assigning any reason thereof. No enquiry verbal or written shall be entertained in respect of acceptance/rejection of the tender.
- j) Only valid and viable tender will be considered.
- kc) 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.
- l) 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.

- m) The sealed bids shall be opened by a Committee constituted for the purpose. The Committee shall examine/scrutinize, the bids so received for Water Carrier as per terms and conditions of tender document.
- n) In case a Gazetted holiday is declared on the scheduled date of opening of the tenders, the same shall be opened on next working day.

5. **VALIDITY OF THE CONTRACT:**

- a) The contract shall be initially for a period of one year i.e. 31.07.2024 or till the finalization of next tender.
- b) The contract with mutual consent of both the parties may be extended up to two years one year at a time, depending on the satisfactory performance and on the basis of service provided by the contractor concerned.
- c) While extending the period of the contract reasons should be recorded in writing.

6. **CIRCUMSTANCES FOR THE TERMINATION OF THE CONTRACT:**

The contract may be terminated in any of the following contingencies:-

- a) On the expiry of the contract period if not otherwise extended further;
- b) Giving notice of one month, in case the performance of the workers is not found satisfactory;
- c) In the event of breach of any of the terms and conditions of tender document and contract;
- d) From either side by giving one month prior notice even before the expiry of said contract agreement;
- e) 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).
- f) In the event of the contractor being declared insolvent by the Court of Law.
- g) 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.

7. **PAYMENT TO THE CONTRACTOR:**

- a) The bill of services shall be accompanied with the proof of the payment of the previous month wages, other statutory deductions etc. to the outsourced staff.
- b) The bill should be duly verified by the concerned SHOs/Incharges where outsource staff engaged.
- c) No advance payment of any kind shall be made to the contractor.
- d) In case of failure to provide services of water carrier, equated amount per day of the monthly payment shall be deducted.
- e) **Continuous failure for 03 days** shall leads to termination of work, agreement and amount due in favour of service provider shall be forfeited.
- f) The Superintendent of Police, District Kinnaur reserves the right to cancel the contract/work agreement or to withhold the payment in the event of unsatisfactory performance.
- g) The service provider may withdraw from work agreement by giving one month prior written notice.
- h) This contract is only for one year on outsource basis for providing of services of water carrier and will not be regularized in future.
- i) Service provider will provide eligible **statutory benefits such as ESI contribution, EPF contribution** to the worker employees employed by them, by due date.
- j) The staff hired by the service provider will be entitled to the benefits under labour laws Act, etc.
- k) The staff of service provider will be entitled to such holidays as per rules/acts.
- l) In case there is a need for the staff of service providers to travel outside the place of posting the such person shall be eligible to TA/DA at the rates admissible/approved by the Government.
- m) The service provider shall ensure that the outsourced staff be paid monthly wages up to 7th of the next month or date as determined.
- n) The wages be paid by the service provider through cheque or by any electronic payment method directly into the bank account of the concerned staff

- o) The contractor shall be required to ensure invariably **minimum hourly wages**, EPF and all other statutory obligations under Contract Act & Labour Laws as applicable from time to time.

8. **Responsibility of the Agency.**

- a) Any loss to the property of the above units by the workers of the 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 amount.
- b) It shall be the responsibility of the contractor to fulfill all his obligations towards the Department and the persons deployed by him for WATER CARRIER SERVICES, under law namely the Minimum Wages Act. ESI Act. Bonus Act, Maternity Benefits Act, Shop and Establishment Act etc. and provide quality service. For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10/- duly signed by the Magistrate 1st Class/ authorized Notary.
- c) The service provider shall provide neat & clean cloths and the person so deployed shall wear/use apron in mess while assisting the cook. Special attention will be paid toward personal hygiene.
- d) 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.
- e) The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed for WATER CARRIER SERVICES of this district. 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.
- f) In the event of any injury or mishap or illness of any worker while performing the duty, the S.P. Kinnaur 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.
- g) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- h) The agency shall be responsible for the discipline of the staff working under it.
- i) 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.
- j) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Department.
- k) For successful implementation of the terms and conditions of this agreement, the staff employed by the agency shall be subject to inspection by the authorized officers of Police Department.
- l) The agency shall ensure daily attendance of the staff marked and also ensure that required numbers of persons engaged are physically present. All the complaints and jobs taken care of shall be recorded.
- m) The agency shall also ensure the safety of Police property. In case of damage to any equipment/property of Police, due to the delinquency of the agency staff, the same would be replaced at the cost of Agency, Police Department's decision will be final in this regard.
- n) 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.
- o) The agency shall ensure that the staff employed shall have good conduct, physically and medically fit.
- p) The agency shall ensure that each of its members is well mannered in respect of his behavior while presenting themselves before officers or staff of Police Department.



q) Police Department stands indemnified from any claim arising out of injury/death of any manpower posted by the agency in accordance with the fulfillment of this assignment such claims shall be the sole responsibility of the agency. Police Department shall not be responsible for any claim of whatsoever nature.

r) The staff hired by the service provider will be entitled to the leave benefits as per the terms and conditions of the outsourced policy circulated by the Government.

9. THE PERSON DEPLOYED FOR WATER CARRIER SERVICES SHOULD BE:

- a) Skilled in his/her job.
- b) Between the age group above 18 years.
- c) Medically fit and should not suffering from any contagious diseases a certificate to this effect from the concerned medical authority shall be submitted by the service provider before deployment.
- d) Bearing good moral character a certificate to this effect be submitted before deployment.
- e) Should ensure the safety of Police property.
- f) Well mannered in respect of his/her behavior.

(Vivek) IPS,
Superintendent of Police
District Kinnaur at R/Peo.

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

PRICE SHCHEDULE FOR PROVIDING WATER CARRIER SERVICES

S.N	PARTICULARS	AMOUNT PER MONTH (RS.)
1.	NAME OF FIRM	
2.	ADDRESS AND CONTACT DETAILS	
3.	WAGES	
4.	AMOUNT PER WORKER PER HOUR (Rs.47/- per hour)	Rs.47/-
5.	AMOUNT PER WORKER PER DAY (for 06 hours)	Rs. 282/-
6.	EPF 13% (per day)	Rs.36.66/-
7.	ESI 3.25% (per day)	Rs. 9.16/-
8.	Total per worker per day	Rs. 327.82/-
9.	Total per worker per month	Rs.9835/-
10.	SERVICE CHARGES (AMOUNT TO BE QUOTED BY THE BIDDER) (IN WORDS ALSO)	

Note:-

1. The rates for service charges should be quoted exclusive of GST. The GST shall be paid as per the applicable rates, as notified by the govt. from time to time.
2. The rates must be mentioned in figures as well as in words. Overwriting and cutting should be avoided.

Signature of Tenderer with seal

DECLARATION

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

(Signature with date & seal)

"TECHNICAL BID"

S.N	PARTICULARS
	NAME OF THE FIRM
	ADDRESS OF THE FIRM
	CONTRACT DETAILS AND E-MAIL
	DETIL TENDER DOCUMENT FEE
	DETIAL OF BID SECURITY
1.	GST registration of the Service Provider: (Copy be enclosed)
2.	Registration Number under the Contract Labour (Regulation & Control) Act, 1970. (Copy be enclosed)
3.	EPF registration certificates. (Copy be enclosed)
4.	ESIC registration certificates. (Copy be enclosed)
5.	PAN number. (Copy be enclosed)
6.	An affidavit to the effect that no case is pending with the police/other agency against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider has not been blacklisted. (Copy affidavit be enclosed)
7.	Working experience of outsourced services: (Experience certificate be enclosed)
8.	IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. (Copy be enclosed)
9.	Copy of the Balance Sheet and Profit and Loss Account for the last three consecutive years certified by the Chartered Accountant. (Copy be enclosed)
10.	Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.

Note: Required photocopies should be duly self-attested and also be in descending order as per technical bid.

Signature of the Tenderer
With name and seal

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)