OFFICE OF THE SUPERINTENDENT OF POLICE SOLAN, DISTRICT SOLAN (H.P.)

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No. OASI/23-

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Dated

TENDER/BIDS INVITING NOTICE

In continuation of this office letter no. OASI/23-16565-98 dated 23-06-2023, vide which tender documents duly completed by the bidders in all respect were sought by this office by 10th July, 2023 upto 11 AM., but 04 Bids / quotations have received in this office on scheduled date, in which only two (02) bids/ quotations out of four were found eligible in technical bids as per the term & condition of tender, which are less than required standard of the bids. Therefore, the committee of this office has decided for re-inviting tender bids for one more week upto 20.07.23 in sealed covers for outsourcing of Sweepers and one Barber for following units of this district from Service Provider/Agencies who are having 02 years' experience& Registered vendor/ contractor and interested to provide the outsourcing of services to this District for a period of one year from the date of agreement / contract.(w.e.f. 01-08-2023 to 31-07-2024)

Sr. No.	Name of PS/PPs and other	No. of Manpower required	No. of Manpower required for
	units	for Sweeping Service	Barber Service
1.	Police Lines Solan	02	01
2.	Police Station Solan	01	-
3.	Police Station Parwanoo	01	
4.	Police Station Kandaghat	01	-
5.	Police Station Kasauli	01	-
6.	Police Station Arki	01	-
7.	Police Station Dharampur	01	-
8.	Police Station Kunihar	01	· · · · · ·
9.	Women P.S Solan and Traffic & SIU Office (in old D.C Office Solan)	01	· · · -
10.	Police Post City Solan	01	
11.	Police Post Saproon	01	-
12.	Police Post Chail	01	-
13.	Police Post Sayari	01	-
14.	Police Post Kuthar	01	-
15.	Police Post Garkhal	01	-
16.	Police Post Bhojnagar	01	-
17.	Police Post Subathu	01	
18.	Traffic Barrier Parwanoo	01	
19.	PP Sarli	01	-
20.	PP Dagshai	01	-

Such vendors who fulfill the aforesaid criteria can obtain detailed tender enquiry documents from this office and the same also be downloaded from the official website:<u>https://www.solanpolice.com/</u>of this office. The Tender documents duly completed by the bidders in all respect must reach in this office latest by 19th July, 2023 upto11 AM. Any bid which is received after due date& time shall not be considered. The tender shall be opened on 19-07-2023 at 03:00 PM in the presence of all bidders or their authorized representatives who wish to be present before the appropriate committee.

<u>The sealed envelope containing tender /Quotation shall be addressed to "The</u> <u>Superintendent of Police Solan, District Solan, HP-173212" and must be subscribed at the top of envelope</u> <u>as "Tender /Quotation for providing service of Sweeping & Barber" and also name of the bidder be</u> <u>mentioned on the reverse of the envelope</u>.

The S.P. Solan reserves the right to postpone, cancel and /or extend the date of receipt/opening of Tender/Bids or to withdraw the same, without assigning any reason thereof. Following documents, giving full details are as under:-

- 1. Terms & Conditions:
- 2. Technical Bid:
- 3. Financial Bid:
- 4. Declaration Certificate

Interested parties/agencies may inspect/visit the premises of above unit and 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 shall be placed in a bigger sealed cover subscribing "Tender/Rate for Barber and Sweeping Services" Should be in the name of "The Superintendent of Police Solan, District Solan(H.P)". 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 that are short–listed on the basis of their Technical Bid (Annexure-II). For any clarification in the matter and/or for inspection of the office and premises, OASI Branch of this office may be contracted.

Encls:As Above

8582-607 Endst. No.A/A

Copy is forwarded to the following for favour of information and necessary action to:-

- 1. All Head of Police Offices in Himachal Pradesh for wide publicity.
- 2. The District Labour Officer, District Solan.
- The Deputy Superintendent of police SCRB Shimla with the request to upload the aforesaid Tender/Bids Notice and term and condition of the same may be published on PHQ official website: www.hopolice.gov.in for vide publicity.
- 4. All SHO of this district for wide publicity.
- 5. Office Accountant for information & necessary action.
- LO PL Solan and I/C Dairy/Dispatch with the direction to display a copy of Tender Notice on the Notice Board.

Superintendent of Police, Solan, District Solan HP. Dated:-11

Superintendent of Police, Solan, District Solan HP

Annexure 'l' Annexure 'll' Annexure 'll'

(I) Terms & Conditions

(1) Scope of Work

To provide the requisite manpower in accordance with requirements mentioned below. The scope of work for each category will be as per work dealt in various sections where manpower is to be deputed:-

(i) Scope of work for the post of Sweeper :-

- 1. General cleaning of all the areas mentioned under Scope of Work including maintenance of plants as per daily cleaning services.
- 2. The working timings would be 8 hours in a day including ½ hour for lunch.
- 3. Removal of waste papers from waste paper baskets and any other garbage from the entire premises of Lines/ Police Stations & Police post concerned.
- 4. Dusting and cleaning of furniture in all rooms/cabins,cupboards,Almirah, racks, telephones, tables, stabilizer, AC etc. with dry cloth.
- 5. Cleaning of Carpet by vacuum cleaner and cleaning and dusting of computers, keyboards, terminals, printers, audio videos equipment, communication & all other equipment etc.
- 6. Restocking of toiletries in toilet after routine check-up in the morning. Acid/ Harpic cleaning and scrubbing of toilets /WCs urinal stands, washbasins, floor area of the toilet and cleaning, wet mopping etc. as and when necessary.
- 7. Daily cleaning and dusting of plants, notice board etc.
- 8. Removal of any kind of dirt or stains from anywhere in the premises including corners, front of ventilations, ceiling walls, windows etc. as and when necessary.

(ii) Scope of work for the post of Barber:-

- 1. General Providing of services of barber i.e. Hair cutting, Shaving, Beard trimming & haircolouring etc. of the Police Personnel of this district at PoliceLines Solan will be the scope of work of the outsourcing of Barber
- 2. The workingtimings would be 8 hours in a day including ½ hourfor lunch.
- 3. The person engaged by Service Provider/Agencies for the service of Barber should be professional in the field of Barber.
- 4. He should treat all employees equally and provide equality service to them.
- 5. He should not be allowed to cut Hair the person out sider.
- 6. He should his equipment sharp and hygienic before its uses.

Materials:

It shall be the responsibility of the Borrowing Department to arrange for all the consumables such as dusters, mops, brushes, broom, pans, detergents, washing power, sponges, buckets, garbage sacks, floor polish, phenyl, acid, toilet disinfectants, liquid soaps, soap, odonil, colin/brisk/silicone spray, room fresheners, vacuum cleaner and necessary equipment of barber etc. and other related materials required of good quality and reputed makes.

The persons so deployed shall be under the overall control and supervision of the contractor. The contractor shall be responsible to pay the minimum wages as determined/ fixed by HP Govt. from time to time along with all other dues which the contractor is liable to pay under the Labour Act, Rules and other statutory provisions.

(2) Terms of Payment

The Superintendent of Police Solan, district Solanshall 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.

Payment Procedure

- a) The Service provider will submit the pre-receipted bill in triplicate in the name of the (the Superintendent of Police Solan) 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.

Penalty Clauses

- I. A register of complaint will be maintained by concerned SHO and all shortcomings will be recorded in it and if no action is taken within 1 hour, Rs.50/- will be deducted in each case from the bills.
- II. Wheneverit is found that the services are not upto the mark, it will be brought to the notice of the supervisory staff 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 Solan, will be final in this regard.

Place and period of service contract

The Service Contract is exclusively for 01 Barber for Police lines and Sweeping Service to 21 Police Stations and Police Posts of this district. The Service Contract Period shall be initially for One Year (12 Months) which can be extended further for three years in special circumstances and in exceptional cases.

(II) General Terms & Conditions

- 1. The Tenderer have to furnish Earnest money deposit (EMD)/ Bid Security Rs. 5000/-(Rupees Five Thousand)in the shape of Account Payee Bank Draft or duly pledged Fixed Deposit receipt from any nationalized Bank drawn in favour of the Superintendent of Police Solan, the said document shall be furnished by the Service Provider with the tender 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 Solan. The Committee shall examine / scrutinize, the bids so received for Sweeping work as per terms and conditions of tender document and shall submit report along with its recommendation to the Superintendent of Police Solan, district Solan.
- 3. On receipt of recommendation of Committee, the Superintendent of Police Solan, district Solanshall 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 Solan, district Solan, 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 Earnest Money Deposit (EMD) shall stand forfeited.
- 4. The work engagement will be given only to the bonafide Himachali. The successful bidder / contractor after the approval of the contract shall engage employees for work which should be bonafide Himachali and he shall also submit their bonafideHimachali certificates with the technical bid. The personnel deputed for work shall not be below the age of 18 years.
- 5. The Earnest Money Deposit (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 Earnest Money Deposit (EMD) by the Superintendent of Police Solan, district Solan.
- 6. The successful bidder shall to deposit a sum of Rs. 5, 000/-(Rupees Five Thousand only) in cash or in the shape of FDR duly pledged in the name of Superintendent of Police Solan, district Solan as security amount within 7 days after the completion of tender process. The above deposited amountwill 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 he does not respond within 30 days from the date of award of contract, the offer, shall stand cancelled automatically and contract/ work will be awarded as per the provision of HPFR 2009.
- 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 Solan, district Solanreserves the right to reject/ alter any or all the Tenders/ Tender Schedule without assigning any reason thereof. 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 Solan, district Solanwith 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 Solan, district Solan.
- 13. The contract shall be initially for a period of one year but, it can be extended further for three years in special circumstances and in exceptional cases.
- 14. The Superintendent of Police Solan, district Solanshall 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 Solan only. However, in case of dispute between contractor and his employees, the same shall be referred to the registrar, Co- operative Societies, Shimla H.P. 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 opened in the Office of the Superintendent of Police Solan, district Solan on next working day on scheduled time as stated.
- 18. Any loss to the property of the Police Stations/ Police Posts by the staffso deputed by the contractor, the cost of the loss/repair shall beborne by the contractorfailing which the same will be recovered either from his dues or from security 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 fulfil all his obligations towards the department and the persons deployed by him for above stated services will provide Minimum Wages as determined/fixed by the HP Government time to time and other statutory benefits, i.e. EPF, ESI, Bonus, Maternity Benefits etc. The Contractor/ agency will also ensure to provide quality service to the Superintendent of Police Solan, district Solan.For this purpose he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10.00 dully signed by the Magistrate 1st Class as per specimen format attached as "Annexure-C"
- 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. GST / charges if applicable shall be borne by the Contractor.

- 22. The service provider shall be responsible for deposit of GST and Other Taxes, if any as per relevant statute.
- 23. The contractor shall take all precautions to prevent unlawful acts or disorderly acts on the part of his employees so deployed in the unit. 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 Solan, district Solan.
- 24. In the event of any injury or mishap or illness of any worker while performing the duty, the Superintendent of Police Solan, district Solanshall 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.
- 25. The contract may be terminated in any of the following contingencies:-
 - (i) On the expiry of the contract period if not otherwise extended further in special circumstances and in exceptional cases;
 - (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;
 - (iv) From either side by giving one month prior notice even before the expiry of said contract agreement;
 - (v) On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).
 - (v) In the event of the contractor being declared insolvent by the Court of Law.
 - (vii) During the notice period for termination of the contract in the situation mentioned above the contractor shall keep on discharging his duties as before till the expiry of the notice period.
 - (viii) The total services given by the agency in a month, if found unsatisfactory, the Police Department shall be at liberty to deduct upto 25% of the monthly bill amount apart from taking such other action as contained in para above.
- 26. The terms and conditions mentioned in this tender document shall be binding and operative between the contractor and the Superintendent of Police Solan, district Solan.
- 27. 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 supply of manpower and not to the individual concerned. Further, it is hereby clarified that the staff deployed by the agency shall have no right to claim for any job in Police Department and for that purpose the Agency shall be solely responsible.

28. Responsibility of Service Provider/agency.

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- b) The agency shall ensure that all the jobs and complaints regarding unsatisfactory jobs are attended personally.
- c) The agency shall be responsible for the discipline of the staff working under it.
- d) 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.
- e) Any of the employees found absent shall immediately be replaced by the agency at no additional expenses to the Police Department.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) The agency shall ensure that the staff employed by it shall be well trained in service provided and shall have good conduct, physically and medically fit.
- k) 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.
- I) 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.
- m) 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.
- n) 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.
- o) Service provider will provide eligible statutory benefits such as ESI contribution, EPF contribution to the worker employees employed by them, by due date.
- p) The staff hired by the service provider will be entitled to the maternity leave as per the provisions of the maternity benefits Act, 1961 and the maternity leave benefits cost shall be borne by the borrowing department to the service provider.

- **q)** The staff of service provider will be entitled to such holidays as may be approved by the department taking into account the requirement of the respective department.
- r) It would be ensured that the outsourced staff is paid by the bank by cheque or by any electronic payment method into his account by the service provider. The payment of salary is to be made by 7th of next month.
- s) In case default is found in this regard or there is any complaint from staff of service provider regarding non-payment of wages and benefits, the department shall take necessary action against the service provider.
- 29. In order to relax any conditions, decision of the Superintendent of Police Solan, district Solanwill be final.

Responsibility of Police Department:

The Agency will be provided with:-

- a) Sitting place and storage space;
- b) Telephone/ Intercom for any complains, if necessary.
- c) Material will be provided by the concerned supervisory officer.

Superinterdent of Police Solan, district Solan

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: -

Sr.	Documents to be submitted	Submitted/c		Other details
No.		r not	Page No.	if any
1.	Copy of the Service Tax Registration certificate of the Service Provider	Yes/No		
	issued by the competent authority;			
2.	Copy of PAN of Service Provider	Yes/No		
3.	Copy of the IT returns filed by the renderer.	Yes/No		
4.	Balance Sheet for the last three years duly audited by Charted Accountant	Yes/No		
5.	Copies of EPF and ESIC registration certificates issued by the appropriate authority.	Yes/No		
6.	Copy of the Labour License / Registration under the Contract Labour (Regulation & Control) Act, 1970.	Yes/No		
7.	Certified extracts of the Bank Account containing transactions during previous financial year.	Yes/No		
8.	Experience certificate obtained from Government Department/PSUs or any other organizations of providing services.	Yes/No		
9.	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.	Yes/No		
10.	Copy of Tender Document with each page duly signed and sealed by the authorized signatory of the Service Provider.	Yes/No		
11.	Earnest money deposit (EMD)/ Bid/Security of Rs. 5000/-(Rupees Five	Yes/No		
	Thousand) in the shape of Account Payee Bank Draft or duly pledged	,		
	Fixed Deposit receipt from any nationalized Bank drawn in favour of			
	the Superintendent of Police Solan, district Solan			
12.	Undertaking i.c.w. to accept all terms and conditions.	Yes/No		

The financial bide of only those contractor/firms/ companies/ Corporate Society/ NGOs will be opened which fulfill the documentation criteria enumerated above. Important Note:-

1. Please read "Terms and conditions" carefully 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.

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 further process shall be adopted as per HPFR 2009.

Sr.No.	Particulars	Amount per month (Rs.) (Sweeping Service)	Amount per month (Rs.) (Barber Service)
1.	Minimum daily wage rate per person	375	375
2.	Monthly Rate (30 day) per person	11250	11250
3.	Employer's Share of EPF@12%	1350.00	1350.00
4.	Employer's Share of ESI@3.25%	365.62	365.62
5.	Total of Sr. No. 2+3+4	12965.62	12965.62
6.	Administrative or Service charge per person (excluding GST) based on Sr. No. 5 (Both in percentage & Figure)		
7.	Total amount per person		

Proforma for financial Bid

Important Note:-

- 1. Please read "Terms and conditions" carefully before filling up this form.
- 2. Administrative or Service charge shall include all the expenditure/costs to be incurred on the management of personnel and profit/ commission of the contractor/firm/agency.
- 3. Minimum daily wage rate per person is liable to change with the notification of new wage rate by the Govt. of HP.

DECLARATION

I hereby declare that all the information furnished above is true and correct to the best of my/our knowledge. I am fully conversant with the terms & conditions of the contract. I further understand that in case any deviation is found in the above statement at any stage shall make this bid liable for rejection and the company/firm will be black listed and will not have dealing with the Department in future.

DECLARATION REGARDING ACCEPTANCE OF TERM AND CONDITIONS OF TENDER DOCUMENT

То

The Superintendent of Police, Solan, District Solan HP

Sir,

I have carefully gone through the term and conditions of the tender document inviting the bids to provide the services of Barber for Police Lines and sweeping for 21 Police Stations/PP. I declare that all the terms and conditions mentioned in tender Annexure-I and tender document are acceptable to me.

Yours Faithfully

Signature.....

Name.....

Father Name.....

Name of Firm/ Agency Along with permanent Address

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Date

Place