

OFFICE OF THE SUPERINTENDENT OF POLICE,
SHIMLA DISTRICT SHIMLA H.P.

**INVITATION OF RE-TENDER FOR OUTSOURCING OF
SWEEPING /CLEANING SERVICES IN THE VARIOUS
ESTABLISHMENTS OF SHIMLA DISTRICT POLICE.**

Due to non-receiving the complete bids as per procedure laid down in HPFR-2009 and terms & conditions of the tender, sealed tenders/ quotations are hereby re-invited from the firms who are having good experience and interested to provide the services of **sweeping/cleaning** of the following Police establishments of this District for the period of one year from the date of agreement/contract: -

SN	Name of establishments
1.	Camp Office at Police House
2.	SDPO Office Rohru.
3.	SDPO Office Rampur
4.	SDPO Office Chopal
5.	SDPO Office Theog
6.	Police Station Sadar
7.	Police Station East
8.	Police Station Dhalli
9.	Police Station West
10.	Police Station New Shimla
11.	Police Station Rohru
12.	Police Station Kumarsain
13.	Police Station Jubbal
14.	Police Station Kotkhai
15.	Police Station Chirgoan
16.	Police Station Theog
17.	Police Station Rampur
18.	Police Station Nankhari
19.	Police Station Kupvi
20.	Police Station Chopal
21.	Police Station Nerwa
22.	Police Station Jhakri

12. Upload on HP Police website
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23.	Police Station Deha
24.	Police Station Sunni
25.	FMPs BCS New Shimla
26.	P.P. Jalog
27.	P.P. Khadralla
28.	P.P. Taklech
29.	P.P. Sainj
30.	P.P. Jangla
31.	Police Post Lakkar Bazar
32.	Police Post Kasumpti
33.	Police Post Jutog
34.	Police Post Summerhill
35.	Police Post Junga
36.	Police Post Sanjauli
37.	Police Post Fagu
38.	Police Post City Rampur
39.	Police Post Jeori
40.	Police Post Sarahan
41.	Police Post Tikkar
42.	Police Post Dodra Kavar
43.	Police Post Sarswati Nagar
44.	Police Post Narkanda
45.	Police Post Dhami
46.	Police Post Mashobra
47.	Police Post Matiyana
48.	Police Post Baghi
49.	Police Post Ganvi
50.	Police Post City Rohru
51.	Police Post Shoghi
52.	Police Post Kufri
53.	Police Check Post Jhamradi
54.	Police Post Chaila
55.	PAR The Mall Shimla

These are total sanctioned post of sweepers (outsourced).
Actual post may be less as per availability of regular/ attached

sweepers. The work order will be less and shall be modified from time to time in this regard.

Following documents, giving full details are as under: -

1. Terms & Conditions: Annexure 'I'
2. Technical Bid Annexure 'II'
3. Financial Bid Annexure 'III'

(Annexure-I, II & III can be seen/ download at PHQ website hppolice.gov.in)

Interested parties may inspect the premises of above units 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 placed in another sealed cover subscribing "Tender/Rate for Sweeping/ Cleaning Services of Office and Premises" which will be in the name of Superintendent of Police, Shimla, District Shimla (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 who 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, prior appointment may be made with Superintendent of Police, Shimla, District Shimla (H.P).

The Tenders will be received on 30.08.2024 upto 05 PM in the Office of the Superintendent of Police, Shimla, District Shimla and shall be opened on 31.08.2024 at 11.00 AM in the presence of all tenderers or their authorized representatives who wish to be present.

The under signed reserves the right to postpone, cancel or extend the date of receipt/opening of Tender/Bids or to withdraw the same, without assigning any reason thereof.

Encls: As Above

Sanjeev Kumar Gandhi, IPS,
Superintendent of Police,
Shimla District Shimla, H.P.

Endst. No. 89182-89223 Dated: 16-8-24
Copy is forwarded to the following for favour of information and necessary action to: -

1. The Director General of Police HP Shimla - 2
2. The Inspector General of Police, Southern Range Shimla HP.
3. All District Superintendents of Police in HP.
4. The District information & Public relation Officer Shimla for wide Publicity.
5. The District Labour Officer, Shimla District Shimla, H.P.
6. The Dy. Supdt. of Police, SCRB with the request to upload above tender notice on the website of PHQ accordingly.
7. Office Head Clerk, Accountant, All SHOs & I/C PP's in Shimla District, including Police Lines Kaithu for wide publicity.
8. I/C DCRB to liaise with I/C SCRB for the purpose.
9. Notice board of this office.

Superintendent of Police,
Shimla, District Shimla, H.P.
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I. TERMS AND CONDITIONS

(1) SCOPE OF WORK

The sweeping/cleaning services are to be provided for the constructed and open premises of the units of this District.

The details of Sweeping/Cleaning works are as under: -

Sweeping/Cleaning Service

The Scope of activities includes the entire work areas with an aim to provide a clean and hygienic look to the entire area. Pre-designated supervisors of the agency will supervise the work. The MHC/MC of the concerned Police Station/Police Post will monitor the cleanliness of the entire work and staff deployed by the agency on daily basis, by maintaining a work performance register. The name & Permanent/Local Addresses of the persons so deployed for the work be intimated so as to prepare their Identity Cards for ensuring proper entry in the office. The agency has to ensure that the staff deployed is dressed in neat and clean uniform of green coat with Identity Card.

(a) Daily services: -

1. General cleaning of all the areas mentioned under Scope of Work including maintenance of plants as per daily cleaning services. Cleaning should be done from Monday to Saturday and twice a day once before 09.30 hrs. and second between 13.00 hrs to 15.00 hrs. However, cleaning of Control Room shall be undertaken thrice a day.
2. Removal of waste papers from waste paper baskets and any other garbage from the entire premises of the Complex upto the MC vehicles.
3. Dusting and cleaning of furniture in all rooms/cabins, cupboards, almirahs, racks, telephones, tables, stabilizers, ACs, etc. with dry cloth.
4. Cleaning of carpet by vacuum cleaner and cleaning and dusting of computers, keyboards, terminals, printers, audio-video equipment, communication & all other equipment etc.
5. Restocking of toiletries in toilet after routine check-ups in the morning. Acid/harpic cleaning and scrubbing of toilets/WCs urinal stands, washbasins, floor area of the toilet and cleaning, wet mopping of toilets wherever necessary.

6. Daily cleaning and dusting of plants, notice boards etc. Removal of any kind of dirt or stains from anywhere in the premises including corners, foot of the ventilations, ceiling walls, windows etc. as and when required.

7. The service provider shall ensure deployment of sweepers 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.

1. Materials:

It shall be the responsibility of the agency to arrange for all the consumables such as dusters, mops, brushes, brooms, pans, detergents, washing powder, sponges, buckets, garbage sacks, floor polish, phenyl, acid, toilet disinfectants, liquid soaps, soap cakes, odonil, colin/brisk/silicone spray, room fresheners and vacuum cleaner 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 for payment of their wages etc. and all other dues which the contractor is liable to pay under the Labour Act, Rules and other statutory provisions.

(2) Terms of Payment:

The S.P. Shimla 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.

Payment Procedure

a) The Agency will submit the pre-requested bill in triplicate in the name of the (S.P. Shimla) 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 Head Clerk 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 cleanliness is 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 **S.P. Shimla** will be final in this regard.

II. GENERAL TERMS & CONDITIONS: -

- 1. The tenderer has to furnish earnest money of Rs. 10,000/- (Rupees ten thousand) only in the shape of Demand Draft payable at **State Bank of India, Branch office at Shimla** from any nationalized Bank or HP State Cooperative Bank in favour of the **S.P. Shimla** 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 constituted for the purpose by the **S.P. Shimla**. The Committee shall examine / scrutinize, the bids so received for sweeping/cleaning of offices and premises of above units as per terms and conditions of tender document and shall submit report along with its recommendation to the **S.P. Shimla**.

3. On receipt of recommendation of Committee, the S.P. Shimla shall give the approval of contract in favour of successful bidder. The successful bidder shall execute a contract / agreement with the S.P. Shimla within 07 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 Himachalis. 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 15 days from the date of the finalization of the tender. No interest shall be paid on EMD by the S.P. Shimla.

6. The successful bidder shall have to deposit a sum of Rs.20,000/- (Rupees twenty thousand) only in shape of an FDR duly pledged in the name of S.P. Shimla as Security amount within 07 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 S.P. Shimla 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.

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 S.P. Shimla 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. Shimla.
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 S.P. Shimla on the basis of service provided by the contractor concerned, on the same terms & conditions.
14. The S.P. Shimla 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 Shimla 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 30.08.2024 till 5.00 PM and opened at S.P. office Shimla on 31.08.2024.

18. 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.

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 sweeping/cleaning of office and premises, 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 S.P.Shimla. For this purpose, he shall have to submit an undertaking on non-judicial stamp paper of Rs. 10.00 dully signed by the Magistrate 1stClass.

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 sweeping/cleaning work in the above units 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 as per the directions of the S.P. Shimla.

23. In the event of any injury or mishap or illness of any worker while performing the duty, the S.P.Shimla 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;
- (iv) From either side by giving 03 months prior notice even before the expiry of said contract agreement;
- (v) 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.
- (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 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 S.P. Shimla.

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 cleaning 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.

27. 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 Department.
- 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 Department.
- f) The agency shall maintain an Attendance Register 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 Attendance Register 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 Department'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 be well trained in the cleaning works and shall have good conduct, physically and medically fit.
- j) 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 Department.
- l) The contractor shall be required to ensure invariably minimum wages, EPF and all other statutory obligations to workers under Contract Act & Labour Laws/Minimum Wages Act as applicable from time to time.
- 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.
- 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. The department will periodically ensure that service providing agency makes full payment of prescribed wages and other benefits like ESI and EPF etc. 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.

Responsibility of Police Department:

The Agency will be provided with:

- a) Sitting place and storage space;
- b) Telephone/ Intercom for any complaints, if necessary.
- c) Employees/staff hired by the service provider will be entitled to medical leave of 06 days in a calendar year which will not be carried forward to the next calendar year. The cost of this medical leave would be borne by the concerned agency.

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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:**

- (a) Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority;
- (b) Copy of PAN of Service Provider;
- (c) Copy of the IT returns filed and Audit Certificates duly certified by the Chartered Accountant.
- (d) Copy of the Balance Sheet and Profit & 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. **Bidders should be registered under GST.**

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 to workers under Contract Act & Labour Laws/Minimum Wages Act 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 2nd lowest bidder standing on the panel. **The bid will be considered in totality for all 55 institutions and only lowest considered.**

Format Detail of salary / wages of workers, GST and profit element etc. for all 41 Institutions individually.

Sr.No.	Particulars	Amount per month (Rs.)
1.	Salary of each worker (As per minimum wages rates fixed by H.P. Govt.)	
2.	ESI & EPF (As per Rule)	
3.	Profit element	
4.	Total	
5	GST (As per Rule)	
6.	Grand Total (Rupees _____ only)	
7	Leave Allowed	

signature of the tenderer or authorized signatory with date & seal)

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 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)

DECLARATION

"I/We hereby declare that I/we have carefully gone through the terms and conditions of Contract & Tender Documents Bid invited vide letter No. _____ in detail and agreed to the rates submitted by me /us in the above Rate sheet and I/ we agree in full": -

- 1) Signature of the party _____
(Full Name in Block Letters)
- 2) Capacity in which offer is signed: _____
- 3) Full Address _____

- 4) Telephone Number (Office) : _____
(Residence) : _____

PARTICULARS OF SECURITY

FDR No. _____/ Demand Draft No. _____

Dated _____ for Rs. _____

Bank _____ Branch.

Signature of the Bidder
Or the Authorized signatory & Seal