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Last date of submission of Limited Tender Notice: 07.10.2015 (3.00 PM)

Date of opening of Technical bid. 07.10.2015 (4.00 PM)

Date of opening of Financial bid 08.10.2015 (4.00 PM)

Government of India
Ministry of Home Affairs
Office of the Director Census Operations, Punjab
Janganana Bhawan, Plot No. 2-B, Sector 19-A,
Madhya Marg, Chandigarh- 160019.

PHONES : Off. 2541812
2781803
Fax : 0172-2784994
mail : dco-pun.rgi@censusindia.v.in

No- A-11050/VIII/2011/PB/3144. Dated. 16/9/15

Limited Tender Notice to provide one staff car driver on contractual basis.

Place of work with Address: Directorate of Census Operations, Punjab (DCO-Pb), Plot No.2 B Sector 19-A,Chandigarh.

Terms & Conditions.

1. The Agency is required to provide the services of one staff car driver, having valid Driving Licence with minimum qualification of Matriculation, in the this office.
2. The Tenderers should be professional agency having valid licence to provide the manpower and other documents and should have experience of at least three years in providing the services/manpower.
3. The Tender must be accompanied by earnest money of Rs. 2000/-(Rs.Two thousand only) in the shape of Bank Draft/Pay Order of any scheduled Bank drawn in favour of Joint Director, Census Operations, Punjab, Chandigarh. The amount of earnest money shall not be accepted through cheque. The earnest money of the successful tenderer shall be converted into performance security and shall be refunded after the faithful execution/completion of the contract without any interest.
4. Conditional/telegraphic tender/tender received through fax, tenders without earnest money and submitted on the non-prescribed format shall not be entertained.
5. (a)Tenders shall be in two parts i.e. Technical Bid (Part "A") and Financial Bid (Part B").

   (b)The Technical Bid (Part "A") should contain information as detailed therein, Clarification, if any, wherever necessary will be obtained from the concerned tenderer. The information as required in Part "A" & supporting documents have to be submitted by the Tenderer. After necessary appraisal of the

tenderer's experience and technical expertise, technical short-listing will be done.

(c) The Financial Bid (Part "B") containing the particulars of amount and percentage etc. should be quoted by the tenderers and will be opened in respect of only those tenderers who are found suitable, based upon assessment made of credentials etc. of the tenderer as well as based upon information given in Technical Bid(Part "A"). The tenderers submitting Technical Bid should give maximum information regarding their companies and Technical capabilities as they deem fit. The decision of the office with regard to short listing of Technical Bids for the purpose of opening of financial bid shall be final and binding.

6. The contract awarded shall be a commercial agreement and not one of creating any employment.

7. The finally approved tender will initially be for one year from the date of award of contract or till further order whichever is earlier. If required, it can be extended further upon the requirement of the office depending upon the satisfactory performance of the agency and adherence to the statutory liabilities. The assessment of performance shall be the sole decision of the Directorate of Census Operations, Punjab, Chandigarh. The Agency will be given one week's time to provide the Staff car driver.

8. Contract for providing the services of one staff car driver in DCO, Punjab, Chandigarh will be as per **"Rates to remain fixed during the period of contract"**. In case other statutory obligation like EPF, ESI, Minimum wages are increased by the respective laws during the contract period, the additional cost would have to be borne by the firm only. Therefore, the firm should quote rate accordingly. Only the changes in the service tax, if any would be borne by the DCO".

9. TDS, as applicable, will be deducted from the monthly bill (gross amount) of the tenderer and credited in the appropriate Govt. head.

10. (a) The tenderer must have a valid licence from the licensing authority under the Contract Labour (Regulation & Abolition) Act, 1970 with its update & renewal. Any obligations and/or formalities which are required to be amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to award shall be carried out by the tenderer at his own expenses, etc. and the tenderer shall report the compliance thereof to the office. The tenderer shall solely be responsible for violation of any provision of the said Act or any other Act.

(b) The tenderer must have valid EPF code No./ESI code No./Service Tax code/PAN/TAN number. The agency, so engaged, will entirely be

responsible to deposit EPF & ESI (both employer & employee share), service tax etc. with the respective departments in respect of the staff car driver every month. A copy of the receipt on this account shall be submitted to the office with the bill of succeeding month. This office will not be responsible for any liability on this account whatsoever.

(c) The tenderer shall ensure regular health checkup of staff car driver at his own.

(d) The successful tenderer will furnish the name and his relevant particulars/documents to be employed in DCO-Pb. within one week of the allotment of contract.

(e) As per GOI instructions, the firm will have to get the character & antecedents verified from the local police in respect of the contractual employee who has to be deputed for performing the duties of staff car driver.

11. The tenderer shall ensure that the staff car driver, so employed, should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by this office. If the staff car driver is found without/not in proper uniform, Department reserves the right not to allow entry of such person within the premises/his place of duties. In case agency fails to provide proper uniform to the staff car driver, so employed, DCO-Pb.will be at liberty to purchase & provide the uniform to the incumbent at the risk and cost of Agency and expenses on this account will be recovered out of the pending bill(s).

12. After the finalization of the contract, an agreement will take place between the service provider(Agency) and the purchaser which will be signed by the authorized signatories of both the parties. The service provider (Agency) will have to abide by the provisions of Contract Labour (Regulations & Abolition) Act, 1970. Except the contributions towards EPF/ESI, no other deduction of any type shall be allowed to be made by the Agency directly or indirectly.

Compensation to the deployed staff car driver.

13. It is clearly understood that the staff car driver by the tenderer shall be the employee of the agency for all intents and purposes. DCO-Pb. shall have no relationship of employer and employee or master and servant with the contract staff. The staff car driver has to carry out the orders of the Directorate of Census Operations, Punjab, Chandigarh and its authorised officers.

14. DCO-Pb. shall not be liable for any action, direct or indirect or to any claim, damages, compensation that might become payable to the employee of the tenderer under the order of any lawful authority in the event of an accident resulting, if any, possible injury or death of employee of tenderer while performing the duties within/outside the premises or damage of any other kind.

The tenderer shall always keep this office/its authorized officers fully indemnified against any such claim or damages.

Indemnity

15. If DCO-Pb. suffers any loss or damages on account of negligence, default or theft on the part of staff car driver provided by the Agency during the validity of contract, the tenderer shall be liable to reimburse/make good the loss, so suffered by this office. The tenderer shall keep this office fully indemnified against such loss or damage, which become known even after the expiry of this contract. The above mentioned losses shall also be deemed to include loss due to any award, decree of any court/arbitrator judicial or quasi-judicial authority.

Compliance or statutory provisions of law.

16. The tenderer shall observe all laws, rules, regulations, orders and directions issued by the Central Govt. or State Govt. or UT Administration or local authorities concerning the discharge of duties in execution of the contract. Any contravention of such laws, rules, regulations, orders and directions will be deemed to be a breach of the contract and the tenderer shall be liable to all the consequences and in case of any such breaches, if DCO-Pb. incurs any obligations then the tenderer shall be responsible to reimburse to this office any loss, monetary or otherwise, occasioned on account of any such breach or contravention.
17. In case any person deployed by the tenderer enters into dispute of any nature whatsoever, it will be the sole responsibility of the tenderer to contest the same. In case, DCO-Pb. is also made a party and is supposed to contest the case, the cost, if any, of the actual expenses incurred towards counsel fee and other expenses shall be paid to the this office by the tenderer in advance on demand. Further, the tenderer shall ensure that no financial or any other legal liability comes upon this office in respect of any nature whatsoever for the act done by the employee of the tenderer and shall keep this Directorate indemnified in this respect.
18. The tenderer shall not sublet, transfer or assign the contract to any other party.
19. The authorized officer shall be at liberty to send staff car driver back after intimating the tenderer if such person is not in proper uniform/is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious/infectious disease.
20. The DCO-Pb. shall not in any manner concerned with the internal affairs of the tenderer i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the tenderer may be having.

21. The EMD of successful tenderer will be converted into performance security deposit. The performance security deposit will not carry any interest and will be refunded after the satisfactory completion of contract and after submission of no dues/no claim certificate from the office. The tenderer shall have no claim for any interest with regard to any delay in the settlement of final bill or refund of security deposit or in respect of amounts which may be in the hands of this office owing to any dispute between this office and tenderer.
22. The tenderer shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and tenderers' service charges for the staff car driver in this office duly supported by the attendance report, documents of deposit of EPF/ESI/EDLI/service tax of the previous month by 3rd of following month.
23. On the expiry of the contract, the staff car driver, deployed by the contractual agency, shall be relieved automatically. However, contractual agency will clear their accounts by paying him the legal dues as required under the law in force.
24. The contract may be terminated on the following contingencies:
    i. On the expiry of the contract period; OR
    ii. In case the service of the staff car driver is not found satisfactory; OR
    iii. For committing breach or any of the terms and conditions of the contract by the tenderer; OR
    iv. On assigning the contract or any part thereof or any benefit or interest therein or there-under by the tenderer to any third person or subletting the whole or a part of the contract to any third person; OR
    v. If the tenderer being declared insolvent by the competent court of law during the notice period for termination of the contract, in the situations contemplated above, the tenderer shall continue to discharge his duties as before till the expiry of the notice period. It shall be the duty of the tenderer to remove staff car driver deployed by him on termination of the contract on any ground whatsoever and to ensure that the staff car driver does not create any disruption/hindrance/problem or any nature to the Directorate of Census Operations, Punjab, Chandigarh.
25. The tenderer shall not be allowed to be represented by any lawyer.
26. The afore mentioned terms & conditions shall be binding and operative between the tenderer (Contractor) and this office.
27. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
28. In the event of any dispute or difference arising out of or in any way touching or concerning this tender whatsoever (except as to matters the decision of which is specifically provided under this contract), the same shall be referred to the sole arbitrator appointed by the this office.

The award of such arbitrator shall be final and binding on both the parties hereto. The Arbitration and Re-Conciliation Act, 1996, shall be apply to the arbitration proceedings.

16.9.15
Deputy Director,
Census Operations, Punjab,
Chandigarh.

SIGNATURE OR TENDERER
WITH SEAL & DATE AND ADDRESS:

Encl: i).Bank draft/Pay Order No._____
Dated_____for Rs.2000/-.
ii) Technical Bid(Part "A")
iii) Financial bid (Part "B")

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TECHNICAL DETAILS OF THE TENDERER
TECHNICAL BID (PART "A")

A. Tender Fee.
Earnest Money Deposit.

B. 1.Details of Tenderer-Name, Father's name,
Name of firm, complete address, date of Incorporation,
Contract number.

2 EPF/ESI code No.

i. Service tax No.
ii. PAN .
iii. The firm must have valid licence for providing Staff Car driver with documentary proof.
iv. Detail of contract labour presently deployed.

v. Detail of experience.

vi. List of clients alongwith their addresses.
vii. Any other information, terms and conditions that tenderer may like to add either in this sheet or as Annexure.

Note: Detail regarding the wages and other charges are annexed herewith. The Agency, has never been blacklisted, for providing the manpower on contractual basis, by any State or Central Govt. Department or PSU in the past.

Signature/Stamp

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Wages Payable by Directorate of Census Operations, Punjab, Chandigarh

FINANCIAL BID (PART "B") for providing services of one staff car driver:-

I. Minimum wages.
II. ESI %
III. EPF%
IV. Service Charges%
V. Any other.

Signature/Stamp