भारत सरकार, गृह मंत्रालय
Government of India, Ministry of Home Affairs
जनगणना कार्य निदेशालय, केरल
Directorate of Census Operations, Kerala
सी जी ओ कोंप्लेक्स, पूंकुलम, तिरूवनन्तपुरम - 695 522
C.G.O. Complex, Poonkulam, Vellayani (P.O.) Thiruvananthapuram – 695 522
Telegram : KERALACENSUS E-Mail : dco-ker.rgi.censusindia.gov.in Telephone : 2481859, 2481861

सं/No.: A.I/3121/2016 तारीख/Dated 31.10.2016

LIMITED TENDER NOTICE

Sub: Award of contract for providing the services of Multi Tasking Staff at DCO, Kerala – reg.

The Directorate of Census Operations, Kerala (DCO, Kerala) is interested in outsourcing the work of Multi Tasking Staff (MTS) in this office and accordingly propose to have a contractual arrangement with a suitable placement agency for providing **THREE (03)** persons to perform the work assigned to Multi Tasking Staff in this office such as, physical maintenance of records, carrying of files and other papers within the building, photocopying, non-clerical work in the sections, delivering of dak, opening and closing of rooms, cleaning & upkeep of building/sections including toilets, dusting of furniture, etc. The persons to be provided should possess minimum qualification of Middle School Standard pass. The details of the such engagement and the general terms and conditions are as under :

1.	Period	:	One year (See item No.:44 & 45 of terms and conditions-Annexure I)
2.	Security Considerations	:	The persons supplied by agency should not have any police records/criminal cases against them. The agencies should make adequate enquires about the character and antecedents of the persons whom they are recommending.
3.	Period within which the manpower is to be supplied	:	Within 15 days of award of contract.
4.	Terms and Conditions	:	The terms and conditions are given in Annexure – I, which are to be accepted and certified as such.

Sealed competitive tenders, under **Two Bid System**, are invited from reputed service providers / authorized agencies and the tenderer will fill up the technical information **in the Annexure-II** and financial information **in Annexure-III** consisting of rates inclusive of all charges/service tax etc. based on minimum wages payable to unskilled worker under the Minimum Wages Act and also indicating the breakup of

amount of Wages, Service Tax, EPF, ESI contribution of their employees in their salary etc. **Both the Annexures should be put in different sealed covers while submitting** the tender to DCO, Kerala. The sealed envelope containing Technical Bid should be superscripted as "**Quotation for providing Services of MTS – Technical Bid**" and the sealed envelope containing Financial Bid should be superscripted as "**Quotation for providing Services of MTS – Financial Bid**". Both the sealed envelopes containing Technical Bid and Financial Bid should be placed in a **third sealed cover superscripted as "Quotation for providing Services of MTS**".

The undersigned reserves the right to accept or reject any or all the quotations without assigning any reasons thereof. Amendments, if any, which the undersigned feels necessary, will be made in the tender documents before the last date of receipt of tender. Such amendments will be put only in website www.tenders.gov.in. Quotations received after the closing date and time will not be accepted.

Interested parties may quote their lowest rate and the quotations be submitted to the undersigned on or before 30.11.2016 upto 17.00 hrs. through Registered /Speed Post / by Hand. Bids received after specified date and time will not be considered. The **Technical Bid will be opened at 11.00 hrs on 01.12.2016** The Financial Bids of only those parties who qualify the Technical Bid as per tender conditions will be **opened at 11.00 hrs. on 05.12.2016.**

N. Ravichandran

(N. Ravichandran)
Joint Director

Encl.: As above

Annexure - I

TERMS AND CONDITIONS

1. Work orders will be awarded to the responsive lowest bidder depending upon the level of experience, reputation etc.
2. The bidder must provide EPF, ESI contribution etc. to their employees in their salary. A breakup of such charges may be given in the financial bid.
3. The Service Provider has to furnish the bio-data of the appointed personnel with details of age, qualification, medical fitness, permanent and present address and phone numbers. Change of personnel shall be intimated in advance.
4. The Service Provider has to immediately dismiss or remove from the site of work, any person or persons, employed by the Service Provider, and substitute with another one, if he/she is found unsuitable for the work, if he commit acts like sleeping while on duty, negligent performance of duty, disobedience, dishonesty, indulging in illegal activities, any other misconduct, security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct etc., upon receiving written notice from DCO, Kerala.
5. The Service Provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
6. The Service Provider will arrange security vetting of personnel provided, from local authority (by Police) and will submit the security clearance at the time of initial ~~development~~ deployment and thereafter on six monthly basis.
7. All services shall be performed by persons qualified and skilled in performing such services.
8. Confirmation of attendance for each outsourced staff would be done through Aadhar Biometric attendance records/log register. As such, all persons outsourced should have valid Aadhar Cards. No leave will be granted. In the event of any person wish to avail leave, suitable alternative arrangement is to be made by the agency in advance without affecting the work.
9. Penalty will be imposed on pro-rata basis for the number of Multi Tasking Staff absent on daily basis.

10. The service provider shall replace immediately any of its personnel (if they are unacceptable to DCO, Kerala because of security risk, incompetence, conflict of interest and breach of confidentiality, or improper conduct) upon receiving written notice from DCO, Kerala.

11. The service provider will arrange suitable accommodation for their personnel. No accommodation will be provided by DCO, Kerala to the Multi Tasking Staff of the agency and they will not be allowed to stay in the premises on completion of their duty.

12. The service provider shall pay to the employee not less than the minimum wages and allowances applicable to the industry as notified from time to time by the State Government under the Minimum Wages Act. The firm should ensure payment through Aadhar linked bank account of the outsourced staff and reimbursement would be made to the firm only after receipt of requisite documents proving the actual payments made to outsourced staff by the firm.

13. The bids should comply with the provisions of Minimum Wages Act, ESI/PF Acts and other such applicable statutory provisions. The bidder should submit certificate regarding statutory payments like the EPF, ESI etc. on a monthly basis and the same would be reimbursed to the firm on production of challan towards the remittance as proof of deposit in individual EPF account of the staff.

14. The service provider will have to produce the register of wages cum muster roll of the preceding month along with the bill to be submitted every month for verification at DCO, Kerala.

15. DCO, Kerala shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

16. The service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of DCO, Kerala. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him.

17. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of DCO, Kerala.

18. The service provider's personnel shall not divulge or disclose to any person, any details of DCO, Kerala, operational process, technical know-how, security arrangements / administrative / organizational matters as all may be of confidential / secret in nature.

19. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of services with DCO, Kerala under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation and Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to DCO, Kerala.

20. The service provider shall always, at its own expenses, make any loss or damages suffered by the DCO, Kerala as a result of the acts of commission or omission, negligently or otherwise of its Multi Tasking Staff while providing the said services at the premises of DCO, Kerala or otherwise.

21. The service provider shall at all times indemnify and keep indemnified the DCO, Kerala against any claim on account of disability/death of any of its Multi Tasking Staff caused while providing the services within/outside the premises of the DCO, Kerala which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any Multi Tasking Staff of the service provider or in respect of any claim, damage, or compensation under Labour Laws or rules made there under by any Multi Tasking Staff whether in employment of the service provider or not who provided or provides the services at the place of the DCO, Kerala or any other premises of the DCO, Kerala.

22. The service provider shall at all times indemnify and keep indemnified the DCO, Kerala against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the DCO, Kerala's premises or before and after that.

23. The service provider shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by DCO, Kerala for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the service provider through Police / District Authorities before their deployment and a certification to this effect submitted to DCO, Kerala in the form of an Affidavit.

24. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

25. The service provider shall engage the necessary person as required by DCO, Kerala from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant relationship between the employees of the service provider and the purchaser (DCO, Kerala). Further, the said person of the service provider shall not claim any absorption.

26. The transportation, food, medical, uniform and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

27. Working hours would be normally 8 hours per day from 7.30 a.m. to 4.00 p.m. with 30 minutes lunch break from 1 pm to 1.30 pm for five days in a week from Monday to Friday. However, the concerned person may have to work beyond office hours, if there is any urgency.

28. The personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra as per the rates approved by DCO, Kerala.

29. The service provider will provide the personnel for a shorter period also, in case of exigencies as per the requirement of DCO, Kerala.

30. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

31. The service provider shall be responsible for contributions towards Provident Fund, Employees State Insurance, other welfare measures / terminal benefits and other legal obligations, wherever applicable as per the Central/State Government Rules as amended from time to time and the Service Provider would follow them. They shall produce copy of challan for such payments alongwith bill of the subsequent month.

32. Bills for providing manpower shall be submitted by the Service Provider in the first week of the subsequent month. The payments for the manpower provided by the Service Provider shall be reimbursed by the 20th of the succeeding month.

33. Payment to the service provider shall be made on monthly basis on the production of certification by the officer, with whom the concerned person is attached, that his services were satisfactory and attendance, as per the bill preferred by the service provider. The said certificate, in original, will be attached to the monthly Bill for claiming payment. The Service Provider's Personnel will work under the overall supervision and direction of the authorized Officer of DCO, Kerala.

34. All payments made by the DCO, Kerala shall be after deductions of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961, Other Taxes, Duties, if any, as applicable by law.

35. DCO, Kerala shall not be liable for any obligations and/or responsibilities, contractual, legal or otherwise, towards the Service Provider's employees or to the said employees directly and/or indirectly, in any manner whatsoever.

36. The service provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from DCO, Kerala to the service provider shall be acknowledged immediately on receipt on the same day.

37. The service provider should be registered with the Government Authorities., i.e., Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, IT Department etc., and a copy of the registration should be submitted. The Agency shall comply with all the legal requirements for obtaining Licence under Contract Labour (Regulations and Abolition) Act, 1970, if any, at his own part and cost.

38. The rate shall be inclusive of all Taxes and Cess as applicable under the Indian Law like Income Tax, Education Cess and Service Tax etc.

39. The bids of firm quoting impracticably low or nil service charge are liable to be rejected on technical grounds.

40. In case other statutory obligations like EPF, ESI, Minimum Wages are increased by the respective laws during the contact period, the additional cost would have to be borne by the service provider. Therefore, the service provider should quote rate accordingly. Only the changes in the services tax, if any, would be borne by DCO, Kerala.

41. Escalation clause shall not be accepted on any grounds during the period the contract in force, except in case of an increase in service tax.

42. The Agency should submit its PAN and Sales Tax / VAT / Registration Number

43. The award of the Contract will be subject to the fulfillment of the conditions laid down in Rules 181 of GFR, 2005 as amended from time to time.

44. The contract will be in force for a period of one year from the date of placement of work order. Should there be a requirement for extension of services of manpower; payments shall be made as per the terms and conditions of the initial contract.

45. The work order can be terminated by the undersigned at any time without giving any notice in advance.

46. The successful bidder will have to deposit a security of Rs.25,000/- (Rupees Twenty Five Thousand Only) pledged in favour of the Assistant Director (DDO) Directorate of Census Operations, Kerala in the form of Fixed Deposit of a Nationalised Bank, which should be valid for at least 60 days beyond the completion of contractual obligation by the firm.

47. Any dispute arising out of the contract will be settled within the jurisdiction of Thiruvananthapuram.

48. Director reserves the right to accept/ reject any tender/quotation without assigning any reason.

49. The Service Provider has to execute an agreement on a stamp paper worth Rs.100/- within 15 days of awarding the contract.

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Annexure – II

TECHNICAL BID

(in separate sealed cover superscripted as
"Quotation for providing Services of MTS – Technical Bid")

(Rate should not be mentioned in the Technical Bid)

Technical Bid should indicate the following information alongwith the self attested photocopies of these documents:-

a) Profile of the company

b) Name and designation of the authorized person

c) Proof of the incorporation/inception of the Agency

d) Registration Number with Labour Commissioner for manpower supply

e) PF Registration details

f) ESI Registration details

g) PAN Number

h) Service Tax Registration Number

i) Details of Registration with the Labour Commissioner

j) Income Tax Statement for the last 3 years

k) Relevant proof regarding manpower supply to any Government / reputed Private Organisation

l) Any other relevant information

(Name and Signature of the authorized person of the firm alongwith the seal)

Annexure – III

FINANCIAL BID

(in separate sealed cover superscripted as
"Quotation for providing Services of MTS – Financial Bid")

To

The Director,
Directorate of Census Operations, Kerala,
CGO Complex, Vellayani P.O., Poonkulam,
Thiruvananthapuram – 695 522

Sub: Quotation for award of contract for providing services of MTS for a period of one year – regarding

Sir,

With reference to your Limited Tender Notice No: A.I/3121/2012 dated 26.11.2015 on the subject mentioned above, I/We quote the following rate for the above mentioned work, per person per month, as under:

Rs. ..... /- per person per month.

Breakup of the rates quoted :

1. Wages (See item No.:12 of Terms & Conditions (Annexure-I) : Rs.....
2. EPF (.....% of basic) : Rs.....
3. ESI (.....% of basic) : Rs.....
4. Bonus : Rs.....
5. Any other item (specify) : Rs.....
6. Total : Rs.....
7. Service Charges (....%) : Rs.....
8. Service Tax (....%) : Rs.....
9. Grand Total : Rs.....

I/We accept all the terms and conditions as given under items 1 to 49 of notice given at Annexure I referred to above.

Yours faithfully,

(Authorized signatory)