

Last date of submission of Limited Tender Notice: 15.09.2016 (3.00 PM)
Date of opening of Technical bid. 15.09.2016 (4.00 PM)
Date of opening of Financial bid 16.09.2016 (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
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Fax : 0172-2784994

E-mail : dco-pun.rgi@censusindia.gov.in

No.A-11280/II/2016/Pb.I - 4210

Dated: 31.8.16

SHORT LIMITED TENDER NOTICE

Back Ground: The Directorate of Census Operations, Punjab, Plot No.2-B, Sector -19A, Chandigarh -160019 requires the services of following staff on contractual basis.

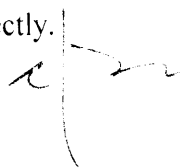
- i) Staff Car Driver: 01 for this office at Chandigarh
- ii) Sweepers: 02 One each for DCO, Punjab and U.T. Chandigarh. (Day duty).
- iii) Sweeper-cum-Mali-Helper:01 for Census Record Office, Old Baghi Khanna, Patiala (Day duty)
- iv) Cook: 01 (Halwai for Census Bhawan, Canteen) (For DCO, U.T.Chd.)
- v) Mali: 01 (for offices at Chandigarh) (For DCO, U.T. Chandigarh.)

Hence Short/Limited Tenders are invited in two bid system i.e. Technical Bid and (ii) Financial Bid.

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, two Sweepers, one Cook (Halawai), One Mali for Chandigarh and One Sweeper-cum-Mali-Helper for Census Record Office Old Baghi Khanna, Patiala. All the persons should be well sound/having good physique and at least middle pass.
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 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 persons in DCO, Punjab, Chandigarh will be as per "**Rates to remain fixed during the period of contract**". In case other statutory obligation likes 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 provided staff 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 deployed persons at his own.
(d) The successful tenderer will furnish the names and their 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.
 11. The tenderer shall ensure that the persons, 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 persons.

13. It is clearly understood that the persons deployed 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 deployed persons have to carry out the orders of the Directorate of Census Operations, Punjab, Chandigarh and its authorized 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 for damages.

Indemnity

15. If DCO-Pb. suffers any loss or damages on account of negligence, default or theft on the part of the persons 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 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 provided persons in this office by 3rd of following month.



23. The tenderer would 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 providing the actual payments made to outsourced staff by the tenderer.
24. Confirmation of attendance of outsourced staff would be done through Aadhar Biometric attendance records/Log register.
25. Statutory payment like the EPF, ESIC etc. would be reimbursed to the tenderer on production of challan towards the remittance as proof or deposit in EPF account of the staff.
26. 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.
27. 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 persons provided 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 of any nature to the Directorate of Census Operations, Punjab, Chandigarh.
28. The tenderer shall not be allowed to be represented by any lawyer.
29. The afore mentioned terms & conditions shall be binding and operative between the tenderer (Contractor) and this office.
30. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
31. 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 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 applied to the arbitration proceedings.


Joint Director,
Census Operations, Punjab,
Chandigarh

SIGNATURE OF 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")

Last date of submission of Limited Tender Notice: 15.09.2016 (3.00 PM)
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Date of opening of Financial bid: 16.09.2016 (4.00 PM)



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NO. A-11280//2016/Pb./ - 4210

DATED: 31.8.16

PRESCRIBED PROFORMA FOR FINANCIAL BID

With reference to Tender Notice No. A-11280//2016/Pb./ _____
 dated _____, the rate for the post on contractual basis as under:

One Staff Car Driver on contractual for the office of Directorate of Census Operations, Punjab, Plot No.2-B, Sector 19A, Chandigarh.	Rates per month: i. Basic salary Rs. ii. ESIC iii. PF iv. Service Charges v. Service Tax v.G. Total
One Sweeper on contractual for the office of Directorate of Census Operations, Punjab, Plot No.2-B, Sector 19A, Chandigarh.	Rates per month: i. Basic salary Rs. ii. ESIC iii. PF iv. Service Charges v. Service Tax v.G. Total
One Sweeper cum Mali-cum Helper on contractual for the office of Census Record Office, Old Baghi Khanna, Baradari, Patiala.	Rates per month: i. Basic salary Rs. ii. ESIC iii. PF iv. Service Charges v. Service Tax v.G. Total
One Cook (Halwai) on contractual for the office of Directorate of Census Operations, U.T.Chandigarh, Plot No.2-B, Sector 19A, Chandigarh.	Rates per month: i. Basic salary Rs. ii. ESIC iii. PF iv. Service Charges v. Service Tax v.G. Total

<p>One Sweeper on contractual for the office of Directorate of Census Operations, U.T.Chandigarh, Plot No.2-B, Sector 19A, Chandigarh.</p>	<p>Rates per month: i.Basic salary Rs. ii. ESIC iii. PF iv. Service Charges iv. Service Tax v. G. Total</p>
<p>One Mali on contractual for the office of Directorate of Census Operations, U.T.Chandigarh, Plot No.2-B, Sector 19A, Chandigarh.</p>	<p>Rates per month: i.Basic salary Rs. ii. ESIC iii. PF iv. Service Charges iv. Service Tax v. G. Total</p>

I agree to the terms and conditions as mentioned in the Tender No. A-11280/I/2016/Pb./ dated _____, issued by the Government of India, Ministry of Home Affairs, Directorate of Census Operations, Punjab Chandigarh. The financial Bid is being submitted as per the specification specified in the Tender Notice

Sign. _____

Name _____

Address _____

Stamp _____



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NO. A-11280//2016/Pb.1 - 42/0

DATED: 31.8.16

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

With reference to Tender Notice No A-11280//2016/Pb./ _____
dated _____ the undersigned furnishes/enclose herewith following documents
as part of "Technical Bid" for consideration:-

1. Name of the reputed firm
2. Period of validity of offer price (in days)
3. Earnest Money deposit: EMD detail: Bank Draft for Rs.2000/-
Name of Bank:
Date of issue:
4. Details of other documents attached

Sign. _____

Name _____

Address _____

Stamp _____