

Last date and time of submission of Limited Tender Notice : 13.07.2015 (2:00 P.M.)  
Date of opening of Technical bid. : 13.07.2015 (3:00 P.M.)  
Date of opening of Financial bid : 13.07.2015 (4:00 P.M.)

दूरभाष/Phone: 0172-2770572, 2543335

फैक्स/Fax: 0172- 2781547



ई-मेल/E-Mail : dco-cha.rgi@censusindia.gov.in



जनगणना कार्य निदेशालय, (यू.टी.) चण्डीगढ़

भारत सरकार, गृह मंत्रालय

जनगणना भवन, प्लॉट नं 2 बी, सैक्टर 19-ए, चण्डीगढ़-160019

Directorate of Census Operations, Chandigarh (U.T)

(Government of India, Ministry of Home Affairs)

Janganana Bhawan, Plot No 2-B, Sector 19-A, Madhya Marg, Chandigarh-160019

स्पीड पोस्ट  
Speed Post

No.A12019/11/2013/1919-1922

Dated 18/6/15

To

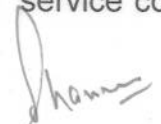
1. Tridev Security(Regd) SCO-96/44-C, Chd.
2. Star Security Services, SCO 35 & 36, Ist floor, Sector 17-C, Chd.
3. Rathour Security Service(Regd) SCO-111-113, Sec.17-B, Chd.
4. Secure Hands Security Services, Pvt.Ltd.SCO 85, 2<sup>nd</sup> floor Sec.35-C, Chd.
5. Kartik Security & Detectives(Regd) SCF-98, Phase XI, Mohali.
6. Interface Security & Detective, Plot # C-174, Ind.Area, Phase 8B, Sec.74, SAS Nagar, Mohali.
7. Harman Ass.(Regd), SCO-1094-95, Sec.22-B, Chd.
8. Sewak Security, # 2145, Sec.69, Mohali.
9. Expert Securities & Placements, C-36, Ist floor, Raipur Khurd, Near Airport Chowk, Chd.

**Subject: Limited Tender Notice to provide contract basis staff.**

Sir,

Sealed Limited Tenders are invited in two Bids system ( Technical Bid & Financial Bid) from the registered firms to provide the services of one Cook (Assistant Halwai for Census Bhawan, Canteen), two number of MTS for this office.

2. The incumbents must be experienced hands and having worked in the respective fields. The incumbent for the post of Halwai & MTS should be at least middle standard passed with reasonable experience. The Technical bids/Financial bids should be sent to the Directorate of Census Operations, Union Territory, Chandigarh Plot No.2 B, Sector 19-A, Chandigarh within a period of 25 days i.e. upto 13.07.2015 (2.00 PM). The Technical bids will be opened on 13.7.2015 at 3.00 PM and Financial bids on 13.07.2015 at 4.00 PM in the presence of representative of the Tenderers who may like to be present. The copy of service conditions is also attached herewith for necessary action.

  
(S.K.Sharma)  
Assistant Director

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Directorate of Census Operations, Chandigarh (U.T)  
(Government of India, Ministry of Home Affairs)

Janganana Bhawan, Plot No 2-B, Sector 19-A, Madhya Marg, Chandigarh-160019



No.A12019/11/2013/

Dated

Limited Tender Notice to provide one Assistant Halwai and two MTS on contractual basis.

Place of work with Address: Directorate of Census Operations, Union Territory, Chandigarh, Plot No.2 B, Sector 19-A, Chandigarh.

### Terms & Conditions.

The Agency is required to provide the services of one Cook (Assistant Halwai for Census Bhawan, Canteen) and two MTS for this office.

1. The incumbents must be experienced hands have worked in the offices for a reasonable period. The Halwai & MTS should at least middle standard passed and having the knowledge of working in the office(s). The priority will be given to the young person/having good physique/suitable experience with smart outlook.
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. 20000/- (Rs. Twenty thousand only) in the shape of Bank Draft/Pay Order of any scheduled Bank drawn in favour of Assistant Director, Directorate of Census Operations, Union Territory, 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, UT, Chandigarh. The Agency will be given one week's time to provide the staff as mentioned above.
8. Contract for providing the services of manpower in the Director of Census Operations, UT, 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 this Directorate.**
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 contract labour employed by it for every month. A copy of the receipt on this account shall be submitted to the office with the bill of succeeding month. The Directorate of Census Operations, UT, Chandigarh will not be responsible for any liability on this account whatsoever.

(c ) The tenderer shall ensure regular health checkup of his contract labour and compliance of provisions of Labour Act or any related laws on the said issue.

(d) The successful tenderer will furnish the name and his relevant particulars/documents to be employed in Directorate of Census Operations, UT, Chandigarh within one week of the allotment of contract.

(e) The firm must have valid licence to undergo Police verification and the verification report to this effect shall be submitted by the tenderer to Directorate of Census Operations, UT, Chandigarh for information/record.

11. 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.**

12. It is clearly understood that the staff provided by the tenderer shall be the employees of the agency for all intents and purposes. Directorate of Census Operations, UT, Chandigarh shall have no relationship of employer and employee or master and servant with the contract staff. The staff/employees have to carry out the orders of the Directorate of Census Operations, UT, Chandigarh and its authorised officers.
13. Directorate of Census Operations, UT, Chandigarh 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(s) of tenderer while performing the duties within/outside the premises or damage of any other kind. The tenderer shall always keep Directorate of Census



Operations, UT, Chandigarh/its authorized officers fully indemnified against any such claim or damages.

**Indemnity**

14. If Directorate of Census Operations, UT, Chandigarh suffers any loss or damages on account of negligence, default or theft on the part of staff/employees provided by the Agency during the validity of contract, the tenderer shall be liable to reimburse/make good the loss, so suffered by Directorate of Census Operations, UT, Chandigarh. The tenderer shall keep Directorate of Census Operations, UT, Chandigarh 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.**

15. 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 Directorate of Census Operations, UT, Chandigarh incurs any obligations then the tenderer shall be responsible to reimburse to Directorate of Census Operations, UT, Chandigarh any loss, monetary or otherwise, occasioned on account of any such breach or contravention.
16. 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, Directorate of Census Operations, UT, Chandigarh 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 Directorate of Census Operations, UT, Chandigarh by the tenderer in advance on demand. Further, the tenderer shall ensure that no financial or any other legal liability comes upon Directorate of Census Operations, U.T., Chandigarh in respect of any nature whatsoever for the act done by the employees of the tenderer and shall keep the Directorate of Census Operations, UT, Chandigarh indemnified in this respect.
17. The tenderer shall not sublet, transfer or assign the contract wholly or partially to any other party.
18. The authorized officer shall be at liberty to send staff/employees back after intimating the tenderer if such person is not in a proper uniform/is lacking decent behavior by his deeds/not fit to perform his/their duties i.e. suffering from any contagious/infectious disease.

19. The Directorate of Census Operations, UT, Chandigarh 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.
20. 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 Directorate of Census Operations, UT, Chandigarh owing to any dispute between Directorate of Census Operations, UT, Chandigarh and tenderer.
21. The tenderer shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and tenderers' service charges for the staff/employees in Directorate of Census Operations, UT, Chandigarh duly supported by the attendance report, documents of deposit of EPF/ESI/EDLI/service tax of the previous month by 3<sup>rd</sup> of following month.
22. On the expiry of the contract, the staff/employees, 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.
23. The contract may be terminated on the following contingencies:
  - i. On the expiry of the contract period; OR
  - ii. In case the services of the staff/employees are 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/employees deployed by him on termination of the contract on any ground whatsoever and to ensure that the staff/employees do not create any disruption/hindrance/problem or any nature to the Directorate of Census Operations, UT, Chandigarh.
24. The tenderer shall not be allowed to be represented by any lawyer.
25. The aforementioned terms & conditions shall be binding and operative between the tenderer (Contractor) and Directorate of Census Operations, UT, Chandigarh.

26. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
27. 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 Directorate of Census Operations, UT, Chandigarh.
- 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.

  
Assistant Director,  
Census Operations,UT,  
Chandigarh.

SIGNATURE OR TENDERER  
WITH SEAL & DATE AND ADDRESS:

Encl: i).Bank draft/Pay Order No. \_\_\_\_\_

Dated \_\_\_\_\_ for Rs.20000/-.

ii) Technical Bid(Part "A")

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Janganana Bhawan, Plot No 2-B, Sector 19-A, Madhya Marg, Chandigarh-160019

No.A12019/11/2013/

Dated

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.
1. Service tax No.  
2. PAN .  
3. The firm must have valid licence for providing  
Staff/employees with documentary proof.  
4. Detail of contract labour presently deployed.  
5. Detail of experience.  
6. List of clients alongwith their addresses.  
7. 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 as Annexure. The Agency, having been blacklisted by any State or Central Govt. Department or PSU in the past, shall not be eligible to participate in the tendering process( enclose a signed and stamped statement on the letter head of the company with regard to the black listing history of the company, if any).



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No.A12019/11/2013/

Dated

Wages Payable by Directorate of Census Operations, Union Territory,  
Chandigarh

FINANCIAL BID ( PART "B").

- I. Minimum wages( to be shown separate for each post):.
- II. ESI %
- III. EPF%
- IV. Service Charges%
- V. Any other.

Signature/Stamp