



भारत सरकार / Government of India  
गृह मंत्रालय / Ministry of Home Affairs  
जनगणना कार्य निदेशालय, उत्तराखण्ड

Directorate of Census Operations, Uttarakhand

स्थापना अनुभाग (Estt. Section)

274, फेज-1, वसन्त विहार, देहरादून - 248006

फोन नं० / फैक्स नं० 0135-2760068, 2760085

Email: dir-uk.rgi@censusindia.gov.in



2011

पत्रांक 11013/16 /जीएस/नियुक्ति/2014-15 255-T0260

दिनांक 12 फरवरी 2015

सेवा में

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विषय :- 3 सिक्योरिटी गार्ड, 1 चपरासी व 1 स्वीपर की सेवाएँ लेने हेतु लिमिटेड निविदाएँ आमंत्रित करने के संबंध में।

महोदय,

इस निदेशालय हेतु 3 सिक्योरिटी गार्ड, 1 चपरासी व 1 स्वीपर (sweeper with material and without material) की सेवाएँ लेने हेतु दो भागों ( तकनीकी बिड तथा वित्तीय बिड) में सील्ड लिमिटेड निविदाएँ आमंत्रित की जाती हैं।

2. सेवाओं हेतु दिये जाने वाले कर्मी अनुभवी हों तथा अपने पद से संबंधित कार्य पर कार्यरत रहने का अपेक्षित अनुभव रखते हों। तकनीकी बिड/ वित्तीय बिड जनगणना कार्य निदेशालय, उत्तराखण्ड, 274 फेज-1, वसन्त विहार, देहरादून-248006 के पते पर 10 दिन में प्राप्त हो जानी चाहिए। तकनीकी बिड तथा वित्तीय बिड दिनांक 24-2-2015 को प्रातः 11 बजे संबंधित निविदादाताओं की उपस्थिति, जो उपस्थित होना चाहें, के समक्ष में खोली जायेंगी। निविदा की शर्तें आवश्यक कार्यवाही वाही साथ में संलग्न हैं।

संलग्नक : उपरोक्तानुसार

भवदीय

( एस0एस0ए0जाफरी )

संयुक्त निदेशक ( नियंत्रण अधिकारी )



भारत सरकार / Government of India  
गृह मंत्रालय / Ministry of Home Affairs  
जनगणना कार्य निदेशालय, उत्तराखण्ड  
Directorate of Census Operations, Uttarakhand  
स्थापना अनुभाग (Estt. Section)  
274, फेज-1, वसन्त विहार, देहरादून - 248006  
फोन न० / फैक्स न० 0135-2760068, 2760085  
Email: dir-uk.rgi@censusindia.gov.in

No11013/16/GS/Apptt./2014-15 255 to 260

Dated....12-2-15

Limited Tender Notice to provide 3 Nos. of Security Guards, 1 No. Peon and 1 No. Sweeper ( services of sweeper be mentioned with material and without material)

Place of work with Address : Directorate of Census Operations  
Uttarakhand, Phase -I,  
274, Vasant Vihar, Dehradun-248006

#### Terms & Conditions

The Agency is required to provide the service of 3 nos. of Security Guard one Sweeper ( services of sweeper be mentioned with material and without material) and 1 Peon for this office.

1. The candidates must be experienced hands and have worked in the offices for a reasonable period. The peon 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 service/manpower.
3. The Tender must be accompanied by earnest money of Rs 10000 (Rs Ten thousand) only in the shape of Bank Draft/Pay Order of any scheduled Bank drawn in favour of Drawing and Disbursing Officer, Directorate of Census Operations, Uttarakhand . The amount of earnest money shall not be accepted through cheque. The earnest money of the successful tenderer 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-prescribe 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, whenever necessary will be obtained from the concerned tenderer. The information 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 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, Uttarakhand. 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, Uttarakhand 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 contact 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 & Absolution) Act 1970 with its update & renewal. Any obligation 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 Uttarakhand 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, Uttarakhand 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, Uttarakhand for information/record.

11. After the finalization of the contract, an agreement will take place between the service provider (Agency) and the office 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,Uttarakhand 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, Uttarakhand and its authorized officers.

13. Directorate of Census Operations, Uttarakhand 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 any 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 Uttarakhand / its authorized officers fully indemnified against any such claim or damages.

**Indemnity**

14. If Directorate of Census Operations, Uttarakhand 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, Uttarakhand. The tenderer shall keep Directorate of Census Operations, Uttarakhand fully indemnified against such loss or damage, which become known even after the expiry of this contract. The above mentioned losses shall 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 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 contract and the tenderer shall be liable to all the consequences and in case of any such breaches, if Directorate of Census Operations Uttarakhand incurs any obligations then the tenderer shall be responsible to reimburse to Directorate of Census Operations, Uttarakhand 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 Uttarakhand 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, Uttarakhand 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, Uttarakhand in respect of any nature whatsoever for the act done by the employees of the tenderer and shall keep the Directorate of Census Operations Uttarakhand indemnified in this respect.

17. The tenderer shall not sublet, transfer or assign the contract or partially to any other party.

18. The authorized officer shall be at liberty to send staff/ employees back after intimidating 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, Uttarakhand 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 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 Uttarakhand owing to any dispute between Directorate of Census Operations, Uttarakhand 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 Uttarakhand 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 them 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 staff/employees, deployed by him on termination of the contract or 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, U.K.

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, Uttarakhand

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 (accept 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, U.K.

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

  
12/2/2015  
(S.S.A.Jafri)

Joint Director (Conotrolling Officer)  
Directorate of Census Operations,Uttarakhand Dehradun

Signature of the tenderer  
with seal & date and Address:

Encl: i) Bank draft/Pay order No. \_\_\_\_\_  
dated \_\_\_\_\_ of Rs.10000/-  
ii) Technical bid Part A  
iii) Financial bid part B

**TECHNICAL DETAILS OF THE TENDERER**  
**TECHNICAL BID (PART 'A')**

A. Tender Fee  
Earnest Money Deposit

- B. 1.Details of Tenderer..... Father's Name  
Name of the Firm, complete address, date of Incorporation,  
contact number.  
2.EPF/ESI Code No.  
  
3.Service Tax No.  
4.PAN  
5.The Firm must have valid licence for providing staff/employees with documentary  
proof.  
6.Detail of contact labour presently deployed  
7.Detail of experience  
8.List of clients along with their addresses  
9.Any other information 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 of 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 of the  
company, if any).

Last date and time of submission of Limited Tender Notice : within 10 days from the date  
of issue

Date of opening of Technical bid and Financial bid: 24.2.2015 11 a.m.

(FINANCIAL BID (PART "B"))

1. Minimum wages ( to be shown separate for each post)

II. ESI %

III. EPF %

IV. Service Charges%

V. Any other