



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



पत्रांक 11013/16 /जीएस/नियुक्ति/2014-15 ९.23

दिनांक 14 सितम्बर 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 सीलड लिमिटेड निविदाएँ आमंत्रित की जाती हैं जो जनगणना कार्य निदेशालय, उत्तराखण्ड, एल0डी0टावर, 3 सहारनपुर रोड, निकट माता वाला बाग, देहरादून-248001 पते पर पत्र जारी होने की तिथि से 15 दिन में प्राप्त हो जानी चाहिए। यह सीलड निविदाएँ दिनांक 30-9-2016 को प्रातः 11 बजे इच्छुक संबंधित निविदादाताओं की उपस्थिति के समक्ष खोली जायेंगी। निविदा की शर्तें आवश्यक कार्यवाही हेतु संलग्न हैं।

संलग्नक : उपरोक्तानुसार

भवदीय

( सुरेन्द्र पाल )

सहायक निदेशक एवं कार्यालय प्रमुख

14/9/16



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

Directorate of Census Operations, Uttarakhand

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2011

No11013/16/GS/Apptt./2014-15

Dated.....

**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,  
L.D. Tower , 3 Saharanpur Road, Near Mata Wala Bagh,  
Dehradun-248001

### 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. The Company should have its local office at Dehradun.
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 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(i) The rates payable by the Bidder to the personnel to be deployed are required to be paid in accordance with the rates as per Minimum Wages Act, 1948 for the concerned categories specified in the Notification issued by the Government under the provision of Minimum Wages Act and revised from time to time for the respective categories. It shall be the responsibility of the Bidder to ensure that the manpower deployed by him, are to be paid as per Minimum Wages Act. Being the principal employer, the Directorate of Census Operations, Uttarakhand shall exercise its authority to verify the payment of wages as per Minimum Wages Act.

8 (ii) 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 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 & 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 as amended from time to time. 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, occasional 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 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, 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. The firm 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 proving the actual payments made to outsourced staff by the firm.

23. Confirmation of attendance for each outsourced staff would be done through Aadhar Biometric attendance records/ log register.

24. Statutory payment like the EPF, ESIC etc. would be reimbursed to the firm on production of challan towards the remittance as proof of deposit in EPF account of the staff.

25. 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.

26. 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.

27. The tenderer shall not be allowed to be represented by any lawyer.

28. The aforementioned terms & conditions shall be binding and operative between the tenderer(Contractor) and Directorate of Census Operations, Uttarakhand

29. The Directorate of census Operations, Uttarakhand reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

30. 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 Govt. of India.

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.

  
(Surinder Pal)

Assistant Director & Head of Office  
Directorate of Census Operations, Uttarakhand Dehradun

14/9/18

Signature of the tenderer  
with seal & date and Address:

- Encl: i) Bank draft/Pay order No. \_\_\_\_\_  
dated \_\_\_\_\_ of Rs.20000/-  
ii) Technical bid Part A  
iii) Financial bid part B  
(iv) Profile and details of Tendering Company  
(v) Undertaking of Annual Financial Turnover.

(FINANCIAL BID (PART "B"))

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

II. ESI %

III. EPF %

IV. Service Charges%

V. Any other

### TECHNICAL BID

S.No	Eligibility Criteria	Proof at Page No's of the Technical Bid
1.	The agency should be registered under the provisions of Contract Labour(Regulation & Abolition) Act, 1970	
2.	(i) The agency should have experience for providing security and other services to Government and non-Government organizations, Public sector Undertakings and Private Sectors of repute. (ii) Company should have at least three clients of Central Government/State Government/Autonomous Bodies/ Public Sector Undertakings as on date. Please attach a list of clients and proof of satisfactory services issued by the clients.	
3.	Company's Registration Certificate under Contract Labour (Regulation & Abolition) Act,1970	
4.	PAN/TAN No.(Copy attach)	
5.	EPF, ESI and Service Tax Registration Certificate	
6.	Company's up to date Balance sheet for the last two years.	
7.	EPF, ESI and Service Tax Challan Certificates for the last two years.	
8.	The annual turnover of the Company. Provide a copy of the balance sheet.	
9.	The Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees twenty thousand only)(Refundable) in shape of Demand Draft from any Scheduled Bank in an acceptable form payable to Drawing and Disbursing Officer, Directorate of Census Operations Uttarakhand, Dehradun should be attached.	
10.	Certificate regarding non black listing of the company.	

NOTE Agencies which do not fulfill any or all of the above conditions/parameters or incomplete shall be summarily rejected and will not qualify technically and their financial offer will not be considered and opened by the Directorate. The Agency having been blacklisted by any State or Central Government Department of PSU in the past, shall not be eligible to participate in the tendering process.

**Profile and details of Tendering Company**

The Companies are required to furnish the following information along with the tender.

1. Name of the Tendering Agency:

2.

(a) Postal Address:

(b) Name of the Contact Person(s) with address:

(c) Name, Designation and address of the person(s) authorized to sign on behalf of and responsible to the bidding Tendering Agency (herein after referred as bidder)

3. Other information:

a. Telegraphic address of the Tendering Agency:

b. Telephone no. registered in the name of the Tendering Agency-  
(Kindly enclose copy of the latest paid bill)

c. Fax no. of the Tendering Agency:

d. Email Address of the Tendering Agency:

e. Website address, if any:

4. Sample Signatures of the Bidder

5. a. Place of Headquarter of the Tendering Agency:

b. Local Dehradun Branch Office Address:

c. Date of Establishment

6. Registration No. with labour department (Kindly attach a certified copy with the tender document)

7. Profile and detailed Set-up of the Tendering Agency: Attach also the brochure, booklet etc. of the Company, if available)

8. List of equipment available with the tendering agency to undertake the security job:

9.Total No. of regular staff employed by the Tendering Agency”

Regular Employees	No. of officers		Non Officers	
	Ex servicemen	Civilians	Ex servicemen	Civilians
Tendering Agency Office				
Field Staff				

10. Total No. of regular staff employed by the Tendering Agency at the Dehradun branch office, if any:

Regular Employees	No. of officers		Non Officers	
	Ex servicemen	Civilians	Ex servicemen	Civilians
Tendering Agency Office				
Field Staff				

11.No. of Executive, Advisers and Consultants of the Tendering Agency.

12. Financial Turnover of the Tendering Agency for the Past Five Years:

Year	Amount ( in lacs)
2016-17	
2015-16	
2014-15	
2013-14	
2012-13	

(Please attach the attested copies of proof of annual turn over for the financial year)

13. Addresses with Telephone Numbers of the Regional Officers of the Tendering Agency in India

14. Give the details of major Contracts handled by the Tendering Agency in the past five years in the following format:

Sl. No	Customer details with address, telephone no, fax, email etc.	Amount of Contract	Duration of Contract

15. Exhaustive List of Present and Past Clients: (May attach a separate list if space is insufficient)

i. Present Clients:

ii. Past Clients:

16. Any other information of the present or past in support of your professional capability supported with documentary evidence.

SIGNATURE OF THE BIDDER

NAME OF BIDDER

DESIGNATION OF BIDDER

ADDRESS

**UNDERTAKING OF ANNUAL FINANCIAL TURNOVER**

To,  
Directorate of Census Operations Uttarakhand  
L.D. Tower 3, Saharanpur Road, Near Matawala Bagh  
Dehradun-248001

1. This is to certify that the annual turnover of our company/agency named as .....  
is Rs. ....
2. Certified/Attested copies of documents in support of the same by Income Tax Office/  
Govt. Approved Auditors/ or any other such Officer is attached.

Proprietor

Managing Director/ Head of the  
Company/Authorized Representative.

Note: Most recent documents will be preferred.