

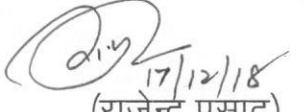
भारत सरकार / Government of India  
गृह मंत्रालय / Ministry of Home Affairs  
जनगणना कार्य निदेशालय, हिमाचल प्रदेश  
Directorate of Census Operations, Himachal Pradesh  
सी.जी.ओ.परिसर, हिमाद्रि खण्ड, लॉगवुड, शिमला - 171001  
C.G.O. Complex, Himadri Khand, Longwood Shimla-171001  
Telefex:- 0177-2651419, 2651482 Email:- [dco-him.rgi@censusindia.gov.in](mailto:dco-him.rgi@censusindia.gov.in)

संख्या डी.सी.ओ.एच.पी. 15/90-XII

दिनांक: 10 DEC 2018.

निविदा सूचना सं- डी.सी.ओ.एच.पी. 15/90-XII

ऐसे प्रतिष्ठित एजेन्सीज/ कान्ट्रेटर्स से द्वि-बोली प्रणाली (तकनीकी निविदा और वित्तीय निविदा) के अन्तर्गत ड्राईवर हेतु निविदाएं आमंत्रित की जाती हैं। इच्छुक फर्म अपने तकनीकी तथा वित्तीय निविदायें इलेक्ट्रॉनिक प्रारूप ऑनलाइन माध्यम द्वारा वेबसाई (<http://www.eprocure.gov.in>) पर दिनांक 8 जनवरी, 2019 को अपराहन 02:00 बजे तक जमा करा दें। विस्तृत नियमों एवं शर्तों, ग्राह्यता मानदंड, महत्वपूर्ण तिथियों अंतर्विष्ट आर. एफ.पी. कागजात एवं ई-निविदा में भाग लेने के लिये वेबसाइट पर जाए जहाँ विस्तृत जानकारी उपलब्ध है। उपर्युक्त पोर्टल के माध्यम के अतिरिक्त अन्य कोई निविदा स्वीकार नहीं की जाएगी। स्पष्टीकरण हेतु जनगणना कार्य निदेशालय हिमाचल प्रदेश, से कार्यालयीन दिनों में अपराहन 3.00-4.00 बजे तक संपर्क कर सकते हैं।

  
17/12/18  
(राजेन्द्र प्रसाद)  
उप-निदेशक

प्रतिलिपि:

1. श्री ए.के. श्रीवास, संयुक्त निदेशक, भारत के महारजिस्ट्रार का कार्यालय, नई दिल्ली को इस आशय के साथ कृपया इसे ORGI Website में अपलोड कराने का कष्ट करें।

**Directorate of Census Operations,  
CGO Complex, Himadri Khand, Longwood,  
Himachal Pradesh, Shimla 171001**

No. DCO HP 15/90-XII

Dated: 17-12-2018

**NOTICE INVITING TENDER**

Online tenders are invited under Two-bid system for hiring of One Driver purely on contract basis, required for this office to drive the Staff Car Viz **Ambassador 2009 Model or other motor car** for a period of one year, from Reputed Agencies/Firms having experience of at least three years in providing services in this field to Central Govt./State Govt. Deptt., PSUs/MNCs etc.

Tender documents completed in all respect, must be uploaded on the website <https://eprocure.gov.in> before last date & time of submission of tender.

The Schedule of tender is as under:-

<b>SCHEDULE OF TENDER</b>	
Tender ID	DCO HP 15/90-XII
Name of tender	Hiring of a Driver
Date of Release of tender through e-procurement system	18-12-2018
Last date for submission of online tender	08 January,2019 up to 2:00 PM
Earnest Money Deposit required	Rs.10,000/- (Ten thousand only)
Last date of submission of EMD	08 January,2019 Till 2:00 PM
Date of opening of technical bid	09 January,2019 at 3:00 PM
Date of opening of financial bid	10 January,2019 at 3:00 PM

**Deputy Director  
Directorate of Census Operations,  
Himachal Pradesh,  
Shimla**

## **Directorate of Census Operations, Himachal Pradesh, Shimla**

### **Terms & conditions for e-tendering for hiring of driver on contract basis, required for office of the Directorate of Census Operations, Himachal Pradesh, Shimla for one year.**

Online tenders through e-procurement platform are invited for hiring of one driver on contract basis for one year. The tender must be submitted online on the website <https://eprocure.gov.in> before the last date & time of submission of tender i.e. 08 January,2019 up to 2:00 PM

### **TERMS AND CONDITIONS**

1. The Tenderer should submit online Technical bid and Financial bid.
  - A. Technical Bid- It should contain the documents mentioned in the clause 3 of terms and conditions.(Annexure-I)
  - B. Financial Bid - It should have only price/rate quoted by the bidder. (Annexure-II)
  
2. The Bidder shall submit the following documents along with technical Bid:-
  - I. Performa for Bidders particulars;(Annexure-I)
  - II. Self attested copy of PAN Card under Income Tax Act;
  - III. Self attested copy GST Registration Number;
  - IV. Self attested copy of Valid Registration No. of the Company /Firm;
  - V. Self attested copy of Valid Provident Fund Registration No;
  - VI. Self attested copy of Valid ESI Registration No;
  - VII. Audited balance sheet for preceding three financial years showing minimum annual turnover of Rs.4,00,000/-(Rupees Four lakh) & above for manpower supply in each financial year duly authenticated by a registered Chartered Accountant.
  - VIII. Proof of experience supported by documents from the concerned organizations;
  - IX. An Earnest Money/Bid Security of Rs.10,000/-(Rupees Ten thousand only ) in the form of Account Payee Demand Draft in favour of **Director of Census Operations, Himachal Pradesh, Shimla**
  - X. An Undertaking of the effect that the Agency has not been blacklisted by any of the Department/Organizations/autonomous bodies/ undertakings of the Govt. of India/State governments and no criminal case is pending against the said firm/agency,

- XI.** Experience & Past performance on similar contracts for last three financial years in Govt. departments/PSU etc.
- XII.** A statement showing total number of drivers supplied by the agency during last three financial years
- 3.** The bidder must have an experience and past performance of similar contracts for supply of drivers for at least three financial years in Govt. Departments /PSUs etc. Copies of orders should be submitted along with the tender.
- 4.** Earnest money / bid security will not be accepted in the form of Cash/Money order. The bid security shall remain valid for a period of three months. The EMD/Bid Security of Rs.10,000/- in the form of Account Payee Demand Draft, **Directorate of Census Operations, Himachal Pradesh, Shimla**, must be submitted physically/by Post in this office before 2.00 PM on 08.01.2019.
- 5.** The tender must be submitted online on the website <https://eprocure.gov.in> before last date & time of submission of tender i.e. 08 January,2019 up to 2:00 PM. Tenders will not be accepted if sent by post or any other medium, under any circumstances. Technical Bid of all the tenderer will be opened online on 09.01.2019 at 3:00 PM in the chamber of Joint Director, Directorate of census operation, Himandri khand , Long wood Shimla, Himachal Pradesh in the presence of bidder or their authorized representatives, who wish to be present on the occasion along with respective authorization letter. The evaluation of Financial Bids of the technically qualified bidders shall be opened on 10/01/2019 at 3.00PM.
- 6.** Each and every document up-loaded along with bid should be signed by the Prop./partner/Authorized signatory (in case Pvt. Ltd. firm) and same should be up-loaded along with bid.
- 7.** Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the tenderer directly or indirectly in any manner whatsoever.
- 8.** The rates quoted should be inclusive of all taxes/ levies/duties .
- 9.** The Purchase Committee nominated by the Competent Authority to assess eligibility will carry out the evaluation of the bids.
- 10.** The rates shall be valid for one-year with effect from the date of offer of acceptance of the tender and may be extendable, if required, by mutual agreement for a period not more than one year on same terms and conditions.

- 11.** Successful bidders/tenderers will have to submit Performance Security of Rs.25,000/-(Twenty Five Thousand only) in the form of Account Payee Demand Draft from a commercial bank in favour of **Directorate of Census Operations, Himachal Pradesh, Shimla** Along-with a signed contract/agreement in format given in Annexure-III on Stamp paper of Rs.100/- (paid by tenderer) within 07 days from the date of finalization of the tender to provide driver at the approved rates up to the validity of tender. The earnest money draft submitted along-with tender document will be returned by the department on receipt of said performance security and duly signed contract/agreement for providing driver. The performance guarantee shall remain valid for a period of sixty days beyond the date of completion of contract period.
- 12.** The tenderer shall provide the driver within two week from the date of receipt of the order or as desired in the order, failing which EMD as well as Performance Security submitted by the firm shall be forfeited.
- 13.** The Director, Directorate of Census Operations, Himachal Pradesh, Shimla reserves the right to cancel the tender or to withhold payment in the event of non-commencement or unsatisfactory performance by the tenderer. In such eventuality, the Director, Directorate of Census Operations, Himachal Pradesh, Shimla further reserves the right to get the work done from open market at the cost of the contractor. Tenderer may be black listed by the Government for a period of three years to participate in any type of tender & his security money shall also be forfeited.
- 14.** If any information furnished by tenderer is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the security deposit is liable to be forfeited including black listing of agency.
- 15.** The tenderer shall indemnify the Department against all damages/charges and expenses for which the Government may be held liable to pay on account of the negligence of the tenderer/drivers provided by him or any person under his control whether in respect of accident, injury to the person or damages to the property of this department or any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
- 16.** Willing Agencies/firms are requested to visit website <https://eprocure.gov.in> for detailed information and may inquire at phone No.0177-2651482 for any clarification .

- 17.** In the event of specified date of opening of tender is declared as a holiday, the tender shall be opened at the same place and same time on next working day.
- 18.** The contractor shall not replace the driver at random. This shall be done with the prior approval of the department and full particulars of personnel so deployed shall be given to department immediately. The driver should not face any criminal/FIR charges and having fair character.
- 19.** The contractor shall be liable to make substitute arrangements in case of the absence of the driver. Similarly, the contractor shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account. No leave shall be permitted to the driver unless the Contractor provides suitable substitute without any extra payment.
- 20.** The duty of the driver will be five days in a week. The driver may be called on holidays also if required. Duty hours shall be determined by the department/Government as per requirement and necessity.
- 21.** The contractor shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour (R&A) Act, other labour Laws/Act/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/or any other laws applicable, by the Contractor, there will not be any liability on part of Department/Government. The contractor must submit, along with monthly bills the proof of having deposited Service Tax/PF/ESI or any other government dues with the concerned authorities.
- 22.** The bid which does not give the bifurcations of total charges in given format in Price Bid (Annexure-II) shall summarily be rejected. The bid should comply with the government rules and regulations relating to minimum wages and other labour laws, failing which it will be summarily rejected
- 23.** No enhancement will be considered during the contract period.
- 24.** The driver must possess the valid Driving license with three year's experience and should be 21-45 years of age.
- 25.** The driver supplied shall be responsible for up keeping, maintenance, cleaning and servicing of vehicle on day to day basis. The driver shall also be responsible to maintain and up-date log book and

fuel records of the vehicle on daily basis. In case of any default, the erring driver shall be immediately removed by the department.

- 26.** The Department/Government will be under no legal obligation to provide employment to any of the driver of the contractor after expiry of tender/agreement/contract period and the Department/Government recognizes no employer-employee relationship between Department/Government and the personnel deployed by the contractor.
- 27.** The Department/Government shall not be held responsible financially or otherwise for any injury to the driver in the course of performing the functions/duties as per this tender.
- 28.** The Department/Government shall not pay any over time allowance (OTA) to the driver provided by the Contractor in any case. The hiring of driver from firm shall be purely on outsourcing basis and no claim shall be admissible as per staff car rule of said hiring.
- 29.** The Contractor will have to provide the replacement of Driver in case of any eventuality. The Department has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
- 30.** The payment towards the contract will be made on monthly basis to the contractor only . For this purpose the contractor will have to submit bills in the name of Directorate of Census Operations, Himachal Pradesh, Shimla.
- 31.** The character and antecedents of the Driver is to be got verified from the Police authority by the contractor and the same must be submitted to the department.
- 32.** Medical fitness certificate in respect of the Driver from a qualified MBBS Doctor must also to be submitted by the contractor to the Department.
- 33.** The Director, Directorate of Census Operations, Himachal Pradesh, Shimla reserves the right to terminate the tender at any time without assigning any reasons.

**Deputy Director, Directorate of census operation, Himachal Pradesh, shimla**

All the terms & conditions (Sl.No.1 to 33) are accepted and binding on me/us

(Signature of the Tenderer)  
(Rubber Seal)

**ANNEXURE-I**

**Directorate of Census Operations,  
Ministry of Home Affairs,  
CGO Complex, Himadri Khand, Longwood,  
Himachal Pradesh, Shimla 171001**

**PERFORMA FOR TECHNICAL BID FOR HIRING OF DRIVER ON CONTRACT  
BASIS FOR ONE YEAR**

Name of the firm : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Name & Address of Prop./ : \_\_\_\_\_  
 Partner/Authorized signatory : \_\_\_\_\_  
 (in case of Pvt. Ltd. firm)

S.No.	Name of desired Documents	Whether copy of desired certificate/ documents are enclosed
1	Valid registration certificate of the Firm/Company (attach self- attested copy of the certificate)	
2	Valid PAN No. of the company/Firm ( attach self attested copy of the PAN Card)	
3	Valid ESI No. of company/Firm (attach self attested copy of the certificate)	
4	Valid PF registration No. of company/Firm (attach self attested copy of the certificate)	
5	Valid GST registration No. (attach self attested copy of the certificate)	
6	Bank Draft for Rs.10,000/- in favour of Directorate of Census operation, Himachal Pradesh, Shimla as Earnest Money.	
7	Audited Balance Sheet showing minimum annual turnover of Rs.4,00,000/- and above for manpower supply, each year for the last three years.	
8	Undertaking that their firm/agency is not declared black listed by any Govt./Authority/Department/Autonomous Body of state/Central Govt.	
9	Letter of Authorized Signatory	
10	Experience & Past performance on similar contracts for supply of drivers for last three financial years in Govt. departments/ PSU etc	

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of tenderer)  
(Rubber seal)



**ANNEXURE – II**

**Directorate of Census Operations,  
Ministry of Home Affairs,  
CGO Complex, Himadri Khand, Longwood,  
Himachal Pradesh, Shimla 171001**

**Price- Bid**  
**Rate per driver per month to be quoted:-**

Sl. No.	Designation	Wages	Employer's Contribution towards ESI	Employer's Contribution towards PF	Any other Charges/Taxes etc.	Total charges per driver per month including all taxes/duties/levies (in Rs.)
	(1)	(2)	(3)	(4)	(5)	(6)
						Sum of 2+3+4+5
1.	Driver (LMV/car)					

**Note :-**

1. The bid which does not give the bifurcations to total charges in above format shall summarily be rejected.
2. The bid should comply with the government rules and regulations relating to minimum wages and other labour laws, failing which it will be summarily rejected.

**ANNEXURE-III**

**AGREEMENT**

This agreement is made at Shimla on ..... Day of .....2019 for a period of one year from the date of signing of this agreement between the **Directorate of Census Operations, CGO Complex, Himadri Khand, Longwood, Himachal Pradesh, Shimla 171001** herein after referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the one part

And

M/s \_\_\_\_\_ through its Proprietor/Partner/Director

\_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WEREAS the office of the **Directorate of Census Operations, CGO Complex, Himadri Khand, Longwood, Himachal Pradesh, Shimla 171001** required driver on hiring basis to run the official vehicle of the **Directorate of Census Operations, CGO Complex, Himadri Khand, Longwood, Himachal Pradesh, Shimla 171001**

AND WHEREAS M/s \_\_\_\_\_ has agreed to provide the driver @ \_\_\_\_\_/- PM inclusive of all taxes Rs.\_\_\_\_\_/duties/levies for a period of one year from the date of signing of this agreement as per requirement.

## **TERMS AND CONDITIONS**

1. The second party shall truly and faithfully carry on the said job as is done by the service provider in proper manner for whole period of one year.
2. The Second Party shall provide 3 years experienced certificate, valid commercial license holder drivers of 21-45 years of age in the office of **Directorate of Census Operations, CGO Complex, Himadri Khand, Longwood, Himachal Pradesh, Shimla 171001**. The drivers will be attached with the senior officers. The duty of the driver will be five days in a week. The driver may be called on holidays also if required. Duty hours shall be determined by the department/Government as per requirement and necessity. No over time shall be claimed for extra hours of work. In case of emergency, the driver has to attend the office on holidays and even public holidays. If the driver are on leave, substitute driver will be provided by the second party. In any circumstances, the vehicles attached with the driver will not be let without driver.
3. No enhancement will be considered during the contract period.
4. The second party shall not assign this agreement to any other party.
5. The second party will provide the driver under the acknowledgement of the firm and will abide the orders of the officer appointed by the competent authority. The drivers will abide by the orders of the Competent authority.
6. The rates shall be valid for one-year with effect from the date of Agreement and may be extendable, if required, by mutual agreement.
7. If any information furnished by second party is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the security deposit is liable to be forfeited.
8. The second party shall not replace the driver at random. This shall be done with the prior approval of the department immediately.
9. The second party shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, GST, Bonus, Gratuity, Contract

Labour ( R & A) Act, and other Labour Laws/Act/Rules in force from time to time at its own cost. In case of violation of such statutory provisions under Labour Laws and/ or any other laws applicable, by the contractor, there will not be any liability on part of Department/Government.

10. The Contractor/Second Party shall deposit performance security within 7 days of receipt of 'Letter of Offer' for an amount of Rs. 25,000/- in the form of an account payee DD from a commercial bank in favour of Director of Census Operation, Shimla , Himachal Pradesh, **payable** at Shimla. The performance guarantee shall remain valid 60 days beyond the contract period.
11. The department will be under no legal obligation to provide employment to the driver employed by the Contractor after expiry of tender/agreement/contract period.
12. The **Director, Directorate of Census Operations, CGO Complex, Himadri Khand, Longwood, Himachal Pradesh, Shimla 171001.** reserves the right to terminate the contract at any time without assigning any reason. The tender/contract/agreement shall come to an end without prejudice to any right remedy that may be accrued to the contractor.
13. All the terms and conditions of the tender document shall be binding on the contractor. If any terms and condition is violated by the contractor, the performance security shall be forfeited, besides blacklisting may be done.

### **INDEMNITY**

The service provider shall provide indemnity to the department for any illegal acts carried out by the manpower (Driver) supplied. The service provider shall be the employer for all purposes in respect of the manpower (driver) so provided and he shall be responsible for and shall ensure implementation of labour and industrial laws etc and to pay the salary latest by 10<sup>th</sup> of the following month to his employees deployed in the department. He will bear any liability arising out his failure to implement any of the legal provisions.

### **PAYMENT TERMS**

The payment towards the contract will be made on monthly basis to the contractor. For this purpose the second party will have to submit bill in the name of first party and payment shall be made by it within 30 days from the receipt of bill.

**THE AGREEMENT**

This document signed by both the parties shall constitute the entire agreement binding on both the parties. All the terms and conditions of tender document shall form part of this agreement.

This agreement has been executed in the English Language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, the month and the year first above written.

Signature of the Contractor  
(Second Party) With seal

**Witness**

Name \_\_\_\_\_  
Address \_\_\_\_\_

**Witness**

Name \_\_\_\_\_  
Address \_\_\_\_\_

For and on behalf of the  
**Director, Directorate of Census Operations,  
CGO Complex, Himadri Khand, Longwood,  
Himachal Pradesh, Shimla 171001.**

(Department) First Party With seal











