

**PART-I**  
**ELIGIBILITY PARAMETERS.**

1.	Name of the Organization / Firm applying for providing outsourcing services.	
2.	Postal Address	
3.	Telephone / Fax / Mobile No. of the Organization / Firm.	
4.	Status of the Organization/Firm (whether Private or Public Sector undertaking or Sole Proprietor or Partnership or co-operative society etc.) The tender should attach a resolution passed by the Executive Body authorizing the specific officer / partner for signing the documents.	
5.	Name of person to be contacted.	
6.	Whether the tenders possessed the requisite experience, if yes, give details separate sheet be attached, if needed.	
7.	Particulars of Licence obtained from Labour/Home Department of the State/UT (attested copy of the document to be attached).	
8.	Details of PAN/TAN No. obtained (attested copy of the documents to be attached).	
9.	The details of Service Tax No. allotted to organization/firm. (Copy of document to be attached).	
10.	Details of Registration with the authorities in ESI/EPF/PPF Departments.(attested copy of the document to be attached).	
11.	Financial resources, assets in terms of tender's property. (Moveable and Immovable) held on the date of submission of tender (Latest audited balance sheet is also be attached)	
12.	details of earnest money.	
13.	Declaration in the form of Affidavit that the individual / firm / organization including its partners and share holders was not black listed / prosecuted by any Departments / Statutory Bodies or by any Court of Law, is to be attached.	

Place :

Signature of Tenderer  
Name of Tender with  
Seal of the firm

Date :

**LUMP SUM RATES TO BE QUOTED FOR HIRING OF TWO TAMPO ALONG  
WITH DRIVER TO CARRIED OUT ACTIVITIES OF FOGGING AT VARIOUS  
LOCATIONS OF DAMAN DISTRICT INCLUDING WAGES, EPF, EST, SERVICE  
TAX, ADMINISTRATIVE CHARGES ETC.**

**ANNEXURE "A"**

Sr. No.	Particulars	2 Tempo alongwith 2 Driver to be deployed	Period of Outsource	Rates to be quoted with Fuels, all charges/taxes etc. per month per Driver in (Rs.)
1.	4 Wheeler Tempo along with Driver	02	One Year	

**TECHNICAL REQUIREMENT FOR PERSONNEL TO BE DEPLOYED BY THE  
SUCCESSFUL COMPANY/FIRM/AGENCIES.**

**DRIVERS :-**

1. The Driver should be at least Matriculate from a recognized Board / University and should not be less than 20 years.
2. He should have a valid 4 wheeler driving license.
3. He should have the mechanical knowledge of rectifying minor repairs of the vehicle being driven by him.
4. He should able to write and speak the Gujarati, Hindi language.
5. He should be having more than two years experience in driving.
6. He should be work 12.00 noon to 8.00 pm., in shift OR as directed by their superior.

Place :

Date :

Signature of Tenderer  
Name of Tender with  
Seal of the firm

**ADMINISTRATIN OF DAMAN AND DIU  
OFFICE OF THE DY. DIRECTOR, (NVBDCP)  
MOTI DAMAN.**

No.NVBDCP/DMN/OUTSOURCE - DRIVER /2011-12/

Dated : 25/08/2011

**TERMS AND CONDITIONS**

1. The service providers' person shall not claim any benefit / compensation / absorption / regularization of service with office under the provision of Industrial Disputes Act,. 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
2. **The period of outsource is initially period of one year from the date of commencement and further renewal for the period of one year but not extending 3 years subject to satisfaction of work performance and same rates.**
3. The person deployed shall not claim any Master-Servant relationship against this office. The service provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department.
4. The persons supplied by the agency should not have any adverse Police records / criminal cases against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they are recommending. The Health Department may dismiss or remove any person or persons, employed by the service provider, who may be incompetent or his/her/their misconduct and service provider shall forthwith comply with such requirement.
5. All the persons engaged by the service provider should be healthy, physically fit and free from communicable diseases. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the department including wages and other statutory liabilities and benefits such as PF, EST etc. available to the employees under Labour / Minimum Wages Act.
6. The service provider shall be responsible for the attendance of their staff in the department. In case of any staff of the agency remain absent or granted leave by them , they will sent/arrange substitute otherwise twice of rate per person per day as accepted will be deducted from the bill of the agency.
7. The service provider has to provide uniforms and the Photo Identity Cards to the persons employed by him/her during the office hours. These cards are to be constantly displayed.
8. The service provider shall provide substitute immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
9. Office shall not be liable for any loss, theft, burglary or robbery of any personal belonging equipment or vehicles of the personnel of the service provider.
10. The deployed personnel should be polite, positive and efficient, while handling the assigned work and their actions should promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
11. The service provider shall not assign, transfer, pledge or sub-contract the performance of services without the prior written consent of this office.
12. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this office shall be forfeited by this office.
13. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their account by paying them all their

- legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
14. The person deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters as all are of confidential / secret nature.
  15. The service provider shall ensure deployment of suitable people from proper background after collecting proofs of identity like driving licences, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons whatsoever immediately on receipt of such request.
  16. The character and antecedents of such personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to this office. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
  17. The service provider shall engage the necessary person as required by the office from time to time. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month incident upon this contract. Also compliance of statutory obligations such as Minimum Wages Act, 1948 shall be responsibility of the firm solely.
  18. The working hours would be normally for Driver from 12.00 Noon TO 8.00 PM including 30 minutes lunch break at 1.30 pm., from Monday to Saturday, working hours or as directed by their superior. However, in exigencies of work, they may be required to work late and the personnel may be called on Sunday and other Gazetted Holiday, if required.
  19. The transportation, food, medical and other requirements i.e. statutory or whatsoever in respect of each personnel of the service provider shall not be borne by this office.
  20. In case of any theft or loss of property due to negligence or carelessness of your personnel, firm will be fully responsible and it will have to make good of the losses so incurred to this office otherwise the same will be deducted from the security deposit to be deposited by you.
  21. The service provider will submit the bill in triplicate in the first week of the following month for payment.
  22. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
  23. Payment to the service provider would be strictly on certification by the officer with whom he/she attached with that his/her services were satisfactory and attendance.
  24. The service provider shall be contactable at all times and messages sent from the office to the service provider shall be acknowledged immediately on receipt on the same day.
  25. The successful bidder should furnish a Security Deposit equivalent to 10% of contract amount in form of FDR of Nationalized Bank of one year validity in favour of Dy. Director, NVBDCP, Daman. This office will not pay any interest on the earnest money / security deposit against the contract in its custody.
  26. The agency will be responsible for the payment of statutory liabilities such as PF and other charges etc. if any, in respect of persons deputed in the department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
  27. Income Tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross amount) of the agency.
  28. All payment made by the Department shall be after deduction of tax at sources wherever applicable as per the provisions of Income Tax Act.

29. The agency will have to deposit earnest money of Rs.10,800/- with the tender in favour of Director, Medical & Health Services in shape of Demand Draft or FDR of any Nationalized or Scheduled Bank payable at Daman Branch.
30. The agency will be responsible for obtaining a licence / renewing the licence as the case may be, from the Licencing Authority under the Contract Labour (Regulation and Abolition) Act, 1970 and the department shall not be responsible for any damage / losses on this account.
31. In case the service provider discontinues the contract before the expiry of the period his security shall be forfeited.
32. The service provider shall at all times indemnify and keep indemnified the department against any claim on account of disability / death of any of its personnel caused while providing the services within / outside the site or other premises of the department which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the service provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the service provider or not, who provided or provides the service at the site or any other premises of the department shall be as provided hereinbefore.
33. The service provider shall at all times indemnify and keep indemnified the department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the department's premises or before and after that.
34. Subject to Daman Jurisdiction.

**(Dr. K. G. Rathod)**

Dy. Director,  
NVBDCP, Daman & Diu,  
Daman

Place :

Signature of Tenderer

Date :

Name of Tender with

Seal of the firm

NOTE : Please return one copy of this terms and conditions duly sign with seal of firm along with tender.

**ADMINISTRATIN OF DAMAN AND DIU  
OFFICE OF THE DY. DIRECTOR, (NVBDCP)  
MOTI DAMAN.**

No. NVBDCP/DMN/OUTSOURCE - DRIVER /2011-12/  
Dated : 25/08/2011

**TENDER NOTICE**

The Dy. Director, (NVBDCP), Daman intends to outsource the Driver at Daman District.

Sr. No.	Particulars	Minimum No. of Tempo and Driver to be deployed.	Period of outsource
1.	4 Wheeler Tempo alongwith Driver	02	One year

Sealed tenders are invited on behalf of President of India by the Dy. Director, (NVBDCP) Daman from the registered manpower service providers having at least three years experience in the related field and valid license from Labour Department of the State / Union Territory and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned departments of the Government. The activities as a whole will be outsourced for which necessary manpower will be provided by the tenderer and it will be the responsibility of the outsourcing agency to ensure that the manpower provided by them cater to the entire area. The Driver to be provided by the agency should be having a working knowledge and experience of the job.

**The tender form along with terms and conditions can be had on cash payment of Rs. 200/- (non-refundable) from the office of the Dy. Director, (NVBDCP), Moti Daman during the office hours upto 25/08/2011 at 11.00 a.m.** The tender form along with terms and condition can also be had downloading from the official website [www.daman.nic.in](http://www.daman.nic.in) and can submit the same along with tender in form of Demand Draft of any Nationalized / Scheduled Bank to be drawn in favour of Dy. Director, (NVBDCP), Daman.

The tender is to be submitted in envelope superscribing on envelope **TENDER FOR DRIVER** along with required E.M.D and **should reach to this office on or before 25/08/2011 upto 12.30 p.m.** and the same will be opened on the same day at 3.30 p.m. if possible before the Committee and in the presence of tenderers/representative of tenderers who may like to be present. The EMD is Rs.10,800/- (Rupees Ten Thousand Eight Hundred only) in form of Demand Draft of Nationalized/Schedule Bank in favour of Dy. Director, (NVBDCP) payable at Daman Branch.

The right of accept or reject any tender in part or whole without assigning any reasons is reserved by the tender inviting officer/committee.

**(Dr. K. G. Rathod)**  
Dy. Director  
NVBDCP, Daman & Diu,  
Daman