

**ADMINISTRATIN OF DAMAN AND DIU  
DIRECTORATE OF PROSECUTION,  
COURT BUILDING, FORT AREA,  
DAMAN & DIU,  
DAMAN.**

No. DoP/DMN/OUTSOURCING/2016-17/ 6 &

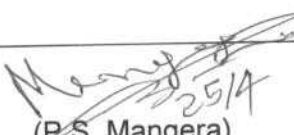
Dated : 25 /04/2016.

**E-TENDER (ON LINE) NOTICE**

The Director, Directorate of Prosecution, Daman and Diu, Daman on behalf of President of India, invites tender to outsource the manpower i.e. Junior Stenographer, Driver and Multi Tasking Staff through on-line on <http://daman.nprocure.com> from registered manpower service providers having at least three years experience in the related field and should have a valid license from Labour & Employment Office, Daman and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned departments of the Government. The tender notice also available on [www.daman.nic.in](http://www.daman.nic.in)

Sr. No.	Name of Post	Estimated cost	EMD (in the form of FDR)	Tender Fees (Non-refundable)
1.	Junior Stenographer – 01 Post	Rs.6,48,000	Rs.30,000/-	Rs.500/-
2.	Driver – 01 Post			
3.	Multi Tasking Staff – 01 Posts			

Last date of downloading of on line tender documents: <b>Upto 13/05/2016 by 12.00 hours.</b>
Last date of Submission of Tender bid in hard copy: <b>Upto 13/05/2016 by 13.00 Hours.</b>
Last date of submission of online tender document: <b>Upto 13/05/2016 by 15.00 hours</b>
Opening of Technical Bid submitted in hard copy : <b>On 13/05/2016 by 15.30 hours</b>
On line opening of Price Bid : <b>If possible on 13/05/2016 at 17.00 hours</b>
Bidders have to submit price bid in Electronic Format only on <a href="http://www.nprocure.com">www.nprocure.com</a> till the last date and time for submission. Price Bid in physical format shall not be accepted in any case.
Submission of tender fees in the form of DD, EMD in the form of DD/FDR of Nationalised bank <b>drawn in favour of the Director (Prosecution), Directorate of Prosecution, Court Building, Fort Area, Moti Daman</b> and other supporting documents i.e. copy of valid licence from competent authority, copy of VAT/ST/ Service Tax Registration and copy of PAN/TAN of Income Tax etc., and terms and conditioned duly signed in hard copy to the undersigned by RPAD/Speed Post / by hand <b>on or before 13/05/2016 upto 13.00 hours</b> , however, Tender Inviting Authority shall not be responsible for any postal delay.
The tender inviting authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.
Bidders shall have to post their queries on E-Mail address : <a href="mailto:Dop-dd@nic.in">Dop-dd@nic.in</a> on or before dated <b>13/05/2016</b> upto 10.30 hours.
In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office. “(n) Code Solution – A division, GNFC Ltd.”, 403, GNFC Info Tower, Bodakdev, Ahmedabad-380054, Gujarat (India). E-Mail- <a href="mailto:nprocure@ncode.in">nprocure@ncode.in</a> Fax: + 917926857321 Website : <a href="http://www.nprocure.com">www.nprocure.com</a>

  
(P.S. Mangera)  
Director(Prosecution)  
DAMAN



**ADMINISTRATIN OF DAMAN AND DIU  
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**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.	<b>The period of outsource is initially for a 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.</b>
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 Directorate of Prosecution, Daman 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 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 contractor shall have to offer unconditional bid / tender in the tender from itself. Any bid / tender with conditions shall be summarily rejected.
9.	The firm must have their representative office in the U.T. of Daman & submit the complete address proof of the same.
10.	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.
11.	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.
12.	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.
13.	The service provider shall not assign, transfer, pledge or sub-contract the performance of services without the prior written consent of this office.
14.	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.
15.	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.

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16.	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.
17.	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.
18.	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.
19.	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. The salary paid as per Minimum Wages Act has to be deposit by RTGS to the personal accounts.
20.	The working hours would be normally for Junior Stenographer from 9.30 am to 6.00 p.m. from Monday to Friday or as directed by their superior. Drivers and Multitasking staff would be 8 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 Saturday & Sunday and other Gazetted Holiday, if required.
21.	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.
22.	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.
23.	The service provider will submit the bill in triplicate in the first week of the following month for payment.
24.	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.
25.	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.
26.	As per Minimum Wages Act the copy of <u>Provident Fund Challan</u> paid should be attached with monthly bill submitted to the department. Attendance will marked on Biometric/ Register attendance system and bill will be made as per attendance of biometric strictly.
27.	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.
28.	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 Director, Directorate of Prosecution, Daman. This office will not pay any interest on the earnest money / security deposit against the contract in its custody.
29.	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.
30.	Income Tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross amount) of the agency.
31.	All payment made by the Department shall be after deduction of tax at sources wherever applicable as per the provisions of Income Tax Act.
32.	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.

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33.	In case the service provider discontinues the contract before the expiry of the period his security deposit shall be forfeited.
34.	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.
35.	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.
36.	The final tender cost will be accepted on total price offered (on part-II price bid).
37.	Subject to Daman Jurisdiction.

  
 (P.S. Mangera)  
 Director (Prosecution)  
 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  
DIRECTORATE OF PROSECUTION,  
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DAMAN.

E-TENDER DOCUMENTS FOR PROVIDING OUTSOURCING SERVICES TO THE DIRECTORATE OF PROSECUTION,  
DAMAN


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

Sr. No.	Particular	To be filled by the agency
1.	Name of the Organization / Firm applying for providing outsourcing services.	
2.	Postal Address	
3.	Telephone / Fax / Mobile No. of the Organization / Firm.	
4.	Name of person to be contacted.	
5.	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.	
6.	Tender Fee (Non refundable) 1. Amount 2. DD / Bank Draft No. 3. Date 4. Issuing Bank	
7.	Details of EMD 1. Amount 2. DD / Bank Draft No. 3. Date 4. Issuing Bank	
8.	Whether the tenders possessed the requisite experience, if yes, give details separate sheet be attached, if needed.	
9.	Particulars of Licence obtained from Labour & Employment Exchange Office, Daman (attested copy of the document to be attached).	
10.	Details of PAN/TAN No. obtained (attested copy of the documents to be attached).	
11.	The details of Service Tax No. / VAT Account No. allotted to organization/firm. (Copy of document to be attached).	
12.	Details of Registration with the authorities in ESI/EPF/PPF Departments.(attested copy of the document to be attached).	
13.	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)	
14.	Details of earnest money.	
15.	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 :

Date :

Signature of Tenderer  
Name of Tender with  
Seal of the firm

  
(H. S. Mangera)  
Director of Prosecution  
Daman and Diu (U.T.)  
Daman.



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**PART – II (PRICE BID)**

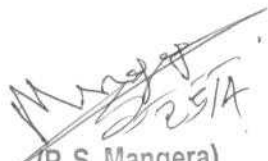
( As per Basic rate of wages under minimum wages act, 1948 of U.T. of Daman & Diu)

Sr.No.	Particulars	No. of Staff Required.	Rate per person per Month	Total Rate Per Month(Rs.)
1	Junior Stenographer	01		
2	Driver	01		
3	Multi Tasking Staff	01		
4	Total of 1 to 3			
5	EPF @ 13.61% of Sr. No.4			
6	Bonus @ _____ % of Sr. No.4			
7	Work Compensation Policy			
8	Other Liabilities			
9	Total of Sr.No.4 to 8			
10	Service Charges _____ % of Sr.No.9			
11	<b>TOTAL OF Sr. No. 9 &amp; 10 (for consider as lowerst)</b>			
12	Service Tax @ _____ % of Sr. No.11			
13	<b>GRAND TOTAL of bill /invoice Sr. No. 11 &amp; 12</b>			

Please note that, for finalization of contract, the Tenderer whose Grand Total of Sr. No 11 above are the lowest comparison to other Tenderes will be considered as the Lowest Tenderer.

1	Final amount of bill will be including of Service Tax or any such other taxes.
2	Amount of Service Tax or any such other taxes will as per applicable rate will have to include in Gross amount of the bill. However, amount of such tax will be deposited by service receiver / provider separately as the case may be.



  
 (P. S. Mangera)  
 Director of Prosecution  
 Daman and Diu (U.T.)  
 Daman.



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

**Junior Stenographer :-**

1. **Education Qualification** : XIIth Passed or equivalent from recognized board or University.
2. Certificate of Short hand at the speed of 80 words per minute.
3. Certificate of Typing Speed of 30 w.p.m in English from any institute.
4. Certificate of having completed a computer course of at least 3 months "Windows and MS-Office from any institute
5. Age : Above 18 years.
6. Knowledge of English, Hindi and Gujarati language.

**DRIVERS :-**

1. He should be at least Matriculate from a recognized Board / University.
2. Age : above 18 years.
3. He should have a valid 4 wheeler driving license.
4. He should have the mechanical knowledge of rectifying minor repairs of the vehicle being driven by him.
5. He should able to read Gujarati, Hindi language.
6. He should be having more than two years experience.
7. He should be work 8 hrs., in shift OR as directed by their superior.


**MULTI TASKING STAFF :-**

1. The candidate should be at least 10<sup>th</sup> passed with 50% marks from a recognized Board / University.
2. Age : Above 18 years.
3. He should be a multi-skilled i.e. capable of performing the different type of works i.e. Physical Maintenance of records of the section, General cleanliness & upkeep of the section / unit, carrying of files and other papers within the building, Photocopying, other non-clerical work in the section / unit, assisting in routine office work, delivering of dak, opening and closing of rooms, cleaning of rooms, dusting of furniture etc. cleaning of building, fixtures etc. including driving of vehicle with valid driving licence.
4. He should able to read Gujarati, Hindi language.
5. He should be having more than two years experienced.

Place :

Date :

Signature of Tenderer  
Name of Tender with  
Seal of the firm

  
(P. S. Mangera)  
Director of Prosecution  
Daman and Diu (U.T.)  
Daman.