

DISTRICT AND SESSION COURT, FORT AREA, MOTI DAMAN DAMAN (U.T.)
TENDER NOTICE NO. 02 / 2016

The Principal District and Session Judge, Daman invites on behalf of Hon'ble High Court, of Bombay the sealed tender to oursource the manpower i.e. Peons and Sweeper from registered manpower service provides 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 department of the Government.

S. S. M.
16.6.16

Civil Judge (SD)
Chief Judicial Magistrate
Daman

DISTRICT AND SESSION COURT,
DAMAN.

No. PDSJ/DMN/

/2016-17

Dated : /06/2016.

E-TENDER (ON LINE) NOTICE

The Principal District and Session Judge, Daman on behalf of President of India, invites tender to outsource the manpower i.e. Peons and Sweeper 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

Sr No	Name of Post	Estimated cost	EMD (in the form of FDR)	Tender Fees (Non - refundable)	Time Allowed	Last Date and Time of Receipt of Application	Time and Date of Receipt & Opening of Tender
1.	Peons-04	Rs. 5,00,000/-	Rs. 15,000/-	Rs. 500/-	20 Days	11-07-2016	13-07-2016
2.	Sweeper-02						

Blank Tenders will not be supplied by post.

Earnest Money should be deposited along with application seeking issue of tender document in Deposit at call receipt of a Schedule Bank / Fixed Deposit receipt of Schedule Bank (Single FDR Shall be accepted only if it is valid for Six Months. 180 Days or more after the last date of receipt of tender) issued in favour of **Principal District and Sessions Judge**, Fort, Area, Moti Daman, Daman – 396210 (U.T.)

The tender notice also available on www.daman.nic.in

Right to accept or reject any or all the tenders without assigning any reason thereof is reserved by the undersigned.

SDM
16.6.16
Civil Judge (SD) and
Chief Judicial Magistrate,
Daman

Copy forwarded to

1. The Hon'ble Admisistrator, U.T. of Daman & Diu, Secretariat, Daman
2. The Law Secretary U.T. of Daman and Diu , Secretariat, Daman.
3. The District Informatics Officer, National Informatics Center, Secretariat, Daman for Publication on web side.
4. Notice Board.

**DISTRICT AND SESSIONS COURT,
MOTI DAMAN, DAMAN**

No. PDSJ/DMN/

/2016-17

Dated : /06/2016.

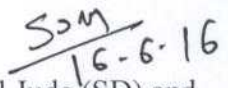
TERMS AND CONDITIONS

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 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.
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.
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 ever 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 1.30 pm. & 2.30 p.m. 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 or 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.

	for any damage / losses on this account.
33.	In case the service provider discontinues the contract before the expiry of the period his security 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

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.


 Civil Jude (SD) and
 Chief Judicial Magistrate,
 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.