**TENDER No.: Security Guard / 2013 / 03**

**Price: `200/-**

**SURVEY OF INDIA**

**TAMIL NADU, PUDUCHERRY & ANDAMAN & NICOBAR**

**ISLANDS GEO-SPATIAL DATA CENTRE**

**CHENNAI – 600 032**



**CONTRACT FOR PROVIDING SECURITY SERVICES**

**AT**

**TNP&ANI GDC, SURVEY OF INDIA,CHENNAI-32**

**TO BE SUBMITTED BY: 27 August 2013 (1500 hrs)**

**SURVEY OF INDIA**

**DEPARTMENT OF SCIENCE AND TECHNOLOGY**

**GOVT. OF INDIA**

**CONTRACT FOR PROVIDING SECURITY SERVICES**

 Sealed tenders are invited from security agencies on prescribed proforma for providing security services on contract basis for the Directorate of Survey of India as per details furnished below:-

**1.0. PARTICULARS OF THE TENDER**

a) Designation and address of the authority : The Director,

 Inviting tender Tamil Nadu, Puducherry

 Andaman & Nicobar

 Geo-Spatial Data Centre,

 Survey of India,

 Upper Ground Floor,

 Block-III, Electronics Complex,

 Thiru.Vi.Ka Industrial Estate,

 Guindy, Chennai – 600 032

b) Place of duty : Office premises and/or SOI Site at

 Perungudi

c) Tender No. : Security Guard / 2013 / 03

d) Last date and time of receiving tenders : **27 August 2013(1500 hrs)**

e) Date and time for opening tenders : **27 August 2013 (1530hrs)**

f) Total number of pages of Tender Document : 15 (including cover page)

**2. DESCRIPTION OF DUTIES**

To provide security services for the protection of life and property against theft, pilferage, fire, encroachment etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register, Checking of gate passes and allowing the exit of material accordingly.

|  |  |
| --- | --- |
| Sl.No. | Description |
| 1. | Security Guard | : | 3 personnel for 7 months |
| 2. | Duty hours | : | 6 am to 2 pm Shift 1 – 1 person 2pm to 10 pm Shift 2 – 1 person10 pm to 6 am Shift 3 – 1 person |
| 3. | Weekly Off | : | 1 (The rate may include reliever charges) |
| 4. | Requirements | : | The Security Guard provided by the Security Agency: a) Should be a citizen of India b) Has completed 18 years of age but not attained the age of 55 years c) His character and antecedents are satisfied in the prescribed manner (Copies of Character & Police Antecedent Verification should be submitted, If selected)d) Fulfills such physical standards as may be prescribed e) Not a person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while servicing in any armed forces of the Union, State Police Organizations, Central or State Govt. or in any private security agency.  |
| 5. | Preference | : | Preference will be given to agencies who will arrange the security guards who have served as members of Army / Navy / Air Force or any other armed forces of the Union / Police including armed constabularies of States / Home Guards. |

**3. Qualifying Conditions**

Security Agencies with an annual turnover of `10 Lakhs and more for security work, holding valid license under contract Labour (Regulation& Abolition) Act, 1970, registered with EPFO, ESIC, having Service Tax registration and successfully carried out at least three security contracts during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies may submit their tenders with the following details:

* Attested registration certificate of Security Agency issued by the appropriate authority.
* Attested copy of valid labour license from the Regional Labour Commissioner for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.
* Attested copy of valid Service Tax registration certificate.
* Attested copy of registration under EPFO.
* Attested copy of registration under ESI.
* Status: whether Proprietor /Firm/Company.
* Proof at least three successfully carried out security contracts or properly trained security guards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous Bodies (Please enclose satisfactory completion certificate of three contacts).
* List of Clients.
* Customer’s satisfaction proof.
* Copy of PAN & SARAL of the last three years.

**4. OTHER TERMS AND CONDITIONS**

1. The tender should be submitted as per enclosed Check List in sealed envelope duly marked as **“CONTRACT FOR PROVIDING SECURITY SERVICES”**.
2. Tender duly signed by tenderer must be addressed to Director, Tamil Nadu, Puducherry & Andaman & Nicobar Islands Geo-Spatial Data Centre, Survey of India, Chennai and **not to any individual by name** and should be dropped in tender box placed at office premises of the Director, Tamil Nadu, Puducherry & Andaman & Nicobar Islands Geo-Spatial Data Centre, Survey of India, Upper Ground Floor, Block-III, Electronics Complex, Thiru. Vi. Ka Industrial Estate, Guindy, Chennai – 600 032 **by 27 August 2013 (1500 hrs)**. **Each page of the tender must be signed by the tenderer**.
3. The tender can also be sent by post to the above address. However, The Director, Tamil Nadu, Puducherry & Andaman & Nicobar Islands Geo-Spatial Data Centre, Survey of India, Chennai shall not be responsible for any postal delay for non-receipt of tender by due date and time for whatsoever reason.
4. Tenderers who download the tender document from the Survey of India website may remit the price of tender document in the form of a Demand Draft for Rs. 200/- drawn in favour of **E. &A.O., TN & Py GDC, Chennai payable at Chennai** along with the tender**.**
5. The firm should have the **License obtained from Controlling Authority of State Govt. under “The Private Security Agencies (Regulation) Act 2005”**. The validity of the license should be at least upto June 2014.
6. **Earnest money of `5,000/-** in the form of Demand Draft of any nationalized bank in favour of **E. &A.O., TN & Py GDC, Chennai payable at Chennai** should be furnished along with the tender.
7. Tenders received after due date/time, without compliance of Check List and without EMD shall be summarily rejected.
8. **Security Deposit @ 10% of the tender value** in the form of Demand Draft/ Bank Guarantee of any nationalized bank valid upto 1 year from the date of contract, in favour of **E. &A.O., TN & Py GDC, Chennai payable at Chennai** is to be submitted **by the successful tenderer**.
9. If the successful tenderer fails to furnish the Security Deposit then the whole earnest money shall be forfeited without any reference to the tenderer.
10. Earnest Money of all unsuccessful tenderers will be returned within 30 days or after the award of contract to the successful tenderer.
11. The tenderer should furnish a certificate that all the terms and conditions of the tender document are understood by the tenderer and ready to abide by the same without any variation.
12. **The rate quoted by the Security Agency as per Annexure-‘B’ should not be less than the rate of minimum wages as prescribed by the Govt. of Tamil Nadu.**
13. The stationery items and security accessories like lathis, torch lights, gum boots, rain coats etc. and Uniforms should be provided by the Security Agency.
14. **The Security Agency shall provide the statutory benefits and contributions of ESI, PF and Bonus etc. to all the workers at his own cost.**
15. The tenderer should furnish the details in the proforma enclosed as Annexure-“A”.
16. An Agreement should be executed in the Rs.100/- non-judicial court stamp by the successful tenderer in the proforma enclosed as Annexure – ‘C’.
17. The tenderer is expected to examine all the instructions, forms, terms and specifications in the tendering documents. Failure to furnish all information required by the tendering document or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer’s risk and may result in the rejection of the tender.
18. The Director, Tamil Nadu, Puducherry & Andaman & Nicobar Islands Geo-Spatial Data Centre, Survey of India, Chennai reserves the right to reject any or all the tenders without assigning any reasons thereof.
19. **The tenderer, as a taxable service provider, must have registered with Central Excise Department and obtained Registration No. (15 digits of Service Tax Code Number) and should attach a copy of Certificate along with the quotation. The Invoices / Bills / Challans should be serially numbered and it should contain the Name and address of Service Provider, Service Receiver, Description of Service, Value of Service tax payable thereon.**
20. In case of payment of charges to be made for a period of less than a month, payment will be made on pro-rata basis.
21. The contract will remain in force for 7 months from the date of signing of this contract and depending on the performance / service; it may be extended / renewed on the same Terms & Conditions between the Security Agency and TNP & ANI GDC for subsequent periods.
22. Any variation or additional taxes / duties and not statutory levies, if any, imposed by the regulatory bodies during the currency of this contract / service will be payable by the Security Agency **over & above the quoted rate**.
23. The tenderer should quote the rates after assessing the work requirement.
24. Visit by the Security Supervisor of the Security Agency at least once in a month for checking and proper maintenance will be mandatory, besides the visits in case of specific complaints.
25. The Security Agency will have to provide Telephone numbers for 24 hours’ contact.
26. All notice, communications, reference and complaints made by the Security Agency concerning the work shall be in writing addressed to The Director, TNP & ANI GDC only. Other modes are not recognized.
27. If the security agency is incapable of deploying the security guards due to any reason, The Director, TNP & ANI GDC can terminate the contract after forfeiture of the Security Deposit deposited by the Contractor.
28. Director, TNP & ANI GDC may terminate the contract at any time with or without assigning any reasons by giving one month notice. Any dispute, if arises, the decision of the Director, TNP & ANI GDC will be final.

**CHECK LIST**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | List of Items | Submitted(Put Tick Mark) | Not submitted (Put Tick Mark) |
| 1. | Attested registration certificate of Security Agency issued by the appropriate authority. |  |  |
| 2. | Attested copy of valid labour license from the Regional Labour Commissioner. |  |  |
| 3. | Attested copy of valid Service Tax registration certificate. |  |  |
| 4. | Attested copy of registration under EPFO. |  |  |
| 5. | Attested copy of registration under ESI.  |  |  |
| 6. | Proof at least three successfully carried out security contracts or properly trained security guards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous Bodies. |  |  |
| 7. | List of Clients.  |  |  |
| 8. | Customer’s satisfaction proof.  |  |  |
| 9. | Attested copy of PAN & SARAL of the last three years. |  |  |
| 10. | Earnest Money Deposit (**`** 5000/-) |  |  |
| 11. | Detailed information as per Annexure- A |  |  |
| 12.  | Rate as per Annexure- B |  |  |
| 13. | Signed in all pages of “Agreement for Security Service” copy as a token of acceptance of term and condition as specified.  |  |  |
| 14. | Proof of Annual Turn Over |  |  |

**Authorized Signature with Stamp**

**ANNEXURE – ‘A’**

**SURVEY OF INDIA**

**TAMIL NADU, PUDUCHERRY & ANDAMAN & NICOBAR**

**ISLANDS GEO-SPATIAL DATA CENTRE**

**CHENNAI – 600 032**

**CONTRACT FOR PROVIDING SECURITY SERVICES**

**DETAILS OF SECURITY AGENCY**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Name of the Firm | : |  |
| 2. | Address of the Firm | : |  |
| 3. | License No. issued by the office of the Labour commissioner | : |  |
| 4. | EPF Account No. | : |  |
| 5. | ESI Registration No. | : |  |
| 6. | Annual Turnover | : |  |
| 8. | Experience in Years | : |  |

**Authorized Signature with Stamp**

**ANNEXURE ‘B’**

**CONTRACT FOR PROVIDING SECURITY SERVICES**

Rates for supplying the Security Guard on contract basis are as given below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.****No.** | **Rate per****Security****Guard per****Month****Rs.** | **Service****Tax****Rs.** | **Total****(2+3)****Rs.** | **No. of****Security****Guards being****Offered** | **No. of****Months service being officered** | **Grand Total****(4X5X6)****Rs.** |
| **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** | **(7)** |
| 01. |  |  |  |   3 |  7 |  |
|  | **Details of Earnest Money produced :** Demand Draft / Bank Guarantee No. Date: Amount: **`**5,000/- |

 It is certified that all the terms and conditions of Tender Document No. Security Guard / 2013 / 03 have been understood by me / us and ready to accept the same without any variation.

**(Signature of tenderer with stamp)**

 Name:

Address:

Designation:

**ANNEXURE- ‘C’**

 **AGREEMENT FOR SECURITY SERVICES**

This AGREEMENT made on this\_ day of

 Between The Director, TNP & ANI GDC, Survey of India, Block-3, Electronics Complex, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600032 (hereinafter referred to as SOI).

And

M/s\_ at

 (hereinafter referred to as Contractor) on the OTHER PART.

WHEREAS SOI is desirous of giving a contract for providing Security Services (herein after referred to as Contractor’s workers) at our Office Premises at TNP & ANI GDC, Survey of India, Block-III, Electronics Complex, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 32 and/or SOI Site at Perungudi and WHEREAS the Contractor has offered to provide Security Guards on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the SOI. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS SOI has agreed to award the contract of work of security service and keep a strict watch and ward of the properties of SOI located at TNP & ANI GDC, Survey of India, Block-III, Electronics Complex, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai – 32 and/or SOI Site at Perungudi .

And WHEREAS the contractor has agreed to furnish to the SOI a Security deposit of Rs………………………….. by way of Bank Guarantee.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

**GENERAL CONDITIONS:**

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the SOI shall accrue/arise implicitly or explicitly.

2. That on taking over the responsibility of providing Contractor’s Worker, the contractor shall formulate the mechanism and duty assignment in consultation with The Director, TNP & ANI GDC or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise The Director, TNP & ANI GDC for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by The Director, TNP & ANI GDC or the officer designated by The Director, TNP & ANI GDC in this respect from time to time.

3. That The Director, TNP & ANI GDC or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.

4. That in case of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of The Director, TNP & ANI GDC. Further, the contractor shall immediately replace the particular person so deployed on the demand of The Director, TNP & ANI GDC, in case of any of the aforesaid acts on the part of the said person.

5. That the requirement of Security guards or posts identified is subject to change.

6. The Director, TNP & ANI GDC shall be under no obligation to hire a particular number of guards.

**TERMS AND CONDITIONS OF CONTRACT:**

1. That the contractor shall provide the number of Contractor’s worker in office of The Director, TNP & ANI GDC, Block-3, Electronics Complex, Thiru-vi-ka Industrial Estate, Guindy, Chennai – 600032 and/or SOI site at Perungudi.

2. That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed, that the Contractor shall engage medically and physically fit persons preferably below the age of 50 years.

3. That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of TNP & ANI GDC. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4. That the guards so deployed shall be exclusively for duties of TNP & ANI GDC.

5. That the contractor shall ensure that the persons so deployed do not allow any property of the TNP & ANI GDC to be taken out of the premises without a valid Gate Pass signed by the designated officials of the TNP & ANI GDC.

6. The contractor shall report promptly to The Director, TNP & ANI GDC/designated officer of the TNP & ANI GDC any theft, pilferage, encroachments etc. that takes place or where any attempt is made to that effect, and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of the TNP & ANI GDC and if there is any loss, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the TNP & ANI GDC.

7. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to TNP & ANI GDC and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of W ages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer’ Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the SOI indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor’s failure to fulfill any of the obligations hereunder and/or under the said Act’s rules/regulations and/or any bye-laws or rules framed under or any of these the SOI shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor’s monthly payments.

8. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at TNP & ANI GDC in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.

9. **That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948**.

10. That the contractor shall be required to maintain permanent attendance register/roll at the TNP & ANI GDC premises which shall be open for inspection and checking by the authorized officers of TNP & ANI GDC.

11. That the contractor shall make the payment of wages, etc. to the persons so deployed and provide every month’s proof before submitting the bill for the subsequent month.

12.. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include boots, web belt (with baton strap), whistle, loaded torches etc. shall also be provided by the contractor at his cost and SOI shall have no liability whatsoever on this account.

13.. The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of SOI.

14. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, violate relevant provision of shops and establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended form time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to The Director, TNP & ANI GDC a sum as may be claimed by TNP & ANI GDC.

15. In the event of any breach of the agreement, the contract may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Contractor.

16. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by The Director, TNP & ANI GDC, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

17. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the TNP & ANI GDC on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

18. That this agreement shall come into force w.e.f...............and shall remain in force for 7 months.

19. That this agreement may be terminated on any of the following contingencies: -

 a) On the expiry of the contract period as stated above

 b) By giving one month’s notice by SOI on account of:

 i) Committing breach by the contractor of any of the terms and conditions of this agreement.

 ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of The Director, TNP & ANI GDC.

c) The contractor being declared insolvent by Competent Court of Law.

20. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

21. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for SOI.

22. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Surveyor General of India, SOI or his nominee.

23. The award of the arbitrator appointed by Surveyor General of India, SOI shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Surveyor General of India, SOI shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

24. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of

Director, TNP & ANI GDC,

 Survey of India

For and on behalf of the contractor\_

WITNESS

1.

2.