

TENDER
FOR
PROCURING THE SERVICES OF
SECURITY GUARDS (CIVILIAN, WITHOUT ARMS),
SAFAIWALA AND
LOCAL LABORER FOR GUEST HOUSE



SURVEY OF INDIA
GUJARAT

Tender No.:

347 / 5-N

Dated:

12/03/2014

Tender Document Fees:

Rs. 200/-

TO BE SUBMITTED BY : 04.04.2014 (15:00 hours)

6. ELIGIBILITY AND QUALIFICATION CRITERIA FOR THE PERSONNEL OFFERED ON SERVICES.

- a) The individual so engaged, should possess the following criteria:
- The Security Guards, Safaiwala & Local labor for Guest House should be able to understand Gujarati/Hindi/ English in written form.
 - The Security Guards, Safaiwala & Local labor for Guest House should be in a good state of health.
 - The Security Guards may be preferably ex-servicemen.

b) For the Bidder

- The bidder must have valid EPF code No./ESI code No./ Service Tax code/PAN/TAN No. The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), Service Tax etc. with the respective departments in respect of the Security Guards , Safaiwala & Local labor for Guest House employed by them during every month. A copy of the receipt on this account shall be submitted to the concerned accounts branch with the bill of succeeding month. The survey of India will not be responsible for any liability on this account whatsoever.
- The bidder must have a valid license from the licensing authority enacted by the local administration with its updated renewal with documentary proof. Any obligations and/or formalities which are required to be fulfilled under the relevant act as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to be awarded shall be carried out by the bidder at his own expenses, and the tenderer shall report the compliance thereof to SOI. The bidder shall solely be responsible for violation of any provision of the said Act or any other Act.

7. WORK TIMINGS:

The Security Guards will work in shifts of 08 hrs. Shift timings will be decided by the Director, GD&D GDC, Sector 10A, Gandhinagar. Local labor for Guest House has to work round the clock all week days and **the Safaiwala** has to work from 8 a.m. to 4:30 pm on all working days.

8. INSTRUCTIONS TO BIDDERS

The Tenderer is advised to download the tender documents from SOI Website "www.surveyofindia.gov.in". Down loaded Tenders must be accompanied by Tender Document Fees of Rs.200/-in the form of Demand Draft drawn in favour of **Establishment & Accounts Officer, Survey Of India, Gandhinagar** from any nationalized bank payable at Gandhinagar, failing which, it will be rejected.Tender forms can also be obtained from the Office of "The Director, GD&D GDC, Survey of India, Sir-creek bhavan, Sector 10A, Gandhiangar on payment of Rs. 200/- .

Tender with Annexures duly filled in and signed by the tenderer must be addressed to "The Director, GD&D GDC, Sir-creek bhavan, Sector 10A, Gandhiangar, and not to any individual by name if sent by post or should be dropped in the Tender Box kept in the GD&D GDC, Survey of India, if submitted by hand, **latest by 1500 (hrs) on 04.04.2014.**

- Each page of the tender must be signed by the tenderer. The sealed cover containing Tender should be superscripted "**Tender for Security Guards, Safaiwala & Local labor for Guest House to be opened only by the Chairman, Procurement Board, Survey of India, Gandhinagar**". Covers not so superscripted are liable to be ignored. Sealed Covers sent by post should have similar superscription.
- It is the responsibility of the bidders to see that their tenders reach the Chairman, Procurement Board at the above address by due date and time. The fact of having posted an offer in time will not bind the Chairman for considering the tender, in case such an offer is delayed in post or misdirected due to incomplete or incorrect superscription or address or any other reason.
- The Chairman, Procurement Board, GD&D GDC, Survey of India, shall not be responsible for any postal delay or non-receipt of tender by due date and time due to any reason whatsoever may be.

d) If the due date of receipt/opening of Tenders falls on Holidays the tenders shall be received / opened on the next working day at the same time as specified above. An authorized representative of the Bidder/Firm may remain present during the opening of the tenders.

e) The rates quoted should be on per man-month basis. **The rates offered should be valid for acceptance up to 120 days from the date of opening of the tender.** Any offer falling short of the validity period is liable for rejection.

f) The rates offered should be firm and final and should be inclusive of Services Tax/taxes as applicable. Service Tax, EPF, Employers Contribution Fund, Employers Contribution on ESIC should be indicated separately. Each item of the Total rates quoted viz minimum Wages, EDL / EPF /ESI /ESIC Administration or Departmental Charges/Inspection Charges/Service Charges should be as far as possible mentioned clearly with percentage (wherever applicable for such taxes/ charges). However the Board shall consider all the charges for acceptance of tender.

g) The successful tenderer will furnish the list of his contract Security Guards, Safaiwala & Local labor for Guest House to be deployed in Survey of India. However, the selection of the contract Security Guards, Safaiwala and Local labor for Guest House will be made by the Chairman Procurement Board or his representative.

h) The tenderer shall ensure that the contract Security Guards, Safaiwala & Local labor for Guest House so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by Survey of India.

i) **The Successful tenderer shall give following undertaking in the form of an affidavit on non-judicial stamp paper of Rs. 10/- duly attested by the notary public and the same shall be part of the agreement :-**

"That we M/s.....with our registered office at shall deposit all the contributions like PF,ESI, EDLI and service tax etc. with the appropriate authority regularly and that we, M/swith our registered office atshall be responsible for implementation of provisions of labour law and rules as made applicable by the appropriate Govt. in respect of contract for Security Guards, Safaiwala & Local labor for Guest House for which the contract has been awarded".

"Further, we M/s shall deposit employers and employees (Security Guards) contributions towards EPF, ESI, EDLI and service tax by the due dates and supply attested copies of the challans of the previous months. The monthly wages bill including all the statutory liabilities will, however, be released only after ensuring that all the statutory liabilities of the previous month have been deposited with appropriate authorities through relevant challans".

In case the tenderer fails to produce copies of the relevant challans, Survey of India will be at liberty to deduct such amounts from the bills and deposit the same with the concerned authorities. In the event of any penalty imposed by the concerned Department due to delayed deposit, the same shall be paid by the tenderer. Evidence of such deposits will then be supplied by the tenderer. Further, ESI Code in respect of each such contract for Security Guard, Safaiwala & Local labor for Guest House will be required to be submitted to Survey of India for onward transmission to the ESI Corporation as per standing requirement.

j) If Survey of India complex suffers any loss or damages on account of negligence, default or theft on the part of any of the Security Guard, Safaiwala & Local labor for Guest House provided by the agency during the validity of the contract, the tenderer shall be liable to reimburse/make good the loss, so suffered by Survey of India. The tenderer shall keep Survey of India fully indemnified against any such loss or damage, which become known even after the expiry of this contract. The above mentioned losses shall also be deemed to include loss due to any award, decree of any court/arbitrator judicial or quasi-judicial authority.

k) Authorized officer shall be at liberty to send any contract Security Guards, Safaiwala & Local labor for Guest House back after intimating the tenderer if such person is not in proper uniform/is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious/infectious disease.

l) The tenderer shall not sublet, transfer or assign the contract or any part thereof to any other party.

m) If the services provided by the tenderer are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, Chairman Procurement Board reserves the right to get the services from other sources at the risk and cost of the tenderer.

n) On the expiry of the contract, the personnel deployed by the contractual agency shall be relieved automatically. However, the contractual agency will clear their accounts by paying them all their dues as required under the law in force. In case of any dispute on account of the termination of employment or non-payment of dues of the personnel by the tenderer, it shall be the entire responsibility of the tenderer to pay and settle the same. The tenderer shall comply with all the orders/awards passed by the competent authority /court in respect of the personnel engaged by it.

o) The contract may be terminated on any of the following contingencies:-

i) On the expiry of the contract period.

OR

ii) A notice at any time during the currency of services in case the services rendered by the tenderer are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

OR

iii) For committing breach of any of the terms and conditions of the contract by the tenderer.

OR

iv) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the tenderer to any third person or subletting the whole or a part of the contract to any third person.

OR

v) On tenderer being declared insolvent by the competent court of Law.

During the notice period for termination of contract, in the situations contemplated above, the tenderer shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/problem of any nature to the SOI.

p) Completeness of Tender offer: The bidder is expected to examine all instructions like use of proper forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the tender documents may result in rejection of tender offer. Tender should be neatly filled in and the person signing the tender should, duly authenticate any errors or corrections in the tender.

q) It is clearly stated that the Contract Security Guards, Safaiwala & Local labor for Guest House deployed by the tenderer shall be the employees of the agency for all intents and purpose. Survey of India shall have no relationship of employer and employee or master and servant with the contract staff so deployed by the agency except that they have to carry-out the orders of the authorized/ controlling officers of Survey of India.

r) Survey of India shall not be liable for any action, direct or indirect to any claim, damages, compensation that might become payable to the employees of the tenderer under the orders of any lawful authority in the event of an accident resulting in the possible injury or death of any employee of the tenderer while performing their duties within/outside the premises or damage of any other kind. The tenderer shall always keep Survey of India fully indemnified against any such claim.

9. Evaluation of Bids:

a) The SOI will examine the bids to determine whether:

(i) They are complete

(ii) Required EMDs etc. have been furnished,

- (iii) The documents have been properly signed.
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
- c) The SOI will examine the bids to determine the correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- d) The SOI may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- e) The SOI reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the Letter of Intent/ Notification of Award of Contract.
- f) The SOI may seek clarification in writing from bidder. Bidder shall promptly reply within the time limit specified in the clarification letter from the SOI.
- g) **It is mandatory for the Service Provider to follow scrupulously “The Private Security Agencies (Regulation Act)2005” published by Govt. of India, Ministry of Home Affairs and by state Govt. of Gujarat where in it has been mentioned that “NO PERSON SHALL CARRY ON OR COMMENCE THE BUSINESS OF PRIVATE SECURITY AGENCY UNLESS HE HOLDS A LICENSE ISSUED UNDER THIS ACT” as per which, if the Service Provider doesn’t have registered for issuing a license then his Tender will be disqualified.**
- h) **The Service Provider should not quote the rates less than the Minimum wages as per latest order issued by Deputy Chief Labour Commissioner(Central) , Ministry of Labour & Employment, Govt. of Gujarat, Gandhinagar and if the rates quoted in the Tender will be found less than the Minimum Wages, the Tender will be treated as disqualified.**
- i) **The bid will be awarded on the basis of Total wages inclusive of all taxes per month to be paid for Nine nos. Security Guards + Two Safaiwala + Two Local labor for Guest House as quoted in Annexure-B of the Tender by the Bidder. If two or more bidders found to quote the same total wages inclusive of all taxes per month, the finalization of the award will be made based on the Toss in presence of such (equal rates quoted) bidders.**
- j) Earnest Money Deposit (EMD): Bidders are required to furnish Bid Security /EMD along with the Tender offer. The EMD should be in the form of a Account Payee Demand Draft/Bank Guarantee, from a Nationalized bank for Rs. 15,000/- (Rupees Fifteen thousand only) drawn in favour of **“E & A O, GD&D GDC, Survey of India” payable at Gandhinagar, 382010**, valid for 60 days from the date of opening of the tenders. Unsuccessful Bidders money shall be refunded within 30 days after the expiry of the period of the tender offer validity prescribed by the Survey of India. EMD will be refunded to the successful bidder after signing of the Contract Agreement on the terms and conditions as stipulated in this Tender Document and after obtaining Performance Security from him. No interest will be paid for the Bid Security Amount.

If the successful tenderer fails to furnish the Performance Security, the whole Earnest Money Deposit shall be forfeited without any reference to the successful tenderer.

k) All bidders should enclose photocopies of the following documents alongwith the Tender Offer.

(i) Valid Registration Certificate & License from the Labour Commissioner.

(ii) EPF Code No. & ESI code No.

(iii) PAN/TAN

(iv) Service Tax Registration Certificate

(v) Certificate/Proof showing that the Service Tax has been paid upto March, 2013.

(vi) Documents indicating date of establishment of firm, Name of the Head (s) of the firm and their contact details viz. Fax, E-mail ID.

(vii) The list of firms/organizations to which Security Guards has been provided during the last one year.

l) **The Chairman, Procurement Board, GD&D GDC, Survey of India, Sir-creek bhavan, sector 10A, Gandhinagar**, reserves the right to reject any or all tenders without assigning any reason. The Chairman does not bind himself to accept the lowest tender.

m) **LAST DATE & TIME OF RECIEPT OF SEALED QUOTATIONS IS 25. 03. 2014 (1500 Hrs). Quotations received after due date and time, as stipulated herein, shall be summarily rejected.**

10. TERMS AND CONDITIONS OF THE CONTRACT:

a) Performance Security

The Performance Security should be furnished for an amount of 5% of yearly estimate for the service contract Value valid for a period of 60 days beyond the date of completion of all contractual obligations. The successful contractor shall furnish the performance security in the form of either FDR made in the name of agency but hypothecated to SOI or a Bank Guarantee, protecting the interests of the Government in all respects. The proceeds of the Performance Security shall be payable to the Survey of India as compensation for any loss / penalties / liquidated damages resulting from the service provider's failure to honour its obligations under the contract.

The performance security shall be returned to the Contractor on successful completion of the contract services.

b) Good Conduct of the Personnel

i) The agency should provide the service of trained Security Guards, Safaiwala & Local labor for Guest House and will furnish a Certificate that they are trained and none of them were discharged from the service on ground of criminal charges, theft and unreliability.

ii) The service provider shall ensure that the behavior of the Security Guards, Safaiwala & Local labor for Guest House deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the personnel so deployed. Such personnel, whose conduct is not good, shall have to be immediately replaced.

iii) The service provider shall furnish an affidavit that none of their Security Guards deputed to work under this contract will later ask for employment under the Government. If the services provided by the contractor are not found satisfactory, the contract can be terminated by Survey of India after giving a month's notice to the contractor.

c) Leave etc. to the Security Guards / Safaiwala / Local labor for Guest House

The agency shall deploy the full strength of personnel all the time and shall maintain a list of the reserve to provide the replacement and supplement the strength to ensure round the clock to perform the Security duty / Safaiwala's duty / Guest House's duty.

d) Payment Terms

i) Payment to the Service provider for the manpower deployed will be made on monthly basis by the office after deduction of Tax at the rates in force.

ii) Payment to the personnel deployed, should be made in the presence of representative of Survey of India and a copy of acquittance showing the payment to each person should be furnished to our office.

iii) **In no case, any payment shall be made by our office directly to the personnel so hired.** For broken periods of employment, the payment will be made on pro rata basis. The Contractor shall not press a claim for any pecuniary compensation in case the payment for any particular month is delayed as a result of Administrative & Financial reasons.

e) Resolution of disputes

i) Any dispute shall be first sorted out by the Director, GD&D GDC, Gandhinagar. If the dispute persists and remains unresolved, it will be entertained by the Surveyor General of India, Dehra Dun or his representative, whose decision shall be binding on both the parties.

ii) This tender is meant only to finalise the rates for procuring the services of Security Guards, Safaiwala & Local labor for Guest House in SOI offices located at Gandhinagar. The successful tenderer will have to enter into further Agreement with the Director, GD&D GDC, Gandhinagar on the Terms & Conditions listed in this Tender Document.

iii) The Board shall consider only the consolidated rate quoted by the bidders without going into the itemwise details of the total consolidated rates. Thus the firm/bidders shall themselves be responsible to ensure compliance with the Minimum Wages Act/Rules and statutory provisions of the Labour Act. **The rates should be firm & final. No request for increase in rates due to any reason (e.g. increase in Tax rate or increase in minimum wages) whatsoever shall be entertained by the Government during the period of Contract.**

iv) If any Contractor fails to provide the services of Security Guards, Safaiwala & Local labor for Guest House at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & Performance security shall be forfeited. The contract shall then be awarded to such firm whose rates are found next subject to other conditions stipulated in the tender document.

f) Compliance with Labour Regulations

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there-under, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of provisions of any Act of rules made there-under, regulations or notifications including amendments. If the SOI is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notification/bye-laws/Acts /Rules/Regulations including amendments, if any, on the part of the Contractor, the SOI shall have the right to deduct any money due to the Contractor including his amount or performance security. The SOI shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by it.

Sd/-

(R. K. MEENA)

DIRECTOR

CHAIRMAN, PROCUREMENT BOARD

GD&D GDC, SURVEY OF INDIA,

GANDHINAGAR

TENDER OFFER/QUOTATION

To
The Chairman, Procurement Board,
GD&D GDC,
Survey of India,
Sir-Creek Bhavan, Sector 10A,
Gandhinagar-382010.

After having examined the tender documents including all Annexure, we offer to supply **Security Guards, Safaiwala and Local labor for Guest House** in accordance with the said tender document.

We undertake, if our tender offer is accepted, to commence the services within _____ (number) days calculated from the date of signing of the Contract Agreement.

If our tender offer is accepted we will submit a bank guarantee for a sum of 5% of yearly estimate of the service contract Value for the due performance of the Contract.

We hereby agree to abide by this Tender offer for 120 days and the same shall remain binding upon us and may be accepted at any time before the expiry of that period.

We are aware that you are not bound to accept the lowest or any offer you may receive.

Dated this _____ day of _____ 2014.

Signature: _____

(_____)

Duly authorized to sign the tender offer for and on behalf of

Annexure-B
BID FORM

(To be enclosed with the Tender)

Unit Prices/Rates (to remain valid for a period of two years from the date of signing of the contract.

Description of services with required manpower	Criteria	Break details of the Rate (Minimum Wages, PF, ESIC, Service Tax, Adm/Service Charges etc) for One	Required no.	Total
A. Security Guards (on Contract basis)	They will work a period of 8 hours shift duty, should be strong & stout, not having any ill habits nor any disease.	1.Minimum Wages	9(Nine)	
		2.PF		
		3.ESIC		
		4.Service Tax		
		5.Adm/Service Charges		
		6		
		7		
		8		
		9		
B. Safaiwala (on Contract basis)	He should be able to clean office rooms, toilets & office premises in hygienic way.	1.Minimum Wages	2(Two)	
		2.PF		
		3.ESIC		
		4.Service Tax		
		5.Adm/Service Charges		
		6		
		7		
		8		
		9		
C. Local labor for Guest House (on Contract basis)	He should know cooking and he should be able to clean the utensils used for cooking and serving of food items in hygienic way.	1.Minimum Wages	2(two)	
		2.PF		
		3.ESIC		
		4.Service Tax		
		5.Adm/Service Charges		
		6		
		7		
		8		
		9		
Grand Total				

Rate for Nine Security Guards + Two Safaiwala + Two Local labor for Guest House

Grand TOTAL In figure Rs. _____ / (In words) Rupees _____

Signature of the Contractor _____

Postal Address: _____

Place:

Date:

Contract Agreement

(Agreement to be executed on a Non-judicial Court Stamp of Rs. 100/- value)

AGGREMENT MADE on this _____ day of _____ Two thousand fourteen between _____ (hereinafter called “the Service Provider or Contractor”) on one part and the Director, GD&D Geo Spatial Data Centre, Gandhinagar, Survey of India (hereinafter referred to as the “Government”) on the other part.

WHEREAS the Service Provider has tendered to the Chairman, Procurement Board for providing **Security Guards / Safaiwala / Local labor for Guest House** as per the instruction given at the prices or rates mentioned in the Bid Form and whereas such tender has been accepted and the contractor has deposited with the Government the sum of Rs. _____ (Rupees _____ only) as performance Security for the fulfillment of this Agreement.

Now it is hereby agreed between the two parties as follows:

1. The contractor has accepted the contract on the terms and conditions listed in the Tender Document of the Tender Notice No. _____ which will hold good during the period of this agreement.
2. Upon breach by the contractor of any of the conditions mentioned anywhere in the Tender Document, the Government may issue a notice in writing, and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss caused by the failure of the contractor to fulfill the agreement as certified in writing by the Government whose certificate shall be the conclusive evidence of the amount of such compensation payable by the contractor to the Government.
3. The Service Provider has deposited with the Government a performance Security Deposit of Rs _____ as security for compliance and performance in accordance with the Contract. Upon the completion of the contract, the Performance Security Deposit shall after the expiry of _____ months from the date of signing this agreement be returned to the Service Provider, without interest, and after deducting any sum due by the Service Provider to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until 3 months after the expiry of the contract period.
5. Notwithstanding anything contained herein the tender and acceptance forms contained, the Government shall not be bound to take the whole or any part of the estimated manpower mentioned herein and may cancel the contract at any time upon giving one month’s notice in writing without compensating the Service Provider in anyway whatsoever.
6. In consideration of the payments to be made by the Government to the Service Provider as mentioned in the Tender Document, the Service Provider hereby agree to provide to the Government the **Security Guards / Safaiwala / Local labor for Guest House** and to remedy shortcomings/deficiencies therein, if any, in conformity with the terms and Conditions of the Contract.
7. In witness thereof the service provider _____ has set his hereto and Director, GD&D Geo Spatial Data Centre or his authorized representative has on behalf of the Government of India affixed his signature and seal thereto on the day and the year noted above.

Contractor:

Survey of India:

Witness: _____

Witness _____

Place : Gandhinagar

PERFORMANCE SECURITY FORM

To

The E&AO,
GD&D GDC,
Survey of India
Sir-creek Bhawan,
Sector 10A, Gandhinagar 382010

WHEREAS _____(Name of Service Provider) hereinafter called “the Service Provider” has undertaken Contract No. _____ dated _____ 2014 to supply _____(Description of Services) hereinafter called the Contract. AND WHEREAS it has been stipulated by the Government in the said Contract that the Service Provider shall furnish to you a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of _____(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon the Government’s written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, Without your requiring to prove or to show reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2015

Signature and Seal of Guarantors

Date: _____

Address: _____