

**SURVEY OF INDIA  
ODISHA GEO-SPATIAL DATA CENTRE  
BHUBANESWAR – 751013**



**TENDER FOR SUPPLY OF SECURITY GUARD  
SAFAIWALA, MALI & WASH BOY (CANTEEN).**

**TENDER No: E-14/5-A(Genl.)/2015**

**Last Date of Sale of Tender Documents: 28.05. 2015**

**TO BE SUBMITTED BY: 28.05.2015 (1500 hrs)**

**Date & Time of Opening of Tender : 28.05.2015 ( 1600 hrs)**

**SURVEY OF INDIA  
DEPARTMENT OF SCIENCE AND TECHNOLOGY  
GOVT. OF INDIA**

**Cost of Tender document: ₹200/-**

**CONTRACT FOR PROVIDING SERVICE OF SECURITY GUARDS, SAFAIWALA,  
MALI & WASH BOY(Canteen)**

Sealed Quotations are invited on the prescribed proforma for providing the Service of Security Guards, Safaiwala, Mali and Wash Boy (Canteen) on contract basis for the Directorate Of Survey of India as per details furnished below:

**1. Particulars of Tender**

- |   |   |
|---|---|
| a. Designation and Address of the Authority Inviting Quotations | : Director, Odisha GDC,<br>Survey of India, Survey Bhawan,<br>R.R. Lab, Bhubaneswar-751013. |
| b. Earnest Money Deposit  | : ₹ 10,000/-  |
| c. Last date and time of receipt of sealed Quotation            | : 28.05.2015 (1500 hours)   |
| d. Date & time of opening quotations                            | : 28.05.2015 (1600 hours)   |
| e. Total number of pages of Tender Documents                    | : 15pages(Including Cover pages)  |

**2. Scope of Work**

**a) Security Guards:**

The Security Guards shall be deployed for the security of Odisha GDC Office in Survey Bhawan Complex, Nayapalli, Bhubaneswar. The Security Guards shall have to work in Day and Night shifts timings of which shall be decided by the Survey of India Administration. The Security Guards shall have to work for the protection of life and property against theft, pilferage, fire etc, 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.

**b) Safaiwala:**

The Safaiwala should be able to clean office rooms, Canteen rooms amenities, toilets & office premises in hygienic way.

**c) Wash Boy (Canteen):**

He should be able to clean the utensils used for cooking and serving of food items in hygienic way.

**d) Mali:**

He should be able to work for watering, cropping of different type of plants in and around the office premises.

**3. PERIOD OF CONTRACT AND NUMBER OF PERSONNEL:**

- |                               |              |
|-------------------------------|--------------|
| (a) No. of Security Guards    | - 06 ( Six ) |
| (b) No. of Safaiwala          | - 02 (Two)   |
| (c) No. of Mali               | - 01 (One)   |
| (d) No. of Wash Boy (Canteen) | - 01 (One)   |

They can be engaged for 12(Twelve) Months. The number of personnel and period of engagement may be increased/decreased as per requirement.

#### **4. ELIGIBILITY CRITERIA FOR THE PERSONNEL OFFERED ON SERVICES:**

The individual so engaged, should possess the following criteria:

- i) The Security Guards, Safaiwala, Mali & Wash Boy (Canteen) should have working knowledge in Oriya/ English/ Hindi.
- ii) The Security Guards, Safaiwala, Mali & Wash Boy (Canteen) should be in a good state of health.

#### **5. ELIGIBILITY CRITERIA FOR THE BIDDER :**

- (i) The bidder must have valid EPF code No./ESI code No./ Service Tax code/PAN 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, Mali & Wash Boy(Canteen) 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.
- ii) 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.
- iii) The bidder must have to submit photocopies of all documents as per **Annexure-“A”** duly signed in a separate envelope superscripted **Documents for Eligibility Criteria**.

#### **6. WORK TIMINGS:**

**The Security Guards will work in shifts.** Shift timings will be decided by the Director, Odisha GDC, Survey of India, Bhubaneswar. Security guards, Safaiwala, Mali & Wash Boy will be engaged throughout the week and will have one off- day in a week suitably.

#### **7. INSTRUCTIONS TO BIDDERS:**

The Tenderer can download the tender documents from our Official Website “**www.surveyofindia.gov.in**”. Downloaded Tenders must be accompanied by Tender Document Fees of ₹ 200/- in the form of Demand Draft drawn in favour of “**E & A O, Odisha GDC, Survey of India**” by any nationalized bank payable at Bhubaneswar, failing which, it will be rejected. Tender form can also be obtained from the Office of “The Director, Odisha GDC, Survey of India, , Survey Bhawan , Nayapalli, Bhubaneswar” on payment of ₹ 200/- . Tenderers, who applied for this tender which was published in Official web site [www.surveyofindia.gov.in](http://www.surveyofindia.gov.in) Or leading news paper on **12-02-2015** need not pay tender fees for this tender again.

Tender with Annexures duly filled in and signed by the tenderer must be addressed to “The Director, Odisha GDC, Survey Bhawan , Nayapalli, Bhubaneswar” and not to any individual by name if sent by

post or should be dropped in the Tender Box kept in the Odisha GDC, Survey of India, if submitted by hand, **latest by 1500 (hrs) on 28.05.2015.**

- a) Each page of the tender must be signed by the tenderer. The sealed cover containing Tender should be superscripted "Tender for Security Guards, Safaiwala, Mali & Wash Boy (Canteen)". Covers not so superscripted are liable to be ignored. Sealed Covers sent by post should have similar superscription to avoid accidental opening.
- b) 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.
- c) The Chairman, Procurement Board, Odisha 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( *Average of 26 working days excluding 4 off-days*) 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(*Latest Prevailing Values*) as applicable. Service Tax, EPF, Employers Contribution Fund, Employers Contribution on ESIC should be indicated separately. Each item of the Total rates quoted viz. 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 only the total amount for the purpose of acceptance of tender.
- g) The successful tenderer will furnish the list of his contract Security Guards, Safaiwala, Mali & Wash Boy (Canteen) **along with their Bank Account Numbers** to be deployed in Survey of India. However, the selection of the contract Security Guards, Safaiwala, Mali and Wash Boy (Canteen) will be made by the Chairman Procurement Board or his representative.
- h) The tenderer shall ensure that the contract Security Guards, Safaiwala, Mali & Wash Boy (Canteen) 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 ₹ 10/- duly attested by the notary public and the same shall be part of the agreement :-

"That we M/sí í í í í í í í with our registered office at í í í í í í shall deposit all the contributions like PF,ESI, EDLI and service tax etc. with the appropriate authority regularly and that we, M/s í í í í í í í .with our registered office at í í í í í í .shall 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, Mali & Wash Boy(Canteen) for which the contract has been awarded".

"Further, we M/s í í í í í í í .. shall deposit monthly wages amount of employees in their respective bank account numbers and supply copies of the Receipts/Cyber receipts of the previous months. we M/s í í í í í í í .. shall deposit the employers and employees ( Security Guards, Safaiwala, Mali & Wash Boy(Canteen)) 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, Mali & Wash Boy(Canteen) 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, Mali & Wash Boy (Canteen) 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, Mali & Wash Boy (Canteen) 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 or 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, Mali & Wash Boy (Canteen) 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.

## **8. Evaluation of Bids:**

- a) The SOI will examine the bids for:
- (i) Completeness in all respect,
  - (ii) EMDs submission,
  - (iii) Properly signed in all documents.
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the 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) **The bid will be awarded on the basis of Total wages inclusive of all taxes per month to be paid for 6 nos. Security Guards + Two Safaiwala + One Mali + One Wash Boy (Canteen) as quoted in Annexure-B of the Tender by the Bidder.**
- h) **Earnest Money Deposit (EMD):** Bidders are required to furnish Bid Security /EMD along with the Tender offer. The EMD should in the form of a Demand Draft/Bank Guarantee from a Nationalized bank for ₹10,000/- (Rupees Ten thousand only) drawn in favour of “**E & A O, Odisha GDC, Survey of India**” payable at **Bhubaneswar-751013**, 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.

- i) The bidder must have to submit photocopies of all documents as per **Annexure-“A”** duly signed in a separate envelope superscripted **Documents for Eligibility Criteria**. In addition to the above, the following documents have to be attached by the tenderer.
  - (i) Documents indicating date of establishment of firm, Name of the Head (s) of the firm and their contact details viz. Fax, E-mail ID.
  - (ii) The list of firms/organizations to which Security Guards/ Safaiwala etc. have has been provided during the last one year.
- j) **The Chairman, Procurement Board, Odisha GDC, Survey of India, Survey Bhawan, Nayapalli, R R Lab P O, Bhubaneswar-751013** reserves the right to reject any or all tenders without assigning any reason. The Chairman does not bind himself to accept the lowest tender.
- k) **LAST DATE & TIME OF RECIEPT OF SEALED QUOTATIONS IS 28.05. 2015 (1500 Hrs).**
- l) **Quotations received after due date and time**, as stipulated herein, shall be summarily **rejected**.

## **9. 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. 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, Mali & Wash Boy (Canteen) 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, Mali & Wash Boy (Canteen) 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, Mali / Wash Boy (Canteen)**

**The agency shall deploy the full strength of personnel all the time keeping in view of 1(one) off-day in a week as per Labour Act. The Agency shall also maintain a list of the reserve to provide the replacement and supplement the strength to perform the Security duty / Safaiwala's duty/ Mali's duty / Wash Boy's duty.**

d) **Payment Terms**

- i) Payment to the Service provider for the manpower deployed will be made on monthly (***Average of 26 working days excluding 4 off-days***) basis by the office after deduction of Tax at the rates in force. Paid off days are already catered for in minimum wages for working days.
- ii) Payment to the personnel deployed, should be made through their respective Bank Account Numbers and copy(ies) of Receipt/Cyber receipt 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, Odisha GDC, Bhubaneswar. 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 finalize the rates for procuring the services of Security Guards, Safaiwala, Mali & Wash Boy (Canteen) in SOI offices located at Bhubaneswar. The successful tenderer will have to enter into further Agreement with the Director, Odisha GDC, Bhubaneswar on the Terms & Conditions listed in this Tender Document.
- iii) The Board shall consider only the consolidated rate(per Monthly Basis) quoted by the bidders without going into the item-wise details of the total consolidated rates. Thus the firm/bidders shall themselves be responsible to ensure compliance with the Minimum Wages Act issued by Govt. of India/Rules and statutory provisions of the Labour Act.
- iv) If any Contractor fails to provide the services of Security Guards, Safaiwala, Mali & Wash Boy (canteen) 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 nonobservance 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.

**CHAIRMAN  
PROCUREMENT BOARD  
ODISHA GDC, SURVEY OF INDIA,  
BHUBANESWAR**

**Annexure-A**

**LIST OF DOCUMENTS**

(To be attached in a separate envelope superscripted ð Documents for Eligibility Criteriaö.)

Signature of the Contractor \_\_\_\_\_

Sl. No.	Name of Document (s)	Certificate No./ Demand Draft No./ Receipt No.	Validity (Mention Date)	Attached (Yes/No)	Signature
1	Cost of Tender Document.				
2	Earnest Money Deposit.				
3	Registration Certificate and its Validity				
4	Employee Provident Certificate(EPF) showing Code Number				
5	Employee State Insurance Certificate (ESI) showing Code Number				
6	Permanent Account Number (PAN)				
7	Service Tax Registration Certificate showing service tax code number				
8	Certificate/Proof showing that the Service Tax has been paid up-to March, 2015.				
9	License Certificate from the Labour Commissioner/ District Labour Officer and its Validity				
10	License Certificate from Home Department, Odisha Government or Authorized Issuing Office and its Validity				

Postal Address: \_\_\_\_\_

Place:

Date:

**BID FORM**

**Annexure-B**

(To be enclosed with the Tender in a separate envelope superscripted ð Price Bidö)

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

Description of services with reqd. manpower	Break up details of the Rate (Wages, PF, ESIC, Service Tax, Administrative / Service Charges etc) per One per month basis		Required no.	Total (Rs.)
	Sl. No.	Monthly Rate (Rs.)		
<b>A. Security Guards</b> (on Contract basis)	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	<b>D = Wages:...../Day</b>			
	(i)	Monthly Wages(M) = D X 26 days:	<b>6(Six)</b>	
	(ii)	ESI@.....% of M:		
	(iii)	EPF@.....% of M:		
	(iv)	Service Charge:		
	(v)	Any Other:		
	(vi)	Service Tax @ í í í .% of [(i)+(ii)+(iii)+(iv)+(v)]:		
<b>SUB TOTAL:</b>		<b>TOTAL</b>		
<b>B. Safaiwala</b> (on Contract basis)	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	<b>D = Wages:...../Day</b>			
	(i)	Monthly Wages(M) = D X 26 days:	<b>2(Two)</b>	
	(ii)	ESI@.....% of M:		
	(iii)	EPF@.....% of M:		
	(iv)	Service Charge:		
	(v)	Any Other:		
	(vi)	Service Tax @ í í í ..% of [(i)+(ii)+(iii)+(iv)+(v)]:		
<b>SUB TOTAL:</b>		<b>TOTAL</b>		
<b>C. Mali</b> (on contract basis)	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	<b>D = Wages:...../Day</b>			
	(i)	Monthly Wages(M) = D X 26 days:	<b>1(One)</b>	
	(ii)	ESI@.....% of M:		
	(iii)	EPF@.....% of M:		
	(iv)	Service Charge:		
	(v)	Any Other:		
	(vi)	Service Tax @ í í í ..% of [(i)+(ii)+(iii)+(iv)+(v)]:		
<b>SUB TOTAL:</b>		<b>TOTAL</b>		
<b>D. Wash Boy (Canteen)</b> (on Contract basis)	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	<b>D = Wages:...../Day</b>			
	(i)	Monthly Wages(M) = D X 26 days:	<b>1(One)</b>	
	(ii)	ESI@.....% of M:		
	(iii)	EPF@.....% of M:		
	(iv)	Service Charge:		
	(v)	Any Other:		
	(vi)	Service Tax @ í í í í .% of [(i)+(ii)+(iii)+(iv)+(v)]:		
<b>SUB TOTAL:</b>		<b>TOTAL</b>		

Rate for Six Security Guards + Two Safaiwalas +One Malis + One Wash Boy(Canteen)

Grand TOTAL In figure ₹ \_\_\_\_\_ / (In words) Rupees \_\_\_\_\_

Signature of the Contractor: \_\_\_\_\_ Postal Address: \_\_\_\_\_

Annexure-C

Contract Agreement

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

AGGREGMENT MADE on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand fifteen between \_\_\_\_\_ (hereinafter called the Service Provider or Contractor) on one part and the Director, Odisha Geo Spatial Data Centre, Bhubaneswar (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 / Mali / Wash Boy(Canteen)** 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 ₹ \_\_\_\_\_ (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 ₹ \_\_\_\_\_ 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 will 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 / Mali / Wash Boy (Canteen)** 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, Odisha 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 : Bhubaneswar

**PERFORMANCE SECURITY FORM**

**Annexure- D**

To,  
The E & AO,  
Odisha GDC, Survey of India  
Survey Bhawan, Nayapalli,  
R R Lab, P.O.,Bhubaneswar-751013.

WHEREAS \_\_\_\_\_(Name of Service Provider)  
hereinafter called "the Service Provider" has undertaken Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ 2015 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 caveat 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 \_\_\_\_\_ 2016

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**TENDER OFFER/QUOTATION**

**Annexure-E**

To,

The Chairman, Procurement Board,  
Odisha GDC  
Survey of India  
Survey Bhawan,  
Nayapalli, R R Lab P.O.,  
Bhubaneswar-751013

After having examined the tender documents including all Annexure, we offer to supply **Security Guards, Safaiwalas, Malis and Wash Boy (Canteen)** 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 \_\_\_\_\_ 2015.

Signature: \_\_\_\_\_

( \_\_\_\_\_ )

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