

TENDER FOR

PROCURING THE SERVICES OF SECURITY GUARDS (CIVILIAN, WITHOUT ARMS) SURVEY OF INDIA, MINISTRY OF SCIENCE AND TECHNOLOGY GOVERNMENT OF INDIA

Tender No. 213 /11-A-G Dated: 11.03.2016

TO BE SUBMITTED BY : **31.03.2016** (17:00 hours)

Office of the Director, Kerala & Lakshadweep Geo-Spatial Data Centre Survey of India CGO Complex, Poonkulam, Vellayani P.O. Thiruvananthapuram-695522

SURVEY OF INDIA (MINISTRY OF SCIENCE AND TECHNOLOGY) OFFICE OF THE DIRECTOR, KERALA& LAKSHADWEEP GEO SPATIAL DATA CENTRE, SURVEY OF INDIA CGO COMPLEX, POONKULAM, VELLAYANI P.O., THIRUVANANTHAPURAM-695522

"NOTICE INVITING TENDER"

Sealed Quotations are invited for hiring the Service of Security Guards (Civilian, Without Arms) in Kerala & Lakshadweep Geo-Spatial Data Centre, Survey of India, CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram- 695522 as per the details below:-

- 1. Tender Document can be downloaded from the website <u>www.surveyofindia.gov.in</u>
- 2. Bid Reference Tender No. 213/11-A-G Dated: 11.03.2016

3. <u>Particulars of Tender</u>

- Designation of the Authority Director, K&L GDC, a. : **Inviting Ouotations** Survey of India, Trivandrum. Tender Document fee: Rs. 210/b. ÷ (Fee Rs. 200 + 5% VAT Rs. 10/-) Mode of payment:-Bankers Cheque /Pay order No. from any Nationalized Bank (Tender will be rejected if it is not accompanied by Tender Fee) Last date and time of receipt 31.03.2016 (17:00 hours) c.
- of sealed Quotation
- d. Date & time of opening quotations : 01.04.2016 (15:00 hours)

4. <u>Scope of Work</u>

The Security Guards shall be employed in round the clock security of K&L GDC Office in CGO Complex. The Security Guards shall have to work in Day and Night shifts timings of which shall be decided by the Survey Administration. The Security Guards shall also assist in fire fighting operations.

5. <u>Period of Contract and Number of Personnel</u>

No. of Security Guards required - 03 (Three), Period of Contract ó 12 (Twelve) months from the date of engaging them.

Note: The above noted number of Security Guards and the period of time may be varying as per the Office requirement.

6. <u>ELIGIBILITY AND QUALIFICATION CRITERIA FOR THE PERSONNEL OFFERED ON</u> <u>SERVICES.</u>

a) For the Security Guards

- i) The Security Guards should be able to understand Hindi/ English in written form.
- ii) The Security Guards should be in a good state of health.
- iii) Preferably ex-servicemen

b) For the Bidder

(i) The bidder must have valid EPF code No./ESI code No./ Service Tax code/PAN/TAN No. The agency so engaged will entirely be responsibly to deposit EPF & ESI (both employer & employee share), Service Tax etc. with the respective departments in respect of the Security Guards employed by them for every month.

(ii) 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 under õthe Private Security Agencies (Regulation) act 2005ö or any other similar act/rule 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 õPrivate Security Agencies (Regulation) act, 2005ö 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 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:

03 Security Guards will work in shifts of 08 hrs., shift timings, decided by the Director, K&L GDC, CGO Complex, Poonkulam, Vellayani P.O., Trivandrum.

8. INSTRUCTIONS TO BIDDERS

The Tenderer is advised to download the tender documents from SOI Website www. surveyofIndia.gov.in. Tender forms can also be obtained from the Office of õThe Director, K&L GDC, Survey of India, CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram ó 695522ö, on payment of Rs. 210/- (including VAT of 5%)

Tender with Annexures duly filled in and signed by the tenderer must be addressed to õThe Director, K&L GDC, Survey of India, CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram - 695522, and not to any individual by name if sent by post or should be dropped in the Tender Box kept in the K&L GDC, Survey of India, if submitted by hand, latest by 1700 (hrs) on 31.03.2016.

a) Each page of the tender must be signed by the tenderer. The sealed cover containing Tender should be superscripted **"Tender for Security Guards to be opened only by the Chairman, Procurement Board, Survey of India, Thiruvananthapuram".** Covers not so superscripted are liable to be ignored. Sealed Covers sent by post should have similar superscription.

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, K&L 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/PF/ESI/ESIC Administration or Departmental Charges/Inspection Charges/Service Tax should be as far as possible mentioned clearly with percentage (wherever applicable for such taxes/ charges). <u>However the Board shall consider only the total amount for the purpose of acceptance of tender.</u>

g) The successful tenderer will furnish the list of his contract Security Guards to be deployed in Survey of India. However, the selection of the contract Security Guards will be made by the Chairman Procurement Board or his representative.

h) The tenderer shall ensure that the contract Security Guards 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 <u>**Rs. 100**/-</u> duly attested by the notary public/ 1st class Magistrate and the same shall be part of the agreement :-

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 to the tenderer. Further, ESI Code in respect of each such contract Security Guard 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 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 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.

1) 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 legal 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) <u>The contract may be terminated on any of the following contingencies</u>:
 - a) On the expiry of the contract period.

or

b) 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

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

or

d) 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

e) 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) <u>Completeness of Tender offer</u>: The bidder is expected to examine all instructions 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) The family members or close relatives of serving Survey of India employee shall not be offered as the service.

r) It is clearly stated that the Contract Security Guard 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.

s) Survey of India shall not be liable for any action, direct or indirect or 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 or

9. Evaluation of Bids:

- a) The Purchaser 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 Purchaser 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) Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.

e) Purchaser 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 purchaser may seek clarification in writing from bidder by fax. Bidder shall be promptly reply by fax within the time limit specified in the clarification letter from the purchaser,

g) The comparison shall be of total price of the goods offered inclusive of all taxes.

h) <u>Earnest Money Deposit (EMD)</u>: Bidders are required to furnish i.e. Bid Money /EMD along with the Tender offer. The EMD should in the form of a Account Payee Demand Draft/Bank Guarantee, from a Nationalized bank for Rs. 7000/- (Rupees Seven thousand only) drawn in favour of "CDDO, K&L GDC, Survey of India" payable at Thiruvananthapuram-695522, valid for <u>60</u> 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) All bidders should enclose photocopies of the following documents along with the Tender Offer.

- (a) Valid Registration Certificate & License from the Labour Commissioner.
- (b) Provident Fund A/C No.
- (c) PAN/TAN
- (d) Service Tax Registration Certificate
- (e) Certificate/Proof showing that the Service Tax has been paid up to March, 2014.
- (f) Documents indicating date of establishment of firm, Name of the Head (s) of the firm and their contact details viz. Fax, E-mail ID.
- (g) The list of firms/organizations to which Security Guards has been provided during the last one year.

j) The Chairman, Procurement Board K&L GDC, Survey of India, CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram - 695522 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 31.03.2016, (1700 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 10% of the 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 an Account Payee Demand Draft in favour of õ CDDO, K&L GDC, Survey of Indiaö payable at Thiruvananthapuram 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 providerøs failure to honour its obligations under the contract.

The performance security shall be returned to the Contractor on successful completion of the services for which the Security Guards were hired.

b) Good Conduct of the Personnel

i) The agency should provide the service of trained Security Guards and will furnish a Certificate that the Security Guards are trained and none of the Security Guards 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 deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the Security Guards so deployed. Such personnel, whose conduct is reported against, 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 monthos notice to the contract.

c) Leave etc. to the Security Guards

i) 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 Security for K&L GDC, Trivandrum.

d) <u>Payment Terms</u>

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 Security Guards should be made in the presence of representative of Survey of India and a copy of acquittance showing the payment to each Security Guards should be furnished to our office.

iii) In no case any payment shall be made by our office directly to the Security Guards 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) <u>Resolution of disputes</u>

i) Any dispute shall be first sorted out by the Director, Kerala GDC. 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 in SOI offices located at Thiruvananthapuram. The successful tenderer will have to enter into further Agreement with the Director, Kerala GDC 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 item wise 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 whatsoever shall be entertained by the Government during the period of hire.

iv) If any firm/fails to provide the services of Security Guards at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & Performance security shall be forefeited. The contract shall thus 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 Employer 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 employer shall have the right to deduct any money due to the Contractor including his amount or performance security. The employer 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 the Employer.

Sugar

(S.N. YOGENDRANATH) SUPERINTENDING SURVEYOR DIRECTOR (CURRENT DUTY) CHAIRMAN, PROCUREMENT BOARD K&L GDC, SURVEY OF INDIA. THIRUVANANTHAPURAM

Annexure-A

TENDER OFFER/QUOTATION

To,

The Chairman, Procurement Board, K&L GDC Survey of India CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram-695522

After having examined the tender documents including all Annexure, we offer to supply Security Guards 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 10% of the 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 _____ 2016.

Signature:_____

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

Annexure-B

BID FORM

(The Firm may furnish the requisite information on their own proforma also) (To be enclosed with the Quotation)

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

Description of Manpower/services	Break details of the Rate	Unit Consolidated Rate
1 1	(Minimum Wages, PF, ESIC,	(per man month)
	Service Tax, Adm/Service	(in Rs.)
	Charges etc)	
	1	
	2	
Security Guards	3	
(on Contract basis)	4	
	5	
	6	
	7	
	Total:	

Rate for one Security Guards

Rate (in figures) Rs. _____

Rate (in words) Rupees_____

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 sixteen between ______ (here in after called õthe Service Provider or Contractorö) on one part and the Director, Kerala & Lakshadweep Geo Spatial Data Centre (hereinafter referred to as the õGovernmentö) on the other part.

WHEREAS the Service Provider has tendered to the Chairman, Procurement Board for providing **Security Guards** 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 if 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 monthøs 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** 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, Kerala & Lakshadweep 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 : Thiruvananthapuram

Annexure D

PERFORMANCE SECURITY FORM

To,

The CDDO, K&L GDC, Survey of India CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram-695522

WHEREAS _______(Name of Service Provider hereinafter called õthe Service Providerö has undertaken Contract No. _______ dated ______2016 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 Providerøs 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 Governmentøs 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 _____2016

Signature and Seal of Guarantors

Date:

Address:_____

TECHNICAL BID TECHNICAL DETAILS OF THE TENDERER

1.	Name of Tendering Company/ Agency (Attach certificate of registration)	:
2.	Name of The Proprietor / Director / Partner of the Agency	:
3.	Full Address of Registered Office Telephone FAX E mail	: : :
4.	Full Address of Operating/Branch Office Telephone FAX E mail PAN Number (Attach self attested copy) Service Tax Registration No. (Attach self attested copy)	:
5.	EPF Registration No. (Attach self attested copy)	:
6.	ESI Registration No. (Attach self attested copy)	:
7.	Details of Earnest Money Deposit (DP/PO No. /Date/Drawn on Bank)	:

8. Details of the similar contract handled by the biding company / Firm / Agency for Government / Autonomous Organization / PSUs during the last three years in the following format. Copies of the work order should be provided in support of the claim.

Sl. No.	Details of Clients along with address, telephone and Fax No.	Approx total amount contract (Rs.)	Duration of Contract	
addı			From	То

Date & Place Seal Signature of Authorized Person Name :