

## TENDER FOR

# PROCURING THE SERVICES OF SAFAIWALAS TO SURVEY OF INDIA, MINISTRY OF SCIENCE AND TECHNOLOGY GOVERNMENT OF INDIA

Tender No. 211 /11-A-G Dated: 11.03.2016

TO BE SUBMITTED BY : 31.03.2016 (15:00 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, CGO COMPLEX, POONKULAM, VELLAYANI P.O., THIRUVANANTHAPURAM-695522

#### "NOTICE INVITING TENDER"

Sealed quotations are invited for procuring the services of Safaiwalas in Kerala & Lakshadweep Geo-Spatial Data Centre, Survey of India, Thiruvananthapuram- 695522 as per the details below:-

1. Tender Document can be downloaded from the website www.surveyofindia.gov.in

**2.** Bid Reference Tender No. 211/11-A-G Dated: 11.03.2016

#### 3. Particulars of Tender

a. Designation of the Authority : Director, K&L GDC,

Inviting Quotations Survey of India, Trivandrum.

b. **Tender Document fee: Rs. 210/-** : (Fee Rs. 200 + 5% VAT Rs. 10/-)

Mode of payment:- Bankers Cheque/Pay Order from any Nationalized Bank

(Tender will be rejected if it is not accompanied by Tender Fee)

c. Last date and time of receipt : 31.03.2016 (15:00 hours)

of sealed Quotation

d. Date & time of opening quotations : 01.04.2016 (15:00 hours)

#### 4. Scope of Work

The Safaiwalas shall be employed for cleaning of rooms, corridors, toilets of office buildings and premises of Kerala & Lakshadweep Geo-Spatial Data Centre, Survey of India Office at CGO Complex, Poonkulam, Vellayani P.O., Thiruvananthapuram - 695522. The Safaiwalas shall have to work in Day timeduring 08:30 hours to 17:00 hours every day except Saturday, Sunday & Closed holidays.

#### 5. Period of Contract and Number of Personnel

(i) No. of Safaiwalas required - 02 (Two), Period of Contract ó 01 year

NB:- The above noted number of Safaiwalas and the period of hire may vary.

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

#### a) For the Safaiwalas

(i) Educational Qualification: Literate

#### For the Bidder

The bidder must have registration with Labour Office/Registrar, Company affairs, P.F. Account, E.S.I facilities and Insurance coverage with a valid TAN number.

#### 7. WORK TIMINGS

**Safaiwalas** will work in the office of Survey of India, Thiruvananthapuram for 08 hrs per day (Excluding ½ an hour lunch break) 05 days week.

#### 8. <u>INSTRUCTIONS TO BIDDERS</u>

The tenderer is advised to download the tender documents from SOI website <u>www.surveyofindia .gov.in.</u> tender forms can also be obtained from the office of The Director, K&L GDC, Survey of India, Thiruvananthapuram ó 695522 on payment of Rs. 210/- (including VAT@5%).

Tender (Annexure A and Annexure B) duly filled in and signed by the tenderer must be addressed to õ**The Chairman, Procurement Board,** K&L GDC, Survey of India, Thiruvananthapuram - 695522, and not to any individual by name if sent by post or should be dropped in the Tender Box kept in the Kerala GDC, Survey of India, if submitted by hand, **latest by 1500 (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 Safaiwalas 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 Service 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). However the Board shall consider only the total amount for the purpose of acceptance of tender.
- g) <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.
- **h)** The family members or close relatives of serving Survey of India employee shall not be offered as the service. (i.e Safaiwalas)

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

- i) Valid Registration Certificate & License from the Labour Commissioner.
- ii) Provident Fund A/C No.
- iii) PAN/TAN
- iv) Service Tax Registration Certificate
- v) Certificate/Proof showing that the Service Tax has been paid up to March 2015.
- 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 Safaiwalas have 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 (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 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  $\tilde{o}$  CDDO, K&L GDC, Survey of India $\tilde{o}$  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 provider $\tilde{o}$  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 Safaiwalas were hired.

#### b) Good Conduct of the Personnel

- i) The agency should provide the service of trained **Safaiwalas** and will furnish a Certificate that the Safaiwalas are trained and none of the **Safaiwalas** were discharged from the service on ground of criminal charges, theft and unreliability.
- ii) The service provider shall ensure that the behavior of the **Safaiwalas** deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the **Safaiwalas** so deployed. Such **Safaiwalas**, whose conduct is reported against, shall have to be immediately replaced.
- iii) The service provider shall furnish an affidavit that none of their **Safaiwalas** 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 Safaiwalas

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.

#### 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 **Safaiwalas** should be made in the presence of representative of Survey of India and a copy of acquaintance showing the payment to each **Safaiwalas** should be furnished to our office.
- iii) In no case any payment shall be made by our office directly to the **Safaiwalas** so hired, for broken periods of employment, the payment will be made on prorate 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, Kerala GDC. If the dispute persists and remains unresolved, it will be entertained by the Surveyor General of India, 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 **Safaiwalas** in SOI office 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 Safaiwalas at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & Performance security shall be forfeited. 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.

The employees of the Contractor in no case shall be treated as the employees of the employer at any point of time.

(S.N. YOGENDRANATH)

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

#### 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 Annexures, we offer to provide **Safaiwalas** 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.

V	We are av	vare that	you are not bound to	accept the lowest	or any offer	you may receive.
Dated thi	is	_day of _		2016.		

Signature:

### **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 (Minimum Wages, PF, ESIC, Service Tax, Adm/Service Charges etc)	Unit Consolidated Rate (per man month) (in Rs.)
Safaiwalas	1	
(on Contract basis)	2	
	3	
	4	
	5	
	6	
	7	
		_
		-
		_
	Total:	

Rate for one Safaiwalas		
Rate (in figures) Rs		
Rate (in words) Rupees	 	
Signature of Contractor	 _	
Postal Address:	 	
Place:		
Date:		

#### Annexure-C

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

AGREEMENT MADE on this	day of	Two thousand sixteer
between		(hereinafter called othe Service Provider of
Contractorö) on one part and the Direc as the õGovernmentö) on the other part.		eep Geo Spatial Data Centre (hereinafter referred to
per the instruction given at the prices accepted and the contractor	s or rates mentioned in has deposited	a, Procurement Board for providing <b>Safaiwalas</b> as the Bid Form and whereas such tender has been with the Government the sum ofonly) as performance Security for the
Now it is hereby agreed between the tw	o parties as follows:	
The contractor has accepted the contractor Notice No with the contractor has accepted the contractor Notice No with the contractor has accepted the con		conditions listed in the Tender Document of the ag the period of this agreement.
Government may issue a notice in write Government to claim damages for and reasonable compensation for the loss c	ting, and put an end to t tecedent breaches thereo aused by the failure of the ficate shall be the conclu-	mentioned anywhere in the Tender Document, the his agreement without prejudice to the right of the of on the part of the Service Provider and also to be contractor to fulfill the agreement as certified in asive evidence of the amount of such compensation
Rs as security for completion of the contract, the Perform	ompliance and performance Security Deposit so returned to the Service	overnment a performance Security Deposit of ance in accordance with the Contract. Upon the hall after the expiry of months from a Provider, without interest, and after deducting any arms and conditions of this agreement.
4. This agreement shall remain in force	e until 3 months after the	expiry of the contract period.
not be bound to take the whole or an	ny part of the estimated	acceptance forms contained, the Government shall manpower mentioned herein and may cancel the ng without compensating the Service Provider in
	r hereby agree to provide	nment to the Service Provider as mentioned in the to the Government the <b>Safaiwalas</b> and to remedy terms and Conditions of the Contract.
	rized representative has	set his hereto and Director, Kerala & Lakshadweep on behalf of the Government of India affixed his
Contractor:		Survey of India:
Witness:		Witness
Place: Thiruvananthapuram		

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## PERFORMANCE SECURITY FORM

To, The CDDO K&L GDC Survey of India	
Thiruvananthapuram.	
WHEREAS(Name of Service Provider hereinafter called õthe Service Provider has undertaken Contract No date	
hereinafter called õthe Service Providerö has undertaken Contract No date	
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.	О
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 Provide up to a total of(Amount of the Guarantee in Words and Figures) and	
we undertake to pay you, upon the Government  written demand declaring the Service Provider to be in defau  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 you	lt of
demand or the sum specified therein.	
This guarantee is valid until theday of2016	
Signature and Seal of Guarantors	
Deter	

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