

SURVEY OF INDIA MINISTRY OF SCIENCE AND TECHNOLOGY GOVERNMENT OF INDIA

OPEN TENDER FOR OUTSOURCING THE SERVICES OF SECURITY GUARDS & SAFAIWALAS

Tender No. 01 / 2016 / SECURITY GUARDS & SAFAIWALAS Dated: 19.04.2016

TO BE SUBMITTED BY : <u>11.05.2016</u> (15:00 hours)

O/o The Director,

TAMIL NADU, PUDUCHERRY AND ANDAMAN & NICOBAR ISLANDS
GEO-SPATIAL DATA CENTRE,
SURVEY OF INDIA
BLOCK III, ELECTRONICS COMPLEX,
THIRU.VI.KA. INDUSTRIAL ESTATE,
GUINDY, CHENNAI – 600 032.

SURVEY OF INDIA

(MINISTRY OF SCIENCE AND TECHNOLOGY)

OFFICE OF THE DIRECTOR

TAMIL NADU, PUDUCHERRY AND ANDAMAN & NICOBAR ISLANDS GEO-SPATIAL DATA CENTRE BLOCK III, ELECTRONICS COMPLEX,
THIRU.VI.KA. INDUSTRIAL ESTATE,
GUINDY, CHENNAI – 600 032.

"NOTICE INVITING TENDER"

For and on behalf of President of India, the Director, TAMIL NADU, PUDUCHERRY AND ANDAMAN & NICOBAR ISLANDS GEO-SPATIAL DATA CENTRE, Survey of India, Chennai, Telefax No. 044-2250 0145, E-Mail: tnpani.gdc.soi@gov.in invites sealed tenders from the service provider agencies/firms for outsourcing the services of Security Guards and Safaiwalas (Without Arms) in Survey of India, Guindy, Chennai – 32 as per the details below:-

1. Particulars of Tender:

a. Designation of the Authority : Director, Tamil Nadu, Puducherry and Andaman &

Nicobar Islands Geo-spatial Data Centre,

Inviting Tender Survey of India, Chennai

01 / 2016 / Security Guard & Safaiwalas

b. Tender No. : Dt.19.04.2016

c. Last date and time of receipt : <u>11.05.2016 (15:00 hours)</u>

of sealed Tender

d. Date & time of opening Tender : 11.05.2016 (16:00 hours)

e. Total pages of Tender Document: 20 (Twenty pages including cover page)

f. Tender documents are also available on Survey of India Website: www.surveyofindia.gov.in.

- 2. <u>Scope of Work:</u> These services are to be provided in the office of TNP & ANI GDC, Survey of India, Block III, Electronics Complex, Thiru.Vi.Ka. Industrial Estate, Guindy, Chennai 600032 during the period of contract. Details of the job/work are as under:
- i) The Safaiwalas shall be employed for cleaning of rooms, corridors, toilets, clearing small and big dustbins etc. in the office buildings and outer areas of the office premises under the TNP & ANI Geo-spatial Data Centre. Working hours of Safaiwalas will be from 08:30 hrs to 17:00 hrs on all working days except weekly off. Safaiwalas should be a citizen of India and his/her age should not be less than 18 years and more than 55 years. The Director, TNP & ANI GDC reserves the right to change the timings and assign other cleaning duties, if required.
- ii) The Security Guards shall be employed on providing security cover to the office of TNP & ANI GDC, Survey of India, Block III, Electronics Complex, Thiru.Vi.Ka. Industrial Estate, Guindy, Chennai 600032. 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. If required, the Security Guards may be deployed to provide security cover the Perungudi site of this office (located opposite to Perungudi Railway Station).

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

- 3. Period of Contract and Number of Personnel:
 i) No. of Safaiwalas required 02 (Two) Period of Contract 10 (Ten) months
 ii) No. of Security Guard 05 (Five) Period of Contract 10 (Ten) months

NB:The above notified number of Security Guards and Safaiwalas and the period of hire may vary

4. Eligibility Criteria for the Bidder:

- i) The service providers should have local offices at Chennai to ensure satisfactory fulfillment of contractual obligations.
- ii) The bidder must have valid EPF registration, ESI registration, Service Tax registration, PAN/TAN number, VAT clearance certificate, Registration Certificate, Registration with Labour Commissioner in providing such services in offices at Chennai along with valid License to engage private security issued by Deputy Commissioner (Labour Commission) Chennai.
- iii) The service provider agencies/firms having good track record, manpower capacity and relevant experience are only eligible to apply.
- iv) Only one tender paper is allowed to be submitted by a bidder.
- **5.** <u>Tendering Process:</u> The tenders should be submitted as per two bid system in two sealed covers.
 - (A) The first sealed cover should be superscribed "Technical Bid" and should contain:
 - i) Checklist of documents submitted (Annexure-A)
 - ii) The Proforma at 'Annexure-B' duly filled in.
 - iii) Agency profile including previous experience of manpower supply to Government/Semi Government/ Autonomous agencies.
 - iv) Acceptance of Tender offer at 'Annexure-C'.
 - v) Demand Draft for Earnest Money Deposit (EMD).
 - vi) All other required documents.
 - (B) The second sealed envelope superscribed 'Financial Bid' should contain only rates which are to be quoted on monthly basis in the proforma given in 'Annexure D'.
 - (C) Both the sealed covers should be placed in the main sealed envelope superscribed 'Tender for Outsourcing the services of Security Guards and Safaiwalas'. This should be addressed to CHAIRMAN, PROCUREMENT BOARD (PB), TNP & ANI GDC, Survey of India, Block III, Electronics Complex, Thiru.Vi.Ka. Industrial Estate, Guindy, Chennai 600032 and sent by post or hand delivered in the Tender box latest by 15.00 hrs. 11-05-2016 and shall be opened on the 11-05-2016 at 16.00 hrs. in presence of the tenderers or their authorized representatives. In the event of office, being closed on the last date of receipt or opening of bid as specified, the bid will be received/ opened on the next working day at the same time and venue.

6. Evaluation of Bids:

- a) First the check list as given in 'Annexure A' will be checked by Procurement Board for the completion, failing which the tender will be declared as non-responsive and thus liable for rejection.
- b) The technical evaluation will be done to assess the ability of the agencies to render the requisite services subject to qualifying the eligibility criteria given in Para (4).

- c) Technical bid (Annexure B) will be opened after checking the checklist (Annexure A) and the same will be checked for the completion, if all requisite documents sought in the technical bid are not found with the bid documents the tender will be declared as non-responsive and thus liable for rejection. Financial bid should be strictly in compliance to the provisions and instructions given in the tender. In case of any violation/deviation, such bid should be considered as non-responsive and thus liable for rejection.
- d) Bids will be examined 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.
- e) <u>Financial bid of the firms will be opened only if their Technical Bid found responsive and qualified.</u>
- f) Procurement Board (PB) may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- g) Procurement Board (PB) 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.
- h) Procurement Board (PB) may seek clarification, if any required, in writing from bidder by fax/e-mail. Bidder shall promptly reply by fax/e-mail within the given time limit.
- i) The comparison shall be of total price / rates offered inclusive of all taxes and all statutory obligations.

7. Earnest Money Deposit (EMD)

Bidders are required to furnish <u>Bid Security (EMD)</u> @ <u>2% on the bid amount along</u> <u>with the Tender offer</u>. The EMD should be in the form of a Bank Draft /Bank Guarantee from any Nationalized Bank valid for 60 days from the date of opening of the tenders. <u>The EMD should be furnished in favour of "E. & A.O., TN & Py GDC, Survey of India" payable at Chennai</u>. Tenders received without the Earnest Money Deposit will be summarily rejected. Unsuccessful Bidder's money shall be refunded with in 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 is payable on the BID SECURITY AMOUNT (i.e. EMD / Performance Security).

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

8. Instructions To Bidders;

i) Tender (Annexure A, B, C and Annexure D) duly filled in and signed by the tenderer must be addressed to "The Chairman, Procurement Board, TNP&ANI GDC, Survey of India, Block III, Electronic complex, Thiru.vi.ka Industrial Estate, Guindy, Chennai - 600032. and not to any individual by name if sent by post or should be dropped in the Tender

Box kept in the TNP&ANI GDC, Survey of India, if submitted by hand, latest <u>by 15.00</u> hrs. on 11.05.2016

- ii) Each page of the tender must be signed by the tenderer. The sealed cover containing Tender should be superscripted "<u>Tender for Outsourcing the services of Security Guards and Safaiwalas</u>". Covers not so superscripted are liable to be ignored.
- iii) 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, Procurement Board for considering the tender and this office is not responsible, in case such an offer is delayed in post or misdirected due to incomplete or incorrect superscription or address or any other reason.
- iv) All services shall be performed by the persons qualified and skilled in performing such services. The persons engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office. If this office finds any person(s) employed by the service provider incompetent, the service provider will be bound to replace the same with a competent person(s) to the satisfaction of this office.
- v) If the due date of receipt/opening of Tenders falls on Hoildays the tenders shall be received/opened on the next working day at the same time as specified above. The Bidder or an authourized representative of the Bidder/Firm may remain present during the opening of the tenders.
- vi) The rates quoted should be on per man-month basis. The Bid 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. The rates offered should be firm & final for 10 months and shall remain in force until 3 months after the expiry of the contract period. Any statutory change in the rates is to be absorbed by the agency however any changes in Minimum Wages will be paid by Survey of India during the contract period. The bidders are requested to quote the rates accordingly.
- vii) The statutory charges like Employer's share towards EPF, ESI and Service Tax, etc. which shall be payable by Employer over & above the Minimum wages or basic wages may be indicated while submitting the Financial bid. However, bidder's service/handling charges (inclusive off overheads, supervision charges, bonus, uniforms, Training fees gratuity etc.) may be quoted in clear terms in the Annexure 'D'. Service charges quoted as unreasonably low will not be entertained & bid will be rejected.
- viii) 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 outsourced services of Security Guards and Safaiwalas employed by them for every month. A copy of the receipt bearing individual employee enrolment No. and name for above deduction on this account shall be submitted to this office's accounts branch with the bill of succeeding month. The Survey of India will not be responsible for any liability on this account whatsoever.
- ix) The rates offered should be <u>firm and final and should be inclusive of all taxes & Statutory obligations</u> as applicable viz. Service Tax, EPF, Employers Contribution Fund, Employers

Contribution on ESIC etc. and appropriate Reliever Charges in r/o Security Guards. Relievers should be deployed and relievers name also should be reflected on Acquintance Roll and all other statutory payments and copy of payment receipts in r/o relievers also should be submitted to Survey of India while submitting monthly bill. Rates for all the categories of manpower/services (Security Guards & Safaiwalas) should be unit consolidated rate on per man month basis i.e. including all weekly offs for the month. Procurement Board shall consider only the total amount i.e Grand Total of unit Consolidated Rate (per man month) in Rs. for the purpose of acceptance of tender.

- x) Completeness of Tender offer: 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. No white fluid/Eras-ex are allowed on financial bid.
- xi) The family members or close relatives of serving Survey of India employee shall not be offered as the service.
- xii) These persons shall have to undergo police verification and the verification report to this effect shall be submitted by the tenderer to Survey of India for information/ record.
- xiii) The Contractor shall ensure regular health checkup of his contract Security Guards and Safaiwalas and compliance of provisions of labour Act or any other law as applicable here.
- xiv) The Contractor shall ensure that the contract Safaiwalas and 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. Hence if any charges are to be deducted from the deployed personnel for uniform, may be covered under service charges.
- xv) The Successful bidder shall give following undertaking in the form of an affidavit on non-judicial stamp paper of Rs.100/- duly attested by the notary public/ 1st class Magistrate and the same shall be part of the agreement :-

| "That we M/s | with our registered | office at | shall |
|---------------------------------------|-----------------------------|-----------------------------|-------|
| deposit all the contributions like El | PF,ESI, EDLI and service | tax etc. with the approp | riate |
| authorities regularly and that we | э, M/sw | ith our registered office | e at |
| shall be responsible | e for implementation of pro | visions of labour law and r | ules |
| as made applicable by the appropr | iate Govt. in respect of co | ntract of Security Guards | and |
| Safaiwalas for which the contract ha | s been awarded". | | |

"Further, we M/s shall deposit employers and employees (Security Guards and Safaiwalas) contributions towards EPF, ESI, EDLI and service tax by the due dates and supply attested copies of the challans (clearly showing relevant entries against the individual names deployed on duty) 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 contractor fails to produce copies of the relevant challans, <u>Survey of India</u> will be at liberty to deduct such amounts from the bills and deposit the same with the <u>concerned authorities</u>. In the event of any penalty imposed by the concerned Department

due to delayed deposit, the same shall be paid by the contractor. Evidence of such deposits will then be supplied to the contractor. Further, copies of ESI Card (with ESI Code) in respect of each such contract Security Guards and Safaiwalas and will be required to be submitted to Survey of India for onward transmission to the ESI Corporation as per standing requirement. Similarly EPF Code in respect of each such Safaiwalas & Security Guards also required to be submitted to Survey of India.

- xvi) The contractor shall not sublet, transfer or assign the contract or any part thereof to any other party.
- xvii) If the services provided by the contractor 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 contractor.
- xviii) The SOI shall not be in any manner concerned with the internal affairs of the contractor i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the contractor may be having.
- (a) In case of non providing /providing of less number of persons, SOI reserves the right to levy penalty as may be decided by Chairman, Procurement Board. Further, for providing of inferior quality of services continuously, SOI reserves the right to cancel the contract.
- (b) In case penalty is imposed for more than 5 times on the contractor on account of non providing/providing of less number of persons to SOI the contractual agency is liable to be considered for cancellation of contract, forfeiture of security deposit and blacklisting of the firm upto the period of 3 years, for further tendering.
- xix) The contractor shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and tenderers service charges for the categories of outsourcing services deployed for duty in SOI premises duly supported with the following documents:
- a) Attendance report duly signed by any authorized officer of the SOI.
- b) Documents in support of deposit of EPF/ESI/EDLI/Service tax of the previous month by 3rd day (or 5th day) of the following month, clearly specifying the relevant entries against the names of contract labour in respect of whom statutory liabilities have been deposited must be submitted to the Director, TNP & ANI GDC, Chennai.
- xx) The tenderer shall also be solely responsible for any lapse or delay for the submission of any return to the concerned authority of the labour Department /EPF/ESI organizations about the staff engaged on contract basis through them as per rules.
- xxi) The contractor shall himself be solely responsible for the timely submission of bills and timely payment of wages to the Contractual staff.
- xxii) 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.

xxiii) Any notice required or permitted to be given pursuant to this agreement shall be duly given or sent through Speed Post and addressed to the tenderer through their proprietor or partner and in case of the SOI to PB.

xxiv) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

xxv) The service provider will provide the required personnel, <u>if needed additionally</u>, for a shorter period also, in case of any exigencies as per the requirement of this office.

xxvi) The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

xxvii) The service provider shall be contactable at all times and messages sent by phone/e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.

xxviii) That the Service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the agency. For any accident or casualty occurred during the course of working to any staff deployed by the agency, the liability that will arise out of the accident will be borne by the agency. The responsibility will remain with agency and this office will no way be responsible for it or any other clause mentioned above.

xxix) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

xxx) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

xxxi) The bidder may offer rates for outsourcing the services of both the Safaiwalas & Security Guard or either one (Safaiwalas or Security Guard) as per the service and experience of the firm. However, only one Bid form should be submitted by one Bidder.

9. Other 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 90 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 "E. & A.O., TN & Py GDC, Survey of India," payable at Chennai 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 services for which the Security Guards and Safaiwalas were hired.

In case contract is awarded to a firm/agency and such firm/agency fails to provide the services of Security Guards and Safaiwalas at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & Performance security shall be forfeited.

b) Good Conduct of the Personnel

- i) The agency should provide the service of trained Security Guards and Safaiwalas and will furnish a Certificate that the Security Guards and Safaiwalas are trained and none of the Security Guards and 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 Security Guards and Safaiwalas deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the Security Guards and Safaiwalas 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 and 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 month's notice to the contract.

c) Leave to the Contractual Staff

The agency shall deploy the full strength of personnel all the time and shall maintain a list of the reserve to provide the replacement.

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 Income tax and other applicable taxes at the rates in force as per applicable laws/Acts.

- ii) Payment to the Security Guards and Safaiwalas should be made only in the bank account of the deployed personnel through NEFT/RTGS OR Payment to the Safaiwalas and Security Guards should be made in the presence representative of Survey of India on Acquaintance Roll showing the payment details before 7th day of each month and payment details will be submitted to this office.
- iii) In no case any payment shall be made by our office directly to the Security Guards and 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) Compensation to the deployed staff

It is clearly understood that the Contract Security Guards and Safaiwalas deployed by the contractor 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 carryout the orders of the authorized/ controlling officers of Survey of India.

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 contractor 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 contractor while performing their duties within/outside the premises or damage of any other kind. The contractor shall always keep Survey of India fully indemnified against any such claim or damages.

f) Contractor shall not be allowed to be represented by a lawyer.

g) Compliance of statutory provisions of law

- i) The contractor shall observe all laws, regulations, orders and directions issued by the Central Govt. or State Govt. or UT Administration or local authorities concerning the discharge of duties in execution of the contract. Any contravention of such laws, rules, regulations, orders and directions will be deemed to be a breach of the contract and the contractor shall be liable to all the consequences and in case of any such breaches, if Survey of India incurs any obligations then the contractor shall be responsible to reimburse to Survey of India any loss, monetary or otherwise, occasioned on account of any such breach or contravention.
- ii) In case any person deployed by the contractor enters into dispute of any nature whatsoever, it will be the sole responsibility of the tenderer to contest the same. In case, Survey of India is also made a party and is supposed to contest the case, the cost, if any, of the actual expenses incurred towards counsel fee and other expenses shall be paid to the Survey of India by the contractor in advance on demand. Further, the contractor shall ensure that no financial or any other legal liability comes on the Survey of India in this respect of any nature whatsoever for the act done by the person of the contractor and shall keep the Survey of India indemnified in this respect.

h) 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.

i) The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/ - non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of Ten months commencing from the deployment of personnel to this office and shall continue to be in force for three month in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of Twelve months and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. is to be absorbed by the Survey of India.

10. The contract may be terminated on any of the following contingencies:-

a) On the expiry of the contract period;

OR

b) A notice at any time during the currency of services (contract) in case the services rendered by the tenderer are not found satisfactory;

)R

c) For committing breach of any of the instructions/terms & conditions of the tender / contract by the tenderer (contractor);

OR

d) On assigning the contract or any part thereof or any benefit or interest therein or thereunder by the tenderer (contractor) to any third person or subletting the whole or a part of the contract to any third person;

OR

e) On contractor being declared insolvent by the competent court of Law.

OR

f) During the notice period for termination of contract, in the situations contemplated above, the contractor shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract (on any ground whatsoever) and to ensure that no

person creates any disruption/ hindrance/problem of any nature to the SOI.

11. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Resolution of Disputes

12. In the event of any dispute or difference arising out of or in any way touching or concerning this tender whatsoever (except as to matters the decision of which is specifically provided under this contract), the same shall be first sorted out by the Director, TNP & ANI GDC.. If the dispute persists and remains unresolved, it will referred to the sole arbitration Surveyor General of India, Dehradun, or any person appointed by him. The award of such arbitrator shall be final and binding on both the parties hereto.

(T.P. MALLIK)

DIRECTOR (Current duty),
CHAIRMAN, PROCUREMENT BOARD
TAMIL NADU, PUDUCHERRY AND ANDAMAN & NICOBAR ISLANDS
GEO-SPATIAL DATA CENTRE
SURVEY OF INDIA
CHENNAI

Annexure-A

CHECKLIST OF DOCUMENTS SUBMITTED

| SI.No. | Documents to be submitted | Submitted | Not Submitted | Remarks |
|--------|---|-----------|------------------|---------|
| 1 | Copy of Registration of firms | | | |
| 2 | Copy of Registration Certificate of EPF | | | |
| 3 | Copy of Registration Certificate of ESI | | | |
| 4 | Copy of License to provide manpower (including security) services. | | | |
| 5 | Copy of Income Tax Return for last 2 years | | | |
| 6 | Copy of Service Tax Registration | | | |
| 7 | Copy of PAN/TAN Card | | | |
| 8 | List of clients with duration and quantum of work executed for them | | | |
| 9 | Proof of experience | | | |
| 10 | Last 2 years audited statement from Chartered Accountant | | | |
| 11 | Earnest Money Deposit (Bank Draft) @ 2% on bid amount | | | |

Signature of Bidder Seal of Establishment

Full Name of Bidder with address and date

ANNEXURE-B

PROFORMA FOR TECHNICAL BID

| SI.No. | Particulars | To be filled by the tenderer |
|--------|--|------------------------------|
| 1 | Name of the Agency | |
| _ | | |
| 2 | Date of establishment of the agency | |
| 3 | Detailed office address of the Agency with office | |
| | Telephone Number, Fax Number and Mobile | |
| | Number and name of the contact person | |
| 4 | Whether registered with and holding license from all | |
| | concerned Government Authorities including | |
| | registration under Contract Labour (Regulation & | |
| | Abolition) act, 1970.(Copies of all certificates of | |
| | registration to be enclosed) | |
| 5 | PAN/ TAN Number (Copy to be enclosed) | |
| 6 | Labour License Number (Copy to be enclosed) | |
| | ` ', | |
| 7 | Service Tax Registration Number (Copy to be | |
| | enclosed) | |
| 8 | EPF Registration Number (Copy to be enclosed) | |
| 9 | ESI Registration Number (Copy to be enclosed) | |
| 10 | Whether the firm is blacklisted by any Government | |
| | Department or any criminal case is registered against | |
| | the firm or its owner/partners anywhere in India. (If | |
| | no, a certificate is to be attached in this regard) | |
| 11 | Length of experience in the field | |
| 12 | Experience in dealing with Govt. Departments | |
| | (indicate the names of the Department and years of | |
| | dealing with those Departments and attach copies of | |
| 40 | contract orders placed on the agency. | |
| 13 | Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token | |
| | of acceptance of the same, is attached. | |
| 14 | Whether agency profile is attached? | |
| '- | Tribule agency profile is attached: | |
| 15 | List of other clients | |
| 16 | Financial turnover of the tendering | |
| | company/firm/agency for the last 2 financial year | |
| | with supported documents (copy of balance sheet, | |
| | duly certified by Auditors/ CAs to be attached) | |
| 17 | Whether any show cause notice was ever issued by | |
| | the Office of the Labour Commissioner or any | |
| | Government Agency? If so, details thereof (Please | |
| | attached the copies of communications, if any). | |

TENDER OFFER / QUOTATION

To

The Director,
Chairman, Procurement Board,
Tamil Nadu, Puducherry and Andaman & Nicobar Islands
Geo-spatial Data Centre,
Survey of India,
Electronics Complx,
Thiru.Vi.Ka. Industrial Estate,
Guindy, Chennai – 600 032.

After having examined the tender documents including all Annexures, we offer to supply the services of Security Guards and Safaiwalas in accordance with the said tender document.

We undertake, if our tender offer is accepted, to enter into the contract and commence the services within 07 days calculated from the date of signing of the Contract Agreement.

If our tender offer is accepted we will submit a bank guarantee / Demand Draft 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 of | ffer for and on behalf of |

<u>ANNEXURE – D</u>

PROFORMA FOR FINANCIAL BID

| Description of Manpower/ Services | Break details of the Rate (Minimum Wages, EPF, ESIC, Service Tax, Adm./Service Charges Etc.) | | | | Grand Total | | | |
|--|--|---|-------------------------------|-------------------------|-----------------------|-------|-------------------------|---|
| (on contract basis) | Minimum Wages | EPF charges/ EDLI charges @ 13.36% | ESIC charges @ 4.75% | Service Charges * | Other Charges @ | Total | Service Tax @ 15% | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Security Guard (State Labour Commission rate) | | | | | | | | |
| Safaiwalas (State Labour Commission rate) | | | | | | | | |

Note: i) Service Charges only to be quoted in percentage upto two decimals considering the terms and conditions given in Para 8 (v), (vi) and (viii) of the tender.

ii) Any other charges, viz..'Reliever Charges' in r/o security guard may be shown in 'Other charges' column (Col.6) with appropriate note.

| Rate for |
|-------------------------|
| Rate (in figures) Rs |
| Rate (in words) Rupees |
| Signature of Contractor |
| Postal address: |
| Place: |
| Date: |

CONTRACT AGREEMENT

(Agreement to be executed on a non-judicial court stamp of Rs.100/- value)

| | AGREEMENT MADE on this | day of | | _ Two |
|------------------------------------|---|--|--|--------------------------------------|
| thou | usand sixteen between | | | |
| Nad | reinafter called "the Service Provider or du, Puducherry and Andaman & Nicoba erred to as "Government") on the other | ar Islands Geo-spatial | | |
| ICIC | area to as Government) on the other | part. | | |
| Boa give acce | EREAS the Service Provider has tended for providing the servicing of Securen at the prices or rates mentioned in epted and the contractor has dep(Rupees(Rupees | ity Guards and Safaiw the Bid Form and whe osited with the Gov | valas as per the insereas such tender leernment the sum | structions has been n of Rs. |
| Sec part | (Rupees curity for the fulfillment of this Agreer ties as follows: | nent. Now it is hereb | y agreed betweer | the two |
| Ten | The contractor has accepted the conder Document of the Tender Notice Nation period of this agreement. | | | |
| Ten agre ante com cert | Upon breach by the contractor of an oder Document, the Government may be seement without prejudice to the rigoroacedent breaches thereof on the part appensation for the loss caused by the fified in writing by the Government who amount of such compensation payable | issue a notice in writi ht of the Governme of the Service Providallure of the contractors certificate shall be | ng, and put an en nt to claim dama ler and also to rear to fulfill the agree the conclusive evice. | d to this ages for asonable ement as |
| Dep with shal to th | The Service Provider has deposited posit of Rs as security at the Contract. Upon the completion of 13 months from the Service Provider, without interest, wider to the Government under the terrors. | for compliance and p f the contract, the Per ne date if signing this a and after deducting ar | performance in acc formance Security agreement will be ny sum due by the | cordance Deposit returned |
| | This agreement shall be valid for 10 ths after the expiry of the contract per | | all remain in force | e until 3 |

whatsoever.

5. Not with standing 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

| 6. In consideration of the payments to be ma Provider as mentioned in the Tender Document provide to the Government the Security Guashortcomings/deficiencies therein, if any, in confort Contract. | , the Service Provider hereby agree to ards and Safaiwalas and to remedy |
|---|---|
| 7. In witness thereof the service provider Tamil Nadu, Puducherry and Andaman & Nico Chennai or his authorized representative has on be his signature and sea thereto on the day and the years. | bbar Islands Geo-spatial Data Centre, behalf of the Government of India affixed |
| Contractor: | Survey of India: |
| Witness: | Witness |
| Place : Chennai | |
| Date: | |

PERFORMANCE SECURITY FORM

То

The Estt. & Accounts Officer,
Tamil Nadu, Puducherry and Andaman & Nicobar Islands
Geo-spatial Data Centre,
Survey of India,
Electronics Complx,
Thiru.Vi.Ka. Industrial Estate,
Guindy, Chennai – 600 032.

| WHEREAS | | | (Name of Service |
|---------------------|-----------------------------|------------------------|-------------------------------------|
| Provider hereinafte | r called "the Service Provi | ider" has undertaken C | ontract No |
| _ dated | . 2016 to supply | | Description of Services) |
| hereinafter called | the Contract. AND WHI | EREAS it has been s | tipulated by the Government in |
| the said Contrac | t that the Service Prov | vider shall furnish to | o you a bank Guarantee by a |
| recognized bank | for the sum specified t | herein as security fo | or compliance with the Service |
| Provider's perfor | mance obligations in acc | cordance with the Co | ntract. |
| AND WHEREAS v | ve have agreed to give tl | ne Service Provider a | guarantee: |
| THEREFORE WE I | nereby affirm that we are | Guarantors and resp | onsible to you, on behalf of the |
| Service Provider, u | p to a total of | | (Amount of the Guarantee |
| in Words and Figur | es) and we undertake to pa | ay you, upon the Gover | nment's written demand declaring |
| the Service Provide | er to be in default under | the contract and witho | ut cavil or argument, any sum or |
| sums within the lim | nit of | as aforesa | id, without your requiring to prove |
| or to show reasons | for your demand or the su | ım specified therein. | |
| This guarantee is | valid until the | day of | 2017 |
| Signature and Se | al of Guarantors | _ | |
| | | | |
| | | | |
| Address: | | | |