



**SURVEY OF INDIA
MINISTRY OF SCIENCE AND TECHNOLOGY
GOVERNMENT OF INDIA**

**OPEN TENDER FOR
OUTSOURCING THE SERVICES OF
DRIVERS/LOCAL LABOURERS**

Tender No. 03 / 20 17 / DRIVERS/LOCAL LABOURERS

Dated: 30/06/2017

TO BE SUBMITTED BY: 01/08/2017 (15.00 hrs)

**O/o The Director,
TAMIL NADU, PUDUCHERRY AND ANDAMAN &
NICOBAR ISLANDS GEO-SPATIAL DATA CENTRE,
SURVEY OF INDIA
B LOCK III, ELECTRONICS COMPLEX,
T HIRU.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 DRIVERS/LOCAL LABOURERS in Survey of India, Guindy, Chennai – 32** as per the details given below:-

1. PARTICULARS OF TENDER

- a. Designation and address of the Authority
Inviting the tender : The Director, TNP & ANI GDC,
Survey of India,
THIRU-VI-KA Industrial Estate,
Guindy, Chennai-32.
- b. Total No. of pages in this Tender
Document. : 20 pages
- c. Last date & time of receiving the Tender. : 01.08.17 (15.00 hrs)
- d. Date and time of opening of TECHNICAL BID : 01.08.17 (16.00 hrs)
- e. Date and time of opening of FINANCIAL BID : 02.08.17 (16.00 hrs)
- f. Cost of tender : Rs.500/-
- g. Tender documents are also available on Survey of India Website:
www.surveyofindia.gov.in.

2. **Scope of Work:** 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 Driver shall be deployed for driving the official vehicle and he should be aware with Traffic Rules and have valid licence (Both LMV & HMV). Normally working hours will be from 9.00hrs to 17.30 hrs on all working days except weekly off and closed holidays. He should be a citizen of India and his age should not be less than 18 years and more than not 50 years. He should have mechanical experience with ITI certificate is preferable. The Director, TNP & ANI GDC reserves the right to change the timings and assign other duties, if required.
- ii) The Local Labourers (Unskilled) shall be deployed in various sections of this office for general duties. Working hours will be from 08.30 hrs to 18.00 hrs on all working days except weekly off and closed holidays. The Director, TNP & ANI GDC reserves the right to change the timings and assign other duties, if required.

Sl.No.	Description	
01.	Drivers/Local Labourers	2 Drivers for 12 months/10 Local Labourers for 12 months
02.	Duty hours	9.00 hrs to 17.30 hrs / 8.30 hrs to 18.00 hrs
03.	Weekly Off	As per the Department procedure
04.	Requirements	<p>The Drivers/Local Labourers provided by the Security Agency:</p> <p>a) Should be a citizen of India</p> <p>b) Has completed 18 years of age but not attained the age of 50 years</p> <p>c) His character and antecedents are satisfied in the prescribed manner (Copies of Character & Police Antecedent Verification should be submitted, If selected)</p> <p>d) Fulfills such physical standards as may be prescribed</p> <p>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.</p> <p>f) Drivers should passed 10th Standard having valid Driving license (LMV & HMV) including 2 years experience and should know the Road Map of Tamil Nadu & Puducherry, able to carry out minor repair and maintain the vehicles not having any ill health nor any disease.</p> <p>g) Local Labourers should be passed atleast 8th standard.</p> <p>i)The Agency providing the service manpower will furnish a certificate that none of the Personnel were discharged from service on ground of criminal charges, theft and unreliability.</p>
05	Preference	Preference will be given to agencies who will arrange the Drivers/Local labourers 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 Drivers required - 02 (Two) Period of Contract – 12 (Tweleve) months
- ii) No. of Local Labourers - 10 (Ten) Period of Contract – 12 (Tweleve) months

NB: The above notified number of Drivers and Local labourers 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. Tendering Process: 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 Drivers and Local labourers'**. 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. 01.08.17 and shall be opened on the 01.08.17 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) Financial bid of the firms will be opened only if their Technical Bid found responsive and qualified.
- 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 **Bid Security (EMD) @ 1% on the bid amount along with the Tender offer.** 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. **The EMD should be furnished in favour of "E. & A. O., TN & Py GDC, Survey of India" payable at Chennai.** Tenders received without the Earnest Money Deposit will be summarily rejected. Unsuccessful Bidder's 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 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 by 15.00 hrs. on 01.08.2017

ii) Each page of the tender must be signed by the tenderer. The sealed cover containing Tender should be superscripted "Tender for Outsourcing the services of Drivers and Local labourers". 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 Holidays the tenders shall be received/ opened on the next working day at the same time as specified above. The Bidder or an authorized 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 12 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 of 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 Drivers and Local labourers 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 firm and final and should be inclusive of all taxes & Statutory obligations as applicable viz. Service Tax, EPF, Employers Contribution Fund, Employers

Contribution on ESIC etc. Rates for all the categories of manpower/services (Drivers/Local labourers) 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 Drivers and Local labourers and compliance of provisions of labour Act or any other law as applicable here.

xiv) The Contractor shall ensure that the contract Drivers/Local labourers 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 EPF,ESI, EDLI and service tax etc. with the appropriate authorities regularly and that we, M/swith our registered office atshall be responsible for implementation of provisions of labour law and rules as made applicable by the appropriate Govt. in respect of contract of Drivers and Local labourers for which the contract has been awarded".

"Further, we M/s shall deposit employers and employees (Drivers and Local labourers) 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, 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 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 Drivers and Local labourers 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 Drivers/Local labourers 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, if needed additionally, 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 Drivers/Local labourers as per the service and experience of the firm. However, only one Bid form should be submitted by one Bidder.

xxxii) In case of non-providing/providing a less number of people, SOI reserve the right to levy penalty as may be decided by the Procurement Board. Further, for providing of inferior quality of service continuously, SOI reserve the right to cancel the contract.

xxxiii) In case of penalty is imposed for more than 5 times on the contractor on account of non-providing/providing a 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 a period of 3 years, for further contract.

xxxiv) Drivers/Local labourers hired by the service will not permitted to become member of the Union formed by the employees of the Directorate and will not interfere in any manner into the work and management of the Directorate of TNP&ANI GDC.

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 Drivers and Local labourers were hired.

In case contract is awarded to a firm/agency and such firm/agency fails to provide the services of Drivers and Local labourers 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 Drivers and Local labourers and will furnish a Certificate that the Drivers and Local labourers are trained and none of the Drivers and Local labourers were discharged from the service on ground of criminal charges, theft and unreliability.

ii) The service provider shall ensure that the behavior of the Drivers and Local labourers deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the Drivers and Local labourers 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 Drivers and Local labourers 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 Drivers and Local labourers should be made only in the bank account of the deployed personnel through NEFT/RTGS OR Payment to the Drivers and Local labourers 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 Drivers and Local labourers so hired, for broken periods of employment, the payment will be made on prorated 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 Drivers and Local labourers 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 carry out 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 Twelve 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;

OR

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 be referred to the sole arbitration of Surveyor General of India, Dehra Dun, or any person appointed by him. The award of such arbitrator shall be final and binding on both the parties hereto.

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

CHECKLIST OF DOCUMENTS SUBMITTED

Sl.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) @ 1% on bid amount			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address and date

PROFORMA FOR TECHNICAL BID

Sl.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 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?	
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).	

Signature of Bidder Seal of Establishment

Full Name of Bidder with address and date

TENDER OFFER / QUOTATION

To

The Director,
Chairman, Procurement Board,
Tamil Nadu, Puducherry and Andaman & Nicobar Islands
Geo-spatial Data Centre,
Survey of India,
Electronics Complex,
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 Drivers and Local labourers 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 _____ 2017.

Signature: _____

(_____)

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

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	
1	2	3	4	5	6	7	8	9
1. Drivers (State Labour Commission rate)								
2. Local Labourers (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.

Rate for 1. _____

2. _____

Rate (in figures) 1.Rs. _____

2.Rs. _____

Rate (in words) 1.Rupees _____

2.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 thousand sixteen between _____ (hereinafter called “the Service Provider or Contractor”) on one part and the Director, Tamil Nadu, Puducherry and Andaman & Nicobar Islands Geo-spatial Data Centre (hereinafter referred to as “Government”) on the other part.

WHEREAS the Service Provider has tendered to the Chairman, Combined Procurement Board for providing the servicing of Drivers and Local labourers as per the instructions 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 13 months from the date of signing this agreement will be returned to the Service Provider, without interest, and after deducting any sum due by the Service Provider to the Government under the terms and conditions of this agreement.
4. This agreement shall be valid for 12 months only and shall remain in force until 3 months after the expiry of the contract period.
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 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 Drivers and Local labourers 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, Tamil Nadu, Puducherry and Andaman & Nicobar Islands Geo-spatial Data Centre, Chennai or his authorized representative has on behalf of the Government of India affixed his signature and sea thereto on the day and the year noted above.

Contractor:

Survey of India:

Witness: _____

Witness _____

Place : Chennai

Date:

PERFORMANCE SECURITY FORM

To

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

WHEREAS _____(Name of Service Provider hereinafter called “the Service Provider” has undertaken Contract No. _____ _ dated __. _____. 2017 to supply _____Description of Services) hereinafter called the Contract. AND WHEREAS it has been stipulated by the Government in the said Contract that the Service Provider shall furnish to you a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____ 2017

Signature and Seal of Guarantors

Date: _____

Address: _____