

**TENDER**  
**FOR**  
**PROCURING THE SERVICES OF**  
**MALI**



**SURVEY OF INDIA**  
**RANCHI**

**Tender**

**S-01/5-L**

**Dated:-**

**13/02/2019**

**Tender Document Fee: Rs. 200/-**

**LAST DATE FOR SUBMISSION OF TENDER: 06.03.2019 (15:00 Hours)**

**SURVEY OF INDIA**  
**(MINISTRY OF SCIENCE AND TECHNOLOGY)**  
**OFFICE OF THE DIRECTOR**  
**JHARKHAND GEO SPATIAL DATA CENTRE**  
**MAGISTRATE, Coloney DORANDA**  
**SURVEY OF INDIA**  
**RANCHI-834002**

Sealed Quotations are invited for hiring the Service of Mali in Jharkhand Geo-Spatial Data Centre, Survey of India, Magistrate Colony, Doranda as per the details below:-

1. Tender Document can be downloaded from the website [www.Surveyofindia.gov.in](http://www.Surveyofindia.gov.in)

2. Bid Reference Tender No. S-01/5-L Dated: 13/02/2019

3. **Particulars of Tender**

Designation of the Authority	:	Director JGDC, Doranda, Ranchi
Inviting Quotation	:	Survey of India, Doranda, Ranchi
Earnest Money Deposit	:	Rs, 5,000/-
Tender Document fee	:	Rs, 200/-
Last date and time of receipt of sealed Quotation	:	06.03.2019 (1500hours)
Date & time of opening quotaion	:	06.03.2019 (1600 hours) Jharkhand GDC

Mode of payment:-

Bankers Cheque /Demand Draft/Pay order in favour of DDO,Jharkhand GDC Survey of India, Ranchi, from any Nationalized Bank payable at Ranchi.

**(Tender will be rejected if it is not accompanied by Tender/Earnest Money Deposit Fee)**

4. **Scope of Work.**

a) **Mali:** Mali should be able to plant new tree and flowers and take care of old one.

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

No. of Mali 01 (one), period of Contract – 12(Twelve) months from the date of engaging him. The period can be extended for one more year at same date on the discretion of Survey of India Administration.

6. **ELIGIBILITY AND QUALIFICATION CRITERIA FOR THE PERSONNEL OFFERED ON SERVICE.**

- a) The individual so engaged, should possess the following criteria:
- i) The Mali should be able to understand Hindi/English in written form.
  - ii) The Mali should be in a good state of health.
- b) **For the Bidder**
- i) The bidder must have valid EPF code No./ESI code No. /Service Tax code/PAN/TAN/GST No. The agency so engaged will entirely be responsible to deposit EPF &ESI (both employer & employed share),Service Tax etc. with the respective departments in respect of the Mali employed by them every month. A copy of the receipt on this account shall be submitted to the office with the bill of succeeding month. Survey of India will not be responsible for any liability on this account whatsoever.
  - ii) The bidder must have a valid license from the licensing Authority enacted by the Local Administration with its updated renewal with documentary proof. Any obligations and/or formalities which are required to be fulfilled under the relevant act as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to be awarded shall be carried out by the bidder at his own expenses, and the tenderer shall report the compliance thereof to SOI. The bidder shall solely be responsible for violation of any provision of the said Act or any other Act.

7. **WORK TIMINGS:**

Mali has to work from 8a.m to 4:30pm six days a week.

8. **INSTRUCTION TO BIDDERS**

The Tenderer is advised to download the tender documents from SOI website [www.surveyofindia.gov.in](http://www.surveyofindia.gov.in). Down loaded Tenders must be accompanied by Tender Document Fees of Rs.200/--in the form of Demand Draft drawn in favour of **DDO, Jharkhand GDC ,Survey of India, Ranchi** from any nationalized bank payable at Ranchi, failing which, it will be rejected.Tender forms can also be obtained from the office of “The Director, JGDC, Survey of India, Doranda, Ranchi on payment of Rs. 200/-.

Tender with Annexures duly filled in and signed by the tenderer must be addressed to “The Director, JGDC Doranda, Ranchi and not to any individual by name if sent by Post or should be dropped in the Tender Box kept in the JGDC, Survey of India, if submitted by hand, latest by 1500(hrs) on 06.03.2019

- a) Each page of the tender must be signed by the tender. The sealed cover containing Tender should be superscripted “**Tender For Mali opened only by the Chairman, Procurement Board, Survey of India,Ranchi**” 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, JGDC 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 Tax/taxes/GST 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 /ESI /ESIC Administration or Departmental Charges / Inspection Charges / Service Charges should be as far as possible mentioned clearly with percentage (wherever applicable for such taxes/charges). However the Board shall consider all the charges for acceptance of tender.
- g) The successful tenderer will furnish the list of his contract Mali to be deployed in Survey of India. However, the selection of the contract Mali will be made by the Chairman Procurement Board or his representative.
- h) The tenderer shall ensure that the contract Mali so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by Survey of India.
- i) **The Successful tenderer shall give following undertaking in the form of an affidavit on non-judicial stamp paper of Rs. 100/- duly attested by the notary public and the same shall be part of the agreement:-**

“That we M/s-----with our registered office at----- shall deposit all the contributions like PF,ESI, EDLI and service tax etc. with the appropriate authority regularly and that we, M/S ----- with our register office at ----- shall be responsible for implementation of provisions of labour law and rules as made applicable by the appropriate Govt. in respect of contract for Mali which the contract has been awarded”

“Further, we M/s -----shall deposit employers and employees contributions towards EPF, ESI, EDLI and service tax by the due dates and supply attested copies of the challans of the previous months. The monthly wages bill including all the statutory liabilities will, however, be released only after ensuring that all the statutory liabilities of the previous month have been deposited with appropriate authorities through relevant challans”

In case the tenderer fails to produce copies of the relevant challans, Survey of India will be at liberty to deduct such amounts from the bills and deposit the same with the concerned authorities. In the event of any penalty imposed by concerned Department due to delayed deposit, the same shall be paid by tenderer. Evidence of such deposit will then be supplied by tenderer. Further, ESI Code in respect of each such contract for Mali will be required to be submitted to Survey of India for onward transmission to the ESI Corporations as per standing requirement.

j) If Survey of India complex suffers any loss or damages on account of negligence, default or theft on the part of any of the Mali provided by the agency during the validity of the contract, the tenderer shall be liable to reimburse/make good the loss, so suffered by Survey of India. The tenderer shall keep Survey of India fully indemnified against any such loss or damage, which become known even after the expiry of this contract.

The above mentioned losses shall also be deemed to include loss due to any award, decree of any court/arbitrator judicial or quasi-judicial authority.

k) Authorized officer shall be at liberty to send any contract Mali back after intimating the tenderer if such person is not in proper uniform/is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious/infection disease.

I) The tenderer shall not, sublet, transfer or assign the contract or any part thereof to any other party.

M) If the services provided by the tenderer are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, Chairman Procurement Board reserves the right to get the services from other sources at the risk and cost of the tenderer

N) On the expiry of the contract, the personnel deployed by the contractual agency shall be relieved automatically. However, the contractual agency will clear their accounts by paying them all their dues as required under the law in force. In case of any dispute on account of the termination of employment or non-payment of dues of the personnel by the tenderer, it shall be the entire responsibility of the tenderer to pay and settle the same. The tenderer shall comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by it.

O) The contract may be terminated on any of the following contingencies:-

i) On the expiry of the contract period.

**OR**

ii) A notice at any time during the currency of services in case the services rendered by the tenderer are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

**OR**

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

**OR**

iii) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the tenderer to any third person or subletting the whole or a part of the contract to any third person.

**OR**

On tenderer being declared insolvent by the competent court of Law. During the notice period for termination of contract, in the situations contemplated above, the tenderer shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to the SOI.

P) Completeness of Tender offer: The bidder is expected to examine all instructions like use of proper forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the tender documents may result in rejection of tender offer. Tender should be neatly filled in and the person signing the tender should, duly authenticate any errors or corrections in the tender.

Q) It is clearly stated that the Contract Mali deployed by the tenderer shall be the employees of the agency for all intents and purpose. Survey of India shall have no relationship of employer and employee or master and servant with the contract staff so deployed by the agency except that they have to carry-out the orders of the authorized/controlling officers of Survey of India

R) Survey of India shall not be liable for any action, direct or indirect to any claim, damages, compensation that might become payable to the employees of the tenderer under the order of any lawful authority in the event of an accident resulting in the possible injury or death of any employee of the tenderer while performing their duties within/outside the premises or damage of any other kind. The tenderer shall always keep Survey of India fully indemnified against any such claim.

9) **Evaluation of Bids:**

a) The SOI 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 SOI will examine the bids to determine the correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- d) The SOI may contact and verify bidder's information, reference and data submitted in the bid without further reference to bidders.
- e) The SOI reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the Letter of Intent/Notification of Award of Contract.
- f) The SOI may seek clarification in writing from bidder. Bidder shall promptly reply within the time limit specified in the clarification letter from the SOI.
- g) **The Service provider should not quote the rates less than the Minimum wages as per latest order issued by Deputy Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of Jharkhand, and if the rates quoted in the Tender will be found less than the Minimum Wages, the Tender will be treated as disqualified.**
- h) **The bid will be awarded on the basis of Total wages inclusive of all taxes per month to be paid for One mali as quoted in Annexure-B of the Tender by the Bidder. If two or more bidders found to quote the same total wages inclusive of all taxes per month. The finalization of the award will be made based on the Toss in presence of such (equal rates quoted) bidders.**
- i) Earnest Money Deposit (EMD): Bidders are required to furnish Bid Security/EMD along with the Tender offer. The EMD should be in the form of a Account Payee Demand Draft/Bank Guarantee, from a Nationalized bank for Rs. 5,000/- (Rupees five thousand only) drawn in favour of DDO,JGDC, Survey of India payable at Ranchi 834002 valid for 60 days from the date of opening of the tender. 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.

- j) All bidders should enclose photocopies of the following documents along with the Tender offer.
  - i) Valid Registration Certificate & License from the Labour Commissioner.
  - ii) EPF Code No. & ESI code No.
  - iii) PAN/TAN
  - iv) GST Certificate.
  - v) Certificate/Proof showing that the GST has been paid up to December. 2018
  - vi) Documents indicating data of establishment of firm, Name of the Head (s) of the firm and their contact details viz. Fax, E-mail ID.
- k) **The Chairman, Procurement Board, JGDC, Survey of India, Doranda, Ranchi reserves the right to reject any or all tenders without assigning any reason. The Chairman does not bind himself to accept the lowest tender.**
- m) **LAST DATA & TIME OF RECEIPT OF SEALED QUOTATION IS 06.03.2019 (1500Hrs.) Quotations received after due date and time, as stipulated herein, shall be summarily rejected.**
- 10) **TERMS AND CONDITION OF THE CONTRACT:**

a) Performance Security.

The Performance Security should be furnished for an amount of 5% of yearly estimate for the service contract Value valid for a period of 60 days beyond the date of completion of all contractual obligations. The successful contractor shall furnish the performance security in the form of either FDR made in the name of agency but hypothecated to SOI or a Bank Guarantee, protecting the interests of the Government in all respect. 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 be Contractor on successful completion of the contract services.**

b) Good Conduct of the personnel.

i) The agency should provide the service of trained Mali will furnish a Certificate that they are trained and none of them were discharged from the service on ground of criminal charges, theft and unreliability.

ii) The service provider shall ensure that the behavior of the Mali deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the personnel so deployed. Such personnel, whose conduct is not good, shall have to be immediately replaced.

iii) The service provider shall furnish an affidavit that none of their Mali deputed to work under this contract will later ask employment under the Government. If the services provided by the contractor are not found satisfactory, the contract can be terminated by Survey of India after giving a month's notice to the contractor

c) Leave etc. to the Mali

**The agency shall deploy the strength of personnel all the time and shall maintain a list of the reserve to provide the replacement and supplement the strength to ensure round the clock to perform the Mali duty.**

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 personnel deployed should be made in the presence of representative of Survey of India and a copy of acquaintance showing the payment to each person should be furnished to our office.

iii) **In no case, any payment shall be made by our office directly to the personnel so hired.** For broken periods of employment, the payment will be made on pro rata basis. The Contractor shall not press a claim for any pecuniary compensation in case the payment for any particular month is delayed as a result of Administrative & Financial reasons.

e) Resolution of disputes.

i) Any dispute shall be first sorted out to the Director JGDC Ranchi. If the dispute persists and remains unresolved, it will be entertained by the Surveyor General of Indai, Dehra Dun or his representative, whose decision shall be binding on both the parties.

ii) This tender is mean only to finalise the rates for procuring the services of Mali in SOI offices located at Ranchi. The successfully tender will have to enter into further Agreement with the Director, GDC, JGDC Ranchi, on the Terms & Conditions listed in this Tender Document.

iii) The Board shall consider only the consolidated rate quoted by the bidder without going into the itemwise 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 (e.g. increase in Tax rate or increase in minimum wages) whatsoever shall be entertained by the Government during the period of Contract.**

iv) If any Contractor fails to provide the services of Mali at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & performance security shall be forfeited. The contract shall then be awarded to such firm whose rates are found least subject to other conditions stipulated in the tender document.

f) Compliance with Labour Regulation

During continuance of the contract, the Contractors shall abide at all times by all existing labour enactments and rules made there-under, regulation, 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 of any of provisions of any Act. of rules made there-under, regulations or notifications including amendments. If the SOI is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for 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 SOI shall have the right to deduct any money due to the Contractor including his amount or performance security. The SOI shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by it.



(JOY KONGARI)

Director

Chairman, Procurement Board  
JGDC, Survey of India,  
Ranchi, Jharkhand



**TENDER OFFER / QUOTATION**

To

The Chairman, Procurement Board,  
JGDC,  
Doranda, Ranchi-834002.

After having examined the tender documents including all Annexures, we offer to supply Mali in accordance with the said tender document.

We undertake, if our tender offer is accepted, to commence the service within ----- (number) days calculated from the date of signing of the Contract Agreement.

If our tender offer is accepted we will submit a bank guarantee for a sum of 5% of yearly estimate of the service contract value for due performance of the Contract.

We hereby agree to abide by this Tender offer for 120 days and the same shall remain binding 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 -----2019

Signature:-----

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

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

**Annexure –B**

**BID FORM**

(To be enclosed with the Tender in sealed cover)

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

<b>Description services with required manpower</b>	Criteria	Break details of Rate (Minimum Wages, PF,ESIC, Service Tax, Adm/Service Charges etc) for One	Required No.	Total
A. mali for offices (on Contract basis)	He should be able take care of plants and flowers.	1.Minimum Wages	1 (One)	
		2.Pf		
		3.Esic		
		4 GST		
		5.Adm/Service Charge		
		6.		
		7.		
		8.		
<b>Grand Total</b>				<b>TOTAL</b>

**Rate for one mali**

**Grand Total In figure Rs.** \_\_\_\_\_ **/(In words) Rupees.** \_\_\_\_\_

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

Postal Address: -----

Place:

Date:

**Contract Agreement**

**Annexure –C**

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

AGGREMENT MADE on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand Seventeen between \_\_\_\_\_ (herein after called “the Service Provider or Contractor”) on one part and the Director, JGDC, Ranchi, Survey of India (hereinafter referred to as the “Government”) on the other part.

WHEREAS the Service Provider has tendered to the Chairman, Procurement Board for providing **Mali** as per the instruction given at the prices or rates mentioned in the Bid Form and whereas such tender has been accepted and the contractor has deposited with the Government the sum of Rs. (Rupees \_\_\_\_\_ only) as performance Security for the fulfillment of this Agreement.

Now it is hereby agreed between the two parties as follows:

1. The contractor has accepted the contract on the terms and conditions listed in the Tender Document of the Tender Notice No. ----- which will hold good during the period of this agreement.
2. Upon breach by the contractor of any of the conditions mentioned anywhere in the Tender Document, the Government may issue a notice in writing, and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Service provider and also to reasonable compensation for the loss caused by the failure of the contractor to fulfill the agreement as certified in writing by the Government whose certificate shall be the conclusive evidence of the amount of such compensation payable by the contractor to the Government
3. The Service provider has deposited with the Government a performance Security Deposit of Rs----- as security for compliance in accordance with the Contract. Upon the completion of the contract, the Performance Security Deposit shall after the expirt of ----- months from the date of signing this agreement be returned to the Service provider, without interest , and after deducting any sum due by the Service provider to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until 3 months after the expiry of the contract period.
5. Notwithstanding anything contained herein the tender and acceptance form contained, the Government shall not be bound to take the whole or any the estimated manpower mentioned herein and may cancel the contract at any time upon giving one month’s notice in writing compensating the Service provider in any way whatsoever.
6. In consideration of the payments to be made by the Government to Service provider as mentioned in the Tender Document, the Service provider hereby agree to provide to the Government the **Mali** 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 JGDC or his authorized representative has on behalf of the Government of India affixed his signature and seal thereto on the day and the year noted above.

Contractor:

Survey of India:

Witness:-----

Witness -----

Place:- Ranchi

**PERFORMANCE SECURITY FORM**

To

DDO, JGDC,  
Survey of India,  
Doranda, Ranchi.

WHEREAS ----- (name of Service Provider) herein after called "the Service provide" has undertaken Contract No.----- dated ----- 2019 to supply ----- (Description of Services) hereinafter called Contract. AND WHEREAS it has been stipulated by 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 with the Contract.

AND WHEREAS we have agreed to give the 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 ----- 2019

Signature and Seal of Guarantors

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Date: -----

Address: -----