

E-TENDER INVITING NOTICE FOR

HIRING OF SKILLED/ UNSKILLED MANPOWER

[Tender No.: 01/TNP&ANI GDC/ SOI, DATED 12/02/2019]

The Director, TNP & ANI GDC, Chennai invites online bids under two bid system (Technical bid and Financial bid) from reputed firm/agency.

The details of e-Tender with complete terms and conditions are available on the CPP portal i.e. https://eprocure.gov.in/eprocure/app as well as on Survey of India website: www.surveyofindia.gov.in(for reference only) and may be read out carefully before applying for the same. Bids received by offline mode are not acceptable.

Critical Date Sheet

Published Date	13.02.2019 (11:05 hrs)
Document Download Start Date	13.02.2019 (11:10 hrs)
Document Download End Date	06.03.2019 (09:00 hrs)
Clarification Start Date	13.02.2019 (12:00 hrs)
Clarification End Date	06.03.2019 (10:00 hrs)
Bid Submission Start Date	13.02.2019 (12:00 hrs)
Bid Submission End Date	06.03.2019 (10:30 hrs)
Opening Date (Technical Bid)	07.03.2019 (10:30 hrs)
Opening Date (Financial Bid)	11.03.2019 (10:30 hrs)

For any queries/clarification on content of Tender document, you may kindly contact, Tamil Nadu GDC at phone Nos. 044-22500376/22500145 or write to tnpani.gdc.soi@gov.in. However, any queries relating to the process of online submission of bids relating to CPP portal in general may be directed to CPP portals 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005

- **1.** <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 Safaiwala 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 <u>08:00 hrs to 16:30 hrs</u> on all working days except weekly off. Safaiwala 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, assign other cleaning duties, and called on holidays also, if required.
- ii) The Security Guards shall be employed for 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 Administration. The Security Guards should be a citizen of India and his/her age should not be less than 18 years and more than 55 years. 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)
- iii) 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 50 years. He should have mechanical experience with ITI certificate is preferable. The Director, TNP & ANI GDC reserves the right to change the timings, assign other cleaning duties of vehicles, checking of air in tyres etc. and called on holidays also, if required.
- iv) The Local Labourers (Unskilled) shall be deployed in various sections of this office for general duties. Working hours will be from 09:00hrs to 17:30hrs on all working days except weekly off and closed holidays. The Director, TNP & ANI GDC reserves the right to change the timings, assign other office related duties, and called on holidays also, if required.

Sl.No.	Description				
1.	Security Guard	:	7 personnel for 12 months		
	Safaiwalas		2 personnel for 12 months		
	Drivers		2 Drivers for 12 months		
	Local Labourers		10 Local Labourers for 12 months		
2.	Duty hours *	:	Security Guards		
			6 am to 2 pm Shift 1 – 2person		
			2pm to 10 pm Shift 2 – 2 persons		
	(*The Director, TNP & ANI GDC reserves the right to change the timings and		10 pm to 6 am Shift 3 – 2 persons		
			9am to 6pm General Shift – 1 Person		
	assign other duties, if required.)		Safaiwalas: 08:00am to 4:30pm		

			Drivers : 09:00am to 5:30pm
			Local Labourers: 09:00AM to 5:30pm
3.	Weekly Off	:	1 (The rate may include reliever charges in case of Security Guards)
4.	Requirements		The Security Guard/Safaiwala/Local labourers/Drivers provided by the Agency: a) Should be a citizen of India b) Has completed 18 years of age but not attained the age of 55 years. (not attained the age of 50years in case of Drivers) c) His character and antecedents are satisfied in the prescribed manner in case of Security Guards & Drivers (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. f) Drivers should have passed be 10th Standard, having valid Driving license (LMV & HMV) including 2 years experience and should know the Road Map of Tamil Nadu & Puducherry, be able to carry out minor repair and maintain the vehicles; not having any ill health or any disease. g) Local Labourers should have passed atleast 8th standard. 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.
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.

2. Period of Contract and Number of Personnel:

- i) No. of Safaiwala required 02 (Two) Period of Contract 12 (Twelve) months
- ii) No. of Security Guard required 07 (Seven) Period of Contract 12 (Twelve) months
- iii) No. of Drivers required 02 (Two) Period of Contract- 12 (Twelve) months
- iv) No. of local labourers 20 (Ten) Period of contract- 12 (Twelve) months
- NB: The above notified number of Safaiwala, Security Guards, Drivers & Local Labourers and the period of hire may vary.

3. Eligibility Criteria for the Bidder:

- i) The service providers should have local office at Chennai to ensure satisfactory fulfillment of contractual obligations.
- ii) The bidder must have valid
 - (a) EPF registration,
 - (b) ESI registration,
 - (c) Goods & Services Tax (GST) registration,
 - (d) PAN/TAN number, Registration Certificate,
- (e) 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 is allowed to be submitted by a bidder.

4. Terms & Conditions:-

- (i) The bid should be submitted online in two covers marked "Technical Bid" and "Financial Bid". The list of documents in soft copy format as per Annexure 'B' (also as per Sl. (xxxii)) to be uploaded in each cover is listed in respective page of the portal. Only one electronic bid is allowed to be submitted by a bidder.
- (ii) Tenderers must note that the bid once submitted will not be altered for whatsoever reasons and should not have any scope of ambiguity, cutting or overwriting.
- (iii) EMD: The interested bidders will have to upload scanned copy of Cost of Tender Application Fee Rs:500/- & Cost of EMD instrument in the form of Demand Draft/ Bankers Cheque only to the tune of Rs.50,000/- in favour of "E. & A.O., TN & Py GDC, Survey of India" payable at Chennai. in the Technical Bid Cover. The original Tender application Fee& EMD Demand Draft/ Bankers Cheque shall be sent to the following address on or before the date of opening of Technical Bid otherwise the bid will be considered as nonresponsive. The EMD will be refunded to the unsuccessful bidders except of L-1 and L-2 bidders.

The Director (The Chairman, Procurement Board), TNP&ANI GDC, Survey of India,

Block III, Electronic complex, Thiru.vi.ka Industrial Estate, Guindy Chennai - 600032.

(iv) The wages for Security Guards, Safaiwalas, Drivers & Local Labourers shall be payable as per the Central Government Minimum Wages notified by Office of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India.

- (v) The statutory charges like Employer's share towards EPF & ESI and GST which shall be payable by Survey of India over & above the Minimum wages or basic wages may be indicated while submitting the Financial bid as applicable in Government of Tamil Nadu from time to time. However, bidder's service/ handling charges (inclusive of overheads, supervision charges, bonus & gratuity etc.) may be quoted in clear terms in the Financial Bid/BOQ. Service charges quoted at the time of bidding should be included reliever or any other charges for the service offered. Any increase in the statutory charges and minimum wages shall be borne by Survey of India. The quoted monthly service/ handling charges shall be treated as fixed for the service offered during the contract period and shall not be changed even when minimum wages rates of Government Tamil Nadu increases.
- (vi) 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 Safaiwala/ Security Guards/Local labourers/Drivers 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.
- (vii) The rates offered should be firm and final and should be inclusive of all taxes as applicable viz. GST, EPF, Employers Contribution Fund, Employers Contribution on ESIC etc. Rates for all the categories of manpower/services should be unit consolidated rate on per man month basis i.e. including all weekly offs for the month.
- (viii) **Completeness of Bid**: 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 offer. Bid should be neatly filled in and the person signing the tender should, ensure the correctness of financial bid.
- (ix) The family members or close relatives of serving Survey of India employee shall not be offered as the service.
- (x) All persons deployed shall have to undergo police verification and the verification report to this effect shall be submitted by the bidder to Survey of India for information/record.
- (xi) The Contractor shall ensure that the contract personnel so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by Survey of India.
- (xii) 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:-

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 Safaiwala, Security Guards, Drivers and Local Labours 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 Safaiwala, Security Guards, Drivers and Local Labours also required to be submitted to Survey of India.

- (xiii) The contractor shall not sublet, transfer or assign the contract or any part thereof to any other party.
- (xiv) 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.
- (xv) Survey of India 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, Survey of India 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 and blacklisting of the firm upto a period of 3 years, for further tendering.
- (xvi) The contractor shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and bidder's 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) Proof of payment of salary to each deployed employee (copy of cyber receipt).
- c) Documents in support of deposit of EPF/ESI/EDLI/Service tax of the previous month by $\underline{5^{th}}$ \underline{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.
- (xvii) The contractor shall further prepare the required accounts in consultation with the concerned accounts branch for the issue of annual statements of EPF etc. to the contract staff in time. The contractor 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.
- (xviii) The contractor shall himself be solely responsible for the timely submission of bills and payment of wages to the Contractual staff on/before 7th of every month during contract period.
- (xix) 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 contractor, it shall be the entire responsibility of the contractor to pay and settle the same. The contractor shall comply with all the orders/awards passed by the competent authority /court in respect of the personnel engaged by it.
- (xx) That if any amount is found payable by the contractor 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.
- (xxi) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

(xxii) 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.

(xxiii) 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.

(xxiv) 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.

(xxv) 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.

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

(xxvii) The successful L-1 bidder will have to provide the services within 15 working days at their own cost from the date of issue of Award of Contract.

(xxviii) In case, if the L-1 bidder does not provide the services within 15 working days, the Bid security / EMD deposited by him shall be forfeited without any communication. Thereafter, Award of Contract will be offered to the L-2 bidder at the price offered by L-1 bidder.

(xxix) In case of any dispute arises relating to any aspects of this contract between two parties, the decision of the Director, TNP& ANI GDC shall be final and binding on the successful bidder.

(xxx) In case the date of opening of tender is declared as a holiday on any account, the opening will take place on the next working day.

(xxxi) The Director, TNP& ANI GDC reserve the right to cancel the e-tender without assigning any reason there on.

(xxxii) Safaiwala/Security Guards/Drivers/ Local Labourers hired by the service will not be 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.

(xxxiii) DOCUMENTS TO BE UPLOADED ON THE PORTAL ARE AS UNDER:

- a) EMD/BID SECURITY.
- b) GST registration certificate.
- c) Annexure 'A'
- d) Annexure B
- e) Registration Certificate with Labour Commissioner
- f) Undertaking for non-blacklisting firm and non-registration of criminal case.
- g) Scanned copy of latest ITR of the firm.
- h) EPF registration certificates
- i) ESI registration certificate
- j) PAN/TAN number
- k) Past experience certificate in similar contract with Govt organization.

(xxxiv) FINANCIAL BID / SCHEDULE:-

The FINANCIAL bid shall be filled on-line as per proforma / BOQ - Bill of Quantity for each service and inclusive all charges in the excel sheet.

BID VALIDLITY: The Bid should remain valid up to next FOUR months from the date of opening of the tender.

(xxxiv)The authorized representative with proper authority letter from the Firms will only be allowed to attend the Tender Opening.

(XXXV) SECURITY DEPOSIT/ 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 tenderer will have to furnish Security Deposit @ 10% value of the order/contract in the form of Bank Guarantee/FDR as per ANNEXURE-E of any National/Commercial Bank valid 15 months from the date of contract, with a provision of further extension in favour of the "E&AO, TN& Py GDC Survey of India", payable at Chennai, 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. In case of Bank Guarantee/FDR submitted by the tenderer it should be unconditional in all cases. Bank Guarantee/FDR should be submitted with in 15 days of awarding the contract.

The performance security shall be returned to the Contractor on successful completion of the services hired. (Safaiwala/Security Guards/Drivers/ Local Labourers.)

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

The successful Tenderers/Suppliers will be required to sign an agreement on non-judicial stamp paper of appropriate value as per specimen in **ANNEXURE-D** at their own cost.

(xxxvi) 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.

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

(xxxviii) Good Conduct of the Personnel

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

(xxxix) 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.

5. 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 Safaiwala, Security Guards, Drivers and Local Labourers should be made only in the bank account of the deployed personnel through NEFT/RTGS OR Payment to the Safaiwalas Safaiwala, Security Guards, 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 any case, no payment shall be made by this office directly to the staff so hired. In case of 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.

6. Compensation to the deployed staff.

It is clearly understood that the staff 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.

7. Contractor shall not be allowed to be represented by a lawyer.

8. <u>Compliance of statutory provisions of law</u>

(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.

9. <u>Compliance with Labour Regulations:</u>

- (i) 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.
- (ii) 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 Commission 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 period of services in case the services rendered by the bidder are not found satisfactory;
 OR
- c) For committing breach of any of the instructions/terms & conditions of the tender /contract by the bidder; OR
- d) On assigning the contract or any part there of or any benefit or interest therein or there-under by the bidder 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.
- 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, Tamil Nadu GDC, Chennai . If the dispute persists and remains unresolved, it will refer 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. In case of further dispute persists, it is subject to Chennai Jurisdiction only.

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

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

(Enclose with Technical Bid)

To The Director, TNP & ANI GDC, Block-III, Electronics Complex, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai

Sub: <u>Outsourcing Services of Safaiwala, Security Guards, Drivers & Local Labourers</u> - acceptance of Terms & Conditions of Tender.

(Tender Reference No: <u>01/TNPANI GDC/SOI dated 12/02/2019</u>)

Dear Sir.

I/We have downloaded the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely:...... as per your advertisement given in the above mentioned website(s).

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.1 to 23 (including all documents like annexure(s), etc), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clause contained therein.

The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document (s)/corrigendum(s) in its totality / entirely.

I/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.

In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE 'B'

	PROFORMA FOR TECHNICAL BID				
SL. No.	PARTICULARS	To be filled by the Bidder			
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 contract 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.	GST 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 bidding	
	company/firm/agency for the last 2	
	financial years 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 and Seal of the bidding firm/agency

PROFORMA FOR FINANCIAL BID

Proforma for Financial Bid has been uploaded separately in the given format in .xls file(BOQ) on the portal which shall be downloaded and same should be uploaded after filling the relevant columns by the biddder.

ANNEXURE 'D'

CONTRACT AGREEMENT

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

	AGGREMENT	MADE	on	this	day of
					Two thousand Nineteen
	veen				(hereinafter called "the
Nad		ın & Nicobar Isla			sident of India, the Director, Tamil ntre, (hereinafter referred to as the
Boa per tend Rs. Sec	the instructions given a der has been accepted a(Rupees	ervicing of Sa at the prices or and the contract	faiwala/Serates men	ecurity Guar ntioned in th eposited wit	man, Combined Procurement rds/Local labourers/Drivers as the Bid Form and whereas such the Government the sum ofonly) as performance reby agreed between the two
1.	The contractor has acce	pted the contra	act on the	terms and co	onditions listed in the Tender
Do	cument of the Tender	Notice No		whicl	h will hold good during the
per	od of this agreement.				
Ternagrous agrous breather the by 1	der Document, the Go eement without prejudic aches thereof on the par loss caused by the failu	vernment may be to the right of the Service are of the contractions that	of the Gove Provide ractor to f	notice in wr vernment to or and also to ulfill the agronclusive evi	mentioned anywhere in the riting, and put an end to this claim damages for antecedent reasonable compensation for reement as certified in writing idence for the amount of such
with	oosit of Rs the Contract. Upon the the expiry of 15	as securine completion months from the nout interest,	ty for con of the con he date if and after	mpliance and ntract, the P signing this a deducting a	nent a performance Security d performance in accordance Performance Security Deposit agreement, will be returned to any sum due by the Service his agreement.
4. mo	This agreement shall nths after the expiry of t	_		s only and s	shall remain in force until 3
5.	Not with standing anyt	hing contained	l herein th	e tender and	l acceptance forms contained,

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 Safaiwala, Security Guards, Drivers, Local labourers and to remedy

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.

shortcomings/deficiencies therein, if any, in conformity Contract.	with the terms and Conditions of the
7. In witness thereof the service provider	GDC or his authorized representative
Contractor:	Survey of India: (On behalf of President of India)
Witness: (1)	Witness
(2)	
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 Complx,
Thiru.Vi.Ka. Industrial Estate,
Guindy, Chennai – 600 032.

WHEREAS		(Name of
Service Provider hereinafter called "the dated 201		" has undertaken Contract No.
Services) hereinafter called the Contract Government in the said Contract that Guarantee by a recognized bank for the s the Service Provider's performance obliga-	et. AND WHEREA the Service Provid sum specified therein	AS it has been stipulated by the der shall furnish to you a bank n as security for compliance with
AND WHEREAS we have agreed to give	e the Service Provide	er a guarantee:
THEREFORE WE hereby affirm that we the Service Provider, up to a total of of the Guarantee in Words and Figures) a written demand declaring the Service Procavil or argument, any sum or sums with aforesaid, without your requiring to prove specified therein.	and we undertake to ovider to be in defau	(Amount pay you, upon the Government's alt under the contract and without as
This guarantee is valid until the	day of	2020
Signature and Seal of Guarantors		
		
Date:		

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION:

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal: https://eprocure.gov.in/eprocure/app by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / NIC/ (n)Code / eMudhra / Capricon etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder.

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to Tender Inviting Office i.e. 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, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

BOQ provided with tender document (excel sheet) format to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in online excel format provided with this tender and no other format is acceptable.

Bidders are required to download the BOQ provided with tender document (excel sheet) file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename in the respective cover. If BOQ provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.

The serve time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **Number 0120-4200462**, **0120-4001002**, **0120-4001005**