

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



**E-TENDER FOR OUTSOURCING
SERVICES OF SECURITY GUARDS, MALI, SAFAIWALA & SKILLED LOCAL
LABOUR**

Tender No. 263/5-N Dated : 03-04-2019

TO BE SUBMITTED BY : 29-04-2019 (16:00 hrs)

**JAMMU & KASHMIR GEO SPATIAL DATA CENTRE,
SURVEY OF INDIA
GOLF COURSE ROAD, NAGROTA
JAMMU-181 221**

TENDER FEE : ₹ 500 /-

**SURVEY OF INDIA
(MINISTRY OF SCIENCE AND TECHNOLOGY)
OFFICE OF THE DIRECTOR,
JAMMU & KASHMIR GEO-SPATIAL DATA CENTRE,
SURVEY OF INDIA
GOLF COURSE ROAD, NAGROTA
JAMMU-181 221**

**“E-TENDER INVITING NOTICE FOR
HIRING OF SKILLED/UNSKILLED MANPOWER”**

[Tender No. 263/5-N Dated : 03-04-2019]

The Director, J&K GDC, Nagrota Jammu 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.

1. Critical Date Sheet

Published Date	04-04-19. 15:00 hrs
Document Download Start Date	04-04-19. 16:00 hrs
Document Download End Date	29-04-19. 15:00 hrs
Clarification Start Date	04-04-19. 17:00 hrs
Clarification End Date	29-04-19. 11:00 hrs
Bid Submission Start Date	05-04-19. 11:00 hrs
Bid Submission End Date	29-04-19. 16:00 hrs
Opening Date (Technical Bid)	30-04-19. 11:00 hrs
Opening Date (Financial Bid)	01-05-19. 11:00 hrs

For any queries/clarification on content of tender document, you may kindly contact, J&K GDC on phone No. 0191-2674884 or write to E-Mail: jk.gdc.soi@gov.in . However any queries relating to the process of online submission of bid relating to CPP portal in general may be directed to CPP portals **24×7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005**

2. Scope of Work: These services are to be provided in the Survey of India, Golf Course Road, Nagrota office, Jammu 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 Jammu & Kashmir Geo-Spatial Data Centre. Working hours will be from 08:00 hrs to 16:30 hrs on all working days except weekly off. The Director, Jammu & Kashmir GDC reserve the right to change the timings and assign other cleaning duties, if required.
- ii) The **Mali** shall be employed for cleaning of garden, grow the plants, flowers, grass, trimming the plants, vegetation, spray the pesticides time to time and watering the plants etc. in the office complex and outer areas of the office premises. Working hours will be from 09:00 hrs to 17:30 hrs on all working days except weekly off. The Director, Jammu & Kashmir GDC reserve the right to change the timings and assign other duties, if required.
- iii) The **Security Guards** shall be employed on providing security cover to the Survey of India Golf Course Road, Nagrota office, Jammu. The Security Guards shall have to work in Day and Night shifts, alternate arrangement has to be made for weekly off as per labour laws and timings of which shall be decided by the Office Administration. The Security Guards shall also assist in firefighting operations.
- iv) The **Skilled local labours** shall be employed for field duties in the state of Jammu & Kashmir as carrying the luggage and instruments of survey work along with officials during field duties and cleaning of rooms, corridors, clearing small and big dustbins etc. in the office buildings and outer areas of the office and premises under the Jammu & Kashmir Geo-Spatial Data Centre. Working hours will be from 09:00 hrs to 17:30 hrs on all working days except weekly off. The Director, Jammu & Kashmir GDC reserve the right to change the timings and assign other cleaning duties, if required.

3. Period of Contract and Number of Personnel:

- i) **No. of Safaiwala required** – **02 (Two), Period of Contract – 12 (Twelve) months.**
- ii) **No. of Mali required** – **01 (One), Period of Contract – 12 (Twelve) months.**
- iii) **No. of Security Guards required** – **06 (Six), Period of Contract – 12 (Twelve) months.**
- iv) **No. of Skilled Local Labour** – **10 (Ten), Period of Contract – 12 (Twelve) months.**

NB: The above noted number of Safaiwala, Mali, Security Guards and skilled local labour and the period of hire may vary.

4. Eligibility Criteria for the Bidder:

- i) The service providers should have **local offices at Jammu** to ensure satisfactory fulfillment of contractual obligations.
- ii) The bidder must have valid EPF registration, ESI registration, Goods & Services Tax (GST) registration, PAN/TAN number, GST clearance certificate, Registration Certificate, Registration with Labour Commissioner in providing such services in offices at Jammu along with valid License to engage private security issued by DC (Labour Commissioner) Jammu.
- iii) The service provider agencies/firms having good track record, manpower capacity and relevant experience are only eligible to apply.
- iv) Only one electronic bid is allowed to be submitted by a bidder.
- v) The security guards, Safaiwala, Mali and Local labours should have Indian nationality and more than eighteen years in age with good health.

5. Tendering Process: The tenders should be submitted as per two bid system in two covers.

- 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 Central/State Government and Semi-Government / Autonomous agencies.
- iv. Acceptance of Tender offer at Annexure-C.
- v. Demand Draft for Earnest Money Deposit.
- vi. All other required documents.

6. Evaluation of Bids:

- a) First the check list as given in Annexure A&B will be checked 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) Procurement Board may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- f) Procurement Board 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.
- g) Procurement Board may seek clarification in writing from bidder by fax. Bidder shall promptly reply by fax within the given time limit.
- h) The comparison shall be of total price offered inclusive of all taxes. Any calculation mistake, that can be rectified with the consent of board members

7. Earnest Money Deposit (EMD)

The interested bidders will have to upload scanned copy of Cost of Tender Application Fee ₹500/- which is non-refundable. Also, the interested bidders will have to upload scanned copy of cost of EMD instrument in the form of Demand Draft/Bank Guarantee from any Nationalized Bank to the tune of ₹50,000/- (Rupees Fifty Thousand Only) valid for 60 days from the date of opening of the tenders. The EMD and application fee should be furnished in favour of “**E & A.O., Jammu & Kashmir GDC, Survey of India**” payable at Jammu. Tenders received without the Earnest Money Deposit as well as application fee will be summarily rejected. 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 is payable on 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 successful tenderer.

8. **Instructions To Bidders:**

i) Bidders **shall** have to submit their Bids electronically.

The electronic Bid submission procedures shall be:

Bidders are required to enroll on the Government of India e-procurement system (URL: <https://eprocure.gov.in/eprocure/app>).

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 electronic procurement system.

ii) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III) issued by any Certifying Authority recognized by CCA India.

iii) Bidders shall prepare Technical bid documents as mentioned in tender document. The documents should be in PDF format. All documents should be signed and stamped by an authorized signatory.

Bidders shall proceed further to upload the Technical & Financial documents.

- Upload the Technical Documents in **.PDF** form.
- Upload the filled Financial Document in **.XLS** form.(**BOQ.xlsx**)
- Upload the scanned copy of Demand draft of Bid security/EMD. Payment of bid security/EMD would be processed offline. **The bidder shall upload the scanned copy of bank draft and shall also sent the original bank draft by post/courier/in person so as to reach latest by the last date of submission of bids to the Director at the address mentioned above.** The details of the bank draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission otherwise the uploaded & submitted bid shall be rejected.

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

Upon the successful and timely submission of bids, the system 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. Acknowledgement may be kept for record and reference.

More information useful for submitting online bids may be obtained at:<https://eprocure.gov.in/eprocure/app>

- iv) Each page of the tender must be signed by the tenderer.
- v) It is the responsibility of the bidders to ensure timely submission of electronic bids online.
- vi) 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.
- vii) The Chairman, Procurement Board, Jammu & Kashmir GDC, Survey of India, shall not be responsible for any delay due to any reason whatsoever may be.

- viii) 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. 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.
- ix) The statutory charges like Employer's share towards EPF & ESI and GST etc. which shall be payable by Survey of India over & above the Minimum wages or basic wages may be indicated while submitting the Financial bid. However, bidder's service/ handling charges (inclusive off overheads, supervision charges, bonus, gratuity etc.) may be quoted in clear terms in the Annexure 'C'. Service charges quoted should be more than or equal to 5% of the minimum wages. If the total amount of any two or more bidders is same, then evaluation will be made based on their service support duration and performance with Central Government followed by State Government, Public Sectors, Private Sectors etc. Any increase in the statutory charges and minimum wages shall be borne by Survey of India.
- x) The Agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), GST etc. with the respective departments in respect of the outsourced services of **Safaiwala, Mali, Skilled Local Labour and Security Guards** 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. Contractor must comply with EPF & MP Act 1961.
- xi) 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. **Board shall consider only the total amount i.e Grand Total of unit Consolidated Rate (per man month) in Rupees for the purpose of acceptance of tender.**
- xii) 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, ensure the correctness of financial bid.
- xiii) The family members or close relatives of serving Survey of India employee shall not be offered as the service.
- xiv) 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.
- xv) The Contractor shall ensure regular health checkup of his contract **Safaiwala, Mali, Skilled Local Labour and Security Guards** and compliance of provisions of labour Act or any other law as applicable here.
- xvi) The Contractor shall ensure that the contract **Safaiwala, Mali, Skilled Local Labour and Security Guards** so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by Survey of India.
- xvii) The Successful bidder shall give following undertaking in the form of an affidavit on non-judicial stamp paper of ₹10/- 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 GST** etc. with the appropriate 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 **Safaiwala, Mali, Skilled Local Labour and Security Guards** for which the contract has been awarded".

“Further, we M/s shall deposit employers and employees (Safaiwala, Mali and Security Guards, skilled local Labours) contributions towards **EPF, ESI, EDLI and GST** 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 **Safaiwala, Mali, Skilled Local Labour and Security Guards(without arms)** 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, Mali, Skilled Local Labour and Security Guards** shall be submitted to Survey of India.

- xviii)** The contractor shall not sublet, transfer or assign the contract or any part thereof to any other party.
- xix)** 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.
- xx)** 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 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 up to the period of 3 years, for further tendering.
- xxi)** 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/GST of the previous month by 3rd 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.
- xxii)** 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 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.
- xxiii)** The contractor shall himself be solely responsible for the timely submission of bills and timely payment of wages to the Contractual staff.
- xxiv)** 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.

- xxv)** 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 Procurement Board.
- xxvi)** 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.
- xxvii)** 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.
- xxviii)** 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.
- xxix)** 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.
- xxx)** 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.
- xxxi)** 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.
- xxxii)** 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.

9. Other Terms and Conditions of the Contract:

a) Performance Security

The Performance Security should be furnished for an amount of 18% of the Contract Value valid for a period of 60 days beyond the date of completion of all contractual obligations. The successful contractor shall furnish the performance security in the form of either an Account Payee Demand Draft in favour of “**E&AO. Jammu & Kashmir GDC, Survey of India**” payable at Jammu 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 Safaiwala, Mali, Skilled Local Labour and Security Guards were hired.

In case contract is awarded to a firm/agency and such firm/agency fails to provide the services of Safaiwala, Mali, Skilled Local Labour and Security Guards 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 Safaiwala, Mali, Skilled Local Labour and Security Guards and will furnish a Certificate that the Safaiwala, Mali Skilled Local Labour and Security Guards are trained and none of the Safaiwala, Mali, Skilled Local Labour and Security Guards were discharged from the service on ground of criminal charges, theft and unreliability.
- ii) The service provider shall ensure that the behavior of the Safaiwala, Mali, Skilled Local Labour and Security Guards deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the Safaiwala, Mali, Skilled Local Labour and Security Guards 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 Safaiwala, Mali, Skilled Local Labour and Security Guards 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 Safaiwala, Mali, Skilled Local Labour and Security Guards should be made only by RTGS in the bank account of the individual 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 Safaiwala, **Mali and Security Guards and Skilled local labours** so hired, for broken periods of employment, the payment will be made on pro rate 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 Safaiwala, Mali, Skilled Local Labour and Security Guards 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. 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 what so ever, 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 month 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.

j) The successful bidder will have to enter into further Agreement with the Director, Jammu & Kashmir GDC, Jammu on the Terms & Conditions listed in this Tender Document for the services of Safaiwala.

k) The successful bidder will have to enter into further Agreement with the Director, Jammu & Kashmir GDC, Jammu on the Terms & Conditions listed in this Tender Document for the services of Mali and Security Guards(Civilian & Without Arms).

l) The successful bidder will have to enter into further Agreement with the Director, Jammu & Kashmir GDC, Jammu on the Terms & Conditions listed in this Tender Document for the services of Skilled Local Labour.

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 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;

OR

d) 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

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, Jammu & Kashmir GDC Jammu. 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.

DIRECTOR,
CHAIRMAN
PROCUREMENT BOARD
JAMMU & KASHMIR G.D.C. JAMMU
SURVEY OF INDIA

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 GST 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) of ₹ 50,000/-			

(Signature of Bidder with 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 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 tendering company/firm/agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/ CAs to be attached)	
17	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (Please attached the copies of communications, if any).	

TENDER OFFER/QUOTATION

To,

The Chairman, Procurement Board,
Jammu & Kashmir GDC,
Survey of India,
Golf Course Road , Nagrota
Jammu.

After having examined the tender documents including all Annexures, we offer to supply the services of **Safaiwala, Mali, Skilled Local Labour and Security Guards** 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 for a sum of 18% 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 _____ 2019.

Signature: _____

(_____)

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

PERFORMA FOR FINANCIAL BID

Description of Manpower/services	Break details of the Rate (Minimum Wages, EPF, ESIC, GST, Adm/Service Charges etc.)						Unit Consolidated Rate (Per man Month) (in ₹)
	(on contract basis)	Minimum Wage (Chief Labour Commissioner (C) Rate) (1)	(EPF + EDLI) Charges @ (12+1=13%) (2)	ESIC Charges @ 4.75% (3)	Service Charges @5% or more (4)	Total (1 to 4) (5)	
Safaiwala	₹466×30 = ₹13980						
Mali	₹357×30 = ₹10710						
Security Guard (without arms)	₹617×30 = ₹18510						
Local Labour	₹466×30 = ₹13980						
Grand Total							

Note: *Service charges only to be quoted in percentage up to two decimal places considering the terms and conditions given in Para 8 (v) (vi) and (viii) of the tender.

Rate for

Rate (in figures) ₹ _____

Rate (in words) Rupees _____

Signature of Contractor _____

Postal Address: _____

Place: _____

Date: _____

PERFORMA FOR FINANCIAL BID

Proforma for Financial Bid has been uploaded separately as V3.1_BOQ_ItemRate_Template.xlsx file on the portal which shall be downloaded and same should be uploaded after filling the relevant columns.

CONTRACT AGREEMENT

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

AGREEMENT MADE on this _____ day of _____ Two thousand nineteen between _____ (hereinafter called “the Service Provider or Contractor”) on one part and the Director, Jammu & Kashmir Geo Spatial Data Centre (here in after referred to as the “Government”) on the other part.

WHEREAS the Service Provider has tendered to the Chairman, Procurement Board for providing the servicing of **Safaiwala, Mali, Skilled Local Labour and Security Guards** 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 ___ **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. Notwithstanding 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 **Safaiwala, Mali , Skilled Local labour & Security Guards** 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 the Director, Jammu & Kashmir GDC 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 : Jammu**

PERFORMANCE SECURITY FORM

To

The E&AO.
Jammu & Kashmir GDC
Survey of India,
Golf Course Road, Nagrota
Jammu.

WHEREAS _____(Name of Service Provider hereinafter called “the Service Provider” has undertaken Contract No. _____ dated _____2019 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 _____2019

Signature and Seal of Guarantors

Date: _____

Address: _____