



GUJARAT DAMAN & DIU G.D.C.
SURVEY OF INDIA
GANDHINAGAR

E-TENDER INVITING NOTICE FOR

Outsourcing Services for unskilled personnel for field duties of survey of India

[Tender No. 1530/5-N(NHP) DATED 14/08/2020]

Gujarat,Daman & Diu G.D.C.Gandhinagar Invites online bids under two bid systems (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 the same. Bids received by offline mode are not acceptable.

Critical Date Sheet

Published Date	17.08.2020 (09:00 hrs)
Document Download Start Date	17.08.2020 (10:00 hrs)
Document Download End Date	03.09.2020 (10:00 hrs)
Clarification Start Date	17.08.2020 (10:30 hrs)
Clarification End Date	28.08.2020 (17:00 hrs)
Pre-Bid Conference Date	----
Bid Submission Start Date	28.08.2020 (18:00 hrs)
Bid Submission End Date	03.09.2020 (10:00 hrs)
Opening Date (Technical Bid)	04.09.2020 (10:00 hrs)

For any queries/clarification on content of Tender document, you may kindly contact, Gujarat GDC,Gandhinagar at phone Nos. (079)23240451/ 23240452 or write to gdd.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 **24x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005**

DIRECTOR
GUJARAT DAMAN & DIU G.D.C.
GANDHINAGAR(GUJARAT)

1. PARTICULARS OF THE TENDER:

a)	Designation and address of the authority	:	Director, Gujarat,Daman & Diu G.D.C.Survey of India, Sir Creek Bhavan, Sector 10-A Post Box No.1, Gandhinagar-382010		
b)	Tender No.	:	1530/5-N (NHP) dated 14/08/2020		
c)	Name of Work	:	Providing services for UNSKILLED PERSONNEL for field survey work.		
d)	Scope of Work	:	33 Districts of Gujarat and adjoining areas as per requirement.		
e)	Details of Post/ Personnel required	:	Personnel (Post)	Category	Approximate Nos.
			Local labour	Unskilled	30
			The Director,GD&D GDC may increase or decrease the number of Posts at the time of commencement or during the contract period depending upon the prevailing circumstances.		
f)	Period of contract	:	Nine months		

2. SCOPE OF WORK, ELIGIBILITY AND QUALIFICATION CRITERIA FOR MANPOWER TO BE HIRED:

- a) He should be ready to work in the all the 33 districts of the state of GUJARAT and adjoining areas as per requirement.
- b) The Unskilled personnel should be of Indian nationality, MALE, should be aged between 18 to 50 years and minimum 8th Pass. The personnel should have good physique and knowledge of Hindi Language.
- c) The Unskilled personnel provided by the contractor will have to work for eight hours a day and six days in a week from Monday to Saturday. The Director,GD&D,GDC,Gandhinagar reserve the right to change the timings and assign other related duties, if required.
- d) The bidder shall make all the arrangements for boarding, lodging, food etc. of the personnel engaged at the place of work. Survey of India in no way will be responsible for making any such arrangements in the field.
- e) The personnel engaged by and large must stay/halted closer to the place where the survey of India Detachment officer has halted and shall be contactable at any point of time

3. Eligibility Criteria for the Bidder:

- i) The service providers should have local office at Gandhinagar/Ahmedabad, Gujarat to ensure satisfactory fulfilment 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,
- e) Registration with Labour Commissioner for providing such services in the states desired.

- f) The Bidder should have average annual turnover of INR 5,00,000/- during F.Y. 2016-17, 2017-18 and 2018-19 as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant.
- g) The bidder must have at least two years' experience (ending month of March prior to the bid opening) of providing similar type of services to Central/ State Government/ PSUs/ Nationalised Banks/ Reputed Organizations'. Services rendered with list of such Central/ State/ PSUs/ Nationalized Banks/ Reputed Organisations with duration of service shall be furnished. Copies of the services rendered to the organizations must be uploaded. Start-ups and MSEs bidders must have at least one-year experience of providing similar type of services to agencies as above
- iii) The service provider agencies/firms having good track record, manpower capacity and relevant experience are only eligible to apply.

4. Terms & Conditions: -

- (i) Agency shall be registered in concerned office of Central/State Govt. and the same should be valid for period of services as desired by this directorate. Self-attested certificate to this effect has to be submitted along with the tender.
- (ii) The bid should be submitted online in two covers marked "Technical Bid" and "Financial Bid". The list of documents (scanned copy) 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.
- (iii) Tenders should not have any scope of ambiguity, cutting or overwriting.
- (iv) Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive.
- (v) Bidder must note that the bid once submitted on CPP portal, can be altered only on CPP portal before last date of bid submission. CPP Portal will not allow any alteration after last date of bid submission. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For Bid modification and consequential re-submission, the Bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. Bidders can withdraw their bid any time before last date of bid submission, however once withdrawn bid cannot be submitted again. Any Bid or modifications to Bid (including discount) received outside the e-Procurement System for whatsoever reasons, shall not be considered.
- (vi) EMD: The interested bidders will have to upload scanned copy of EMD instrument in the form of DD/FDR/BC/BG only to tune of Rs. 25,000/- (Twenty Five Thousand only) in favour of E&AO, Gujarat Daman & Diu G.D.C, Gandhinagar" and payable at Gandhinagar in the Technical Bid

Cover. The original EMD 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. EMD shall be valid for period of 45 (Forty-Five) days beyond the validity of the bid

The Director,
Gujarat, Daman & Diu, GDC, Survey of India,
Sir Creek Bhavan, Sector 10-A, Post Box No.1,
Gandhinagar, Gujarat-382010

The start-ups and MSEs are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, start-ups and MSEs participating in the tender must submit valid & authorised copy of certificate of registration with relevant authorities and nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

The statutory charges like Employer's share towards EPF, ESI/EDLI 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 as applicable in Central Government from time to time. However, bidder's service/ handling charges (inclusive of overheads, supervision charges& gratuity etc.) may be quoted in clear terms in the Financial Bid/BOQ. Service charges quoted at the time of bidding should be more than 2% of minimum wages for the service offered otherwise it will be treated as non-responsive. 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 increases. The rates offered should be inclusive of all taxes as applicable viz. GST, EPF, Employers Contribution Fund, Employers Contribution on ESIC etc. Rates for all the hired manpower/services should be unit consolidated rate on per man per month basis i.e. including all weekly off for the month as per latest revised wages fixed by Labour Commissioner. The rate shall also include the food, lodging, Boarding & other facilities required for the personnel in the field.

- (vii) The Agency so engaged will entirely be responsible to deposit EPF, ESI& EDLI (both employer & employee share), & GST with the respective departments in respect of the outsourced services 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 failing which the bill for the succeeding month shall not be entertained. The Survey of India will not be responsible for any liability regarding non deposition of EPF, ESI, EDLI& GST whatsoever.
- (viii) The contractor shall be responsible for the lodging, boarding, food & other facilities etc. of the personnel engaged at the place of work. Survey of India

in whatsoever manner will not be responsible for such arrangements.

- (ix) The personnel so employed in the field work shall remain in contact
- (x) 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.
- (xi) The family members or close relatives of serving Survey of India employee shall not be offered as the service.
- (xii) 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.
- (xiii) The Successful bidder shall give following undertaking in the form of an affidavit on non-judicial stamp paper of Rs.100/- 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/s with our registered office at shall be responsible for implementation of Provisions of labour law and rules as made applicable by the appropriate Govt. in respect of Tide Gauge Attendant, for which the contract has been awarded".

“Further, we M/s shall deposit employers and employees (Local labour/ Unskilled personnel) 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". EPF code of all Local labour/ Unskilled personnel is to be submitted to this office.

- (xiv) 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 Local labour/Unskilled labour 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 Local labour/ Unskilled personnel shall be submitted to Survey of India.
- (xv) The contractor shall not sublet, transfer or assign the contract or any part thereof to any other party.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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 duly supported with the following documents:
 - (a) Attendance report duly signed by any authorized officer of the SOI detachment officer.
 - (b) Proof of payment of salary to each deployed employee (copy of cyber receipt).
 - (c) Documents in support of deposit of EPF, ESI, EDLI, GST of the previous month by 7th 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.
- (xix) 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.
- (xx) 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.
- (xxi) 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.
- (xxii) 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.
- (xxiii) 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.
- (xxiv) 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.
- (xxv) 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 fulfilment of the contract from time to time.
- (xxvi) 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.
 - (xxvii) 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.
 - (xxviii) The service provider shall ensure proper conduct of his person in the field of duty and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
 - (xxix) 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.
 - (xxx) 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.
 - (xxxi) In case of any dispute arises relating to any aspects of this contract between two parties, the decision of the Director, Gujarat Daman & DIU GDC, shall be final and binding on the successful bidder.
 - (xxxii) In case the date of opening of tender is declared as a holiday on any account, the opening will be taken place on the next working day.
 - (xxxiii) The contract will be awarded for a period of 12 months. The Competent Authority reserves right to reduce the contract period or to extend the contract after its completion. Such extension would however be based on mutual consent and on the same rates, terms and conditions.
 - (xxxiv) Rates quoted/accepted will be valid for 12 months from the date of agreement. The Agency will have to provide its Telephone numbers to be available for contact for 24 hours' x 7 days.
 - (xxxv) The rate quoted by the Agency should not be less than the rate of minimum wages as prescribed by the Central Govt. of India, Ministry of labour.
 - (xxxvi) Persons hired for the desired job will have no claim for Govt. job under any circumstances
 - (xxxvii) **The agency will have to comply all the existing acts on EPF/CPF, ESIC, insurance, bonus, medical and minimum wages etc. as per central Govt. norms.**” It would be sole responsibility of the Agency to provide all the statutory benefits and contributions of ESI, PF etc. to all the workers at his own cost
 - (xxxviii) BID VALIDITY: The Bid should remain valid for a period of 90 days from the date of opening of Technical Bid.
 - (xxxix) The authorized representative with proper authority letter from the Firms will only be allowed to attend the Tender Opening.

- (xl) The persons engaged shall not be below the age of 18 years and should be Indian Citizen and they shall not interfere with the duties of the employees of this office.
- (xli) The agency shall deploy the full strength of personnel all the time and shall maintain a list of the reserve to provide the replacement.
- (xlii) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 50% of total value
- (xliii) The Director, Gujarat Daman & DIU GDC reserve the rights to cancel the e-tender without assigning any reason there on.

5. DOCUMENTS TO BE UPLOADED ON THE PORTAL ARE AS UNDER:

1) TECHNICAL BID

- (a) EMD/BID SECURITY.
- (b) GST registration certificate.
- (c) Tender Acceptance Letter Technical Part Annexure 'C'
- (d) Technical Bid Pro forma Annexure 'D'
- (e) Registration Certificate with Central labour commissioner.
- (f) Undertaking for non-blacklisting firm and non-registration of criminal case.
- (g) Scanned copy of ITR for the last three financial years of the firm.
- (h) EPF registration certificates
- (i) ESI registration certificate
- (j) Copy of DLO License
- (k) PAN/TAN number
- (l) Total monetary value of services performed for each of the last five years
- (m) Copies of work orders and experience in services of a similar nature and size for each of the last two years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts
- (n) Audited financial statements for the last three years (copies of the Profit and Loss(P/L) statements along with Balance Sheet for the concerned period);
- (o) Bank Account details
- (p) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.
- (q) Affidavit regarding correctness of information furnished with bid document
- (r) Written confirmation authorizing the signatory of the Bid to commit to the Bid Such as Power of attorney etc.
- (s) MSME registration Certificate (if any)

2) Financial Bid

(a) Tender Acceptance Letter Financial Part Annexure ‘B’

(b) Financial Bid Annexure ‘A’

All documents to be submitted online on CPP Portal as detailed in Annexure ‘G’, However Document listed against sl. (a), (r) and(s) under point 5(i) Technical Bid are to be submitted at the following address on or before Date and Time of opening bid

The Director,
Gujarat, Daman & Diu, GDC, Survey of India,
Sir Creek Havana, Sector 10-A, Post Box No.1,
Gandhinagar, Gujarat-382010

6. FINANCIAL BID / SCHEDULE: -

The FINANCIAL bid shall be filled on-line as per pro forma / BOQ - Bill of quantity for the service and inclusive all charges.

Sl. No.	Description	Approximate Requirement	Field of duty	Period of Contract
1	Local labour	30	33 Districts of Gujarat State and adjoining areas	09 Months

7. EVALUATION AND AWARD OF CONTRACT

At first only the technical bids would be opened and evaluated, financial bid of only those bidders would be opened which successfully meet the qualification criteria techno-commercial aspects. The contract shall be awarded to the bidder whose bid has been determined as the lowest evaluated bid price, provided the offer is determined in accordance with the bid documents to be:

- i) Substantially responsive;
- ii) Eligible bidder;
- lii) Meets the minimum Technical qualification standard

8. PERFORMANCE SECURITY:

The performance Security should be furnished for an amount of 5% of the Contract Value with validity of fourteen months or 60 days beyond the date of completion of all contractual obligations. The successful Agency shall furnish the performance security in the form of Bank Guarantee from a nationalised bank in favour of “E&AO, Gujarat Daman & Diu G.D.C, Gandhinagar” and payable at Gandhinagar 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. Performance security should be deposited within 14 days of the issue of letter of intent/award of contract.

The performance security shall be returned to the Contractor on successful completion of the services for which the Local labour (unskilled Personnel) were hired.

In case contract is awarded to a firm/agency and such firm/agency fails to provide the services of Local labour (unskilled Personnel) at the accepted rates on

the scheduled date & time, the contract awarded shall be cancelled & Performance security shall be forfeited.

9. 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 Local labour (unskilled Personnel) should be made only by NEFT/RTGS in the bank account of the individual before 7th day of each month and payment details (cyber receipts) shall be submitted to this office along with monthly bill. Payment of wages to unskilled Personnel, should not be held beyond above said date on any ground including Non-payment or delayed payment by survey of India. Service provider should have sufficient financial arrangements to pay wages of hired personals (unskilled labours provided to survey of India) for at least three months, in event of non-payment or delayed payment by survey of India.
- (iii) 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".
- (iv) In no case any payment shall be made by our office directly to the staff 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.
- (v) The Director Gujarat Daman & Diu G.D.C, Gandhinagar may terminate the contract at any point of time with or without assigning any reason thereof by giving one month's notice. However, if services are not found satisfactory, Director, Gujarat Daman & Diu G.D.C, Gandhinagar may terminate the contract with immediate effect.
- (vi) The successful firm/ agency may discontinue the contract by giving a notice of at least 60 days before the intended date of discontinuation, but it will lead to forfeiture of its Performance Security Deposit submitted to the Directorate. In case of discontinuation, without prior notice or a notice less than 60 days prior to the intended date of discontinuation, the Director, Gujarat Daman & Diu G.D.C, Gandhinagar will have the right to claim damages, and recover such damages from the payment due to the Agency or by any other means, in addition to forfeiting the performance security deposit by the Agency

10. 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 for damages.

- 11. 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.
- 12.** The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 13.** 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, Gujarat, Daman & Diu G.D.C. Survey of India, Sir Creek Bhavan, Sector 10-A, Post Box No.1, Gandhinagar, Gujarat-382010
- 14.** 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.

Price Bid

TENDER INVITING AUTHORITY : Director, Gujarat, Daman & Diu GDC,
Gandhinagar

NAME OF WORK : Out Sourcing Services of Local labour/
unskilled Personnel

BID REFERENCE NUMBER :

NAME OF BIDDER :

ADDRESS OF BIDDER :

Sl. No .	Personnel (Post) Required	Basic wages	EPF (Employer Contribution)	ESIC, EDLI (Employer Contribution)	Bonus	Service Charge	Total (i) to (v)	GST	Grand Total
		(i)	(ii)	(iii)	(iv)	(v)			
1.	Local labour/ Unskilled Personnel								

Note: The charges shall include the food, lodging, boarding& other expenses for the personnel deployed in the field work.

Date:

(Signature & Seal of the Bidder /Agency)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Financial Bid)

Date.....

To,
The Director,
GD & D GDC,
Sir Creek Bhavan,
Sector 10-A,
Gandhinagar.

Sub: Outsourcing Services of Local labour/ Unskilled Personnel - acceptance of Terms & Conditions of Tender.

(Tender Reference No:1530 /5-N (NHP) dated: 14/08/2020)

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 21 (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.

I/We hereby certify that Service Charge quoted is not less than 2.0 % of the Grand Total i.e. Rate of TDS. Service charge is inclusive of service/handling charges as well as other obligation towards employee such as gratuity etc.

I/We hereby certify that Minimum wages, EPF, ESIC, EDLI Bonus is as per Govt. of India latest notification.

All break up details are quoted in rupees and rounded up to nearest rupee.

We do hereby undertake that in the event of acceptance of our bid, we will provide the services as stipulated in the tender document on rates quoted in BOQ/ Price Schedule enclosed with bid and that we shall perform all the incidental services.

Basic rate quoted is not less than latest minimum wages rates prescribed by Chief labour Commissioner (Central).

If our tender offer is accepted, we will submit a Bank Guarantee for sum of 10% of the contract value as performance security for due performance of the contract.

We hereby agree to abide by this tender offer for 90 days & the same shall remain binding up on us and may be accepted at any time before expiry of that period. We are aware that you are not bound to accept the lowest or any offer you may receive

Name of Firm _____

Address _____

Mobile No. _____ Phone No. _____ Fax No. _____

Name of Bank _____

Bank's Account No. _____

IFSC Code _____

MICR No. _____

Income Tax Registration No. _____

GST Registration No. _____

Signature of Authorized Signatory
Stamp of Firms

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date.....

To

The Director,
GD & D GDC,
Sir Creek Bhavan,
Sector 10-A,
Gandhinagar.

Sub: Outsourcing Services of Local labour (unskilled Personnel) - acceptance of Terms & Conditions of Tender.

(Tender Reference No: 1530 /5-N (NHP) dated 14/08/2020)

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 21 (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.

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.

Your's Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure 'D'

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.	Name of the contract person, mobile number and Detailed office address of the Agency with office Telephone Number, Fax Number	
4.	Address of the local office located at Ahmedabad/Gandhinagar with office Telephone Number and FAX number	
5.	Bank Account Detail for E payment	Account no. Account Type Name of Account Holder Address of account holder Name of Branch Address of Branch IFSC Code
6.	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)	
7.	PAN/ TAN Number (Copy to be enclosed)	
8.	Labour Identification Number, if any (Copy to be enclosed)	
9.	Financial turnover of the bidding company/firm/agency for the last 3 financial years with supported documents (Copy of balance sheet, duly certified by Auditors/CAs to be attached)	
10.	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).	
11.	GST Registration NO. (Copy to be enclosed)	
12.	MSME Registration certificate (If any)	

Signature and Seal of the bidding firm/agency

CONTRACT AGREEMENT

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

15. AGREEMENT MADE on this day of Two thousand Twenty between..... (hereinafter called "The Service Provider or Contractor") on one part and the Director, Gujarat, Daman & Diu G.D.C. Survey of India, Gandhinagar, Gujarat-382010 (hereinafter referred to as the "Government") on the other part.

WHEREAS the Service Provider has tendered to The Director Gujarat, Daman & Diu G.D.C for providing the services of unskilled personal 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 ₹ (Rupees only) as performance Security for the fulfilment 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 fulfil 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. The Performance Security Deposit shall remain valid for fourteen months from date of signing contract or 60 days beyond the date of completion of all contractual obligations whichever is later. and it will be returned to the Service Provider after successful completion of contractual period, 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 form date of signing contract 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 (Unskilled Labour) 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 hereto and the Director, Gujarat Daman & DIU G.D.C Gandhinagar.
8. 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

DATE; _____

Place: Gandhinagar

PERFORMANCE SECURITY FORM

To

The Director,
GD & D GDC,
Sir Creek Bhavan,
Sector 10-A,
Gandhinagar.

WHEREAS.....(Name of Service Provider hereinafter called “the Service Provider” has undertaken Contract No. Dated 2020 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 Rs..... () 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 theday of..... 2021.

Signature and Seal of Guarantors

Date:

Address: _____

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:

Bidders are required to enrol 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 Enrol” on the CPP Portal is free of charge.

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 Tender” 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, GD&D GDC, Survey of India, Sir Creek Bhavan, Gandhinagar Pin-382010 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***