

**GOVERNMENT OF INDIA  
U.T. ADMINISTRATION OF DAMAN & DIU,  
DEPARTMENT OF TOURISM, DAMAN**

**No. F-23019/1567/2019-DDTOURISM/194**

**Date:- 05/07/2019**

**E - TENDER NOTICE**

On behalf of the President of India, the Deputy Director (Tourism), Daman invites sealed E-tenders for Hiring of Security guard's services in 3 shifts at various places in Daman District for a period of 3(three) years through on-line on [www.ddtenders.gov.in](http://www.ddtenders.gov.in) from the reputed agency/contractor/supplier. The tender notice is also available on [www.daman.nic.in](http://www.daman.nic.in)

<b>Sr. No.</b>	<b>Places at Security guards required</b>	<b>No. of security guards</b>
1.	In the premises of Tourism department, Daman	1 ( in 3 shifts)
2.	At Jogger's park, Dholar, Moti Daman	1 ( in 3 shifts)

3.	Cost of Tender Documents	Rs.1,000/- (Non Refundable)
4.	Bid Security (E.M.D.)	Rs.25,000/- (Refundable)
5.	<b>Important Dates</b>	
	On line downloading of tender documents	upto 05/07/2019, 18.00 hrs
	Last Date & time of online submission of Technical / Financial bids.	upto 26/07/2019, 16.00 hrs
	Last Date and time for Physical submission of Technical bid	upto 26/07/2019, 16.00 hrs
	Opening of Technical Bid (Online & Hardcopy)	On 29/07/2019, 14:00 hrs.
	Opening of Financial Bid (Online)	On 31/07/2019, 12.00 hrs.(if possible)

\*Bidders have to submit their financial bid in electronic format only on <http://www.ddtenders.gov.in> till the last date & time for submission. Physical Submission of Tender fees & EMD and other supporting documents i.e. copy of valid license from the competent authority, copy of VAT/CST certification/EPF/ESIC/ registration, ISO Certificate and copy of PAN/TAN of Income tax etc and GST certificate, Duly attested registration certificate from Employees state insurance corporation, annual turnover of last 2 years, etc as per Annexure- 1 and terms and conditions duly signed in hard copy to the undersigned at following address by RPAD/Speed Post/by hand shall be submitted or by hand in the office of the Deputy Director (Tourism), Daman within prescribed date & time.. However, tender inviting authority shall not be responsible for any postal delay.

The Department reserves the right to reject any or all tenders without assigning any reason and selection shall be at the absolute discretion of the Department & Departments decision in this respect shall be final and binding.

Office Address: Office of the Deputy Director (Tourism),  
Department of Tourism, Daman,  
Paryatan Bhavan, near bus stand,  
Nani Daman, Daman -396210  
Phone: 0260-2250002

Sd/-  
**Deputy Director (Tourism),  
Daman**

Copy to:

1. The NIC, Daman, with a request to upload it on official website of Administration of Daman & Diu.
2. The Field Publicity Officer, Daman with a request to publish in news papers as specified in the office letter.

**ANNEXURE-I**

**TENDER DOCUMENT FOR PROVIDING SECURITY SERVICE / GUARDS  
IN THE PREMISES OF TOURISM DEPARTMENT AND AT JOGGER'S PARK,  
DHOLAR, MOTI DAMAN**

Date: 05/07/2019.

**TECHNICAL BID PROFILE**

1.	Name of the tenderer	
2.	Address of the Tenderer	
3.	Duly attested registration/license certificate from labour department for providing Security service.	
4.	Duly attested registration certificate from Employees state insurance corporation.	
5.	Duly attested work execution certificate in central/state govt./PSU/autonomous body of central govt. for providing 10 guards (armed & unarmed) at least once during last 2 Years or more.	
6.	e-mail	
7.	Tel. Nos./Cell Nos.	
8.	Name of the Proprietor/Partners	
9.	Year of Establishment	
10.	Tender Fees (Demand Draft No. Date & Bank Name)	
11.	EMD (Demand Draft No. Date & Bank Name)	
12.	CST or VAT No.	
13.	Excise and Service Tax	
14.	PAN No. and GST No.	
15.	Copy of EPF and ESIC Registration Certificate	
16.	Copy of the Labour License/ Registration under the contract Labour (Registrations and control) Act, 1970	
17.	Annual Turnover of not less than 10 lakh for last 02 years. (CA Certified)	
18.	An affidavit to the effect that no criminal case is pending with the police against the Proprietor/ Firm/ Partner or the company (service provider) and the Service Provider has not been blacklisted anywhere.	
19.	Bank Account no, Bank Name, Branch Name & IFSC Code	
20.	Terms and Conditions Signed by Authorized person with stamp	

I / We certify that I / We have read understood and accept the contents of the broad terms and conditions incorporated in the Tender Form and 'Note' below and submit this Tender for consideration. I / We certify that the above statements are true.

(Signature of the Owner / Proprietor)

Full Name of the Firm \_\_\_\_\_

Address \_\_\_\_\_

DATE:

(SEAL)

## TERMS AND CONDITIONS

1. The Department reserves the right to reject any or all tenders without assigning any reason and selection shall be at the absolute discretion of the Department & Departments decision in this respect shall be final and binding. Unsatisfactory/ Incomplete submission may immediately be rejected from this e-Tender.
2. E-Tenders are invited for “PROVIDING SECURITY GUARD SERVICES in the premises of Tourism department, Daman and at Jogger’s park, Dholar, Moti Daman.
3. **Bids to be submitted ON-LINE:**  
TECHNICAL & FINANCIAL Bid will only be submitted in Electronic format through [www.ddtenders.gov.in](http://www.ddtenders.gov.in). The bidder shall upload scanned copies of all mandatory/optional documents compulsorily online only while submission of bids.
4. **PHYSICAL SUBMISSION :**  
Tenderer shall have to deposit the **Tender Fees** of Rs.1000/- (Rupees One thousand only) which is non-refundable in any case in the name of “Deputy Director (Tourism), Daman” drawn on any nationalized/scheduled bank, payable at Daman branch & **EMD (F.D.R/DD)** of Rs.25,000/- (Rupees twenty five thousand only) (Refundable).The bidder should enclose F.D.R/DD of Rs. 25,000/- (Rupees Twenty five thousand only) towards EMD in the name of “Deputy Director (Tourism), Daman” drawn on any nationalized/scheduled bank, payable at Daman branch. The EMD will not carry any interest whatsoever. Tender Fee & EMD will not be accepted after last date & time & may result to rejection of online bid documents & bidding. Tender received without Tender fees will be summarily rejected.
5. The successful bidder / tenderer will have to submit police verification from this U.T, of the personnel / guards to be engaged at the same places within 10 days of award of contract.
6. The Contractor should render security services round the clock in shifts (i.e. 08:00 AM to 04:00 PM & 04:00 PM to 12:00 AM & 12:00 AM to 08 AM).
7. The Government employees who are either dismissed or removed from the Government / Defense job cannot be appointed by the agency as Security Guard in the above said work for which, the respective agency shall be responsible.
8. The agency shall have to maintain muster roll, payment sheet, identity cards etc. and same shall have to be produced before the department.
9. At the time of changing the shift, the Guards shall have to sign the register of handed over, taken over charge with detail entry therein. They shall also make note of any remarkable incident occurred during their duty time and shall bring the same to the notice of the Deputy Director (Tourism), Daman immediately.
10. The duty points to be fixed will be at the sole discretion of the department.
11. The agency shall have to provide Uniform, Stick / Lathi’s / whistle / Umbrella and Torch etc to the guards at its own cost as required. The contractor shall get such uniform approved from the department in advance.
12. The selected agency shall have to provide service for protection of all the property within the premises and to prevent illegal entry in the premises round the clock all

days of week in the form of shift system. In normal course, no Guards should be placed for two continuous shifts. (This will be reflected in monthly attendance reports).

13. The contractor will have to ensure satisfactory standards of its employee's competence, conduct, cleanliness and integrity. Negligence of duties, undesirable act, misbehavior and consumption of alcohol or banned items while on duty etc., will not be acceptable.
14. The person or agency shall not transfer or assign sub-contract to any other party.
15. The staff engaged by the Agency or Contractor to whom the contract is given shall be deemed to be the servants or employees of the Agency or Contractor to whom the contract is given and such staff shall not be considered or deemed to be the employees and servants of this department / Administration.
16. The department shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the contractor. Contract guards are not eligible to benefits of Provident Fund, ESI, etc., and the same may be informed to the contractor.
17. In case, the person so deployed by the contractor, is found absent, the department shall have the right to treat such person as `absent from duty and deduct the proportionate amount of such person from the bill and also impose fine, as deemed fit.
18. The department also reserves the right of imposing fine upto Rs.1,000/- (rupees one thousand only) in the event of such a default. In case of three defaults of "absence" of personnel the contract will liable to be terminated at the discrete of the Head of office.
19. The contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered while performing their duties or due to negligence of the contractors personnel in their performance of the services required under the contract.
20. On replacement of personnel/guards for being on leave for any of the reasons the contractor /agency / firm will have to intimate the same to the department and also fulfill T&C applicable.
21. The terms and conditions of this tender shall be part and parcel of the contract executed by the person or department whose tender is accepted. (Details furnished liable for cross check as found suitable by the undersigned), failure to fulfill T&C subject to Cancellation of Contract.
22. The person or the agency to whom the contract is given is bound to abide by the instructions on security matters issued by the agency and the department from time to time.
23. In case, the contractor or his workers are allowed to work in the premises of the department and Joggers Park, Dholar the contractor will have no right or lien upon the premises and the contractor and his workers will move out of the premises at the instance of the department on expiry of contract.

24. In the event of Termination of the contract with the L1 (lowest tendered) due to any of the reasons, the committee will have the right to offer / award the contract to the next lower tenderer i.e. L2 before the actual expiration of the contract period as per the tender rates after consent of the L2 bidder and the competent authority.
25. No advance payment will be made to the Private Security Agency/ Agencies. The payment for the month will strictly be released, after verifying attendance records held with PSA, for completed month. And only after verifying pay slips of previous month duly signed by each individual and all mandatory deduction as per government guidelines/rules.
26. The tender documents (Technical bid) serially arranged as per Annexure-I dully filled in all respect shall have to be deposited in the tender box kept in the office of the Deputy Director (Tourism), Daman or to be sent by the Registered Post (AD) on or before dtd: 26/07/2019 up to 16:00 Hrs.
27. The tenderer shall have to enclose List of works executed in various Govt., Semi Govt. organization, School, College, University, Municipalities, corporate with proof thereof along with Technical Bid.
28. All the particulars as asked in the tender documents shall have to be filled up by the tenderer under his own signature in case of individual and under the signature of authorized partner / signatory in case of partnership firm/ joint stock Company along with stamp invariably. The tender with insufficient information shall be summarily rejected.
29. The right to accept or reject any tender partly or fully without assigning any reason thereof is reserved with the Deputy Director (Tourism), Daman and his decision in all matter relating to acceptance or rejection of the tender as whole or in part will be final and binding to all.
30. No applications/ clarifications shall be accepted from the tenderers once tenders are received by the department.
31. The successful tenderers shall have to engage SELF DEFENCE TRAINED /NCC/TRAINED SECURITY GUARDS (WITHOUT ARMS AND AMUNATION) required for the operation of the contract/ facility management/ services etc. in sufficient number required for this job. The agencies can also provide Civilian Trained Guards as per PASARA Instructions. Supervisors should be included under Skilled Category and Security Guards in Semi-skilled Category.
32. The agency should provide certificates for all legal requirements, Including PASARA. Any laps summary will result in rejection.
33. The successful tender bidders will have to pay within ten (10) days from the date of demand an amount of 10% of the tendered cost as a Security Deposit in form of Fixed Deposit receipt from Nationalized/Schedule bank in favour of The Deputy Director (Tourism), Daman payable at Daman.
34. Non receipt of Security Deposit within 15 days period will result in automatic cancellation of tender, without intimation.
35. In case of breach of any condition of the contract by the contractor or if the work of the contractor is found unsatisfactory by the tender inviting authority, such contract

of the contractor shall be terminated. The Secretary (Tourism), DD&DNH shall be the authority for arbitration and the decision of the Secretary will be final and binding to all.

36. The works as mentioned in the Annexure's are required to be under taken by the successful contractor during the course of agreement.
  - (a) If any change in the administrative procedure/rules by the department, for smooth operation of works shall have be binding to the contractor/s and for that the contractor shall have to give his willingness in writing.
  - (b) In case the successful tenderer stop the work/operation either partly or fully during the agreement period, the department reserves the right to get such work/s /operation executed through any other sources at the risk and cost of such defaulted contractor. The EMD/SD of such defaulted contractor shall be forfeited. Any additional payment which has to be paid to execute the work under such circumstances for such works/ operation they said amount shall be recovered from the pending bills/ deposit/ any other works of the default contractors.
37. If the contractor is found to execute any offensive work/ activities not covered in the contract agreement/ conditions, instructions, the proportionate amount of such works shall be recovered as penalty from the running bill payable to the contractor.
38. The successful tender bidders have to start the works/operation as per the tender terms, conditions and specifications with IMMEDIATE EFFECT on receipt of the work order.
39. Any dispute of civil or criminal nature shall be within the jurisdiction of the local Court of Daman (U.T.). The LEGAL aspects are as mentioned in the Annexure- IV.
40. In case of any dispute in terms of interpretations of agreement/contractor, the decision of the Secretary (Tourism) in such cases shall be final and binding to all.
41. The contractors shall have to produce all required evidence in respect of individual proprietor, partnership deed in case of partnership/ firm and copy of the Memorandum and Article of Association in case of registered company.
42. The contractor shall have to obey strictly the provision of Minimum Wage Act and Child Labour Act and any other relevant Act/Rules. The responsibilities on violation of these acts shall be of the contractors. The Administration shall not be responsible for any litigation in this regard. The contractor at his own risk and cost shall have to grant benefit of leave plus pay emoluments to the labors as per the law in force.
43. Minimum wages as per the latest minimum wages rules shall be followed compulsory, failing which penal action will be taken by debarring the firm from tendering process for next 05 years.
44. The Deputy Director (Tourism), Daman reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
45. Any conditional bid shall not be considered and will be out rightly rejected at the very first instance.
46. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the schedule date and time in presence of the

Tenderer/ his representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person authorized for each bidder shall be allowed to be present at the time of opening the tender.

47. The Registered office or one of the Branch Officer duly registered in the local authority of the Service Provider should be located within the jurisdiction of the Department/ Office.
48. The Deputy Director (Tourism), Daman reserves the right to call for any documents in original including the Bank Account to verify the veracity of the documents submitted.
49. Requirement may increase or decrease any time subject to need assessment by competent authority.

Signature  
& Designation  
of the tender inviting Officer.

Sd/-  
Deputy Director (Tourism),  
Daman

All the above Terms & Conditions are accepted and are binding to me /us.

Place : ( Signature of the Owner / Partner / Contractor )  
Date : Name of the Bidder with seal of the firm.

**ANNEXURE-II****Schedule of Services to be provided for Security Guard  
in the premises of Tourism department and at Jogger's park, Dholar, Moti Daman.**

Round the clock security service and allocation of duty to the guards as:

Sr. No	Particulars	8 am to 4 pm	4 pm to 12 am	12 am to 8 am
I	ii	iii	iii	iv
1.	Premises of Tourism department, Daman	01	01	01
2.	Jogger's park, Dholar, Moti Daman	01	01	01
Total no. of guards per shift		02	02	02

Signature & Stamp of the agency

### ANNEXURE-III

#### SERVICES TO BE PROVIDED DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Personnel will be responsible for overall security arrangement of the mentioned locations in the contract.
2. The Man Power to be provided must have the following qualifications:
  - (i) Security Guard should be of a minimum 21 years of age and not exceeding 50 years of age. 10 years relaxation in case of ex-serviceman personnel's.
  - (ii) The Service Provider shall ensure that the Security Personnel deployed (who are Ex-Servicemen/Ex- Paramilitary are active healthy and not more than 60 years of age.
  - (iii) The deployed personnel shall have minimum qualification of Matriculation so as to be able to read & write if required.
3. The Service Provider will get the antecedents; character and conduct of individual security personnel verified by respective local police authority and shall produce the same at the time of signing the agreement. Their names, passport size photographs, nationality, address, identity cards, fingerprints, etc. have to be provided to the department as soon as they are deputed on duty.
4. Security Personnel will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
5. Deployment of Security personnel will be as per the instructions of the authorities of the department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
6. The Security Personnel should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
7. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the department. Guards/Supervisors should be sensitized for their role in such situations.
8. The Security Personnel on duty shall not leave the premises until his reliever reports for duty.
9. Security Agency shall be responsible for acts of commission and omission on the part of its security staff and will take such preventive measures and precautions as may be deemed necessary for the safety of the property and materials.
10. Any other provisions as advised by the Department may be incorporated in the agreement. The same shall also be binding on the contractor.

Sd/-

Deputy Director (Tourism), Daman

Name of the bidder:

Signature of the bidder:

**Annexure-IV**  
**LEGAL**

1. The persons deployed shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
2. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in department. The department concerned shall have no liability in this regard.
3. The Bidder should produce the evidence in respect of having made payments to the Supervisors and the guards (manpower) provided as and when called for by the department.
4. The Service Provider shall also be liable for depositing all Taxes, Levies, Cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the department.
5. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the department or any other authority under Law.
6. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
7. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
8. The Service Provider shall be held responsible for any loss/damage to the premises/ buildings guarded by them .The successful tender bidders shall have to take all care to avoid any accident during the course of work/ operation for which all required precautions/ steps are to be taken up on works site at the cost of the contractor himself. It shall be the duty of the contractor to handle such cases at his/their own cost and pay the damages/ compensation payable if the Court or any other competent authorities may decide/order. The department shall not be responsible for such cases/ incidents or

for payment of any damages/ compensation which may occur on such incidents.

In case of any accident with staff/ employee of contractors/ bidders during the course of execution of the agreement/ work, the responsibilities of such cases/ accident/ damage shall remain at the part of the contractors/ bidders. The department shall not be responsible for any kind of accident with labours engaged for this job.

9. In case of any theft or pilferages, loss or other offences the Service Provider will investigate and submit a report to the Deputy Director (Tourism) and maintain liaison with the Police. FIR will be lodge by officials of the department, whenever necessary. If needed, joint enquiry will be conducted comprising both the parties and responsibility will be fixed.

10. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The department will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.

**ANNEXURE-V**

**TENDER DOCUMENT FOR  
PROVIDING SECURITY GUARDS IN THE PREMISES OF TOURISM DEPARTMENT  
ANDAT JOGGER'S PARK, DHOLAR, MOTI DAMAN.**

Dated: 05/07/2019

**FINANCIAL BID**

**(To be filled online only)**

**NOTE: (DO NOT FILL THIS FORM AND SUBMIT IN PHYSICAL ELSE YOUR BID WILL BE REJECTED)**

<b>Sr.No</b>	<b>Description</b>	<b>Rate (per month) (incl of all taxes)</b>	<b>Rate (for per year) (incl of all taxes)</b>
1.	Consolidated rate for providing 06 no.s of guards in Tourism department premises and at Jogger's park Dholar, Moti Daman.		

**NOTE :** (\*) Field / Row Compulsory Rates to be quoted / Nil quote in above will be liable for rejection. The rate submitted shall include all the applicable taxes.

**Please go through the below points before filling-up Financial Bid :**

1. Rates should be quoted for per security person per day duty of 08 hrs only and Total Security Guards i.e. 06 Nos. will be calculated automatically in the given format. (Wrongly quoted / uploaded rates will be rejected and unacceptable without any claims / arguments later.)
1. The Bidders have to follow latest minimum wages, as per the notification issued by the Labour Commissioner, Daman issued / published.
2. We require round the clock security service (duly uniformed] and therefore 03 security guard will attend 03 shifts. Quoted price should consider 365 days security guard service as per laws.
3. Tender of the lowest Grand Total will be accepted for providing Security Guard services in the premises of Tourism department and at Jogger's park, Dholar, Moti Daman.
4. Kindly inquire for any queries related to tender from the office before last date.
5. Kindly refer all the clauses before quoting your rates.

Certified that I/We understand that offers not complying with the minimum wages / govt. acts will be rejected. Decision of the committee will be final & acceptable.

Signature Name & Designation Seal of Bidder.