

**UT ADMINISTRATION OF DAMAN & DIU
DEPARTMENT OF TOURISM**

Request for Proposal for Outsourcing of Casual Labour Services

Request for Proposal (RFP) No.
No.4/389/DDT/2016-17/181

Department of Tourism
UT Administration of Daman & Diu
Paryatan Bhawan,
Nani Daman
Daman- –396 210
Phone: 0260 2250002
Email:tourism-dmn-dd@nic.in
Dated: 09 / 09/ 2016

The Deputy Director Tourism Daman, UT Administration of Daman & Diu, herein after called the “DOT/Authority invites Tender in sealed cover on Two-Bid system for Outsourcing of Casual Labour Services for maintenance of various tourist spots located in the district of Daman.

2. General information about the tender is as follows:-

- | | | | |
|-----|--|---|--|
| (a) | Bids/queries to be addressed to | : | Dy Director Tourism |
| (b) | Postal Address for sending the Bids | : | Department of Tourism
Paryatan Bhawan,
Nani Daman,
Daman- 396210 |
| (c) | Name/designation of contact personnel: | | Ms. Charmie Parekh

Dy Director Tourism,
Daman |
| (d) | Telephone No. | : | Tele No : 0260 2250002 |
| (e) | E- Mail Ids of contact personnel | : | tourism-dmn-dd@nic.in |
| (f) | Websites to download RFP | : | www.nprocure.com
www.daman.nic.in |

- (g) Estimated Cost of the RFP : Rs. 41.05 lakhs per Year
- (h) Pre- Bid meeting : 17/09/2016 at 1100 Hrs at
Conference Hall, Secretariat,
Moti Daman
- (i) Last date of submission of bids : 30/09/2016 at 1600 Hrs
- (j) Opening of technical bids : 03/10/2016 at 1100 Hrs
- (k) Opening of Financial Bids : 07/10/2016 at 1600 Hrs

3. This RFP is divided into five Parts as follows:
- a. **Part I** – Contains **General Information and Instructions** for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. **Part II** – Contains **essential details of the items/services** required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery.
 - c. **Part III** – Contains **Standard Conditions of RFP**, which will form part of the Contract with the successful Bidder.
 - d. **Part IV** – Contains **Special Conditions applicable to this RFP** and which will also form part of the contract with the successful Bidder.
 - e. **Part V** – Contains **Evaluation Criteria and Format for Price Bids**.
4. This RFP is being issued with no financial commitment and the DOT reserves the right to change or vary any part thereof at any stage. DOT also reserves the right to withdraw the RFP, should it become necessary at any stage.

Sd/-
(Charmie Parekh)
Dy. Director Tourism,
Daman

**Part I- General
information**

1. Last date and time for depositing the Bids:

_____ 30-09-2016, 1600 hrs _____

The sealed Bids (both technical and Commercial), should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids:

All bidders shall apply online only. Submission of all mandatory documents as per eligibility criteria specified in this document shall be uploaded on www.nprocure.com and submitted before the prescribed dates physically in the office or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. The Tender Inviting Authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.

3. Time and date for opening of Bids:

_____ 1100 hrs _____ 03 -10- 2016 _____

(if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DOT/Authority).

4. Opening of the Bids:

All the bids will be opened online as per the scheduled date and time. Bidders who have submitted all the mandatory documents online shall be considered qualified and physical bid copies of only the qualified bidders will be opened for technical evaluation. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.

5. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by DOT/Authority.

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:**
A pre-bid meeting will be held on 17 /09/2016 at 1100 hrs, in the conference Hall, Secretariat, Moti Daman to clarify all the queries regarding the RFP.
However, if any prospective bidder who requires clarification regarding the contents of the bidding documents and could not attend the pre-bid meeting shall notify to the DOT/Authority in writing about the clarifications sought not later than 7 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the DOT/Authority prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **Validity of Bids** The Bids should remain valid till 06 Months from the last date of submission of the Bids.
11. **Tender Fee:** The bidders are required to submit Tender Fee (non refundable) for an amount of Rs.5,000/- (Rupees Five Thousand Only) along with their bids. The Tender fee may be submitted in the form of an Account Payee Demand Draft in favour of Deputy Director Tourism, Daman .
12. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.85,000/- along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any Nationalized or Scheduled Bank. EMD is to remain valid for a period of 90 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them within two months

after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D) or National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items/services required is as follow:

SCOPE OF THE CASUAL LABOUR SERVICES REQUIRED TO BE PROVIDED BY THE CONTRACTOR.

SCOPE OF SERVICES: Services of Casual Labourers are required to be provided by the contractor through his workmen on daily basis as per demand placed by this office. The workmen shall be detailed by Office of Deputy Director Tourism, Daman to various tourist spots of Daman. The tentative list of tourist spots along with approximate requirement of staff is as under: (This list is illustrative and not exhaustive in nature)

Sr.No	Proposed Location / Tourist Spot	Requirement of Staff
1.	Joggers Park	04
2.	Kachigam Garden	06
3.	VVIP Circuit House Garden	04
4.	Paryatan Bhawan	03
5.	Government House Garden	04
6.	Satya Sagar Lake Udhyan	06
7.	Collectorate Garden	04
8.	Supervisor	01
	Total	32

(a) **DAILY / ON-DEMAND BASIS SERVICES** : O/o the Deputy Director Tourism, Daman will ask the Contractor to make available the required number of labourers, on day to day basis to be detailed to various tourist spots, for the following jobs :

- (i) Maintenance of gardens and execution of all kinds of gardening activities etc.
- (ii) Dusting, cleaning of doors, windows, polishing brass/metal fittings, ventilators, glass and removal of bird/animal dropping etc. at government property .
- (iii) Other works of miscellaneous nature.

NOTE :-

The labourers minimum Working hours would be 8 hours a day and seven (07) days a week. The number of workers required per day and the total annual mandays are subject to vary (increase/ decrease) depending on the actual work requirement on day to day basis.

(b) All supplies/materials/tools required for the smooth execution of the above mentioned work shall be arranged from time to time by the selected bidder.

(c) The successful bidder should be in possession of labour licence as required under Section 13 of the Contract Labour (Regulation and Abolition) Act 1970 from the concerned office of to employ labourers for this purpose within a maximum period of 12 months from the date of award of contract.

(d) The bidder must have atleast minimum of two years of experience of working with Government Organizations / UT Administration / Semi Government Organizations/Autonomous bodies/ PSUs in similar line of business.

(e) Though the Tender is for providing Casual Labour Services through the labourers of the contractor, the contractor shall have to ensure that the said workers are paid not less than the Minimum Rates of Wages as promulgated by the UT Administration of Daman & Diu and Government of India, on the date of entering into this Agreement. To ensure the same, payment to the labourers/workmen will have to be made only in the presence of Deputy Director Tourism, Daman. The said rates shall remain fixed for a period of one year from the date of commencement of contract. However, if the Contract is awarded to L1 bidder on the basis of minimum wages as promulgated by the UT Administration of Daman & Diu and Government of India, the rates will be subject to change if the minimum wages are revised by the the UT Administration of Daman & Diu and Government of India.

(f) The Tender form should be signed by the proprietor/partner of the firm or by a person who is duly authorized and legally competent to do so. A person signing the forms or any document forming part of the contract on behalf of the firm shall be deemed to have been duly authorised by the Proprietor/Partner of the firm and actions taken by such person in pursuance of this contract shall be deemed to have been taken by the Proprietor/Partner.

(g) The period of initial contract will be for one year or as specified in the contract, which will be subject to further extension for a specified period of not more than two years, on year to year basis, depending upon the satisfactory services as assessed by the Department of Tourism, UT Administration of Daman & Diu before the expiry of the contract and on the same terms and conditions. In case, the contract is extended, the rates of Minimum wages as promulgated by UT Administration of Daman & Diu and Government of India on the said date of extension shall be made applicable.

(h) If any Tenderer withdraws his Tender within the validity period (Six months from the date of opening of Tender) or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Government, then the Government, shall without prejudice to any other right or remedy, be at liberty to forfeit

the Earnest Money.

(i) Submission of the Tender by a Tenderer shall be taken to signify his acceptance of the above terms and conditions. Alterations, over-writing or erasing of any of the terms and conditions is not permitted.

2. Technical Details:

(a) **Eligibility**: Firms fulfilling the following criteria which are mandatory will be eligible for consideration:-

- (i) Should have ESI and EPF and Service Tax, Registration (attested copies to be enclosed).
- (ii) Should have valid PAN (attested copy to be enclosed).
- (iii) Should have labour license for at least 50 labourers as required under Sec 13 of the Contract Labour (Regulation and Abolition) Act, 1970.
- (iv) Should have minimum experience of two years of experience of working with Government Organizations / UT Administration / Semi Government Organizations/Autonomous bodies/ PSUs in similar line of business.
- (v) Should submit Bank solvency certificate issued not earlier than 01 September 2016, interalia, stating that the account of firm is not under attachment by any Court or Govt Agency.
- (vi) Tender Fee (non refundable) of Rs.5,000/- (Rupees Five Thousand Only) payable by way of Demand Draft issued in favour of the "Deputy Director Tourism" drawn on any nationalized bank/Scheduled Bank, payable at Daman.
- (vii) Earnest Money of Rs. 85,000/- (Rupees Eighty Five Thousand Only) payable by way of DD/Pay Order issued in favour of the "Deputy Director Tourism" drawn on any nationalized bank/ Scheduled Bank, payable at Daman and other documents as mentioned in Technical Bid form as given in Appendix-B.

(b) BidForm

TECHNICAL BID FORM FOR PROVIDING CASUAL LABOUR SERVICES

1.	Tender to be addressed to.	Deputy Director tourism, Daman
2.	Tender to be submitted to	Department of Tourism Paryatan Bhawan, Nani Daman, Daman- 396210
3.	Closing date and time for receipt of Tenders.	1600 hrs on <u>30. 09. 2016</u>
4.	Tender Fee(Non Refundable)	Rs.5,000/- (Rupees Five Thousand Only) DD No._____ Dated: Issuing Bank:
5.	Earnest Money deposited	Rs. 85,000/- (Rs. Eighty Five thousand only) DD/Banker's Cheque No._____ Dated_ _ _ Issuing Bank_ _
6.	Conditions of contract contained in the Invitation to Tender and Instructions to the Tenderers, Notice Inviting Tender and as contained in draft Agreement	ACCEPTED
7.	Bank solvency certificate (issued not earlier than 01 September 2016)	Attached / Not attached
8.	Authenticated copy of PAN and Service Tax Registration No.	Enclosed / Not enclosed
9.	Authenticated copy of EPF Registration & ESI Registration	Enclosed/Not enclosed
10.	Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid.	Accepted / Not Accepted
11.	Copy of Certificate of Labour License	Enclosed / Not Enclosed.

Stamp of the Firm

Signature of Tenderer_____

Name in Block letters_____

Capacity in which signed _____

Date _____

(c) Requirement of Technical documentation.

The Tender is liable to be rejected if the following documents are not found uploaded online with the Tender bid :-

- 1) Demand Draft of Rs.5,000/- towards Tender Fee drawn in favour of Deputy Director Tourism, Daman. (Non refundable)
- 2) Demand Draft/Pay Order of Rs. 85,000/- toward Earnest Money drawn in favour of Deputy Director Tourism, Daman.
- 3) Authenticated copy of ESI, EPF and Service Tax Registration Certificate
- 4) Authenticated copy of PAN.
- 5) Bank Solvency Certificate issued on or after 01 September 2016.
- 6) Labour license for at least 50 labourers.
- 7) Attested Copies of work order and performance certificate from Various Govt organizations/ UT Administration/ Semi Government organizations/ Autonomous bodies/ PSUs showing satisfactory execution of at least three similar works of providing manpower.

Part III- Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the DOT/Authority. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the law of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the service shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for use of Undue influence:** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the DOT/Authority or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption shall entitle the DOT/Authority to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss

arising from such cancellation. A decision of the DOT/Authority or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any offer/employee of the DOT/Authority or to any other person in a position to influence any officer/employee of the DOT/Authority for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the DOT/Authority may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the DOT/Authority.

5. **Agents / Agency Commission:** The Seller confirms and declares to the DOT/Authority that the Seller is the provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the DOT/Authority that the present declaration is in any way incorrect or if at a later state it is discovered by the DOT/Authority that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the DOT/Authority. The Seller will also be debarred from entering into any supply Contract with the UT Administration of Daman & Diu for a minimum period of five years.
6. **Access to Books of Accounts :** In case it is found to the satisfaction of the DOT/Authority that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the DOT/Authority, shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract:** Except with the written consent of the DOT/Authority / Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services, etc as specified in this contract, the DOT/Authority may, at his discretion, withhold any payment until the completion of the contract. The DOT/Authority may also deduct from the SELLER as agreed liquidated damages to the sum of 0.5% of the contract price of

the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Penalty Clause:**

- a. In case of deployment of less manpower the penalty @ Rs. 500/- Per Man-day will be deducted from contractor's monthly payments.
- b. In case of unsatisfactory performance witnessed by the DOT/Authority the penalty @ Rs. 2000/- Per Instance will be deducted from contractor's monthly payments.
- c. The monthly wages of the labourers should be paid on 5th day of every month and Failure in doing so will expose the contractor to a penalty of Rs.1000/- per Man per day for every day of the delay.
- d. All penalties can be imposed simultaneously.
- e. In the event of failure to carry out specified work or non-disbursement of wages to the workers at the prevailing/prescribed daily wage rate in accordance with the stipulated terms and conditions or any infringement of the agreed terms and conditions of the contract, the DOT/Authority reserves the right to forfeit the Security Deposit of the contractor and levy such penal charges as deemed fit.

10. **Termination of Contract:** The DOT/Authority shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) If provision of services is delayed for more than 15 days from scheduled time.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) Non-payment of minimum wages as promulgated by the UT Administration of Daman & Diu and Government of India, on the date of entering into this Agreement to labourers by the selected bidder.
- (d) The DOT/Authority has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) The seller has breached any of the terms and conditions of RFP.
- (f) If the selected agency is found not executing the work allotted in a satisfactory manner may be terminated after been given 3 notices/opportunities of being heard by the DOT/Authority.

(g) As per decision of the Arbitration Tribunal.

11. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
12. **Transfer and Sub-letting**: The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
13. **Amendments**: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Part IV- Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the DOT/Authority. Failure to do so may result in rejection of Bid submitted by the Bidder

1. **Performance Guarantee:**

Indigenous cases : The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Nationalized/ Scheduled Bank for a sum equal to 5% of the contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 90 days beyond the date of Contract. The specimen of PBG will be as provided in the RFP Document.

2. **Payment Terms for Indigenous Sellers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through Electronic Fund Transfer mechanism instead of payment through cheques, wherever feasible. The payment will be made every month on production of the requisite documents.

3. **Advance Payments:** No advance payment(s) will be made.

5. **Paying Authority:**

a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill
- ii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation powers.
- iii. Attendance Sheets in duplicate.
- iv. Performance Bank guarantee where applicable.
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

- vi. Any other document / certificate that may be provided for in the Supply Order / Contract.
- vii. User Acceptance.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP).

Part V- Evaluation Criteria & Price Bid issue

1. **Evaluation Criteria-** The broad guidelines for evaluation of Bids will be as follows:
 - A. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - B. A committee shall be formed to evaluate the bids headed by the Deputy Director (Tourism) and comprising of Joint Secretary finance- Daman & Diu, and Information Assistant-Daman of the Department of Tourism, UT Administration of Daman & Diu.
 - C. The technical Bids forwarded by the Bidders will be evaluated by the DOT/Authority with reference to the technical characteristics mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - D. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.
 - E. The Bidders are required to spell out the rates of Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.
 - F. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format :**

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

A. Please note that the price bid needs to be uploaded online only. No price bid should be submitted in hard copy to the office of Deputy Director Tourism, Daman.

B. Basic cost of the item/items:

CostDetails

Sl	Description	Rate Per staff per month (in Rs)	No. of staff required	Salary payable for 1 Year
(a)	Rate for Hiring of 01 Casual labourer per day(Should not be less than Rs.294/- per day)		31	
(b)	Rate for Hiring of 01 Supervisor		01	
(c)	Total Amount of hiring 32 Staff for 1 Year			
(d)	Service Tax/any other Tax on as applicable during the period of hiring.			
(e)	Grand Total amount of hiring 32 staff (Casual workers + Supervisor) inclusive of all taxes for 1 year			

Other important Points:

- The amount of Service Tax and any other tax as applicable during the period of hiring, shall be quoted as per Govt. prescribed rates and details of the same shall be indicated. Payment of Service Tax will be made in arrears on production of documentary proof of having deposited the same with the concerned authorities.
- Any changes in service tax or in any other applicable taxes by the government of India/ UT Administration of Daman & Diu during the period of hiring may be considered by the Authority during payments to the selected agency.

- c. **The quoted Rate Per staff per month should not be less than minimum wages as promulgated by the UT Administration of Daman & Diu and Government of India which is Rs. 9114/- for casual labourers and Rs. 15000/- for Supervisors per month as on date.**
- d. Any changes in the minimum wages by the UT Administration of Daman & Diu and Government of India must be strictly adhered to by the selected agency.

Signature of Tenderer_____

Name in Block letters_____

Capacity in which signed _____

Stamp of the Firm Date _____

Bank Guarantee for Performance Security

To
Deputy Director Tourism
Department of Tourism
UT Administration of Daman & Diu
Paryatan Bhawan,
Nani Daman –396 210
Daman

In consideration of _____ acting on behalf of the Department Of Tourism, Daman, U.T. Administration of Daman and Diu (DOT) which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. _____, having its office at _____ (hereinafter referred as the “Agency for Outsourcing of Casual Labourers” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the [DOT]’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the “Agreement”) Agency for Outsourcing of Casual Labourers having agreed to furnish a Bank Guarantee amounting to Rs. _____/-(Rupees _____ Lacs Only) to the [DOT] for performance of the said Agreement.

1.We, _____ (hereinafter referred to as the “Bank”) at the request of the Agency for Outsourcing of Casual Labourers do hereby undertake to pay to the [DOT] an amount not exceeding Rs. _____/-(Rupees _____ Lacs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the [DOT] by reason of any breach by the said Agency for Outsourcing of Casual Labourers of any of the terms or conditions contained in the said Agreement.

2.We, _____(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the [DOT] stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the [DOT] by reason of breach by the said Agency for Outsourcing of Casual Labourers of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable

by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____/-(Rupees _____Lacs Only).

3. We, _____ (indicate the name of Bank) undertake to pay to the [DOT] any money so demanded notwithstanding any dispute or disputes raised by the Agency for Outsourcing of Casual Labourers in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency for Outsourcing of Casual Labourers shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the [DOT] under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the [DOT] certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency for Outsourcing of Casual Labourers and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of Bank) further agree with the [DOT] that the [DOT] shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency for Outsourcing of Casual Labourers from time to time or to postpone for any time or from time to time any of the powers exercisable by the [DOT] against the said Agency for Outsourcing of Casual Labourers and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for Outsourcing of Casual Labourers or for any forbearance, act or omission on the part of the [DOT] or any indulgence by the [DOT] to the said Agency for Outsourcing of Casual Labourers or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency for Outsourcing of Casual Labourers (s).

7. We, _____(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the [DOT] in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____/(Rupees _____Lacs) only. The Bank shall be liable to pay the said amount or any part thereof only if the [DOT] serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [_____(indicate date falling 180 days after the date of this Guarantee)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.