# KENDRIYA VIDYALAYA MATHURA CANTT





# TENDER DOCUMENT FOR MANPOWER SERVICE

# **PROVIDER**

KENDRIYA VIDYALAYA MATHURA CANTT

NEAR GOLF GROUND, MATHURA CANTT, MATHURA (UP)-281001

TEL-0565-2471583, 2471685 WEBSITE: https://mathuracantt.kvs.ac.in

Note: 1) Cost of form Rs. 300/- to be deposited at the time of submission of tender form.

2) Every Page and Document must be signed by the Proprietor of the firm.

# SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

A.Scope of work: The following manpower is required on monthly basis which may increase/decrease in any/all the categories as per need of Kendriya Vidyalaya Mathura Cantt, Near Golf Ground Mathura Cantt Mathura (U.P) 281001.

#### Man power required:-

S. No.	Category of Manpower	Minimum qualifications or/and experience	Number of workers required	In the following way/timing
1.	Security Guards (Without Arms) Male	10 <sup>th</sup> PASS	06	24'Hours Clock-wise duty (8 hours Shift)
2.	Workers for Cleanliness (Unskilled) Male/Female	Primary Class Standard	06	8 hours/ As per Vidyalaya requirements
3.	Gardener (Semi Skilled)	Middle Class Standard	02	8 hours/ As per Vidyalaya requirements
4.	Sub-Staff (Unskilled)	Primary Class Standard	01	8 hours/ As per Vidyalaya requirements
5.	Electrician (Semi Skilled)	10 <sup>th</sup> PASS and experience of electrician	As per requirement	8 hours/ As per Vidyalaya requirements
6.	Plumber (Semi Skilled)	10 <sup>th</sup> PASS and experience of Plumber work	As per requirement	8 hours/ As per Vidyalaya requirements
7.	Carpenter (Semi Skilled)	10 <sup>th</sup> PASS and experience of carpenter work	As per requirement	8 hours/ As per Vidyalaya requirements

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

C N-	C-1	
S. No.	Category of Manpower	Responsibilities ************************************
1.	Security Guards	To provide the security in the premises KV wherever he is deputed and to look after overall security in the Kendriya Vidyalaya MATHURA CANTT. (U.P.)
2.	Workers for cleanliness	To clean the all KV building, Office, Class rooms, Corridors, toilets, garden & main road inside of Vidyalaya wherever he/she is deputed and any other work assigned by the Vidyalaya for cleaning/dusting etc.
3.	Worker for Garden maintain	To maintain & clean the garden & all tree surrounding boundaries wall and any other work assigned by Vidyalaya.
4.	Sub-staff	To clean, dusting of Library room and any other work assigned by principal.
5.	Electrician (Semi Skilled)	To maintain the electricity of the Vidyalaya and any other work assigned by Principal.
6.	Plumber (Semi Skilled)	To maintain the plumber work of the Vidyalaya and any other work assigned by Principal.
7.	Carpenter (Semi Skilled)	To maintain the furniture of the Vidyalaya and any other work assigned by Principal.

- 1. The contract for providing the aforesaid manpower is for a period of One year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The KV Mathura however, reserves right to terminate this initial contract at any time after giving one week's notice without assigning any reason to the selected Service Provider.
- 2. The enclosed quotation is invited under two bid system i.e Technical Bid and Financial Bid. The interested Service Provider are advised to submit in both format i.e "Technical Bid for Providing Manpower Services to KV Mathura Cantt and "Financial Bid for Providing Manpower Services to KV Mathura Cantt".
- 3. The Earnest Money Deposit (EMD) of Rs.5000/- for each services, refundable (without interest), should be in the shape of Demand Draft/pay order drawn in favour of "PRINCIPAL, VIDYALAYA VIKAS NIDHI" and payable at Mathura Cantt. Technical Bid failing which the tender application shall be rejected summarily.
- 4. The successful tenderer will have to deposit a Performance Security Deposit of an amount of 10% of total amount valid for twelve months from the date of award of the contract in the form of Bank Guarantee/DD in favour of "PRINCIPAL, VIDYALAYA VIKAS NIDHI" and payable at Mathura Cantt, covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee shall be

accordingly renewed by the tenderer.

- 5. The tendering service Providers are required to enclose photocopies of the following documents (duly self attested) ALONG WITH THE Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
  - (a) Copy of the Service Tax Registration certificate of the Service Provider Issued by the competent authority.
  - (b) Copy of PAN/GIR/GST card;
  - (c) Copy of license of PSARA as per Private Security Agencies (Regulation) Act, 2005.
  - (d) Copies of EPF and ESIC certificates.
  - (e) Copy of the Labour License / Registration under the Contract Labour (Regulation & Control) Act, 1970
  - (f) Certified extracts of the Bank Account containing transactions during last three consecutive years.
  - (g) At least one year experience certificate of providing manpower services to any Government Department / PSUs etc.
  - (h) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.
  - (i) Copy of experience certificate / work contract, for selection of successful tenderer in case of rates are tie-up within firms.
- 6. Any conditional bids shall not be considered and liable to be out rightly rejected.
- 7. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the same person who is authorized to sign the tender bids.
- 8. The technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender.
- 9. The Financial Bid of only those tenderers will be considered whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (Ll) in the financial bid would be considered. In case the lowest bidder (Ll) is disqualified after selection for any reason then the negotiation will be made with second lowest L2) bidder to work as L-1 rate.

- 10. The Principal of the KV Mathura Cantt reserves the right to annul all bids without assigning any reason.
- 11. The quoted rates shall not be less than the minimum wage fixed/notified by the Govt. of India /State Govt. of UP and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government /KVS shall not be liable to pay any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces the proof of up to date payment of EPF & ESI contribution.
- 12. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open its branch office within two months of the signing the agreement and submit the proof of same mentioning the vital information and copy of documents duly certified by the bidder.
- 13. All documents submitted shall be consecutively numbered having · signature of the authorized signatory on each page and total number · of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is not signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.
- 14. The KV Mathura Cantt reserves- the right to call for any document in original including the bank account to verify the veracity of the documents. Viginalla Vigi

# TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following specifications:

- 1. The Bidder may be a Proprietary firm, Partnership firm, Limited Company, corporate body legally constituted.
- 2. There should be no case pending with the police against the proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
- 3. The Service Provider should be duly registered with the Service Tax Authorities and having valid labour Registriation license under Contract Labour (Regulation & Control) Act, 1970.
- 4. The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- 5. The Service Provider should have its own Bank Account.
- 6. The registered office or one of the branch offices of the Service Provider should be located within the iurisdiction of

the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department/office within two months of the signing the agreement.



- **B.** Work will have to be got done in the following way:
  - i) Sweeping of entire area of the building and surroundings of building and collection of all waste material and disposal of the same as per instructions of the KV.
  - cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the office and thereafter every 2 hours especially in the areas like corridors, stairs and reception etc. Spraying of flit/anti-termite treatment & rodent control etc. are to be made daily and whenever necessary, for keeping the rooms/sections free from mosquitoes, flies termite/pests/rats etc.
  - iii) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the principal.
  - iv) Sweeping and cleaning of open areas, roads, passage, lawns, auditoriums/meeting halls/canteen etc. within the boundary of the Vidyalaya's wall surroundings to this building.
  - v) Regular dusting/cleaning of office/Class room furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors, windows and carpets and durries etc. including removal of cobwebs every day before opening of the office i.e. 6.30 a.m.
  - vi) Provisions of soap and liquid soap of good quality in the toilets and placing sufficient quantity of naphthalene balls/cakes and Odonil cakes in the urinals. The Contracting Agency will ensure that the toiletries mentioned above are always available near each washbasin in the building.
  - vii) List of items/cleaning material required is attached vide Annexure-B.
  - viii) The choking of the sanitary installations e.g. w.c's Traps, Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
  - ix) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.
  - x) In case of shortage of water or non-availability of water, bringing water from outside for cleaning.

## ITEMS OF WORK TO BE DONE ONCE IN A WEEK

i) Washing and Scrubbing of floor areas with detergents and dirt removing agent.

ii) Acid cleaning of sanitary wares, without damaging their shines.

- iii) Removing stains from floors, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- iv) Cleaning of filled surfaces in the corridors and staircases.
- v) Cleaning of water storage tanks, water coolers, desert coolers.
- vi) Polishing of name plates and number plates with brass (on each floor) and cleaning of all other name plates/Boards.
- v) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.
- C. Requirement from the Staff of the Agency: their Duties; Behavior etc.

- (1) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- (2) The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises & use of radio/mobile is prohibited.
- (3) The contractor's workers shall be polite, courteous, well behaved and honest.
- (4) The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- (5) The antecedents of all the workers will be got verified from police by the agency before deployment for work.
- (6) The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
- (7) The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit/Bills in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor's workers.
- (8) The Contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central rate/State Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the central/State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.
- (9) Insurance and accident risks of the workers will be the responsibility of the Contractor,
- (10) All the workers of the Contractor shall be free from infectious diseases.
- (11) The Contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
- (12) The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the KendriyaVidyalaya in writing.
- (13) The Contractor shall employ required number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- (14) The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya If his presence at any time is felt undesirable.
- (15) Material for cleanliness to be used as per attached Annexure -B. The cost of material, however, will be charged extra by the Contracting Agency by showing rate of the same in attached Annexure -A:-

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## D. General Condition:

(1) <u>Agreement</u>: For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the Contractor.

(2) Terms of Payment: The Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the observation monitoring committee of the Vidyalaya that the work has been done satisfactorily". In case of the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

(3) Room Facility: The Kendriya Vidyalaya shall provide a small room/space if available for the supervisor and storage of material etc. to the contractor free of cost during the period of contract. No name plate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

(4) Quotation /Application of previous agencies could be accepted or rejected subject to the previous service record/experience and service quality of the agency.

(5) Service charge quoted by agencies should be genuine and considerable on practical basis otherwise Chairman/selection committee will have full authority/power that tender could be awarded to that agency those quoted higher service charge but genuine and considerable but subject to the previous service record/experience and service quality of the agency.

(6) As per norms of Central Govt. priority will be given to those agency provided Employees' State Insurance (ESI) related charge in the maximum benefit of their worker/labour regarding compulsory health service to their employee.

(8) Police verification must be provided compulsorily by the agency before engaging the staff after service awarded to respective agency.

(7) The decision of selection committee will be accepted and final in any dispute/discrepancy related to selection of agency.

# E. Notice of Termination of Contract

The contract can be terminated without assigning any reasons by giving one month notice in writing by either side.

# F. Stock and Supplies

The contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyl, detergent, Odonil, naphthalene balls etc, so as to meet normal requirement. The contractor shall not be permitted to stop supplying any items for any reason.

# G. <u>Supervision</u>

The contractor shall authorize a person to supervise the cleaning and maintenance service daily that will daily report to the designated

officer or any other officer of the Kendriya Vidyataya so authorised as and when he is required to do so by the Kendriya Vidyalaya.

# H. Rates

Rates must be fixed on per monthly/weekly basis or the whole unit (covered area, open area. surroundings, stalls, lobbies, corridors, toilets etc.) and for all items of work including cost of material. At a times when work is taken for a period, less than a week because of closure of the school etc. rates would be calculated for a day and payment made accordingly.

## I. <u>Arbitration</u>

In case of any dispute between the Contractor and the Kendriya Vidyalaya are arising to cut off or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940.

## J. Jurisdiction

The courts at the station will have jurisdiction over all legal disputes under this agreement.

## K. Quoted Price:

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached (Annexure A to D).
- (b) The service tax and any other such tax shall not be quoted by the bidder as per KVS and govt. rules.
- (c) Hourly rate of OTA should not exceed monthly remuneration/26x8
- (d) Reliever for security guard provided by agency for 5-6 days to compensate working hours in every month.
- (e) The rate quoted shall be revised for the duration of the contract and shall be subject to as and when rate will be revised by central govt. or state government, if amended.
- (f) No correction or overwriting is allowed in the bid documents.
- (g) The Bidder shall deposit Rs 5000/- for each service in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of Vidyalaya Vikas Nidhi A/C KENDRIYA VIDYLAYA MATHURA CANTT, payable at UNION BANK OF INDIA, MATHURA CANTT as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (h) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of Rs. 10% of total amount valid for twelve months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (i) Telex or Facsimile Bids are not acceptable.
  - (j) Each Bidder must submit only one Bid.

## L. Validity of Bid:

The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

#### M. Terms and Conditions:

- (a) The remuneration shall be paid by the contracting agency to their employees provided in Kendriya Vidyalaya Mathura Cantt through ONLINE/RTGS/NEFT directly in their bank A/Cs under intimation to this office.
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the Kendriya Vidyalaya Mathura Cantt. (U.P.), office/premises as per the monthly remuneration quoted without any deduction through cheque or RTGS in their respective bank account.
- (c) The Contracting Agency will submit the invoice/bill alongwith proof of disbursement in triplicate after making the payment to the employees provided to the Kendriya Vidyalaya Mathura Cantt. (U.P.), office/premises supported with the following documents:-
  - Details of disbursement made to the staff furnishing the list of RTGS/NEFT/Online details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.

- (d) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (f) The normal office hours of KV Mathura Cantt. (U.P.), is from 7.30 a.m. to 3.30 p.m. six days from Monday to Saturday. However, KVS reserves the right to request the services on Saturday/Holiday/beyond office hours. The Contracting agency will be compensated by the indenting Agency as per the rate quoted for OTA for working on Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

Total Monthly Remuneration = Monthly remuneration  $-A_1$ Where  $A_1 = \frac{Monthly\ remuneration}{Nos.\ of\ days\ in\ the\ month}$ 

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four biodata shall be made available against each slot in each category. The candidate may be invited for personal discussion also No Conveyance or any other charges will be paid by Kendriya Vidyalaya Mathura Cantt. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the Principal Kendriya Vidyalaya Mathura Cantt. (U.P.), as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (j) In case of any loss, theft / sabotage caused by/attributable to the personnel deployed, the KV reserves the right to claim and recover

(k) The antecedents of all the workers will be got verified from the police by

the Contracting Agency before deployment for work.

The Contracting Agency will deploy the trained and sufficient SC/ST workers (l) as per govt. rules who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aid or any other infectious disease before deployment for work.

The Contracting Agency shall provide to their personnel deployed for (m) Security & cleanliness with impressive summer uniform as well as winter

uniform with insignia.

#### N. Evaluation of Bid:

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- The bid will be treated as non-responsive if following documents are not (i) attached:-
  - Brief profile of the company and evidence to establish that the (a) bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.

Audited Balance Sheet & Profit and Loss Account. (b)

List of clientele during last 3 years along with cost of assignment. (c)

PAN No. and Current IT clearance certificate. (d)

Attested copy of proof of EPF registration. (e)

Attested copy of proof of ESI registration. (f)

Attested copy of proof of Service Tax Registration. (g)

- The Bidder shall deposit Rs. 5000/- for each service in the form of (h) Bank Guarantee valid for 135 days after the date of submission of bids or DD/Pay Order drawn in favour of Principal, Kendriya Vidyalaya Vikas Nidhi. (U.P.) payable at Union Bank of India, Mathura Cantt as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- Remuneration of staff, quoted below minimum wages applicable for Un-(ii) skilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff, in the Govt. of U.P./Central govt. shall render the Bid disqualified for evaluation.

12. The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

#### Ο. Award of Contract:

The Indenter will award the contract to the bidder whose Bid has been (a) determined to be substantially responsive and who has offered the lowest price as per para 7/E.

The Indenter reserves the right at the time of award of contract to increase (b) or decrease the requirement of manpower indicated in para 2 above.

The indenter prior to the expiration of the Bid validity period will notify the (c) bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

Notwithstanding the above, the Indenter reserves the right to accept or (d) reject all Bids and to cancel the biding process and reject all Bids at any

time ariar to the award of the contract

(e) Rates may be quoted exactly as per percentage of EPF, ESI etc.

#### P. Last date and time of receipt of Bids

You are requested to submit the Sealed Bids superscribed on the envelope as "Bids for providing Services for Security & cleaning/sweeping in Kendriya Vidyalaya Mathura Cantt." on service charge basis due on 31 August 2020 (Monday) LATEST BY 2.00 PM.

NOTE:- WAGES FOR SKILLED, SEMISKILLED, UNSKILLED AND FOR OTHER REQUIRED SERVICES SHOULD BE QUOTED ACCORDING TO THE WAGES APROVED BY STATE GOVERNMENT AND CENTRAL GOVERNMENT SEPEARATELY.

2 THE BIDS WILL BE OPENED ON 31/08/2020 AT 03:00 P.M. IN THE VIDYALAYA.

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the Kendriya Vidyalaya MATHURA CANTT. (U.P.).



#### TERMS & CONDITIONS ·



#### **GENERAL**

- 1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- 2. The effectiveness of the agreement commences w.e. f the date when the total ;manpower required is provided.
- 3. The Agreement shall be for a period of ONE year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
- 4. The Agreement may be extended, on the same terms and conditions or with some additions *I* deletions *I* modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
- 5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Competent authority of KVS.
- 6.The Service Provider will be bound by the details furnished by it to the Competent authority of KV MATHURA CANTT while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 7. The Competent authority of VIDYALAYA reserves the right to accept or reject any or all bids without assigning any reasons thereof and also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the Officer in charge of the check gate and shall be answerable to the concerned.
- 9 The entire financial liability in respect of manpower services deployed in the Vidyalaya concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Vidyalaya.
- 10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the KVS.
- 11. The Service Provider shall be solely responsible for the redressal of grievances

way, be responsible for settlement of such issues whatsoever.

12. The Vidyalay shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

- 13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular I confirmed employees during the currency or after expiry of the Agreement.
- 14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
- 16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
  - 17. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable .alternative arrangement to make up for such absence .To meet such eventualities, the agency shall .make provision for leave reserve and provide the same under intimation to the concerned authority.

a. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.

b. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good..will and enhance the image of the KVS. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

#### LEGAL

18. The persons deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition liable shall make the Service Provider as well as well as the person deployed liable for penal action under the applicable laws besides! Action for breach of contract.

- 19. 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 the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Vidyalaya.
- 20. 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 KVS.
- 21. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the KVS or any other authority under Law.
- 22. The Tax deduction at Source (T.D.S.) shat! 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 KvS.
- 22 In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Vidyalaya is put to any loss *I* obligation, monetary or otherwise, the Vidyalaya 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.
- 23 The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the Vidyalaya provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the Vidyalaya
- 24 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 Vidyalaya 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 to the Department or Office concerned of Vidyalaya by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- 25 The decision of Principal KV Mathura Cantt in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

#### **FINANCIAL**

- 26 The Technical Bid should be accompanied with an Earnest Money Deposit refundable without interest, in the form of Demand Draft I Pay Order drawn in favour of the KV Mathura Cantt, failing which the tender shall be rejected out rightly.
- 27 The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) I Financial Bid (Second competitive stage)

the Service Provider fails to deploy the required manpower against the initial requirement within 15days from date of\_ placing the order, the EMO shall stand forfeited without giving any further notice..

28 In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.

29 The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the concerned Officer in the first week of the succeeding month. The officer of the concerned Range shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Vidyalaya shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the Vidyalaya for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.

- a. The Vidyalaya reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- b. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

32 The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any non-compliance shall be deemed as breach of the Contract/Agreement.

## Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:-

Address: Phone No (0):

Date:

# DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER BEFORE DEPLOYMENT OF MANPOWER

- 1. List of Manpower shortlisted by service provider for deployment in KV Mathura Cantt, containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the security service provider etc.
- 2. Bio-data of all persons.
- 3. Police verification of each and every deployed staff.
- 4. Any other document considered relevant.



#### APPLICATION - TECHNICAL.BID

(For. Providing Manpower Services to KV Mathura Cantt)

1.	Name of Tendering Service Provider:	*(***)**
2.	Status( Proprietor / Partner/	30 Se Cant
	Director): ———————	the table of the state of the s
3.	Details of Earnest Money Deposit: DD NoDate	
	of Rsdrawn on Bank	
4.	Full Address of Registered: Office	
	Telephone No.	
	E-Mail Address	
	5. Fulladdress of Operating ———————	— Branch Office :
	Telephone No.:  FAX No.  E-Mail Address	
5.	Name & telephone no. of Authorized officer/person to liaise with Field Office(s)	<del></del>
6. Bank	er.of the Ser-Vice Provider:	
	certified copy of statement of the last 3 consecutive years)	

Telephone Number of Banker: ·

	8.	PAN / GIR No.
		{Attach attested copy)
	9.	Service Tax Registration No.:
	10.	E.P.F. Registration No
	11.	E.S.I. Registration No.  {Attach attested copy)
		Labour License/Registration under The Contract Labour {Regulation & Control) Act, 1970 Financial turnover of the tendering Service Provider for the last 3 consecutive financial years.
Financ	cial Y	ear Amount (Rs. In lakhs) Remarks, if any
2017-18		
2018-19		
2019-20		
	14.	Additional information, if any:  (Attach separate sheet if space provided is insufficient)
5. Give d	etails	of minimum 3 such contracts/housekeeping/outsourcing {both work)

15. Give details of minimum 3 such contracts/housekeeping/outsourcing {both work} in Headquarters, Autonomous body, Central/State Govt. handled by the tendering Service Provider during the last five consecutive years in the following format {if the space provided is insufficient, a separate sheet may be attached):

S.N o	Name of Client, address, Telephone No.	Manpower servi	ces provided	Amount of contract (Rs in lakhs)	The state of the s	Duration of contract	
		Type of manpower service	No of Labour engaged		From	То	
	Y					-	
	φ						
			, i				

16.	Longest/Oldest experience Certificate/Work contract of KVS for in case of rates
	are tie-up within two or more firms (Self attested copy):-

#### **DECLARATION**

I, \_\_\_\_\_Son I
 Daughter I Wife of Shri....... Proprietor/
 Director/ Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

- I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3. The information *I* documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I *I* we, am *I* are well aware of the fact that furnishing of any false information *I* fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: Place:

Signature of authorized person Name:

Seal:

ANNEXURE-"A"

#### FORMAT OF BID FOR WATCH & WARD (SECURITY)

(All figures in Rs.)

S. No.	Category of Manpower	Number	Unit monthly remuneration		EPF Rate	ESI Rate	Service Charges	Monthly Unit Rate (Col.4+5+6 +7)	Total monthly Cost {Col. 2*8}
1	2	3	4	4		6	7	8	9
01	06, Security Guards Male (Without Arms-C Area)	01	As per central government wages / State government wages whichever is higher	,					•

NOTE: 1. Service Tax shall not be paid by vidyalaya.

- 2.In case of discrepancy between unit price and total price, the unit price shall prevail.
- 3.In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.
- 4. In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

We ag	ree to prov	ide the above	e service of	manpower	and t	o abide b	y the ter	ms &
conditi	ons containe	ed in the Bid o	locument ar	nd also agree	to en	ter into th	e agreeme	ent in
the	format	enclosed.	Bid	Security	of	Rs		
(Rupee	·s				) is	furnished	herewith	vide
Bank	Draft	No		_ da	ited		(	drawn
on			_					
		0				(Bidder)		
					Sig	nature:		
					Na	me.		

ANNEXURE 'B'

#### FORMAT OF BID FOR CLEANLINESS / SWEEPING

(All figures in Rs.)

S. N o.	Category of Manpower	Num ber	Unit remuneration	monthly	EPF Rate	ESI Rate	Service Charges	Monthly Unit Rate (Col.4+5 +6+7+8)	Total monthly cost {Col. 2*8}
1	2 .	3	4		5	6	8	9	10
01	06 Workers for Cleanliness Male or Female (Unskilled-C area)	01	As per central government wages / State government wages whichever is higher						ger C

NOTE: 1. Service Tax shall not be paid by vidyalaya.

2.In case of discrepancy between unit price and total price, the unit price shall prevail.

3.In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.

4. In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

					ng material and to abide lenter into the agreement	
	Bid Security				34	) is
	herewith		Bank	No	dated	drawn
on						
					(Bidder)	
				9	Signature:	
		Fig.		Nam	ne.	

ANNEXURE-'C'

#### FORMAT OF BID FOR GARDENING/MALI

(All figures in Rs.)

		·	<u> </u>					l figures in	Name and American	
S. No.	Category of Manpower	Number	Unit r remuneration	monthly	EPF Rate	ESI Rate	Service Charges	Monthly Unit Rate	Total monthly cost	
	Maripower		a.					(Col.4+ 5+6+7+8 )	{Col. 2*8}	
1	2	3	4		5	6	7	8	9	
S)	02, Gardeners SEMISKILE	01 SKILLED	As per central government wages / State government wages whichever is higher	¥	ý					
01	(Agricultur e Semiskille d-C area)	01 SEMI SKILLED	As per central government wages / State government wages whichever is higher		Ü					
		01 UNSKILL ED	As per central government wages / State government wages whichever is higher							12

NOTE: 1. Service Tax shall not be paid by vidyalaya.

2. In case of discrepancy between unit price and total price, the unit price shall prevail.

3.In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.

4. In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

We agree	to provide th	e above	service	of manp	ower includin	g material and to abide	by the terms 8
conditions	contained in	the Bio	d docume	ent and a	also agree to	enter into the agreemer	nt in the forma
enclosed.			(Rupees		) i		
furnished	herewith	vide	Bank	Draft	No	dated	drawr
on							

(Bidder)	
Signature:	



#### FORMAT OF BID FOR SUB-STAFF

(All figures in Rs.)

S. No	Category of Manpower	Num ber			EPF Rate	ESI Rate	Service Charges	Monthly Unit Rate (Col.4+ 5+6+7+ 8)	Total monthly cost {Col. 2*8}
1	2	3			5	6	7	8	9
01	01, SUB-STAFF (Cleaning work in Library- unskilled- C area) Male/Female	01	As per central governme nt wages / State governme nt wages whicheve r is higher						

MI	1	$\overline{}$	г	
IVI			_	

1. Service Tax shall not be paid by vidyalaya.

2. In case of discrepancy between unit price and total price, the unit price shall prevail.

3. In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.

4. In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

conditions	to provide the contained in Bid Security	the Bio	d docum	ent and	also agree to	enter into the	d to abide by the agreement in th	terms & eterms & eter
furnished	herewith	vide	Bank	Draft	No		ed	drawn
					1 S	(Bidder) Signature:		
					Nan	ne:		

# ANNEXURE-'E'

#### FORMAT OF BID FOR ELECTRICIAN

(All figures in Rs.)

S. No	Category of Manpower	Num ber	Unit monthly remuneration	EPF Rate	ESI Rate	Service Charges	Monthly Unit Rate (Col.4+ 5+6+7+ 8)	Total monthly cost {Col. 2*8}
1	2	3	4	5	6	7	8	9
01	01, ELECTRICIAN	01	As per central governme nt wages / State governme nt wages whicheve r is higher					

N	$\cap$	re.
13		L .

- 1. Service Tax shall not be paid by vidyalaya.
- 2. In case of discrepancy between unit price and total price, the unit price shall prevail.
- 3. In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.
- In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

	and _ account of an underlined		The state of the s		g material and to abide lenter into the agreement			
				7/				
	herewith			No		drawn		
on		 						
				Si	gnature:			
				Name:				

P.)

ANNEXURE-E

#### FORMAT OF BID FOR PLUMBER

(All figures in Rs.)

S.	Category of	Num	Unit monthly		ESI	Service	Monthly	Total
No	Manpower	ber	remuneration	Rate	Rate	Charges	Unit Rate (Col.4+ 5+6+7+ 8)	monthly cos <sup>-</sup> {Col. 2*8}
1	2	3	4	5	6	7	8	9
01	01, PLUMBER	01	As per central governme nt wages / State governme nt wages whicheve r is higher					

м	$\cap$		
IV	U	ΙГ	

- 1. Service Tax shall not be paid by vidyalaya.
- 2. In case of discrepancy between unit price and total price, the unit price shall prevail.
- 3. In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.
- 4. In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

conditions	contained in	the Bio	d docum	ent and	also agree to e	g material and to abide enter into the agreemen	t in the format
	herewith			Draft	No		drawn
					Si	(Bidder) gnature:	
					Name	:	

ANNEXURE-GOLD

#### FORMAT OF BID FOR CARPENTER

(All figures in Rs.)

S.	Category of	Num	Unit monthly	EPF	ESI	Service	Monthly	Total
No		ber	remuneration	Rate	Rate	Charges	Unit	monthly cost
•	Manpower						Rate (Col.4+	{Col. 2*8}
							5+6+7+	-
							8)	
1	2	3	4	5	6	7	8	9
01	01, CARPENTER	01	As per central governme nt wages / State governme nt wages whicheve r is higher			et e		•

#### NOTE:

- 1. Service Tax shall not be paid by vidyalaya.
- 2. In case of discrepancy between unit price and total price, the unit price shall prevail.
- 3. In case of discrepancy between the wage rate of Central and State Govt., the higher wage rate will be consider for the above said purpose.
- In case the wage/epf/esi rates and service charges quoted by firms are same than the contract will be awarded on the basis of the longest registered/established firm under the supply of manpower.

conditions	contained in	the Bio	d docum	ent and	also agree to	g material and to abide lenter into the agreement	in the format
furnished	herewith	vide	Bank	Draft	No	dated	drawn
on							
						(Bidder)	
					Si	gnature:	
					Name	e:	