

**TENDER DOCUMENT
FOR MANPOWER SERVICE PROVIDER
OFFICE OF THE PRINCIPAL
KENDRIYA VIDYALAYA KV1UDAIPUR 313001**

**WEB SITE:-www.kv1udaipur.kvs.ac.in
Ph. No:- 0294-2491400
Tender Document**

Date: 21/02/2020

1. PREFACE:

Tender are invited for award to contract for providing services of unskilled workers for conservancy services, Gardening& Security Personnel (Without Arms).

Sealed tenders for award to contract for providing services of unskilled workers for conservancy services, Gardening& Security Personnel (Without Arms) are invited under **two bid systems** from reputed service provider for a period of One year i.e. the date of effectiveness of the agreement on contract basis for their engagement in KV 1 UDAIPUR.

The detailed information for outsourcing the service of aforesaid posts have been given in the Tender Document which may be downloaded from the website <https://no1udaipur.kvs.ac.in> The EMD of Rs 5000/- (Rupees Five Thousand only) should be paid by Demand Draft in favour of the Kendriya Vidyalaya1 UDAIPUR VVN A/C payable at Udaipur along with the technical bid. Tenders without Earnest Money are liable to be rejected.

Tender Schedule

1. SCHEDULE FOR INVITATION FOR BIDS : 20.02.2020 to 16.03.2020

2. Last date of receipt of Tender : 16-03-2020, 2.30 PM

3. Date and time of opening of Tender (Technical Bid) : 25-03-2020, 10.30 A.M.

4. Date and time of opening of Financial Bid : 25-03-2020, 11.30 A.M.

5. Place -Bids will be opened at the office of KV No1 Udaipur.

6. TYPE OF BID: Two bid system (Technical along with Rs. 5000 EMD & Financial) i.e. Two cover system

SCOPE OF WORK AND

Scope of work: The following manpower is required on day to day basis which may increase/decrease in any/all the categories as per need of Vidyalaya.

1. On rotation basis for round the clock whole security of Vidyalaya premises including staff QTR.
2. Cleaning & Sweeping of Vidyalaya premises including staff QTR.

3. Gardening and beatification of Vidyalaya campus, Plantation and trimming of hedge.

S.No	Name of the Post	Number
1	Unskilled worker (Cleaning & Sweeping)	05 requirement
2	Unskilled worker (Gardening)	02
3	Security Guards (without Arms)	04 on rotation basis for round the clock security services

GENERAL INSTRUCTIONS FOR BIDDERS

1. The KV1 UDAIPUR requires the services of reputed, well established and financially Sound Manpower Service Provider having experience in providing services of semi-skilled, unskilled conservancy, Gardner & Security Personnel's (Without Arms).on contract basis for their engagement in KV 1 UDAIPUR.

2. 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 KV1 UDAIPUR however, reserves right to terminate this initial contract at any time after giving one month notice without assigning any reason to the selected Service Provider, or may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency.

3. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money in separate envelop Deposit (EMD) of Rs. 5000/- (Rupees Five ThousandOnly) and other requisite documents by 2.30PM on or before 16.03.2020 in the Office of KV 1 UDAIPUR.

4. E-mail/Fax bids will be summarily rejected. Late bid shall be out rightly rejected.

5. The Bids are invited under two bid systems i.e. **Technical Bid** and **Financial Bid**. The interested Service Provider is advised to submit two separate sealed envelopes super scribing "Technical Bid along with Draft Rs. 5000 EMD compiling all the relevant document as Annexure A" and "Financial Bid quote minimum wages as per central or state govt. whichever is high for each service as per Annexure B". Both bid should be in separate envelope and should be kept in a sealed envelope superscribing "Tender for Providing Manpower Services to KV1 UDAIPUR.

6. Last date of submission of bids are 16.03.2020 through speed post or registered post address to **Principal Kendriya Vidyalaya No1 Pratap Nagar Udaipur Raj.313001**. Every bidder shall submit the (Bid security) earnest money deposit equal of Rs.5,000/- in the form of Demand Draft only in the name of "KV1 Udaipur VVN Fund", payable at Udaipur. The EMD shall be submitted in closed envelope. The EMD of all the unsuccessful and L-2 onward bidders will be returned on approval of lowest one bidder (L-1) by KV No1 Udaipur within 60 days without interest.

7. The successful tenderer L1 will have to deposit a Performance Security money of 10% of total annual amount in the form of DD in of favour of “KV 1 UDAIPUR VVN A/C” payable at UDAIPUR. Recovering 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 security money shall be accordingly renewed by the tenderer.

8. TECHNICAL BID: ELIGIBILITY CONDITIONS:

(1) For security services it is mandatory for the contracting Agency to submit the attested copy of license obtained from the Home Department and Labour deppt. RAJASTHAN for running the business of private security agencies operating in the NCT of Rajasthan, failing which the bid will be treated as disqualified/ non responsive.

The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid:-

- (i) The Company/Firm/Agency shall have at least three years' experience in successfully providing skilled, semi-skilled and unskilled manpower to Government or Public Sector Companies/Banks etc.
- (ii) The Company/Firm/Agency shall have financial turnover of at least Rs.10 lakhs per annum for each of the last three years.
- (iii) The manpower Company/Firm/Agency shall have been registered with the appropriate registration authority.
- (iv) Tenderer shall provide a self-attested copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.
- (v) The Head Office/ Branch Office of the manpower Company/Firm/Agency shall be located in Udaipur.
- (vi) The Company/Firm/Agency shall have been registered with the Income Tax and Service/GST Tax Department.
- (vii) The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

Note: Documentary evidence is required to establish the eligibility requirements for the conditions mentioned in TECHNICAL BID.

9. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

Security deposit cum Performance guarantee of Rs.2,00,000 (Rs. Two lakh only) on total bid amount of one year which shall be valid for one years, shall be submitted along with acceptance of work order in the form of bank draft only in the name of “kv1 Udaipur”, payable at Udaipur, having validity of one year. In case the contract is further extended, the performance security deposit will have to be accordingly renewed by the successful bidder otherwise security deposit cum Performance guarantee will be released by KV No1 Udaipur after the successful completion of the contract.

Performance guarantee can be forfeited (partly/ fully) in case if ESI, EPF compliance is not met depending upon the cause, 10% at first instance and in multiples of ten at every next instance.

10. EVALUATION CRITERIA:

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.

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.

- i) Total number of Bids received will be announced to bidders during Bid opening time.
- ii) Technical and financial Bid will be opened by Evaluation Committee in presence of bidders.
- iii) Technical Bid will be opened first.
The Financial Bid of only will be opened whose tenderer qualify in technical bids. 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 (L-1) in the financial bid would be considered. In case the lowest bidder (L-1) is disqualified after selection for any reason then the negotiation will be made with second lowest L-2) bidder to work as L-1 rate.
- iv) Price quoted in financial bid will be announced to bidders.
- v) Evaluation committee will evaluate the Technical and Financial Bid and submit their reports to the competent authority.
- vi) On the approval of Competent Authority, Lowest One (L-1) bidder name will be declared.
- vii) Any incomplete bids or giving false information shall not be considered and liable to be out rightly rejected. In such case EMD will be forfeited.

11. PERIOD OF CONTRACT / TERMINATION NOTICE

The contract shall be valid initially for a period of one years from the date of award of work order. This contract may be renewed for further period of one year on the same terms and conditions as mentioned in the tender document, provided the requirement of the office for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. Either party can terminate the contract at any time by giving one month prior notice in writing either.

12. RIGHT TO ACCEPT OR REJECT TENDER

- i) The right of acceptance of tender will rest with Principal KV1 Udaipur.
- ii) Principal KV1 Udaipur reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected and EMD will be forfeited.

13. BIDDER TO GET INFORMED HIMSELF FULLY:

The authorized signatory of tender document will be deemed to have carefully read and understood the tender documents along-with the terms and conditions and thereafter he has filed the tender document for bid process.

14. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

- i) The contracting agency shall ensure that the individual skilled, semi-skilled and unskilled manpower deployed in O/o KV1 Udaipur confirm to the technical specifications of age, educational and skill qualification prescribed in the tender document.
- ii) The contracting company shall provide Bio-data of each person deployed by him in format prescribed by this office.
- iii) The contractor shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to this office.
- iv) The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual Skilled/ Semi-skilled/Unskilled manpower deployed by them in this office in the given time limit:
 - a) List of persons deployed.[monthly]
 - b) Bio-Data with antecedents details of the persons deployed- [at the time of deployment]
 - c) Birth proof of the candidates- [at the time of deployment]
 - d) Copy of Aadhaar Card of the candidates
 - e) Identity Cards issued by contractor bearing photograph - [within 8 days]
 - f) Identity proof and residential proof- [at the time of deployment].
 - g) Police verification of the deployed personnel.
- v) In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons,

including their removal from the site of work.

- vi) The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- vii) Four security guard deployed for 24 hours round o'clock, conservancy staffs & Gardner for 8 hours. In case, person deployed is absent on a particular day or comes late/leaves early, one-day wage shall be deducted.
- viii) All the issues related to contract, monthly payments etc shall be communicated and processed through the Facility Coordinator appointed by this office.
- ix) The contractor shall provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute working day will attract pre- agreed liquidated damages@ Rs.500/- per day on the service-providing agency.
- x) For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent Authority.
- xi) The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
- xii) This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- xiii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- xiv) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.
- xv) loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- xvi) The Contractor shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of contractors' employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement.
- xvii) Disputes & Differences: Any dispute arising out of this contract can be referred to an Arbitrator under jurisdiction Udaipur.

15. MODE OF PAYMENT

- (i) The contractor shall raise the bill, in triplicate, along with attendance sheet duly verified by the Facility Coordinator in respect of the persons deployed and submit the same to the Head of Office in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Contractor's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the Office.
- (ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.
- (iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

16. FORCE MAJEURE

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

17. ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid including Rs5000 EMD.
2. Attested copy of the registration of agency.
3. Attested copy of the valid manpower license from the Regional Manpower Commissioner.
4. Attested copy of PAN/GIR Card.
5. Attested copy of the latest IT return filed by the agency.
6. Attested copy of the PF registration letter/certificate.
7. Attested copy of the ESI registration letter/certificate.
8. Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as token of their acceptance.

18. ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF semi-skilled/ unskilled manpower.

1. Bio-Data of all persons in the format prescribed by the office
2. Birth proof of the candidates
3. Letter of deployment from the contractor.
4. Copy of Aadhaar card of the candidates
5. Contract agreement duly signed as per Annexure “A”
6. Data Security Certificate as per Annexure “B”
7. Identity Cards issued by contractor bearing photograph.
8. Identity proof and residential proof.
9. Police verification of deployed personnel.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN THE KV.

Sl. No	Designation of the Employee	Age	Qualification
1	Unskilled Worker (for cleaning & sweeping work& unskilled worker for gardening)	He/She should be above 18 – 55 years	VIII PASS. He must be physically fit and mentally sound and should be fit to work even in odd hours
2	Unskilled Worker (for gardening)	He should be above 18-45 years	-Do-
3	Security Guards (without Arms) for round the clock Security Service	He should be above 18-55 years	-Do-

TERMS & CONDITIONS ·

GENERAL

1. The Agreement shall commence i.e. 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 i.e. the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year i.e. 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 /deletions/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 KV 1 UDAIPUR.
6. The Service Provider will be bound by the details furnished by it to the Competent authority of KV 1 UDAIPUR 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 KV 1 UDAIPUR 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 KV 1 UDAIPUR 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 KV 1 UDAIPUR.
10. Professional Tax as applicable on Gross Payment of the individual may be deducted by the agency and remitted to the concerned authority within stipulated date.

11. 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 KV 1 UDAIPUR.

12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The KV 1 UDAIPUR shall, in no way, be responsible for settlement of such issues whatsoever.

13. The KV 1 UDAIPUR 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.

14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. The Service provider will provide a list of candidates for the unskilled. The Selection Committee constituted by the KV 1 UDAIPUR will select suitable candidates for the posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The KV 1 UDAIPUR reserves the right to appoint/reject any candidate based on merits of the candidates.

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

21. 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 KV 1 UDAIPUR. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22.The remuneration shall be disbursed through bank to the persons deployed to KV1 UDAIPUR by contractor agency.

23.The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV 1 UDAIPUR as per the monthly remuneration quoted without any deduction.

24.The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the KV 1 UDAIPUR supported with the following documents:-

- (i) Details & proof of disbursement made to the staff furnishing cheque 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.

25. 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.

26.The contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter /Client.

27.KV 1 UDAIPUR also reserves the right to request for the services of additional/extra manpower. The contracting agency will be compensated, for the extra manpower, provided, by the Indenting Agency as per the rate quoted.

28.In case of absence on any working day, the monthly remuneration will be regulated as per day basis.

29.In case of any loss, theft/ sabotage caused by/attribution to the personnel deployed, the KV 1 UDAIPUR reserves the right to claim and recover damages from Contracting Agency.

30.The antecedents of all the workers will be got verified from the police by the Contracting Agency.

31.Contracting Agency MUST deposit security money 10% of annual contract which will be refunded after successful completion of tenure.

32.Contracting Agency will responsible for any casualty happen in Vidyalaya campus due to negligence in security and legally bound to compensate.

For Security Services:-

a) The Contracting Agency will deploy the trained/professional security guards/security supervisor, preferably ex- Servicemen, who are below the age of 50 years as well as physically fit and mentally alert. Preference will be given to the ex-servicemen. The contracting Agency will also ensure that the security guards/security supervisors are free from Aids or any other infectious disease before deployment for work.

b) The KV 1 UDAIPUR shall provide a small guard room/ space for Security Supervisor and Security Guards deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.

- c) The contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with Insignia.

LEGAL

21. 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 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.

22. 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 KV 1 UDAIPUR.

23. 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 KV 1 UDAIPUR.

24. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the KV1 UDAIPUR or any other authority under Law.

25. 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 KV 1 UDAIPUR

26. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the KV 1 UDAIPUR is put to any loss / obligation, monetary or otherwise, the KV 1 UDAIPUR 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.

27. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the KV1 UDAIPUR

Provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the KV 1 UDAIPUR.

28. 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 KV 1 UDAIPUR 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 KV 1 UDAIPUR by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

29. The decision of KV 1 UDAIPUR in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

30. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs. 5000/-, refundable without interest, in the form of Demand Draft in favour of Kendriya Vidyalaya 1 UDAIPUR VVN A/C **failing which the tender shall be rejected out rightly.**

31. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tenderer, if the Service Provider fails to deploy the required manpower against the initial requirement within 07 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

32. The successful tenderer will have to deposit a Performance Security Deposit of one month in the form of Bank Guarantee from any Nationalized Bank in favour of Kendriya Vidyalaya 1 UDAIPUR VVN A/c 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 will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.

33. 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.

34. 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 submits 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.

35. 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 KV1 UDAIPUR 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 KV for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

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

37. The KV1 UDAIPUR 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.

38. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation or the final decision will be taken by School Authorities.

40. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

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

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between Vidyalaya and the Service Provider.

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):

Seal:

Date

APPLICATION- TECHNICAL BID

(For-Providing Manpower Services to KV NO1. Udaipur)

1. Name of Tendering Service Provider: -----

2. Status(Proprietor /Partner/ Director):-----

3. Details of Earnest Money Deposit: DD No. _____ Date. _____

OfRs.drawn on Bank -----

4. Full Address of Registered Office -----

Telephone No. : -----

FAX No. : -----

E-Mail Address : -----

5. Full address of Operating / Branch Office :-----

Telephone No.: :-----

FAX No. :-----

E-Mail Address : -----

6. Name & telephone no. of Authorized : -----

officer/person to liaise with Field Office(s) -----

7. Banker of the Service Provider: : -----

(Attach certified copy of statement of -----
A/C for the last 3 consecutive years)

Telephone Number of Banker: -----

8. PAN /GIR No. (Attach attested copy): -----

9. Service Tax Registration No. : -----

(Attach attested copy)

10. E.P.F. Registration No.: -----

(Attach attested copy)

11. E.S.I. Registration No.: -----

(Attach attested copy)

12. Labour License/Registration under : -----
the Contract Labour (Regulation & Control) Act, 1970.

13. Financial turnover of the tendering Service Provider for the last 3 consecutive financial years.

Financial Year	Amount (Rs. In lakhs)	Remarks, if any
2016-17		
2017-18		
2018-19		

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

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 three consecutive years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

Sl. No	Name of client, address, telephone & Fax No.	Manpower services provider		Amount of contract (Rs. Lakhs)	Duration of Contract		Remarks
		Type of manpower provided	No.		From	To	

16.' Certificate of work satisfactory completed the services job work.

17. Additional information, if any (Attach separate sheet, if required)

Date:----- Signature of the authorized person

Place: -----

Name:-----

Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri.....
.....Proprietor/ Director/ Authorized Signatory of the Service

Provider, mentioned above, I am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. 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:

Signature of authorized person

Place:

Name:

Seal:

FINANCIAL BID

For providing Labour at KV NO.1 UDAIPUR

1. Name of tendering Company /Firm /Agency _____

2. Rates per person per months.

FINANCIAL BID

S.No	Category of Manpower	Daily wages/pers on	EPF rate 13%	ESI Rate 4.75%	Service Charges should be in the WHOLE RUPPEE	Daily Unit Rate (Col.3+4+5+6)
1	2	3	4	5	6	7
1	Security Personnel's without arms per unit					
2	Conservancy Staff(Unskilled Worker for Cleaning & Sweeping) per unit					
3	Gardener (Unskilled) per unit					

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed

Date:-

Signature of authorized person:

Place:-

Name :

Stamp:-

- NOTE:
1. In case of discrepancy between unit price and total price the unit price shall prevail.
 2. All amounts should be quoted in whole Rupee
 3. Duly filled in format should be typed in the letter head of the Firm.