

## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

**Scope of work:** The following manpower and materials are required on monthly basis which may increase/decrease in any/ all the categories as per need of Kendriya Vidyalaya Andal, Workshop colony, Dist-Burdwan (W.B) 713321.

S.No.	Name of the Post/Requirement	Number
1	Unskilled worker [Cleaning & Sweeping Services and Gardening]	02 for Cleaning and Sweeping(01 male and 01 female) 01 Gardener Total = 03
2	Security Guards (without Arms)	04 on rotation basis for round the clock security services.

1.The KV Andal requires the services of reputed, well established and financially Sound Manpower Service Provider having experience in providing services of Security Staff and unskilled workers on contract basis for their engagement in KV Andal.

2.The contract for providing the aforesaid manpower is for a period **ONE** year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The KV Andal however, reserves right to terminate this initial contract at any time after giving on week's notice without assigning any reason to the selected Service Provider.

3.The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.10000/- (Rupees Ten Thousand Only) and other requisite documents by 2.00 PM on 06.02.2020 in Office of Kendriya Vidyalaya Andal.

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

### **5.The tender is invited under two bid system i.e. Technical Bid and Financial Bid.**

The interested Service Provider is advised to submit two separate sealed envelopes super scribing "**Technical Bid** for Providing Manpower Services to KV Andal and "**Financial Bid** for Providing Manpower Services to KV Andal". Both sealed envelopes should be kept in a sealed envelope scribing "**Tender for Providing Manpower for Security, Cleaning & Sweeping and Gardening Services to KV Andal**".

6.The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft/ pay order drawn in favour of "M/s.Vidyalaya Vikash Nidhi (VVN) Account" payable at Andal should accompany the Technical Bid failing which the tender application shall be rejected summarily.

7.The successful tenderer will have to deposit a Performance Security Deposit of Rs.75,000/- in the form of DD in favour of "M/s.Vidyalaya Vikash Nidhi (VVN) Account" payable at Andal 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 tendere.

8.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 card;

(c) Copies of EPF and ESIC registration certificates.

(d) Copies of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970.

(e) Certified extracts of the Bank Account containing transactions during last three consecutive years.

f) Experience certificate of providing manpower services to Government Department/PSU etc.

(g) Copy of the terms and conditions in Tender Documents with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.

(h) GST Registration No.

9.All conditional bids shall not be considered and liable to be out rightly rejected.

10. 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 prevails. 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 initialized by the same person who is authorized to sign the tender bids.

11.The technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the schedule date and time in the presence of the authorized representative 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.

12.The Financial Bid of only those tenders will be opened 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 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.

13.The Principal of the KV Andal reserves the right to annual all bids without assigning any reason.

14.The quoted rates shall **not be less than the minimum wage** fixed/notified by the Govt. of India 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 Principal, KV Andal shall not be liable to pay dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released unit the service provider produces the proof of up to date payment of EPF & ESI contribution.

15.All documents submitted shall be consecutively number 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.

16.The KV Andal reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

#### **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. The Service Provider should have at least **three years'** experience in providing manpower to Government Department/Public Sector Companies/Banks ets. The Service Provider should have executed a minimum of three such manpower deployed contracts in West Bengal during the preceding three year period.
3. The Service Provider must have a minimum turnover of Rs.6 Lakhs per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
4. There should be no case pending with the police against the proprietor /Firms/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 regards.
5. The Service Provider should be duly registered with the Service Tax Authorities and having valid labour Registration license under Contract Labour (Regulation & Control) Act,1970.
6. The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider should have its own Bank Accounts.

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

<b>Sl. No</b>	<b>Designation of the Employee</b>	<b>Age</b>	<b>Qualification</b>
1	Unskilled Worker (for cleaning & sweeping and Gardening work)	He should be above 18 years of age but not more than 60 years.	He must be physically fit and mentally sound and should be fit to work even in odd hours. The person who will be deployed as Gardener should have knowledge about gardening with practical experience.
2	Security Guards (without Arms) for round the clock Security Service.	He should be above 18 years of age but not more than 50 years.	He must be physically fit and mentally sound and should be fit to work even in odd hours without any serious medical illness.

# TECHNICAL BID

(For-Providing Manpower Services to KV Andal)

1. Name of Tendering Service Provider: \_\_\_\_\_

2. Status (Proprietor/Partner/Director): \_\_\_\_\_

3. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_

Of Rs. \_\_\_\_\_ 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 certificate 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.

<b>Financial Year</b>	<b>Amount (Rs.In Lakhs)</b>	<b>Remarks, if any</b>
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 Autonomusbody, 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):

<b>Sl.No.</b>	<b>Name of client address, telephone &amp; Fax no.</b>	<b>Manpower service provider</b>		<b>Amount of contract (Rs. Lakhs)</b>	<b>Duration Contract</b>		<b>Remarks</b>
		<b>Type of manpower provided</b>	<b>No.</b>		<b>From</b>	<b>To</b>	

16. Certificate of work satisfactory completed the cervices the job work.

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

18. GST Registration No.

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, 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 a bid 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 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

## KENDRIYA VIDYALAYA ANDAL

Name of the work: Contract for providing Security, Conservancy (Cleaning & Sweeping) & Gardening Services to Kendriya Vidyalaya Andal

1. Name of tendering Company/Firm/Agency \_\_\_\_\_

2. Day basis immediate requirement/ as per required per person per day (8 hours).

S.No.	Description of wages/Statutory Components	For Security Guard	For Cleaning Sweeping and Gardening Services	Remarks
		A	B	
1	Basic Rate of Wages per day, per head			
2	VDA per day, per head			
3	Total for 30 days per month, per head for Security Services & 26 days for Conservancy and Gardening Service			
4	E.P.F @ 12% of S.L.no.3 per month			
5	ESI @ 1.75% of Sl.No.3 per month			
6	Take Home Net Pay [3-4-5]			
7	E.P.F @ 13.15% of Sl.No.3 per month			
8	ESI @ 4.75% of Sl.No.3 per month			
9	Total [3+7+8] (To be paid by the Vidyalaya)			
10	Service Charge @ Rs. (per head) [To be paid by the Vidyalaya].			
11	<b>Grand total [9+10]</b>			

Rates quoted be as per the minimum wages prescribed under minimum wages Act, 1948 as applicable in the Central Govt.

Note:

1 .P. Tax as applicable on Gross Payment of the individual may be deducted by the Agency and remitted to the concerned authority within stipulated date.

2. Duly filled in format should be typed in the letter head of the firm.

Signature of authorized person:

Place:-

Full Name: .....

Date: -

Office Seal:.....



## 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 addition/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 Andal.

6. The Service Provider will be bound by the details furnished by it to the competent authority of KV Andal 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 Andal reserves the right to accept or reject any or all bid 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 nay loss whatsoever it may caused to the bidder in the process.

8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Departments so that optimal services of the persons deployed could be availed without any disruption.

9. The entire financial liability in respect of manpower services deployed in the KV Andal 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 to the person deployed a sum not less than the minimum wages prescribed under the prevailing act adduce such evidence as may be required by the KV Andal.

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

11. The KV Andam 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 function/duties, or for payment towards any compensation.
12. The persons deployed by the Service Provider shall not nor shall be entitled to pay, perks and other facilities admission to regular/ confirmed employees during the currency or after expiry of the Agreement.
13. 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.
14. 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.
15. 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 (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
16. In the event of any engaged personnel being on leave/absent, the service provider shall eventuality, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
17. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
18. 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 Andam. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. The remuneration to the persons deployed by the agency shall be disbursed through Cheque/RTGS/NEFT or through Bank A/c.
20. The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees deployed at KV Andam as per the monthly remuneration quoted without and deduction.
21. 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 Andam supported with the following documents:-
  - (i) Details of disbursement made to the staff furnishing details for each payment (provide bank statement).
  - (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.

22. 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.

23. The normal office hours of KV Andal are from 7.30 am to 4.30 pm six days from Monday to Saturday (except 2<sup>nd</sup> Saturday). However, the contracting Agency will provide the security services round the clock all the days in a month according to the duly timing shown at pre pages/above. KV Andal 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. The contracting agency will provide conservancy and gardening services throughout the month (as per requirement of the Vidyalaya) with one day weekly off to the persons deployed by them.

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

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

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

27. The Contracting Agency will deploy the trained/professional security guards/security supervisor, preferably ex-Serviceman, 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.

28. The KV Andal 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.

29. The contracting agency shall provide to their security with impressive summer uniform as well as winter uniform with Insignia. Uniform for the Cleaning & Sweeping staff will be compulsory and Gardener.

## **LEGAL**

30. 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 regards. The Bidder should produce the evidence in respect of having made payments to the manpower provided as when called for by the KV Andal.

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

32. The Service Provider shall be held responsible for any loss/damage to the equipments and instrument of the KV Andal provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the KV Andal.

33. 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 Andal will have no liability towards non-payment of remuneration of 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 Andal by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

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

### **FINANCIAL**

35. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs.10000/-, refundable without interest, in the form of Demand Draft/Pay Order drawn in favour M/s.Vidyalaya Vikash Nidhi (VVN) Account. **failing which the tender shall be rejected out rightly.**

36. 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 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

37. The successful tenderer will have to deposit a Performance Security of Rs.92,0000/- (Rupees Ninety Two Thousand Only) in the form of DD in favour of “M/s.Vidyalaya Vikash Nidhi (VVN) Account.” covering the period of contract within seven days from the date of signing of the agreement. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.

38. 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.

39. 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.

40. All disputes shall be under the jurisdiction of the court at Durgapur only.

41. The successful bidder will enter into an agreement with KV Andal for supply of suitable and qualified manpower, materials etc. as per requirement on the above terms and conditions.

42. Police verification will be done by the concerned agency within 01 month after awarding of the contract and services.

**Note:** These terms and conditions are part of the contract/Agreement as indicated in the Agreement between KV Andal 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):

Seal:

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 Andal, containing full details i.e. date of birth, marital status, address, educational qualification, photo Identity Card provided by the security service provider etc.
2. Bio-data of all persons.
3. Any other document considered relevant.