

केन्द्रीय विद्यालय एन. एच. पी. सी. ससगताम
KENDRIYA VIDYALAYA, NHPC, SINGTAM

No.F.06/1288/88/Singtam/2018-19/

Dated: 05.12.2018

TENDER NOTICE

Sl.No.	Name of the Work	Duration of Work
1	Security guards (Watch & Ward Duties) of Vidyalaya Campus (24 hrs duty/round the clock)	One year
2	Cleaning of Vidyalaya Campus, building, toilets & Class-Rooms (excluding stationary) (Male=1, Female=1)	One year
3	Mali for Garden : one person (Male)	One year
Note: Quotation Accepted only minimum wages according to Minimum Wages Act, 1948, State/Central Government. Firms having GST registration, enlistment of firms in local municipality, ADHAR, PAN, VAT, EPF, Trade License, Service Registration, Experience certificates, etc.		
Last date & time of Receipt & Opening of Tender on 20.12.2018 at 12.00 noon		
Details of the advertisement are available at Vidyalaya website www.kvnhpcsingtam.org under the option of "Tender". Tenders completed in all respect must reach latest by 12.00 noon on 20.12.2018. Tenders should be addressed to the Principal, Kendriya Vidyalaya NHPC Singtam, PO: Singtam, DT: East Sikkim, Pin Code: 737134.		
Contact info:-website-kvnhpcsingtam.org e-mail:kvnhpcsingtam@gmail.com, Ph No-03592-247411-247282		

कें द्रीय विद्यालय संगठन

Kendriya Vidyalaya Sangathan

TENDER DOCUMENT

Sub: "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract.

Sir/Madam,

The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society, Registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by **the Kendriya Vidyalaya NHPC Singtam (Distt-East Sikkim)** from the reputed / registered Consultant Service Provider Firm for providing Manpower through service contract initially for a period of 01 (one) year w .e .f 01.01.2019 to 31.12.2019 which may likely to be extended, as indicated below :

- A. Area of the Building: 3391 Sq Mtrs having approximately 40 Rooms, Computer Labs, Toilets, Canteen, Corridors, Stains and open areas as well as enclosed surrounding areas on the ground floor & First Floor, parties are advised to see the location.
- B. **Address/Location of the Vidyalaya Building :**
Kendriya Vidyalaya NHPC Singtam,
PO: Singtam, DT: East Sikkim, Pin: 737 134
(NHPC Ltd., TS-V, Power Station, Balutar)

Sl. No.	Category of Manpower	Nos.	Minimum qualifications and duty
1	Security Guard	1	Middle standard (Shift I from 06:00 am to 02:00 pm)
2	Security Guard	1	Middle standard (Shift II from 02:00 pm to 10:00 pm)
3.	Security Guard	1	Middle standard (Shift III from 10:00 pm to 06:00 am)
4 .	Conservancy	1	Un-skilled Sweeper one person (Male).
5	Conservancy	1	Un-skilled Sweeper one person (Female).
6	Mali	1	For Garden one person.

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

Sl. No.	Category of Manpower	Responsibilities
1.	Security Guard	To provide security/guard the office wherever he is deputed.
2.	Conservancy	Cleaning of Vidyalaya Campus, Building, Toilets, and Class-Rooms.
3.	Mali	Scope of work : as per Annexure-II

3. Quoted Price:

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation. Only attached (Annexure - A).
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the Bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. %age of profit/service charges etc. as such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

- (d) Correction if any shall be made by crossing out. Initialing, dating and rewriting.
- (e) The Bidder shall deposit Rs.1,00,000/- (Rupees one lakh only) minimum 1 % of total paid amount of an anum in the form of Bank Guarantee valid for 60 days after the date of submission of bids or DD/ Pay Order drawn in favour of Kendriya Vidyalaya NHPC Singtam VVN Fund Payable at “ Union Bank of India, Singtam Branch” as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (f) Telex or Facsimile Bids are not acceptable.
- (g) Your firm will be responsible in case any misconduct/misbehave committed with our staff and students by your workers and guilty workers may be terminated by you within a week.
- (h) No objection certificate reg. salary, ESI and EPF account from your workers is needed.
- (i) Proprietor/supervisor must visit to this Vidyalaya twice in a month to supervise the work otherwise service /maintenance charge will not be paid along with bill.

4. Each Bidder must submit only one Bid.

5. Validity of Bid:

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

6 Terms and Conditions:

- (a) The remuneration shall be disbursed through cheque at Kendriya Vidyalaya NHPC Singtam premises in the presence of representative of the Kendriya Vidyalaya NHPC Singtam.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the Kendriya Vidyalaya NHPC Singtam as per the monthly remuneration charges quoted without any deduction.
- (c) The Contracting Agency will submit the invoice along with proof of disbursement of salary of their employee in triplicate after making the payment to the employees provided to the Kendriya Vidyalaya NHPC Singtam supported with the following documents :-

(i) Details of disbursement made to the staff furnishing bank cheque details for each payment,

(ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax every month is needed for next payment.

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

- (d) The Contracting Agency will provide uniform, shoes, to all his employees. The contracting agency will provide Identity Card to the employees deputed as per the format suggested by the Indenting Office valid/respected firms 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 School hours of KV is from 07:30 a.m. to 3:00 p.m. six days from Monday to Saturday. However, the contracting agency will provide the security services round the clock all the days in a month according to the duty timing shown at pre-page / above. KV also reserves the right to request for the services of additional / extra manpower. The contracting agency will compensated, for the extra manpower provided, the Indenting Agency as per rate quoted.
- (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 -A1

Where A1 = $\frac{\text{Monthly remuneration}}{\text{Nos .of days in the month}} \times \text{Nos. of days of absence}$

- (h) The Candidates/ Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made valuable 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 Vidyalaya. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. There placement 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 Kendriya Vidyalaya NHPC Singtam 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 I sabotage caused by/attribution to the personnel deployed the KVS reserves the right to claim and recover damages from Contracting Agency.

7. 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 attached:-
Brief profile of the company and evidence to establish that the bidder has successfully executed.

- (a) Contracts of similar nature and magnitude in the last 3 (three) years.
 - (b) Audited Balance Sheet & Profit and Loss Account.
 - (c) List of clientele during last 3 years a long with cost of assignment.
 - (d) PAN No. and ITR-V of last financial year.
 - (e) Attested copy of proof of EPF registration.
 - (f) Attested copy of proof of ESI registration.
 - (g) Attested copy of proof of Service Tax Registration.
 - (h) The Bidder shall deposit Rs.1,00,000/-in the form of Bank Guarantee valid for 60 days after the date of submission of bids or DD Pay Order drawn in favour of “Kendriya Vidyalaya NHPC Singtam, VVN Fund” payable at “Union bank of India Singtam Branch”as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled staff, in the Government of Sikkim shall render the Bid disqualified for evaluation.
 - (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

8. Award of Contract:

- (a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The indenter, reserves the right at the time of award of contract to increase or decrease the requirement of man power indicated in para 1 above.
- (c) The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

(d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.

9. Last date and time of receipt of Bids

You are requested to submit the Sealed Bids Super cribbed on the Envelope as “Bid for Providing Security / Conservancy / Mali services in “KV NHPC SINGTAM” on service basis within 15 days of publication of this notice in English/Bangla Daily Newspaper i.e. Dainik jagran, , Uttarbanga Sambad, and Sikkim Express on 06.12.2018 by 12:00 noon. The tenders will be opened on 21.12.2018 at 01:00 PM hrs at Kendriya Vidyalaya in the presence of Bidders and committee members of the vidyalaya on last date of submission of tenders. If the last date of depositing and opening of tenders happens to be declared holiday, then the tenders will be deposited / opened on the next working day, other terms and conditions and the time schedule remain unchanged. A security money of Rs.1, 00,000/- (Rupees one lakh only) is to be deposited along with tender document. The security money shall be returned to the unsuccessful bidders after the award of the contract.

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 KVS.

Yours faithfully,

Signature

Designation: PRINCIPAL.

For and on behalf of the Kendriya Vidyalaya NHPC Singtam.

Annexure-II

TERMS AND CONDITIONS FOR JOB OF THE GARDNER (MALI)

Scope of work:

- 01) Duty hours: Morning 07:30 a.m. to 12:00 noon.
- 02) Evening 02:00 p.m. to 05:00p.m.
- 03) Watching the plants in the evening daily.
- 04) Plantation.
- 05) Putting manure and fertilizers in the plants.
- 06) Maintenances of flower pots (Gamla).
- 07) Making flower beds for seasonal flowers.
- 08) Making seedlings from seeds.
- 09) Making of plantcutting.
- 10) Cleaning of garden.
- 11) Maintenance of fencing and cutting graces and bushes.
- 12) Any other jobs has to be done time to time as assigned by the authorized persons in this regards.
- 13) The contractor should make a knot of daily attendance of the gardener in the Vidyalaya. In case of absence, money (proportionately) as per daily wages will be deducted.

ANNEXURE-'A'

FORMAT OF BID

S. No.	Category of manpower	Number	Unit monthly remuneration	EPR rate	ESI rate	Service Charges Including aver head and profit	Monthly Unit rate (col. 4+5+6+7)	Total monthly cost (col 8x3)
1	2	3	4	5	6	7	8	

- NOTE 1. Service Tax shall be quoted separately.
2. In case of discrepancy between unit price and total price, the unit prices shall prevail.

We agree to provide the above service manpower and to abide by the terms & conditions contained in the Tender document and also agree to enter in to the agreement in the format enclosed .Bid Security of Rs. (Rupees. _____) is furnished here with vide Bank Draft No. dated _____ drawn on, _____

(Bidder)

Signature

Name:

Date & time:

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered in to on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through located at (here in after called which expression shall where the context so admits include its successors and permitted assigns) of the one part and.

1.1.2 [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (here in after called the CONTRACTING AGENCY which expression shall where the context so admits include its success or sand permitted as signs) of the other part.

1• in the form at two types of brackets have been used These are:

- (i) SquareBracket[] : these brackets indicate the following:
 - (a) [XXXXXXXXXXXXX] : Replace the instruction by filling in relevant text.
 - (b) [XX/YY/ZZ] : Among the options choose the applicable one(s) and delete the rest.
 - (c) [clause/phrase/sentence] : Optional choose which ever applicable to the
the
specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- (ii) Ordinary Brackets() : these brackets are a part of the text and are to be retained.

DEFINITIONS

The agreement is general in nature where in the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

1.2 PREAMBLE

121 WHERE AS THE CONTRACTING AGENCY is (engaged in/carrying out) [define the present business objective/activity of the CONTRACTING AGENCY] and is desirous of providing service to the[on/in/for][name the area of service contract).

122 WEHRE ASat its [NAME OF THE OFFICE] (here in after called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-It other agreement (here in after called the WORK)

Now therefore in consideration of the premises and mutual covenants here in after contained. The parties here to agree follows.

1.3 SCOPE OF THE AGREEMENT

13.1 The agreement details the terms and conditions, financial arrangements. Responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE pertaining to the WORK

1.4 FINANCIAL ARRANGEMENTS

14.1 In consideration of the work to be earned out by the CONTRACTING AGENCY the _____ shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount.

(i) Rs** per man month/man day/man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.

"Rs _____ For service contract on _____.

1.5 MODALITIES OF CONTRACT

15.1 This contract is of the nature of service contract for a specified period and not labour contract.

15.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment there of shall be as per Appendix-1 to the Agreement.

15.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be setup by the INDENTING OFFICE. It will (fix/indentify) the work to be done by the CONTRACTING AGENCY, targets/milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

15.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be same as applicable to the INDENTING OFFICE.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

16.1 CONTRACTING AGENCY shall under take the WORK as per schedule detailed in Appendix-to the Agreement by providing manpower in the premises of the INDENTING OFFICE.

1.62 THE CONTRACTING AGENCY shall complete the WORK within six months of date of receipt of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to the CONTRACTING AGENCY.

1.63 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.

1.64 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject their placement provided and ask for substitutes in cases of absentee seasick workers or other wise on valid reasons.

CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.

CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purposes and the INDENTING OFFICE shall not have liability of any kind towards workers.

CONTRACTING AGENCY shall be responsible for any damage to the property Equipment material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall Be given in writing to the CONTRACTING AGENCY within a week].

Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENTING OFFICE

1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.

1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter in to and up on its premises where work is to be performed.

1.7.3 INDENTING OFFICE will maintain a separate record of attendance of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorated basis after deducting the days of absence without suitable replacement or poor performance.

1.7.4 INDENTING OFFICE will make payment of overtime charges per man hour on Prorated basis with reference to the agreed rate in this contract.

1.7.5 INDENTING OFFICE will setup a screening Committee for assessing the no. of workers required for deployment and based on its recommendation and subject to such limits as prescribed, place demands with the CONTRACTING AGENCY. This Screening Committee will also evaluate the performance of the serviced employed as state divide provision 1.5.3above.

COMPLETION

The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee Else tupv1 deprivation 1.5.3.

CONFIDENTIALITY

During the tenure of the Agreement and {..... ..Years It here after the
· CONTRACTING AGENCY under take on their behalf and on behalf of their subcontracts/
employee representative associate to maintained in strict confidentiality and prevent
disclosure either of all the information and" data exchanged generated pertaining to work
under this Agreement for any purposes other than in accordance with the Agreement.

2.1 FORCEMAJERE

2.1.1 Neither party shall beheld responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected there by shall give a notice in writing to the other party with in one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

2.2 EFFECTIVE – DATE, DURAION, TERMINATION OF THE AGREEMENT

2.2.1 The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said dale.

The Agreement shall be deemed to expire on completion of the period, as provided in para1.81 unless extended by both the parties.

2.2 During the tenure of the Agreement, parties here to can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or other wise by giving a [months) notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

.2.t In this event of termination of the Agreement vide provision 2.2.3 the rights and Obligations of the parties there to shall be settled by mutual discussion; the Financial settlement shall take into consideration not only the expenditure Incurred but also the expenditure committed by INDENTING OFFICE

2.2.5 In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to fund the amount, if any, paid in advance to it by the INDENTING OFFICE.

NOTICES

2.3.1 All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served the same shall have been delivered to, left with or posted by registered mail of the INDENTING OFFICE at its registered address at [‘SIKKIM’ name of the city],

AMMENDMENTS OF THE AGREEMET

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications changes shall be effective from the date on which the yare made/ executed, unless other wise agreed to.

ASSIGNMENT OFTHEAGREEMENT

The rights and /or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and condItionsas may be mutually agreed upon.

2.0 DISPUTE SETTLEMENT

2.61 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the The decision of theshall be final and binding on both the parties

SEAL OF THE PARTIES

In witness where of the parties hereto have signed this Agreement on the day, month and year
men Parties
For and on behalf of KVS INDENTING OFFICE

Signature
Name
Designation
Seal
Witness (name and address)

- 1.
 - 2.
- tioned hereinbefore.

