

KENDRIYA VIDYALAYA, NO.1,PATIALA CANTT

F.KV-1/PAT/2018-19/

Dated: /11/2018

To
M/s-----

TENDER DOCUMENT

Sub: "Inviting Bid for engaging Services Provider Firm for providing Manpower for Gardening.

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 quotations are invited by the Kendriya Vidyalaya No.1 Patiala Cantt from the reputed/registered Consultant/Service Provider Firm for providing Manpower through service contract initially for a period of one year form the date of execution of contract which may be extended by another one year with the consent of both parties and outstanding performance of work done during the last year by the contractor.

Area of Gardening work:- Maintenance and up keeping lawns and compound of the vidyalaya (excluding grass cutting of play grounds).

Address/Location of the:- Kendriya Vidyalaya No.1,
Sangrur Road Patiala Cantt.147001

Signature with Seal of the Firm

B. Man power required:-

S. No.	Category of Manpower	Minimum qualifications or/and experience	Manpower req-	In the following way/ timing
1.	Mali(Gardener)	Trained in Gardening work	02	8 duty hours of duty

SCOPE OF WORK

Maintenance and upkeep of gardens and compound of the Vidyalaya .

Terms and Conditions for providing services of Gardening in the Vidyalaya

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya premises locate at Patiala with effect from_____
2. That the agency would engage, employ and provide the requisite number of trained gardeners for purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That entire responsibility for taking maintenance measures of gardens, and compound (excluding play fields) of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the Agency shall provide complete continuous gardening measures throughout the year to the Vidyalaya by changing the personnel in rotation or replacement if necessary.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the contract.
6. That the tenure of the service agreement shall be initially for a period of one year with effect from-----and thereafter it may be extended by one year. Contract may be terminated by giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That the Vidyalaya on its part shall not be liable to pay and charge, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employee of such personnel.
8. 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 = $\frac{\text{Monthly remuneration} \times \text{Nos. of days of absence}}{\text{No of days in the month}}$

Signature with Seal of the Firm

9. The Gardening also includes
- (i) Grass bidding, Hedge cutting, Plantation of trees.
 - (ii) Growing of grass and maintenance
 - (iii) Watering and maintenance.
 - (iv) Spray of pesticides.
 - (v) Growing of seasonal plants
 - (vi) Trees trimming.
 - (vii) Beautification of flower pots.
 - (viii) Gudai of plants e.t.c
 - (ix) Development of lawn.
10. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya, No.1, Patiala Cantt as per the Indian Arbitration Act. The seat of the arbitration shall be at Patiala and the proceedings shall be governed by the Indian Arbitration Act, 1940.
11. The courts at Patiala only will have jurisdiction or all legal disputes under this agreement

3. 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**).
The firm has to quote the service charges, cost of uniform per month, in column No.7 of Annexure 'A'. Failure to furnish the above information will be treated as incomplete bid.
- (b) The GST exempted to educational institutes and if any other 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 by provisions any such change will be accepted and not any additional liability i.e. % of profit/service charges etc. As such the bidder while submitting the bid should specifically quote the rates in this regard.
- (d) The Bidder shall deposit Rs. 5,000/- in the form of Bank draft in favour of VVN A/c KV No.1, Patiala Cantt payable at Patiala as Earnest Money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (e) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of Rs.20,000/- valid for fourteen 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.
- (f) Telex or Facsimile Bids are not acceptable.

Signature with Seal of the Firm

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 Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV Patiala office/premises as per the monthly remuneration quoted without any deduction.

(b) The Contracting Agency will make payment to the employees engaged by it through e-transfer (RTGS/NEFT) in bank account of concerned employee or as directed by the Vidyalaya.

(c) 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 No.1 Patiala Cantt office/premises supported with the following documents:-

(i) Details of disbursement made to the staff for each payment in triplicate.

(ii) Proof of payment of statutory obligation such as EPF, ESI, 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 in respect of the month ended for which the invoice bill belongs and

(i) proof of details of disbursement made to the staff in triplicate for each payment in respect of the month for which the invoice/ bill belongs

(ii) Proof of payment of statutory obligation such as EPF, ESI, and any other applicable tax in respect of the month proceeding to the month for which bill/invoice belongs. If proof of (i) and (ii) are not attached, payment will not be released.

(d) The Payment of contracting Agency will be paid through e-transfer (RTGS/NEFT) direct into Bank Account of Agency

(e) The Contracting Agency will provide Identity Cards to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.

(f) The Contracting Agency shall comply with all statutory obligations.

(g) The normal School hours of KV No.1,Patiala Cantt is from 7.30 am to 1.40 pm for summer and 8 Am to 2.10 pm for winter six days from Monday to Saturday (excluding Second Saturday). KV 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.

Signature with Seal of the Firm

- (h) 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 $A_1 = \frac{\text{Monthly remuneration} \times \text{Nos. of days of Absence}}{\text{Nos. of days in the month}}$
- (i) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV. Therefore, minimum three-four bio-data 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 KV No.1, Patiala 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 KV shall be made within 24 hours.
- (j) The contracting Agency will be required to sign a contract with the KV No.1, Patiala Cantt as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted will also form the part of the Model Agreement.
- (i) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KV No.1, Patiala Cantt reserves the right to claim and recover damages from Contracting Agency.
- (j) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- (k) The Contracting Agency will deploy the trained and efficient workers who are below the age of 50 years as well as physically fit and mentally alert.
- (l) The principal reserve the right to reject your quotation/ Rates/contract without any reasons at any time.
- (m) If the rates are found less than the minimum wages Act applicable in the state of Punjab/ Central Government then quotation will not be accepted .The contacting agency shall provide to their gardeners with impressive summer uniform as well as winter uniform with insignia.
- (n) The said contractor shall during the currency of the agreement provide such labour as is required for carrying out the services..
- (o) The said contractor shall execute the said services under this direct personal supervision and shall not on any account whatsoever, employ a sub-contractor expect with the prior written consent of the Vidyalaya , which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
- (p) The Vidyalaya shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.
- (q) All moneys which the said contractor shall be liable to pay to the Vidyalaya on account of the breach of this agreement /contract or any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which may be due to the said contractor on account of the carrying out the services of the contractor or from security deposits.

Signature with Seal of the Firm

- (r) The contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, Claims, damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by the students or employees of the Vidyalaya or anyone else in the Vidyalaya , caused directly or indirectly by anyone in the employment of the contractor etc. While in or upon the services being rendered out of any act, default or negligence, error in judgment on this part.
- (s) The Vidyalaya shall be entitled to terminate this agreement/contact and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and/or neglects to carry out instructions on its behalf or to complete the services or suspend the same delay the progress thereof without any reasonable cause. It is made clear that the essence of this contract is the satisfaction of the Vidyalaya regarding the performance and proper execution of the services.
- (t) In case of termination of this agreement or contract and/or discharge of this contractor as here-in-before stipulated the Vidyalaya shall be entitled to appoint a new contractor or contractors to continue according to Vidyalaya's specifications and authorize the contractor /contractors to use any plant, materials and the property of the contractor left upon and contractor shall , in such case lost and forfeit all the interest whatsoever under this Agreement or contract, except his claim for money unpaid on settlement of account between parties and security of all his bills.
- (u) The contractor shall, at all point of time, during the currency of the Agreement/Contract follow the laws applicable for the purpose of carrying out the service for the Vidyalaya.
- (v) The contractor shall carry out any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.
- (w) INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance

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:

- (i) The bid will be treated as non-responsive if following documents are not attached:-
 - (a) Brief profile of the company and evidence to establish that the bidder has successfully executed 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 along with cost of assignment.
 - (d) PAN No. and Current IT clearance certificate.
 - (e) Attested copy of proof of EPF registration.
 - (f) Attested copy of proof of ESI registration.
 - (g) copy of proof of GST No.
 - (h) Attested copy of license for providing Man power issued by Labour Dept.

Signature with Seal of the Firm

- (h) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder. If adequate amount is not quoted towards service charges/charges of uniforms/Bonus, overhead profit etc may render the bid disqualified for evaluation

8. Award of Contract:

- (a) The Indentor 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 10.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (c) The indentor 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 Indentor reserves the right to accept or reject all quotation and to cancel the rates process and reject all quotation at any time prior to the award of the contract.
- (e) If in case the rates of firms who have filled lowest (after calculation of every thing is same) then the contract will awarded to the firm on the basis of having more no. of customers, no. of experience and on the basis of Balance Sheet/

9. Last date and time of receipt of Bids

You are requested to submit the sealed quotation super scribed on the envelope as "quotation for providing Gardening Services" through speed post or may be dropped in tender box fixed in Vidyalaya permissioin. (Bidder should preferred speed post as sufficient time given for submitting bids and due to cantonment area courier service is not allowed) If the last date of opening of Quotation happens to be declared Holiday, then the quotation will be opened on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money of Rs. 5000/- is to be deposited along with tender document through DD/multicity cheque. The last date of receipt of quotation is 20.11.2018 upto 11:00 AM & the same will be opened on 20.11.2018 at 12:00 noon i.e in the Principal's room of Vidyalaya in presence of committee members and firms representatives present.

Signature :

Name :

Designation:

For and on behalf of the

Kendriya Vidyalaya No.1, Patiala

ANNEXURE-‘A ’
FORMAT OF BID
(For Gardening)

Rate to be quoted as per minimum wages applicable in Punjab Government

S. No.	Category of Man Power	Number	Minimum Wages applicable from..... (Basic+DA)	EPF Rate	ESI Rate	Service charges/ charges of uniforms etc. including overhead profit	Total
1	2	3	4	5	6	7	8
1	Gardener (Mali)	01					

NOTE:

1. The minimum wages (Basic+DA) as applicable on the date of filling the quotation are filled in column No.04.
2. All the rates i.e. minimum wages, EPF, ESI etc will be revised as and when it revise by the Punjab Govt.
3. The minimum wage should be quoted separately i.e. for rates applicable in Punjab State and in Central Government in separate Performa.
4. The Service Tax exempted to educational Institutes.
5. If the rates by different firms are filled applicable from different dates the Vidyalaya will automatically consider the latest applicable rates and EPF/ESI rates.
6. The firms quoting **ZERO** service charges etc. in column no.7 will not be entertained (Zero percent includes all derivatives of Zero upto 0.9999 and thereof as per Ministry of Commerce & Industry letter No.31/14/1000-2014-GA dated 17/09/2014).

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. Bid Security of Rs. _____ (Rupees _____) is furnished herewith vide Bank Draft. _____ dated _____ drawn on _____

(Bidder)
 Signature: _____
 Name: _____
 Seal of the firm

ANNEXURE-‘A1’
FORMAT OF BID
(For Gardening)

Rate to be quoted as per minimum wages applicable in Central Government

S. No.	Category of Man Power	Number	Minimum Wages applicable from..... (Basic+DA)	EPF Rate	ESI Rate	Service charges/ charges of uniforms etc. including overhead profit	Total
1	2	3	4	5	6	7	8
1	Gardener (Mali)	01					

NOTE:

1. The minimum wages (Basic+DA) as applicable on the date of filling the quotation are filled in columnNo.04.
2. All the rates i.e. minium wages, EPF, ESI etc will be revised as and when it revise by the Central Govt.
3. The minimum wage should be quoted separately i.e. for rates applicable in Punjab State and in Central Government in separate Performa.
4. The Service Tax exempted to educational Institutes.
5. If the rates by different firms are filled applicable from different dates the Vidyalaya will automatically consider the latest applicable rates and EPF/ESI rates.
6. The firms quoting **ZERO** service charges etc. in column no.7 will not be entertained (Zero percent includes all derivatives of Zero upto 0.9999 and thereof as per Ministry of Commerce & Industry letter No.31/14/1000-2014-GA dated 17/09/2014.

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. Bid Security of Rs. _____ (Rupees _____) is furnished herewith vide Bank Draft. _____ dated _____ drawn on _____

(Bidder)
Signature: _____
Name: _____
Seal of the firm

