

KENDRIYA VIDYALAYA NO. 1, PATIALA

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

Dated: /11/2018

To

M/s-----

TENDER DOCUMENT

Sub: "Inviting Bid for engaging Service Provider Firm for providing Security services.

Sir/Madam,

1. 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 from the reputed/registered Consultant/Service Provider Firms for providing Manpower through service contract initially for a period of one year from 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.

A. Area of the K.V Whole Vidyalaya Campus including
Vidyalaya building and other spaces.

Address/Location of the
Vidyalaya

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	In the following way/ timing
1.	Security Guards	Middle Standard	Round the clock-Min.01 Security Guard per shift- three shift (per shift-8 hours duty). The duty will be changed after 8 Hrs of duty compulsorily
2.	Additional Security Guard	Middle Standard	7.00 AM to 3.00 P.M. or as may be decided by the Vidyalaya

SCOPE OF WORK

1. That the agency shall provide security arrangements for Kendriya Vidyalaya No. 1, Patiala building/and whole premises which is located at Sangrur Road, Patiala with effect from_____.
2. That the agency would undertake to engage, employ and provide the requisite number of trained personals for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking security measure of the said building/premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. 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 security measures throughout the 24 hours by changing the personnel in rotation and replacement.
5. That the Vidyalaya on its part shall at no items directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the that of termination of the contract.
6. That the tenure of the service agreement shall be for a period of one year. The contract may be terminated giving one month's notice in advance to the other side or paying one months dues in lieu of the notice.
7. That the Vidyalaya on its part shall not be liable to pay any charges, 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 employer of such personnel.
8. The courts at Patiala only will have jurisdiction of legal deutes under this agreement.
9. 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 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.

Signature with Seal of the Firm

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 to statutory provisions, only such changes will be accepted and not any additional liability i.e. %age of profit/service charge/s etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- (d) The Bidder shall deposit Rs. 10,000/- 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.

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 No. 1, Patiala office/premises as per the monthly remuneration quoted without any deduction.

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- (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 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 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 preceding 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 its 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) KV No. 1, Patiala also reserves the right to request for the services of additional/extra manpower.
- (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. 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 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 reserves the right to claim and recover damages from Contracting Agency.

Signature with Seal of the Firm

- (k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- (l) The Contracting Agency will deploy the trained and efficient persons, Who are below the age of 60 years as well as physically fit and mentally alert. The contacting agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.
- (m) The KV shall provide a small room/space for the workers/staff 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.
- (n) The principal reserves the right to reject quotations/ Rates/contract without any reasons at any time. Rates should be quoted as per the Minimum Wages Act applicable in Punjab in Annexure A and rate of Central Govt. in Annexure "A1".
- (o) 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.
- (p) The said contractor shall during the currency of the agreement provide such labour as is required for carrying out the services.
- (q) The said contractor shall execute the said services under his direct personal supervision and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya , which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
- (r) 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.
- (s) 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 security money.
- (t) 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.
- (u) 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.
- (v) 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.

Signature with Seal of the Firm

- (w) 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.
- (x) 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.
- (y) 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) Attested copy of proof of GST Registration
 - (h) Attested copy of license for providing Man power issued by Labour department
- (ii) 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 indenter 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 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 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 Services" Security Services through speed post or may be dropped in tender box fixed in Vidyalaya premises. (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 Security guards)

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	Security Guard	01					

NOTE:

1. All the three National Holiday will be treated as paid leave and for that day additional payment will be made for performing duties on these days.
2. The minimum wages should be quoted separately i.e. for rates applicable in Punjab and in Central Government in separate Performa.
3. The monthly rates are applicable for 26 days. For remaining 04/05 days of the month (as applicable) the agency will provide relievers and will submit separate bill for the same.
4. The minimum wages (Basic+DA) as applicable on the date of filling the quotation are filled in columnNo.04, all the rates i.e. minimum wages, EPF, ESI etc will be revised as and when it revised by the Punjab Govt.
5. The firm is requested to fill in both rates of State of Punjab and Centre separately. The rates which is ever is higher will be applicable.
6. 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.
7. 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 No. _____ dated _____ drawn on _____

(Bidder)
 Signature: _____
 Name: _____

ANNEXURE- 'A-1'
FORMAT OF BID
(For Security guards)

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	Security Guard	01					

NOTE:

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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 No. _____ dated _____ drawn on _____

(Bidder)
 Signature: _____
 Name: _____