

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

Scope of work: The following manpower is required on pro-rata basis which may increase/decrease in any/all the categories as per need of Kendriya Vidyalaya MIAO

Materials for cleanliness are to be used as per attached Annexure –B. The cost of material, however, will be charged extra by the Contracting Agency by showing the rate of the same in attached Annexure –A-.

1. The KV MIAO requires the services of reputed, well established and financially Sound Manpower Service Provider having experience in providing services of unskilled workers & Security Personnel's (Without Arms), on contract basis for their engagement in the Vidyalaya.
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 KV MIAO however, reserves right to terminate this initial contract at any time after giving one 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. 25000/- (Rupees Twenty five Thousand Only) & **PSARA License under Private Security Agencies (Regulation) Act, 2005** and other requisite documents by **2.00 PMon 28-09-2021** (revised date for retender) in Office of KV MIAO speed post/ reg. post.
4. E-mail/Fax bids will be summarily rejected. Late 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 MIAO and "Financial Bid for Providing Manpower Services to KV MIAO ". Both sealed envelopes should be kept in a sealed envelope supers scribing "Tender for Providing Manpower Services to KV MIAO .
6. The Earnest Money Deposit (EMD) of Rs. 25000/-, refundable (without interest), should be in the form of Demand Draft/pay order drawn in favour of "Kendriya Vidyalaya MIAO Vidyalaya Vikas Nidhi VVN AC" payable at MIAO should be accompanied.
7. 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 GST certificate of the Service Provider Issued by the competent authority.
 - (b) Copy of PAN/GIR card on the name of company
 - (c) Copies of EPF and ESIC registration certificates.
 - (d) Copy of the Labour License/Registration under the Contract Labour (Regulation & Control) Act, 1970 or the newly amended one.

- (e) Attested copy of valid security license obtained from the Home Department, GOVT of ARUNACHAL PRADESH/ North-East State for running the business of private security agencies operating in , failing which the bid will be treated as disqualified/ non responsive.
- (f) The Agency should submit a declaration/Undertaking for not being blacklisted by any govt. or other organizations.
- (g) Certified extracts of the Bank Account containing transactions during last three consecutive years.
- (h) Experience certificate of providing manpower services to Government Department/PSU etc.
- (i) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.

8. Any conditional bids shall not be considered and liable to be out rightly rejected.

9 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. 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.

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

11. The Financial Bid of only those bidders 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 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.

However the undersigned does not bind himself to accept the Lowest quotation and are reserves the right to accept the quotation in whole or in part.

12. The Principal of the KV MIAO reserves the right to annul any or all bids without assigning any reason.

13. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office or in North-East States. In case there is no branch office, the successful bidder will have to open its branch office within two months of the signing the agreement and submit the proof of same mentioning the vital information and copy of documents duly certified by the bidder.

14. 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.

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

Quoted Price:-

(a) The Bidder shall quote unit rate which shall comprise of monthly remuneration , EPF, ESI & other statutory costs and Service charges (including profit and administrative charges) in the Format of quotation only attached format

(b) 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 charge will be accepted and not an any additional liability i.e % of profit/service charge/s etc. As such, bidder while submitted the bid should specifically, quote the rate etc. in this regard.

(c) All the amounts should be quoted in whole Rupee.

(d) Rates of wages should be quoted on format attached including all taxes and expenses as per latest Central Govt. / ARUNACHAL Govt. or North-East State Govt. rates of minimum wages whichever is higher(e) Each Bidder must submitted only one Bid with printout of govt. order letter

TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfil 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 five years' experience in providing manpower to Government Departments/Public Sector Companies/Banks etc. The Service Provider should have executed a minimum of three such manpower deployed contracts in North-East State during the preceding three year period. (proof in this regards should be attached)
3. The Service Provider must show a minimum turn-over 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/Firm/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 regard.
5. The Service Provider Company should be duly registered with the GST Authorities and having valid labour Registration license under Contract Labour (Regulation & Control) Act, 1970.
6. The Service Provider must be registered with the appropriate Govt. Authorities, i.e. Labour Commissioner, **License under PSARA Act. 2005**, EPF, ESIC etc., and a latest copy of the registration should be submitted.

7. The Service Provider should have its own Bank Account.

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

Sr. No.	Designation of employee	Age of Employee	Qualification	No. of post
1	Security guards (without Arms) for round the clock security services	Above 18	He must be physically fit and Mentally sound and should be fit to work even in odd hours	3
2	Unskilled worker (for cleaning and sweeping work)	Above 18	He/she must be physically fit and Mentally sound and should be fit to work even in odd hours	1
3	Gardener (unskilled worker for gardening	Above 18	He/she must be physically fit and Mentally sound and should be fit to work even in odd hours	1

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 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.
3. The Agreement may be extended over satisfaction of K.V. Miao Authority, 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.
4. 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 / Permission of the Competent authority of KV MIAO .
5. The Service Provider will be bound by the details furnished by it to the competent authority of KV MIAO 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.

6. The Service provider shall nominate a coordinator at Vidyalaya Level who shall be monitor and responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.

7. The entire financial liability in respect of manpower services deployed in the KV MIAO 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 MIAO.

8. 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.

9. 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 MIAO.

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

11. The KV MIAO 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.

12. The persons deployed by the Service Provider shall neither 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.

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. 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.

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

17. 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 MIAO. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

18. The remuneration shall be disbursed through bank (NEFT/RTGS/ECS) to the persons deployed to KV MIAO by Service Provider Agency.
19. The Service Provider Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV MIAO as per the monthly remuneration quoted without any deduction and aquitance certificate will be submitted with bill.
20. The Service Provider Agency will submit the invoice/bill along with proof of disbursement and payment of statutory obligation such as EPF, ESI, and any other applicable tax. In respect of the employees provided to the KV MIAO.
21. 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. KV MIAO 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.
24. In case of absence on any working day, the monthly remuneration will be regulated on pro rata basis.
25. In case of any loss, theft/ sabotage caused by/attribution to the personnel deployed, the KV MIAO reserves the right to claim and recover damages from Service Provider.
26. The antecedents of all the workers will be got verified from the police by the Service Provider Agency and submitted to KV Miao Authority.

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 60 years as well as physically fit and mentally alert. The contracting Agency will also ensure that the security guards/security supervisors are free from any infectious disease before deployment for work.
- b) The KV MIAO shall provide a small guard room/ space for Security Guards deployed by the Contracting Agency. No name plate of agency shall be allowed on the room.
- c) The contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with Insignia.
- d) Deployed Security personals will arrange their residence on their own expenses out side Vidyalaya.

LEGAL

27. 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.

28. 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 MIAO.

29. 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 MIAO.

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

31. 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 .

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

33. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the KV MIAO provided to the manpower deployed by the Service provider due to the negligence or willful damage as assessed by the KV MIAO.

34. 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 MIAO will have no liability towards nonpayment 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 MIAO by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

35. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

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

37. 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.

FINANCIAL

36. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of (Rs. 25000/-, refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of "Kendriya Vidyalaya MIAO Vidyalaya Vikas Nidhi VVN AC" failing which the tender shall be rejected out rightly.

37. 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 bidder, 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.

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.

40. 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 KV MIAO 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 KVS for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

41. **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.**

42. The KV MIAO 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.

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

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and 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 :

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

APPLICATION- TECHNICAL BID

(For-Providing Manpower Services to KV MIAO)

- 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:

- a. Telephone No. :
- b. FAX No. :
- c. E-Mail Address :

5. Full address of Operating / Branch Office:

- a. Telephone No. :
- b. FAX No. :
- c. E-Mail Address :

6. Name & telephone no. of Authorized :

Officer/person to liaise with Field Office(s)

7. Banker of the Service Provider: :

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. PSARA License No. Valid Up to

14. Financial turnover of the tendering Service Provider for the last 5 consecutive financial years.

Sl. No.	Financial Year	Amount (in Rs.)	Remarks (If any)
1	2016-17		
2	2017-18		
3	2018-19		
4	2019-20		
5	2020-21		

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/ email address	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, 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 Security, Conservancy & Gardner at KV MIAO

1. Name of tendering Company /Firm /Agency _____

2. Rates per person per months (round the clock for security and 8 hours for conservancy staff)

ANNEXURE- 'A'

FORMAT OF BID

S.NO	Category of manpower	Number	Unit Monthly remuneration		**EPF rate 13.36 % on wages + VDA	ESI rate 4.75% on wages + VDA **	Service charges/ Charges of uniform/ including overhead profit	Monthly unit rate (col. 4+5+6+7)	Total monthly cost (for the number of persons at column 3)
			Wages	VDA					
1	2	3	4		5	6	7	8	9
1	Conservancy Staff (unskilled worker for cleaning and sweeping)	01							
2	Security personnel's without arms	03							
Total Cost of wages									
Cost of material for cleaning and sweeping									
Total Monthly Cost									
Total Monthly Cost (in words)									

**** As per latest rates**

Quoted Price:

- a) The Bidder shall quote unit rate which shall comprise of monthly remuneration , OTA rate, EPF & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation only attached .
- b) The Service Tax and any other such Tax liable to be paid by the client shall be quoted by the Bidder separately.
- c) Hourly rate of OTA should not exceed monthly remuneration.
- d) 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.
- e) Correction, if any, shall be made by crossing out, initialing, dating and rewriting... 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.

Eligibility:

- a) The Bidder should have the experience of providing similar work during last 5 years in any of the Central/State Departments/PSU/Educational Institute/Local Bodies etc, proof of this effect to be attached for at least 03 organizations.
- b) The Agency should submit a declaration for not being blacklisted by any govt. or other organizations.
- c) The Agency should have valid Security License issued by Home Department.
- d) The Company/Firm should have Trade License for undertaking the job.
- e) The Company/Firm should comply with the provisions as provide under Labour Laws.
- f) The Company/Firm should have its registered/well established office(s) at MIAO/ Manipur.
- g) The Company/Firm should have rendered satisfactory service in the field to reputed organizations for at least five years.
- h) The Company/Firm should have infrastructure strong enough to meet the requirement of KV MIAO No, MIAO (W)

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.
 - 3. All amounts should be quoted in whole Rupee
 - 4. Duly filled in format should be typed in the letter head of the Firm.

APPENDIX: 'B'

CONSERVANCY MATERIAL (Approximately) REQUIRED PER MONTH FOR CLEANING AND SAFAIWALA

Good Quality of Acid-30liters, Phenyl-60liters (Good Quality), Detergent-5kg, Toilet Cleaner-10 liter, Bleaching powder-15kg, Odonil & Naphthalene Brooming and Dusting Material, Hand Gloves, srubber10, Masks in sufficient quantity **etc.**

All (15 pages) should be duly signed by the bidder before submission of the Tender.

