



तत् त्वं पुष्यन् अथावु
केन्द्रीय विद्यालय संगठन

केन्द्रीय विद्यालय ए एस सी सेंटर (द),
न०.१, विक्टोरिया रोड, बेंगलुरु - ५६००४७
KENDRIYA VIDYALAYA ASC CENTRE (S)
No.1 Victoria Road, Bengaluru 560 047.

F.QTN/SEC/KV-ASC/2017-18/

Date :06-03-2017

Address

TENDER DOCUMENT

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

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 KVS (**Kendriya Vidyalaya, ASC Centre (South)**) 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 01-04-2017**, which may likely to be extended, as indicated below:

S.No.	Category of Manpower	Nos.	Minimum qualifications or/and experience
1.	GARDENING SERVICE	03	CLASS VIII STANDARD ONE GARDENER AND & TWO ASSISTANT GARDENER SHOULD BE AVAILABLE IN THE VIDYALAYA CAMPUS WITH EIGHT HOURS DUTY AS PER CENTRAL LABOUR RULES.

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

S.No.	Category of Manpower	Responsibilities
1.	GARDENING SERVICE	ONE GARDENER & ONE ASSISTANT GARDENER SHOULD BE AVAILABLE IN THE VIDYALAYA CAMPUS BEAUTIFICATION OF VIDYALAYA AND 01 ASSISTANT GARDENER FOR HOSTEL.

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) **as per Central Govt. minimum wages act** 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) Hourly rate of OTA should not exceed monthly remuneration
30X8
- (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.
- (f) The Bidder shall deposit Rs.10000/- in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of **VIDYALAYA VIKAS NIDHI ACCOUNT, KV-ASC Centre (South)**, payable at **BANGALORE** as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (g) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of Rs. 25000/- 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.
- (h) 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 remuneration shall be disbursed through cheque at **KV ASC CENTRE** premises in the presence of representative of the **KV ASC CENTRE** or its constituent.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the **KV ASC CENTRE** as per the monthly remuneration and OTA charges quoted without any deduction.
- (c) The Contracting Agency will submit the invoice alongwith proof of disbursement in triplicate after making the payment to the employees provided to the **KV ASC CENTRE** supported with the following documents :-
- (i) Details of disbursement made to the staff furnishing cheque details for each payment,
 - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

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

- (d) 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.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.

(f) The normal office hours of KVS is from am to pm five/six days from Monday to Friday/Saturday. However, KVS reserves the right to request the services on Saturday/Holiday/beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.

(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 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 ASC CENTRE** 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 KVS shall be made within 24 hours.

(i) The contracting Agency will be required to sign a contract with the **KV ASC CENTRE** 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 / 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:

- (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 Service Tax Registration.
- (ii) Remuneration of staff, quoted below minimum wages applicable for clerical and non-technical supervisory staff, in the **GARDENING SERVICE** (name the state/UT) 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 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 7.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 1 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 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 quote the Sealed Bids superscribed on the envelope as "Bids for providing **GARDENING SERVICE** BY SPEED POST/REGISTER POST ONLY on service charge basis" due on 25-03-2017 latest by 2.00 pm and tender will open on 27.03.2017 at 2.00 p.m.

The Indentor 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,

PRINCIPAL
For and on behalf of the
Kendriya Vidyalaya Sangathan

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

- 1.1.1 THIS AGREEMENT made and entered into 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..... (herein 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] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.
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1 * In the format two types of brackets have been used. These are;

- | | | | |
|-----|--------------------------|---|--|
| (i) | Square Bracket [] | : | these brackets indicate the following; |
| (a) | [xxxxxxx] | : | 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 whichever applicable to 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 wherein 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

- 1.2.1 WHEREAS 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].
- 1.2.2 WEHREAS at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK). Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

1.3 SCOPE OF THE AGREEMENT

1.3.1 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

1.4.1 In consideration of the work to be carried 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

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

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

1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up 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.

1.5.4 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

1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower in the premises of the INDENTING OFFICE.

1.6.2 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.

1.6.3 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.

- 1.6.4 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 the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
- 1.6.5 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.
- 1.6.6 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 purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.7 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].
- 1.6.8 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 INDENDING 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 into and upon its premises where work is to be performed.
- 1.7.3 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.
- 1.7.4 INDENTING OFFICE will make payment of overtime charges per man hour on prorata basis with reference to the agreed rate in this contract
- 1.7.5 INDENTING OFFICE will set up 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 service deployed as stated vide provision 1.5.3 above.

1.8 COMPLETION

- 1.8.1 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 set up vide provision 1.5.3.

1.9 CONFIDENTIALITY

- 1.9.1 during the tenure of the Agreement and [.....years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof 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 FORCE MAJERE

- 2.1.1 Neither party shall be held 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 thereby shall give a notice in writing to the other party within 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 date.
- 2.2.2 The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.
- 2.2.3 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise 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.
- 2.2.4 In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto 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 refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

2.3 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 if the same shall have been delivered to, left with or posted by registered mail to the INDENTING OFFICE at its registered address at [New Delhi / name of the city],

2.4 AMMENDMENTS OF THE AGREEMET

2.4.1 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 they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

2.5.1 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 conditions as may be mutually agreed upon.

2.6 DISPUTE SETTLEMENT

2.6.1 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 the shall be final and binding on both the parties

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore

Parties

For and on behalf of KVS INDENTING OFFICE

Signature

Name

Designation

Seal

Witness (Name and Address)

- 1.
- 2.

For and on behalf of CONTRACTING AGENCY

Signature

Name

Designation

Seal

Witness (Name and Address)

- 1.
- 2.

FORMAT OF BID FOR GARDENING SERVICE

Annexure A

(All figures in Rs.)

S. No.	Category of Manpower	Number	Unit Monthly remuneration	EPF rate @.....	ESI Rate @.....	Service charges including overhead and profit	Monthly Unit Rate (Col.4+5+6+7)	Unit OTA rate per hour	Total monthly cost (Col. 8x3)
1	2	3	4	5	6	7	8	9	10

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

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 : _____
 Date & Time : _____