



केन्द्रीय विद्यालय सिलचर

KENDRIYA VIDYALAYA SILCHAR

शिक्षा मंत्रालय, भारत सरकार/under Ministry of Education, Government of India

चांदमारी रोड, टी.वी. सेंटर के समीप, तारापुर , सिलचर-788003 (असम)

Chandmari Road, Opposite T.V. Center, Tarapur Silchar - 788003 (Assam)

TELE : 03842-245417 Website:<https://silchar.kvs.ac.in/> E-Mail:kvsilchar1@gmail.com

U-Dise. 18210502807 School Code: 39262 Affiliation No: 200023

Ref. No. 1891089/406 /KV-Sil/2019-20/

Date :12.11.2020

TENDER DOCUMENT (For Security Services)

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

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 transferrable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the Kendriya Vidyalaya , Silchar 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. date of agreement which may be extended by another one year, as indicated below:-

S.No.	Category of service	Nature of job	Qualification and experience
1	Security of the office premises by deploying three male security guards, each for 8 hours duration in succession for 24 hours.	Semi skilled category. To provide security. Regulate and direct. the visitors coming to office. Any other task assigned by the office according to their abilities.	Middle Standard- Class VIII-, 2 years of experience of similar work, sound physique, Age- 18 to 50 years, non smoker and free from other bad habits.

3. Quoted Price:

- The Bidder shall quote unit rate (Rate for one guard under semi skilled category) which shall comprise of monthly remuneration, OTA rate, EPF,ESI & other statutory costs and Service Charges (including profit & administrative charges in the format of quotation only (attached Annexure-A.). Unit rate will not change during the contract period. Statutory costs are amendable in view of any changes notified.
- The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- Hourly rate of OTA should not exceed monthly remuneration
- The Bidder shall deposit Rs.5,000/- in the form of Demand draft/Pay Order in favour of KV Silchar VVN Account Silchar payable at Silchar 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 Demand Draft for an amount @ Rs.15,000/- per person, in favour of KVSilchar VVN Account, Silchar. 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 deployed to office premises as per the quoted monthly rate without any further deduction which will not be less than the minimum rate under **semi skilled category** prescribed by the state government
 - b) The Contracting Agency will submit the invoice/bill along with **proof of disbursement** in triplicate after making payment to the employees deployed in the office premises supported with the following documents:-
 - i) Proof of payment to the employees deployed in the office.
 - 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/bill.
 - c) 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.
 - d) The Contracting Agency shall comply with all statutory obligations.
 - e) It is mandatory for the contracting Agency to submit the attested copy of license obtained from the Home Department/Authorized Govt. office for running the business of Private Securing / conservancy Services failing which the bid will be treated as disqualified/non-responsive.
 - f) The normal office hours of KV Silchar is 7.00 am to 3.30 pm Six days days from Monday to Saturday. However, the Contracting Agency will provide the Securing Services round the clock all the days in a month. KV Silchar may request for extra manpower for which they will be compensated as per the rate quoted. In case of disruption in service proportionate deduction will be made and a penalty of cut not exceeding 1 % of monthly value for each disrupted day shall be likely to be imposed. Submission of agency shall be kept in consideration.
 - g) The guards provided by the Contracting agency shall be accepted only after scrutiny by KV Silchar. Therefore **three copies bio-data of each person shall be made available**. The agency shall be responsible for their conduct and integrity. Any loss accruing to the office due to their negligence shall be recovered from the agency.
 - h) The contracting Agency will be required to sign a contract with the KV, Silchar as per the Model Contract enclosed for ready reference. The other terms & conditions specified in the bid document and accepted bid will also form the part of the Model Agreement.
 - i) The antecedents of all the workers will be **got verified from the police** by the Contracting Agency before deployment for work.
 - j) The contracting Agency shall provide to their security guards with impressive summer uniform as well winter uniform with insignia.

7. Evaluation of Bid:

The KVS 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) Evidence to establish that the bidder has successfully executed contracts of similar nature 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) Attested copy of License for running the business of private security agencies.
- e) PAN No. and current IT clearance certificate
- f) Attested copy of proof of EPF registration
- g) Attested copy of proof of ESI registration
- h) Attested copy of proof of Service Tax Registration
- i) The Bidder shall deposit Rs. 5,000/- in the form of Demand Draft drawn in favour of KV Silchar VVN Account, payable at Silchar 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 if found **quoted below minimum wages** applicable under Central/State Govt. norms (whichever is higher) for semi-skilled category shall render the **Bid disqualified** for evaluation.

III. The Evaluation of responsive bids will be done basically on three things, viz., Experience in the last 3 years of similar work of substantial size as evidenced by copies of work order and value of work order, Experience in the last 3 years of similar work in several offices as evidenced by copies of work orders received from the offices and the rate quoted by the agency.

8. Award of Contract:

- a) The KV Silchar will award the contract to the bidder whose Bid has been evaluated and found fit to carry out the work.
- b) 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

Sealed Bids super scribed on the envelope as “Bid for providing Security Services in KV Silchar on service charge basis shall be submitted on or before 07.12.2020 latest by 2.00 PM. Through Regd./ Speed Post. The KV Silchar shall receive the Bid in the format attached herewith through **Speed/Registered Post only**.

The quotation will open at 2.30 pm on 07-12-2020, Quotationer or his authorized agent may present at the opening quotation at the office of the Principal, K V Silchar.

PRINCIPAL
K V SILCHAR

FORMAT OF BID

S.No.	Category of Manpower	Number	Unit monthly remuneration	EPF rate	ESI rate	Service charges/charges of uniform/bonus etc. including overhead profit	Monthly Unit Rate (Col. 4+5+6+7)	Total monthly cost (col. 8x3)
1	2	3	4	5	6	7	8	9

NOTE: In case of discrepancy between price and total price, the unit price shall prevail.

We agree to provide the above service of manpower. We have read the bid document and agree to provide the service as per the bid document 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 with Seal of the Firm / Agency: _____



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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 transferrable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the Kendriya Vidyalaya Silchar 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. date of agreement which may be extended by another one year, as indicated below:-

S. No.	Category of service	Nature of job	Qualification and experience
1	Cleanliness and beautification of the office premises by deploying 05 sweepers/ cleaners of which one must be a female. The unit rate will be exclusive of materials. The KV Silchar shall provide cleaning materials such as broom, phenyl, soap, deodorants etc.	Semi-skilled category. To keep the office premises neat and clean by sweeping, mopping, Cob web cleaning, dusting the floor, walls, ceilings and displayed materials. To wash 9 toilets and bath twice a day. Any other work of their abilities	Literate, 2 years of experience of similar work, sound physique, Age- 18 to 50 years, non-smoker and free from other bad habits.
2	Dak Services-	To Assist office, Das, Post Office Bank work etc.	Class-X with age of 18 to 50 years, 2 years of experience of similar work, sound physique, Age- 18 to 50 years, non-smoker and free from other bad habits.
3	Gardener	Maintenance of Garden	Literate, 2 years of experience of similar work, sound physique, Age- 18 to 50 years, nonsmoker and free from other bad habits.
4	Operator service	Electrical/Plumbing Work, operator of Motor etc	Class –VIII Pass Literate, 2 years of experience of similar work, sound physique, Age-

			18 to 50 years, nonsmoker and free from other bad habits. ITI Certificate holder is preferable
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3. Quoted Price:

- a) The Bidder shall quote unit rate (Rate for one guard under semi skilled category) which shall comprise of monthly remuneration, OTA rate, EPF,ESI & other statutory costs and Service Charges (including profit & administrative charges in the format of quotation only (attached Annexure-A.). Unit rate will not change during the contract period. Statutory costs are amendable in view of any changes notified.
- 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 Bidder shall deposit Rs.5,000/- in the form of Demand draft/Pay Order in favour of KV Silchar VVN Account payable at Silchar 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 Demand Draft for an amount @ Rs.15,000/- for per person engaged ,in favour of KVSilchar VVN Account, . 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.
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agency shall be responsible for their conduct and integrity. Any loss accruing to the office due to their negligence shall be recovered from the agency.

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NOTE: 1. **Service Tax shall be quoted separately**

2. In case of discrepancy between price and total price, the unit price shall prevail.

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 with seal _____

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this _____ 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 (hereinafter 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.

1. In the format two types of brackets have been used. These are;
 - (i) Square Bracket : these brackets indicate the following;
 - a) (xxxxxx) : 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/infor) (name the area of service contract)

1.2.2 WHEREAS..... 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 hereinafter 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.

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 mid term of contract period. If at any stage the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and 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 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 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.9Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week).

1.6.8 Liquidated damage 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 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 prorated basis after deducting the days of absence without suitable replacement or poor performance.

1.7.4 INDENTING OFFICE will make payment of overtime charge per man hour on prorated 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.

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.

1.9.1 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, DURATION, 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 (name of city)

2.4 AMENDMENTS OF THE AGREEMENT

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 specially 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 & on behalf of KVS (INDENTING OFFICE) For & on behalf of CONTRACTING AGENCY

Signature

Signature.....

Name

.....

Name

Designation

Designation.....

Seal

.....

Seal

Witness (Name and Address)

Witness (Name and Address)

1.

1.

2.

2.