

No. F. 2157/Outsourcing Staff/2023-24

Dated: 04.01.2024

NOTICE INVITING E-TENDER THROUGH GeM (PORTAL) OR PROVIDING GARDENING SERVICES AT KENDRIYA VIDYALAYA SUNDERBANI-(J&K)

1. The Kendriya Vidyalaya Sunderbani 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. E-tender through GeM Portal under two Bid system from eligible Manpower Service Providers having a valid license to provide GARDENING SERVICES, from the UT of J&K is invited for providing Sweeping, Moping, cleaning Services of the office of the Kendriya Vidyalaya Sunderbani BSF Campus (J&K) and its premises and building for an initial period of one year w.e.f. 04.02.2024 to 03.02.2025 which can further be extended/renewed for a period of one year with mutual consent of both parties. They should be registered with central/state Labour Department and possesses a valid Labour Licence und -r the provisions of Contract Laboui (Regulation and Abolition Act), 1970 and also registered with, ESIC, EPF GST and having executed similar work satisfactorily during the last three financial years either with the KVS or iii Govt. Department /Public sector undertaking. Tender document (including additional documents) is available online on GeM Portal as well as on the website of this office (https://bsfsunderbani.kvs.ac.in/)

The bid received in physical mode shall not be considered at all

The details of the services to be provided are as follows:

S.N	Category of Manpower/ Safai Karmchari		Minimum qualifications or/ and experience	Responsibilities
		required.		
1	Gardener (i.e. Mali as enumerated in the terms & condition.	01 (One)	ApplicableasperStatutory rules.Personshavingexperienceof	Entire Building of Kendriya Vidyalaya Sunderbani (in and around the premises)
			working in Govt. Offices shall be preferred.	

TENDER SCHEDULE

Name of the work	E-tender for providing Gardener (Mali) on outsourced basis at the O/O the Kendriya Vidyalaya Sunderbani-(J&K) as detailed at Para 2 above.		
Estimated cost for one year contract	Rs. 2, 00,000/- Approximately. (Two Lakhs only.)		
Last date of submission of tender	As per Bid specification uploaded on GeM Portal.		
Date and time of submission of e-	As per Bid specification uploaded on GeM Portal.		
tender.			
Date and time of opening of online	As per Bid specification uploaded on GeM Portal.		
tender.			
Earnest Money Deposit (EMD) (if	Declaration to be submitted as per OM No. F.9/4/2020-PPD dated		
applicable) in required form to be sent by Post / Delivered in hand on	12.11.2020 of Dept. Of Expenditure Procurement Policy Division,		
or before the last date of submission	Ministry of Finance. Bidders are required to sign a Bid securing		
of E Tender (Technical).	declaration in Annexure III' accepting that if they withdraw or		
	modify their bid during the period of validity, or if they are awarded		
	the contract and they fail to sign the contract or to submit a		
	performance security before the deadline defined in the request for		
	Bid document, they will be suspended for the period of time specified		
	in the tender document. It is to be submitted along with technical bid.		
Performance Security Deposit (if applicable) to be deposited by the successful bidder.	3% of the value of the contract to be rounded off to the nearest rupee to be deposited at the Account No. 661602050000009 IFSC Code UBIN0566161, Bank Name UBI Rajouri, through RTGS/NEFT		
Validity of Bid	The Bid shall remain valid for a period 90 days from the date of		
	opening of the tender. Tenderer shall not be entitled during this		
	period of one hundred eighty days, without the consent in writing of		
	KVS to revoke or cancel his tender or to vary the tender submitted or		
	in term thereof. The KVS shall communicate the acceptance of		
	tender to the successful tenderer(s).		

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General Terms and Conditions

- (a) The remuneration on monthly basis shall be paid directly into the account of the staff
 so engaged and a detail of such payments supported by bank challan duly stamped shall
 be provided to the o/o the Principal, Kendriya Vidyalaya Sunderbani
- (b) The Contracting Agency will ensure payments by the 5th of every succeeding month to their employees provided to the Kendriya Vidyalaya Sunderbani as per the monthly remuneration quoted without any deduction.
- (c) The Contracting Agency will submit the invoice alongwith proof of disbursement after making the payment to the employees provided to the Kendriya Vidyalaya Sunderbani supported with the following documents:-
 - (i) Details of disbursement made to the staff furnishing details for each payment.
 - (ii) The payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax will be made only on production of proof of such deposits with concerned authorities. In absence of proof the amount towards these taxes will be deducted from the bill and payment will be made for monthly remuneration only.
 - (iii) Payment to the Contracting agency will be released within 05 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 Indenter/Client.
- (f) The normal office hours of Kendriya Vidyalaya Sunderbani are from 09 AM to 04 PM
- (g) In case of absence on any working day, the monthly remuneration will be regulated on pro- rata basis as per the following formula:

Total Monthly Remuneration -- Monthly remuneration -A; where A, = <u>Monthly remuneration</u> X Nos. of days of absence Nos. of days in the month

(h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by the KV. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal interview also. No Conveyance or any other charges will be paid by Kendriya Vidyalaya Sunderbani. 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 the KV shall be made within 24 hours.

(i) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya Sunderbani as per the Model Contract. 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/attributable to the personnel deployed, the KV reserves the right to claim and recover damages from Contracting Agency.

(k) The agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.

(1) The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**

(m) It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

(n) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. The person deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Kendriya Vidyalaya Sunderbani.

(o) The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

(p) The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after empire of the contract.

(q) That the uniform shall be supplied by the contractor at his own cost to the persons deployed for this work shall as apron, hand gloves etc, that in view of COVID 19 face mask and sanitizers shall also be provided periodically by the contractor.

(r) The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to this Office.

(s) The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering either individually or in groups.

(t) Payment to the contractor will be made by NEFT/RTGS/PFMS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.

(u) Minimum wages as fixed and revised from time to time by the office of the Chief Labour Commissioner (central) as applicable to "GARDENING" should be paid by the contractor.

(v) Whenever Minimum wages is revised by the respective Labour authorities, it shall be duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then re-imbursement may be claimed from

(w) The administrative issues like leave, weekly off etc., of the GARDENING personnel are responsibility of the contractor.

(x) The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.

(y) The list containing the names, verified addresses, affixing a photograph along with the signature of each employee appointed by the Agency shall be made available to the Kendriya Vidyalaya Sunderbani. No enhancement in the agreed rates will be allowed during the Contract period except statutory revision if any.

(z) The contracting agency will get allotted with activated UAN (Universal Account Number) for all members/staff duly linked with their mobile numbers so as to enable them to receive SMS by them about EPF credits every month. Also ensure to get them e-passbooks from EPFO website.

(A) <u>TERMS AND CONDITIONS FOR GARDENING SERVICES /JOB ETC FOR KENDRIYA</u> <u>VIDYALAYA SUNDERBANI</u>

1.	Name of the KV	- Kendriya Vidyalaya Sunderbani –(J&K)
2.	Address/Location of the Building	- BSF Campus Sunderbani Distt Rajouri (J&K)
3.	Area of the Building including	Floor Area of the Building, open space and gardens of the Vidyalaya.
4.	No. of days during the Month for - Which the services are required	All days except Sundays and Gazetted holidays unless otherwise required

5. That **the agency would** undertake **to engage, employ and** provide **the requisite number of experienced** personnel as detailed above for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. The person so deployed shall be exclusively for duties in O/O Kendriya Vidyalaya Sunderbani. They should not be asked to do duty in any other **organization beyond eight** hours duty in KVs. Daily **routine** of duty shall be from 09 AM to 04 PM. or as may be decided by the Principal, Kendriya Vidyalaya Sunderbani

6. That the Kendriya Vidyalaya Sunderbani on its part shall not be liable to pay any charges, 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.

(B) JOB DESCRIPTION & SCOPE OF WORK

Developing, Maintenance, upkeep of gardens, play-fields and compound of the Vidyalaya and whatever the work assigned by the Principal. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender Documents (Daily Work or as may be decided by the Vidyalaya)

1. That the agency shall provide Gardening arrangements for entire Kendriya Vidyalaya campus located at Sunderbani with effect from (as per agreement).

2. a) The contractor is to employ adequate number of trained gardeners for providing gardening services in the entire Vidyalaya campus – entrance area & potted plants, lawn, staff quarters area.

b) The Gardener employees should be deployed for all days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for Gardening, etc on holiday(s) whenever required will be paid on pro-rata basis.

c) Developing Lawns & Gardens of the Vidyalaya by cutting of bushes, cleaning of weeds & hedges, putting annual and seasonal flower plants and ornamental plants, watering, cutting and pruning of plants.

d) Maintaining of the lawns and gardens by watering, cutting, pruning & weeding, putting new annual and seasonal flower plants and ornamental plants, and putting pesticides and manure, ant termite treatment with termicides etc., as the sole responsibility of the agency.

e) All sorts of tools and implements and other materials needed for the maintenance of the lawns and gardens will be provided by the Vidyalaya.

f) Wild growth of grass, bushes and trees in the lawn, sports ground, staff quarters and entrance area is to be cut regularly and disposed of away at a place acceptable to Municipal committee.

g) All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted /replaced.

h) All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.

3. That the agency would engage, employ and provide the requisite number of trained gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.

4. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it and it will be recovered from the agency.

5. That the tenure of the service provides complete continuous gardening measures throughout the year to the Vidyalaya.

6. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the Contract.

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 personal which shall be the responsibility of the Agency only who shall be the employee of such personnel.

8. Any other task assigned by the Head of the Institution.

Evaluation of Bid:

Following two parts shall be submitted through online at GeM portal by the contractor.

- 1. Bids, in respect of which EMD (if applicable) declaration has been furnished, will only be considered for technical evaluation.
- 2. Financial bids of technically qualified bidders will be considered for financial evaluation.
- 3. **Technical** Part: Bids of those contractors will be opened who will attach below listed documents in the absence of which the bid will be treated as non-responsive.
 - (a) Brief profile of the company with registered address.
 - (b) Copies of income tax returns for the last three (03) financial years.
 - (c) List of Govt. clientele during last 3 years along with cost of assignment.
 - (d) PAN No. of the <u>Firm/Regd. Company</u> and Current IT clearance certificate.
 - (e) Attested copy of proof of EPF registration.
 - (I) Attested copy of proof of ESI registration.
 - (g) Goods and services Tax (GST) Registration.
 - (h) Bid security declaration.
 - (i) Copies of balance sheet for the last three financial years.
 - (j) Valid establishment Regn./In-corporation Certificate under Co-Operatives societies Act/ Shops and commercial Establishment Act-1961/Indian companies Act etc., if applicable.
 - (k) Valid Registration Certificate with Labour Commissioner/Licensing Officer and a copy of valid license.

FINANCIAL PART OF BID

- Contractors are requested to submit the price part of the Bid as per procedure provided in the GeM Portal. Annexure-VI regarding wage structure should be kept in mind while quoting price.
- All bids shall remain valid for 90 days from the date of the publish. A bid valid for a shorter period shall be rejected by the KV as non-responsive.
- The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall be as per Govt. of India Memorandum No. 6/1/2023-PPD dated 06.01.2023.
- 4) Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer i,e. Kendriya Vidyalaya Sunderbani shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
- The buyer organization is an educational institution which is NOT eligible for GST as notified by the Government of India.

Notification No. No. 12/2017-Central Tax (Rate) 28.06.2017

6) The e-Bid submitted shall be properly readable and encrypted as per GeM portal requirements.

Award of Contract:

- (a) The Indented will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as detailed above.
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated 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.
- Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the biding process and reject all Bids at any time prior to the award of the contract.
- (e) AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE IS TO BE SUBMITTED.
- (f) Bidder financial standing: The bidder should not be under liquidation; court receivership or similar proceedings should not be bankrupt.
- (g) Successful Bidder can submit the Performance Security (if applicable) in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Kendriya Vidyalaya Sunderbani VVN, Account No. 661602050000009 IFSC Code UBIN0566161 Bank Name UBI, Rajouri. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy/ proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
- (h) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

DISPUTE SETTLEMENT

It is mutually agreed that all difference and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations and if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Kendriya Vidyalaya Sunderbani whose decision shall be final and binding on both the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, the contractor shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jammu only.

The Courts at Jammu shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

TERMINATION OF CONTRACT

The contract may be terminated in the event of occurrence of any of the following contingencies:

a) Without any notice on expiry of the Contract Period.

b) By giving one-month advance notice by Kendriya Vidyalaya Sunderbani on account of:

(i) Losses suffered by the Kendriya Vidyalaya Sunderbani due to lapses on the part of the contractor/ his supervisor / workers/ guards.

(ii) For committing breach of the contract of any of the terms and conditions of the contract.

(iii) The contractor consistently provides unsatisfactory services.

(iv) On violation of any Labour Laws as per the statutory provisions.

(v) The contractor is declared insolvent by any court of Law.

(vi) The contractor assigns the contract or any part thereof to any other person for subletting whole or part of the Contract.

(viii) The contractor is not interested to complete / Continue the Contract.

"Provided that during the notice period for termination of the Contract, the Contractor shall continue to provide the services as before till the expiry of the Notice Period."

ANNEXURE — I (To be submitted with technical bid)

DECLARATION

 1.
 I, ______Soul Daughter /wife of Shri______Proprietor/

 Director, authorized signatory of the Agency/Firm, mentioned above, is 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 to 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/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. Company/Firm has done in past satisfactorily/disciplined work and not blacklisted in past by any client.

Signature of authorized person with date

Full Name

Place:

Seal:

Dated:

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PROFILE OF THE CONTRACTOR / TENDERER AND TECHNICAL REOUIRF.MF.NT

Sl.No.	Particulars	To be filled by the tenderer
	Name of the Agency / organisation fFirm with complete address, telephone number, Mobile number and the name of the contact person(s) and email IU	
2	Whether the organisation/ agency is private /PSU/ sole proprietor / Partnership/ Co-operative society etc. In the case of the firms other than the sore proprietor, an abstract copy of such resolution passed by the executive body authorising the specific officer/ partner for signing the documents for this tender to be attached.	
3	Registration details with Labour Licensing Officer/ Labour Commissioner and a copy of valid licence for providing Sweeping Cleaning services to be attached.	
4	Bid security declaration	
5	PAN Number (Copy to be enclosed)	
6	GST Number (Copy to be enclosed)	
7	EPF Registration number (Copy to be enclosed)	
8	ESI Registration number (Copy to be enclosed)	
9	Licence under "The Private Security Agencies (Regulation) Act, 2005(Copy to be enclosed)	
10	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India.	
11	Client list as per annexure V	
12	Bank account details of the contractor/ Firm / Agency	
13	Proof regarding local office	

EMD DECLARATION (IF APPLICABLE)

I/We hereby accept that if I/be withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract or to submit a performance security before the deadline defined in the request for proposals (RFP) document, I/We will be suspended for a period of six monks from being eligible to submit Bids/Proposals for contracts with the Office of the Kendriya Vidyalaya Sunderbani.

> Signature: (Authorised Signatory) Designation: Stamp:

Place: Date:

ANNEXURE—IV (To be submitted with technical bid)

DETAILS OF FINANCIAL STATEMENT, PROFIT AND LOSS STATEMENT DURING LAST THREE YEARS

SI.No	Financial Year	Income in Rs.	Expenditure in Rs	Net Profit/Loss in Rs.
1				
2				
3				

Signature:

(Authorised Signatory) Designation:

Stamp:

Place:

Date:

ANNEXURE — V (To be submitted with technical bid)

Details of the existing/previous contracts during the Previous Three Years only

Sl.No	Name and Address of the organization.	In Government/ Private Sector	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration Contract	
					From	То

Signature: (Authorised Signatory) Designation: Name of the Bidder:

TABLE-A

Present wage structure as per the notification of Chief Labour Commissioner (Central)New Delhi (for information only) (Revised rates w.e.f. 01-10-2023).

GARDNER (Un-skilled) per month

Description	Description of wages and allowances		Amount in Z (Per day per person)	Amount per person per month for 30 days.	Total Amount per /month
01	02	03	04	05	06
Gardner (Mali)	А	Rates of Minimum Wages (Basic + VDA)	504.00	15120.00	
(01 Nos. in		EPF @ 12 % of Basic + VDA	60.48	1814.40	
total)	С	EDLI @ 0.5 % of Basic + VDA	2.52	75.60	17577.00
	D	Admn. Charges (EPF) @ 0.5 % of Basic + VDA	2.52	75.60	17577.00
	Е	ESI @ 3.25 % of Basic + VDA	16.38	491.40	
	F	Total cost for 30 days (A to E)	585.90	17577.00	

Service Charge:

Description	Service Charge in terms of %	Service Charge in terms of Amount in Rs. To be rounded to the nearest Rs.	Total Amount (Inclusive of Service Charge)
Service Charge on basic wages plus VDA.			

Note:

1. The Service Charge quoted should be as per Govt. of India Memorandum No. 6/1/2023-PPD dated 06.01.2023.

2. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder as other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc are as per statutory provision and as detailed in Para 4 of the Financial Part of Bid.

3. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Signature of Owner/Managing Partner/Director Date:FullName: Place: Company's Seal: Dated: