

**Tender Enquiry**

**Total No of pages : 21**

TO.

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Our Ref (1064/01/Conservancy/APSY/22-23 dated 18<sup>th</sup> Aug 2022 and can be viewed at  
<http://www.apsyol.org>

**REQUEST FOR PROPOSAL FOR HIRING CONSERVANCY /GROUP 'D'  
STAFFS SERVICES AT ARMY PUBLIC SCHOOL YOL CANTT**

1. Quotations under two-bid system (Technical-Bid & Commercial-Bid) in sealed cover are invited for **HIRING OF CONSERVANCY /GROUP 'D' STAFF SERVICES AT ARMY PUBLIC SCHOOL YOL CANTT**. Detailed Scope of Contract and terms & conditions of the Contract are listed in Part I to V of this Tender. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The contract is concluded as per Govt. of Himachal State wages.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below :-

Ser No	Description	Details/Office
(a)	Queries to be addressed to	Principal, Army Public School Yol Cantt
(b)	Postal address for sending the bids	Army Public School, Yol Cantt Distt : Kangra (HP) Pin : 176052
(c)	Name and designation of the contact personnel	Mr Megh Raj Guleria Head Clk
(d)	Telephone number of the contact personnel	01892-235269/9877832001
(e)	Email ids of the contact personnel	apsyolcantt@gmail.com

3. This Tender is divided into five Parts as follows:

- (a) **Part I** - Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of Tenders, Validity period of Tenders, etc.
- (b) **Part II** - Contains essential details of Scope of Contract, Terms & Conditions, Consignee details etc.
- (c) **Part III** - Contains Standard Conditions of Tender which will form part of the Contract with the successful Bidder.



(d) **Part IV** – Contains Special Conditions applicable to this Tender and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This Tender is being issued with no financial commitment and the Customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the Tender, should it become necessary at any stage.

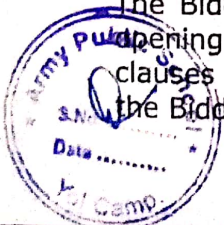


(Arjun Singh)  
Principal  
प्रिन्सिपल/प्रधानाचार्य  
Army Public School  
आर्मी पब्लिक स्कूल  
Yol Cantt/योल कैंट



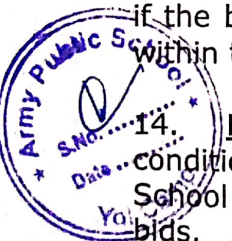
## Part I – General Information

1. (a) TENDER reference No. 1064/01/Conservancy/APSY/20-21 date 18 Aug 2022.
  - (b) Tender will be opened in two bid system: Technical bid and Commercial bid.
  - (c) Last date and time for collection of Tenders of bids - 05 Sep 2022 at 1200hrs.
  - (d) Last date and time for depositing the bids - 10 Sep 2022 at 1200 hrs.
  - (e) **Time and date for opening of Technical bid.** It should be submitted in format of enclosure – I (enclosed) in sealed cover indicating "Technical bid". Attested copies of all the documents mentioned in Enclosure – I along with EMD. Technical bids will be opened by a board of officer on 12 Sep 22 at 1100 hrs in the presence of Tenderer or their authorized reps who may be present at that time. (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer)
  - (f) **Time and date for opening of Commercial Bid.** Will be **intimated later** who qualified in technical bids. It should be submitted in format of Enclosure- II (enclosed) in a separately sealed envelope indicating "Commercial Bid". No documents are required to be attached with commercial bid. Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present Tender. Unreasonably inflated deflated bids may be avoided. Cutting/alteration absolute right to reject the Tender without assigning reason whatsoever it may be.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as "**TENDER for HIRING OF CONSERVANCY /GROUP 'D' STAFF SERVICES**" or sent by registered post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency). The bidders downloading the Tender from website would have to pay **Rs. 100/- (Non refundable) in the form of Cash/NEFT** as the cost of Tender before pre-bid meeting at this office of Army Public School Yol Cantt.
3. **Time and date for opening of Bids.** 12 Sep 22 at 1100 hrs (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Customer).
4. **Location of the Tender Box.** Envelopes containing Tender documents are to be dropped in Tender box placed at **Patiala Gate of Yol Cantt.** Only those Bids that are found in the Tender box will be opened. ***Bids dropped in the wrong Tender Box will be declared invalid.***
5. **Place of opening of the Bids.** Conference Hall, Army Public School Yol Cantt. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.





6. **Two-Bid system.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Customer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the Tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Customer in writing e-mail about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Clarification regarding contents of the Bids.** During evaluation and Comparison of bids, the Customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-Tender correction may invoke summary rejection with forfeiture of EMD. Conditional Tenders will be rejected.
11. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this TENDER.
12. **Validity of Bids.** The Bids should remain valid till 180 days from the last date of submission of the Bids.
13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 10,000/-** (Rupees **ten thousand** only) along with their Bids. The EMD may be submitted in the form of an Account Payee Demand Draft/ Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business EMD issued in favour of Army Public School Yol Cantt is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the expiring of contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their Tender.
14. **Pre-Bid Meeting.** In order to seek any clarification regarding terms and conditions of Tender the firms are requested to assemble at Conference Hall, Army Public School Yol Cantt **at 1200 hrs on 29 Aug 22** for pre-bid meeting prior submission of their bids. Any clarification sought after pre-bid meeting will not be entertained.





## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements** – List of services required is as follows:-

Ser No	Particulars	Total indls Contracted	Remarks
(a)	Conservancy/Group 'D' staff comprising of following staff:-		
	(i) Group 'D' Safai Karamchari(Female)	09	
	(ii) Group 'D' Safai Karamchari (Male)	06	
	(iii) Group 'D' Multitasking with safai work(Male)	03	
(b)	Scope of work as per Encl. III		

2. **Delivery Period/Period of Contract.** Delivery period for rendering of service would be within 07 days from the date of award of contract and the contract will be in force for one year subject to satisfactory performance of the services by contractor. Please note that Contract can be cancelled unilaterally by the Customer in case services are not rendered within the contracted period.

3. **Eligibility Criteria.** Firms fulfilling the following criteria are eligible to submit the Tenders:-

(a) Firm should have the following certificates/documents valid as on date of issue of this TENDER :-

(i) **ESIC Registration Certificate.** (Attested copies of ESI Certificate alongwith latest receipt of premium paid should be attached failing which the certificate /receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(ii) **EPF Registration Certificate.** (Attested copies of EPF Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate/receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(iii) **Service Tax certificate.** (Attested copies of Service Tax Registration Certificate along with latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(iv) **PAN Card.** Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).

(v) **Labour License.** Firm should be registered with the Ministry of Labour for hiring of labourers and copy of registration certificate is to be attached with the Technical Bid. The addresses mentioned in registration certificate should be same as that of the registered firm address.



4. **Technical bid.** The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per formats given in **Encl. I** and **Encl. II** respectively. The documents mentioned in para 3 above should be enclosed with the Technical-Bid. Bidders are also required to furnish clause by clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any.
5. **Manpower Requirement.** The contractor would require to provide at least 10 (ten) Female Safai Karamchhari, 05 (five) Safai Karamchhari Male and 03 (three) Multitasking with Safai Work (male) for execution of the proposed contract.
6. **Working days.** The Army Public School Yol Cantt will be functioning on all days of the month excluding holidays and Sundays. However, the employees so hired may be called during holidays as requirement basis.
7. **Attendance Register.** The contractor will require to maintain an Attendance Register and presence/absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority viz. **Principal Army Public School through Adm Supervisor** by 10:00 Hrs. on each working day. It should be responsibility of the contractor to ensure that 100% conservancy labourers are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments/PBG of the contractor. **A copy of attendance register countersigned by Principal Army Public School is to be submitted alongwith the monthly bills for payment.**
8. **Conservancy Staff.** To maintain high level of hygiene and cleanliness of as per **Encl III**, the contractor shall ensure that requisite number of conservancy staff shall always be present during the working hours.
9. **Signing of Contract Agreement.** The successful bidder/contractor will require to sign an agreement with the Customer within 30 days from the date of written intimation to this effect.
10. **Contract Operating Authority.** The conservancy contract for **Army Public School Yol Cantt**, will be operated by Adm Supervisor Army Public School Yol Cantt through its designated officers.
11. **Consignee details.** Army Public School,  
Yol Cantt,  
Distt – Kangra (HP)  
Pin - 176052





### **Part III - Standard Condition of Tender**

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

3. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

4. **Arbitration.** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. The Principal Army Public School Yol Cantt appoints arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules thereunder, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

5. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Customer.





6. **Agents/Agency Commission.** The Contractor confirms and declares to the Customer that the Contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Access to Books of Accounts.** In case it is found to the satisfaction of the Customer that the Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the Customer, shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract documents.** Except with the written consent of the Customer/ Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

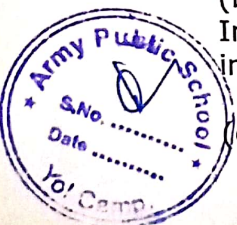
9. **Liquidated Damages.** In the event of the Contractor's failure to render the services in within the delivery period specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct liquidated damages from the Contractor as agreed, to the sum of 0.5 % of the contract price of the Delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

10. **Termination of Contract.** The Customer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the conservancy services is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.

(b) The Customer has noticed that the Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(c) As per decision of the Arbitration Tribunal.





11. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the Customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

14. **Amendments :** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15. **Taxes and Duties.**

(a) If Bidder desires to ask for excise duty or Sales Tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of Tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

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(d) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.



(e) Any change in any duty/tax upward/downward as a result of any statutory Variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Customer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.

#### **Part IV – Special Conditions of TENDER**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the TENDER mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Option Clause.** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

2. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply successful completion of this contract, the cost, terms & conditions and prices quoted by the seller.

3. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of Tender till placement of the contract, Buyer reserves the right to increase or decrease the quantum of goods/ services by upto 25% of the Tender quantum without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered has been increased or decreased by the Buyer within this tolerance limit.

4. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS. The payment will be made as per the following terms, on production of the requisite documents:

(a) The following components will be paid every month:-

- (i) Wages paid as per the Minimum Wages promulgated by HP Govt.
- (ii) Service Charges per month.
- (iii) EDLI & Admin Charges.
- (iv) Employer EPF share
- (v) Employer ESIC share
- (vi) TDS will be deducted as per policy on the subject at the time of monthly payment of the consolidated bill (ie. @ 2% of total bill).





(b) Monthly payment will be made against following documents:-

(i) Consolidated Bill by Vendor

(ii) Form of Register of Wages-Cum-Muster Roll duly signed by vendor, adm supervisor and countersigned by Principal.

(iii) Copy of EPF and ESI challan of respective month along with details of amount deposited in the account of each employee.

(iv) Certificate duly signed by contractor and countersigned Principal having paid minimum wages to the workers.

(c) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 10<sup>th</sup> of the month **along with attendance sheet on monthly basis** verified by the representative of the Customer. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The contractor shall also enclose a certificate on the bill of having paid minimum wages to the labourers as per rates promulgated by Govt. of HP. The payment will be made through SBI Bank Yol Cantt.

(d) The contractor shall introduce individual salary slip of employees and produce the proper details of payment made to the employees along with their individual salary slip.

(e) Amount of Penalty/ Risk Expense etc., if any, will be deducted from the billing amount

(f) The payment to the contractor will be made by Army Public School Yol Cantt through cheque.

(g) The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Govt. of HP, and will be subject to revision on revision of Minimum Wages by Department of Labour, Govt. of HP for which intimation letter shall be submitted by the Contractor along with copy of Govt. order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

6. **Advance Payments.** No advance payment(s) will be made.

7. **Paying Authority.** **Army Public School Yol Cantt**

The payment of bills will be made on submission of the following documents, whichever applicable, by the Contractor to the Paying Authority along with the bill:

(i) Ink-signed Contractor's bill.

(ii) Copy of attendance register duly signed by contractor, adm supervisor and countersigned by Principal Army Public School Yol Cantt.11

(iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).

(iv) Documentary evidence of EPF, ESIC contributions paid by the contractor.



8. **Penalty/Risk & Expense.** In case, the contractor fails to carry out on any day, any of the work mentioned in **Encl III** or falls short in providing requisite manpower, on account of such breach pro rata recovery through Risk & Expense along with penalty equal to **1% of the total monthly charges everyday of absence / short supply of manpower** will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the Principal Army Public School Yol Cantt which will be binding & final.
9. The Customer will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower's from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm .
10. In case of contractor failing to arrange proper **uniform** as specified in para 26 for his conservancy staff or failing to make payment within stipulated time i.e. by 7<sup>th</sup> of the month, contract will be terminated after issuing warning as per para 28 of part IV.
11. The Customer shall be entitled to deduct from the pending bills of the Contractor all such sums of money as may be claimed by the Government in terms of herein mentioned clauses of this agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the monthly payment bill/EMD of the firm.
12. **Force Majeure**
- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.





13. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy staff deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed conservancy contract as per the existing minimum wages promulgated by the Labour Department, Govt. of HP to the skilled/unskilled workers.

14. **EPF, ESI, EDLI.** The amount of EPF, ESI, EDLI shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account.

15. The Contractor shall obtain a valid licence from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days from the date of award of contract. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the Customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.

16. **The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986. Age for group 'D' should be between 21 years to 45 years.**

17. The Contractor shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

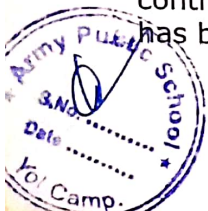
18. The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 7<sup>th</sup> day after the last of the wage period.

19. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

20. The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

21. The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

22. **Police Verification.** At all times, the contractor will be responsible to ensure that workers engaged by him are security cleared by Police Station of worker's residential area. Police verification is to be submitted within 10 days of commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/is involved in any activity against the interest of state.



23. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Army Public School Yol Cantt shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.

23. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The Army Public School Yol Cantt shall not be a party to any dispute arising out of such deployment by the contractor.

24. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the Principal Army Public School Yol Cantt.

25. **Uniform.** The Conservancy staff deployed by the Contractor shall be in distinct/neat uniform and pair of canvass shoes for men, and distinct sult with apron for women conservancy staff, with logo of the firm embossed. Samples of the **uniform** are to be approved by the Contract Operating Authority at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

26. The contractor shall make payment to the contract labour employed on monthly basis on or before the 7<sup>th</sup> of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7<sup>th</sup> of the following month. In case the contractor fails to make payment of wages within the period or makes short payment, Army Public School the right to make payments to the contract labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

27. **Warning Clause** . In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment:-

- |     |                            |   |  |
|-----|----------------------------|---|--|
| (a) | First Complaint            | - | Verbal Warning.  |
| (b) | Second & Third complaint - | - | Written Warning/Show cause notice.   |
| (c) | Fourth & Fifth Complaint - | - | Deduction of ¼ amount of the monthly bill.   |
| (d) | Sixth Complaint            | - | Issue of show Cause notice for termination of contract and PBG of the contract will be forfeited |





## **Part V – Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids/Quotations will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TENDER, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics of the equipment/items and terms & conditions as mentioned in the TENDER. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TENDER. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at **enclosure-„II“** to this Tender enquiry / TENDER. **All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which his bid will be rejected.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids.

(d) **No document is required to be attached with the commercial bid.** Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present Tender. **Unreasonably inflated or deflated bids may be avoided.** Cutting/alteration made in the Tender shall render it invalid. The Army Public School Yol Cantt reserves the absolute right to reject the Tender without assigning reason whatsoever it may be.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Customer.

## 2. **Service Charges & Uniforms**

(a) Service charges are to be quoted as a whole amount labourer for one month which may include the various components like for EPF & ESIC, , Profit, and tex (if any).

(b) A board of officers will check for a reasonable service charge for the said contract.

(c) The reasonable service charge and cost of uniforms will be checked by the board at the time of opening of commercial bids.

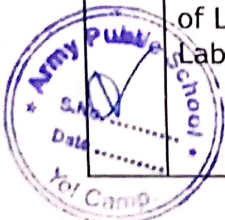
(d) The Tenders of the firms quoting unreasonably low service charges cost of uniforms and standard statutory components issued by HP Govt. will not be entertained and may be delisted from the given range of the services.

(e) The L1 firm will be the lowest acceptable quote other than those disqualified vide para (b) to (d) above.



**Enclosure. I****FORMAT FOR TECHNICAL BID**

Ser No	Description	Details to be furnished by the Tenderer	Documentary Evidence required to be attached	Compliance by the Tenderer (Yes/No)
1.	Name of the Company with registered address and phone/ fax/mobile Numbers (as per GST registration)		Registered address should be same as mentioned on EPF, ESIC, Service Tax and Labour Licence Certificate.	N/A
2.	Present address with phone/ fax/mobile numbers and name of contact person		N/A	N/A
3.	EPF Registration No. of the firm on the firm's registered address above (Attested Latest Challan)		Attested copies of EPF Registration Certificate along with receipt of last premium paid.	
4.	ESIC Registration No. of the firm on the firm's registered address above (Attested Latest Challan)		Attested copies of ESIC Registration Certificate along with receipt of last premium paid.	
5.	Service Tax registration No. of the firm on the firm's registered address above		Attested copies of Service Tax Registration Certificate along with receipt of last premium paid.	
6.	PAN No. in the name of firm or in the name of proprietor of the firm, in case of proprietary firm		Attested copy of PAN Card.	
7.	Whether recognized / licensed by the Ministry of Labour for employing Labour		Form „C“ issued by Department of labour or equivalent certificate / license.	





8.	Whether you are in a position to provide the required workmen regularly for the contract period (Answer in Yes/No. If No, indicate number of manpower you can supply, if contract is awarded to your firm)		N/A	
9.	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay Order alongwith its number, date of issue and issuing bank)		EMD to be submitted in original.	
10.	Whether you meet the eligibility criteria of work experience as mentioned in para 3(a) of Part-II of the TENDER/TE.		As indicated in para 3(b) of Part-II of the TENDER/TE.	
11.	Bank Solvency Certificate issued by the Banker of the Tenderer confirming that the Tenderer is maintaining his Bank Account satisfactorily for at least last three years from the present year		Bank Solvency Certificate to be enclosed either in original or photocopy of the certificate to be attested by bank.	
12.	Acceptance of All Terms & Conditions of the TENDER/TE.		N/A	

Office seal

Place:

Dated:

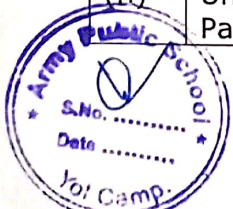
(Signature of the Tenderer)



1. Consolidated charges including service taxes, levies etc, on monthly basis for conservancy contract for Army Public School Yol Cantt.

Name of Firm \_\_\_\_\_

S/N	Requirement	Amount (in Rs)	Remarks
Group 'D' Safai Karamchari(Female)			
(a)	Rate per day(Rs) Nerrick rate of the HP State)		
(b)	Basic 30 days		
(c)	EPF % on basic		
(d)	EPF amount		
(e)	ESIC % on basic		
(f)	ESIC amount		
(g)	Service Charges % on basic		
(h)	Amount		
(j)	Sub total(b)+(d)+(f)+(h)		
(k)	Taxes if any % on basic		
(l)	Amount		
(m)	Grant Total (j)+(l)		
(n)	Uniform amount (Twice in a yr)(Ref para 26 of Part IV		
Group 'D' Safai Karamchari(Male)			
(a)	Rate per day(Rs) Nerrick rate of the HP State)		
(b)	Basic 30 days		
(c)	EPF % on basic		
(d)	EPF amount		
(e)	ESIC % on basic		
(f)	ESIC amount		
(g)	Service Charges % on basic		
(h)	Amount		
(j)	Sub total(b)+(d)+(f)+(h)		
(k)	Taxes if any % on basic		
(l)	Amount		
(m)	Grant Total (j)+(l)		
(n)	Uniform amount (Twice in a yr)(Ref para 26 of Part IV		
(a)	Group 'D' Multitasking with safai work(Male)		
(b)	Basic 30 days		
(c)	EPF % on basic		
(d)	EPF amount		
(e)	ESIC % on basic		
(f)	ESIC amount		
(g)	Service Charges % on basic		
(h)	Amount		
(j)	Sub total(b)+(d)+(f)+(h)		
(k)	Taxes if any % on basic		
(l)	Amount		
(m)	Grant Total (j)+(l)		
(n)	Uniform amount (Twice in a yr)(Ref para 26 of Part IV		





2. The Minimum wages to be strictly quoted as per the current rates promulgated by HP Govt and other statutory components i.e ESI & EPF including EDLI and Admin charges shall be quoted strictly as per prescribed Govt. rates as mentioned above. If there is any discrepancy between the percentage quoted as service and the total price the percentage quoted will be taken into account.

3. Quoting the service charge including uniform and cost of cleaning material to be followed as per para 2 of Part V of Tender.

Office Seal

Place:

Signature of the Tenderer  
Prop/Partner



**Enclosure- III****AREA & SCOPE OF WORKS FOR CONSERVANCY CONTRACTAT ARMY PUBLIC SCHOOL, YOL CANTT**

1. **Area of the School.** The Army Public School premises have an area measuring approximately 6.28 acres of land which includes, class rooms, Offices and toilets has building areas . The surrounding areas of the Army Public School Yol Cantt include roads, play grounds open place for labourers and Parks.

2. **Scope of the work.** The building and surrounding area are to be maintained, kept clean at all the times and conservancy contract need to be for the following :-

(a) **Daily Services.**

- (i) Proper/Thorough washing of corridors, staircases , class rooms and toilets.
- (ii) Wet scrubbing of floors.
- (iii) Sweeping and wet mopping of the corridors/verandahs including the spaces under the cubboards/almirahs placed in rooms/corridors.
- (iv) Buffing and polishing of Marbles.
- (v) Thorough cleaning of the toilets including WCs and urinals, wash basins.
- (vi) Removal of blockages and clogging in the washbasins and other sanitary fittings.
- (vii) Cleaning drinking water cooler areas including attached sinks and tiles.
- (viii) Collect all the sweepings, garbage and wastes and transport/disposal of the same to the nearest Army Public School Yol Cantt garbage pit.
- (ix) Cleaning/dusting of all office rooms furniture.
- (x) Cleaning/dusting of switches, switch plates, conduits, wires, AC grills etc.

(b) **Weekly Services** (on a day specified by administration)

- (i) Removal of cobwebs in rooms, corridors and lavatories.
- (ii) Removal of dust/cobwebs accumulated on the doors and walls, windowpanes and ventilators.
- (iii) Thorough washing, rubbing and cleaning of corridors, office floors.
- (iv) Weekly vacuum cleaning of carpets/furniture.
- (v) Polishing/Disinfection of Chrome plated fixtures.
- (vi) Cleaning of AC grills, exhaust fans, partitions, panels, blinds etc.
- (vii) All other works not being carried out daily.

(c) **Works as on required basis**

- (i) Cleaning of chocked drain lines as and when necessary.
- (ii) Loading/unloading carriage and stowage of all kind of stores handled at on as required basis.
- (iii) As above scope of work is indicative and not exhaustive.





**Appendix "A"**

**COMPLIANCE MATRIX BY THE VENDOR**  
**(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bid submitted)**

Ser No	Clause	Compliance	Yes/No
01.	Para 6 part I of Tender. Documentary proof of VAT/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
02.	Para 13 part I of Tender – EMD  In case vendor is registered with DGS&D, NSIC or please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
03.	Para 2 of Part II of Tender – Delivery/contract Period	Please indicate delivery/contract period is acceptable	
04.	Para 4 Part II of Tender Confirmation to all technical specifications and requirements as per Part II of Tender.	Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.	
05.	Para 6 to 8, part IV of Tender	Acceptance of E-payment and Payment terms	
06.	Para 1 of part V of Tender	Acceptance of evaluation criteria	
07.	Para 2 of Part V of Tender	Acceptance of Service Charges & Uniforms rates	

**Office Stamp****Signature of Bidder**