

KENDRIYA VIDYALAYA  
INS ZAMORIN EZHIMALA

കേന്ദ്രീയ വിദ്യാലയം

നെഹ്രുനഗർ സമോനിൻ ഏഴിമല

NAVAL ACADEMY P.O, INA EZHIMALA,  
KANNUR-670310

Website : <https://ezhimala.kvs.ac.in>

KV CODE: 2172



केन्द्रीय विद्यालय

भा.नौ.पो ज़मोरिन एज़िमला

नेवल अकादमी (पि.ओ), आई एन ए,

एज़िमला, कन्नूर- ६७०३१०

Mail:[kvezhimala@gmail.com](mailto:kvezhimala@gmail.com)

CBSE Affiliation NO: 900031

CBSE School Code : 79050

STATION CODE: 689

F. No. Quotation/KVE/2020-21

Dated: 02.03.2021

To,

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.....  
.....  
.....

### TENDER NOTICE

**Sub :** "Inviting Bid/ Quotation for engaging Service Provider/ Firm for providing Manpower through service contract.

Sir/Madam,

The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the Vidyalaya 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 1<sup>ST</sup> April 2021** or date of effectiveness of the agreement, which may likely to be extended on mutual agreement :

S.No.	Category of Manpower	Nos.	Minimum qualifications or/and experience
1	Gardener	1	Should have worked as gardener for at least 1 year & have experience to cut grasses by machine
2.	Cleaning Staff	3	Should have worked as cleaning staff for at least 1 year & have experience to cut grasses by machine
3.	Data Entry Operator	1	Plus two with good knowledge in computer and tally. One years working experience in school

**The required Manpower may vary depending upon the necessity.**

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

S.No.	Category of Manpower	Responsibilities
1.	Gardener	1) Maintenance and upkeep of the Vidyalaya garden and the school ground
2.	Cleaning Staff (Housing Keeping)	1) Cleaning the Vidyalaya premises which include 18 classrooms, 2 labs, 1 library, office and toilets 2) Cleaning the Vidyalaya ground. 3) Cutting of grasses & weeds in the campus
3.	Data Entry Operator	1) Help in office work, like filing, correspondence 2) Maintaining the database of the School 3) Other office related works

### 3. Quoted Price :

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration for 30 Days, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) **in the format of quotation only attached(Annexure – A & B).**
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

(d) Correction if any shall be made by crossing out, initialing, dating and rewriting.

(e) **Application fee Rs. 200/-** may be remitted in the VVN A/C directly or separately in the form of DD while submission of the Tender documents . Furnish the UTR NO. in the Application.

**VVN A/C NO : 571202050000009, IFSC Code: UBIN0557129, UBI Payyanur**

(f) The Bidder **shall deposit Rs 5000/-** in the form of Bank DD drawn in favour of **VIDYALAYA VIKAS NIDHI A/C,KENDRIYA VIDYALAYA EZHIMALA, payable at PAYYANUR** as earnest money (EMD) along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract. Quotation without EMD shall be rejected. **Registered firms with school need not to pay EMD**

(g) The selected firm has to furnish **performance security** in the form of Bank DD for an amount of **Rs 50,000/- valid for fourteen months** drawn in favour of of **VIDYALAYA VIKAS NIDHI A/C,KENDRIYA VIDYALAYA EZHIMALA, payable at PAYYANUR**. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.

(h) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

### 5. Validity of Bid:

The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

## 6. Terms and Conditions:

- (a) The remuneration shall be disbursed through cheque or direct transfer to Bank Account of firm by NEFT / RTGS
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the Vidyalaya Authorities as per the monthly remuneration quoted.
- (c) The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the Vidyalaya Authorities supported with the following documents :-
  - (i) Details of disbursement made to the staff furnishing cheque details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.
- (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 Vidyalaya also reserves the right to request for the services of additional/extra manpower. The Agency will be compensated for the extra Man power provided as per the rate quoted.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

**Total Monthly Remuneration = Monthly remuneration -A<sub>1</sub>**

where A<sub>1</sub> =  $\frac{\text{Monthly remuneration} \times \text{Nos. of days of absence}}{\text{Nos. of days in the month}}$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also No Conveyance or any other charges will be paid by Vidyalaya In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the KV Ezhimala as per the Model Contract **enclosed for ready reference**. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (j) In case of any loss, theft / sabotage caused by/attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.

## 7. Evaluation of Bid :

The Vidyalaya will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- (i) The bid will be treated as non-responsive if following documents are not attached :-
  - (a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
  - (b) Audited Balance Sheet & Profit and Loss Account.
  - (c) List of clientele during last 3 years along with cost of assignment.
  - (d) PAN No. and Current IT clearance certificate.

- (e) Attested copy of proof of EPF registration.
- (f) Attested copy of proof of ESI registration.
- (g) Attested copy of proof of Service Tax Registration & GST registration

(ii) **Remuneration of staff quoted below minimum wages applicable for House Keeping/Data Entry Operator/Gardener in the Govt. of Kerala or the Union Govt. shall render the Bid disqualified for evaluation.**

(iii) The evaluation will be done for all the services separately . The Vidyalaya will award the contract to the lowest evaluated responsive bidder. **For evaluation ,the Minimum Wages Act rates of Central Govt or the State Govt whichever is higher will be considered as base as per KVS Rules. (AREA C)**

**8. Award of Contract:**

(a) The Vidyalaya will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.

(b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 1 above.

(c) The inventor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

(d) Notwithstanding the above, the 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 without assigning any reason.

**9. Last date and time of receipt of Bids**

You are requested to submit the Sealed Bids superscribed on the envelope as "**Bids for providing manpower through service contract on service charge basis**" on **18.03.2021** by **2.00 pm**. **Quotation will be opened on 19.03.2021 at 11.00 a.m.**

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the KV Ezhimala.

Yours faithfully,

**Muraleedharan T, Principal**

## ANNEXURE A

### TECHNICAL BID - APPLICATION FORM (For providing services to KV Ezhimala)

S.No.	Particulars	
1	Name of the Organization Address ,email :Telephone No.& Fax: Website:	
2	Name of the Authorized person: Telephone :Email ID :	
3	Type of the Organization(Public Sector/Limited/Private limited/Partnership, Proprietary/Society/Any other):	
4	Labour License Registration details:(enclose certificates of Company Registration under the ACT 1970	
5	PAN No(enclose certificate): Please enclose the last 3 Years Income tax return statement .	
6	UGST / SGST registration no.	
7	EPF Registration No.(Attach Copy, Proof of remittance of EPF Share may be closed)	
6	ESI Registration No..( Attach Copy, Proof of remittance of ESI Share may be closed)	
7	Activities of the Company: (List the activities, Separate list may be attached if necessary)	
8	List of clients(with contact details like Address, contact, contact person, phone number and e-mail id, copy of works contract )	
9	Turnover of the Company for the last 3 years: enclose proof	
10	Banker of the service provider, Bank Account No.& IFSC code	
11	Any other information the applicant wants to furnish	

#### Declaration

I..... (name) hereby declare that the above information/documents/furnished are true to the best of my knowledge. I/we, am/ are well aware of the fact that furnishing of any false information I fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law . I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

Place

Date

Signature with Name & Seal

**ANNEXURE B****FORMAT OF BID**

SL · N O.	Category of Manpower	Number	Unit monthly remuneration	EPF Rate	ESI Rate	Cost of Material	Service charges/ charges of uniforms/bonus etc. including overhead profit	Monthly Unit Rate (Col.4+5+6+7+8)	Total monthly cost (Col. 9X3)
1	2	3	4	5	6	7	8	9	10
1.	Workers for cleanliness (Without material)	03				----- -			
2.	Gardener	01				----- -			
3.	Data Entry Operator	01				----- -			

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

We agree to provide the above services 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 \_\_\_\_\_.

**This quotation will be valid upto 1 year from the deadline prescribed for receipt of quotation by the Indentor**

(Bidder)

Signature: \_\_\_\_\_

(Seal)

Name: \_\_\_\_\_

## AGREEMENT FOR SERVICE CONTRACT

### 1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ between the Kendriya Vidyalaya Ezhimala unit under Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) located at Ezhimala, P.O Naval Academy, Kannur Dist.on the one part and;

1.1.2 \_\_\_\_\_, registered office at \_\_\_\_\_ (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

### 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(Conservancy,Gardener and Data Entry Operator) to the Kendriya Vidyalaya, Ezhimala Kannur Dist., for a period of 1 year from \_\_\_\_\_ to\_\_\_\_\_

1.2.2 WEHREAS \_\_\_\_\_ at its [ (hereinafter called the INDENTING OFFICE) is seeking service on contract for \_\_\_\_\_ as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

### 1.3 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE /pertaining to the WORK.

### 1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the Kendriya Vidyalaya, Ezhimala, Kannur Dist. shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

1.4.2 Cleaning Staff Rs. \_\_\_\_\_/- per head, Data Entry Operator Rs. \_\_\_\_\_/- per head and Gardener Rs. \_\_\_\_\_/- per head per month on the 1<sup>st</sup> day 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/identify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

## **1.6 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 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.

1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.

1.6.4 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.

1.6.5 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.

1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].

1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

## **1.7 RESPONSIBILITIES OF THE INDENDING OFFICE**

1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by



the CONTRACTING AGENCY for fulfillment of the work.

- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance.

## **1.8 COMPLETION**

1.8.1 The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.

## **1.9 CONFIDENTIALITY**

1.9.1 During the tenure of the Agreement and 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 from the date on which they are made/executed, unless otherwise agreed to.

## **2.1 FORCE MAJERE**

2.1.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

## **2.2 EFFECTIVE-DATE, DURAION, TERMINATION OF THE AGREEMENT**

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 **01 (one) year w.e.f** 1<sup>ST</sup> April 2021 or date of effectiveness of the agreement, which may likely to be extended on mutual agreement :

- 2.2.1 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.
- 2.2.2 During the tenure of Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement by giving two weeks notice in writing to the defaulting party.
- 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 the INDENTING OFFICE at its registered address.

**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 specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the** date on which they are made/ executed, unless otherwise agreed to.

**2.5 ASSIGNMENT OF THE AGREEMENT**

2.5.1 The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

**2.6 DISPUTE SETTLEMENT**

2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the Chairman VMC of the Vidyalaya. The decision of the Chairman, VMC 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 herein before

**Parties**

For and on behalf of KVS INDENTING OFFICE

For and 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.