



TENDER NO - 167/33/APS/OUTSOURCE

Dt AUG 2015

**TENDER NOTICE FOR PROVIDING SERVICE
OF SUPPLYING HIGHLY
SKILLED ,SKILLED ,SEMI-SKILLED &
UNSKILLED MANPOWER FOR
VARIOUS SERVICES**

AT

**GEN B C JOSHI ARMY PUBLIC SCHOOL , P.O
– BIN , DISTT – PITHORAGARH
UTTARAKHAND**

GENERAL B C JOSHI ARMY PUBLIC SCHOOL

P.O - BIN, DISTT – PITHORAGARH (U.A)

05964-224606-224607

Sealed tenders are invited from eligible service providers for the supply of highly skilled / skilled /semi skilled & unskilled manpower for various jobs/ services on contract basis. Details are available at www.bcjaps.net.in . **The Last date of submission of filled tender form is 22 Aug 2015 .**

E Mail: -genbcjoshiaps@gmail.com

**GEN B C JOSHI ARMY PUBLIC SCHOOL, P.O – BIN, DISTT –
PITHORAGARH (UTTARAKHAND)**

05964-224605,224606, 224607

www.bcjaps.net.in

**TENDER NOTICE FOR PROVIDING SERVICE OF SUPPLYING
HIGHLY SKILIED, SKILLED, SEMI-SKILLED & UNSKILLED
MANPOWER FOR VARIOUS SERVICES**

Gen B C Joshi Army Public School, Pithoragarh invites sealed tenders under two-bid system from eligible Service Provider (service provider (manpower supply firm)) registered/ licened with Labour Department of any state Govt./Central Govt. for the supply of Highly Skilled/Skilled/ Semi-Skilled & Unskilled man power for various jobs/services on contract basis for the period 01 Sep 2015 to 31 March 2016 extendable by another one year , depending on their performance.

The interested agencies are required to submit the technical and financial bid separately. Bid in sealed cover-1 containing “technical Bid” and sealed cover -2 containing “Financial bid” should be placed in a third sealed cover super scribed “Tender for providing services of supplying Highly Skilled, Skilled, Semi-Skilled & Un-Skilled Manpower for various

services” and should reach this office by 15:00 hrs on or before 22.08.2015. The technical bids shall be opened on the same day at 4:00 pm in the presence of the Bidders or their authorized representatives who wish to be present.

The tender document containing eligibility criterion, scope of work, terms & condition and Performa of Agreement can be downloaded from school Website. Bidders should enclose a draft for Rs 1000.00 (payable to Principal , Gen B C Joshi APS , Pithoragarh) as the cost of the document along with their bid. The bid security (EMD) of Rs 1,00,000.00 Should be paid in the form of Demand Draft in favor of Principal , Gen B C Joshi APS , Pithoragarh from any Nationalized Bank (should be enclosed with the Technical Bid). Tender Document should be addressed to Principal , Gen B C Joshi APS , Pithoragarh . Bids received through Courier will be accepted if reaching within stipulated date & time. The Criterion of selection as well as Rejection is as defined in the tender document. The bid should remain valid for 90 days from the date of opening of technical bid. Any future clarification and/or corrigendum(s) shall be communicated through school website.

The Principal reserves the right to reject any or all the quotations or accept them in the part or to reject the lowest quotations without assigning any reason. The Principal also reserves the right to terminate the contract at any time without assigning any reasons

Principal , Gen B C Joshi Army Public School , Pithoragarh

FINANCIAL TENDER FORM PROVIDING 34 GROUP 'D' EMPLOYEES IN GEN B C
JOSHI ARMY PUBLIC SCHOOL, PITHORAGARH

(UTTARAKHAND)

**Affix duly self
attested PP Size
Photograph
of Tenderer**

1. Last Date for Tender Submission : _____

2. Opening Time & Date of Tender : _____

3. Name, Address of Firm / Agency & : _____

Telephone No.

4. Registration No. of the Firm / Agency : _____

5. Name, Designation, Addresses & : _____

Telephone No. of authorized

Person of firm to deal with

6. Please specify as to whether : _____

tenderer is sole Proprietor

partnership Firm, Name, Address

& Tele No. of Director / Partner

should be specified.

7. PAN of Income Tax Deptt. & : _____

Clearance Certificate

8. Provident Fund Account No. & : _____

Authority with whom registered.

9. ESI No. : _____

10 License No. under Contract : _____

Labour (R & A) Act.

11. Details of Earnest Money deposited:-

(a) Amount : Rs. _____ (In Words) _____

(b) Bank Draft/Pay Order FDR No. _____
duly pledged to the President of India _____

(c) Date of Issue of BD/PO/FDR _____

(d) Name of the Issuing Authority _____

12. Details of experience (with full detail of the Agency (s) to whom such contracts awarded) Copies of the satisfactory reports should be attached. In case number of Agencies are much then separate sheet may be used for indicating experience etc.

13. Any other information.

14. Declaration by the Contractor:-

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein and undertake myself/ourselves abide by the said terms and conditions.

[Signature of Tenderer]

Name _____

Designation _____

Address _____

Phone No. _____

Dated _____

Undertaking:

1. I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.

2. I have gone through and fully understood the terms and conditions supplied in the tender document and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the School Management of Gen B C Joshi Army Public School , Pithoragarh from time to time for due discharge of Service Agreement.

3. It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information/ document, the submitted tender may be rejected.

Signature of Service Provider/

Authorized Signatory with rubber seal

SCOPE OF WORK

Supply of Highly Skilled, Skilled, Semi –Skilled and Unskilled manpower for various services at Gen B C Joshi Army Public School , Pithoragarh .

TERMS AND CONDITIONS

1. Service Provider (manpower supply firm) should be registered/Licensed Service Provider (manpower supply firm) with Labour Department of any State Govt./Central Govt. for the supply of Highly Skilled ,Skilled, Semi- Skilled and Unskilled manpower .
2. Interested service Provider (manpower supply firm) may quote their rates for engaging manpower on daily/monthly basis (**Payment will be made as per the actual working days at the school**) to be employed by them. All the Liabilities of supplied manpower directly or indirectly will be the sole responsibility of the service Provider (manpower supply firm). The adherence of other statutory expenses Like minimum Wages , EPF and Workmen Compensation will be the responsibility of the service Provider.
3. The service provider (manpower supply firm)shall in no case pay its employees less than the minimum mandatory rates per month in accordance with the Minimum Wages Fixed by Uttarakhand Government and a record of that should be kept in a register ,which may be made available for examination of Gen B C Joshi Army Public School , Pithoragarh as when demanded.
4. The Service provider (Manpower supply firm) shall submit a copy of labour license obtained from the Labour Commissioner along with tender.
5. The contract initially will be for a period till 31 March 2016 i.e. from 01/09/2015 to 31/03/2016. However, it can be extended on the same terms & conditions with revised minimum wages fixed by Uttarakhand Government at that time subject to satisfactory work of the service provider till the execution of new contract, whichever is earlier.

6. The contract shall commence for the date of receipt of the acceptance of the work order which shall be accepted by the service provider (manpower supply firm) within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till 31 March 2016 unless it is curtailed or terminated by Gen B C Joshi Army Public School, Pithoragarh .

7. Tender without EMD of Rs 1,00,000.00 will be not accepted .

8. The Service Provider (manpower supply firm) must fulfill all conditions required under Labour Contract Employment Act of Uttarakhand Government as amended from time to time

9. The services of the Service Provider (manpower supply firm) shall be governed by the laws of Indian and interpretations in accordance with such laws.

10. The Service Provider (manpower supply firm) will submit a certificate regarding Income Tax paid for the last financial Year.

11. Turnover for the last financial year of the service provider should be duly certified by the chartered Accountant .

12. The tender should contain satisfactory performance report from past & present clients, which may be verified before awarding the contract .

13. The payment(s) to be made to the service provider are subject to deduction of taxes legible by any Government as per rules from time to time and will be made after the completion of every month.

14. The Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower by 7th of each month.

15. The Service Provider (manpower supply firm) shall make the payment to the supplied manpower by depositing payment in their bank accounts.

16. The Service Provider (manpower supply firm) shall ensure that the manpower deployed in Gen B C Joshi Army Public School , Pithoragarh should confirm to the age, educational, technical qualification/ specification and skill as prescribed by Gen B C Joshi Army Public School , Pithoragarh . School shall have the right to conduct a written / viva / practical test for all the men supplied by the manpower Service Provider to assess the competence of the supplied manpower. In case of Highly Skilled, Skilled, Semi-Skilled & Unskilled men found to be incompetent for the job as Highly Skilled, Skilled, Semi-Skilled & Unskilled work he /she will be paid only rate applicable for unskilled worker and subsequently the manpower Service Provider will have to provide suitable replacement for the said person.

17. The Service Provider (manpower supply firm) should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the man power supplied and other related works . .

18. The Service Provider (manpower supply firm) should have minimum “3 years” experience to supply the manpower to any Government/ Semi Government Institution or Organization of repute for various jobs . Audited balance sheet to be attached.

19. The service provider (manpower supply firm) shall be responsible for all injuries and accidents to persons employed by him/them. The workers shall be insured against personal accidents arising out of and during the course of their duties.

20. In the event of injury, illness or accidents to any worker, Gen B C Joshi Army Public School , Pithoragarh will not be liable to pay any compensation. The insurance cover shall include the liability under the workmen’s Compensation Act.

21. Service charges will be the primary criterion for evaluation of financial bid.

22. The service provider (manpower supply firm) shall have to engage the required number of manpower and in case required number is not

available on any day, without proper and acceptable reason Gen B C Joshi APS , Pithoragarh can impose penalty on service provider (manpower supply firm) as it thinks fit (minimum double the rate of minimum wages per day per men for each deficiency) .

23. The service provider (manpower supply firm) shall not appoint any sub company /agency to carry out any obligation under the contract.

24. The service provider (manpower supply firm) shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract .Also it shall maintain a complaint book , which should be made available as and when required.

25. The service provider (manpower supply firm) shall maintain all necessary registers and display notice as per mandatory requirement under the law of land.

26. The service provide shall abide by all the law of land including Labour Laws (PF ,Income Tax deduction Liabilities ,welfare measures of it employees and all other obligation that is being instructed is such cases and are not essentially enumerated and defined herein, though any such burden /duty shall be the exclusive responsibility of the Service Provider and it shall not involve Gen B C Joshi Army Public School , Pithoragarh in any way whatsoever. Compliance of these provisions shall be at the time of making monthly payments.

27. The service provider (manpower supply firm) shall also be liable for depositing all taxes, Levies, cess etc. on account of service rendered it to Gen B C Joshi Army Public School , Pithoragarh to the concerned tax collection authorities from time to time as per extant, rules and regulation on the matter.

28. The claims in monthly bill should be necessarily accompanied with the documentary Proof pertaining to the concerned monthly bill. Head wise breakup of all employees contribution of previous month towards EPF including duty Certified bank Challan to be submitted with the following months bill. Details of wages disbursed, and proof of the same

to be submitted with following month bill .A requisite portion of the bill /whole of the bill amount shall be held up till such proof is furnished, at the discretion of Gen B C Joshi Army Public School , Pithoragarh .

29. If the Service provider want to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months falling which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party

30. If the service provider repeatedly violates the terms and condition of the contract or fails to supply required number of highly skilled /skilled/semi-skilled /unskilled manpower despite Gen B C Joshi APS , Pithoragarh having serviced him proper notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

31. In case of any damage or loss caused to Gen B C Joshi Army Public School's property by the manpower supplied is found, the same shall be charged from Service provider (Manpower supply firm). It must be ensured by the Service provider (Manpower supply firm), by submitting an affidavit on non –judicial stamp paper of Rs 100.00 stating therein that he will bear the loss out of his own.

32. The loss caused to Gen B C Joshi Army Public School, Pithoragarh on account of negligence / dereliction of duties by the employees of the Service Provider (Manpower Supply Firm), shall be established after a joint inquiry comprising the representatives of Gen B C Joshi Army Public School , Pithoragarh and Service Provider (Manpower Supply Firm)and Gen B C Joshi Army Public School , Pithoragarh shall be within its right to make it good from the (Manpower Supply Firm) .

33. The Service provider (Manpower supply firm) shall replace immediately any of its personal who is found unacceptable to Gen B C Joshi Army Public School , Pithoragarh because of security risks,

incompetence, conflict of interest, improper conduct etc. upon receiving a notice from Gen B C Joshi Army Public School , Pithoragarh . No association or union activity will be allowed by the manpower supplied by the agency.

34. The Manpower Service provider shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons .The delay in providing a substitute beyond three working days shall attracts a pre-estimated agreed liquidated damage @ double the minimum wages per day on the service provider (manpower supply firm).

35. The normal working hour shall be 08.00 am to 04.00 pm with one hour lunch break from 01.00 pm to 2.00 Pm. However timing may be changed at the discretion of Gen B C Joshi Army Public School, Pithoragarh from time to time . In case of urgency /emergency ,the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form. Also for job works and housekeeping the suitable timing will be according to need. Shift duty personal will be deployed as per the shift timings and for the other as per the timings of concern department / section/central facilities/schools/centres.

36. Gen B C Joshi Army Public School , Pithoragarh is not responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of Gen B C Joshi Army Public School , Pithoragarh .

37. For all intents the Service provider(manpower supply firm) shall be the "Employer within the meaning of different Labour Legislations in respect of manpower so employed by him / her in Gen B C Joshi Army Public School , Pithoragarh . The persons deployed in Gen B C Joshi Army Public School, Pithoragarh shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of Gen B C Joshi Army Public School, Pithoragarh .

38. In case of termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supply firm) shall not be entitled to and will have no claim for any absorption not for any relaxation for absorption in the regular / otherwise capacity in Gen B C Joshi Army Public School , Pithoragarh .

39. The deployment of employee shall be as per actual requirement to be decided in consultation with the service provider (manpower supply firm) .

40. The highly skilled, skilled, semi-skilled & unskilled manpower presently working in Gen B C Joshi Army Public School , Pithoragarh on Daily Wage may be engaged at the discretion of the Service Provider (manpower supply firm) as per his /their own terms and condition. Gen B C Joshi Army Public School , Pithoragarh will in no way be responsible for the said engagement.

41. In case of disputes for non- payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supply firm) can be withheld till settlement of the disputes by Gen B C Joshi Army Public School , Pithoragarh or on the order of the Court of law.

42. Notwithstanding the above, Gen B C Joshi Army Public School , Pithoragarh reserves the right to accept or reject any tender or reject all tender at any time prior to award of the contract any reason, whatsoever, and without incurring any liability or obligation whatsoever of the affected bidder(s).

43. It should be understood clearly by the bidder that they have participated in the bidding process after checking all the conditions of the site and no future request for relaxation will be entertained.

44. The Service Provider is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.

45. Even though the service providers may satisfy the terms and conditions, they may be disqualified:

(a) If they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.

(b) If they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.

(c) If confidential inquiry reveals facts contrary to the information provided by the applicant.

(d) If confidential inquiry reveals unsatisfactory performance.

(e) If on inspection of works in progress or completed by the applicants, it is found that work is not satisfactory.

46. Submission of tender by a service provider implies that he has read the notice and all other contract documents and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors having a bearing on the execution of the service.

47. The service provider shall be responsible for arranging and maintaining at his own cost all general tools & equipment required for executing the service unless otherwise specifically provided for in the contract document.

48. Canvassing in any form is strictly prohibited. The tender(s) submitted by the Service Provider(s), who resort to canvassing, will be liable to rejection.

49. The service provider shall provide at his own cost necessary insurance cover in respect of workers and other personnel to be deployed or engaged by him in connection with the service.

50. Every worker/ supervisor appointed by the Service provider shall wear the prescribed uniform and badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost.

51. Qualification and experience prescribed for various workers – As per the norms of Uttarakhand Government.

SPECIAL TERMS & CONDITIONS – SECURITY SERVICES

1. The Security personnel are to be deployed round the clock in three shifts of eight hours each . Only healthy, able bodied security personnel shall be deployed for work. All personnel provided by the service provider should be properly trained in security Surveillance duties. Personnel should be able to handle walkie-talkie etc. and also work in interface with modern security systems e.g. CCTVs etc.
2. The Security Personnel shall wear tidy uniforms during duty hours. The uniform should not resemble to the uniform of anyone of Armed Forces and Police forces. Every security personnel/supervisor appointed by the Service provider shall wear the prescribed uniform and badge bearing his name while on duty. The same shall be provided by the service provider at his own cost.
3. The service provider shall provide whistle, rule, torch and stationary (for maintaining attendance role) on his own. He shall be responsible for proper behavior of the personnel deployed and exercise proper control over them so that their activities shall not in any way by detrimental to the Institute and security of the complex.
4. The security personnel shall work under overall supervision and direction of Institute. The Institute shall have the right to ask for the removal of any person of the agency who is not found to be competent and orderly in the discharge of his assigned duties.
5. The service provider shall not engage any sub-service provider or transfer the contract to any other person in any manner. Any person, who

is in Govt. service or an employee of the Institute, should not be made a partner to the contract by the service provider directly or indirectly in any manner whatsoever.

6. The service provider on award of work/service has to maintain all therelevant records, and documents as required by the Labour Department, Regional PF Commissioner and other local bodies as per the existing rules or as amended from time to time. Such records as mentioned above shall be made available to the departmental officers on demand for inspection of the same to ascertain its authenticity. The service provider has to submit challans of previous month to the Institute in support of PF/Service Tax etc. deposited with the respective department relating to the workers deployed in this Institute before release of next bill. The service provider has to obtain labour license and ensure that EPF number has been allotted to the workers within 45 days of award of work as per EPF/ Labour Act.

7. The service provider shall fully abide by the extant provisions of Minimum Wages Act, 1948, the Contract Labour (R&A) Act, 1970 and other labour laws applicable to contract labourer.

8. The age limit of the so engaged Security Guard/Security Supervisor/Gunman should be less than 60 years.

9. A copy of complete record of Security Guard/Security Supervisor/Gunman so engaged with related documents should be submitted to Gen B C Joshi APS , Pithoragarh .

10. Enrolment and Replacement of any Security Guard/Security Supervisor/Gunman so engaged by the Service Provider should be intimated to the school with valid documents and reasons.

11. The Institute will not provide any residential accommodation to the security personnel. No cooking or lodging shall be allowed at the check posts/main gates and premises of the Institute.

12. The Service provider shall be fully responsible for the overall watch & ward and integrated security surveillance services in the premises of the Institute as laid down in the contract. Besides the normal security, the other functions required to be performed are as under:-

i. To maintain security/check posts located at the main gates and entrance and any other strategic points specified by the Institute from time to time.

ii. To check the material/property/any other outsider coming into/going out of the Building Complex/ Institute through the procedure of the gate pass etc. as laid down by the Institute.

iii. To perform watch and ward functions including day night patrol on the various points of deployment/strategic locations.

iv. To prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicles into the Building/Institute.

v. To open and close the locks of the various buildings/ departments on the daily basis.

13. The service provider shall also be fully responsible for any loss of materials or property attributable to the negligence or failure of the security personnel in complying with his assigned duties. All such losses suffered by the Institute shall be compensated fully by the service provider. The decision of Principal , Gen B C Joshi Army Public School , Pithoragarh in this regard shall be binding on the service provider.

ORDER FOR ARRANGEMENT OF DOCUMENT WITH THE TECHNICAL BID

1. Application – Technical Bid
2. EMD of Rs
3. Attested Copy of the registration of agency
4. Attested copy of Pan / GIR Card
5. Attested copy of valid Labour License from the Labour Commissioner.
6. Attested copy of the IT return filed by agency for last three year
7. Attested copy of the service tax registration letter /certificate .
8. Attested copy of the PF registration letter / certificate.
9. Certified document in support in of financial turnover of the agency.
10. Certified document in support in of entries made in the technical Bid Application
11. Copy of the terms and conditions in the tender document with each page duly signed and sealed by the authorized signatory of agency in token their acceptance.
12. Documents relating to experience /clients.

B. ORDER FOR ARRANGEMENT OF DOCUMENT TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFOUR DEPLOYMENT OF MANPOWERS

1. List of manpower for deployment in Gen B C Joshi APS , Pithoragarh containing full details .i.e. date of birth, marital status, address .medical fitness certificate etc.
2. Bio – data of all person.
3. Character Certificate.
4. Certificate of verification of antecedents of all persons by local police authority.

5. Contract agreement duly signed as per Annexure "A".

C .SUBMISSION OF TENDER DOCUMENT

The technical and financial bids should be sealed in two different envelopes and details about type of bid i.e. technical / financial bid, name of firm should be super scribed over it. Both the bids are to be covered in a common envelope.

D .SCHEDULE OF TENDER DOCUMENT & TENDER NO.

1. Date & Time for submission up to 15:00 pm of 22/08/2015.

2. Date & time for opening. (Technical Bid) 4:00 pm of 22/08/2015.

Opening of financial bid on the same date if time permits or any other date which will be informed at the time of opening of technical bid.

To
The Principal
Gen B C Joshi

Sub: Submission of Quotation for Supply of Highly Skilled / Skilled /Semi- Skilled / Un Skilled manpower for various service

Sir ,

We hereby submitted the quotation for various categories of manpower required by Gen B C Joshi Army Public School , Pithoragarh as Under :-

S.No	Category	Name of Post	Number of posts	Minimum Wages incl DA	EPF (Employer 's share)	Sub Total	Incidental charges / Service Charge (in%)on minimum wages only	Grand Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)
1	Unskilled	Security Guards	6 (Six)					
		Chaukidar	4 (four)					
		Gardner	2 (Two)					
		Washerman	4 (Four)					
		Safaikaram chari	11(Eleven)					
2	Skilled	Barber	1 (One)					
		Carpenter	1 (One)					
		Bus Driver	2 (Two)					
		Plumber	1(One)					
		Electrician	1(One)					
3	Highly skilled	Supervisor	1(One)					
		Total	34 (Thirty four)					

Note:

1. Service Tax and education Cess to be paid extra if applicable.
2. The bidders should only quote Service Charge in percentage of minimum wages indicated in Column no 3.
3. The rate will be received solely based on the revision of minimum wages as notified by labour department Uttarakhand Government from time to time.
4. Rate in column No.3 Basis Minimum wage + VDA as notified by Labour Department , Uttarakhand Government from time to time.
5. Payment of the manpower service provider will be made as per actual deployment based on requirement / working days of the School.

Place:

Date: Signature of Bidders with Stamp

To
The Principal
General B C Joshi Army Public School,
P.O – Bin ,
Distt- Pithoragarh – 262501

Sub: Submission of Proposal for Supply of Highly Skilled / Skilled /Semi- Skilled / Un Skilled manpower for various service at Gen B C Joshi Army Public School , Pithoragarh

Sir ,

I /We , the undersigned, offer to provide the Highly Skilled / Skilled /Semi- Skilled / Un Skilled manpower for a period ofin accordance with your Tender noDated,we are hereby submitting our proposal ,which includes this technical proposal and a financial proposal sealed under the a separate envelope and are put in Common envelop .

We hereby declare that all the information and statement made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification .The rate quoted by us in the financial proposal (Form F1) are valid till six month from the date of submission of the quotation, we confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date .

Prices have been arrived independently without consultation, communication, agreement of understanding (for the propose of restricting completion) with any competitor.

We are to bear all cost incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We Understand that Gen B C Joshi Army Public School , Pithoragarh is not bound to accept the lowest or any proposal or to give any reason for award, or of for the rejection of any proposal.

We have understood accepted the terms and conditions of tender document.

Yours faithfully,

Signature -----

Name -----

Seal of Firm with Registration number of Firm

Details of other organization where such contracts during last 5 years
(document in proof to be attracted)

Performa containing details of other organization where such or similar
contacts were undertaking.

Sl No	Name & Address of the organizati on with contact No	No. of personal supplied	Period Contract	Whether Govt./ Semi Govt./ Autonom ous Bodies PSUs/ Industries etc.	Amount of Contract	Reason for Terminati on (if currently not valid)
1						
2						
3						
4						
5						

This information is to be given with technical Bid for Annual Contact for
supply of Highly Skilled, Skilled, Semi- skilled & Unskilled & Unskilled
works.

Gen B C Joshi Army Public Schoool , Pithoragarh reserves the right to
verify the details above by the bidder.

**CHECK LIST FOR TECHNICAL BID
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SI No.	Description of requirement	YES/NO	Page No
1.	The firm is registered with the regional Labour Commission under provisions of Contract Labour Act and its validity date		
2.	Copies of balance sheet and P & L A /c for the three year duty certified by CA		
3.	Registration Certification of provident Fund Commissioner enclosed PF Registration Code allotted by Regional Provident Commissioner		
4.	Copy of Registration Certificate / Allotment Letter of Service Tax Number		
5.	Copy of Registration Certificate / Allotment Letter of PAN from IT Dept.		
6.	Performa containing details of other organization where such contracts were / are undertaken (attach supporting document)		
7.	DD of Rs. 1.00 Lakh		
8.	Price Bid Performa completed & sealed in separate envelope		
9.	List of Arbitration cases (if applicable)Please write NOT APPLICABLE if no cases are there		
10.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for development		
11.	Acceptance of terms and conditions attached .Each page of terms and coadunations to duty signed as token of acceptance and submitted as part of tender document.		

12. Copy of income tax returns for last three years

13. Undertaking by the bidder to the effect that there is no police case pending against the proprietor / firm / parties relating to previous service contracts .

14 In case of any damage or loss caused to Gen B C Joshi Army Public School's property by the manpower supplied is found, the same shall be charged from Service provider (Manpower supply firm). It must be ensured by the Service provider (Manpower supply firm), by submitting an affidavit on non –judicial stamp paper of Rs 100.00 stating therein that he will bear the loss out of his own.

15. Office Address

16. At least two currently valid contracts for similar work.

Declaration by the tender

This is to certify that I /We before signing this tender nodated have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them .

Signature of Tender with seal

Name

Seal

Office Address

NOTE

Submission of the all document mentioned above along with declaration is mandatory .Non –submission of any of the information above may attract rejection of the bid.

AGREEMENT

This AGREEMENT is made BETWEEN

.....
office at P.O.....

P.S.....India

And the said firm being representd by Sri

.....
S/O.....aged about

..... Official Address

..... P.O..... P.S

.....District in the

State of

(herein after called the Service Provider) on the part and Gen B C Joshi Army Public School , Pithoragarh , P.O – Bin , Distt- Pithoragarh , begin represented by the Principal (on behalf of Chairman) of the institution , here in after called the Institute)on the other part. WHEREAS the Principal Gen B C Joshi Army Public School , Pithoragarh has floated a tender for providing services of supplying Highly Skilled , skilled, Semi-skilled & unskilled manpower various service at Gen B C Joshi Army Public School , Pithoragarh under the terms and conditions as laid down in this agreement and tender document No 167/33/APS/OUTSOURCE

AND WHEREAS THE Service Provider has been offered the letter of intent by the said Institution Authorities by intimating its selection to provide Highly Skilled, Skilled, Semi- skilled & Unskilled manpower. NOW THEREFORE THIS AGREEMENT WITNESSES as follow

1. That in pursuance of this agreement and in consideration of the payment as stipulated in the tender , the Service provider shall Providenumber of Highly Skilled manpower,.....number Skilled Manpower,number Semi-Skilled manpower ,.....number Unskilled manpower under the terms and conditions as laid down in the tender document and the same shall remain binding upon the Service Provider. Any change in requirement will be intimated at least 72 hrs. in advance over phone /mail .

2. That the Service Provider shall providenumber highly skilled manpower Number skilled Manpower ,.....number Semi –skilled manpower..... number Unskilled manpower as specified in tender document with their name ,address and minimum qualification .

3. The institution shall pay to the Service Provider on month basis by A / C payee Cheque . The duty hours of the manpower shall be supplied normally 08 hrs in a day .The rate includes all charges payable to the Service Provider as per accepted rates offered by him/them . The School Authority shall arrange to pay the proper bills raised by the Service provider within 30 working days from date of submission of the bill by the Service Provider and subsequently accepted by the Institute Authority. Previous month EPF subscription deposit Challan (along with details of each men's deposit and details) to be deposited with the bill of succeeding month.

4. The duration of the contract shall be from 01 Sep 2015 to 31 March 2016 and the contract will automatically be terminated on 31 March 2016 . However ,the school authority reserves the right of extending the period of the contract at its discretion on satisfactory service rendered by the Service Provider and the Service Provider cannot claim any extension period as a matter of right.

5. Service Provider (manpower supply firm) should be registered / licensed Service Provider (manpower supply firm), with Labour Department of Uttarakhand Govt for the supply of skilled, semi-skilled and unskilled manpower.

6. The Payment (s) to be made to the Service provider are subject to deduction of tax leviable by any Government as power rules from time to time and will be made after the completion of every month .

7. The Service Provider (manpower supply firm) will be responsible for making the payment directly to the supplied manpower 7th of each succeeding month.

8. The Service Provider (manpower supply firm) shall make the payment to the supplied manpower by depositing payment in their bank account.

9. The contracting agency shall ensure that the manpower deployed in Gen B C Joshi Army Public School , Pithoragarh conform to the age, education & technical qualification, and skill/experience as prescribed by Gen B C Joshi Army Public School , Pithoragarh . Institute shall have the right to conduct a written/viva/practical test for the men supplied by manpower Service Provider to assess the competence of the supplied manpower.

10. The Service Provider (manpower supply firm) should make suitable arrangement for supervision of the manpower supplied and other related works.

11. The Service Provider (manpower supply firm) shall be responsible for all injuries and accidents to persons employed by him. The workers shall be insured against personal accidents arising out of and during the course of their duties.

12. In the event of injury, illness or accident to any work, Gen B C Joshi Army Public School , Pithoragarh will not be liable to pay any compensation The insurance cover shall include the liability under the Workmen's Compensation Act.

13. The Service Provider (manpower supply firm) shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason Gen B C Joshi Army Public School , Pithoragarh can impose penalty on Service Provider (manpower supply firm) as it thinks fit (minimum double the rate of minimum wages per day men for each deficiency).

14. The Service Provider (manpower supply firm) shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the Minimum Wages fixed by Uttarakhand Government and a record of that should be kept in a register, which may be made available for examination to Gen B C Joshi Army Public School , Pithoragarh as and when demanded.

15. The Service Provider (manpower supply firm) shall not appoint any sub company/agency to carry out any obligation under the contract.

16. The Service Provider (manpower supply firm) shall maintain a daily attendance register including the number and names of the workers engaged in the office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.

17. The Service Provider (manpower supply firm) shall maintain all necessary registers and display notices as per mandatory requirement under the law of land.

18. The Service Provider shall abide by all the law of land including Labour Laws (PF, Income Tax, Service Tax or any other extra taxes levied by the Government), companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligation that is being instructed in such cases and are not essentially enumerated and defined herein, though any such burden / duty shall be the exclusive responsibility of the Service Provider and it shall not involve Gen B C Joshi Army Public School , Pithoragarh in any way whatsoever.

Compliance of these provisions shall be ensured at the time to making monthly payments.

19. The Service Provider (manpower supply firm) shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Gen B C Joshi Army Public School , Pithoragarh to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

20. The claims in bills regarding Employees Provident Fund and Service Tax (if applicable) etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of Gen B C Joshi Army Public School , Pithoragarh.

21. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the Service Provider (manpower supply firm) within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till one year unless it is curtailed or terminated by Gen B C Joshi Army Public School, Pithoragarh.

22. If the Service Provider wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 3 months failing which the amount of security deposit including any other dues will be recovered from him for making alternate arrangement till the new contract is assigned to the other party.

23. If the Service Provider repeatedly violates the terms and conditions of the contract or fails to supply required number of highly skilled, semi-skilled & unskilled manpower despite Gen B C Joshi Army Public School , Pithoragarh, having serviced him proper notices, the contract shall be liable to be terminated and security money so deposited shall be forfeited.

24. In case of any damage or loss caused to Gen B C Joshi Army Public School , Pithoragarh property by the manpower supplied is found, the same shall be changed from the Service Provider (manpower supply firm,). It must be ensued by the Service Provider (manpower supply firm,) by submitting an affidavit on non-judicial stamp paper of 100.00 stating therein that he will bear the loss out of his own.

25. The loss caused to Gen B C Joshi Army Public School , Pithoragarh on account of negligence /dereliction of duties by the employees of the Service Provider (manpower supply firm), shall be established after a join inquiry comprising the representatives of Gen B C Joshi Army Public

School , Pithoragarh and Service Provider (manpower supply firm), and Gen B C Joshi Army Public School , Pithoragarh shall be within its right to make it good from the Service Provider (manpower supply firm).

26. The Service Provider (manpower supply firm) shall replace immediately any of its personnel who are found unacceptable to Gen B C Joshi Army Public School , Pithoragarh because of security risks, incompetence, conflict of interest, improper conduct etc. Upon receiving a notice from Gen B C Joshi Army Public School , Pithoragarh. No. association or trade union activities will be allowed by the manpower supplied by the agency.

27. The manpower Service Provider shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage @ double the minimum wages per day on the Service Provider (manpower supply firm).

28. The normal working hour shall be 08.00 am to 04.00 pm with one hour lunch break from 01.00 pm to 2.00 pm. However, the timing may be changed at the discretion of Gen B C Joshi Army Public School , Pithoragarh from time to time. In case of urgency/emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either monetary or leave form, also for job works and housekeeping the suitable timing will be according to need. Shift duly personnel will be deployed as per the shift timings and for others it will be as per timing of concern department/section/ central facilities/centre.

29. Gen B C Joshi Army Public School , Pithoragarh will not be responsible for any dispute of manpower supplied, and the manpower so provided shall not be in any way be the employees of Gen B C Joshi Army Public School , Pithoragarh .

30. For all intents the Service Provider (manpower supply firm) shall be the “Employer” within the meaning of different Labour Legislation respect of manpower so employed in Gen B C Joshi Army Public School, Pithoragarh. The persons deployed in Gen B C Joshi Army Public School , Pithoragarh shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Institute.

31. In case termination of this contract on its expiry or otherwise, the persons employed by the Service Provider (manpower supply firm) shall not be entitled to and will have no claim for any absorption not for any relaxation for absorption in the regular/otherwise capacity in Gen B C Joshi Army Public School , Pithoragarh.

32. The highly skilled, skilled semi-skilled, & unskilled manpower presently working in Gen B C Joshi Army Public School , Pithoragarh on Daily Wage basis may be engaged by the Service Provider (manpower supply firm), as per his own terms and conditions. Gen B C Joshi Army Public School, Pithoragarh will in no way be responsible for the same.

33. In case of disputes for non-payment of wages to the supplied manpower or any other disputes, the payment due to the Service Provider (manpower supply firm) can be withheld till settlement of the dispute by Gen B C Joshi Army Public School , Pithoragarh or any other of the Court of law.

34. Notwithstanding the above, Gen B C Joshi Army Public School , Pithoragarh reserves the right to accept or reject any tender or reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring and liability or obligation, whatsoever to the effected quoter(s).

35. The Principal of Gen B C Joshi APS , Pithoragarh reserves the right to terminate this contract any time by giving a written notice without showing any reason whatsoever and it will be binding on the part of the Service Provider to accept the same.

36. That the Service Provider shall deposit earnest money of Rs 1 lac with the Institute authorities before executing this agreement and said security money shall be refunded free of interest after three months from the date of termination of this agreement/ extension whichever is later. The Institution authority shall have the right to deduct dues if any payable to the Institution from the earnest deposit or from his monthly bill/bills.

37. Income Tax will be deducted from the amount (excluding service tax) billing amount as per the prevailing rule'.

38. That if any labour problem arise, that shall be settled by the Service Provider within one hour, failing which minimum amount equal to double the daily rate shall be deducted from the Service Provider's Security deposit/Monthly bill.

39. That the Service Provider shall provide authenticated copies of Tax clearance i.e latest clearance of IT, Service Tax, PT etc. If applicable before signing this agreement.

40. The Service Provider shall be solely responsible for any claim / compensation whatsoever, by any of its employee under his roll, or any violation relating to the minimum wages by the labour department, leave,

HRA, workmen's compensation, PF, or any statutory contractual payment or any violation of provision of any law or contract during the period of contract or detected at any other subsequent date / dates.

41. In case the Service Provider fails to make any statutory or contractual payment, then the school authorities shall have the right to realize this amount from the Service Provider's bill/bills.

42. That the Service Provider shall have a local office within the Pithoragarh area however the Institution may provide space on payment of mutually agreed rent in the School for Office come Rest Room of the Service Providers Men. However, electricity and water charges if provided will be charge to the Service Provider from the monthly bill of the Service Provider at the prevailing rates of the school . They shall have to give the vacant possession of the aforesaid space on completion of contract otherwise PGD will not be released / Institute recourse to any other action as deemed fit.

43. The school shall have the right to submit requisition of any number of men to maintain the school Properties, the school Campus and Hostel as and when required by the school . The Service Provider shall be bound to provide service of such men as per specification laid down earlier/ in tender document and at same rate terms and condition under the special supervision of the Service Provider's Supervisor.

44. The school shall have write to make surprise check on competence of men under the Service Provider at any time and the Service Provider shall be duty bound to deposit at the rate as per the penalty clause of the tender document before the authority concerned of the school if any men is found incompetent for the job.