

केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan अधीनस्थ शिक्षा मत्रालय, भारत सरकार/Under Ministry of Education, Govt of India

क्षेत्रीय कार्यालय, जम्मू / Regional Office (Jammu), राजकीय चिकित्सालय मार्ग, / Govt Hospital Road, गाँधी नगर, जम्मू–180004 / Gandhinagar, JAMMU-180004

दूरभाष /Ph. No: 2453528, फीक्स / Fax : 2430081

Website: rojammu.kvs.gov.in, e.mail:kvsjammuadmn@gmail.com

No. F.24090/2021/KVS(JR)/Admn.

Dated: 25.08.2021

NOTICE INVITING E-TENDER (THROUGH GeM PORTAL) FOR PROVIDING SWEEPING/ CLEANING & CONSERVANCY SERVICES AT KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE JAMMU

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. E-tender through GeM Portal under two Bid system from eligible Manpower Service Providers having a valid license to provide **SWEEPING/ CLEANING & CONSERVANCY SERVICES**, from the UT of J&K is invited for providing Sweeping, Moping, cleaning Services of the office of the Deputy Commissioner, KVS, RO, Govt. Hospital Road, Gandhinagar, Jammu and its premises and building for an initial period of one year w.e.f. 01.10.2021 which can further be extended/renewed for a period of one year with mutual consent of both parties. They should be registered with central/state Labour Department and possesses a valid Labour Licence under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and also registered with, ESIC, EPF GST and having executed similar work satisfactorily during the last three financial years either with the KVS or in Govt. Department /Public sector undertaking. Tender document (including additional documents) is available online on GeM Portal as well as on the website of this office (https://rojammu.kvs.gov.in).

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

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

S.N	Category of Manpower/ Safai Karmchari	Total number of personnel required.	1,1111111111111111111111111111111111111	Responsibilities
1	Housekeeping/conservancy (i.e. cleaning, sweeping, moping, dusting etc as enumerated in the terms & condition.	One only	Applicable as per statutory rules. Persons having experience of working in Govt. Offices shall be preferred.	Entire Building of KVS,RO, Gandhinagar Jammu (in and around the premises)

TENDER SCHEDULE

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

General Terms and Conditions

- (a) The remuneration on monthly basis shall be paid directly into the account of the staff so engaged and a detail of such payments supported by bank challan duly stamped shall be provided to the KVS.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the **KVS** as per the monthly remuneration quoted without any deduction.
- (c) The Contracting Agency will submit the invoice alongwith proof of disbursement after making the payment to the employees provided to the **Kendriya**Vidyalaya Sangathan, Regional Office, Jammu supported with the following documents:-
 - (i) Details of disbursement made to the staff furnishing details for each payment.
 - (ii) The payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax will be made only on production of proof of such deposits with concerned authorities. In absence of proof the amount towards these taxes will be deducted from the bill and payment will be made for monthly remuneration only.
 - (iii) Payment to the Contracting agency will be released within 05 days from the date of the receipt of the invoice.
 - (d) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
 - (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
 - (f) The normal office hours of KVS are from 9 AM to 5.30 PM
 - (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 $-A_1$

where $A_I = \underline{Monthly\ remuneration}$ X Nos. of days of absence Nos. of days in the month

(h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited

for personal interview also. No Conveyance or any other charges will be paid by **Kendriya Vidyalaya Sangathan, Regional Office, Jammu**. 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.

- Vidyalaya Sangathan, Regional Office, Jammu as per the Model Contract on a Non Judicial Stamp Paper of the value of Rs.500. 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 reserve the right to claim and recover damages from Contracting Agency.
- (K) The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.
- (L) It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
- (M) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. The person deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against KVS, RO, Jammu.
- (N) The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- (O) The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

- (P) That the uniform shall be supplied by the contractor at his own cost to the persons deployed for this work such as apron, hand gloves etc, that in view of COVID 19 face mask and sanitizers shall also be provided periodically by the contractor.
- (Q) The character of antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect will be submitted to the Office.
- (R) The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering either individually or in groups.
- (S) Payment to the contractor will be made by NEFT/RTGS/PFMS only, on presentation of the bill. Income Tax, GST and other taxes, if any shall be deducted at source as per the rates notified by the respective authorities.
- (T) Minimum wages as fixed and revised from time to time by the office of the Chief Labour Commissioner (central) as applicable to "SWEEPING AND CLEANING" should be paid by the contractor.

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

- (U) The administrative issues like leave, weekly off etc., of the Security personnel are responsibility of the contractor.
- (V) The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.
- (W) The list containing the names, verified addresses, affixing a photograph along with the signature of each employee appointed by the Agency shall be made available to the Regional Office authorities.
- (X) No enhancement in the agreed rates will be allowed during the Contract period except statutory revision if any.
- (Y) The contracting agency will get allotted with activated UAN (Universal Account Number) for all members/Staff duly linked with their mobile numbers so as to enable them to receive SMS by them about EPF credits every month. Also ensure to get them e-passbooks from EPFO website.

(A) TERMS AND CONDITIONS FOR CLEANING/SWEEPING/JOB ETC, FOR KVS REGIONAL OFFICE, JAMMU

1. Name of the Regional Office

- Kendriya Vidyalaya Sangathan Regional Office, Jammu

2. Address/Location of the Building

Govt. Hospital Road, Gandhi Nagar, Jammu -180004

3. Area of the Building including

Floor Area of the Building is 4032 Sq. feet. open space.

4. No. of days during the Month for Which the services are required

All days except Sundays and Gazetted holidays unless otherwise required

- 5. That the agency would undertake to engage, employ and provide the requisite number of experienced personnel as detailed above for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. The person so deployed shall be exclusively for duties in O/O KVS,RO,Jammu. They should not be asked to do duty in any other organization beyond eight hours duty in KVS. Daily routine of duty shall be from 8 A.M to 1600 Hrs. or as may be decided by the Deputy Commissioner, KVS(RO) Jammu.
- 6. That the KVS, Regional Office, Jammu on its part shall not be liable to pay any charges, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.

(B) JOB DESCRIPTION & SCOPE OF WORK

- (1) Sweeping of entire area of the Regional Office building and it's surrounding and collection of all waste material and disposal of the same as per instructions of the Deputy Commissioner, KVS(RO) Jammu.
- (2) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. Once in the morning before opening of the Regional Office and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. Spray of flit etc. in all the rooms for keeping the rooms free from mosquitoes, flies and insects etc.
- (3) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Deputy Commissioner, KVS(RO) Jammu. Cleaning of carpets, Durries etc, if any.
- (4) In case of shortage of water or non-availability of water brining water from outside for cleaning.
- (5) Sweeping and cleaning of open areas, roads, passage, lawns etc. within the premises of the Regional Office, Jammu.
- (6) Regular dusting cleaning of furniture, tables and chairs and equipments, telephones, bookcases filing cabinets, almirahs and doors and windows in all rooms and other spaces of the Regional Office every day before opening of the Regional Office.
- (7) Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cake and odonil/ cakes in the urinals. Such Material shall be provided by the KVS. The contractor will ensure that the toiletries wash basins in the building and as mentioned above are always clean.
- (8) The choking of the sanitary installations e.g. Traps Bottle traps, gully, traps etc. is to be cleared within 24 hours of noticing the complaint.

(C) ITEMS OF WORK TO BE DONE GENERALLY ONCE IN A WEEK.

- (i) Washing and scrubbing of floor areas with detergents and dirt removing agent.
- (ii) Acid cleaning of sanitary wades, without damaging their shines.
- (iii) Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- (iv) Cleaning of filled surfaces in the corridors and staircase.
- (v) Cleaning of water storage tanks and water coolers, if any.
- (vi) Polishing of brass name plates and number plates and cleaning of all other name plates/Boards.
- (vii) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical agents and cleaning of partition paneling etc.
- (viii) Removal of cobwebs in all rooms and other spaces of the Regional Office.

Evaluation of Bid:

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

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

FINANCIAL PART OF BID

- 1) Contractors are requested to submit the price part of the Bid as per procedure provided in the GeM Portal. Annexure-VI regarding wage structure should be kept in mind while quoting price.
- 2) All bids shall remain valid for 90 days from the date of the publish. A bid valid for a shorter period shall be rejected by the KVS as non-responsive.
- 3) The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.
- 4) Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer i,e. KVS,RO,Jammu shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
- 5) The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :NIL Notification No. No. 44/2017-Central Tax (Rate) 14.11.2017

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

Award of Contract:

- (a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as detailed above.
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated above.
- (c) The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the biding process and reject all Bids at any time prior to the award of the contract.
- (e) AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
- (f) Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt.
- (g) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actual or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- (h) Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name KVS, RO, Jammu, Account No. 55045090799 IFSC Code SBIN0003132 Bank Name SBI, Gandhinagar, Jammu. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy/ proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
- (i) Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
- (j) The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- (k) While generating invoice in GeM portal the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

DISPUTE SETTLEMENT

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

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

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

TERMINATION OF CONTRACT

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

- a) Without any notice on expiry of the Contract Period.
- b) By giving one month advance notice by KVS,RO,Jammu on account of:
- (i) Losses suffered by the KVS,RO,Jammu, due to lapses on the part of the contractor/ his supervisor / workers/ guards.
- (ii) For committing breach of the contract of any of the terms and conditions of the contract.
- (iii) The contractor consistently provides unsatisfactory services.
- (iv) On violation of any Labour Laws as per the statutory provisions.
- (v) The contractor is declared insolvent by any court of Law.
- (vi) The contractor assigns the contract or any part thereof to any other person for subletting whole or part of the Contract.
- (viii) The contractor is not interested to complete / Continue the Contract.
- "Provided that during the notice period for termination of the Contract, the Contractor shall continue to provide the services as before till the expiry of the Notice Period."

DECLARATION

1. I, Son/ Daughter /wif	e of ShriProprietor/
Director, authorized signatory of the Agency/Fi	irm, mentioned above, is competent to sign this
declaration and execute this tender document.	
 I have carefully read and understood all the abide to them; 	e terms and conditions of the tender and undertake to
best of my knowledge and belief. I/we, am/ are	th the above application are true and authentic to the well aware of the fact that furnishing of any false rejection of my tender at any stage besides liabilities
4. Company/Firm has done in past satisfact any client.	orily/disciplined work and not blacklisted in past by
	Signature of authorized person with date
	Full Name
	Place: Seal

PROFILE OF THE CONTRACTOR / TENDERER AND TECHNICAL REQUIREMENT

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

Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency.

ANNEXURE - III

EMD DECLARATION

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

Signature:

(Authorised Signatory)

Designation: `

Stamp:

Place:

Date:

ANNEXURE – IV
(To be submitted with technical bid)

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

Sl.No	Financial Year	Income in Rs.	Expenditure in Rs	Net Profit/Loss in Rs.
1	2018-19			
2	2019-20			
3	2020-21			

Signature:

(Authorised Signatory)

Designation: `

Stamp:

Place:

Date:

ANNEXURE – V
(To be submitted with technical bid)

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

deployed				
ucployed			From	To
	-			

Signature:

(Authorised Signatory)

Designation: `

Place & date:

ANNEXURE - VI **FINANCIAL BID**

Name of the Bidder:	
Name of the Bidder:	

TABLE-A

Present wage structure as per the notification of Chief Labour Commissioner (Central) New Delhi (for information only) (Revised rates w.e.f. 23.04.2021).

Manpower charges Sweepers (Un-skilled) per month

Description	Description of wages and allowances		Amount in ₹ (Per day per person)	Amount per person per month for 26 days.	Total Amoun per Month
01	02	03	04	05	06
Sweepers (01 Nos. In total)	A	Rates of Minimum Wages (Basic + VDA)	539.00	14,014.00	
	В	EPF @ 12 % of Basic + VDA	64.68	1681.68	
	C	EDLI @ 0.5 % of Basic + VDA	2.69	70.07	₹.16,291.00
	D	Admn. Charges (EPF) @ 0.5 % of Basic + VDA	2.69	70.07	(120,23
	E	ESI @ 3.25 % of Basic + VDA	17.51	455.45	
	F	Total cost for 26 days (A to		16,291.00	

Service Charge:

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

Note:

- 1. The Service Charge quoted shall not be less than the TDS liability as per Income tax Act.
- 2. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder as other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc are as per statutory provision and as detailed in Para 4 of the Financial Part of Bid.
- 3. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Signature of Owner/Managing Partner/Director

Date: Full Name:

Place: Company's Seal: