

# THE TRIBUNE

Dated :- 11 June 2023

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## ARMY PUBLIC SCHOOL, BATHINDA

Bathinda Mil Station, PIN-151004

Tele No : 0164 2290057, Mobile No : 7626004733

### OUTSOURCING OF UNSKILLED WORKERS AT APS, BATHINDA

1. Bids are invited for "outsourcing of upto Thirty(30) unskilled workers" at APS Bathinda for the period of 11 months from 01 Aug 2023 to 30 Jun 2024 or actual date of commencement of contract. RFP including instructions for the bidders, technical specifications of work/services required, terms and conditions, special conditions and evaluation criteria is available on school website [www.apsbathinda.org](http://www.apsbathinda.org). Bids to be submitted duly signed and stamped by 2:00 PM on 02 Jul 2023.

2. Opening of Tenders/Bids : Part 1/ Technical Bid will be opened on 03 Jul 2023 at 11:00 AM at APS, Bathinda and Part 2/Price bid (commercial bid) will be opened only for those service providers who qualify in the technical bid.

Principal



**DAINIK BHASKAR**

**DATED : 11 June 2023**

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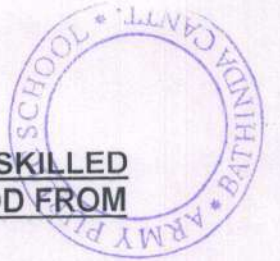
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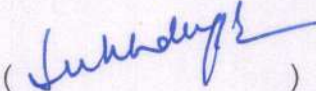
**Principal**



**BID NOTICE****INVITATION OF BIDS FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA FOR THE PERIOD FROM 01 AUG 2023 TO 30 JUN 2024**

1. Bids are invited from Registered Firms/ Agencies/Societies/ Bidders, hereinafter, to be referred as '**Service Provider**' or '**Bidder**' for getting into contract with Principal, Army Public School, Bathinda, hereinafter, to be referred as '**Buyer**' for outsourcing unskilled manpower for Army Public School for the period from **01 Aug 2023 to 30 Jun 2024** on daily wage basis.
2. Interested Bidders who can perform the said task can apply. Request For Proposal (RFP) can be downloaded from Army Public School, Bathinda website: **[www.apsbathinda.org](http://www.apsbathinda.org)**. RFP should be submitted in tender box placed at ARMY PUBLIC SCHOOL Bathinda completed in all respect.
3. Last date for submission of bid will be 21 days after the date of issue of RFP, the 1<sup>st</sup> day being one day after RFP has been issued. No bids shall be accepted after the bid date. Technical bids will be opened first and only those bidders who qualify, will be considered for commercial bid opening on approval of CFA.
4. The right to accept any bid not necessarily the lowest, or to reject any or all bid(s) without any prejudice to above mentioned paras and detailed Terms and Conditions rests with the Evaluation Committee/Board of Officers convened and assembled for the purpose.

Army Public School  
Bathinda  
Pin- 151004

(  )  
Principal  
Army Public School  
Bathinda

10 Jun 2023





## DRAFT REQUEST FOR PROPOSAL

(Army Public School, Bathinda)

### INVITATION OF BIDS FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA FOR THE PERIOD FROM 01 AUG 2023 TO 30 JUN 2024

1. Bids are invited from Registered Firms/Agencies/Societies/ Company, hereinafter, to be referred as '**Service Provider**' or '**Bidder**' for getting into contract with Principal, Army Public School, Bathinda hereinafter, to be referred as Buyer, for outsourcing unskilled manpower for Army Public School, Bathinda for the period from 01 Aug 2023 to 30 Jun 2024 on daily wage basis. All bids to be submitted according to RFP format/ preferably in the same document. Failure to do so will necessitate declaration of the bid as invalid.
2. The contract is to be for **11 months** with effect from **01 Aug 2023 to 30 Jun 2024**. The period of contract may be extended for a period of 11 months, not exceeding 33 months in total, after completion of contract solely on discretion of Buyer, if Buyer requires to continue with the present arrangement for outsourcing manpower and is satisfied with the quality of services offered, or may be curtailed / terminated before the expiry of the contract period owing to deficiency or substandard quality of service by the selected Company/Firm/Agency. The Buyer, however, reserves right to terminate the contract at any time after giving one month's notice to the selected Bidder.
3. The address and contact numbers for submission of physical documents by hand/speed post or seeking clarifications regarding this RFP are given below:-

(a)	Bids/queries to be addressed to	:	Principal Army Public School, Bathinda Mil Stn - 151004
(b)	Postal address for send the Bids	:	Same as 3(a)
(c)	Name/designation of the contact person	:	Mr Brij Mohan (Office Supdt)
(d)	Telephone numbers of the contact person	:	76260-04733 0164-2290057
(e)	E-mail ID of contact personnel	:	apsbathindacantt@gmail.com






4 This RFP is divided into five parts as follows:-

- (a) **Part-I.** Contains general information and instructions for the Bidders about the RFP such as the Time, Place of submission and opening of bids, validity period of Bid, etc.
- (b) **Part-II.** Contains essential details of the items/ services required, such as the Schedule of Requirements (SOR), technical specifications. The SOR will be part of the contract with the successful bidder.
- (c) **Part-III.** Contains standard conditions of the RFP, which will form part of the contract with the successful bidder.
- (d) **Part-IV.** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
- (e) **Part-V.** Contains evaluation criteria and format of price bids.

5. The RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP. Request For Proposal (RFP) can be downloaded from Army Public School, Bathinda website : [www.apsbathinda.org](http://www.apsbathinda.org). All technical documents including specifications should be sent as hard copies to Army Public School, Bathinda.

Army Public School  
Bathinda  
Pin- 151004

10. Jun 2023

(  )  
Principal  
Army Public School  
Bathinda





## **PART I - GENERAL INFORMATION**

1. **Critical Dates.** The critical dates are as follows:-

<b>CRITICAL DATE SHEET</b>			
<b>Ser No</b>	<b>Item</b>	<b>Date</b>	<b>Time</b>
(a)	Date of publishing of Advertisement	11 Jun 2023	08: 00 AM
(b)	Pre bid meeting	19 Jun 2023	11:00 AM
(c)	Last date of Bid submission	02 Jul 2023	2:00 PM
(d)	Bid opening	03 Jul 2023	11:00 AM

2. **Manner of Depositing the Bids.** Bidders are requested to peruse the entire RFP documents carefully before submitting documents. No representation will be accepted for lack of any documents once technical board finalizes the compliance report. The bids will be submitted in the following manner :-

- (a) **Cover-1.** Cover – 1 will contain the Technical Bids consisting of original documents as given in Para 19 of Part – II of RFP. Cover - I shall be submitted physically in the sealed tender box before 2:00 pm on 02 Jul 2023 day which is the bid submission end date.

**Note.** The documents should reach prior to bid submission closing date. No responsibility will be taken for postal delay or non-delivery/non-receipt of documents. Bids will be rejected if it does not reach by due date and time. The Bid Number & Project Name must be clearly mentioned on the top of the sealed envelope.

- (b) **Cover-2.** This will contain the Commercial bid in the form of "BOQ" (Bill of Quantities) as per **Appx 'E'** will be submitted physically.

3. **Location of the Tender Box.** "TENDOR BOX" is placed at the Main Gate of Army Public School, Bathinda. The bid may also be forwarded through Regd post at the address given at Para 3 of this RFP and it will be clearly mentioned on top of the outer envelope **" BID FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA.** The onus of ensuring that the bids reach the school Principal on time and is dropped in the "Tender Box" would rest with the bidder.

- (a) Physical receipt of specified document shall be mandatory prior to technical bid opening.
- (b) Non receipt of the documents as mentioned in Para 2(a) above physically in tender box shall render the technical bid, invalid.
- (c) Only those documents specified in the tender document and are found in the tender box will be opened/ accepted.
- (d) No clarification post submission of bids on the initiative of the bidder will be entertained.





4. **Time and Date for Opening of Bids.**

(a) The bids will be opened by detailed Board of Officer (BOO) at 11:00 am on D+22<sup>nd</sup> day at Army Public School, Bathinda. Details will be as reflected on Army School Bathinda website, where Bid Enquiry has been uploaded.

(b) In case of the due date for opening of bids being declared a closed holiday, the bids will be opened on the next working day at the same time or on any other date/time, as intimated by the Buyer.

5. **Place of Opening of the Bids.** At Army Public School, Bathinda or at a designated place as intimated by Presiding Officer/ Accepting Officer of the BOO.

6. **Opening of Two-Bid System (Technical and Commercial)**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of Technical Bids will be carried out offline.

(b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the successful Bidders through School website.

7. **Forwarding of Bids**

(a) The documents specified at Para 2(a) are to be dropped in the sealed tender box by 2:00 PM on D + 21<sup>st</sup> day. The technical bids shall not be accepted if these documents are not found in Cover-1.

(b) The TECHNICAL and COMMERCIAL bids will be submitted in two separate sealed envelopes duly marked with the name of the Firm and marked as:-

(i) **COVER-1: TECHNICAL BIDS FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA".**

(ii) **"COVER – 2 : COMMERCIAL BID FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA".**

(iii) Both the aforesaid sealed envelopes will be placed in a third sealed envelope duly marked with the name of the firm and the words **"BIDS FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA"** clearly written on top.

(iv) The bids shall not be accepted, if the technical and commercial bids are not submitted in separate covers as explained.

(c) The TECHNICAL Bid AND COMMERCIAL BID should be submitted by the bidder duly signed by legal owner of the firm or the person authorised by him to do so.

(d) Only ink signed copy of Bid form and requisite documents should be submitted without any cutting, eraser marks or over writing, else the bid will be rejected.

(e) The rates must be written both in words and figures.





(f) The rates quoted in the Bid shall be valid up to tenure of contract and would be binding upon the the Service Provider.

(g) The wages of the skilled / unskilled should be as per Government of Punjab rules or as per rates fixed by Central Government revised from time to time as applicable under minimum wages Act 1948. In case nerrick rates fixed by Central Government are higher than the State Government rates or vice versa, then the rate whichever is higher will be applicable. **Latest Central/ State Government nerrick rates (whichever is higher) shall be applicable.**

(h) The bidders will follow the payment rules of minimum wages (As per Central Government/ Labour department of Punjab, taxes, EPF, ESIC etc). The Service Provider will attach the worksheet of the minimum wages to be paid to the unskilled worker. **For payment the condition mentioned in Para 7(g) above will apply.**

(j) The bidders should sign each page of the bid form for acceptance of all the terms and conditions of the bid. If thumb impression is being used, a notary/ gazette officer must attest it.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than 7(seven)days prior to the date of opening of the bids. Copies of the query and clarification by the Buyer will be sent to all the prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by post and such signed confirmation should reach the Buyer not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EARNEST MONEY DEPOSIT.

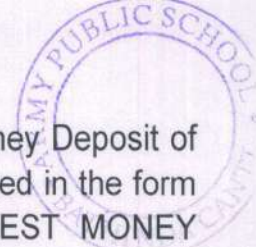
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at his discretion, ask the Service Provider/bidder for clarification of his/her bid. The request for clarification will be given through e-mail and no change in prices or substance of the bid will be sought, offered or permitted. No clarification post bid opening on the initiative of the Service Provider/Bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Service Provider/Bidder in any form, unsolicited letter and post Bid correction may invite summary rejection of the bids with forfeiture of EARNEST MONEY DEPOSIT. Conditional Bids will be rejected without any further processing.

12. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.

13. **Description of Work.** Provision of upto **thirty (30) unskilled workers** at Army Public School, Bathinda for a period of 11 (Eleven) months Only.





14. **Earnest money Deposit.** Bidders are required to submit Earnest Money Deposit of Rs. 30,000/- along with their bids. The earnest Money Deposit may be submitted in the form of Demand Draft in Favour of Army Public School, Bathinda. EARNEST MONEY DEPOSIT is to remain valid for a period of 225 days i.e. 45 days beyond the bid validity period (180 + 45 days) from date of submission of bids. Earnest Money Deposit of the unsuccessful Bidders will be returned at the earliest before expiry of the final bid validity. The Bid EARNEST MONEY DEPOSIT of the successful service Provider / Bidder would be returned, without any interest, whatsoever, after the receipt of Performance Bank Guarantee as called for in the contract. Earnest Money Deposit is not required to be submitted by those Service Provider/ Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself for the same purpose. The Earnest Money Deposit will be forfeited if the Bidder withdraws or amends, impairs or derogates from the bid in any respect with in the validity period of their bid. The format of the Earnest Money Deposit is attached as Appx 'B'.

15. **Fraudulent and Corrupt Practices.**

(a) The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the buyer may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Bidding Process.

(b) Without prejudice to the rights of this Office under Clause-(a) herein above, if a bidder is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any Bid issued by this Office during a period of 2 (two) years from the date such Bidder is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice as the case may be.

(c) This organization has zero tolerance for crime/atrocities against women and this must be ensured during operation under the activities included in SOR.

(d) For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them: -

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any value to influence the actions of any person connected with the Bidding Process.

(ii) Engaging in any manner whatsoever, except as permitted, whether during the Bidding Process or after the issue of the Letter of Agreement (LOA) or after the execution of the Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project.





(iii) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

(iv) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process; "undesirable practice" means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 16. Legal.

(a) The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Service Provider is not meeting out/violating any procedures/taxes/ Acts/ Rules then that will be met out, out of the Performance Security Deposit made by the Service Provider.

(b) The Service provider shall also be liable for depositing all taxes, levies, cess etc on account of service rendered by it to Government of India, to the concerned tax collection authorities from time to time as per extant rules and regulation on the matter.

(c) The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.

(d) The Tax Deduction at Source (T.D.S.) as per the provisions of Income Tax law or any other Tax laws, as amended from time to time shall be sole responsibility of vendor and no tax liability shall be borne by this office. A certificate of tax deduction shall be provided to this Office by the vendor.

(e) In case, the Biding Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Buyer is put to any loss/obligation, monetary or otherwise, the Buyer will be entitled to get itself reimbursed out of the outstanding bills or the Performance Bank Guarantee of the Service Provider, to the extent of the loss or obligation in monetary terms.

(f) The Service Provider will solely be responsible for any legal case/dispute raised by his workers deployed at Army Public School, Bathinda and Army Public School, Bathinda will in no way be responsible for any such dispute and the Service Provider will indemnify the Army Public School, Bathinda against any such legal costs/disputes.

(g) All legal proceedings, if any, arising out of this Bid shall have to be lodged in judicial courts situated at **Bathinda** only and not elsewhere.





17. **Bid Qualification Criterion.**

(a) The bidder must have successfully executed/currently executing (satisfactorily up to December 2022) similar services within the last five years. **Work done before April 2018 will not be considered** in Central Government Ministries/Department/Army/Navy/Air force or Central Public Sector Undertakings. Experience with **State Government/ Public sector undertaking** /institutions/private organizations will not be considered.

(b) Three similar services having not less than 40% (Forty percent) of AON cost of this contract.

OR

(c) Two similar services having not less than 50% (fifty percent) of AON cost of this contract.

OR

(d) One similar service having not less than 80% (eighty percent) of AON cost of this contract.

(e) **The value of Execute work shall be brought to contract costing level by enhancing the actual value of work at simple interest @ 7% per annum.**

(f) The firm/ agency should have been registered with EPF and ESIC authority. The copy of registration alongwith code number will be submitted with tender form.

(g) The firm/ agency/ Bidder should be having a valid contractor license issued by State/ Central Govt.

(h) **Financial Capability.** Average Annual financial turnover of related services during last three years ending 31<sup>st</sup> March of the previous financial year, should be atleast 30 % of cost quoted.

(j) An undertaking to be taken from successful bidders to the effect the rate quoted will not lead to the loss of the contractor.

18. **Miscellaneous Conditions.**

(a) The contract should not be assigned or sub-let to any other agency.

(b) The time specified for the service in the contract shall be deemed to be the essence of the contract and the successful bidder shall arrange for the service within the period.

(c) If the successful bidder (contractor) fails to provide the service within the specified period/extended period, Army Public School, Bathinda shall have the liberty to arrange for the service. In such a case, the bidder will reimburse the complete loss sustained by the Buyer, Army Public School, Bathinda. In such case the buyer or his delegated authority shall also be empanelled to order the forfeiture of the EARNEST MONEY DEPOSIT/PERFORMANCE BANK GAURANTEE in full or part as may be deemed fit.

(d) When the contractor fails to provide one or more unskilled worker, or fails to provide one or specified number of unskilled worker, the Army Public School, Bathinda,





may hire the deficient service at the risk and expense of the contractor and payment for hiring of such service will be recovered from the Performance Bank Guarantee of the contractor kept with the ARMY PUBLIC SCHOOL, Bathinda. The deficient amount will be made up by the contractor within 15 days or else will be deducted out of pending bills.

(e) The Buyer has the right to accept any tender not necessarily lowest and to reject any or all tender (s) without assigning any reason and accept any tender for all or any or more of the service for which tender has been given. In case of any discrepancy whatsoever, the decision of the Buyer shall be final.

(f) The Army Public School, Bathinda, reserves absolute right to inspect the personnel before their services are provided.





## **PART II - ESSENTIAL DETAILS OF SERVICES**

1. **The Scope of Work.** Services required is Outsourcing of upto Thirty (30) Unskilled Worker on Daily Wage basis for maintenance and upkeep of Army Public School for the period of 11 months from 01 Aug 2023 to 30 Jun 2024. The scope of work (Services) required are given below :-

- (a) Cleaning of all roads, roadside, open drains and those close to the office buildings, classrooms, open area, back spaces and open spaces adjoining office complexes, classrooms and buildings, hard standing, plinth areas, car and scooter parking areas and cycle stands.
- (b) Sweeping and mopping of complete school premises including all classrooms, offices, labs, corridors etc
- (c) Cleaning of all doors, windows, porches, roofs etc from the outer sides once every fortnight with clean and efficient material.
- (d) Cleaning of all toilets (03 times daily) using clean and efficient material.
- (e) Dusting of all rooms and areas inside building.
- (f) Cleaning and removal of wild growth of various types in all open areas, back yard of the classrooms/office and on roof of buildings once a fortnight and on as required basis.
- (g) Collection, dumping and removal of filth, garbage from garbage pit/ vaults/ receptacles to a designated point/area for further disposal. Cleaning of garbage and other loose rubbish from selected points and disposing them at site, as directed.
- (h) Marking of grounds with lime wash/bleaching powder. Lime wash of open drain sides and flower bed edges on an as required basis.
- (j) Hard standings close to the roads, parking areas, open spaces and common recreational areas are to be scrubbed with hard brush so as to remove all stains, fungus growth etc.
- (k) Maintenance and upkeep of areas assigned and their surrounding so that a neat and tidy military standard is always maintained.
- (l) Cutting and removal of undergrowth and foliage from drains, roads, building roof, hard standing etc.
- (m) Levelling of minor water pits and periodic de-silting of drains.
- (n) Maintenance and upkeep of garden area/ lawn and open grounds.
- (o) Cleaning and maint of electricity panels/ power points.
- (p) Collection and removal of sullage water.





(q) Any other items of work within the frame work of upkeep and maintenance as assigned by the Administrative Supervisor.

## 2. Technical Details

(a) Area within ARMY PUBLIC SCHOOL is as under:-

- (i) School building including classrooms, staffrooms, offices, washrooms, labs, MI room, corridors, stairs, rooftop etc.
- (ii) Open space like lawn, playground, training area, parking area out side school building.
- (iii) Drains/Nallas
- (iv) Roads, inside and outside boundary wall.

(b) The representative of ARMY PUBLIC SCHOOL (Administrative supervisor) will handover security token during entry of unskilled workers to ARMY PUBLIC SCHOOL and collect the same before their exiting from Army Public School after completion of duties every day.

(c) Service Provider will depute himself or a Supervisor to supervise the task in the Army Public School, Bathinda. The individual so deputed will meet the designated Administrative supervisor once daily.

(d) **Police Verification**. The responsibility of obtaining **Police Verification** for all the members of the work force rests with the service provider. Service provider will submit the police verification proof with Army Public School Bathinda. No unskilled workers will be allowed to enter the school without police verification and any such worker will be marked absent and will not be paid for. In case of repeated failure to provide the full complement of the workforce, the contract will be liable for cancellation and invoking of the risk and cost clause against the service provider. All workers should have functional bank accounts.

(e) **Other Details are as Follows:-**

(i) The unskilled workers shall be provided with necessary equipment/tools for their work by the Service Provider. The equipment /tools will be properly maintained by Service Provider and any damages/ Loss will be made up by the Service Provider.

(ii) **Uniform**. The Service Provider shall be responsible of providing one set of uniform with insignia as approved by Army Public School, Bathinda to the workers so engaged to maintain uniformity and identification.

(iii) No additional charges will be levied by the Service Provider to the Buyer in case any local taxes/toll/octroi are paid by Service Provider to any local/civil authority during the operation of the contract.

(iv) Persons cannot be changed w/o prior permission of Principal, Army Public School, Bathinda. Reasons for same will be intimated to Buyer.

(v) Any person not found suitable for any reason as found by Buyer will be changed within 48hrs. Thus the service provider shall maintain a **reserve pool of unskilled workers** so that a suitable reliever can be provided immediately.

(vi) Any unskilled worker who is not found performing to the satisfaction of Administrative Supervisor at ARMY PUBLIC SCHOOL Bathinda will be





intimated to the Service Provider. After which the unskilled worker shall be removed and replaced with another unskilled worker.

(vii) **Age and Physical Standards.** Should be compliant with the requirements of Ministry of Labour and Employment of the Government of India. **No individual less than 24 years (On Date of start of the Contract) or more than 55 years of age (On Date of start of Contract)** will be hired. The unskilled workers upto (thirty) should be physically fit, able bodied. They should have been administered with both corona virus vaccines.

(viii) **Gender Balance.** Gender balance with **at least 40% female workers** will be maintained. However, in case of non-availability of suitable gender of unskilled worker, the vacancies will be made up from other gender with prior sanction of Principal, Army Public School, Bathinda.

(ix) **Health of Workers.** Service Provider will submit Health Certificates of all the workers. The service provider will abide by government guidelines on COVID-19 issued from time to time.

(f) Buyer, ARMY PUBLIC SCHOOL, Bathinda reserves the right to reduce the demand of unskilled worker to be employed per month by 30%, with a notice period of one month, in case of unforeseen curtailment of budget. The Service Provider shall not be entitled to any compensation or liability from Buyer. The demand of Conservancy Safaiwalas will be intimated accordingly to the Service Provider by Buyer.

(g) No foreign bidder will be permitted.

### 3. **Working Hours.**

(a) The above mentioned service and unskilled worker will be available to Army Public School, Bathinda for eight hours including 30 minutes break to cater for attendance in morning and break off, breakfast and lunch. No. of working days will be 26 per month except February, which will have 25 working days. The timings will be as per the school schedule and may be changed depending on season and the requirement of the Buyer.

(b) **Leave.** All leave requirement will be managed by the Service Provider. Replacement/Relief of such workers will be provided to Army Public School, Bathinda by the Service Provider. Monthly payment of workers will be calculated based on regular and daily attendance.

4. **Absence.** Absence of more than two workers on any given day will not be acceptable. Service Provider will cater for relief of absentees whenever asked for by Army Public School, Bathinda. Delay of 2h or more with respect to School timings, in reporting for duty will be treated as absence and payment for that day will be deducted from monthly bills.

5. In case of breach of any of terms and condition of the contract by the service provider, the buyer shall have the right to cancel the contract and performance bank guarantee shall be forfeited and encashed.

6. The service provider shall ensure that all statutory/ mandatory requirements either related to wages disbursement or related to deposition of EPF/ ESI with concerned authorities of providing of ESI facilities to the manpower are fulfilled.





7. The service provider must provide salary slips, EPF numbers and ESI Cards, duly activated to all unskilled workers. The vendor should also ensure that EPF statements to the unskilled workers are provided. Any delay in submission of these records will force the buyer to deduct proportionate amount from the bills.

8. The service provider shall intimate the details like name, age, parentage address (residential as well as permanent) of unskilled workers and shall also intimate changes in addresses of unskilled workers as and when they take place.

9. **Location of Service Provider.** Office Registration Certificate, Office of vendor must be within 30-50 km of Bathinda for availability at short notice in case of any administrative issues.

10. **Code of conduct** The service provider shall strictly observe that the workers: -

- (a) Are punctual and arrive at least 15 minutes before start of their working time.
- (b) Perform their tasks with honesty and sincerity.
- (c) Understand their task and follow instructions issued from time to time.
- (d) Extend respect to all staff of the school.
- (e) Shall not consume alcohol or any form of drugs while on duty. Any worker found in an inebriated state while on duty, will be treated as absent for that day and will be asked to move out of School Premises. More than two such incidents reported with respect to a worker, will entail blacklisting of his name. The worker will not be allowed inside school premises thereafter.
- (f) Will not gossip or chit chat while on task.
- (g) Will never sleep while on duty.
- (h) Will not read newspaper or magazine while on duty.
- (j) Shall not smoke in the school premises.

11. **Unsatisfactory Performance** In case services provided by the unskilled worker(s) are found unsatisfactory the Service Provider shall provide suitable relief immediately and the relief provided shall continue for one month at least (**26 days including gazetted / closed holiday**) to be eligible for payments of his / her services.

12. **Period of contract.** The contract shall be for 11 months wef 01 Aug 2023 to 30 Jun 2024, extendable each year up to **11 months** (performance based).

13. The contract can be extended for additional period of 11 months (each year), not exceeding 33 months in total, only on satisfactory performance of service provider in current year on whole sole discretion of Buyer.

14. Service provider will render certificate confirming that wages have been paid to unskilled workers.

15. **Security Passes.** Security instruction of Bathinda Military Station shall be adhered to by the unskilled workers. The Service Provider will provide identity cards to all the workers as per format approved by the Buyer. Expenses of security passes shall be borne by the service



provider. The same will be issued after submission of Police Verification and health certificate proof.

16. **Post Contract Monitoring.** The contract monitoring will be done by Post Contract Management (PCM) team. The following tasks will be carried out by this team.

- (a) Provide points for improvement and obtain timely feedback.
- (b) Recording of data regarding delayed / undelivered service and other issues / complaints (which will be duly acknowledged by rep of service provider) for calculation of penalty / LD.

17. **Service charge** Service provider are required to quote minimum 3.85% as service charge vide Govt of India, Min of Fin Office Memorandum No F.6/1/2023-PPD dt 06 Jan 2023.

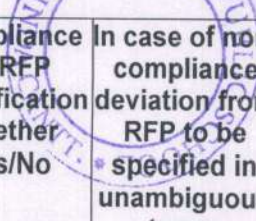
18. **Two Bid System.** In respect of two bid system bidders are required to furnish clauses by clause compliance of specifications bringing out clearly the deviations, from specification, if any. The bidders are advised to submit the compliance statement in the following format along with Technical Bid in addition to submit Technical Compliance Certificate as per format given at **Appx 'C'**:-

S No	Specifications for Outsourcing manpower's	Specification of service offered	Compliance to RFP specification whether Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms
(a)	Certificate for acceptance of terms and conditions of RFP on Bidders letter head as per <b>Appx 'A'</b> .			
(b)	Registration of Service Provider(firm)/contractor/ Bidder with Labour Department for supply of outsourced upto <b>thirty (30) unskilled workers</b> for services as mentioned in Para 1 of Part II of the RFP	Copy of valid Labour License for the contract period being bid for is required.		
(c)	ESIC Registration	Copy of valid ESIC Registration is required.		
(d)	EPF Registration	Copy of valid EPF Registration is required.		
(e)	Latest IT Return	Copy of last three years is required.		
(f)	PAN Card/TAN No	Copy is required.		
(g)	Goods & Service Tax Registration (GSTIN)	Copy of GSTIN allotment letter is reqd		



S No	Specifications for Outsourcing manpower's	Specification of service offered	Compliance to RFP specification whether Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms
(h)	Certificate for successful completion of similar contract i.e. outsourcing of unskilled workers etc in Central Govt organization/ Army/ Navy/Air Force/ State Govt/ Public Undertakings/ Reputed Pvt Organization	Contract completion Certificate/ satisfactory performance of ongoing contract and work order from Employer is required. <b>'Latest experience/ User Satisfactory Certificate in outsourcing of unskilled workers etc must be attached with bid documents'</b> .		
(i)	An affidavit that the Contract/ bidder/firm has not been blacklisted by any Government/other agency	<b>Original Affidavit should be of latest vintage. It should not be more than 15 Days old from the date of uploading of documents.</b>		
(k)	Earnest Money Deposit (EMD)	EMD of RS. 30,000/- in the form of Demand Draft and letter as per <b>Appx 'B'</b> .		
(l)	Bid Validity	The bid should valid for 180 days from last date of submission of bids.		
(m)	Model ECS Mandate	As per <b>Appx 'D'</b> signed by Bank		
(n)	Contractor license of employment of outsourced Unskilled manpower	Latest copy is required. The license should be valid on the date of submission of bids. The renewed license (if required) will be provided by the successful L-1 bidder within 15 days of the declaration of L-1 bidder.		





S No	Specifications for Outsourcing manpower's	Specification of service offered	Compliance to RFP specification whether Yes/No	In case of non-compliance deviation from RFP to be specified in unambiguous terms
(o)	Office of Firm	Address Proof in the form of Electricity Bill.		
(p)	The bidder should have had a minimum average turnover of not less than the 30 % of estimated value of contract cost during each of <b>last three financial years</b> in execution of service of similar nature i.e. outsourcing of unskilled workers.	Copy of financial documents / balance sheet are required which clearly indicates the same.		
(q)	Latest Police verification of firm/contractor/Bidder	Should not be more than three months old from the last date of submission of bid.		
(r)	The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt.	Scanned copy of undertaking to that effect to be furnished by the bidder. In case of default /false declaration, EARNEST MONEY DEPOSIT will be forfeited.		

**Note:-**

- (a) All required documents should be submitted along with Technical bid.
- (b) All documents should be self-attested authenticated by authorized person of firm with seal.
- (c) The bid documents must be submitted in original.

19. **Delivery Period.** Delivery period for supply of upto 30 (thirty) outsourced Unskilled Workers would commence from the effective date of contract i.e. **01 Aug 2023 2023 to 30 Jun 2024**. Please note that contract will be cancelled unilaterally by the Buyer in case the unskilled workers are not provided immediately by the vendor on the commencement of the contract.





20. **Supervisory Staff.** One supervisor per 30 unskilled worker or part thereof will be incorporated/ provided for better execution of services. The supervisor may be nominated from within contracted unskilled workers. The duties of the supervisory staff would be as follows :-

- (a) Maintain attendance register of labours of unskilled worker and show it to the Adm Supervisor, Army Public School, Bathinda.
- (b) Obtain work details from Administrative Supervisor of Army Public School, Bathinda and accordingly detail working parties at required locations, within the station.
- (c) Ensure that the work starts at the given time. Break between the work and resumption of work is as per given time.
- (d) Maintain a record of personal details of each unskilled labour of unskilled worker to include Police Verification, AADHAR/ PAN card, Home address, Mobile number etc and forward one copy of same to Army Public School, Bathinda.
- (e) Maintain health cards for each worker.



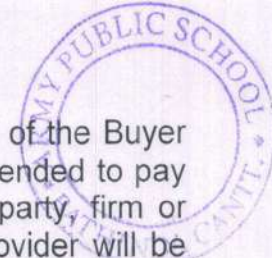


### PART III - STANDARD CONDITIONS OF RFP

THE SERVICE PROVIDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL SERVICE PROVIDER AS SELECTED BY THE BUYER FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE SERVICE PROVIDER

1. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract wef **01 Aug 2023** or as decided by the Buyer and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or performance, which cannot be settled amicably, may be resolved through arbitration.
4. **Penalty for Use of Undue Influence.** The Service Provider undertakes that he/she has not given, offered or promised to give, directly or indirectly, any gift consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with Army Public School, Bathinda for showing or forbearing to show favour or prejudice to any person in relation to the present contract or any other contract with the Army Public School, Bathinda. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him/her or acting on his/her behalf (whether with or without the knowledge of the Service Provider or the commission of any offers by the Service Provider or anyone employed by him/her or acting on his/her behalf, as defined in Chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift bribe or inducement or any attempt at any such act on behalf of the Army Public School, Bathinda to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damage forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission.** The Service Provider confirms and declares to the user that the Service Provider is the original provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Govt of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The





Services Provider agrees that if it is established at any time to the satisfaction of the Buyer that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider will be liable to refund that amount to the Buyer. The Service Provider will also be debarred from entering into any supply contract with Army Public School, Bathinda for a minimum period of Five Years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the service provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Service Provider along with interest at the rate of 2% per annum above LIBOR Rate / Alternate Reference Rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Army Public School, Bathinda.

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

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/Service Provider, other party shall not disclose the contract or any provision, specification, plan design, pattern, sample or information thereof to any third party.

8. **Bid Opening Procedure.** The bids opening would be of two parts. Firstly, all the documents submitted by bidders will be verified for technical eligibility of the bidders. In the next part commercial bids of only technically eligible bidders would be as decided by the procurement committee.

9. **Fall Clause.** The following fall clause will form part of the contract placed on successful Bidder:-

(a) The price charged for the services supplied under the contract by the service provider shall in no event exceed the lowest prices at which the service provider sells the services or offer to sell services of identical description to any persons/ organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply Orders placed during currency of the rate contract is completed.

(b) If at any time, during the said period the Service Provider reduces the sale price, sells or offers to sell such services to any person/ organization including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or offer of services and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced.

10. **Liquidated Damages.** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply Outsourcing manpower as specified in this contract, the Buyer may, at his discretion, **withhold any payment** until the completion of the contract/services. Also The Army Public School, Bathinda shall without any prejudice to any other right or remedy available in law levy "**Liquidated Damages upto max 10% of contract value**", if the Service Provider fails to provide contracted strength of manpower or services as desired, for the contracted duration.





In case of any violation affecting discharge of duties/conduct, following penalties will be made: -

(i) **Wage Penalty**. No wages will be given to the absentees or outsourced manpower less provided than the demand. In addition to non-payment of wages to the absentees a penalty of **Rs 100/- per individual per day** will be levied for the absence **without permission**. The same will be deducted while preparing the contingent bill for the month.

(ii) That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Service Provider.

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

(a) For exhibiting an insolent behaviour and poor personal conduct by the Service Provider himself/herself or his/her personnel.

(b) In case of any lapse on the part of the Service Provider or his/her personnel regarding security aspects in the Bathinda Military Station for which an investigation will be carried out and if the Service Provider is found guilty, the agreement will be terminated.

(c) The supply of services is delayed for causes not attributable to Force Majeure after the scheduled date of commencement of contract.

(d) The Service Provider is declared bankrupt or becomes insolvent.

(e) As per decision of the Arbitration Tribunal.

(f) On the directions of Superior Headquarters.

(g) Violation of any of the terms and conditions as given in the contract,

(h) Army Public School, Bathinda may terminate the agreement by giving at least 30 days notice in writing to the vendor without assigning any reason. Army Public School, Bathinda may terminate the contract even without any notice in case of any security breach or any actions inimical to security of the school/students or its personnel.

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

13. **Transfer and Sub-letting**. The Service Provider has no right to sublet, assign or otherwise dispose of the contract or any part thereof as well as to give or to let a third party to provide services.

14. **Amendments**. No provision of present contract shall be changed or modified in any way after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.





## 15. Taxes/ Duties.

### (a) General.

(i) Service Provider must indicate separately all the relevant taxes/ duties likely to be paid on connection delivery of services as specified in the RFP. If Service Provider desires to ask for (EPF, ESIC, Income Tax etc), the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

(iii) If a Service Provider chooses to quote a price inclusive of any duty/tax and does not confirm inclusion of such duty/tax is firm and final, he/she should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily. **Stipulations like the said duty/tax was presently not applicable but the same will be charged if it becomes liable later on.**

(iv) If a Service Provider is exempted from payment of any duty/tax upto any value of supplies from them, he/she should clearly state that no such duty/tax will be charged by him/her up to the limit of exemption which he/she may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases it is clearly stated by a Service Provider that such duty/tax will not be charged by him/her even if the same becomes applicable later on. In respect of the Service Providers, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with the other bidders Service Providers.

(v) **Reimbursement of Taxes.** Any change in levies, taxes and duties levied by Central/State/Local Govt such as GST/Octroi/ entry tax etc on final product uploaded, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Service Provider. The same will be remitted through a Bank Draft by the Buyer to the Army Public School, Bathinda.

(vi) Levies, taxes and duties levied by Central/State/Local Governments such as excise duty, GST, Service Tax, Octroi/ entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on inputs items will not be paid by buyer and they may not be indicated separately in the bids. Service Providers are required to include the same in the pricing of their product.

(b) **Sales Tax /GST.** If it is desired by the Service Provider to ask for Sales tax/ GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Service Provider are inclusive of sales tax/GST and no liability of sales tax will be developed upon the Buyer.





(c) **Octroi duty & local taxes.**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provision for such Exemption is only on production of such exemption certificate from an gazetted officer. Service Provider should ensure that stores ordered against contract placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the Exemption Certificate from concerned office, to avoid payment to such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the Service Provider to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.





#### **PART IV - SPECIAL CONDITIONS OF RFP**

(The Service Provider/bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Service Provider (i.e. Contractor in the Contract) as selected by the Army Public School, Bathinda. **Failure to do so may result in rejection of Bid submitted by the Service Provider.**

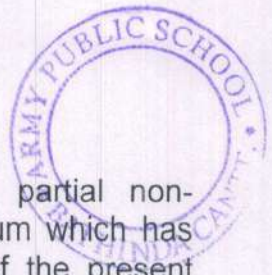
1. **Performance Bank Guarantee.** Service Provider will be required to furnish a Performance Bank Guarantee in the form of Bank Draft through a public-sector bank or a private sector bank authorized to conduct Government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to **3% of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid up to 60 days beyond the completion date of contract or extension thereof. The performance cum warranty/guarantee **will be held by Army Public School, Bathinda.**
2. **Payment Terms for Contractor.** It will be mandatory for the Service Providers to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheque, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Service Providers for receiving payments through ECS can be given on request. The payment will be made by Army Public School, Bathinda, on monthly basis on 10<sup>th</sup> of every month.
3. **Advance Payments.** No advance payment(s) will be made.
4. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Service Providers to the Paying Authority along with the bill: -
  - (a) Ink-signed copy of contingent bill.
  - (b) Ink-signed copy of contractor's bill.
  - (c) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as proof of payment for EPF/ESIC contribution of beneficiaries, etc).
  - (d) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
  - (e) Any other document / certificate that may be provided by the Contractor.
  - (f) User Acceptance/Satisfaction Report.





5. **Manpower by the Contractor.** It will be the responsibility of the **Service Providers to do monthly payment to the hired outsourced unskilled workers for each respective month.** The same payment will be done electronically into the outsourced manpower savings bank account. Remittance of wages in the bank A/c of outsourced manpower who have worked for more than 15 days in a month will be mandatory. In case of outsourced manpower who have worked for less than 15 days' remittance of wages into bank A/c is desirable provided the individual is willing to receive emoluments through Bank A/c after completion of the month. **The contractor shall pay to the individuals employed by him wages as per the latest nerrick rates based on notifications of Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (c) New Delhi and will be guided by provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971.** The Service Provider will also render a Monthly Utilization Certificate of the disbursement of amount from Army Public School, Bathinda to the respective outsourced manpower. In case of less payment to the outsourced manpower by Service Provider, penal actions and actions like black listing of Service Provider may be resorted to.
6. **Risk & Expense Clause.** That if the Service Provider fails to carry out duty as per terms of contract i.e. when the Service Provider fails to provide the requisite number of unskilled worker, the Buyer may resort to remedial actions available under the law on account of such breach, at the cost of Service Provider. The quantum of recovery will be decided as per latest Govt norms / instructions and policies on the subject, which will be binding & final.
7. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional **50%** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option.
8. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **50% plus / minus** increase or decrease the quantity of the required goods / services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
9. **Accidents.** In circumstances, when the worker on duty meets with an accident, resulting in loss or damage to property or death with respect to the worker or any third party, the responsibility for handling any legal or financial implications shall rest solely with the Service Provider. Army Public School, Bathinda shall have no liability, whatsoever, in this regard.
10. **Child Labour/Senior Citizens/Foreign National.** Utilization of child labour, senior citizens & foreign nationals is strictly prohibited and will invite legal action.
11. **Inspection Authority.** The inspection will be carried out by representative of Army Public School, Bathinda.
12. **Transportation.** The responsibility for transporting the manpower to the site where services are to be carried out rests with the Service Provider.





13. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the day of their beginning onset/commencement.

(d) If the impossibility of complete or partial performance of an obligation lasts for more than 03 (Three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. **Statutory Obligations (Applicable to the successful bidder).**

(a) **Minimum Wages.** The Service Provider will ensure payment of either equal to or more than latest nerrick rates given as per latest notification of **Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (c) New Delhi** & will be guided by Minimum Wages Act, 1948 as revised from time to time to the unskilled employees deployed by him. Non-adherence to latest nerrick rates and the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of PERFORMANCE BANK GAURANTEE and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed conservancy contract as per the existing minimum wages promulgated by the Labour Department, Govt. of India to the skilled/ unskilled workers.

(b) **EPF and ESI.** Payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the Service Provider in the concerned account.

(c) The Service Provider shall pay to the outsourced manpower provided by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, Contract Labour (Regulation and Abolition) Central Rules, 1971 and Delhi Contract Labour Rules, 1972.

(d) The Service Provider shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment within 5th day after the last wage period.





(e) The Service Provider shall abide by the following provisions:-

- (i) Minimum wages Act 1948.
- (ii) The Contract Labour (Regulation and Abolition) Act, 1970.
- (iii) Central Govt Contract Labour (Regulation and Abolition) Act.
- (iv) Notifications of latest nerrick rates published by **Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner (c) New Delhi.**
- (v) Child Labour (Provision and Regulation) Act, 1986.
- (vi) Employees Provident Fund and Miscellaneous Provision Act, 1952.
- (vii) Any other Act/Rules/Policies promulgated by the Govt of India in relation to employment of contractual labour.
- (viii) Completing all other statutory obligations involving contractual unskilled worker will be the sole responsibility of the Service Provider. It will be the sole responsibility of the Service Provider to keep Army Public School, Bathinda informed regarding submission of statutory formalities and their complete or incomplete status. If it is not adhered to, it will be considered as breach of contract. The Service Provider is bound to produce proofs or documents in respect of above mentioned clauses whenever asked by Buyer.

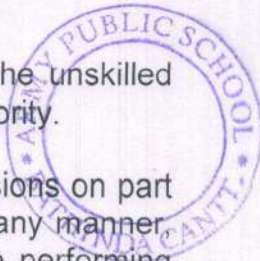
15. The Service Provider agrees to indemnify the customer against all claims for compensation by or on behalf of unskilled worker by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

16. **Registers and Other Records to be Maintained by the Service Provider as per Contract Labour (Reg And Abo) Central Rules, 1971.** The registers and records that will be maintained by Service Provider are as follows:-

<b>S No</b>	<b>Action</b>	<b>Form</b>	<b>Rules</b>
(a)	Maintain register of persons employed	Form XIII	Rule 74
(b)	Employment Card to be issued within three days of employment to each worker	Form XIV	Rule 76
(c)	Service Cert to be issued to every worker on termination of employment for any reason	Form XV	Rule 77
(d)	Muster Roll	Form XVI	Rule 78 (1)(a)(i)
(e)	Register of wages	Form XVII	Rule 78(1)(a)(i)
(f)	Wage slip will be issued to each worker on the day the wages is paid in the presence of the	Form XIX	Rule 78 (1)(b)
(g)	Register of deductions of damage or loss	Form XX	Rule 78(1)(a)(ii)
(h)	Register of fines	Form XXI	Rule 78(1)(a)(ii)
(j)	Register of advance	Form XXII	Rule 78(1)(a)(ii)
(k)	Register of overtime	Form XXIII	Rule 78(1)(a)(ii)
(l)	Half yearly return	Form XXIV	Rule 82(1)



17. The Service Provider should have the potential to pay emoluments to the unskilled worker regularly without waiting for the release of payments from the paying authority.
18. The Service Provider shall be responsible for all commissions and omissions on part of the worker engaged for the purpose. This office shall not be responsible in any manner whatsoever, in matters of health/injury/death etc. of the unskilled worker while performing duties under this contract.



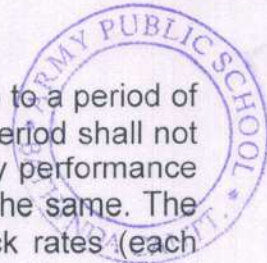


## PART V - EVALUATION CRITERIA & PRICE BID ISSUES



1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially. The bid should be submitted in the prescribed format downloaded from Army Public School, Bathinda website.
  - (b) In respect of Two-Bid system, the technical Bids submitted by the Service Provider/Bidders will be evaluated by the Technical Evaluation Committee & approved by the CFA with reference to the parameters as mentioned in the Technical requirements. The details of the technical requirements are tabulated in **Para 18 Part-II.**
  - (c) The commercial bids of only those Service Provider will be opened whose Technical bids would clear the technical evaluation as per RFP.
  - (d) The bidder is required to fill out the latest rates of minimum wages, EPF and ESIC and other statutory costs in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
  - (e) The lowest acceptable bid will be considered further for placement of contract/ supply order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do apportionment quantity, if Buyer is convinced that lowest Service Provider (bidder) is not in a position to supply full quantity in stipulated time.
  - (f) Bidder is required to reflect service charges/ profit element in terms of percentage of minimum wages which are mandatory, failing which commercial/ price bid will be rejected. Service charges/ profit quoted by the service provider/ bidder should be sufficient enough to meet his legal and statutory obligations. **The bidder should not fill service charges below 3.85% under any circumstances failing which bid will be rejected.** Service charge will be percentage of minimum wages as applicable.
  - (g) **The bid will be considered unresponsive and will be summarily rejected without assigning any reason in any or all of the following conditions:-**
    - (i) If any vendor quotes rates less than minimum wage notified by the central or state government whichever is higher.
    - (ii) If any vendor quotes less than 3.85% service charges/profit.
  - (h) The percentage of service charges (**minimum 3.85%**) will be converted into absolute value and L1 will be determined on the final price quoted by the bidder **including** taxes. The lowest accepted bid will be considered further for placement of contract after complete clarification and price negotiation as decided by the buyer.
  - (j) GST may be quoted separately in BOQ on an Excel sheet, in the relevant column. Failing in doing so may cause rejection of bid.





2. **Extension of Contract.** The buyer can extend the present contract up to a period of 11 months at a time however, the total period of contract including extension period shall not exceed **THIRTY THREE MONTHS**. The extension shall be on the satisfactory performance of vendor during the current year. The cost, terms and conditions remaining the same. The wages / salary of individual workers may rise corresponding to rise in nerrick rates (each year). The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer to extend or not to extend the contract, as also the duration for which the contract is to be extended.

3. This Bid is governed by the **General Terms and Conditions**, stipulated herein.

---Thank You---



Appx- 'A'  
(Ref Para18 (a) of Part II of RFP)



Principal  
Army Public School  
Bathinda Mil Stn

**SUBJECT: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP**

**Bid Reference No:**

**INVITATION OF BIDS FOR OUTSOURCING OF UPTO THIRTY (30) UNSKILLED  
WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA FOR THE PERIOD FROM  
01 AUG 2023 TO 31 JUL 2024**

Dear Sir,

1. I/we have down loaded/obtained the RFP documents for the above mentioned Bid/work from the Army Public School, Bathinda website ([www.apsbathinda.org](http://www.apsbathinda.org)) as per your advertisement given in the newspaper.
2. I/we hereby certify that I/we have read entire terms and conditions of the RFP documents.
3. The corrigendum(s) issued from time to time by your department/originations too have also been taken into consideration while submitting the acceptance letter.
4. I/we hereby unconditionally accept the Bid condition of above mentioned Bid documents (s)/corrigendum(s) in the totality/entirely.
5. In case any provisions of the bid are found violated, Army Public School, Bathinda shall be at liberty to reject this Bid/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.
6. I/we hereby confirm that we have physically deposited two copy of EARNEST MONEY DEPOSIT with Army Public School, Bathinda prior to last date of bid submission.

Yours faithfully

Signature of the Service Provider/  
Bidder with office seal



Appx 'B'  
(Refer 14 of Part 1 of RFP)



**(To be Signed and Submitted with the Technical Bid on Company Letter Head)**

No \_\_\_\_\_

Date \_\_\_\_\_

To,  
Principal  
Army Public School  
Bathinda Mil Stn

**SUBJECT: EARNEST MONEY DEPOSIT**

Sir,

1. Refer your RFP Invitation No \_\_\_\_\_ dated \_\_\_\_\_ for outsourcing of manpower.

2. I, \_\_\_\_\_ has been duly authorized on behalf of M/s \_\_\_\_\_ (herein after called the Bidder) to declare and accept that the Bidder will be suspended for one year from the date of being eligible to submit bids / proposals, for above mentioned contract, if he/she:-

(a) Withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(b) Having being notified of the acceptance of our Bid by the Buyer during the period of its validity:-

(i) Fails or refuse to sign, accept / execute the contract.

(ii) Fails to furnish the performance of the assigned tasks enumerated in RFP and further enunciated in contract agreement.

(iii) Fails to provide stipulated number of outsourced manpower and supervisory staff for 10 days in a month.

Yours faithfully

Date : 2023

Place :

Signature of the Bidder or  
authorized person to sign  
the bid document on  
behalf of the Bidder





**Appx 'C'**

(Refer Para 18 of Part II of RFP)

**TECHNICAL COMPLIANCE CERTIFICATE**

I/We certify that I/We agree to Bid the items as per specification and meet all the specification mentioned in RFP.

Your's faithfully

Signature of the Service Provider (bidder)  
with office seal



**Appx 'D'**(Refer Para 18 (m) of Part II  
of RFP)**MODEL ECS MANDATE FORMAT****CUSTOMER "SOPTION TO RECEIVE THROUGH e-PAYMENT ECS/ NEFT/ DIRECT/ CREDIT RTGS/ NEFT/ OTHER PAYMENT MECHANISM AS APPROVED BY RBI)**

Credit clearing Mechanism

1. Customer's Name:

2. Particulars of Bank Account

- (a) Bank Name :
- (b) Branch :
- (c) Address :
- (d) Telephone Number :
- (e) IFSC Code :

(f) 9 Digit Code number of Bank and Branch appearing on MICR cheque issued by Bank Account Type (S.B. Account/Current Account or Cash).

(g) Account number as appearing on cheque Book

3. Please attach a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your bank for verification of the above particulars.

4. **Date of Effect.**

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the issuing institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date

(.....) Signature of Customer

Certified that the particulars furnished above are correct as per our record.



**FORMAT OF COMMERCIAL BID : " OUTSOURCING OF THE SERVICES OF  
UPTO THIRTY (30) UNSKILLED WORKERS BY ARMY PUBLIC SCHOOL, BATHINDA**

**Appx 'E'**

(Refers to Para 2 (b) of Part I of RFP)

Category of manpower	Unit remunerations per person per day as per Central Govt Rules	Monthly basic amount per person as per Central Govt Rules (For 26 days)	Service charge per month per person.	Any other charges	Statutory charges EPF rate as per rule per month per person (Employer Contribution)	Statutory charges ESI as per rule per month per person (Employer Contribution)	Total
Unskilled worker							

**Note:-**

- We agree to provide the above service of manpower and to abide by the terms and conditions mentioned in the above bid document and also agree to enter into a the agreement . Earnet Money Deposit of Rs. \_\_\_\_\_ /-

(Rupees \_\_\_\_\_ ) furnished herewith vide  
Demand Draft No \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_.

(Bidder)

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

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

Date : \_\_\_\_\_

