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Sainik School Korukonda

सैनिकस्कूलकोरुकोण्डा (under Ministry of Defence) (अंडरमिनिस्ट्रीऑफ़डिफेन्स) Dist. Vizianagaram (A.P)

डिस्ट : विजयनगरम Pin: 535214

No.SSK/3057/OMP/QM/2022

13 Feb 2023

REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCING OF 55 MANPOWER FOR MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL KORUKONDATHROUGH **GeM BIDDING**

- Sainik School Korukonda invites bids for the outsourcing of Manpower for 1. Maintenance and allied Services at Sainik School Korukonda, District Vizianagaram of Andhra Pradesh through GeM Bidding for period of two years i.e. w.e.f. 01 Jun 2023 to 31 May 2025.
- 2. The address and contact numbers for seeking clarification regarding this RFP are given below:-
 - The Principal, Sainik School, Korukonda, Queries to be addressed to. District – Vizianagaram, PIN – 535 214, Andhra Pradesh.
 - Name / Designation of the Contact Personnel. Administrative Officer, Sainik (b) School, Korukonda, District – Vizianagaram, PIN – 535 214, Andhra Pradesh.
 - **Telephone numbers of the Contact Personnel**. 08922 246150(c)
- 3. This RFP is divided into five parts as follows:-
 - (a) Part I —Contains General Information
 - Part II-Contains Essential Details (b)
 - (c) Part III-Contains Standard Conditions
 - (d) Part IV-Contains Special Conditions
 - Part V-Contains Evaluation Criteria and Formats (e)

(Abilash Balachandran) Lt Cdr Administrative Officer For Principal

PART I – GENERAL INFORMATION

- 1. Details of the firm on the letter pad may please be furnished as per the Appendix-A which is appended one of the enclosure to this RFP.
- 2. Annual Turnover of the firm should not be less than 1.5 Cr for the last three financial years (Enclose copies of annual turnover for the FY 2019-20, 2020-21, and 2021-22 duly audited and signed by authorized Charted Accountant).
- 3. Copies of IT return for the last three financial years 2019-20, 2020-21, and 2021-22.
- 4. Relevant Previous Experience:
 - (a) The bidder should have at least three years of previous experience of deploying a minimum of 30 manpower in similar services (enclose copies of previous work / contract orders).
 - (b) The bidder should have experience of serving at least in one Sainik School / Military School / Reputed Residential School / Military Establishment / Dockyard / Central Govt Establishment (Enclose copies of previous work / contract orders).
- 5. The bidder should have the following certificates:-
 - (a) GST Number
 - (b) PAN Card & Aadhaar Card of the owner / Proprietor
 - (c) PAN Card of the firm
 - (d) Latest IT returns of previous 03 years (2019-20, 2020-21 & 2021-22)
 - (e) Firm / Organization Registration Letter / Certificate
 - (f) Brief profile of the Organization
 - (g) Valid Labour License of State Govt.
 - (h) Balance Sheet and Profit Loss Account (last 03 years- 2019-20, 2020-21 & 2021-22)
 - (j) Firm / Company Registration Certificate of the bidder
 - (k) EPF Registration Certificate
 - (I) ESI / ESIC Registration Certificate
 - (m)ISO Certificate 9001:2015 or latest.
 - (n) ISO certification14001:2015 or latest (Optional, if available).
 - (o) Client list with work orders for last five years.
 - (p) Office Location Certificate within 500 kms
- 6. Proof of providing training to the personnel being deployed including firefighting with full details of training centre etc.
- 7. Past Performance (as per Proforma enclosed at Appendix 'A' to this RFP and should be signed by the authorized signatory of institution of not less than Gazetted Officer):
 - (a) Atleast from two clients served in the last three years.
 - (b) At least one from the existing / active client.
- 8. Character Certificate of the Director / Partner / Proprietor of the firm of not later than 06 months from District Magistrate / Police authorities.

- 9. The contractor's workmen of employees shall under no circumstances be deemed to be in our employment and the Contractor should hold himself fully responsible for any claim which they or their heirs / dependents or personnel, representatives may have to make for damages or compensation for anything done or omitted to be done in the course of carrying out the work whether arising in School's premises or elsewhere. The contractor shall indemnity the Company against all and any such claims if made against us and all costs (as between attorney & client) of proceedings, suits or actions which may incur or sustain in respect of the same.
- 10. <u>Safety</u> School Authorities shall not be responsible for any injury / casualty or loss of life that may take place during the course of contracted work / service and any compensation or expenditure towards treatment of such injury / casualty shall be the sole responsibility of the Contractor. The contractor / Vendor are to ensure adequate safeguards for personnel when employed on work where risk to human healthy / injury is involved.
- 11. <u>Incomplete Works.</u> Contractor and customer shall mutually cost incomplete work. Cost of incomplete work shall be withheld at the time of making payments due at the delivery except where such work is incomplete due to no fault of the Contractor. Payment thus withheld will be made upon completion of such work, which should, in any case be completed within mutually agreed time frame. If such work is still incomplete the cost of the same shall be deducted without making any payment being due to the contractor.
- 12. <u>Workmanship.</u> All workmanship shall confirm to with laid down standards in the scope of work. The work done shall be inspected by the inspection authority as nominated by Sainik School Korukonda. The contractor shall be responsible for any loss / damage during the cased by his workmen or sub-contractors and the Contractors shall make good such damages free of cost.
- 13. **Security**. The contractor shall be responsible to ensure that all persons employed by him in the execution of any work in connection with this contract are fully aware of the provision of the Official Secret Act 1923 and in its connection any other statutory act / law / amendment in force and have undertaken to comply with the same.
- 14. The contractor, his representatives or supervisory staff are required to individually to be in possession of a valid Security Pass which has been duly verified by the security staff. The pass will be examined by the security staff at the time of entry or exit and also at any time inside Sainik School Korukonda campus.
- 15. The contractor, his representatives and workers are liable to be searched by the security staff at the gate used for entry and exist.
- 16. In giving any information to the hired manpower, the contractor shall furnish to such persons only such information as may be necessary for carrying out the respective work entrusted to them.
- 17. The security of the men and material in the contractor's premises is the contractor's responsibility.
- 18. Gates passes for personnel entering be made as per the regulations. Contractor is to strictly ensure that all personnel being positioned as workforce should have valid 'police verification certificate' prior to commencement of contract plus 60 days. Detailed instructions to contractors for making gate passes for entering into school premises can be provided on e-mail on request.

- 19. <u>Unlawful Activity.</u> In case the employees or persons hired by the Contractor engage in any unlawful activity within authorize premises or indulge in damage to or theft of Government Property, Sainik School Korukonda will take any measures deemed fit to prevent such activity and take recourse to the law. Further, in case contractor employees or persons hired on contract indulge in such unlawful activity. The customer retains the right to review continuation of the contract and may decide to terminate the contract forthwith under risk and cost to the contractor.
- 20. <u>Damages to Govt Property</u>. You are liable to pay for damages caused to the Government property on account of negligence by your staff.
- 21. Proof of office / branch of the bidder within a radius of 500 Kms from SainikSchool Korukonda.

Name and Address of e- tender issuing Authority	Principal, Sainik School Korukonda District – Vizianagaram PIN – 535 214, Andhra Pradesh
Website:	www.sainikschoolkorukonda.org
Email:	sainikschoolkorukonda@yahoo.co.in
Contact No.	08922 - 246150

- 22. Please note that 55 persons on Contract basis will be utilized for multi-tasking as per the school's requirement and the number of personnel may also vary on daily basis especially during ceremonial events when the requirement might be higher and during summer/winter vacations when the requirement might be lesser compared to the projected number of personnel and so the bidder should be able to provide the manpower accordingly.
- 23. An affidavit and Declaration Form are required to be submitted as per proforma furnished at Appendix 'B' & 'C' respectively to this RFP.
- 24. All bidders are to ensure that this RFP is consisting of two bid system. As per Two Bid System prevailing rules Technical and Commercial bid are required to be submitted as per the existing GeM Rules. All bidders are to note that do not quote / submit in technical bid pertaining to commercial / financial information / data. Otherwise, bid will summarily be rejected.
- 25. <u>Availability of Office of the Service Provider</u>. An office of the service provider must be located within 500 kms radius from this organisation. In this regard, participating bidder has to submit compulsory the proof of documentary evidence of MSME / GST.

PART II – ESSENTIAL DETAILS

- 1. <u>Scope of Work.</u> The minimum specified Scope of Work (SoW) to be undertaken by the bidder for 'HIRING OF MANPOWER FOR MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL KORUKONDA' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.
- 2. <u>Site Visit</u>. The Interested Tenderer is expected to work out their own rates based on the detailed description of works, required items, requested specifications and conditions, Statutory Taxes and finally arrive at the cost of the Various Maintenance Work/Services. The Tenderer shall be deemed to have satisfied itself before submitting bids. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Various Maintenance, Housekeeping & Maintenance & allied Works/Services. Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the Sainik School Korukonda site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Various Maintenance, Housekeeping & Maintenance &other allied Works/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect its bids. No extra charges consequent on any misunderstanding or otherwise shall not be allowed and paid Sainik School Korukonda.
- 3. Total area of the School Campus 205.53 Acres and the manpower will be tasked for various maintenance purposes. The details are given in subsequent paragraphs.
- 4. Quantified Work for Various Maintenance: The basic purpose of Various Maintenance is to ensure that the whole premises of Sainik School, Korukonda must look neat and clean. The contractor has to undertake all such jobs/activities required to maintain the office premises, academic block including class rooms / labs, Cadets' Mess area, MI room, playgrounds, gardens, Cadets' Dormitories both inside and outside, general area of staff and officers' quarters, internal roads in addition any other job assigned by school administration whether such activities are elaborated hereunder or not.
- 5. Hiring of Manpower for Maintenance & allied services.
 - (i) The manpower required per day will be 55 persons. The nature of work and other details are mentioned as under:-

SI. No	Labour type	Deploy- ment	Nature of Work/Deployment
INO	туре	Туре	
(a)	Maintenan ce & allied services (incl Roads, Buildings and school area)	Unskilled	Sweeping, Mopping, Toilets cleaning and garbage removal at dormitories, Academic block, Administrative block, MI room, Staff and Officers quarters & guest house. Parks and Gardens, Roads cleaning and maintenance, Vegetation clearance around and above buildings, Grass Cutting, Garbage Clearance, office area cleaning. Grass Cutting with machine. Security /

Watchmen Duties Mess Duties. (Masalchies, Bearer, Plate Washers, Cooks etc). Office Peon duties Ward Boys duties. Gardiner duties etc.
Note: All the detailed works will be informed after finalization of contract in GeM Bidding.

- (ii) The School shall increase or decrease the requirement of manpower depending upon its requirement, but rate for each person / post should remain the same.
- (iii) Eligibility criteria un-Skilled. The eligibility criteria for candidate are as follows:-
 - (a) Minimum Education qualification 10th Class.
 - (b) Age-between 18 and 50 yrs.
 - (c) Medically & physically fit with smart bearing and should not be obese. They should be able to run 100 meters below 20 seconds. Medical examination should be carried out to ensure fitness of the contracted manpower.
 - (d) Nationality Indian
 - (e) Language Fluent in Telugu and Hindi / English.
- (iv) <u>Timing</u>. The time slot of eight hours from Monday to Sunday will be informed at the time of execution of agreement.
- (v) The above manpower may be used for shifting furniture, equipment or otherwise as per need of Sainik School Korukonda. The services of the personal deployed at site, shall be made available round the clock including Sundays & holidays without any extra payment.
- (vi) Sainik School Korukonda will not responsible for any overtime (OT) or extra payment to the personnel deployed by the contractor for any reason whatsoever.
- (vii) The contractor has to arrange for the latest police verification from the parental police station of employee as well as from the present residential address police station of the persons deployed within forty-five days (45) from the date of Award of Work.
- (viii) The contractor will provide all-inclusive comprehensive Maintenance services to Sainik School Korukonda, seven days in a week, 365 days a year including Sundays, festivals & other holidays.
- 6. <u>Appointment of Supervisor</u>. The contractor shall make necessary arrangements to appoint Supervisor(s) <u>at his own cost & provide them mobile / phone connection.</u> The complaints regarding cleaning, sanitation, various Maintenance & allied services made at the centralized control room/desk and shall be directed to the supervisor. He must ensure speedy redressal. On daily basis, the Supervisor should put up details as per the following format:-

SI. No.	Deployment Type	No. of personnel	Nature of work /
		deployed	Deployment Location

- 7. If any change is not informed with regard to change of Supervisor Rs.1,000/- fine will be imposed per instance.
- 8. Reporting. The following reports required to be submitted by the vendor or Supervisor/ Head nominated by the vendor to the Administrative Officer before 0930h on every morning:-
 - (a) A daily report of staff present on duty with the area/ location in all the shifts.
 - (b) A daily report of the status of the equipment and its utilization should be submitted.
 - (c) A daily report of the area cleaning and maintenance undertaken should be submitted.
 - (d) A daily report of the chemicals and the consumables used should be submitted
 - (e) A daily report of the general sanitation from the Doctor/ Nursing Assistant or any other authorised representative.
 - (f) A monthly feedback report from the user areas as based on KeyPerformance Indicators (KPI) should be submitted.
 - (g) Any other reporting mechanism as desired by Sainik School Korukonda.

9. <u>Penalty for quality Assurance</u>.

(a) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the Sainik School Korukonda reserves the right to impose the penalty as detailed below:

Offences	Penalties
Workers found without photo ID in Sainik School Korukonda during duty Hours.	300/- per instance.
Worker not found in proper Uniform	500/- per instance.
Indulging in smoking/ drinking/ sleeping or any other misconduct during duty hours by the worker at Sainik School Korukonda.	1000/- with removal of the offender from service.
Duty performed by a worker for more than one shift in 24 hours at Sainik School Korukonda.	Penalty of 500/- per instance
Unsatisfactory performance	Adverse report by adhoc Committee inspection: 10000/- per instance. Adverse Monthly Report: 20,000/- per report
Machine out of order/deploying lesser no. of machines.	4000/- per machine per day
Wrong/Improper chemical used.	5000/- per instance
Absenteeism/Under deployment If anybody who are on duty found inebriated condition	2000/- per instance
Complaints are not registered or not redressed.	1000/- per instance
Absence of personal protective gears	400/- per instance
For any other breach, violation or contravention of any terms and conditions.	Rupees 10000/- will be imposed per day

In case the services remain consistently unsatisfactory for a period of more than one week or In the case of noncompliance /non-performance of the services according to the terms of the contract, the Administrative Officer, Sainik School Korukonda shall be at liberty to make suitable deductions from the bill without prejudice to this right under other provisions of the Contract

Penalty of 5% of the Monthly Bill value will be imposed and deducted.

- 10. The accommodation will be provided subject to availability, the accommodation and other allied charges will be charge as applicable for the persons engaged by you.
- 11. The security agency personnel employed should have the following QRs:-
 - (i) Security Guard.
 - (aa) Protect property, prevent theft of employer property at and near the place of his duty.
 - (ab) Check identity cards of all personnel desirous of entering the area for which is standing guard and allow entry only to personnel holding valid passes issued by defence authorities.
 - (ac) Ensure the personnel are entering though the vehicle is parked at the allotted parking places.
 - (ad) Maintain a record of visitors and vehicles entering his area of responsibility, if specifically instructed to do so.
 - (ae) Checking of materials in / out at gates.
 - (af) Carryout patrolling of the area of responsibility.
 - (ag) Lookout for any suspicious movements / objects and report / investigate the same.
 - (ah) Keep sharp lookout for trespasser / intruders along the perimeter wall.
 - (aj) Ensure that no material / items is thrown outside from perimeter wall.
 - (ak) Perimeter wall if broken should be immediately informed to QM / AO / Principal.
 - (al) Any fire incident to be reported immediately to the Area QM / AO / Principal.
 - (am) Children of Domestic help should not be allowed other than to play inside parks ear marked for staff children and should not be allowed to play in unauthorized places.
 - (an) The firm has to ensure to co-ordinate, discipline dress, conduct and monitoring of the security personnel deployed on daily wages.
 - (ao) Ensure all vehicles parked in School residential area are displaying School

Vehicle pass.

- (ap) Arrival of Civil police or any other State Govt / Central Govt. official seeking to enter School residential area to be informed to Area QM / AO / Principal immediately.
- (aq) To be courteous to all residents and guests.
- 12. <u>Training</u>. The Agency personnel shall be suitably trained by the Agency. In addition, they are to be trained to handle incidents like fire fighting. First Aid, Snake bite etc. All personnel carrying out the duties of the guards are to be trained / briefed every month so as to ensure all complaints, irregularities do not reoccur.
- 13. <u>Identity Cards</u>. Identity cards for these personnel will be issued by respective authorities. Application for identity cards shall be submitted immediately on appointment. In case any guard is proceeding on long level / suspended / dismissed from the service or leaves the job, identity cards of such guards must be withdrawn and deposited back.
- 14. <u>Over Time</u>. The guards are not to be deployed for over time, since such practice would affect their efficiency. The Security Agency is to ensure that no Gate / post attendants is detailed for more than one shift a day. Reserves to be catered for and utilized to provide watch & ward service to cover all the seven days of the week. In addition they are to be utilized to fill in long leave and other casual leave, unforeseen vacancies / absentees.
- 15. <u>Death & Injury</u>. The Principal, Sainik School Korukonda will not be responsible for any loss of life of the agency personnel that may take place while on watch & ward duties. Any compensation or expenditure towards treatment for such shall indemnify Principal, Sainik School Korukonda, from any injury / death etc. If any being caused to contractual manpower, the contractor shall have no rights to file any claim against Principal, Sainik School Korukonda who shall have liability to pay compensation in this respect, under any of statues.
- 16. <u>Attendance register</u>. The Agency shall maintain attendance register, which shall be checked by the QM / AO / Principal or any other personnel performing duties under him. The Security Agency is to provide a replacement for absenteeism. At no point in time the total number of security guards / supervisors required for one shift of duty will be less than that promulgated. Registers and stationary should be provided by the agency.
- 17. <u>Trade Union Activities</u>. The agency will not allow or permit the Security agency personnel to participate in any Trade union activities or agitation in the premises of School area, Vizianagaram.
- 18. <u>Bank Guarantee</u>. A suitable bank guarantee proportional to the monthly rate of the contract is required to be entrusted with the Principal, Sainik School Korukonda valid for the entire period of the contract plus 60 days. On completion of the entire service, the agency will apply for release of bank guarantee the Principal, Sainik School Korukonda. Principal, Sainik School Korukonda after ascertaining the details from the QM will finally render a "No claim Certificate" based on which bank guarantee will be released by Sainik School Korukonda.

- 19. Place of duty. The agency shall ensure security of Govt. property inside the School. Property includes building completed / under construction, materials and lying / fixed at site of work, other structures, trees, shrubs, fencing / compound or boundary wall around the area check the identity of the personnel, vehicles, material, visitors entering the school and shall prevent encroachment of Govt Land. Any loss incurred inside. In case of any disputes in this regard i.e. whether any loss incurred inside school due to the lapse of Security agency or not, the decision of the Principal, Sainik School Korukonda shall be final, conclusive and binding on both the parties. The agency shall stand guarantee against theft and pilferage inside school an shall also provide assistance to school security department in all matters concerning security all liaison with civil police and civil administration in cases of theft, fire, pilferage etc, at Sainik School Korukonda. Any theft or damage caused by the agency personnel shall be borne by the security agency. Due to manpower constraints, security cover to all the areas by service manpower and existing resources is not feasible. In order to provide initial and basis security to the area as mentioned in proposal; hiring of Security guard male is considered inescapable.
- 20. <u>Uniform and Accruements.</u> The Contractor has to provide a minimum of two sets of uniforms with company Logo, black shoes, rain coat, cap, high focus rechargeable torch, baton whistle, water bottle, lanyard and other accruements and ensure that the turnout of gate / post attendants is excellent at all times. They will not be provided with uniform similar to defence services.
- 21. <u>Police Verification.</u> The agency will ensure that the Gate / Post Attendants employed are Indian nationals and selected after due verification of antecedents required form police authorities of the concerned locality. Certificate to this effect should be submitted at the time of employment and also the authorized signatory of the company should submit a monthly certificate to this effect. These guards / supervisors will be treated as agency's Employees, for all purposes and Principal, Sainik School, Korukonda shall have no liability what so ever in this regard.
- 22. <u>Duties & Instructions.</u> The Agency personnel shall attend all the complaints / suggestions given by the respective QM / AO / Principal or this authorized representative and comply with them as early as possible. The Agency shall ensure the following:-
 - (i) Any incident of trespassing, loss, theft, fire or any abnormal incidents is to be reported immediately to the respective QM / AO / Principal or any other personnel authorized by him.
 - (ii) No Security guard to be in intoxicated condition whilst on duty. They will have no access to the QM / AO / Principal and other facility / amenities. Security agency may make their own arrangement for the same at their own cost.
 - (iii) All the watch and ward staff is to be well equipped with operational torches, batons, whistles, etc, while on duty which is to be provided by the Agency.
 - (iv) Watch and ward personnel shall be well conversant with Security duties and shall be in position to understand and carry out the duties.
 - (v) Watch and ward personnel should be available at the specified places of duty during his shift.
 - (vi) Frequent changes / transfer of watch and ward personnel should be discouraged and if considered necessary should be done with the approval of respective Area Security Office.

- (vii) All the important incidents / events connected with Security should be immediately reported to the QM / AO / Principal.
- (viii) All other duties as decided by the School Authorities.
- 23. <u>Minimum Wage.</u> The agency shall abide by all statutory provisions of laws and regulations in force applicable to this contract including payment of wages in accordance with minimum wages Act as applicable. The Agency shall maintain such records as are required by these laws and shall produce these records for scrutiny by the Principal, Sainik School Korukonda on demand. Any dispute between the personnel arising out of the minimum wages Act or any other Labour Laws or statures in force or laws of the land will have to be defended by the Agency. Any loss or damage to Sainik School, Korukonda incurred by any such litigation or dispute shall be made good by the Agency.
- 24. Payment. Certificate for satisfactory services to be obtained monthly from AO / Principal and bill to be submitted in the name of the Principal, Sainik School, Korukonda. If the attendance of a personnel falls short of the required number, a sum calculated at fixed rate per head per day for watch & ward, proportional to the monthly rate of contract shall be deducted. In addition, if the services are found unsatisfactory and below the expected standards as set by the Principal, Sainik School, Korukonda will also be deducted from bills submitted by the agency. For these purpose, wages / pay will be divide by thirty to arrive at daily wages / pay irrespective of number of days in a particular month. No claim of any sort from watch & ward personnel will be entertained by the government.
- 25. Recovery of Payment Whenever any claims from payment of a sum of money arises the agency, the agency shall on demand make the payment of the same or agree for affecting adjustment for any amount due to him by the unit. If however, the Agency refuses or neglects to make the payment on demand or does not agree for affecting adjustment from any amounts of the claim from any sum when due or which at any time thereafter may become due to the Security Agency or till the claims is / are settled or adjudicated upon till the agency at his expenses furnishes fixed deposit receipts duly endorsed as directed by the accepting officer or a Guarantee from a scheduled bank for an amount of the claims in the form as directed by the accepting officer.
- 26. **Preservation of Peace.** The contractor shall take required precaution and use of his best sale responsibility of contractor endeavor to prevent any unlawful behavior by or his workmen and or other s employed by him and for the preservation of peace and protection of the inhabitants and securities of property in the neighborhood of the site. In the event of the owner requiring the maintenance of a special police force at or in his vicinity of the site during the tenure of the contract and / or others employed by him, all expenses thereof and cost of all damages due to such notorious of unlawful behaviors shall be borne by the contractor and if paid by the owner, shall be recoverable form his form any money due or that may became due to him by the owner.

27. <u>Termination of Contract.</u>

(i) If the services of the contractor are not found satisfactory they will be issued 14 days notice by the owner. If satisfactory improvement is not found even after this notice three weeks (final notice) will be issued to the contract by the owner to terminate the contract without prejudice to any right acquiring to either party prior to such termination during the period of notice both the parties shall continue to discharge their duties and

obligations.

- (ii) In case of termination on this agreement and / or discharge of the contractor as hereinafter stipulated, the owner shall be entitled to appoint a new contractor.
- (iii) The owner shall be liberty to terminate this agreement at time for reason of any act of negligence, misconduct of breach of duty of the part of contract or on account of any act of indiscipline without giving any notice.
- (iv) The owner shall be at liberty to terminate the agreement and discharge the contract, in case the contractor does not fulfill the terms and condition mentioned in the agreement.
- (v) The owner shall be at liberty to cancel the contract in case the terms and condition mentioned in the agreement are not fulfilled by the contractor to the satisfaction of the owner.
- (vi) The firm would be required to submit documents substantiating their claims.
- 28. <u>Schedule of Requirements</u>: The contract is with effect from 01 Jun 2023 to 31 May 2025 which may be extended by the competent authority as per GeM rules in vogue.
- 29. **Accommodation / Other facilities.** Accommodation will be provided subject to availability on payment basis. No subsidized food or transport will be provided by the School to the Personnel deployed by the Agency.

30. Supervision:

- (i) The contractor shall supervise in the school, who shall ensure that all the duties as assigned to the firm by this school must be performed by them in the desire manner, failing which it shall invite penalties as prescribed in the following paragraphs.
- (ii) The contractor has to maintain record of staffs / employee going in/out of the school and report it to Administrative Officer or authorized representative on daily basis. In case of any discrepancy's supervisor is required to inform immediately.
- (iii) The contractor shall be the first line of contact for client, who shall report to the designate officers of this school for all requirements.
- (iv) The contract or will keep taking round of the premises and keep a watch over the deployed staff.
- (v) Patrolling should be done on an hourly basis and it should be ensured that strict security alertness is maintained.
- (vi) The contractor will keep a watch on the activities of the deployed staff. If he finds anything unusual / untoward, a written report must be given to the Administrative Officer, Sainik School.

- (vi) Agency has to follow all other reporting mechanism as desired by Sainik School Korukonda.
- 31. **Code of Conduct.** The contractor shall strictly observe that their personnel:
 - (a) Are always smartly turned out and vigilant.
 - (b) Are punctual and arrive at least 15 minutes before start of their duty time.
 - (c) Take charges of their duties properly and thoroughly.
 - (d) Perform their duties with honesty and sincerity.
 - (e) Read and understand their post and site instructions and follow the same.
 - (f) Extend respect to all officers and staff of the school.
 - (g) Shall not drink liquor on duty, or come drunk and report for duty.
 - (h) Will immediately report in any untoward incident / misconduct or misbehavior occurs, to contractor and this school.
 - (i) When in doubt, approach concerned person immediately.
 - (j) Get themselves checked by security personnel whenever they go out.
 - (k) Do not entertain visitors.
 - (I) Shall not smoke or use any tobacco products inside the School premises.
 - (m)The deployed staff shall be instructed by the Firm strictly not to misuse the telephones in the facility of this School.
- 32. The details of vendors as per format furnished at Appendix 'D' may be submitted.
- 33. The calculation sheet with regard to outsourcing of 55 manpower is furnished at Appendix 'E'.

PART III - STANDARD CONDITIONS

- 1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
- 2. <u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 3. <u>Effective Date of the Contract</u>: The contract shall come into effect from **01 Jun 2023 to 31 May 2025** or on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.
- 4. **Arbitration.** In the event of any dispute or difference between the parties hereto relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be resolve amicably by mutual consultation or through the good offices of empowered agencies of the government. If such resolution if not possible then unresolved dispute and difference shall be referred by either party to the arbitration of one of the arbitrator in the bureau of Public Enterprises in terms of office memorandum NO.15/9/86-BPE (FIN) dated 30 Mar 1989 issued by the Government of India, Ministry of industry, bureau of public enterprises, as modified from time to time. The Arbitration act 1940 shall not be applicable to the arbitration under clause. The award of the Arbitration shall be binding upon the parties to the dispute provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the law secretary. Department of Legal Affairs Ministry of law & Justice, Government of India, upon such reference the dispute shall be decided by the law secretary or the special secretary / additional secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator. The parties shall continue to perform their respective obligations under this contract during the arbitration proceeding except in so far as such obligations are the subject of the said arbitration proceedings. The venue of the arbitration shall be Vizianagaram
- **Penalty for use of Undue influence**: The Contractor undertakes that he has notgiven, 5. 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 or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contactor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving

or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, **imposition of penal damages**, **forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer**.

6. Agents/Agency Commission: The contractor confirms and declares to the Customer that the Contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or

if at a later stage it is discovered by the Customer that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the Customer. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 7. Access to Books of Accounts: In case it is found to the satisfaction of the Customer that the Contractor has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents / agency commission and penalty for use of undue influence, the contractor, on a specific request of the customer, shall provide necessary information/ inspection of the relevant financial documents/ information.
- 8. **Non-Disclosure of Contract Documents**: Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 9. <u>Termination of Contract</u>: The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
 - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than one week beyond stipulated time.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure for more than one week.
 - (d) The Buyer has noticed that the Contactor has utilized the services/any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

- (e) As per decision of the Arbitration Tribunal.
- (f) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (g) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- 10. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX / e-mail or registered prepaid mail / airmail, addressed to the last known address of the party to whom it is sent.
- 11. <u>Transfer and Sub-letting</u>: The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 12. <u>Amendments</u>: No provision of present Contract shall be changed or Modified in anyway (including this provision) either in whole or in part except Present Contract by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.
- 13. **Taxes and Duties**:- Contractor will charge GST as per the existing policy of Gol.

PART IV - SPECIAL CONDITIONS

- 1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder.
- 2. Only those who are sound enough financially to run the shop for the contracted period form **01 Jun 2023 to 31 May 2025** are to apply.
- 3. Award of contract for the above period and its extension for a further period of one or two year will be at the discretion of Principal, Sainik School Korukonda.
- 4. Successful bidder is to security deposit as per GeM Bid document as deposit money in form of demand draft drawn in favour of the Principal, Sainik School Korukonda, District-Vizianagaram, Andhra Pradesh.

5. Payment terms:

- (a) The payment will be made as per monthly invoice raised on the actual personnel supplied by the vendor and based on the copy of attendance sheet register jointly signed by the representative of the department and contractor.
- (b) The payment will be made as per the State Govt. Minimum Wages rate and can only be revised time to time according to the amendments and notification effecting Labour rates, the copy amendments and notification effecting Labour rates of latest should be enclosed with the claim of month bill.
- (c) A copyofpreviousmonthPFchallanandESICdepositsshouldalsobesubmitted with every billas paymentproofthen only the amount ofPF & ESIC will bepaid.
- (e) Any violation of instructions / agreement of suppression off acts will attract cancellation of the agreement without any reference.
- 6. **Paying Authority**. The payment of bills will be arranged on submission of the following documents by the Seller to Administrative Officer, Sainik School Korukonda alongwith the bill.
 - (a) Ink-signed copy of Commercial invoice / Seller's bill.
 - (b) Inspection certificate signed by Administrative Officer.
 - (c) Copy of previous month PF challan and ESIC deposits should also be submitted with every bill as payment proof the only the amount of PF& ESIC will be paid.

7. **ForceMaieure**.

(a) Neither party shall be responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due onaccount of receipt of equipment under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quakeand other acts of God as well as War, Military operation, blockade, Acts or Actions of StateAuthorities 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 contractdue to Force Majeure conditions, is to notify in written form the other party of the beginningand cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (d) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party here to reserves the right to terminate the contract to tally or partially upon giving prior written notice of 30 (thirty) days to the other party of theintention, to terminate without any liability other than reimbursement on the terms provided in the agreement for the equipment received.
- 8. <u>Inspection Authority</u>. The Inspection will be carried out by Board appointed by Principal, Sainik School Korukonda.
- 9. **Renewal and Extension of contract:** The contract has been published for two years on GeM from the date of agreement subject to continuous satisfactory performance. However, this will bereviewed at the end of each year based on the performance and if found satisfactory it will berenewed for two years more, on year to year basis (in total not more than three years) at the sole discretion of the Competent Authority of Sainik School Korukonda.
- 10. The contractor should be an income tax payee, should be registered with State /Central Labour Commissioner, EPF authority and also be service tax payer. He shall mention PAN No.,EPF Registration No., ESI Registration No. and Service Tax Payee No. while applying for thetender.
- 11. The Security persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.
- 12. The persons supplied by the Agency should not have any Police records / criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Contractor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such are quest.
- 13. The contractor shall engage necessary persons as required by this office. The deployment / arrangement of the personnel should be in such a manner that there shall be noviolations of any leave rules and weekly off days. The bidder will have to bear cost of providing personnel for this workload / duty hours or weekly off. The said persons engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their salary every month, as agreed upon.

- 14. There is no Master and Servant relationship between the employees of the contractor andthis office and further that the said person of the contractor shall not claim any absorption in thisoffice.
- 15. The personnel employed by the contractor shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act.,1947 or Contract Labour (Regulation & Abolition) Act,1970.Undertaking from the persons to this effect shall be submitted by the contractor to this office.
- 16. The personnel employed by the contractor shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential / secret nature.
- 17. The personnel employed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being in toxicated while on duty, trespassing or acting in any detrimental or pre judicial to the interest of this office. The decision of the officer I/C upon any matter arising under the clause shall be final and binding on the agency.
- 18. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
- 19. This office may require the contractor to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his / her / their misconduct and the contractor shall forth with comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 20. The contractor has to provide Photo Identity Cards to the persons employed by him / her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 21. The transportation, food, medical and other statutory requirements in respect of each personnel of the contractor shall be the responsibility of the service provider.
- 22. Payments to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and at tendance as per the bill preferred by the service provider.
- 23. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- 24. The contractor shall provide a substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the over lapping period of the substitute shall be the responsibility of the service provider.

- 25. The contractor shall be contact able at all times and messages sent by phone / e-mail / fax / special messenger from this office shall be acknowledged immediately on receipt on thesame day. The Contractor shall strictly observe the instructions issued by the School in fulfillment of the contract from time to time.
- 26. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and commission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees / agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident / casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
- 27. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages / remuneration will be decided in respect of the staff at the approved rates. The register has to be put up to Administrative officer on daily basis.
- 28. The successful bidder will enter into an agreement with this office for the offer of services on these terms and conditions on non-judicial Rs.100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.
- 29. The contractor shall not assign, transfer, pledge or sub contract the services without the prior written consent of this office.
- 30. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement, then one month's wages etc and any amount due to the Contractor from the office shall be forfeited.
- 31. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute onaccount of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 32. The bidders shall have to obtain the required license from the licensing authority of respective Department / Circle / Division / Other units before deployment of personnel in this office.
- 33. EPF and ESI contribution to be paid for personnel employed by bidder shall be the responsibility of the bidder.

- 34. The contractor / vendor is to comply with the following conditions regarding "Labour Welfare, Safety and Security"
 - (a) The Contractor must be fully aware of all safety norms related to the work being undertaken. The contractor must ensure that supervisor and labourers employed for the work follow relevant safety norms. The contractor is to ensure that labourers employed on work, where risk of fall exists, are secured to a strong point with a long rope acting as a safety belt / life line. Where no suitable strong points exist, one may be specifically constructed / fabricated prior to commencement of work.
 - (b) Labours above 50 years of age are not to be employed by contractor for high risk work.
 - (c) Contractor is to be fully conversant with the need for timely administration of First Aid in case of accidents. He is also to be aware of hospitals / medical units close to the work site, and take immediate action in case of accidents.
 - (d) School authorities are to be informed by the contractor as soon as any accident occurs.
 - (e) Compensation to the family on account of death of any labourer employed by the contractor / vendor will be the sole liability of the contractor / vendor.
 - (f) The contractor shall ensure that the labour employed by the contractor abides by all security regulations imposed by the buyer and does not in any manner compromises security of School property / area. The contractor will render proof of Police verification of character and antecedents of his employees. The passes can be surrender to the Security Officer after completion of contract which can be preserved in Security Department for future issue of passes to the same workers on issue of subsequent orders to the vendors.
 - (g) In case passes are issued to any contractor / firm for working beyond normal working hours on any day, it is the responsibility of the contractor to intimate Security Officer and the security staff in case the firm is not working / working in reduced nos. on that day.
 - (h) The wages paid to the labourers shall be as per latest central wages notification and responsibility lies with the firm only along with labour law to be complied. Documentary proof for making payment as per minimum wages act is to be enclosed with invoice.
 - (j) All the contractors are to strictly abide with APPCB Norms to avoid pollution in the area.
 - (k) Entry Tax would be payable by the firms in accordance with section 3 of AP Govt. Tax act of 2001 on all items that are supplied by the firms outside AP, in addition to 4% CST against Form 'D'.
 - (I) The Contractor will render proof of police verification of character and antecedents of his employees proposed to be employed inside School premises.
 - (m) The contractor will ensure that AADHAR Card details of his / her employees are intimated to security department while issue of pass.
 - (n) Payment should be made by you in respect of all the Personnel engaged by you on 01st of every month.

- (o) On the submission of the Bill / Invoice, whatever applicable charges will be deducted and remit the payment accordingly from the School on or before
- (p) No poly bags are to be used.
- 35. In case of any complaint of indiscipline or due to any administrative reason the contract will be terminated without any advance notice by the School Administration.
- 36. <u>Advance Payment.</u> No Advance payments will be made.
- 37. Any communication from buyer through SMS /e-mail from authorized mobile/ e-mail id will also be treated as an official communication.
- 38. <u>Liquidated Damages</u>. In the event of the Manpower Supplier failed to submit the Bonds, Guarantees and Documents etc as specified in this contract, the Sainik School Korukonda may, at his discretion, with hold any payment until the completion of the contract. The School may also deduct from the supplier as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores / services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.
- 39. The contractor has to supply the unskilled manpower at Sainik School Korukonda, for seven days aweek including Sundays and closed holidays as per time specified by the user to work for 08 hours.
- 40. The contractor shall comply with the provisions of all labour laws in general and the payment of Minimum Wages Act in particular. He is also to ensure that all benefits as laid down in social security legislations are provided to the workers as per law. Sainik School Korukonda will in no way be responsible for breach of Govt Law and Labour Laws. The contractor will be required to pay his workers the minimum wages that are in force from time to time in the state of AP.
- 41. The contractor shall also abide by the provisions of the child labour (Provision and regulation) Act 1986. No worker below the age of 18 years shall be employed for the work.
- 42. The contractor shall arrange for such facilities as provided for the contract labour (Regulation and Abolition Act) for the health and welfare of the worker employed on work.
- 43. The contractor has to agree to indemnify the government against all claims for compensation by or on behalf of any work man employed by him in connection with this agreement for injury or death by accident under the workman compensation act (ActVIII of1923).
- The contractor shall abide by the provisions of EPF and Miscellaneous Provisions act 1952 and also any other enactments of the State governing hiring / outsourcing / Welfare of labour.

- 45. The contractor shall deposit Provident Fund contribution with the EPF Commissioner in respect of employees engaged by him or any other contribution in pursuance of the Insurance Scheme or any other mandatory welfare schemes in the geographical jurisdiction of the area.
- 46. The contractor agrees that the amount due to him shall be released subject to production of proof regarding payment of EPF amount in respect of employees engaged through his contract for the previous month to the EPF Commissioner.
- 47. All the personnel employed by the contractor shall be governed by Govt. of India Ordinance Minimum Wages Act / Govt. of Andhra Pradesh Minimum Wages Act whichever is beneficial to the employee, EPF and ESI and all statutory recovery & remittance shall be taken care by the contractor.
- 48. All the personnel employed by the contractor are bound to work on all the days exceptweekly-off as decided by the school administration/Government holidays and they should reachthe office premises well in advance for the work. The working hours will be decided by the school Administrative Officer in consultation with the contractor.
- 49. The contractor shall be liable to submit bills for payment, on or before contractor succeeding month to all the personnel employed by the contractor in accordance to applicable minimum wages Act.
- 50. The contractor should make adequate enquiries about the character and antecedents of all the personnel employed by the contractor. The character and antecedents of personnel will be verified by the contractor before their deployment through local police and recent photograph and a certification to this effect submitted to this office.
- 51. The contractor will ensure that all the personnel employed by him are medically fit and willkeep in record a certificate of their medical fitness. The school administration will subject all thepersonnel employed by the contractor for medical examination from time to time. If any such personnel are found to be medically unfit at any time during the contract period, such personnel will be immediately withdrawn by the contractor and suitable replacements will be immediately arranged by the contractor.
- 52. The contractor or the personnel employed by the contractor shall not claim any benefit /compensation / regularization of services from/in this office under the provision of Industrial Disputes Act.,1947 or contract labour (Regulation & Abolition) Act,1970.
- 53. It is the responsibility of all the personnel employed by the contractor to execute the assigned work perfectly and neatly. If any damages are caused to school's assets while discharging the duty suitable amount will be deducted from the contractor's monthly payment.
- 54. The contractor shall follow the instructions of school from time to time in discharging the duty every day.
- 55. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel employed by the contractor.

- 56. Sainik School, Korukonda shall have the rights to remove any deployed Security personnel from the duty who is considered to be undesirable.
- 57. The contractor shall exercise adequate supervision to reasonably ensure proper performance of all the personnel employed by the contractor in accordance to the schedule of work.
- 58. All necessary reports and other information shall be supplied immediately by the contractor and when required by the Sainik School, Korukonda and at regular meeting will be held with Administrative Officer, SainikSchool, Korukonda.
- 59. The contractor shall not employ any person of age below 18 years and above the age of 50 years and all the personnel employed by the contractor should be sound in health in carryingoutthe dutyand shouldnothave infectious diseases.
- 60. The contractor shall not subcontract the assigned work to any other agencies.
- 61. The contractor will be responsible for all the liabilities related to his employees and also for their character verification and police verification as well as regulating their duties in the school premises. The duty roster will be put up to Administrative Officer in the morning.
- 62. The contractor will ensure that the security personnel on duty are always in uniform and maintain good conduct with the employees and the visitors. They will not take part in any union or association and activity of the employees of the establishment. Proper courtesy shall be shown to the staff and parents visiting the school. In case of any difficulty the same shall be brought to the notice of the Administrative Officer / Principal.
- 63. Number of security personnel may be increased / decreased according to the requirement of the school. If School Administration considers that the placement of particular security personnel is essential this will be done by the contractor on receipt of request in writing from the School Administration. Additional charges for extra manpower provided by contractor will be paid by the School Administration.
- 64. The reliever whenever necessary shall be provided by the contractor. Prior intimation is to be given by contractor to School Administration and written consent be obtained in such cases. No security personnel shall be permitted to do more than 8 hours of duty on any one day. Reliever so provided will be paid by the contractor.
- 65. The charter of duties for the security personnel will be made by Administrative Officer, Sainik School Korukonda and all the security personnel will be deployed accordingly. The security personnel once deployed will only be changed after obtaining prior approval of the Administrative Officer, Sainik School Korukonda.
- 66. The security personnel will strictly adhere to the charter of duties as laid down by the school authorities. The contractor will make arrangements to check the security personnel on duty at least once a day time and enter the time of checking in a register maintained in the school. This security checking register will also be put up to the Principal daily in the morning. The security personnel will also be checked for their work and turnout by School authorities at any time of day.'

- 67. Any security personnel who do not perform his duties properly will be changed immediately by contractor or when asked to do so by the Principal / Admin Officer, Sainik SchoolKorukonda.
- 68. Sainik School Administration shall not be responsible on any account for:
 - (a) Theft / loss or damage of any property or cash belonging to the agency.
 - (b) Injury / death sustained / occurred by / to any person employed by agency to provide security services during tour of their duty or otherwise.

PART V - EVALUATION CRITERIA &FORMATS

1. **Evaluation Criteria**- As per GeM

(Refer Para-7 of Part-I of RFP)

GENERAL FORMAT FOR PERFORMANCE CERTIFICATION TO BE OBTAINED FROM CLIENTS

(TO BE UPLOA	ADEDIN	GeM	FROM	TWO	CLIENTS	SERVED	IN	THE	LAST
THREE YEARS.	AT LEA	NO TEA	NE FRO	M THE	EXISTING	ACTIVE	CLI	ENT.)	

1.	Name	Name of the client Organization							
2.	Addre	SS	_			:			
3.	Name	and	Designation	of	the	Official	furnishina	this	certificat

3. Name and Designation of the Official furnishing this certification: Contact Number and Mail ID of the official furnishing this certification:

4. Period of the Contract :

5. Please tick numerical five marks being the maximum score:

SL No	Requirement	1	2	3	4	5	Remarks / Justification
1.	Is the service of the contract or is prompt / punctual and as required by the Administration?						
2.	Are the staff are skilful and well-mannered to the staff?						
	Is Compliance to Statutory obligations such as PF, ESI Remittance by security contract, prompt?						
4.	Were there any removals of any of the staff on the ground of indiscipline, negligence, criminal charges, mishap etc.?						
5.	Any record of accidents / mishap						
	Hygiene and proper cleanliness and COVID-19 followed & ensured without any serviced is ruption						
7.	Any complaints from staff regarding poor service						
	Whether the staff / Supervisor is proficient in their respective work						

	1:Poor,	2:Average	3:Good	4:Satisfactory	5: Excellent
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<u>Note</u>:- Service provider getting 2 or lessthan 2 will be technically disqualified and will not be considered for financial evaluation.

Do your e commend this contractor to our school: Yes / No

Signature:			
Name:			
Designation			
Seal of the organization			

APPENDIX - 'B'

(Refer Para 23 of Part - I of RFP)

An affidavit is required to be submitted as per following format for compliance of Government of AP Minimum wages EPF / ESI / BONUS and other Statutory Provisions promulgated as per Government Rules.

TO WHOM SO EVER IT MAY CONCERN

It is certified that M/s	will be
paid salary to all contract personnel go	oing to hire (approx) 55 outsourcing of manpower on
GeM Contract basis, as per Minimum V	Vages Act 1948 EPF, ESI, BONUS etc.,
	Oim the of the Oim that Authorite
	Signature of the Competent Authority
	Name
	Address
	Contract No
	Seal of the firm

(Refer para 23 of Part - I of RFP)

<u>DECLARATION REGARDING BLACKLISTING / DEBARRING FROM</u> <u>TAKING PART IN BID</u>

1. I / We,	Proprietor / Partner (s) /
Director(s) of M/s	(Name of
Company / Firm / Agency) do, hereby, decla	are that the firm / company / have not been
Agency namely M/s	black listed or debarred by any
Government Organisation / PSU from taking p	art in Bids. I / we are fully aware that the Bid/
contract will be rejected / cancelled by Saini	k School Korukonda at any time during the
execution of contract, if the above information	n is found false and EMD / Security Deposit
shall be forfeited.	
2. In addition to the above, Sainik School bills for any partially completed work	Korukonda, will not be responsible to pay the
	Signature
	Name
Seal of the company	Capacity in which signed
	Name & address of the firm:

(Refer para 32, Part-II of RFP)

DETAILS OF VENDOR

1	Name of Firm / Contractor	:		
2	Office Address (Attach photo of firm / individual)	:		
	Office Telephone Number / Mobile	:		
	Fax Number	:		
	e-mail	:		
3	GST No (Attach documents)	:		
4	Nature of Company		Please Tick (✓) where applicable) (a) Proprietary (b) Pvt Ltd (c) PSU (d) Ex-Servicement Unit (e) Partnership (f) Others	
5.	Give Name, residential address with telephone of proprietor for Proprietary OR Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd OR Give Name, address, Telephone No. with Partnership Deed (if partnership firm)			
6.	Nature of Business		Please Tick (✓) where applicable) (a) Trader (b) Dealer (c) Supplier (d) Processor (e) Sole selling or Authorized Agent	

7.	Details of Registration (Attach proof of valid registration)	Please Tick (✓) Yes / No & Give details if YES
	(a) NSIC / SSI	Yes □ / No □
	(b) MSME	Yes □ / No □
	(c) Sainik School &	Yes □ / No □
	(d) Other Defence Departments	Yes □ / No □
	(e) Other Govt Departments	Yes □ / No □
8.	If Yes, give the following details	
	(a) Department registered with	
	(b) Date of registration and validity	
	(c) Category of Services for which registered	
	(d) User Satisfaction performance Certificate (if any)	
9.	Have you Got ISO Certification, If yes give details	
	(attach copy of certification)	
10	Documents required to be submitted	As mentioned vide para5 OF Part I – General Information

(Refer para 33, Part-II of RFP)

SAINIK SCHOOL KORUKONDA CALUCULATION SHEET OUTSOURCING OF 55 MANPOWER

<u>SI.</u> No.	<u>Particulars</u>	<u>Amount</u>	
01	Basic Wages	Rs.	380.00
02	Employees' Provident Fund (EPF) @ 12%	Rs.	46.00
03	Employees' Deposit Linked Insurance Scheme (EDLI) @ 0.5%	Rs.	02.00
04	Administrative Charges (0.5%)	Rs.	02.00
05	Employees' State Insurance Corporation (ESIC) @ 3.25%	Rs.	12.00
06	Bonus (8.33%)	Rs.	32.00
07	Total payment per day for one person	Rs.	474.00
08	Total payment per month one person (Rs.474/- x 30 days)	Rs.	
09	Service Tax @ 3.85%	Rs.	
10	GST @ 18%	Rs.	
11	Total payment per month for one person including GST + Service Tax	Rs.	
12	For 55 persons per one month Amount	Rs.	
13	Total amount for outsourcing of 55 manpower x 24 months	Rs.	

Note:

- 1. The blank columns may be filled by the participating bidders.
- 2. All bidders are requested to fill the lum-sum amount only at financial bidding(mandatory).

3.