

**REQUEST FOR PROPOSAL (RFP) : INVITATION FOR BIDS FOR OUTSOURCING
27 (TWENTY SEVEN) GENERAL DUTIES STAFF ELECT/CARPENTER/GARDNER
FOR THE FY 2023-24**

Particulars of the Buyer issuing the RFP : APS AKHNOOR

Request for Proposal (RFP) No : 1862/APS/RPF dated 26 Dec 2022

1. Bids are invited for supply of items listed in Part II of this RFP. Please subscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

- (a) Bids/queries to be addressed to : ARMY PUBLIC SCHOOL, AKHNOOR
NEAR USMAN VIHAR, AMBARAN
PO- Akhnoor J&K - 181201
- (b) Postal address for sending the Bids : ARMY PUBLIC SCHOOL, AKHNOOR
NEAR USMAN VIHAR, AMBARAN
PO- Akhnoor J&K - 181201
- (c) Name/designation of the contact personnel : Principal, Army Public School, Akhnoor
- (d) Telephone numbers of the contact personnel : 01924-295207
- (e) E-mail ids of contact personnel : apsakhnoor12@gmail.com
- (f) Fax number : -

3. **This RFP is divided into six parts as follows :-**

Parts	Details
Part I	Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
Part II	Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
Part III	Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
Part IV	Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
Part V	Contains Evaluation Criteria and Format for Price Bids
Part VI	Contains vendor's verification format.

4. This 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, should it become necessary at any stage.

5. Please note that the quotation must indicate unconditional acceptance of all terms and conditions of this request for proposal (RFP) failing which it is liable to be rejected. You may however, indicate desired terms and conditions that may be accepted or rejected on the sole discretion of the buyer. Certificate for unconditional acceptance must be put in the qualifying bids.

PART I – GENERAL INFORMATION

1. **Eligibility Criteria for Vendors**. Vendor fulfilling the following criteria are eligible to submit the tender:-

- (a) Registration of Firm/Agency/Company.
- (b) Attested copy of PAN and GST Registration.
- (c) Registration of ESI and EPF.
- (d) **Proof of similar works already undertaken**. The Vendor should have three years experience with Government Agencies for providing of staff services. He should have average annual turnover of one third of the Bid Amount.

2. Last date and time for submitting the Bids : **12 Jan 2023**

The sealed Bids should be deposited in the Box placed at main gate of the School by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of Depositing the Bids (Two envelope Single Bid)**. Bids should be submitted in two envelopes marked as Technical bid and Financial Bid and should be submitted by the due date and time. **Late tenders will not be considered**. No responsibility will be taken for delay for non-receipt of Bid documents. **Successful bidders in technical bid will be screened for the financial bid**.

(a) **Cover - I**. The photocopies of following documents will be enclosed in “**Cover – I** prior to bid submission closing :-

- (i) Copy of GST Registration certificate and PAN card (Self attested).
- (ii) Copy of IT Return of last three years (Self attested).
- (iii) Copy of EPF and ESI Registration certificate (Self attested).
- (iv) Copy of Non judicial stamp paper for non termination of contract in the last two years.
- (v) Copy of Power of Attorney, if the bidder is sole proprietor of the firm and signing the tender documents himself (Self attested).
- (vi) Copy of Bank details (Self attested).
- (vii) Copy of Tender conditions acceptance letter from the bidder.
- (viii) Registration of Firm/Agency. (Self attested)
- (ix) Experience certificate of three years. (Self attested).
- (x) Labour Certificate (Self attested)
- (xi) Bid security declaration as per Para 12 of Part-I of RFP.
- (xii) Copy of acceptance letter for term and conditions of contract.
- (xiii) Udyam Registration Certificate (Self attested)
- (xiv) Copy of Aadhar Card (Self attested)

(b) **Cover - II**. Commercial bid in the form of “**BOQ**” (**Bill of Quantities**) which will be submitted as financial bid.

4. **Time and Date for Opening of Bids** :- (If due to any exigency, the due date for opening of the Bids is Declared a closed holiday, the Bids will be opened on the next Working day at the same time or on any other day/time, as Intimated by the Buyer).

5. **Location of the Tender Procurement Committee** : Army Public School, Akhnoor
6. **Place of Opening of the Bids** : Army Public School Akhnoor
 Akhnoor
 The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
7. **Two Bid System:-**
- (a) **Cover - I.** The qualifying bid documents will be photocopies and submitted. The documents should be signed by the owner of the firms or any person authorised by him to do so. No document will be accepted unless it is signed in manner as mentioned.
- (b) **Cover – II.** The COMMERCIAL BID (BOQ), will be submitted “**Offline Only**”. The Commercial Bid (BOQ) should be submitted by the bidder duly signed by the legal owner of the firm or the person authorised by him to do so.
8. **Forwarding of Bids.** Bidders should submit details like Registration of Firm/Company/Agency, GST registration No, VAT/CST number, Bank address with ESI and EPF Registration/ Account if applicable, etc and complete postal & e-mail address of their office.
9. **Clarification Regarding Contents of the RFP.** Any clarification regarding the contenting of bidding documents shall be clarified during pre-bid meeting at APS Akhnoor, on **05 Jan 2023 at 1100hrs.**
10. **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 should not be later than the deadline for submission of bids. No bid shall be modified after 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 bid security.
11. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids.** The conditional tender/bid will not be accepted and will be rejected.
13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be deleted for the given range of items as mentioned in this RFP.
14. **Validity of Bids.** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

15. **Earnest Money Deposit.** No earnest Money Deposit (EMD) is required be deposited. However the bidder must give earnest money declaration in accordance with Govt of India Mil of Fin letter No F.9/4/2020-PPD dt 12 Nov 2020.

16. **Cost of Tender.** Tender Enquiry can be downloaded from website of school free of cost.

17. Following will be adhered to by the vendors while submitting e-tender online:-

(a) **Bid Submission.** Bids will be submitted by bidders offline. No conditional bid shall be allowed/accepted.

(b) Bidders will attach scanned copies of various documents required for eligibility and all other documents as specified in NIT/RFP.

(c) To enable system generated commercial and price comparative statements, such statements should be submitted in excel formats.

(d) The bidder will give an undertaking online that if the information /declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** The tender shall be provide the following conservancy services in Military Station Akhnoor for the FY 2022-23:-

Ser No	Name	Numbers	Qualatative Requirement
(a)	General Duties Staff	24 (Incl 07 females)	Preferably matriculate.
(b)	Gardener	01	Preferably matriculate and proficiency & experience in gardening work
(c)	Electrician	01	Preferably matriculate and proficiency & experience in electrician work (Diploma/Cert from ITI)
(d)	Carpenter	01	Preferably matriculate, Proficiency & experience in Carpenter work
	Total	27	

2. The details of quantum of works to be carried out are as under :-

Ser No	Category of Staff	Nomenclature
(a)	General Duty Staff	Cleaning and dusting of School class rooms, verandas, washrooms, water points Laboratories including pavements Running Mtrs and roads, in APS Akhnoor. To clear any blockage of drains/main hole. Disposal of Garbage collected from the school by burning. Can be used as office runners and assistants during various functions organized in school.
(b)	Tasks for Gardener	To maintain area of school garden by plantation of flower sapling, watering and maintaining them. Maintenance of Flower pots in school. Maint of school area.
(c)	Tasks for Electrician	Maintenance and look after of Electric equipments, minor repairs elect fittings incl wiring etc. Upkeep of diesel generators. Maintenance of area of school.
(d)	Task for Carpenter	Carpenter will maintain the desks, boards, doors, windows and other furniture of the school he will also utilize for maintenance of area of school.

(e)	After declaring Lowest -1 vendor, by the Board of Officers, negotiation will be made by the negotiation committee for finalization of contract with Lowest -1 vendor.	Negotiation Committee.
(f)	All liabilities i.e. EPF, ESI, Service Tax, etc will be borne by the contractor. Contractor will be bound to abide by the Laws of the Govt on the subject.	Liabilities.

3. **Penalty Clause.**

(a) In case of non performance of work upto the entire satisfaction of the user i.e. non cleanliness of particular drain, garbage bin, garbage pit, institutes, particular central areas/habitat area etc, will be termed as violation of contract. The first party either personally or its nominated supervisor / representative may inspect the designated area at any hour of the day to check the cleanliness of areas, cleanliness & clearance of garbage. To ensure that cleanliness is properly taken care by the contractor, following will also be checked:-

- (i) Daily report on the standard of cleanliness from the Administrative Supervisor will be sought.
- (ii) Public participation will be encouraged i.e. valid complaints from the students/staff/stakeholders.
- (iii) The functioning of the contractor will be watched by the Principal or his representative.
- (iv) Number of workers deployed by the contractor on daily basis.

(b) The scope/quantum of work to be carried out by the contractor will be displayed on the notice boards at prominent places for public information for seeking their views/suggestions on the standard of cleanliness of the stn.

(c) Inability of provisioning of cleanliness up to the desired standard/ replacement of safaiwalas/ services and off road tractors/ trolleys and equipment's will be termed as violation of understanding. Warning letter will be issued to the contractor for non performance of work and not provision of tractors with trolleys and equipment's. The said work will be done by the contractor on the same day. **In case the subject work is not done by the contractor even after issue of warning letter, penal deductions will be made @ 0.5% of the contract price. The penalty amount will be deducted from the monthly payment bill.**

(d) **Students/Staff may make complaints, with regard to non- cleanliness in any area covered under the scope of this work to designated authority the information with regard to which will be provided through display boards at prominent places. Receiving more than 10 complaints in a month may also cause penalty to be imposed on contractor @ 0.5% of the contract price.**

(e) Any complaint reported by the first party or its representative to second party regarding cleanliness, performance of the engaged conservancy staff, etc shall be immediately looked into by the contractor and suitable action to the satisfaction of the Employer shall be taken by the contractor. However, on information received from any sources what so ever, regarding the engaged individuals misbehavior, indiscipline or his being security hazard / suspect, the contractor shall disengage him from services forthwith without seeking clarification / reasons and his security pass would be confiscated by the Employer.

(f) The conservancy staff so engaged by the contractor shall not in any way be construed/ treated as employees of Central Government /Ministry of Defence and or Army.

4. **Pre-Bid Meeting.** Pre bid meeting will be held **on 05 Jan 2023**. Vendors are requested to attend the same **1100Hrs on 05 Jan 2023** at Army Public School, Akhnoor. All clarification required on the subject services should be clarified prior or during the Pre Bid Meeting. No clarification will be entertained after the Pre Bid Meeting.

5. Bidders are required to furnish clause 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 Bid:-

Para of specifications item-wise	RFP	Specification of item offered	Compliance to RFP specification whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

6. It may be noted that compliance statement is to be submitted in addition to technical bid. The technical bid should contain full technical specifications along with necessary documentary proof etc whereas compliance statement is an additional document specifically confirming compliance to each specification.

7. **Delivery Period.** Delivery period for provision of staff services would be with effect from the date of signing the agreement. Please note that supply order can be cancelled unilaterally by the Buyer in case conservancy services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

8. **Terms of Delivery.** Unless otherwise specifically agreed or as decided in the TCP/PNC by the vendor and vendor and incorporated in the contract, the applicable rules and regulations for provision of conservancy services will be as per the terms and conditions mentioned in the tender enquiry.

9. **Quality of manpower.** The contractor shall deploy only such workers as are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of worker. All the worker must be in proper neat and tidy uniform and distinctive Jackets/Kurtis.

10. **Transportation.** The responsibility for transporting the workers to the site where conservancy services is to be carried out will rest with the contractor.

11. **Consignee Details.** Army Public School, Akhnoor

PART III – STANDARD CONDITIONS OF REP

THE BIDDER 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 BIDDER (I.E. VENDOR IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

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.** Normally the contract shall come into effect on the date of signing of agreement by both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and 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 relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7/ DPM-8 (for foreign supplies) and DPM-9 (for PSUs) enclosed to Part-III of this Supply Order". **Arbitrator will be appointed by the HQ 10 Arty Bde and hearing of the dispute or arbitration proceedings will be held at Army Public School Akhnoor.**
4. **Penalty for use of Undue Influence.** The Seller undertakes that he 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 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 disfavour 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller 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 Buyer 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 Buyer 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 Buyer or 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 Seller to such liability/ penalty as the Buyer 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.
5. **Agents / Agency Commission.** The Vendor confirms and declares to the Buyer that the Vendor is the original supplier/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 Vendor; 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 Vendor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller 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 Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India 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 Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above labour rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller 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 Seller, 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/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, provision of conservancy services, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER 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.

9. **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) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **05 days** after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of services is delayed due to causes of Force Majeure by more than **05 days** provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilised the services of 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.

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 or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller 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. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of services including replacement. The Seller shall be responsible for the completion of the supplies and conservancy services including replacement irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except 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.

PART IV – SPECIAL CONDITIONS OF RFP

The 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 Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note:-

1. Acceptance of tender enquiry is essentially required to be submitted prior to the commencement of TEC for approval. In the absence of the acceptance of tender enquiry, the tender will be rejected.
2. While submitting the Acceptance of tender enquiry, the following points will be ensured: -
 - (a) Acceptance of tender enquiry, bear distinctive identification mark of the vendor.
 - (b) Acceptance of tender enquiry will have a tag showing identification details such as the name of the item, name of the vendor/OEM, TE number and date.
 - (c) List of all documentary proofs such of Firm Registration, PAN, ESI, EPF etc will be provided with the acceptance of tender.
3. The prospective suppliers will furnish the details of such nature of jobs executed by them previously with any agency in India / abroad. In absence of experience in field the tender is likely to be rejected.
4. Qualified bidder will be bound to provide technical assistance during commission of job.
5. The list of facilities/services provided by the bidder during the contract period must be attached with technical bid.
6. **Performance Guarantee.**
 - (a) **Indigenous Cases.** The Bidder will be required to furnish a **Performance Guarantee by way of Bank Guarantee** 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 total amount of contract** value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the contracted Pd. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
 - (b) **Foreign cases.** Not applicable.
7. **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 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.
8. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-
 - (a) The payment will be made on monthly basis. The contractor would forward EPF A/C of all personnel employees before submission of 1st Bill for payment to PCDA, Jammu. The contractor will have to submit documentary evidence of payment of EPF, EDLI, ESI etc every month to the effect that same have been deposited by the contractor.
 - (b) The minimum contract rates shall be based on existing minimum wages notified by the Chief Labour Commissioner (c) or by any other competent authority for the concerned area, whichever is higher and would be subject to revision from time to time based on the rate notified by aforesaid authorities.

9. **Payment Terms for Foreign Sellers.** Not applicable.

10. **Paying Authority.**

(a) **Indigenous Sellers: (Name and Address, Contact Details).** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority i.e PCDA (NC), Jammu along with the bill on monthly basis :-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) Satisfactory Certificate from the User.
- (v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octopi receipt, proof of payment for EPF/ESI contribution with nominal roll of beneficiaries, etc as applicable.
- (vi) Exemption certificate for Excise duty / Customs duty/Service tax, if applicable.
- (vii) Bank guarantee for advance, if any.
- (viii) Performance Bank guarantee / Indemnity bond where applicable.
- (ix) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (x) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (xi) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xii) User Acceptance.
- (xiii) Xerox copy of PBG.

11. **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 services 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 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 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.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) 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.

12. **Risk and Expense Clause**

(a) In case, the contractor fails to carry out on any day, any of the work mentioned in Para 1 and 2 of Part-II or falls short in providing requisite manpower on account of such breach pro rate recovery through Risk and Expense along with penalty equal to 5% of the total wages of absence/short supply of manpower during the month will be recovered from the monthly bill pay of the contractor in addition to non payment of wages of the absence persons.

(b) The user will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from PBG submitted by the Firm.

13. **Minimum Wages**. The contractor shall ensure payment of existing minimum wages as per minimum wages Act, 1948 as revised from time to time to conservancy staff deployed by him. Non adherence to the minimum wages Act 1948 will result in the cancellation of contract forfeiting of PBG and appropriate administrative action. Tax and duties will be followed as per Law of Republic India.

14. **Forfeiture of PBG**. In case, the contractor fails to provide the requisite manpower on allotment of contract or discontinues the conservancy service without confirmation and permission from the consignee (Army Public School, Akhnoor), PBG will not be released back to the contractor and PBG amount will be deducted as penalty for non-continuation of contract agreement.

15. **Extension of Contract** : In the event of conservancy contract for the following year not getting finalized before the expiry of current financial year the existing contract would be extended for **a period not exceeding three months or till the date of signing of fresh agreement whichever is earliest.**

16. **Inspection Authority**. The Inspection will be carried out by the representative of the user. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

17. **Claims**. The following Claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented on quantity of works.

(b) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of services. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(c) The description and quantity of the services are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(d) Claims may also be settled by reduction of cost of services under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(e) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

18. **Police verification.**

(a) At all times, the contractor will be responsible to ensure/obtain security clearance of the labours engaged by him, from the respective Police Station under whose jurisdiction the labours reside. Police verification is to be submitted at least 10 days prior to commencement of the Contract. The contractor will also ensure that no person employed by him for Housekeeping services (including Internal and External conservancy) and Specialized Floor Clearing has been/is involved in any activity against the interest of State. A subsequent verification may be done by Security Office (Ministry of Defence).

(b) The contractor shall be responsible for all commissions and Omissions on part of Manpower / Labours engaged for the purpose. Adm Comdt, Station HQ Akhnoor shall not be responsible in any manner, whatsoever, in matters of health/injury/death etc. of the contractor's employees while performing duties under this contract.

(c) The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the Firm and Station HQ Akhnoor shall not be a party to any dispute arising out of such deployment by the contractor.

(d) The manpower deployed by contractor under this contract shall be the employee of the contractor and in no circumstances shall ever any claim of employment with the Station HQ Akhnoor.

19. **Misc.** Misc points of special conditions to be catered by the vendor to conservancy staff employed are as under:-

(a) Two set of uniform (incl 01 x full sleeves jersey for winter), two pair of Gum boot (cleaning shoes), Rubber gloves, mask, head gear, two pair of socks and identification jacket will be provided by the vendor to the staff employed by him.

(b) Keeping in view of the adm of staff vendor has to provide 01x water camper for drinking water among 10 personnel during working hours.

(c) The cleaning tools Talwar grass cutting, Belcha (Shovel), Khurpa small, Pix axe large with handle, Kassi, Fawda, Darati, Parthi (Dah) and Brooms are also reqd to be provided by the vendor to the hired conservancy staff for maintenance of area. All conservancy staff will carry atleast one cleaning accessories as per the day to day requirement. In addition, gloves protective glasses etc will also be provided by the vendor.

(d) The service charge should be realistic, practical and logical. If it is found that vendor has quoted exceptionally low price in BOQ on account of his service/adm charge for getting tender purposely, his bid will be rejected on the basis of technical reasons.

(e) Service/adm charge will be calculated on the basis of per man per day and the amount will be filled in BOQ accordingly.

(f) The contractor will not engage any minor i.e. person below the age specified in the prevailing labour law for the given work.

(j) Office of the Firm should functional in Jammu and Kashmir.

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.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment / services as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder based on overall value of contractor as per the Price Format given at **Para 2 below**. The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by **excluding** levies, taxes and duties levied by Central/State/Local Governments such as excise duty, GST, Service tax entry tax, etc on final product, as quoted by bidders.
 - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST , Service Tax etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / GST is intended as extra, over the quoted prices, the Bidder 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 duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price **inclusive** of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty /Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
 - (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (f) Bids with Nil or zero service charges shall not be considered as that will tantamount to being a legally void bid on account of absence of consideration in terms of sec 25 of Indian contract Act, 1872.
 - (g) 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 will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (h) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** (to be used for L-1 determination): The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details as required under Part-II of RFP (The format indicated below is only as an illustration). This format should be filled up with items /requirement as mentioned in Part II of RFP :-

(a) Basic cost of the service:

Item	Qty	Unit price	Total
(i)			
(ii)			
(iii).	Total price of item (s)		

(b) Accessories

(c) Tools

(d) Any other requirement

Note :- Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State, Local governments such as excise duty, GST, Service tax Octroi/entry tax, etc on final product of all items/requirement as mentioned above.

3. **Additional Information if Price Bid on Taxes and Duties (not in Scope of L-1 Determination)**

(a) Is Excise Duty extra?

(b) If yes, mention the following:

(i) Total value of items on which Excise Duty is liable:

(ii) Rate of Excise duty (item-wise if different ED is applicable):

(iii) Surcharge on Excise duty, if applicable?

(iv) Total value of excise duty payable:

(c) Is Excise Duty Exemption (EDE) required:

(d) If yes, then mention and enclose the following:

(i) Excise notification number under which EDE can be given:

(e) Is GST extra?

PART-VI

(Contains Vendor's Verification Format)

The vendors are required the form duly filled along with all supporting documents (in original/duly attested b authorized notary) during submission of bids.

VENDOR VERIFICATION FORM

1. FIRM PARTICULARS

(a) Name of Individual/Firm/Company:

GST Registration Number & TIN	Registering Authority	Date of Registration

(b) **Product Tendered For:** _____

(c) **Category** Outsourcing Conservancy services

(d) Address : Head Office

Telephone No _____ Fax No _____
 Mobile No _____ Email Address _____

(e) Branch Office Address:

Telephone No _____ Fax No _____
 Mobile No _____ Email Address _____

2. APPLICATION PROFILE

(a) Type of Ownership:

Individual Partnership Ltd . Company

PSU/Govt. Undertaking Research Institute Trust

Joint Venture or other tie-up for technology, equipment, financial backing and /or Project Management (Please Specify)

Other, Please Specify

* Enclose copies of PAN (in case of individual)/Partnership Deed/ Articles & Memorandum of Association/JV Agreement/Certificate of Incorporation/Certificate of Registration etc as applicable.

3. (a) Are you a small industry registered with the N.S.I.C? Yes/No

If yes, please enclose copy of NSIC Competency/Capacity certificate.

- (a) Do you have ISO 9000/9001/9002 certification? Yes? No

In Case of certification by other accredited institutions, please give details:

Institution	Type of Certification	Valid upto (date)
(i)	Is your firm/Company registered (a) As a proprietary firm? If yes, then give the names of All firms having the same proprietor (b) Under Indian Partnership Act 1932? If yes, then give the names of all firms having same partners. (c) Under Indian companies Act 1956? (d) With SSI/NSIC/Dept of Industries (State Govt)/DGQA/DQAN/DGSD etc? Give details.	
(ii)	Nature of Business carried out: Manufacturer/Service sub- Contractor/ Authorised Agent/Dealer/Trader/Consultant/ Civil Works etc. (Attach Brochures/leaflets).	
(iii)	Items of Manufacture/Service/Civil Works/Agency/ Dealership/Consultancy for which Registered.	
(iv)	List of items being dealt with (Please attach separate sheet)	
(v)	If agent, please give details of a territories, principal held details of the agent agreements, details of modalities of stock held, maximum value of supply at any time, facilities for after sales service.	
(vi)	Has your company supplied this service to any other organization? If so give details of quantity supplied, date of delivery, cost per person and total cost of services delivered.	
(vii)	Name and Address of the Bankers stating the details of Accounts held and Account numbers: value of movable/immovable property with details (supported by Certificate from Civil authorities; Solvency certificate from the Bankers)	
(viii)	Name and Permanent Account Number of Income Tax; Sales tax registration CST, registration No of GST and APGST, details of Sales turnover and sales tax paid in last 3 years.	
(ix)	Are you a listed/approved contractor for DGS & D/PSU/Government Department. Please give details	
(x)	Have you ever been blacklisted by any of the above; if yes/give details.	

4. **COMMERCIAL INFORMATION**

(a) REGISTRATION PARTICULARS

(FURNISH DETAILS AND ENCLOSE COPY OF CERTIFICATE FOR THE FOLLOWING)

- (b) PERMANENT ACCOUNT NO :
 (c) GST REGN NUMBER :
 (d) TIN NUMBER :
 (e) EXCISE DUTY REGN NUMBER :
 (f) EXCISE CONTROL CODE NUMBER :
 (g) SERVICE TAX REGN NUMBER :
 (h) CATEGORY AS PER MSME ACT : MICRO/SMALL/MEDIUM
 REGN NO :
 VALID UP TO :

(Certified Copy of above documents to be Attached)

5. The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer –EFT/RTGS) is to be submitted.

- (a) Name of the Company/Firm
 (b) Name of Bank
 (c) Name of Bank Branch
 (d) City/Place
 (e) Account Number
 (f) Account type
 (g) IFSC code of the Bank Branch
 (h) MICR Code of the Bank Branch
 (j) Details of other Bankers (for reference purpose only)

NOTE: Suppliers who have already submitted the above information are requested to submit a copy of the same.

IT IS CERTIFIED THAT THE ABOVE INFORMATION FURNISHED IS TRUE TO THE BEST OF MY KNOWLEDGE.

NAME OF THE AUTHORIZED SIGNATORY

SIGNATURE DATE :

COMPANY SEAL

(Signature of authority for Seller)

Annexure III : REVISED FORM DPM-24TEC FORMAT

(To be read in conjunction with Para 1 of Part – V)

(a) Clear cut parameters/QRs (as per relevant Para/s of RFP)

Ser	Vendor	Essential QRs	Acceptable standard of services	Capability of the vendor to supply the goods (Yes/No)	Technically Acceptable	Remarks
(1)	(2)	(3)	(4)	(6)	(7)	(8)

(b) Intangible Factors (if any)

Intangible Factors* (as indicated in RFP)						
Ser	Vendor	Physical fitness of persons (Fit/Unfit)	Technical capability to perform job (Fit/Unfit)	Over all commitment (Fit Unfit)	Others	Final Analysis (Qualified/ Non Qualified)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Intangible Factors will change based on the nature of items.

(Note : TEC format to form a part of the tender documents to provide for transparent technical evaluation criterion)

Form DPM-9

(Ref Para 3 of Part III of RFP)

FORMAT OF ARBITRATION CLAUSE – CPSUs/DPSUs

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public enterprises and that if the Department of Public enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

READY MADE LABEL FOR ENVELOP OF TECHNICAL BID/COMMERCIAL BID AND MAIN ENVELOPE (PLEASE CUT & PASTE THE LABEL ON EACH ENVELOPE. EACH ENVELOPE MUST BE SEALED. MIXING OF BIDS IN A SINGLE ENVELOPE WILL NOT BE ACCEPTED)

Your full address, telephone No, Mobile No, Fax No must be on each envelope for timely communication of Tender Opening, Technical Assessment & Commercial bid opening dates.

TECHNICAL/COMMERCIAL BID/MAIN ENVELOPE

Name of Item/Eqpt	
Tender Enquiry No & date	

TO PRINCIPAL
ARMY PUBLIC SCSCHOOL AKHNOOR
NEAR USMAN VIHAR ' AMBARAN AKHNOOR

VENDOR'S CONTACT No. FOR COMMUNICATION OF TENDER OPENING DATES :

Full postal address/ Official seal

Telephone No : Mobile No : Fax/E-mail :