

REQUEST FOR PROPOSAL (RFP)

Tele No.0181-2630776

Army Public School
Jalandhar Cantt-144005

No.APS/Group 'D'/Est

Mar 2024

To

(Vendor Concerned)

**INVITATION OF BIDS FOR OUTSOURCING OF CASUAL LABOUR/DAILY
WAGERS AND SCHOOL BUS ATTENDANT(DANDAMAN - WOMEN ONLY)
FOR ARMY PUBLIC SCHOOL, JALANDHAR CANTT FOR 12 MONTHS FOR
THE PERIOD FROM 01 JUN2024 TO 31 MAY 2025**

1. Bids under open tender enquiry (**TWO BID SYS**) are invited by Army Public School, Jalandhar Cantt and on behalf of the AWES for provision of casual labour/daily wagers and school bus attendant(dandaman-women only)in listed in Part II of this RFP. The tender reference number is APS/Group 'D'/Est dt ____Mar 2024 and can be viewed on school web site www.apsjalandhar.com under "News & Event" Head.

2. The address and contact number for sending bids or seeking clarification regarding this RFP are given below:-

- | | |
|---|---|
| (a) Bids/queries to be addressed to | : The Principal
Army Public School
Jalandhar Cantt. |
| (b) Name/designation of the contact personnel | : The Principal
Army Public School
Jalandhar Cantt. |
| (c) Postal address for sending the Bids | : The Principal
Army Public School
Jalandhar Cantt |
| (d) Telephone number | : 0181-2630776 |

3. Cost of the Tender Document : A tender fee of Rs. 100/- is applicable along with the bid submission in the form of Demand Draft in favour of Army Public School, Jalandhar Cantt.

4. This RFP is divided into five Parts as follow:-

- (a) **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 tender, etc.

- (b) **Part – II.** Contains essential details of the services required, such as the essential QR of pers employed by Bidder, essential duties to be performed, Responsibilities of Bidder/ successful contractor and schedule of employment.
 - (c) **Part – III.** Contains Standard Condition of the RFP, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV-** Contain Special Condition applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V-** Contains Evaluation Criteria and Format for Commercial Bids.
5. Contract - The contract will be signed on successful conclusion of negotiation (if required) with lowest bidder. If the performance of the Vendor found upto the mark, the contract may be extended upto one/two years.
6. This RFP is being issued with no financial commitment and the Principal, Army Public School reserves the right to change or vary any part thereof at any stage. Principal, Army Public School also reserves the right to withdraw the RFP, should it become necessary at any stage.
7. **Commercial bid should include payment for employees as per minimum wages for unskilled labour notified by the State Govt of Punjab and compulsory payout by contractor for ESI, EPF, EDLI & Admn charges etc based on the minimum wages at laid down percentage, any deviation on this account will render the price bid invalid. Bids with Zero Service Charges/Contractor's profit will be rejected. The profit calculated should be in terms of Rupees & Paisa. Contractor's profit/service charge is not subject to change irrespective of change in minimum wages or rate of ESI & EPF.**

Sd/- x x x x x
Principal,
Army Public School,
Jalandhar Cantt.

PART I- GENERAL INFORMATION

1. **Critical Dates** - The critical dates with respect to the above Tender enquiry are as follows:-

<u>CRITICAL DATE SHEET</u>			
Ser No	Item	Date	Time
(a)	Published Date	P Day	1200 Hrs
(b)	Bid Document Download	P+1 Day	1200 Hrs
(c)	Clarification Start Date	P+1 Day	1200 Hrs
(d)	Bid Submission Start	P+2 Days	1200 Hrs
(e)	Clarification End Date	P+12 Days	1200 Hrs
(f)	Bid Submission End	P+14 Days	1200 Hrs
(g)	Bid Opening Start	P+14 Days	1300 Hrs

* P stands for date of publishing the tender/ Advertisement in National News Paper.

2. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-

(a) The bids in sealed envelope will be dropped/ submitted prior to bid submission end date and time duly marked with Tender ID, at tender box, kept at main gate of Army Public School, Jalandhar Cantt. The sealed envelope of Bid should contain the following:-

(i) A covering letter under company letter head along with EMD or Bid Security Declaration certificate against EMD as per Para 12, Part-I of RFP.

(ii) **Cover-I.** Technical documents as mentioned at Para 2 (b) below in a separate sealed envelope duly marked on the envelope as 'Technical Bid'.

(iii) **Cover-II.** Commercial Bid as mentioned at Para 2 (c) below in a separate sealed envelope duly marked on the envelope as 'Commercial Bid'.

(iv) **DD for Tender fee.** The crossed demand draft of Rs 100/- (Rupees one hundred only) should be in favour of Army Public School, Jalandhar Cantt payable at Jalandhar Cantt. DD should be valid for minimum of 6 months.

(b) **Cover- I.** Cover-I will contain the Technical Bids consisting of following documents duly self attested:-

(i) Certificate (To be submitted with Technical Bid). - **Appendix A**

(ii) Vendors qualification. - **Appendix B**

(iii) List of similar projects undertaken by the firm - **Appendix C**
For Govt / Pvt Schools along with feedback. Feedback duly signed from Principal/ competent authority of this school on successfully completion of previous contract is Invariably required.

- (iv) Confidentially Certificate. - **Appendix D**
- (v) Electronic clearance Service (Credit clearing) - **Appendix E**
- (vi) Performance Bank guarantee. - **Appendix F**
- (vii) Acknowledgment Slip. - **Appendix G**
- (viii) EMD Bank Guarantee format. - **Appendix H**
- (ix) Registration certificate of the firm.
- (x) License approved by State Govt and valid minimum up to 30 Jun 2024 along with a business profile in similar services.
- (xi) Copy of EPF and ESI Registration along with copy of one year EPF/ESI challans of amount as applicable for not less than 80% manpower mentioned in the bid.
- (xii) Audited balance sheet of the firm for the fourth Quarter ending of previous financial year.
- (xiii) IT returns of the firm for the last 3 financial years.
- (xiv) Certificate of firm's registration for **GSTIN**, alongwith copy of last year GST returns.
- (xv) PAN No (Enclosed copy of PAN card duly stamped).
- (xvi) Acceptance of Terms & Conditions of tender - **Appendix J.**
- (xvii) Technical Specification compliance chart - **Appendix K.**
- (xviii) Clause by clause compliance of RFP - **Appendix L.**
- (xix) Instructions to the bidders as per - **Appendix M.**
- (xx) Arbitration Clauses as per - **Appendix N.**
- (xxi) Non disclosure agreement as per - **Appendix O.**

(c) **Cover-II.** Commercial bid will be submitted as Cover II in a separate sealed envelope duly marked on the envelope as 'Commercial Bid' and will consist of following:-

- (i) Commercial bid as per details - **Appendix P.**
- (ii) Copy of "Pay Slip" for proposed employees containing details of various emoluments (incl deposits for EPF, ESI against employee) and deductions as per format at **Appendix Q.**

3. **Location of the Tender Box.** "QUOTATION BOX" is kept at main Gate of Army Public School, Jalandhar Cantt.

4. **Time and date for opening of Technical Bids** - Army Public School, Jalandhar Cantt as per critical date sheet mentioned in this tender document. 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 School.
5. **Place of Opening of the Technical Bids** - Army Public School, Jalandhar Cantt. The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
6. **Opening of Two-Bid System (Technical and Commercial)**
 - (a) The evaluation of technical Bid will be carried out offline. The following conditions will be applied:-
 - (i) The receipt of specified documents at Para 2 (a) shall be mandatory prior to bid opening.
 - (ii) The non-receipt of the specified document shall render non-acceptance of the technical bid.
 - (iii) Only those document specified in the tender document and are found in the tender box will be opened.
 - (iv) Specified documents (Bids) dropped in the wrong tender Box will be rendered the Bids as invalid.
 - (v) No post-bid clarification on the initiative of the bidder will be entertained.
 - (b) The Commercial Bids of only those Bidders whose Technical bids meet all the stipulated (Technical requirements shall be opened).
7. **Forwarding of Bids.**
 - (a) The technical bids will be submitted offline. All document as specified at para 2(a) above will be dropped in the sealed tender box. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.
 - (b) The COMMERCIAL BID should be submitted by the bidder duly signed by the legal owner of the firm or the person authorized by him to do so.
8. **Clarification Regarding Contents of the RFP** - A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer (i.e. Principal, Army Public School, Jalandhar Cantt) in writing about the clarification sought not later than **12 (twelve) days** before opening of the Bids.
9. **Modification and withdrawal of Bids** - A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be submitted in writing but not 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 in addition to suspension from participating in any bidding process for the Army Public School, Jalandhar Cantt for a period of six months or action for blacklisting of firm may also be initiated through AWES.

10. **Rejection of Bids** – Canvassing by the Bidder in any form, unsolicited letter and post-tender corrections may invoke summary rejection with forfeiture of EMD. Conditional tenders will not be accepted.

11. **Validity of Bids** - The Bids should remain valid till 120 days from the date of submission of the bids.

12. **Earnest money Deposit** - Bidders are required to submit Earnest Money Deposit (EMD) of **Rs 51,000.00 (Rupees Fifty one thousand only)** in favour of **The Principal, Army Public School, Jalandhar Cantt** along with their bids. The EMD will be in the form of an Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank as per From at **Appendix H**. EMD is to remain valid for a period of Sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid and latest on or after 30 days of final conclusion of contract, without any interest whatsoever. The EMD of successful bidder will be returned after the receipt of Performance Bank Guarantee from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same services with National Small Industries Corporation (NSIC) also MSME certificate holders shall be exempted from submission of EMD and tender fee. The EMD will be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. **“In case of non receipt of EMD/ EMD exemption documents, bids are liable to be rejected at TEC stage”**.

13. **Manner for obtaining the Tender Set**. The tender documents are available for download from school web site www.apsjalandhar.com under “News & Event” Head, the interested firm may download the documents and submit the same along with required tender fees. NISC registered and MSME certificate holders firms may download the tender documents and submit the same along with proof of registration with NSIC/ MSME to claim exemption from Tender Fees.

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

1. **General.** Army Public School, Jalandhar Cantt is having two wings ie Junior wing and Senior wing with on ground distance between both as approx 1.5 Km. Separate casual labour/daily wager and school attendant(dandaman-women only) are required to be provided at each wing. Accordingly, the requirement of the casual labour/daily wagers and school attendant(dandaman-women only) have been worked out for both wings

2. **Schedule of Requirements** - Provision of 27 x casual labour and 02 x plumber for miscellaneous duties and 21 school bus attendant (dandaman-women only) for school bus attendant duties in the School Buses of Sr and Jr Wing at Army Public School, Jalandhar Cantt from the date of signing of contract upto one year. Requirement of casual labour/daily wagers & school bus attendant (dandaman-women only) are as under :-

Ser No	Location	Male	Female	Schol Bus attendant (Dandaman) (Female only)	Carpenter (Male)	Plumber (Male)	Total
(a)	Senior wing	08	10	-	-	01	19
(b)	Junior wing	06	03	-	-	01	10
(c)	Sr&Jr Wing	21	-	21	-	-	21
Total		14	13	21	-	02	50*

* Each employee will be employed for 8 hrs duty. Agency will ensure appropriate availability of their relief of employee's in case of any contingency. Agency will also ensure that no employee will be employed on overtime and no payments of overtime will be entertained during the contract.

3. **The school is located in the Cantt area and the agency should preferably hire healthy employee. No handicapped/old aged employee will be accepted.**

4. Agency/ Contractor will maintain a duty roster for employing casual labour/daily wagers and school bus attendant (dandaman) women only for school bus at both wings of school. The same will be checked / verified by the school authorities from time to time.

5. Agency will be responsible to provide immediate replacement in case of absence of any employee from the place of duty for any reason. In case of any contingency at any time, agency is also responsible to provide his relief at short notice.

6. Employee should not be changed without mutual consent of School authority. If School authority feels that a particular individual is not desirable to be posted at the premises of school, he should be replaced without any delay by the agency.

7. General Qualitative Requirements for the casual labour/daily wagers & school bus attendant (dandaman - women only) are as under :-

- (a) Age of casual labour/daily wagers and school bus attendant (dandaman-women only) should be 18 to 45 Yrs.
 - (i) Employee should be medically fit. He should not have any congenital or communicable disease.
 - (ii) Employee should be Indian National. Character and antecedents must be verified from Police Authorities, within 30 days of commencement of contract.

8. **Duties of the casual labour/daily wagers are as under:-**

- (a) Casual labour/daily wagers will report to main gate to the school for daily attendance as per time fixed by the school authority.
- (b) Proper registers/records for the jobs carried out should be maintained on daily basis and the same will be checked / verified by the school authorities.
- (c) Register/stationery required to maintaining duty roster will provided by the respective agency.
- (d) Agency will rotate casual labour/daily wagers and school bus attendant (dandaman-women only) so that there is no collaboration with the office staff or any outside element connected with the office staff and that change will also be effective and when considered necessary with the mutual consent of the school authorities.
- (e) If a particular individual is not desirable to be posted at the premises, he will be replaced without any delay by the agency on the directions of school authorities.
- (f) To carry out any other task allotted by the school authority in the interest of enhancing the maintenance of the school premises. Follow any other instructions passed from time to time in writing / verbal by school authority to ensure cleanliness/upkeep in the school.
- (g) The persons proposed to be deployed at Army Public School premises will carry out the duties as per directions of management/empowered officer.
- (h) During the break period, the casual labour/daily wagers will work as per schedule formulate for the period.
- (j) All employee's should be in possession of Identity Card during working hours (provided by the bidder/contractor).
- (k) The persons provided will not indulge in any unnecessary arguments, act of assault and affray with the students and the staff.
- (l) The employee's so deployed will not indulge into any disturbance, nuisance and unpleasant happening in the premises of the school and will ensure to maintain decorum of the educational institute.

10. **Duties of the Danadaman is as under:-**

- (a) School bus attendant (dandaman- women only) will report to the Unit location as briefed/detailed by JCO I/C OIC Bus Cell, C/O 111 Rkt Regt for daily attendance as per time fixed by the school authority daily.
- (b) Proper registers/records for the jobs carried out should be maintained on daily basis and the same will be checked / verified by the OIC Bus Cell authorities.
- (c) Register/stationery required to maintaining duty roster will provided by the respective agency.
- (d) School bus attendant(danadaman- women only) will count the students in each bus with checking of identity Card during entered and departed from the school bus.
- (e) She will ensure discipline inside the school bus.
- (f) She will report the in disciplinary matter/incidents to the OIC School Bus Cell immediately during conveyance of School bus.
- (g) The persons proposed to be deployed at School bus will carry out the duties as per directions of OIC School Bus Cell management/empowered officer.
- (h) The persons provided will not indulge in any unnecessary arguments, act of assault and affray with the students and the staff.
- (j) The employee's so deployed will not indulge into any disturbance, nuisance and unpleasant happening during the conveyance in the school buses and will ensure to maintain decorum of the educational institute.
- (k) Must be physically fit as it required boarding/de-boarding school buses includes modified Army vehicles for students.
- (l) Counting of school bus attendant must be ensure by agency as it involves dealing with students.

10. **Duties of the Agency/ Contractor/Bidder are as under:-**

- (a) Agency will formulate the work plan for both wings of the school in consultation with school authorities. Agency will provide requisite stationary to the employee's for maintenance of duty roster including any other purposes.
- (b) Character and antecedents of employees employed and provided for the duties are verified from Police Authorities, within 30 days of commencement of contract. Agency will be responsible for discipline of all employees.
- (c) Agency/ Contractor will maintain a duty roster for employing casual labour/daily wagers & school bus attendant (dandaman-women only) at both wings of school. The same will be checked / verified by the school authorities from time to time.
- (d) Agency will be responsible to provide immediate replacement in case of absence of any employee from the place of duty for any reason. In case of any contingency at any time, agency is also responsible to provide his relief at short notice.
- (f) Salary payment is carried out for all employees employed by 1st working day of every month directly in bank account of the employees. No cash payment is to be carried out by the Agency. Salary slip is to be provided to all

employees duly indicating any deductions and details of amount deposited for EPF, EPS and EDLI (where applicable).

(g) Agency will be responsible for deposition of Employees Provident Fund, Employee Pension Scheme, and Employees Deposit Linked Insurance. The Administrative charges for above will be claimed by agency as per applicable rates.

(h) Agency will deposit security equal to 15 days salary of casual labour/daily wagers & school bus attendant (dandaman women only) with the school at the time of signing of contract agreement, which will be refundable without interest two months after completion/termination on settlement of accounts and on receipt of no dues.

(j) Agency will pay monthly wages to casual labour/daily wagers & school bus attendant (dandaman-women only) including deposition of EPF, ESI as fixed by the Govt by 1st working day of every month and **proof to this effect along with monthly pay bill must be submitted to School by 5th of each month** for payment by School.

11. **Schedule of Employment.**

(a) **The manpower will be placed at School premises with effect from the date of applicability as per contract concluded with the Agency.** Due date as mentioned in letter of intent to formalize the contract/ Supply order for services should be strictly followed.

(b) **Mode of Placement.** The placement of casual labour/daily wagers & school bus attendant (dandaman-women only) for required services will be carried out to the representative(s) of Army Public School, Jalandhar Cantt by the Agency/ Supplier of services/ Contractor/ Bidder by physically handing over the number of employees to Army Public School, Jalandhar Cantt (Places physically shown to the service provider by the buyer of services). Please note that the letter of intent for signing of contract/ signed contract can be cancelled unilaterally by Army Public School, Jalandhar Cantt in case required manpower are not placed within the due date as mentioned in the contract. Extension of period for placement will be at the sole discretion of the Army Public School, Jalandhar Cantt with applicability of LD clause (Liquidated Damages Clause).

(c) **Liquidated Damages.** Principal, Army Public School, Jalandhar Cantt as Buyer of services reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the wages of casual labour/daily wagers and school bus attendant (dandaman-women only) for delay of every week or part thereof subject to a maximum of 10% of undelivered services which the agency/Service Provider has failed to provide within the stipulated period. In case the firm further fails to provide casual labour/daily wagers & school bus attendant (dandaman-women only) within stipulated period, the supply order of services / letter of intent for contract/ contract agreement if signed may be cancelled and acceptance of late supplies of services of casual labour/daily wagers & school bus attendant (dandaman-women only) refused, at the sole risk and cost of the Agency/ Supplier of services/ Contractor/ Bidder. The decision of the Principal, Army Public School, Jalandhar Cantt as Buyer of services to procure the services from the Agency/ Supplier of services/ Contractor/ Bidder at the risk and cost of the Agency/ Supplier of services/ Contractor/ Bidder shall be final and binding.

(d) Acceptance authority : Army Public School, Jalandhar Cantt

12. **Inspection.**

(a) 100% casual labour/daily wagers & school bus attendant (dandaman-women only) will be subject to physical verification by a board of officers provided by the buyer of services to ascertain that they conform to the requirements as laid down in this RFP/ letter of intent to formalize the contract/ Supply order for services/ Contract agreement. Authorized representative of the firms will be present during inspection/ verification. In case the casual labour/daily wagers & school bus attendant (dandaman-women only) are not found to be conforming to the laid down conditions, the representative of the firm will be intimated by the board of officers in-situ with a copy of such intimation to the Agency. The shortfall will be made up by the Agency at its own expense within a period of 24 hrs from the day of inspection. In case of any dispute, decision of the buyer of services will be final and binding.

(b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP) which should include relevant documents like medical record/ inspection report, Aadhar Card, PAN Card, Bank account details, Police verification in respect of all casual labour/daily wagers & school bus attendant (dandaman-women only). The Board of Officers would have the right to modify the format of ATP.

PART III – STANDARD CONDITIONS OF RFP

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 to be concluded with the successful Bidder as selected by the Buyer of services. 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 signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The performance of the services shall commence from effective date of the contract.
3. **Stamp Duty.** The stamp duty payable, if any to execute the contract shall be borne by the Seller/ Agency.
4. **Arbitration.** All disputes disagreements, questions 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 performance or maintenance, which cannot be settled amicably, may be resolved through arbitration. The sole Arbitrator shall have its seal at Chairman APS, Jalandhar Cantt. The standard clause of arbitration will be as following:-
 - (a) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
 - (b) Any dispute disagreement of question arising out of or relating to this contract or relating to performance (except as to any matter the decision of determine whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator shall be nominated in writing by Chairman APS, Jalandhar Cantt.
 - (c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by Chairman APS, Jalandhar Cantt.
 - (d) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
 - (e) The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
5. **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 for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the AWES. 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 Agency) 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 of services 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 favor 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, including further processing of Black listing of the Agency debarring it from taking any further contracts with schools under AWES.

6. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the APS, Jalandhar Cantt or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; 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 Seller agrees that if it is established at any time to the satisfaction of 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 Schools under AWES 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 LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with other Schools under AWES.

7. **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 document/information.

8. **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, pattern, sample or information thereof to any third party.

9. **Liquidation Damages (LD).** Principal, Army Public School, Jalandhar Cantt as Buyer of services reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the wages of casual labour/daily wagers for

delay of every week or part there of subject to a maximum of 10% of undelivered services which the agency/Service Provider has failed to provide within the stipulated period. In case the firm further fails to provide casual labour/daily wagers & dandaman within stipulated period, the supply order of services / letter of intent for contract/ contract agreement if signed may be cancelled and acceptance of late supplies of services of casual labour/daily wagers & dandaman refused, at the sole risk and cost of the Agency/ Supplier of services/ Contractor/ Bidder. The decision of the Principal, Army Public School, Jalandhar Cantt as Buyer of services to procure the services from the Agency/ Supplier of services/ Contractor/ Bidder at the risk and cost of the Agency/ Supplier of services/ Contractor/ Bidder shall be final and binding.

10. **Termination of Contract.** The Buyer of services 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 erratic, the manpower provided do not work or yield desired result of work, indulge in unauthorized congregation, theft, damaging of Army/Govt/School property and any other unauthorized activity which is impediment to smooth functioning or a security or a fire hazard.
- (b) The Seller is declared bankrupt or become insolvent.
- (c) The delivery of services is not upto the required standard and the manpower provided do not have sufficient proof of their character and antecedents.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) The Seller/ Agency/ Supplier of services/ Contractor/ Bidder will ensure that all casual labour/daily wagers are paid respective salaries directly in bank account of employees on 1st working day of each month for the duration of employment and the contractors bill is submitted by 5th of each month along with supporting documents of all payments including of EPF, ESI etc. In case of Seller/ Agency/ Supplier of services/ Contractor/ Bidder delays above payments beyond 15th of month for two consecutive months or till end of month for even one month the Buyer of services shall have the right to terminate this Contract in part or in full.
- (f) The Seller/ Agency/ Supplier of services/ Contractor/ Bidder is found to be indulging in any kind of malpractice with respect to payment of salary/ deposition of EPF, ESI etc subscription with EPFO or other Govt agencies.
- (g) As per decision of the Arbitration Tribunal.

11. **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 prepaid, mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **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.

13. The Contractor's profit and shall cover all the expenditure encompassing the liabilities of the contract and no extra costs will paid by the buyer over and above the negotiated/agreed rates. 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 provided or use. The Seller shall be responsible for the completion of the services irrespective of the fact of infringement of the services, irrespective of the fact of infringement of any or all the right mentioned above.

14. **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.

15. **Tax and duties**. All taxes/ GST/ Service Tax as applicable will be reflected separately and clearly on the commercial offer.

PART- IV SPECIAL CONDITION OF RFP

The Bidder is required to give confirmation of their acceptance of Special Condition 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.

1. **Performance Bank Guarantee (PBG)** - The vendor shall furnish a Bank Guarantee equal to **15 days salary** of employees including contractors profit within seven days of the receipt of supply order. In case of breach of contract or cancellation/ Termination of contract as per para 10 of Part-III, payment of employees will be made by School directly by liquidating of PBG, further all pending liquidated damages will be deducted from this amount. Bank Guarantee will be valid upto 60 days beyond the last date of contract agreement. The sample format of PBG is attached as Appendix 'H' to RFP.
2. **Terms** - The delivery of service of the required number of casual labour/daily wagers and school bus attendant dandaman-women only). Manpower will be for each working day for the total period of the Contract and bills of the contractor will be submitted after completion of each calendar month to Army Public School, Jalandhar Cantt. The payment will be made after completion of services for every month. The contractor will make the payment of minimum wages, EPF and ESI contribution into bank account of all the beneficiaries along with details and proof of payments made will be submitted to Army Public School, Jalandhar Cantt by 5th of every month.
3. **Advance Payment.** No advance payment(s) will be made.
4. **Paying Authority.** Payment will be made by Army Public School, Jalandhar Cantt. The payment will be made on submission of the following documents by the Seller to the Army Public School, Jalandhar Cantt along with the bill:-
 - (a) Ink-signed copy of contractor bill/seller's bill as per Appendix Q.
 - (b) Copy of letter forwarded to Bank for disbursement of salary along with proof of deduction of amount from Contractors account.
 - (c) Copy of Challans with respect to deposition of ESI, EPF, EDLI along with administrative charges. EPF deposit on details along with Nominal Roll of the affected employees- ECR and Challan. ESI deposition details alongwith Nominal Roll of the affected employees -ECR and Challan. (Proof of payment for minimum wages EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable).
 - (d) Attendance details for the month in duplicate to be coordinated with user.
 - (e) Copy of salary slip of all employees duly signed by employees.
 - (f) Performance Bank guarantee/indemnity bond where applicable.
 - (g) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR

code and copy of PAN Card (if these details are not incorporated in supply order/ contract). The sample format for ECS Authorization Cum Banker's Certificate is attached as Appendix E of RFP.

(h) Certificate to the effect that payment has been made as per Minimum Wages Act as per para 5(c) below.

5. **Change in Minimum wages Clause.** The following clause will form part of the contract on successful Bidder:-

(a) The minimum wages for unskilled labor as stipulated by state Govt will be paid to the personnel employed as casual labour/daily wagers under the contract by the contractor and shall in no event be less than at which the Service Provider Provide the services or offer to provide services of identical description to any persons/Organization including the purchaser or any department of state government as the case may be during the period till performance of all personnel placed during the currency of the contract is completed.

(b) The standard deposition required to be made to other Govt agencies viz EPFO etc against ESI, EPF, EDLI etc based on percentage of minimum wages for unskilled labor against the personnel employed as stipulated by state Govt will be made on monthly basis.

(c) If at any time, during the said period of contract the state Govt through notification changes the minimum wages for unskilled labor, also in case there is change in the rates of EPF, ESI, EDLI etc being deposited against employees with the other Govt agencies the contractor will intimate the same to Buyer of services immediately on occurrence.

(d) The contractor on confirmation with the Buyer of services will incorporate the changes in the minimum wages for unskilled labor being paid to employees, also the changes in the rates of EPF, ESI, EDLI etc being deposited against employees with the other Govt agencies and will claim the same in the monthly contractor's bill. The contractor shall furnish the following certificate to the Paying Authority along with each bill for payment on monthly basis – "We certify that there has been no change in the minimum wages for unskilled labor as stipulated by state Govt and the rate of deposition of EPF, ESI, EDLI in respect of employees employed under the Contract. All employees are paid monthly salary based on existing rates as per Minimum Wages Act stipulated by state Govt. EPF, ESI, EDLI and etc have been deposited with the Govt department as per rates specified against each."

6. **Risk & Expense Clause.**

(a) Should the service during any month thereof is not be delivered within the stipulated time as mentioned in the Supply order of service, or if lesser delivery is made in respect of the employed casual labour/daily wagers & school bus attendant (dndaman-women only), Army Public School, Jalandhar Cantt shall after employing the services from other sources at the risk and cost of the service provider ask the service provider to make up the deficit within 24 hrs or at the earliest. The breach, be at liberty, without prejudice the right to recover Liquidated Damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services of casual labour/daily wagers & School bus attendant(dandaman-women only)provided thereof not perform in accordance with the specification/parameters provided by the contractor as per Supply Order of services, Army Public School, Jalandhar Cantt shall be at liberty, without prejudice to any other remedies to cancel the contract wholly or to the extent of such default.

(c) In case of an the services are not restored or supplied in full Numbers within the time stipulated Army Public School, Jalandhar Cantt shall having given the right of first refusal to Contractor/ Security Agency be at liberty to purchase the services, from any other source as it thinks fit, other services of the same or similar description to make good :-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the services remaining to be delivered there under.

(iii) Any excess of the purchase price of the said services or value of procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor.

7. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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) If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

8. **Employees Provident Fund Clause.**

(a) The second party (contractor) shall abide by the provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and also any other Enactment of the State Governing hiring/Outsourcing/Welfare of labour.

(b) The second party (contractor) shall be registered with local EPF Commissioner and shall provide registration number and endorse the same in the contract agreement.

(c) The second party (Contractor) shall in person or through an authorized agent attend the office of the officer operating the contract/ Principal Army Public School, Jalandhar Cantt as and when required.

(d) No compensation shall be claimed by the second party (contractor) if services under any circumstances are not required during the currency of the contract.

(e) The second party (contractor) shall deposit Provident Fund contribution with the EPF Commissioner in respect of employees engaged by him or any other contribution pursuant of the Insurance Scheme or any other mandatory welfare schemes In the geographical jurisdiction of the area and should produce the ECR (Electric Challan Return) of EPF Challan of every month.

(f) The second party (contractor) agrees that the amount due to him shall be released subject to production of proof regarding payment of EPF, ESI, EDLI etc amount in respect of employees engaged through this contract for the previous month to the EPFO or any other relevant Govt department.

9. Special Conditions for Hired Labour to be Employed for Casual Labour/Daily Wagers.

(a) In the case of any dispute between me/us and the office operating the contract regarding supply of casual labour/daily wagers under this contract I/we agree to abide by the decision of the Principal, Army Public School, Jalandhar Cantt.

(b) Nothing herein contained shall render the Army Public School, Jalandhar cantt liable for any accident that happens to any person through the negligence of any individual or due to any other causes whatsoever and I/We indemnify the Army Public School, Jalandhar cantt / Army Public School, Jalandhar cantt official against all such claims.

(c) I/We agree that the payment applied for consideration during or after the period of this contract shall be as per applicable minimum wages for unskilled labor as stipulated by state Govt.

(d) If, however, cost of operations of the contract is increased or decreased on account of legislation during the currency of the contract, rates will be correspondingly varied.

(e) Acceptance of the contract is subject to the conditions and services rendered and payment under this contract will take place within the State of India.

(f) I/We agree that if casual labour/daily wager& school bus attendant (dandaman-women only) are not present/ provided by me/us under any particular clause in the contract, during the currency of the contract, we will not be entitled to claim any compensation on that account.

(g) I/we agree that when casual labour/daily wagers are employed on monthly basis under this contract, I/we will have no objection to provide casual labour/daily wagers & school bus attendant (dandaman- women only) on Holiday. Such employment on Holidays will be included in the monthly rates and no extra payment will be included in the monthly rates and no extra payment will be demanded by me/us on this account.

(h) **Indemnity** - The contractor shall indemnify the customer (The Principal, Army Public School, Jalandhar Cantt) against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the contractor's work or for dues of any kind whatsoever, and the customer shall not be bound to defend any claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work.

(j) The contractor is liable to provide immediate first aid/hospitalization in case of accident/sudden illness to personnel. In case the personnel are present on place of duty any immediate help with respect to above will be provided by Army Public School, Jalandhar Cantt without any obligation for the same, however the cost of same will be borne by the contractor.

(k) I/We agree that I/We shall furnish a certificate in support of my/our bills to this effect that labour being paid at rates not less than the as specified by the State Government.

(l) In the event of my/our continuous failure and defaults to carry out terms of this contract, this contract can be rescinded and security deposit/ PBG forfeited. I/we shall be charged the following in addition:-

(i) Difference of costs of contract and rates of alternative arrangement made at our risk and expense.

(ii) Compensation for all incidental expense for extra work for establishments made at our risk and expenses.

(m) As per requisite to conclusion of contract, power of attorney in original in respect of the person authorized to sign contract documents on behalf of my/our firm together With his specimen signature will be forwarded with the tenders.

(n) I/We agree that the antecedents of casual labour/daily wagers & school bus attendant (dandaman-women only)employed will be verified by the police. Those adversely reported will not be employed by me/us.

(o) In the event of my/our failure, declining neglecting any requisition or otherwise not executing in accordance with the terms of contract, the officer, operating the contract/ Principal Army Public School, Jalandhar Cantt shall be at liberty (without prejudice) to any other remedy have on account of any claim for compensation against loss and inconvenience caused by such breach or non performance of the contract to produce to arrange at my/our expense such services as have been rejected or that I/we have failed, neglected or delayed to supply. Excess cost, so incurred over the contract together with all incidental charges or expenses incurred in procuring the terms or arranging for such services shall be recoverable from me/us on demand.

(p) That any loss or damage suffered due to negligence, misconduct or default by of the casual labour/daily wagers shall be recovered by the APS, Jalandhar Cantt from me/us.

(q) I/We agree that the provisions of the Indian contract agency (Regulation and Abolition) Act, 1970 and Contract Labour Rules, 1971 will be applied.

(r) I/We shall be responsible for making necessary remittances towards Employees Provident Fund. I/We further pledge that a monthly receipt to this effect will be maintained by me/us and submitted to the Contract Operating Officer, Army Public School, Jalandhar cantt on monthly basis.

(s) I/We shall abide by the provisions of the Child Labour (Prevention and Regulation) Act 1986. No labour below the age of 18 years will be employed on the work.

10. **Transportation** - All the personnel employed by contractor as casual labour/daily wagers & school bus attendant(dandaman-women only) under the contract will be made available at Army Public School, Jalandhar Cantt. Contractor/ Agency will bear the cost of transportation if any.

11. **Quality Assurance** - The casual labour/daily wagers & school bus attendant(dandaman-women only) will be as per the services required by the buyer and as spelt out in the RFP, Contract and the rules and regulations governing the instant Contract and should be conforming to 100% at all times for the duration of contract.

12. **Inspection Authority** - The inspection will carried out initially by board of officers on behalf of the Principal, Army Public School, Jalandhar Cantt as per the condition given above for the ATP. Further, inspection may be carried out any time during the contract or whenever there is any change of personnel carried out by the contractor or as requested by the Army Public School, Jalandhar cantt.

13. **Franking Clause** - The following Franking clause will form part of the contract placed on successful Bidder:-

(a) Franking Clause in the case of Acceptance of services. "The fact that the services/ details of personnel deployed as casual labour/daily wagers & school bus attendant(dandaman-women only) have been inspected after the placement period and have been passed by the Board of Officer will not have the effect on keeping the contract alive. The services are being passed without prejudice to the rights of Army Public School, Jalandhar Cantt under the terms and conditions of the contract".

(b) Franking Clause in the case of Rejection of services. "The fact that the services/ details of personnel deployed as casual labour/daily wagers and school bus attendant(dandaman-women only) have been inspected after the placement period/ at any time during contract period and rejected will not bind Army Public School, Jalandhar Cantt in any manner. The services are being rejected without prejudice to the rights of Army Public School, Jalandhar Cantt under the terms and conditions of the contract"

PART V**EVALUTION CRITERIA & PRICE BID ISSUES**

“All question and column for part V of RFP need to be answered and mentioned clearly and failure to do so may result in disqualification and rejection of Bid”

1. **Terms and Conditions.** Terms and conditions are as per Part-I to Part-V of this RFP. These will be read, understood and complied by in full by the bidder. Copy of entire RFP including Part-I to Part-V along with all appendixes will be signed along with all the required documents and earnest money, security money and other requirements specified therein and submitted along with the tender bid.
2. **Technical Offer.** All documents as specified under para 2(b) ie Cover-I along with signed copy of RFP with Contractor's/ Bidder stamp to be filed by the bidder and submitted.
3. **Commercial Offer.** All documents as specified under para 2(c) ie Cover-II along with signed copy of Appendix O and Appendix P duly affixed with Contractor's/ Bidder stamp to be filed by the bidder and submitted. Rates shall be written in figures as well in words in the tender. In the case of variation of rates written in words and in figures, the amount in words will prevail for calculation of price.
4. **Technical Evaluation.** Cover-I along with the supporting documents with the quotations will be evaluated by Technical Evaluation Committee for technical evaluation and evaluation of documents. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.
5. **Commercial offer Evaluation Criteria.** The price bids of only those bidders will be opened whose Technical Bids would clear the technical evaluation. The board guidelines for evaluation of Commercial Bids will be as follows:-
 - (a) Commercial bids will be evaluated on basis of sum of two criteria, first being Service charges/ contractor's profit inclusive of service tax/GST as indicated by Bidder in Appendix O and second the deduction as indicated in the salary slip (other than std deduction of EPF & ESI) at Appendix P. The lowest bidder will be the vendor quoting lowest for sum of above two criteria.
 - (b) In case of two or more bidders having same quotes (sum of above two criteria) then lowest will be adjudged with lowest deduction (other than std deduction of EPF & ESI) in pay slip as per Appendix P.

Appendix A

(Refer Para 2 (b) (i) of Part-I of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER

(To be given on Company Letter Head)

To

The Principal,
Army Public School, Jalandhar Cantt.

SUB: ACCEPTANCE OF TERMS & CONDITONS OF TENDER

Tender Reference No : _____

Name of Tender/Work : Outsourcing of Casual Labour/Daily Wagers
& School bus attendant (dandaman-women only)
for Army Public School Jalandhar Cantt

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned Work from the web sites) namely www.apsjalandhar.com as per your tender notice, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s) etc which form part of the contract agreement and I/We shall abide hereby the terms and conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your school too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) and corrigendum(s) in its totality/entirety.
5. The Technical Bid and its enclosures as submitted in physical form as mentioned in Para 2 of part I of RFP is the true copy of the documents.
6. In case any provisions of this tender are found violated, your school shall be at liberty to reject this tender/ bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully

(Signature of the Bidder, with
Official Seal)

Appendix B

(Ref Para 2 (b) (ii) of part I of RFP)

VENDOR'S QUALIFICATION & TECHNICAL COMPLIANCE
(TO BE SUBMITTED WITH TECHNICAL BID)

Ser No	Parameter	Vendor Response	Proof submitted where applicable (Yes/No)
1.	Name of the company/Agency		
2.	Full address of the Company/ Agency		
3.	Name of the Proprietor		
4.	Permanent Home Address (in full)		
5.	Present Home Address (in full)		
6.	Tele No :-		
	(a) Office		
	(b) Residence		
	(c) Mobile		
7.	PAN Card No.(Enclose Copy)		
8.	TAN Registration No of company/Agency (along with Tax return of the previous three financial years)		
9.	Registration number of firm/company(Enclose copy of Registration Certificate)		
10.	Security Agency License approved by State Govt with validity (Enclose Copy)		
11.	Previous experience with other Schools /Colleges/Govt agency for last three years as per Appendix C.		
12.	EPF Registration No (Enclose Copy of		

	Certificate)		
13.	ESI Registration No (Enclose Copy of Certificate)		
14.	Financial stability (Audited balance sheet of the firm for fourth Quarter be enclosed).		
15.	GST/ Tax Registration No, (Enclose Copy of certificate along with last year GST return)		
16.	Aadhar Card of Proprietor (Enclose Copy)		
17.	Confidentiality Certificate as per Appendix D		
18.	Clause by Clause Compliance of RFP as per Appendix H		
19.	Signed Copy of Part-I to Part-V of RFP with Vendor/ Bidder/ Company/ Agency stamp		
20.	Non Disclouser Agreement as per Appendix L		
21.	Undertaking for Earnest Money Deposit as per Appendix L		
21.	EMD/ EMD exemption certificate	Details of Draft/ FDR/ Banker's Cheque/ BankGuarantee are:-	
22.	Tender Fees/ Exemption Details		

Company Seal

(Authorised Signatory of Company)

Date:

Appendix C

(Ref Para 2 (b) (iii) of part I of RFP)

**DETAILS OF OTHER CONTRACTS FOR PROVIDING OF CASUAL LABOUR/DAILY
WAGERS AND SCHOOL BUS ATTENDANT (DANDAMAN-WOMEN ONLY) TO
SCHOOLS/COLLEGES/ GOVT AGENCIES IN LAST FIVE YEARS
(TO BE SUBMITTED WITH TECHNICAL BID)**

Ser No	Name of the school/college/ Govt Agency	No of casual labour/daily wagers	Time		Enclose feedback on completion of contract as proof
			From	To	
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Appendix D

(Ref Para 2 (b) (iv) of part I of RFP)

CONFIDENTIALITY CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL BID)

+

It is certified that the Company or any representative of the Company will not disclose any information gained of/from school, while interacting with the any other unknown persons. Documents prepared in connection with the contract or any documents received or any study carried out by them, will not conveyed directly or indirectly to any person or Company or institution or Press. Any violation therein may be considered as offence and action will be initiated, if any.

Company Seal

(Authorised Signatory of Company)

Date:

Appendix 'E'

(Refer Para 2 (b) (v) of Part-I of RFP)

MODEL ECS MANDATE FORMAT**CUSTOMER'S OPTION TO RECEIVE THROUGH E-PAYMENT
(ECS/EFT/DIRECT/CREDIT RTGS/NEFT/OTHER PAYMENT ,MECHANISM AS
APPROVED BY RBI)CREDIT CLEARING MECHANISM**

1. Name of the vendor :
2. Particular's of Bank Account
 - (a) Bank Name :
 - (b) Branch :
 - (c) Address :
 - (d) Telephone Number :
 - (e) IFS code :
 - (f) 9 Digit Code number of Bank and :
(Branch appearing on MICR cheque issued by Bank)
 - (g) Account Type (SB/CA) :
 - (h) Account No. as appearing on Cheque Book:
3. Please attach a blank cancelled cheque, or photocopy of a cheque or front page of your account serving bank passbook issued by your bank for verification of the above particulars.
4. **Date of Effect** I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or correct information, I would not hold the institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under RFP.

Date

(.....)
Signature of
Customer

Counter Signed by Bank/ Branch Manager

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

Appendix 'F'

(Refer Para 2 (a) (vi) of Part-I of RFP)

PERFORMANCE BANK GUARANTEE FORMAT

From:
Bank_____

To

The Principal Army Public School,
Jalandhar Cantt,
Jalandhar

Dear Sir,

Whereas you have entered into a Contract No._____ dated_____ (hereinafter referred to as the said Contract) with M/S_____ hereinafter referred to as the "seller" for providing of casual labour/daily wagers as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee of value amounting to Rs_____ /- to secure its obligations to the Principal, Army Public School, Jalandhar Cantt.

1. We, the_____ Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the Principal, Army Public School, Jalandhar Cantt declares to us that the services have not been provided according to the Contractual obligations under the aforementioned contract, we will pay you on demand and without demur, all and any sum up to a maximum of_____ Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangement, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 18 months from the date of signing the contract agreement or until extendable period if any.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharge from the liabilities hereunder.

This guarantee shall be continuing the guarantee and shall not the be discharged by and change in the constitution of the Bank or in the constitution of M/s_____

.....
(Signature of the authorized officer of the Bank)

Seal, name & address of the Bank and address of the Branch

Appendix G

(Ref Para 2 (b) (vii) of part I of RFP)

UNDERTAKING FOR EARNEST MONEY DEPOSIT

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for providing of casual labour/daily wagers (hereinafter called the "Bid") against the Buyer's Request for proposal No. KNOW ALL MEN by these presents that WEof having our registered office at are bound to accept that if we withdraw or modify the bids during period of validity etc, the EMD submitted by Bidder in form of Draft/FDR/Banker's Cheque/ Bank Guarantee bearing No..... issued by Bank..... is liable to be liquidated by the Buyer ie Principal, Army Public School, Jalandhar Cantt and we accept that we may be suspended for the time specified in the tender documents as per "Request For Proposal". Other conditions of obligations are:-

- (a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (b) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- (c) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- (d) Fails or refuses to accept/execute the contract.

Official Seal
Date :

(Signature of the Authorised Signatory of the
bidder with Name and Designation and seal)

Appendix 'H'

(Refer Para 2 (b) (xv) of Part-I of RFP)

ACCEPTANCE OF TERMS & CONDITIONS

1. I have read the terms and conditions governing the contract attached hereto I have full knowledge for providing of casual labour/daily wagers & School bus attendant (dandman-women only) work and I take full responsibility for availability of trained staff as required I offer to do the above mentioned contract work as laid down in the tender.

Dated :

Name_____

Address_____

2. The above tender of Army Public School, Jalandhar Cantt is hereby accepted by me on behalf M/s.....

3. Acceptance of Terms and Condition as per RFP No _____

4. Should my/our tender be accepted, I/we hereby agree to abide and fulfill all the terms and conditions of the contract annexed and will abide by the instructions issued by concerned authorities from time to time hereto and also execute the contract agreement embodying the conditions hereto attached within 10 days of receipt of communication to do so. I/we further agree that in the event of my/our failure to execute the contract agreement with 10 days of receipt of communication in writing or in the event of my failure within 10 days after receipt or orders to the effect, the full value of the earnest money shall stand forfeited by Army Public School, Jalandhar Cantt or its successors in the office without prejudice to any rights or remedies.

5. I/We will also deposit the Performance Bank Guarantee of Rs_____ (Rupees _____) in favour of Principal, Army Public School, Jalandhar Cantt within seven days of receipt of Supply order. The full value of which will be retained by the Army Public School, Jalandhar Cantt on account of security deposit for duration of contract plus 60 days.

(Company Seal)

(Authorized signatory of Company)

Place_____

Name_____

Designation_____

Dated_____

Contact_____

Email-ID_____

ACKNOWLEDGEMENT

Ref No: _____

Name and address of the firm

Date _____

ACKNOWLEDGEMENT SLIP

1. Refer to your Supply Order/Contract No _____ dated
_____ 2024.
2. Acknowledged.

Appendix K

(Ref para 2 (a) (xvii) of part I of RFP)

COMPLIANCE TO RFP**(To be submitted in original along with Technical Bid)**

Ser No	Requirements	RFP Reference	Compliance (Compiled/ Not Complied)
1.	Validity of Bids.	Para 11 of Part I of the RFP	
2.	Earnest Money Deposit.	Para 12 to Part I of the RFP	
3.	Technical details.	Para 2 of Part I of the RFP	
4.	Delivery Period.	Para 2 to Part II of the RFP	
5.	Law.	Para 1 to Part III of the RFP	
6.	Effective Date of the Contract.	Para 2 to Part III of the RFP	
7.	Arbitration.	Para 4 to Part III of the RFP	
8.	Penalty for Use of Undue Influence.	Para 5 to Part III of the RFP	
9.	Agents / Agency Commission.	Para 6 to Part III of the RFP	
10.	Access to Books of Accounts.	Para 7 to Part III of the RFP	
11.	Non-Disclosure of Contract documents.	Para 8 to Part III of the RFP	
12.	Liquidated Damages.	Para 9 to Part III of the RFP	
13.	Termination of the Contract.	Para 10 to Part III of the RFP	
14.	Notices.	Para 11 to Part III of the RFP	
15.	Transfer and Sub-Letting.	Para 12 to Part III of the RFP	
16.	Amendments.	Para 14 to Part III of the RFP	
17.	Goods and Services Tax (GST)	Para 15 to Part III of the RFP	
18.	Performance Guarantee.	Para 1 to Part IV of the RFP	
19.	Payment Terms.	Para 2 to Part IV of the RFP	
20.	Paying Authority/ Documents.	Para 4 to Part IV of the RFP	
21.	Risk & Expense Clause	Para 6 to Part IV of the RFP	
22.	Force Majeure Clause	Para 7 to Part IV of the RFP	
23.	Transportation	Para 10 to Part IV of the RFP	
24.	Quality Assurance.	Para 11 to Part IV of the RFP	
25.	Inspection Authority	Para 12 to Part IV of the RFP	
26.	Franking Clause.	Para 13 to Part IV of the RFP	
27.	Evaluation Criteria.	Para 4&5 to Part V of the RFP	

Appendix L

(Ref Para 2 (b) (xviii) of Part I of RFP)

INSTRUCTIONS TO THE BIDDERS

Instructions for Bid Submission to the Bidders to submit the bids offline are as follows.

1. Bidder having a valid license from Govt of Punjab for providing of casual labour/daily wagers & dandaman in Punjab can only be eligible for submission of bid.
2. Based on the advertisement for provisioning of casual labour/daily wagers to Army Public School, Jalandhar Cantt, published in news paper ie Times of India and Punjab Kerri, complete set of documents can be downloaded from school web site www.apsjalandhar.com.
3. While submitting the bids, the bidder must read the terms & conditions and accept the same. Acceptance should be in clear "Yes" or "No". Alternative shown as "Partially acceptable" not acceptable.
4. Read and understand all requisite requirements, mentioned in the "Request For Proposal" (RFP). All pages of of RFP to be submitted duly signed and stamped along with Bid.
5. Fill all the requisite information correctly and enclose photocopy (self attested by authorized signatory with official seal) where required.
6. Submission of incomplete/vogues information with non submission of correct supported documents will declare the bidder invalid by Technical Evaluation Committee TEC.
7. The bidder/authorized representative should be in possession of all original documents, already enclosed with the bid documents, at the time of opening of tender/technical bid for physical verification of the Technical Evaluation Committee (TEC).
8. Commercial Bids should be submitted in separate sealed envelope. Amount should be quoted in figures as well as in words to avoid mismatches, if any.

Appendix M

(Ref Para 2 (b) (xix) of Part I &
Para 4 of Part III of RFP)

FORMAT OF ARBITRATION CLAUSE

All disputes disagreements, questions 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 performance or maintenance, which cannot be settled amicably, may be resolved through arbitration. The sole Arbitrator shall have its seal at Chairman APS, Jalandhar Cantt. The standard clause of arbitration will be as following :-

1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
2. Any dispute disagreement of question arising out of or relating to this contract or relating to performance (except as to any matter the decision of determine whereof is provided for by these conditions) , which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator shall be nominated in writing by Chairman APS, Jalandhar Cantt.
3. Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by Chairman APS, Jalandhar Cantt.
4. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
5. The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Appendix N

(Ref Para 2 (b) (xx) of Part I & Para 8 of Part III of RFP)

NON DISCLOSURE AGREEMENT CERTIFICATE

It is certified that the information contained in the contract agreement, any other school documents provided for school and various security aspects of School will not be disclosed to any person or any unauthorized entity. The information available with our firm and its employees will only be utilized by our firm and employed casual labour/daily wagers & school bus attendant (dandman-women only) for enhancement of work of the School. Our security agency shall not disclose the contract or any provision, specification, plan, pattern, sample or any information related to the school/management authorities thereof to any third party or unauthorized entities.

Place:

Signature

(Name of Signatory in Block letters)

Date:

(Complete address of the firm and firm's Seal)

Appendix O

(Ref Para 2 (c) (i) of Part I of RFP)

COMMERCIAL OFFER**(TO BE ENCLOSED IN SEPARATE ENVELOPE DULY MARKED AS COMMERCIAL OFFER OFFIRM)**

Ser No	Descriptions	Rate	No of employees	Total for One Month	Total for One Year	Remarks
1.	Monthly wages of unskilled casual labour/daily wagers& School bus attendant (dandaman-women only) as per Govt of Punjab (NOT TO BE FILLED/AMMENDED BY BIDDER)		50			NOT TO BE FILLED/ AMMENDED BY BIDDER These will be claimed based on latest State Govt Notification and actual amount disbursed by the vendor to Employees and deposited with EPFO/ESI along with proof of deposition.
2.	13.61% of Salary to be deposited with EPFO for EPF, EPS, EDLI and administration charges (NOT TO BE FILLED/AMMENDED BY BIDDER)		50			
3.	3.25% of Salary to be deposited with ESI (NOT TO BE FILLED/AMMENDED BY BIDDER)		50			
4.	Agency monthly profit/ Service charges (TO BE FILLED BY BIDDER)		50			Monthly Profit per employee in words
5.	GST/ Service Tax on monthly profit/ Service charges @% (TO BE FILLED BY BIDDER)		50			
TOTAL			50			

Place:

Date:

Signature

(Name of Signatory in Block letters)

(Complete address of the firm and firm's Seal)

Appendix P

(Ref Para 2 (c) (ii) of Part I of RFP)

SAMPLE SALARY SLIP
PAY SLIP FOR THE MONTH OF2024/25

Emp Name.....

ID No/ UAN

EMPLOYEE PARTICULARS	
CODE	
Father/ Husband Name	
Designation	
Department	
PF No	
ESI No	
Bank Account No	
Bank Name & Address	
PAN No	

LEAVE/ABSENCE DETAILS	
Absent	
Leave	
Total Days of Work	
Week Off	
Payable Days	

Ser No	Descriptions	Credit	Debit	Remarks
1.	Basic Salary	11536.75		
2.	DA			
3.	HRA			
4.	CEA			

5.	Employee share of EPF @ 12%			Employer Contribution-
5.	Employee share of ESI @ 0.75%			Employer Contribution @ 3.25% -
6.	Any other deductions of the security agency :-			
	(a)			
	(b)			
TOTAL		11536.75		

Total Salary credited/(in words)

Total EPF Contribution including this month

Total EPF Contribution including this month

Place:

Signature

(Name of Signatory in Block letters)

Date:

(Complete address of the firm and firm's Seal)

Appendix Q

(Ref Para 9(j) of Part II & para 4(a) of Part-IV of RFP)

SAMPLE OF CONTRACTOR BILL AND SUPPORTING DOCUMENTS REQUIRED TO BE SUBMITTED**EVERY MONTH CONTRACTOR'S BILL****Monthly bill of casual labour/daily wagers & dandaman of Army Public School, Jalandhar Cantt : __ (Month) 2024**

Ser No	Description	HSN/S AC	Total No of present/ working days	Monthly rate of wages/per day	Total amount	Remarks
1.	29 X Casual Labour/daily wagers 21 Dandaman(Women only)					
2.	EPF Contribution Claimed					Details at page 43
3.	ESI Contribution Claimed					Details at page 44
4.	Service charges					
5.	GST/Service Tax on Charges					
6.	Grand Total					

Above bill be submitted to the school along with the following documents as per specimen attached for payment :-

- (a) Day wise monthly attendance sheet of casual labour/daily wagers.
- (b) Letter to concerned bank for transfer to monthly wages of casual labour/daily wagers.
- (c) *Payment confirmation receipt.

*Amount to be deposited in bank and system generated receipt is required only.

Place:

Signature

(Name of Signatory in Block letters)

Date:

(Complete address of the firm and firm's Seal)

DAY WISE ATTENDENCE SHEET OF CASUAL LABOUR/DAILY WAGERS
FOR THE MONTH OF JUN 2024

Ser No	Name of employee	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Toral
1.	A Singh	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	28
2.	B Singh	A	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	A	A	A	A	23

Place:

Date:

Signature

(Name of Signatory in Block letters)

(Complete address of the firm and firm's Seal)

**NO MONTHLY PAYMENT WILL BE PAID TO CASUAL LABOUR/DAILY WAGERS
AND SCHOOL BUS ATTENDANT (DANDAMAN-WOMEN ONLY) BY CASH (SHOULD
BE ENCLOSED ALONGWITH CONTRACTOR BILL)**

Name of Security Firm
Address.....

Ref No : AAA/2023/02

Dated :

The Bank Manager
..... Bank
..... Branch

Sub : Salary transfer for the month of 2024

Respected Sir

Kindly debit the amount of Rs/- (Rupees only) and bank charges from our account No and credit the following amount to our employees mentioned below in their account No :-

Ser No	Name of the employee	Account No	Amount	Remarks
(a)	Aa			
(b)	Ab			
	Total			

Note - Above letter should be submitted alongwith bank statement under which above transaction of Rs debited from account number of the owner of security agency.

Place:

Signature

(Name of Signatory in Block letters)

Date:
Seal)

(Complete address of the firm and firm's

EMPLOYEES PROVIDEN FUND ORGANISATION
BHAVISHYA NIDHI BHAWAN, 14, BHIKAJI CAMA PLACE, NEW DELHI – 110066

Generated on(date & time)

PAYMENT CONFIRMATION RECEIPT

TRRN No	xxxxxxxxxxxxx
Challan Status	Payment confirmed
Challan Generated on 2024 at.....(time)
Establishment ID :	zzzzzzzzzzzzzzzz
Establishment Name	xxxxxxxxxxx
Challan Type :	Monthly Contribution Challan
Total members	xxxxx
Wage Month	Jun 2024
Total Amount (Rs)	
Account 1 Amount (Rs)	
Account 2 Amount (Rs)	
Account 10 Amount (Rs)	
Account 21 Amount (Rs)	
Account 22Amount (Rs)	
Payment Confirmation Bank Bank.
CRN :	@ @ @ @ @ @ @
Payment Date 2024
Payment confirmation date 2024
Total PMRPY Benefits	0

Place:

Date:
Seal)

Signature

(Name of Signatory in Block letters)

(Complete address of the firm and firm's

EMPLOYEE'S PROVIDENT FUND
ELECTRONIC CHALLAN CUM RETURN (ECR)

Establishment	AB Enterprises		
Establishment ID	LDJAL9999999999	LIN	14061170700
Wages Month	May 2024	Return Month	Jun 2024
Contribution rate (%)	12	ECR Type	ECR
Salary distribution date	01 Jun2024	Uploaded Date Time	14 Jan 2023 13:49
Exemption Status	Un exempted	TRRN Number	
Total members	346		
Contribution and Remittance Details (in Rupees)			
Total EPF Contribution Remitted	5,22,400	Total EPS Contribution Remitted	3,14,800
Total EPF-EPS Contribution Remitted	2,07,600	Total refund advance	0
PMRY Upfront Benefit Details (In Rupees) :			
Total PMRPY benefit remarks	-0	Total PMRPY Upfront EPS Amount	0
PMRPY benefit remarks	NA		
ABRY Upfront Benefits Details (In Rupees)			
Total ABRY benefits	Employee EPF Share	Employer EPS Share	Employer EPS Share
	0	0	0
ABRY benefit remarks	Establishment is not eligible for ABRY benefit as employee count (386) is less than required employee count 434		

LDJAL LDJAL9999999999/ May 2024/14 May 2024 13:49

Member Details :-

Sl No	UAN	Name as per		Wages				Contribution Remitted				Refund	PMRPY/ABRY Benefit			Posting Location of the member
		ECR	UAN Repository	Gross	EPF	EPS	EDLI	EE	EPS	ER	NCP Days		Pension Share	ER PF Share	EE Share	
1.	101137856870	AB SINGH	AB SINGH	10,708	10,708	10,708	10,708	1,285	892	393	0	0	-	-	-	NA

Total EPF+EPS+EDLI Contribution Deposited- XXXXX/-

Total EPF Contribution of Employees deducted and deposited- YYYYY/-

Total Claimed Now from School= XXXXX/- - YYYYY/- = ZZZZZ/- (in words)

Place:

Date:
Seal)

Signature

(Name of Signatory in Block letters)

(Complete address of the firm and firm's

ESIC
Employee' State Insurance Corporation

Insurance

Transaction Details	
Transaction status :	Completed successfully
Employer's Code No	
Employer's Name	
Challan Period2024
Challan Number	
Challan created Date	
Challan Submitted Date	
Amount Paid	XXXXXX
Transaction Number	
Print Close	

DISCLAMBER Content owned maintained and updated by Employee's State Insurance Corporation Copy right @ 2008, ESIC, India. All Rights Reserved. Best viewed in 2034 x 876. Designed and Developed by Wipro LTD IP Address.

Total ESI Contribution Deposited- XXXXX/-

Total ESI Contribution of Employees deducted and deposited- YYYYYY/-

Total Claimed Now from School= XXXXX/- - YYYYYY/- = ZZZZZ/- (in words)

Place:

Date:
Seal)

Signature

(Name of Signatory in Block letters)

(Complete address of the firm and firm's

ESIC
Employee' State Insurance Corporation

Insurance

User Login 1200055544442002

Saturday Masy 31, 2024

11:49:57 AM

View History

Required Fields

Employer Code
1200055544442002

Period
May 2024

Total Contribution	Total Employer Contribution	Total Contribution	Total Government Contribution	Total Monthly wages
35927.00	154864.00	190791.00	0.00	4765029.00

MC Period : May 2024

SI No	DIP	Insurance Number	Insured Person	No of Days worked	Total Monthly wages	IP Contribution	Reason
400	-	1714294049	AB Singh	31	13408.00	142.00	

Place:

Signature

(Name of Signatory in Block letters)

Date:
Seal)

(Complete address of the firm and firm's