



**TENDER DOCUMENT
FOR
SUPPLY OF MANPOWER**

(Skilled and Unskilled Workers on Daily Wage Basis)

TO

JAWAHAR NAVODAYA VIDYALAYA, MALHAR

DISTRICT-BILASPUR (C.G.) - 495551

TENDER TITLE: FOR SUPPLY OF, UN SKILLED WORKERS ON DAILY WAGE BASIS

TENDER REF NO: 01/JNVBILASPUR/2020-21/OUTSOURCE /01

1. Selling of Tender form from – 05.11.2020 to 19.11.2020 up to 4.00 PM.(On all working days)
2. Last date of receiving of tender – 19.11.2020 up to 04.00 PM.
3. Opening of Tender forms – 20 .11.2020 at 03.00PM.

Price: ₹.200.00

(Those who download the tender document from Website should add ₹.200.00 with EMD towards cost of tender form)

Phone No. Fax No. जवाहरनवोदय विद्यालय (मानव संसाधनविकासमंत्रालय का एक स्वायत्त संस्थान) स्कूलशिक्षा एवंसाक्षरताविभाग, भारतसरकार मल्हार,जिलाबिलासपुर (छ.ग.)495551		E-Mail : jnvbilaspurcg@gmail.com web site : jnvbilaspurcg.com JAWAHAR NAVODAYA VIDYALAYA (An Autonomous organization under Ministry of HRD) Department of School Education and Literacy, Govt. of India Malhar,Dist. Bilaspur (C.G.) 495551
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No.F. 49(1)/JNVBSP/2020-21/

Dated: 02.11.2020

TENDER NOTICE

FOR

SUPPLY OF UN SKILLED WORKERS ON DAILY WAGE BASIS

JawaharNavodayaVidyalayaMalhar, District-Bilaspur (C.G.) invites sealed tenders under two-bid system from reputed and experienced agencies for **SUPPLY OF UN SKILLED WORKERS ON DAILY WAGE BASIS.** The interested agencies are required to submit the technical and financial bids separately. The bids are in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “**Tender forSUPPLYOF UNSKILLED WORKERS ON DAILY WAGE BASIS**” and shouldreach to office of the undersigned by04.00 p.m. on or before **19.11.2020.**

The tender document which contains eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from the vidyalaya website <https://www.navodaya.gov.in/nvs/nvs-school/BILASPUR/en/home> or can be obtained from the Office of the Vidyalaya on any working day between 0900 and 1600 hrsup to 19-11-2020on payment of ₹ 200.00 (Rupees two hundred only). Those who download the tender document from the website should add an additional amount of ₹ 200.00 with their EMD in the Cover-I “Technical Bid”. **The bid security (EMD) of ₹ 20,000.00 (Rupees Twenty Thousand Only) should be paid by Demand Draft drawn in favour of Principal, JawaharNavodayaVidyalayaMalhar, Bilaspur (C.G.) payable at any nationalized bank atMalhar, Bilaspur[CG]**

The accepted tender shall remain valid for one year from the date of its acceptance. Thisnotice is a part of the Tender Document.

**PRINCIPAL
JNV Bilaspur (C.G.)**

**TENDER FOR SUPPLY OF UNSKILLED WORKERS
ON DAILY WAGE BASIS TO
JAWAHAR NAVODAYA VIDYALAYA, MALHAR
DISTRICT- BILASPUR (C.G.) -495551**

ENVELOPE-1 : TECHNICAL BID

(To be attached in separate sealed cover,
superscribed as 'Technical Bid')

Name of the work: Tender for **SUPPLY OF UNSKILLED WORKERS ON DAILY
WAGE BASIS**

to JawaharNavodayaVidyalayaMalhar, District-Bilaspur (C.G.)

CONTENTS & ELIGIBILITY CRITERIA

1. The Bidder must be a Government approved/recognized/registered agency/firm/company for providing manpower services, in existence for a minimum period of two years (2) immediately preceding the date of this invitation to bid. A copy of the relevant certificates must be attached.
2. The Bidder must comply with all statutory requirements/labour laws/Welfare laws and must submit **self-attested copies** of the following documents along with the tender:
 - a) EPF Registration with EPF code number.
 - b) ESI Registration
 - c) Valid License issued by the competent authority
 - d) PAN card
 - e) Details of prior works of similar nature carried out in Central/State Govt.bodies/PSUs/Autonomous bodies/industries/factories/or other similar organizations in the past two (3) years as on 31/03/2020.

3. The bidder shall submit the documents listed in Paragraph 2, along with a filled in Technical bid proforma annexed hereto and marked as **Annexure I**.

4. Terms and Conditions of the tender annexed hereto and marked as Annexure-II, must be duly signed by the Bidder on each page, and enclosed along with the technical bid. Any addition/deletion of terms and conditions as per Annexure-II will not be permissible.

5. The Bidder shall pay a Bid Security (EMD) of Rs.20,000.00 (Rupees Twenty Thousand Only) along with the technical bid by way of Demand Draft in favour of **Principal, Jawahar Navodaya Vidyalaya, Malhar, Bilaspur (C.G.)**, drawn on any commercial bank and payable at Bilaspur. **Bids received without EMD shall stand rejected and will not be considered for evaluation at any stage.** The bid security without interest shall be returned to unsuccessful bidders after finalization of bids.

5. An agreement shall be entered into by the Principal, JNV, Bilaspur with the successful bidder as per the format enclosed as Annexure V, on non-judicial stamp paper of Rs.200.

PRINCIPAL
JNV Bilaspur(C.G.)

ANNEXURE -I

ENVELOPE- 1: TECHNICAL BID

- 1 For providing of Casual labours Unskilled manpower in JawaharNavodayaVidyalayaMalhar, District-Bilaspur (C.G.).
- 2 Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
- 3 Name of the Proprietor /Director of Company/Firm/Agency:
Full address of the Registered Office _____

Telephone Number: _____ WhatsApp/Mobile No. _____
E-Mail Address _____
- 4 Full address of Branch offices _____

Telephone Number: _____ WhatsApp/Mobile No _____
E-Mail Address _____
- 5 Registration with Government for providing Manpower Service: Regn No. _____(Attach copy)
- 6 PAN No. _____(Attach attested copy)
- 7 GST Registration No. _____ (Attach attested copy)
- 8 E.P.F. registration Number _____(Attach attested copy)
- 9 E.S.I. Registration Number _____(Attach attested copy)
- 10 Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (in Lakhs)	Remarks if any
2017-18		
2018-19		
2019-20		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Type of manpower supplied	Contract Value (in Lakhs)	Duration of Contract	
				From	To

(If the space provided is insufficient, a separate sheet may be attached)

- 6 Additional information, if any (Attach separate sheet, if required)

Signature of the authorized person

Name: _____ Seal:

Date:

Place:

**JAWAHAR NAVODAYA VIDYALAYA MALHAR, DISTRICT-BILASPUR (C.G.)
INVITATION TO BID**

TERMS AND CONDITIONS

1. General:

(a) The Principal, JawaharNavodayaVidyalayaMalhar District-Bilaspur (C.G.) hereby invites sealed tenders under two bid systems from eligible registered agency/company/ firm, hereinafter referred to as '**Bidder**' to provide outsourcing Services of UNISKILLED workers on daily wage basis at JawaharNavodayaVidyalayaMalhar District-Bilaspur (C.G.) hereinafter referred to as '**JNVBilaspur**'.

(b) JNV Bilaspur reserves the right to issue the tender enquiry only to bidders that fulfill the eligibility criteria and to accept or reject any bid in full or a part of it and cancel the bidding process at any point of time without thereby incurring any liability to the affected bid or bidders.

(c) Bidders are advised to study the terms and conditions of this tender document carefully before quoting their rates in financial bid.

2. Scope of Work and Number of personnel:

The scope of work, qualification as well as requisite number of personnel is specified in

3. Eligibility criteria for Bidder:

The Bidder must comply with the eligibility criteria and submit all requisite documents mentioned in the Technical Bid. Failure to furnish the same shall result in non-consideration of the tender. The bidder shall bear all costs associated with the preparation of submission of its bids and JNV Bilaspur shall be in no case be responsible or liable for those costs, regardless of the conduct/ outcome of the bidding process.

4. Bid Security(EMD) and Performance security.

- a) Bidders are required to furnish Bid Security (EMD) along with the Tender offer, as specified in the Technical bid. Tenders received without the Bid security(EMD) will be summarily rejected. The EMD of unsuccessful Bidders shall be refunded after finalization of bid.
- b) A Performance Security of 3% of Annual contract value, in consonance with paragraph 5, valid for a period of 60 days beyond the date of completion of all contractual obligations must be furnished. The successful contractor shall furnish the performance security in the form of either an account payee/demand draft in favour of the Principal, JNV, Bilaspur payable at Bilaspur. The proceeds of the performance security shall be payable to JNV Bilaspur as compensation for any

loss/penalties/liquidated damage resulting from the successful bidder's failure to honour its obligations under the agreement entered with JNV Bilaspur.

- c) The performance security shall be returned to the bidder on successful completion of its services/on expiry of contract period. The EMD of the successful bidder shall be refunded after signing an agreement with JNV Bilaspur, based on the terms and conditions stipulated herein, and on receipt of the Performance Security. No interest is payable on the Bid security Amount. If the successful bidder fails to furnish the Performance Security, the whole earnest Money Deposit(EMD) shall be forfeited without any reference to successful bidder.
- d) The EMD is liable for forfeiture in the event of :
 - a) Withdrawal of offer during the validity period of offer
 - b) Non acceptance of orders for service when placed
 - c) Non confirmation of acceptance of orders of service within the stipulated time after placement of offer
 - d) Any unilateral revision made by the bidder during the validity period of offer.

5. Terms and Termination.

- a) The successful bidder shall enter into a separate agreement for supply of suitable and qualified manpower as per the requirement of this tender with JNV Bilaspur, and shall, from the effective date of the agreement, abide by and be governed by the terms and conditions set forth herein. The agreement must be on a INR 200/- Non-Judicial stamp paper, purchased in the name of the successful bidder, for execution of the agreement. The term of the agreement shall initially be for a period of one (1) year, further extendable by a maximum period of two years, subject to mutual consent. All the pages of the terms and conditions must be duly signed by the bidder as a token of acceptance. Draft agreement enclosed at Annexure V.
- b) If any one or more of the following events occur, then such Agreement may be terminated in its entirety as set forth herein:
 - a) On expiry of the contract period.
 - b) A notice of 30 days at any time during the currency of services in case the services rendered by the successful bidder are not found satisfactory.
 - c) For committing breach of any of the instructions/terms & conditions of the tender by the successful bidder.
 - d) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the successful bidder to any third person or subletting the whole or a part of the contract to any third person.
 - e) On the successful bidder being declared insolvent by the competent court of Law.

6. **Tendering process.**

- a) The Tender Form can be obtained from the given address between **09:00Hrs.** to **16:00 Hrs.** on all working days at the office of JNV Malhar, District-Bilaspur from **05.11.2020 to 19.11.2020** on payment of non-refundable fee of **Rs.200/-** either by cash or by demand draft drawn in favour of Principal, JNV Malhar, Bilaspur
- b) The sealed tenders complete in all respect should be submitted in the tender box kept at the office of JNV Malhar, Bilaspur or handed over to the authorized official by **04:00 P.M.** on **19.11.2020**. The bid will be opened on **20.11.2020 at 03.00 P.M.** in the chamber of the **Principal JNV Malhar, Bilaspur.**
- c) The tenders must be submitted in two sealed covers. The first sealed cover must be super scribed “**Technical Bid**” and must consist of the documents specified in the Technical bid.
- d) The second sealed envelope super scribed “**Financial Bid**” must only contain rates which are to be quoted per person, on a monthly basis in the format given as per **Annexure-IV**. The rates must be indicated both in words and figures. In case of discrepancy between the figures and word, the rates quoted in words alone will be taken into account. No further clarification in this regard shall be sought from the bidder.
- e) Both the sealed covers must be placed in the main sealed envelope super scribed “**Tender for Outsourcing the services of Manpower**”. This final sealed envelope must be deposited in the tender box placed at the office of JNV Malhar or handed over to the authorized official latest by **04.00 P.M.** on **19.11.2020** and the same shall be **opened on 20.11.2020 at 03.00 P.M.** in the presence of the bidders or their authorized representatives. In the event of office being closed for unavoidable circumstances on the last date of receipt or opening of bid as specified, the bid will be opened on the next working day at the same time and venue.

7. **Guidelines To Bidders:**

- i. Each page of the tender document must be signed by the bidder. The sealed cover containing Tender must be superscribed “**Tender for Outsourcing the services of Man Power**”. Covers not so superscribed are liable to be ignored.
- ii. The bidders may inspect the premises of JNV, Malhar prior to bidding for assessment of stipulated work.

- iii. The bidders are liable to ensure that their tenders reach the office of JNV,Malhar within the due date and time specified in paragraph 6(e). In the event such tender is delayed in post or misdirected due to incomplete or incorrect superscription or address or any other reason, JNV, Malhar shall not be liable for non-consideration of the same. The Chairman PAC shall not be responsible for any postal delay or non-receipt of tender by due date and time due to any reason whatsoever may be.
- iv. The workers engaged by the bidders shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this JNV,Malhar. If JNV,Malhar finds any person(s) employed by the bidder incompetent, the bidder shall ensure a replacement within **05** working days with a competent person(s) to the satisfaction of JNV,Malhar.
- v. The rates quoted as per paragraph 6(d) shall be on **monthly basis**. The rates offered shall be final for a period of 1 year, as the case may be, and shall remain in force until 3 months after the expiry of the contract period. Any offer falling short of the validity period is liable for rejection. Any statutory change in the rates must be complied with by the bidder during the contract period. The bidders must quote the rates to JNV,Malhar accordingly.
- vi. Statutory charges such as EPF & ESI and Service charges payable by JNV,Malhar above minimum wages or basic wages must be indicated while submitting the financial bid as per **Annexure -IV.JNV being an educational institution not liable to pay GST as per the serial no. 66 chapter/ Section /Heading 9992 of Government of India Ministry of Finance (Department of Revenue), New Delhi, Notification No. 12/2017-Central Tax (Rate) Dated 28.06.2017**
- vii. The bidder so engaged shall entirely be responsible to deposit EPF & ESI (both employer & employee share), Service Tax etc. with the respective departments in respect of the outsourced services of Man Power employed by them for every month. A copy of the receipt bearing individual employee enrollment number and name for above deduction on this account shall be submitted to this office's accounts branch with the bill of succeeding month. JNV,Malhar will not be responsible for any liability on this account whatsoever.
- viii. The rates offered must be final and should be inclusive of all payments as applicable viz. EPF Employer's Contribution Fund, Employers Contribution on ESI etc. Rates for all the categories of manpower/services must be unit consolidated rate on per man /month basis i.e. including all weekly offs for the month. JNV,Malhar **shall consider**

only the total amount i.e Grand Total of unit consolidated Rate(Per worker/month) in Rupees for the purpose of acceptance of tender.

- ix. The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the tender documents may result in rejection of tender offer. The bidder must duly authenticate any errors or corrections in the tender. No white fluid/Eraser are allowed on financial bid.
- x. The family members or close relatives of a current employee of JNV, Malhar shall not be offered the service.
- xi. A latest police verification report in respect of the workers deployed must be submitted by the bidder to JNV, Malhar for information/record.
- xii. The successful bidder shall ensure regular health check-up of the workers in compliance of provisions of Labour Act or any and all other applicable laws in force.
- xiii. The successful bidder shall not sublet, transfer or assign the contract or any part thereof to any other party.
- xiv. If the services provided by the successful bidder are not found to be at par with the prescribed standards wholly or in part or in case of breach of any contractual obligations listed in the agreement between the successful bidder and JNV, Malhar, Chairman, PAC /Principal of JNV Malhar reserves the right to avail services from other sources at the risk and cost of the successful bidder.
- xv. In case of non-providing/providing of less number of workers, JNV, Malhar reserves the right to levy penalty as may be decided by the Principal of JNV, Malhar. On receiving continuous inferior quality of services, JNV, Malhar reserves the right to terminate the agreement entered into with the successful bidder. In the event such penalty is imposed over 5 times, the successful bidder is liable to be considered for cancellation of contract, forfeiture of security and blacklisting of the firm/agency/company up to a period of 3 years, for further tenders.
- xvi. The successful bidder shall submit the consolidated wage bill consisting of basic wages, statutory liabilities and service charges for the categories of outsourcing services deployed for duty in the premises of JNV, Malhar supported with the following documents:
 - a. Attendance report duly signed by the competent authority of JNV, Malhar.
 - b. Documents in support of deposit of EPF/ESI of the previous month by 3rd day of the following month, clearly specifying the relevant entries against the names of workers in respect of whom statutory liabilities have been deposited.

- xvii. The successful bidder shall further prepare the required accounts in consultation with the Accounts branch concerned for the issue of annual statements of EPF etc. to the contract staff in time. The successful bidder shall also be solely responsible for any lapse/delay in submission of any return to the concerned authority of the labour Department/EPF/ESI in respect of the workers deployed.
- xviii. On the expiry of the contract between the successful bidder and JNV,Malhar, the personnel deployed by the successful bidder shall be relieved automatically. However, the successful bidder must clear their accounts by paying them all their legal dues as required under the Law in force. The successful bidder shall be liable for any dispute on account of the termination of employment/ non-payment of dues of the workers.
- xix. Any notice required or permitted to be given pursuant to the agreement between the successful bidder and JNV,Malhar shall be sent through speed post/email and addressed to Principal, JNV, Malhar District-Bilaspur (C.G.) through their proprietor or partner.
- xx. That if any amount is found payable by the bidders towards any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- xxi. The Bidder will provide the required personnel for a shorter period, as per the requirement of JNV,Malhar in the event of any exigencies.
- xxii. The Bidders shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- xxiii. The Bidders shall be reachable over call at all times and messages sent by phone/e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt of the same.
- xxiv. The Bidder on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If the office of JNV,Malhar and its premises suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully

indemnified against any such loss or damage. Any accident/casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the agency. The bidder must provide Photo Identity Cards and Uniforms to the workers deployed. These cards are to be constantly displayed & loss of the same must be reported immediately.

- xxv. The Bidder shall ensure proper conduct of his personnel in the premises of JNV, Malhar and enforce prohibition of consumption of alcohol/alcoholic drinks/pan/smoking/chewing tobacco and loitering without work. Owing to the purely residential nature of the JNV, and the safety and security of the students of the school, the bidder shall ensure that the workers refrain from any and all communication with the students. The workers shall not buy/sell/transfer any items to the students of JNV, either voluntarily or otherwise. In the event such an action comes to light, JNV, Malhar reserves all rights to terminate the worker in question without cause and the bidder must ensure an immediate replacement of such worker.
- xxvi. The bidder, on demand shall furnish a certificate that the deployed workers are trained and none of the workers deployed were discharged from service on ground of criminal charges/theft/unreliability. The bidder shall ensure decent behavior of workers deployed and shall be fully responsible for their misconduct/indecent behavior. Such personnel, whose misconduct is reported, must be immediately replaced.
- xxvii. During the notice period for termination of contract as specified in paragraph 5, the successful bidder shall keep on discharging his duties as before till the expiry or the notice period. It shall be the duty of the successful bidder to remove all the persons deployed by him on termination of the agreement (on any ground whatsoever) and to ensure that no worker creates any disruption/hindrance/problem of any nature in the premises of JNV, Malhar.
- xxviii. JNV, Malhar reserves all rights to amend the terms and conditions set forth herein from time to time as it deems fit and the successful bidder shall comply with the same.

8. **Remuneration.**

- a) Payment to the successful bidder for the manpower deployed will be made on monthly basis by the office of JNV, Malhar after deduction of TDS at the rates in force as per applicable laws in force.
- b) Payment to the workers deployed shall solely be the responsibility of the successful bidder. Such payment must only be made by RTGS to the bank account of the individual before 7th day of each month and payment details of the same shall be submitted to the office of JNV, Bilaspur. On receipt of such payment details, JNV, Malhar shall release payment to the successful bidder within 3 working days.

- c) The successful bidder shall not press a claim for any pecuniary compensation in case the payment for any particular month is delayed as a result of Administrative & Financial reasons.
- d) The successful bidder shall be solely responsible for compliance with all statutory law/rules/regulations of Chhattisgarh Govt./Govt of India including but not limited to those concerning PF,ESI, Labour Law, Minimum wages etc. JNV, Malhar shall not be liable for any contravention/non compliance on the part of the bidder. Any contravention/ non compliance on the part of the bidder would be construed as sufficient ground for termination of the agreement between JNV,Malhar and the successful bidder at the discretion of JNV,Malhar. Notwithstanding, in the event of JNV being imposed with any penalty/fine etc. by any agency/authority due to non-compliance/contravention on the part of the bidder to any statutory laws/ rule/regulation etc. the JNV, Malhar reserves the right to recover such fine/penalty etc. from the bidder by way of recovery from the bills raised by the successful bidder or by any other means.
- e) It is clearly understood that the workers deployed by the successful bidder shall be the employees of the bidder for all intents and purposes. JNV,Malhar shall have no relationship of employer and employee or master and servant with the workers so deployed except that they have to carry out the orders of the authorized/controlling officers of JNV Malhar.
- f) During the vacation period of JNV,Malhar during Autumn break (..... To) and in summer vacation, from 1.4.2021 to 30.6.2021, the workers deployed in mess services shall not be engaged. However, the workers deployed for watch & ward duties/garden duties/office duties/ will be engaged. The successful bidder shall deploy full strength of personnel at all times and shall maintain a list of the reserve to provide the replacement, as the case may be.

10. Indemnification.

The successful bidder must defend, indemnify and hold JNV,Malhar and its Affiliates and their respective officers, directors, employees, agents and representatives, harmless from and against any Losses arising out of:

- i. claim, action, cause of action or demand instituted by the workers in this respect
- ii. Third-party claim, action, cause of action or demand resulting from the action of the workers deployed.
- iii. In case any action is taken against JNV,Malhar by the competent authority on account of contravention of any of provisions of any Act of rules made there under, regulations or notifications including amendments by the successful bidder or its workers. If JNV,Malhar is caused to pay/ reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notification/bye laws/Acts/Rules/Regulations including amendments, if any, on the part of the successful bidder.

11. Governing Law and Dispute resolution

1. In the event of any dispute or difference arising out of/ concerning this tender whatsoever(except as to matters the decision of which is specifically provided in the terms specified herein), the same shall be first mediated by the Principal, JNV,Malhar,Bilaspur. If the dispute persists and remain unresolved, it will be referred to will be referred to the Arbitrator appointed by the Chairman,Vidyalaya Management Committee whose decision will be final and binding on the parties.

2. The Agreement entered into by the successful bidder shall be governed by and is to be construed in accordance with the laws of India. The appropriate Court in Bilaspur[C.G.] shall have the exclusive jurisdiction to entertain and try any suit or matter in dispute between them relating to the agreement.

12. Miscellaneous:

- a) During the term of agreement, the successful bidder shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour Law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b) The workers deployed by the successful bidder must be punctual and disciplined and must abide by the instruction of the competent authority/designated officers of JNV,Malhar appointed in respect of effective functioning of services the workers were deployed for.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encl: 1. DD/Pay Order No.....

- 2. Terms & conditions (each page must be signed and stamped with the seal)
- 3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

(Annexure III)

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF UN-SKILLED WORKERS

A. SCOPE OF WORK: SUPPLY OF UN-SKILLED WORKERS ON DAILY WAGE BASIS
to Jawahar Navodaya Vidyalaya Malhar, District-Bilaspur (C.G.),

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of two years with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving one-month notice in writing by either party of the agreement.
2. The agency shall be responsible for any queries from the Labour department on issues related to EPF/ESI etc.
3. The agency will ensure individual Bank accounts of workers in their respective names and all payments are to be made through e-transfer only as per the minimum wages notification issued by Government from time to time. The agency has to maintain EPF account of his personnel deployed under the contract.
4. The agency has to submit the challan and documentary evidence in support of proof of deposit of EPF/ESI amounts, both employee's and employer's share, in respect of individual workers engaged for the JNV and shall entertain queries in this regard from workers. Any non-compliance by the agency with regard to the above provision may lead to termination of the contract and forfeiture of security deposit.
5. . Personal deployed shall not be below the age of 18 (eighteen) years and above the age of 45 (Forty Five) years.

6. The service provider shall ensure to provide ESI cards to all the outsourced employees under this contract to enable them to avail of the entitled medical facilities.
7. In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
8. The Contracting Agency shall render the following services to JNV:
 - a) **SUPPLY OF UN-SKILLED WORKERS ON CONTRACT BASIS TO JNV MALHAR, BILASPUR [C.G.].** The supplied manpower should be competent enough to execute the works assigned to them.
 - (b) The workers would be engaged for the following type of job: -
 1. **MATRON (FEMALE):** The matrons have to work under the supervision of House Mistress. They have to take care of the girls' students like a foster mother. 2. To stay with the girl wards in the hostel. (No separate accommodation will be provided at any cost) 3. To work closely with the house mothers for the safety and security of the girl wards. 4. To work closely with the staff nurse in taking care of the medical needs of the girl wards. 5. To be present in the mess, MP Hall, academic block to supervise the girl wards and attend to their personal needs. 6. To provide moral support and take care of the health and hygiene of the girl wards under their charge. 7. To see and personally supervise the cleanliness of the dormitories, kit lay out and other cleanliness related issues in and around the dormitories. 8.. As this is a residential set-up, matrons are supposed to be ready to work even at odd hours. 9. The Matron should act as a mother, guardian, friend and exhibit good moral and motherly qualities in her behavior and interaction with the students of this campus. Age between 18 to 45 years.
 2. **MESS WORKERS:** 1) Sweeping and dusting out in school complex. 2) Sweeping and cleaning in hostels and mess 3) providing and assisting in office for various works 4) Attending to the garden work and watering the plants 5) Removal of bushes as and when required and any other work assigned by the Principal and Office Superintendent. Age between 18 to 45 years.
 3. **Sweeper-cum-Chokidar (Male & Female):** 1) Cleaning of toilets of School, hostels, mess and any other assigned as per requirement. 2) Cleaning the bathing area and dusting out. 3) Removal of blockages in the drainages in the campus. 4) Cleaning the surroundings of the building and doing the duty of a guard as and when required. Age between 18 to 45 years.

4. **M R WORKERS&Contingency** : -. Maintaining the garden, watering the plants, planting, cutting bushes, cropping, the fencing plants, operation of the bore motors and distribution of water to the dormitories, quarters, administrative building, mess etc., Assistance to ECP in execution of water leakages, sewages, electrical fittings. Plumbing work, any work assigned by the Principal/VP/OS. Age between 18 to 45 years.

Approximate number of un-skilled workers required

Sl.No	Description	Approximate No. of requirement
1	<u>UN SKILLED WORKERS:-</u>	
a)	<u>Matron:-</u> Ladies to look after the girls students in the vidyalaya hostels – class 10 pass	02
b)	<u>Mess workers:-</u> Assisting the cook and mess helper in cooking the food, cleaning the kitchen, dining hall, utensils and surroundings etc Male and females having good health/physical condition.	As and when required
c)	<u>Sweper-cum-Chokidar-</u> Male and Female for sweeping and cleaning the vidyalaya hostels, school buildings, toilets and surroundings of the buildings and doing the duty of a guard as and when required.	02
d)	<u>Maintenance and Repair workers and Contingency worker-</u> Maintaining the garden, watering the plants, planting, cutting bushes, cropping, the fencing plants, assistance to electrician in execution of water leakages, sewages, and electrical fittings. Plumbing work etc.	As and when required

ENVELOPE- 2:ANNEXURE:IV**FINANCIAL BID**

Name of work: - Contract for supply of Daily wage workers in JawaharNavodayaVidyalaya, Udiyakala, District-Bilaspur (C.G.)

Sl.No	Manpower Description	wages per person per month as per notification of State/ Central Govt. whichever is higher	PERCENTAGE OF			Total wages per person per month	Remarks
			EPF	ESI	Contractor's Service Charge		
01		02	03	04	05	06 (2 + 3 + 4 + 5)	07
1.	Matron						
2.	Sweeper -cum- Chowkidar						
3.	Mess worker						
4.	M&R Worker						
5.	Contingency Worker						

Note:

1. The Minimum wages (Per day/ Per month) fixed by the State / Central Government whichever is higher, will be applicable to employees engaged by the agency.
2. Rates are inclusive of all statutory payments and service charges.
3. The rates are subject to be revised as and when there will be increase in Minimum wages or any statutory as per State / CentralGovernment notification.
4. The agency would deduct the employees contribution towards EPF and ESI as applicable and deposit the same alongwith the employers contribution
5. In case of discrepancy between unit price and total price, the unit price shall prevail.

Dated:

Signature of the authorized person

Place:

Name: _____

Seal:

CHECK LIST FOR THE TENDER FOR THE YEAR 2020-21

SL.NO	PARTICULARS	REMARKS
1	Name of the Proprietor/Outsourcing Agency	
2	Name of the firm	
3	Full Address of the firm with PIN Code.	<div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px dashed black; height: 15px; margin-bottom: 5px;"></div> <div style="display: flex; border: 1px solid black; margin-top: 5px;"> <div style="padding: 2px 5px;">P</div> <div style="padding: 2px 5px;">I</div> <div style="padding: 2px 5px;">N</div> <div style="padding: 2px 5px;"></div> <div style="padding: 2px 5px;"></div> <div style="padding: 2px 5px;"></div> <div style="padding: 2px 5px;"></div> <div style="padding: 2px 5px;"></div> <div style="padding: 2px 5px;"></div> </div>
4	Contact No. with STD Code and Mobile No. E mail ID NO.	Tele No. _____ Mob No. _____ E MAIL ID _____
5	Firm Registration Certificate No. and Valid Up to with No. (Enclose copy)	Reg. No. _____ Valid up to : _____
6	Income Tax/ PAN No (Enclose copy)	PAN No. _____
7	EPF Registration	EPF NO.
8	ESI Registration	ESI No.
9	Firm Bank A/c No. (Enclose Pass Book Copy)	YES / NO
10	Tender Form Terms and Condition (Signed copy should be enclosed)	YES / NO
11	Technical bid & Financial bid (Filled in all respect & Signed with Firm Rubber Stamp should be enclosed) (Please don't make any corrections/overwriting)	YES / NO
12	Experience in Tender (Copy of Supply order/Contract Agreement may be enclosed)	YES / NO

(To be made on ₹.200.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand twenty between Principal, JawaharNavodayaVidyalayaMalhar, District-Bilaspur (C.G.) as one part, hereinafter called '**JNV**' and M/s _____ hereinafter called '**Agency**' for providing Skilled/Un-skilled manpower on the other part.

WHEREAS the **JNV** is desirous to engage the **Agency** for providing Un-skilled manpower for JawaharNavodayaVidyalaya, Malhar,Bilaspur on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, ESI etc. relating to the person deployed in JNV. The JNV shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at JNV. The JNV shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one months' notice on either side.
5. In case of non-compliance with the contract, the JNV reserves its right to cancel/revoke the contract agreement and damage/loss if any happened may be recovered from the SD of the Agency
6. Security Deposit equal to 3% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of demand draft from a commercial bank payable at Bilaspur shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in JNV.
8. The Agency will have to follow all the statutory labour laws/welfare laws and local laws strictly and compliance of such local laws will be the obligation of the

contractor. All the relevant labour laws will be taken care of by the contractor and any penalty/claim/compensation directly, incidental or ancillary to engagement of labour will be borne by contractor only. If in any case the Principal employer (JNV) has to pay the penalty/claim/compensation the contractor will reimburse the same to JNV.

9. The personnel provided by the Agency will not claim to become the employees of JNV and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in JNV.
10. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages /tax revised by the Govt.
11. The agency also agrees to comply with Annexed Terms and Conditions and amendments thereto from time to time.
12. Decision of JNV in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Bilaspur in the presence of the witness:

JNVMalhar District- Bilaspur (C.G.), (SEAL)

AGENCY (SEAL)

Witness: 1.

2