

ARMY PUBLIC SCHOOL

NEHRU ROAD, LUCKNOW CANTONMENT

Phone No.: 0522-2482996, 9695266858

Email: apsnehruroadlucknow@gmail.com

TENDER NOTICE FOR OUTSOURCING MAINTENANCE & HOUSEKEEPING SERVICES

1. Army Public School, Nehru Road, Lucknow Cantonment invites sealed tenders from reputed and experienced contractors/ firms/ companies for Outsourcing maintenance & housekeeping services, details are as under:-

Ser	Details	Category	Requirement	Remarks
(a)	Carpenter (Male)	Skilled	01	-
(b)	Plumber (Male)	Skilled	01	-
(c)	Gardener (Male)	Semi skilled	02	-
(d)	House Keeper (08 x Male and 08 x Female)	Unskilled	16	-
Total			20	

2. **Two bid system to be followed.** Interested contractors/ firms/ companies are required to submit two bids including Technical Bid and Commercial Bid separately. Both of the bids will be submitted in two separated sealed envelopes clearly stating on the envelope 'Technical' and 'commercial' Bid. Commercial bid of only those bidders who qualify in technical bid will be opened by the board of officers in presence of representative of the contractors/ firms/ companies Date & time of opening of bids will be intimated telephonically/Email.
3. Tender form alongwith other details related to above works can be obtained from school office on payment of **Rs 100/-** each through Demand Draft made in favour of "Principal Army Public School, Nehru Road" payable at Lucknow Cantt on any working day between 10:00 AM to 12:00 PM from **24 Dec 2024 to 06 Jan 2025**.
4. Last date for submission of tender form in tender box which is placed at Army Public School, Nehru Road, Lucknow Cantt Gate No. 1 **06 Jan 2025** till 1300 hrs.
5. Intimation regarding opening of tender documents will be sent through telephone/mail. For further queries please contact on 0522-2482996, 9695266858.
6. School authority reserves the right to accept or reject any tender.

Principal



Tele No: 0522-2482996
Mob No: 9695266858
E-mail apsnehruroadlucknow@gmail.com,
Website : www.apsnrlucknow.org

Army Public School
Nehru Road
Lucknow Cantt

5614/APS

24 Dec 2024

**TENDER FORM FOR PROVIDING MAINTENANCE AND HOUSEKEEPING SERVICES IN
ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW CANTT (UTTAR PRADESH)**

1. You are invited by the Management of Army Public School, Nehru Road, Lucknow Cantt to submit tender for the above mentioned Work.
2. Your tender form duly completed should be put in the tender box which is placed at placed at Army Public School, Nehru Road, Lucknow Cantt Gate No. 1 by **06 Jan 2024 till 1300hrs** but should with all relevant documents sealed in an envelope duly quoted your rates. Incomplete and Conditional quotes shall be summarily rejected. Tender will be packed as per following details.
 - a) Envelope No 1 - Technical Bid for providing maintenance and House Keeping services
 - b) Envelope No 2 - Commercial Bid for providing maintenance and House Keeping services
 - c) Envelope No 3 - Large envelope. (Envelope No 1 & 2 to be kept in large envelope)
3. The Management of Army Public School, Nehru Road, Lucknow Cantt doesn't bind itself to accept the lowest or any tender and may cancel tendering process at any time.
4. All pages to be dully signed & stamped by the Vendor.

Yours faithfully,



(Mrs Nidhi Rathore)
Principal

24/12-24

TERMS AND CONDITIONS

1. The applicant's signature should appear on each page of the tender form. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the tender form shall be numbered and submitted as a sealed package with signed letter.
2. The service provider will have to provide the relevant information on the enclosed prescribed format along with supporting documents to consider the eligibility for awarding tender to the eligible service provider.
3. The selected service provider of Stage II i.e. Commercial Bid (Price Bid) are advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
4. Even though the service providers may satisfy the terms and conditions, they may be disqualified:-
 - (a) If they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this documents.
 - (b) If they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
 - (c) If confidential inquiry reveals facts contrary to the information provided by the applicant and reveals unsatisfactory performance.
5. The service provider may furnish any additional information, which he thinks is necessary in regard to his capabilities to establish that the service provider is capable in all respects to successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No subsequent information will be entertained after submission of tender form. Any information furnished by the service provider found to be incorrect either immediately or at a later stage, would render him liable to be debarred from tendering/taking up of work and his tender will be terminated with immediate effect.
6. The service provider appointed for the said service will have to execute a Contract with detailed terms and conditions according to the **enclosed draft**.
7. Submission of commercial bid by a service provider will imply that he has read the notice and all other contract documents and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors having a bearing on the execution of the service.
8. Successful Bidder shall remit security deposit of **@ 5 % of total work value** in the shape of bank guarantee/ bank draft which will remain valid for the entire period of contract. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement. No interest shall be payable by the School on the said amount.
9. The scope and nature of services being outsourced are given below:-
 - (a) **House Keeping** - Keeping School campus, buildings, roads inside the School campus, class rooms, offices, drains, toilets, dust bins cleaning including waste disposal.
 - (b) **Carpenter** - Repair, maintenance of furniture of the School including modification works.
 - (c) **Plumber** - Repair, maintenance of plumbing works of the School including modification works.
 - (d) **Gardener** - Maintenance such as cutting the grass, emptying bins, managing weed control and leaf raking etc.

11. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. The tenders in which any of the prescribed condition is not fulfilled by the service provider shall be summarily rejected. The decision of competent authority, in this regard, shall be final.

12. Canvassing in any form is strictly prohibited. The tender(s) submitted by the Service Provider(s), who resort to canvassing, will be liable to rejection.

13. The Competent Authority reserves the right of accepting the whole or any part of the tender shall be bound to perform the same on the rates quoted.

14. All Statutory requirements required under any Rules/Regulations/Statutes/ Act and EPF and Service Tax etc. Applicable from time to time are to be borne by the service provider. In case of violation of statutory provisions under laws by the service provider or his workers, there will no liability on the School. The service provider shall be held wholly responsible legally and he will be liable to be prosecuted as per the law of Land in the appropriate Court of Law. The School shall not be responsible partially or fully to any dispute in any way that may arise between the service provider and his workmen.

15. The EPF and ESI will be deposited directly by the Service Provider to the concerned departments. The receipt of the deposition is to be enclosed with the bill submitted for reimbursement failing which the payment of next bill will not be released/reimbursed. The receipt should clearly indicate name of the work and list of workers with their names, durations and other required information. In case, the service provider fails to submit the original receipt, the withheld amount will be submitted to the concerned authorities as per law.

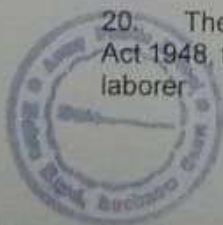
16. The School reserves right to cancel the service agreement or to withhold the payment in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the School further reserves the right to get the work done from alternate Service Providers and the tenderer will be liable to be debarred by the School for a period of five years and participating in such type of tender.

17. The School reserves right to terminate the service agreement by giving one month prior notice to the service provider regarding its intention to do so and on the expiry of the said period of notice, the service agreement shall come to end without prejudice to any right of remedy.

18. The service provider will have to produce the register of wages-cum-muster roll of the preceding month along with the bill for verification to the nominated officer/official of Army Public School, Nehru Road, Lucknow Cantt. **The service provider should ensure payment by Bank transfer and attach proof of payment in terms of letter to Bank and copy to Bank statement to include salary, PF and other payments.** The School will re-imburse the monthly wages bills submitted by the service provider after production of copies of challans for the deposition of the statutory requirements with the concerned departments. Further, it is also informed that the School will deduct Income Tax at source as applicable from the running and final bills for the service provider as per statutory provisions and mandatory norms applicable and amended from time to time.

19. The service provider on award of work/ service has to maintain all the relevant records, and documents as required by the School authorities, Labour Department, Regional PF Commissioner and other local bodies as per the existing rules or as amended from time to time. Such records as mentioned above shall be made available to the departmental officers on demand for inspection of the same to ascertain its authenticity. Service provider has to submit challans of previous month to the School in support of PF/ Service Tax etc. Deposited with the respective department for release of next bill. The service provider has to obtain labour license and ensure that EPF number has been allotted to the workers within 30 days of award of work as per EPF/ Labour Act.

20. The service provider shall fully abide by the extent provisions of Minimum Wages Act 1948, the Contract Labour (R&A) Act, 1970 and other labour laws applicable to contract laborer.



21. Replacement only after permission from APS, Nehru Road, Lucknow and due clearance from School of any person(s) so engaged by the Service Provider should be intimated to the school authorities of Army Public School, Nehru Road, Lucknow Cantt with reasons of replacement.

22. The service provider shall provide at his own cost necessary insurance cover in respect of workers and other personnel to be deployed or engaged by him in connection with the service.

23. Every worker/supervisor appointed by the Service provider shall wear the prescribed uniform and badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost. The persons employed should be physically fit & not over 40 years of age.

24. The service provider shall be responsible for submitting an affidavit for verification of character and antecedents of the workers employed by him at the time of commencement of contract alongwith the list of workmen with their designation. The employees shall thereafter be issued entry pass by the School. (Police verification to be done).

25. In case the conduct of any workers employed by the service provider is found to be against the rules of the School, by the management of the School, the service provider shall replace the said employee. No worker employed by the service provider shall be allowed to smoke inside the campus or consume alcohol/drugs/ tobacco products.

26. The School shall not be responsible for providing accommodation to any worker employed by the service provider.

27. Supervision of work done by service provider will be responsibility of service provider.

28. In case of any dispute, the matter will be referred to the Management Committee of the School, whose decision will be final and binding.

29. The said contract shall be awarded for a period for 12 months only to the successful tenderer. It shall be the responsibility of the tenderer to show satisfactory progress on the works every month failing which School has the right to terminate the said contract without assigning any reason and the work shall be awarded to any other agency/agencies.

30. Rates shall be written in figures as well as in words in the tender. In case of variation of rates written in words and in figures the lower of two rates shall only be considered.

31. In case of firms where there is more than one partner, tender must be signed by each partner or by the person holding the legal power of attorney on behalf of other partners of the firm. In the latter case, a copy of the power of attorney attested by the Gazetted Officer must accompany the tender.

32. The tenderer must mention their correct and complete address in tender and arrange for the delivery of all letters. If any letter sent through registered post is received back undelivered, it will be the tenderers sole responsibility and he shall be bound to take action as required in the contents of such letters and it shall be deemed to be served.

33. The tenderer will ensure that :-

(a) Weekly off will be given to the employees in a rotational manner so that work of the School does not suffer.

(b) Vacancies outsourced will be maintained 100%. In case, a particular employee does not turn up for duty, substitute will be arranged immediately. If contractor fails to provide suitable substitute, a penal deduction of 5% equivalent to salary of that particular employee will be deducted from the monthly bills payable to the Contractor.

(c) All employees will be provided with suitable liveries (restricted to number of vacancies) on yearly basis. The same needs to be approved by the School authorities.



(d) Contractor will ensure that employees are doing duties in proper manner. Any breach in discipline or conduct may lead to penalty on the vendor or removal of the employee from the School.

34. The service provider will be selected through a two stages bid system. In Stage I, prospective service providers are expected to establish their credentials. In Stage II, commercial bid will be opened who qualified in technical bids. Only Technically qualified Service providers will be permitted to visit the School Campus and assess/ ascertain the nature and quantum of services expected to be provided.

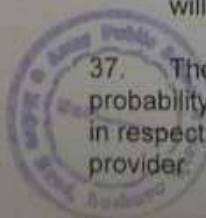
35. **Stage I (Technical Bid).** Service providers meeting the following criteria are requested to submit proof/documents in support of their claim :-

- (a) Company must have been registered at least 2 years back.
- (b) Company must have valid two years old PF Registration, ESI and Labour License.
- (c) Company must have evidence of depositing ESI & PF of atleast 50 persons (Photo copy of one challan memo be attached).
- (d) Company must have atleast 02 years experience of providing maintenance and housekeeping services to similar institutions. Proof of previous experience, in the form of MoU, Contract or agreement entered with Govt/Semi Govt/Private establishments alongwith satisfactory reports from concerned organizations be submitted.
- (e) Service Providing Agency must have PAN card.
- (f) Service Providing Agency must not be in black list of any agency/organization.
- (g) C.A. Audit Report for last 02 years must be attached.

36. **Stage II (Commercial Bid).** Commercial bids will be opened of only those who qualified in Technical bids. Commercial tender form, terms and conditions and draft contract are attached. Commercial Tender form will be submitted duly filled alongwith all sheets of terms and conditions and draft contract duly signed to indicate compliance/ acceptance of terms & conditions. EMD of Rs 50,000/- (Rupees Fifty Thousand only), through DD drawn in favour of Principal Army Public School, Nehru Road, Lucknow will be submitted alongwith Commercial Bid. Vendors are required only to quote their service charges in the tender form. The following terms and conditions must be adhered by the vendors prior to quoting their rates in Commercial Bids –

- (a) Rate per worker per day to be quoted by the bidder, with other statutory requirement such as EPF, ESI, GST etc calculated as per Government orders to arrive at bid amount. Quotes lower than specified minimum wages by Government orders will be rejected. The rates quoted will be binding on the contractor throughout the contract duration and hence must cater for any minimum wages revision(s) by Govt during the contract's currency.
- (b) Service Charge should be mentioned clearly in commercial bids in figures as well as in words
- (c) Grand total of the lowest bid in terms of Wages structure enclosed alongwith Commercial Bid will be considered as final quote for identification of L1 bidder.
- (d) In case of tie in the grand total of commercial bid between bidders, draw of lots will be resorted for identification of bidder for award of contract

37. The service provider shall arrange for 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.



38. The service provider will provide the required personal for a shorter period also in case of any exigencies as per the requirement of the school.
39. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the School to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the School in fulfillment of the contract from time to time.
40. In case, the Service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the School is put to any loss/obligation, monetary or otherwise, the School will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider, to the extent of the loss or obligation in monetary terms.
41. The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in the School under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the service provider to the School.
42. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, and administrative/organizational matters as all are confidential /secret in nature.
43. The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of the School Management.
44. If either party approach before the Competent Court of Law for any reason, the Lucknow Courts have jurisdiction to try and decide the matter.



CONTRACT FOR OUTSOURCING OF HOUSE KEEPING/FACILITY SERVICES

This Agreement for Facility Services is made on the _____

BETWEEN

Army Public School, Nehru Road, Lucknow (hereinafter referred to as Army Public School which term unless repugnant, shall mean and include its successor and permitted assigns) through Principal, Army Public School, Nehru Road, Lucknow duly authorized to execute and sign this agreement of the FIRST PARTY.

AND

M/s. _____, a Company incorporated under the Companies Act, 1956, India and having its registered office & corporate office at _____ of the SECOND PARTY, AND collectively referred to as "Parties" WITNESSETH as under.

WHEREAS

1. ARMY PUBLIC SCHOOL, Nehru Road, Lucknow, is desirous of entrusting Facility Services including facility management and Housekeeping in the premises of the ARMY PUBLIC SCHOOL, Nehru Road, Lucknow as described in tender No dated
2. _____ has represented to ARMY PUBLIC SCHOOL, Nehru Road, Lucknow that it has requisite expertise in facility services such as in Housekeeping and allied fields to various establishments similar to that of the ARMY PUBLIC SCHOOL.
3. _____ has agreed to provide housekeeping personnel to clean and upkeep the campus/premises of the ARMY PUBLIC SCHOOL, Nehru Road, Lucknow as it possesses the necessary competence, required equipment, financial capabilities, expert and trained manpower essential to render such services and also has made itself fully acquainted with the nature, scope, volume and load of work in connection with the services to be provided and is willing to provide the required services to the ARMY PUBLIC SCHOOL, Nehru Road, Lucknow as described in tender No dated which is appended to this agreement. This Agreement is subject to the following terms and conditions:-

4. Terms of Agreement, Effective Date, Termination

- 4.1 This Agreement will commence on _____ and would be initially for 11 months from _____ to _____.
- 4.2 This agreement may be renewed further for 12 months, if found satisfactory by ARMY PUBLIC SCHOOL, Nehru Road, Lucknow, with suitable modifications on mutual discussions and consent. The decision as regards renewal of agreement taken by the Army Public School shall be final.
- 4.3 'FIRST PARTY' can terminate this Agreement by providing a notice of 30 days to the other Party in writing. 'SECOND PARTY' can terminate this agreement by giving three months notice in writing.
- 4.4 That one month prior to expiry of this agreement 'FIRST PARTY' shall, if so desires, request the 'SECOND PARTY' to renew the Agreement for a further period of 3 months/6 months/12 months based on the requirement, on same terms and conditions.
- 4.5 This agreement can be terminated by 'FIRST PARTY' by giving one month's notice on any of the following grounds :-



- (a) If there has been any breach of any of the terms and conditions laid down herein on by either party.
- (b) If there either party dies or become insolvent.
- (c) If the School closes down and moves out of present premises.
- (d) On being convicted by civil/criminal court for any criminal offence.
- (e) If the services provided by the contractor are not found satisfactory in the opinion of the Principal, APS Nehru Road, Lucknow Cantt.
- (f) If any of the staff members of the 'SECOND PARTY' found involved in any unlawful activity for the any incident behaviors towards students and staff. The pay for the month will be withheld in cases of such complaints.
- (g) If the 'SECOND PARTY' refuses to replace the staff member against whom complaint(s) has/have been made.
- (h) An act prejudicial to security and interest of the Army by any staff member of the 'SECOND PARTY'
- (j) Any other ground warranty termination of this agreement in the discretion of the 'FIRST PARTY'

5. **Charges and Payment Terms**

- 5.1 In consideration of the Facility Services to be provided by 'SECOND PARTY', The 'FIRST PARTY' hereby agrees to pay the Charges to 'SECOND PARTY' as per Annexure 1. However, the T.D.S and/ or any other deductions necessary to be made at source as per law shall be deducted upon each payment becoming due.
- 5.2 As per Section. 21(4) of Contract Labour Act "In case the contractor 'SECOND PARTY' fails to make payment of wages to the staff employed, within the prescribed period or makes short payment, then the principal employer 'FIRST PARTY' shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or from security deposit.
- 5.2(a) The 'SECOND PARTY' before submitting the bills to 'FIRST PARTY', should provide the bank statement of their employees deployed in the premises of 'FIRST PARTY' reflecting the salary amount credited in their respective bank account along with signatures of the employees. Payment to the 'SECOND PARTY' can only be done once the salary documentary proof is submitted by the 'SECOND PARTY'
- 5.3 'SECOND PARTY' shall immediately apply and obtain license as required under The Contract Labour (R&A) Act 1970 and shall comply with all terms and conditions thereof strictly and shall get the license renewed from time to time throughout the currency of this agreement The 'SECOND PARTY' shall also obtain all registration(s)/ permission(s)/ licenses etc. which are/may be required under any labour or other statues for providing the services under this agreement.
- 5.4 All employees will have Bank A/c and all payment will be made vide NEFT/Cheque to their respective A/C by 'SECOND PARTY' (irrespective of whether the bill of the preceding moths(s) has been cleared by 'FIRST PARTY').
- 5.5 The 'SECOND PARTY' will be responsible for the deduction/contribution of provident fund and other liability as per existing Uttar Pradesh Laws. The 'SECOND PARTY' at the submission of every month shall furnish staff statement employed for the housekeeping services along with a certificate stating that the provision of Minimum Wages Act and the Employees Provident Fund Act have been fully complied with by 'SECOND PARTY'. The 'SECOND PARTY' shall submit his monthly bill on 01st of following months which shall be paid by Party No. 1 by 10th of each month through NEFT/RTGS subject to completion of the following legal and mandatory requirements. The 'SECOND PARTY' will also deposit the following documents every month :-



- (a) Photocopy of wages sheet duly signed and stamped for preceding month for payment of wages to staff as per contract.
 - (b) Photocopy of Employee Provident Fund (EPF), Employee State Insurance (ESI) challan, Electronic Challan-cum-Return (ECR) Sheet, Employee State Insurance (ESI) contribution sheet and deposit receipt of EPF & ESI for the preceding month.
 - (c) Attendance sheet of the staff of each billing month in original duly signed and stamped by the 'SECOND PARTY' and verified by the School Adm Supervisor.
 - (d) Bill in original for the current month with covering letter indicating above details.
- 5.6 Bank statement showing transfer of funds to the employees. The charges to be paid by the 'FIRST PARTY' to the 'SECOND PARTY' for housekeeping services to be rendered including incidental or ancillary services shall be as per minimum wages for daily labour as per Uttar Pradesh Labour Act and include service charges (Certified as per Para 6.3)
- 5.7 'SECOND PARTY' will enter into agreement with 'FIRST PARTY' for providing House Keeping services and 'SECOND PARTY' should submit the following legal documents within 15 days of signing to the agreement with 'FIRST PARTY'
- (a) A photocopy of PAN Card duly signed and stamped.
 - (b) Photocopy of allotment of EPF code No by authorities duly signed and stamped.
 - (c) Photocopy of allotment of ESI code No by the ESI authorities duly signed and stamped.
 - (d) List of staff with EPF & ESI code No. employed by you in School as per Contract duly signed and stamped.

6. **Compliance to Statutory and Non-statutory obligations**

- 6.1 The 'SECOND PARTY' will be responsible for compliance of all statutory and non-statutory obligations, viz; obligations under Minimum Wages Act, Payment of Bonus Act, Payment of Gratuity Act, Employees Provident Fund, Employees State Insurance Act, Contract Labour Act, Workmen's Compensation Act, Industrial Disputes Act etc, including any industrial dispute, in respect of all employees deployed at ARMY PUBLIC SCHOOL, Nehru Road, Lucknow, through 'SECOND PARTY'. The 'SECOND PARTY' undertakes and assures that it shall be fully responsible for the due observation and implementation of all the statutory condition or requirements of Labour Laws as are applicable to its Workmen / Employees deployed at ARMY PUBLIC SCHOOL, Nehru Road, Lucknow.
- 6.2 The 'SECOND PARTY' shall furnish a due compliance certificate/undertaking by the _____ of every month in favor of the 'FIRST PARTY' certifying that the 'SECOND PARTY' is complying with all the statutory/non-statutory provisions. 'FIRST PARTY' shall also have a right to check/verify records maintained by the 'SECOND PARTY' in this respect.
- 6.3 The 'SECOND PARTY' shall maintain all registers and other records required under various labour enactments, which may be checked and verified by 'FIRST PARTY' and by the appropriate authority.

7. **Employment of Staff:**

- 7.1 The requirement of the workers is as follows which can be increased or decreased as per the requirement of the School. Manpower may increase or decrease depending on the quantum of work. Additional workers will be provided by second party as and when the requirement of projected by the School. Present requirement of the complex is as under:-
- (a) Unskilled (Housekeeping Staff)
 - (b) Semi Skilled (Gardner)
 - (c) Skilled (Carpenter, Mason and Plumber)
- 7.2 On no account the personnel, so appointed and recruited by the Second party will have any claim for appointment, continuous recruitment or regularization etc against the School.



- 7.3 The Second party shall ensure constant cleaning and other services all the times. In case the school finds that the cleanliness is not up to the required standards of any area, the School has the right to impose penalty up to Rs.500/- at a time. In case the School finds repeated instances of such dereliction of duty it will be issue a warning letter and after three such warnings, the first party shall have the right to revoke the contract and School shall have no liability towards the agency.

8. **Scope and Nature of Outsourced Services**

- 8.1 The Scope and Nature of services undertaken to be provided by 'SECOND PARTY' being outsourced are outlined in paragraphs below.
- 8.2 Keeping School campus, buildings, class rooms, offices clean including drains and toilets clean.
- 8.3 Repair, maintenance of plumbing infrastructure of school including modification work.
- 8.4 Repair, maintenance of building, walls brickwork etc.
- 8.5 Upkeep of garden and lawn.
- 8.6 Repair of School furniture, joineries (windows / doors etc) and carpentry jobs such as fabrication of boxes, teaching aids, lab furniture etc.
- 8.7 Miscellaneous services such as shifting of stores, preparation of play fields, messenger / peon services etc to be performed based on the requirement.
- 8.8 The "FIRST PARTY" reserve right to cancel the service agreement or to withhold the payment in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the School further reserves the right to get the work done from alternate Service Providers and the tenderer will be liable to be debarred by the School for a period of five years and participating in such type of tender.
- 8.9 The Second Party will ensure that the staff employed for the School has Police verification and copy of the same will be submitted to the School at the time of Signing the Contract. Second Party will issue the identity card/entry card to all the employees deployed in the 'First Party'.
- 8.10 The second party will depute only, those persons whose police verification has been done and EPF & ESI No. has been allotted.
- 8.11 Replacement of any person(s) so engaged by the Service Provider should be intimated within 24 hours to the school authorities of Army Public School, Nehru Road, Lucknow Cantt with reasons of replacement and their documentation as per Para 8.9 and 8.10 be submitted within 48 hours
- 8.12 Every worker/supervisor appointed by the 'SECOND PARTY' shall wear the prescribed uniform and badge bearing his name and designation, while on duty. The same shall be provided by the service provider at his own cost.
- 8.13 The staff deputed can also be detailed by 'SECOND PARTY' on any other duties which may not be directly concerned with cleaning services and further shall obey any other instructions issued from time to time by the 'FIRST PARTY'
- 8.14 The 'SECOND PARTY' will abide by all conditions laid down by the 'FIRST PARTY'.

9. **Obligations**

- 9.1 The 'SECOND PARTY' shall comply with such legal requirements as are advised by The 'FIRST PARTY'
- 9.2 The 'SECOND PARTY' shall use reasonable endeavors to ensure that its employees or agents shall, whilst on Site, minimize interference with and inconvenience to the school activities and to comply with the 'FIRST PARTY' procedures for health, safety and environmental compliance and all other rules and regulations of the 'FIRST PARTY'
- 9.3 The 'FIRST PARTY' may nominate any official of the School for checking the standard of any of the staff provided by the service provider.

10. **Indemnities**



10.1 Subject to limits defined in insurance in Clause 9.1, the 'SECOND PARTY' shall indemnify 'FIRST PARTY' for and against all costs, claims, damages, losses or expenses to the extent that the same arise out of the failure of 'SECOND PARTY' to comply with its obligations under this Agreement and the negligence or willful default of 'SECOND PARTY', its staff or agents.

11. **Insurance**

11.1 The 'SECOND PARTY' shall during the Term of the Agreement hold valid certificates of insurance including Professional Indemnity, Commercial General Liability and Workmen Compensation as are reasonably required in the normal course of business. In the insurance clause, it should be clarified that the 'FIRST PARTY' shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury / death to any workmen or other person in the employment of the 'SECOND PARTY'

12. **Assignment and Sub-Contracting**

12.1 This Agreement is not to be assigned or transferred by 'SECOND PARTY' without the prior written consent of the 'FIRST PARTY'. Such consents shall not be unreasonably withheld but will adhere to standardization of the services provided both in terms to safety and quality.

13. **Dispute Resolution.**

13.1 In case of any dispute regarding interpretation of the agreement between the School and the agency, the Chairman Managing Committee Army Public School, Nehru Road, Lucknow Cantt will be sole arbitrator and his decision will be binding on both the parties.

13.2 This Agreement contains the entire agreement between 'SECOND PARTY' and 'FIRST PARTY' with respect to the subject matter hereof, superseding any previous oral or written agreements. In the event of any inconsistency between this Agreement and any other contract between 'SECOND PARTY' and 'FIRST PARTY' the provisions of this Agreement shall prevail.

13.3 This Agreement and any of the schedules shall only be amended or modified by written agreement of both the parties.

13.4 This Agreement has been executed in the English language only, and the English language shall be controlling in all respects. No translation of this Agreement into any other language shall be of any force and effect in the interpretation of this Agreement or in a determination of the intent of either party.

13.5 'SECOND PARTY' has briefed on all above points and have agreed.

For 'FIRST PARTY'

For 'SECOND PARTY'

Signature : _____

Signature : _____

Name :

Name :

Title :

Title :

Witness No 1

Witness No 1

Witness No 2

Witness No 2



EXTENSION

OF _____
Services of _____ at Army Public School, Nehru Road,
Lucknow are extended till _____ without any change in Terms &
Conditions as per Agreement _____.

For 'FIRST PARTY'

For 'SECOND PARTY'

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Witness No 1 _____ Witness No 2 _____



TENDER FORM FOR PROVIDING MAINTENANCE AND HOUSEKEEPING SERVICES IN ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW CANTT (UTTAR PRADESH)

Affix duly self-attested Passport size photograph of tenderer

1. Name, Address of Firm / Agency /Company & Telephone No _____
2. Registration No. of the Firm / Agency/ Company _____
3. Name, Designation, Addresses & Telephone No of authorized Person of firm to deal with _____
4. Please specify as to whether Tenderer is sole Proprietor/Partnership Firm Name/Company Address & Tele No of Director/Partner should be specified _____
5. PAN/TAN of Income Tax Deptt. _____
6. Provident Fund Account No _____
7. ESI No _____
8. License No under Contract Labour (R&A) Act _____
9. Financial turnover of the Agency for the last two Financial years (copy of the IT return filed during last two financial years and copy of the Turnover Statement of the last two years duly certified by Chartered Accountant to be attached).
10. Number of Workmen on the rolls of the Agency (list/proof thereof may be enclosed)

1. Ser No	Financial year	Number of Workmen on the rolls of the Agency

11. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Firms handled by the Tendering Agency for providing Housekeeping, Security, Clerical & Technical Manpower during the last two years in the following format (attested copies of the last two years work award may be enclosed).

Ser No		
Details of Client alongwith address, email, telephone and FAX numbers		
Amount of Contract (In Rs)		
Duration of Contract		
Nature of Contract		
	From	To
Type of Manpower provided (category-wise)		
Numbers of persons deployed (category-wise)		

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

(Signature of authorized person)
(only Proprietor/Partner/Director)



DECLARATION

1. I, _____ Son/Daughter/Wife of _____ Contractor/Director/authorized signatory of the Agency mentioned above is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ We, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities toward prosecution under appropriate law.

(Signature of Authorised Person)

Date :
Full Name :

Seal
Place



**STAGE II
COMMERCIAL BIDS**

**OUTSOURCING OF MAINTENANCE & HOUSEKEEPING SERVICES
AT ARMY PUBLIC SCHOOL, NEHRU ROAD, LUCKNOW**

1. **Requirement of School :-**

Ser	Details	Category	Requirement	Service Charge (%) (to be quoted by the Tenderer)
(a)	Carpenter	Skilled	01 x Male	
(b)	Plumber	Skilled	01 x Male	
(c)	Gardener	Semi skilled	02 x Male	
(d)	House Keeper	Unskilled	08 x Male and 08 x Female	
Total			20	

Note: (a) The quantity of workforce is subjected to reduce by 25% without notice to the tenderer. In the event of variation in quantity of workers, tenderer shall not be entitled for any compensation. Tender rates accepted shall be applicable for the contract period.

(b) Bid should be based on 8 ½ hours of working per day (with ½ hour lunch Break), on all six days in a week.

(c) Gender of the workmen may be specified as per the requirement.

(d) Service charges will not be accepted at any stage in commercial bids less than 3.85%.

2. Earnest Money amounting to Rs 50,000/- (Rupees fifty thousand only) is required to be deposited alongwith commercial bid. EMD may be forfeited in case of non-acceptance of supply/Work Order. Details of Earnest Money deposited:-

BD/PO No _____

Date of issue _____

Validity of BD/PO _____

Name of the Issuing Authority _____

3. **Declaration by the Contractor:-**

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

(Signature of Tenderer)

Name _____

Designation _____

Address _____

Phone/Mob No _____

Dated _____

Undertaking

1. I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached herewith.

2. I have gone through and fully understood the terms and conditions supplied in the tender document and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by the School Management of Army Public School, Nehru Road, Lucknow Cantt from time to time for due discharge of Service Agreement.

3. It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information / document, the submitted tender may be rejected and Earnest Money Deposit forfeited.



Authorized Signatory with rubber seal
(only Proprietor/Partner/Director)

WAGES STRUCTURE

NAME OF THE COMPANY:

Ser No	Components	Unskilled	Semi-Skilled	Skilled
	ONE DAY WAGES			
	TOTAL WORKING DAYS			
(a)	Basic + VDA = 'D'			
(b)	EPF @			
(c)	Admin Ch on EPF			
(d)	ESI @			
(e)	Admin Ch on ESI			
(f)	Bonus			
(g)	TOTAL			
(h)	Relieving Charges 1/6 of total of serial (f)			
(j)	COST PER HEAD			
(k)	Company Services @			
(l)	TOTAL			

NOTE : Secondary Schools are exempted as per para 9(b) (iii) of Government of India Notification No. 25/2012- Service Tax dated 20 Jun 2024.

