

REQUEST FOR PROPOSAL (RFP/01/PROC/2023-24/APSMS)
INSTRUCTION FOR FILLING TENDER FORM: HOUSEKEEPING SERVICES

1. This tender form has three parts. Part I, Part II and Part III
2. Part I of the tender form will form part of technical bid, Part II of the commercial bid and Part III of the Agreement copy, all of which are part of this Tender Form/Request for Proposal (RFP).
3. Both Part I and II of the tender form have to be filled and signed by the contractor along with company stamp, name and appointment of the contractor which has to be legible.
4. Part I of the tender form lay down the general terms and condition under which the contractor will be tendering, this forms part of technical bid.
5. Tender form will be sent in a sealed cover only. Address & Telephone number of the contractor must be mentioned on opposite side of the envelope. Technical bids and commercial bids will be sent in different envelopes contained in one envelope clearly mentioning technical bids/commercial bids.
6. Tender form if sent by post will bear the caption "**Tender form: To be opened by Board of Officers only**".
7. Tender form if sent by post must reach APS Miran Sahib **by 1200h on 26 July 2023** failing which it will not be considered.
8. Tender form not sent in a sealed cover will be set aside FOR REP on technical grounds. Any other point mentioned and not complied with will also lead to cancellation on technical grounds.
9. Last date of accepting form is **1600hrs on 26 July 2023**.
10. Technical bids will be **opened at 1400hrs on 27 July 2023 at APS Miran Sahib**. Interested vendors/dealers may be present at Army Public School Miran Sahib on the day of opening of tender. **Commercial bids will be opened date will be informed after of opening of Technical bids only for successful bidders**. Only lowest bidder complying all regulations will be accepted.
11. Rate has to be quoted in Part II of the tender form. Rate quoted should not bear any cutting and over writings. This has to be kept in a separate envelope of commercial bid.
12. Tender form if accompanied by any other terms and conditions from contractors' side is liable to be set aside on technical grounds.
13. Contractors/Dealers/Firm while quoting the rates for the services required will not use their company letter pads. Rate have to be quoted in Part II of the tender form only both in figures & words. Any disparity in the rate quoted in figured and words, rate quoted in words be taken as final rate.
14. DD towards cost of **tender form @ Nil** will also form part of technical bid and not commercial bid.
15. The tender form will be set aside if not accompanied by a demand draft amounting to **Rs 1,00,000/- (Rupees one lakh only) (Earnest money)** drawn in favour of "ARMY PUBLIC SCHOOL MIRAN SAHIB", payable at Jammu **Cheques/cash will not be accepted. This will also form part of technical bid.**
16. Earnest money amounting to **Rs 1,00,000/- (Rupees one lakh only) (Earnest money)** deposited by the Contractor/Dealer/Firm shall be returned to him/her after finalization of board proceeding which may take two month time without any interest. Bidders registered as Micro and Small Enterprises (MSME) in the state and having registration with CSPO/NSIO/DGSND will be exempted EMD on submission of the required registration certificates as above but **tender cost is not exempted.**

PART-I
(TECHNICAL BID)

TENDER FROM: TERMS & CONDITIONS FOR HOUSEKEEPING SERVICES AT APS
MIRAN SAHIB

1. Name of the firm :
2. Technical Bid to be accompanied by copy of following documents for assessment of technicalbid:-
 - (a) Registration of firm Proof and Validity :
 - (b) Proof of Address :
 - (c) GST Number :
 - (d) Permanent Account Number :
 - (e) Name of Proprietor :
 - (f) Mobile/Tele/FAX and e-mail of firm :
 - (g) ESI Acct No :
 - (h) EPF Acct No :
 - (j) Turnover Certificate from regd Chartered Accountant for past 2 year (minimum Turnovershould be more than 10 lakh per year):
 - (k) Copy of Balance Sheet Audited by CA for FY 2019-20, FY 2020-21):**
 - (l) Income Tax return filed past 2 years :
 - (m) Proof of experience in similar service provided in educational institutions (attach copy ofcontract) :
 - (n) Satisfactory performance certificate from institution where such service provided:
 - (o) Tender Money :
 - (p) EMD (Original) :
 - (q) Details of Expertise & Experience :
in your service (attach documents)
3. Service applied for : Housekeeping Service required by APS Miran Sahib for the period from **01 Aug 23 to 31 Mar 24.**

TERMS & CONDITIONS:-

4. Contactor shall agree to provide Housekeeping Service to APS Miran Sahib on the following terms and conditions for a period of 07 months with effect from **01 April 23 to 31 Mar**
5. The area of responsibility consist of school premises comprising of Primary Wing, Senior Wing, Middle Wing, , Multipurpose Hall, Yoga Hall, Canteen and play areas, etc
6. The school requires 04 Semi Skilled & 8 Unskilled staff and 04 security Guards (or less/moreif required as requested by the school)
7. Without prejudice to the responsibility of the contactor as indicated above, the contactor shall in particular render the following service and make all arrangements incidental hereto as described in detail in Part III:-
 - (a) Cleaning of general toilets every half hour daily and maintain the toilets floors dry duringoffice hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable **chemicals**. Flushing system of all toilets is to be checked at regular interval every day.

- (b) Continuous mopping to be done at reception floor and Senior, Middle & Primary wing during office hours.
- (c) Cleaning of corridors staircases and common area with phenol in the morning and with plain water regularly. Cleaning with detergent and water weakly once or on need basis of the rains & storms. Washing of curtains, table clothes, bed sheets and etc.
- (d) Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent, Moping of floors with recommended chemicals.
- (e) Collection of waste from rooms, corridor, open areas, lobbies and putting in bags at the specified location.
- (f) Cleaning of carpets by soft brush.
- (g) To clean glass panes on doors, windows & partitions with soap/cleaning agent.
- (h) Cleaning of chokage in sewer and pumping lines within premises as and when required.
- (j) Cleaning gulley trap and manholes within and surrounding of premises as and when required.
- (k) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- (l) Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
- (m) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during school hours.
- (n) Maintenance of lawns & surroundings, cutting of hedges, cutting / shaping of plants by mali and removal of garbage from the office building and its premises.
- (o) Cleaning of entrance & reverse side: Dusting, brooming & mopping of entrance and reverse area on daily basis.
- (p) **RECOMMENDED COVID-19 SANITIZATION:** Sanitization of each classrooms & bathrooms/toilets every day after the school gets over i.e 2 PM onwards or as reqd.
- (q) **Chemical** cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopped/scrubbing machine to be used at least once in a week.
- (r) Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherette upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- (s) Cleaning of brass letters by brasso (polish).
- (t) **SHIFTING OF FURNITURE FOR VARIOUS EXAMS** Shifting of furniture will be carried out for conducting of exams when asked for.

8. The contractor shall observe and comply with all legal obligations and provisions of various labour laws and law as applicable with respect to the , Housekeeping staff by it, for housekeeping and cleaning arrangement at the premises of the school. The school will have no obligations, except to the extent specifically provided.

9. The contractor will be responsible for the provisions and upkeep of uniform, deduction of contribution of provident fund and other liability as per existing Labour Laws applicable. Every month at the time of submission of the bills, a certificate incorporating the fact that the contractor has complied with minimum wages act and Employee Provident Fund Act is to be furnished. All

necessary documentation as per laws is the responsibility of the contactor.

10. Any minimum wages as and when increased by the Govt of NCT Jammu for daily wages staff will be paid by contactor per month. Deduction of Income Tax will be made at source in accordance with the existing instruction from Govt. No increase in service charges is permissible during the period of contract.

11. The contactor will deposit Security deposit of **Rs. 1,00,000/- (Rupees one lakhs only)** as security deposit with the school authorities. Same will be refunded (without any interest) after termination of contract in case not used to make up loss towards damage/mishandling.

12. In case the contractor's & Housekeeping staff are found indulging in any activity detrimental to the security of the school property and premises, the school wishes to change such housekeeping staff forthwith and contractor shall do so. That the contractor may change any of the staff only under exceptional unavoidable circumstance and inform the school before in hand written with all relevant details accordingly. Frequent changes of staff by the contactor are not acceptable to the school.

13. For any loss occurring in the area of responsibility of the school for which the contactor is held responsible, the liability of the contactor will be limited to book value of the loss so occurred with prior assessment of the auditors.

14. The housekeeping staff will be in proper uniform provided by the contractor. They should be smartly dressed up when on duty.

15. If any & Housekeeping staff is found not performing his duty as per laid down charter, the school will have right to ask the contactor for a change. Further, if any housekeeping staff is found absent from their place of duty without the knowledge of the school authorities or found sleeping on his duty, the school will have right to impose a **penalty of Rs 500/-** to be deducted from the monthly payment to the contractor each time an offence is committed.

16. The Principal APS Miran Sahib may authorize any official of the school for checking the housekeeping staff at any time. The contactor shall ensure the duty register is put to the Principal/ES Army Public School Miran Sahib **everyday 0900** hrs.

17. This agreement can be terminated by the Principal of Army Public School Miran Sahib without giving any notice to the contractor on any of the following grounds:-

- (a) If there is any breach of any of the terms and conditions laid down herein on the part of the Second Party.
- (b) If the contractor dies or becomes insolvent.
- (c) If the school is closed down and moved out of present premises.
- (d) If any of the services provided by the contractor are not found satisfactory in the opinion of the school.
- (e) If any of the Housekeeping staff is found involved in alcoholism, use of drugs and for any indecent behavior of the Housekeeping staff towards female students, office staff & parents.
- (f) Any of the Housekeeping staff personnel on being convicted by civil/criminal court for any criminal offence.

18. On expiry of this agreement in normal course or on termination of contract, the contractor shall withdraw all his staff and shall vacate the school premises forthwith.

19. The agreement can be rescind by either party by giving one month notice. However, if the contactor withdraws the Security Service without such a due notice, the school shall have a right to forfeit the payment due to him and make good loss from security deposit of the contactor for engaging new contractor.

20. The contactor will abide by all the conditions laid down by the school authorities from time to time.

21. Should any occasion arise to add any additional clauses to this agreement, it shall be

done only if both parties agree and signify their assent in writing on such agreement. The clause thus agreed and issued to contactor shall form part of this agreement. However any ruling by the Government will deem to have been applied on the contactor.

22. All disputes and differences arising between the parties hereto concerning the subject matter of this agreement in respect of either the interpretation effect of application of any if the above said provisions, or in regard to the right, duties or liabilities of the parties or in regard to the payment due to from the contractor for which he is liable under this agreement shall be referred for sole Arbitration to the Chairman School Managing Committee, APS Miran Sahib whose decision thereon shall be final and binding on the both parties in all cases.

23. The contactor shall submit his monthly bill for the previous month on first day of next month, which shall be paid within 10-15 days after submission of bill of the following month A/C Payee Cheque. This shall be based on "BIOMETRIC ATTENDANCE" record authenticated by school representative as detailed by Principal APS DC.

24. The successful bidder with whom the school will enter into agreement for providing housekeeping services will submit the following legal document along with the tender duly attested:-

- (a) A photocopy of PAN No of said firm.
- (b) Photocopy of allotment of EPF code No by the PF authorities.
- (c) Photocopy of allotment of ESI code No by the ESI authorities.
- (d) List of persons with EPF & ESI code No employed for providing security service for APS Miran Sahib.
- (e) Photocopy of EPF eligibility register, where the name of above staff and their EPF A/C No have been entered.
- (f) EPF eligibility Register in original to check the above Photocopy.
- (g) Nominal roll of security guards with their attested photographs, signature, thumb impression and proof of residence.

25. The contractor will ensure that following category persons are only employed as housekeeping staff personnel:-

- (a) Police clearance that no cases are pending against the pervious employed persons (submit documents).
- (b) All personnel employed will be educated who can read and write Hindi/English.
- (c) The personnel employed by the contractor should have Police Verification.**
- (d) Must be physically fit. Aged persons between 18 to 55 years of age will be employed of Housekeeping Staff. Medical certificate of fitness from a registered medical practitioner to be submitted.**
- (e) The requirement of Housekeeping staff personnel can be increased / decreased at anytime depending on the requirements.
- (f) Personnel employed should be adequately trained for performing the housekeeping duties.

26. The contractor shall comply with all statutory security requirements in respect of manpower engaged by the firm and school authorities shall not be a party to any dispute arising out of such deployment by the contractor.

27. No increase in service charge will be permissible however minimum wages etc will be increased as per rules of Govt in vogue.

28. In case any of the staff is employed on contractual/regular basis during currency of contract, the staff is not be hired from the contractor and I/we agree that no compensation/due will be claimed for the same.

29. Frequent Change in Staff is strictly offence. Contractor must inform a 15 prior for any change.

30. Male-Female staff ratio decision is right of The School, Contractor must follow instruction from the school in term of Staff sex ratio appointed.

Dated:

(Signature of Proprietors)
of the firm with stamp Company
Seal

PART – II (COMMERCIAL BID)
TENDER FORM: HOUSEKEEPING SERVICE REQUIRED BY APS MIRAN SAHIB

Issued to:-

Cost of Tender Form: Rs. Nil/-
Earnest Money: Rs 1,00,000/- (Rupees one lakhonly) (Earnest money) by DD only.
(To be deposited along with Technical bid)

Issue Date:

Form No:

1. Name of the firm : _____
Service applied for : Housekeeping Service required by APS Miran Sahib
for the period from **01 April 23 to 31 Mar 24.**
2. Daily wages staff comprising of following minimum staff:-

Semi-Skilled 04 Semi Skilled, Unskilled staff 08 & 04 Security Guards are required.#Note- They will be called as and when as per the requirements of the School for minimum of 08 Hours & 30 Minutes (Excluding security guard)

3. Amount required by the contractor for providing Housekeeping Service for the period from 01 April 2023 to 31 Mar 2024.

S. No	Particulars	Quoted Values	Policy/Ruling/ Order/ Reference etc
1	Wages & DA per person per month		Govt of NCT of Jammu Labour Department order on minimum rate of wages for various categories or as specified in tender document.
2	ESI (Employees' State Insurance)		Employees' State Insurance ESIC Act 1948 as amended from time to time
3	EPFO (Employees' Provident Fund Organisation)		Employees' Provident Fund and Miscellaneous provision Act 1952 as amended from time to time
4	Services Charges all inclusive Amount (Rs) (In percentage % of wages, DA and other charges only)		In accordance with Directorate of Management Services Defence R & D Organisation Ministry of Defence letter No DRDO/DMS/02/Proc(HQ)/7100/MISC/M/01/2019-20 dated 07 Jan 2020 and Office of CGDA letter no. IFA/142/Outsourcing/4/2021 dt 01.10.2021 the minimum service charge to be quoted by bidder(s) necessarily has to be over and above(5%) Five percent. Quotes not in conformity are liable to the rejected. If there will be a tie in the Financial Bid, draw (picking up of a chit) system will be adhered to.
5	<u>GST (Goods Service Tax)</u> As applicable On security Service for educational institutions or exemption thereof		GST (Department of Revenue) as per Govt of India Gazette as amended from time to time
6	Any other charges (Rs)		

(Signature of Proprietors)of the firm with Stamp)

* ESI and EPF contribution to be paid for personnel employed by the tenderer shall be responsibility of the tenderer. The above rates should be inclusive of all the above including profits, overheads, bonus, gratuity etc.

Declaration by the Tenderer: This is to certify that I/we before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/over selves to abide by them.

List of Enclosures Attached with this firm Office Seal

:

(Signature of
Proprietors)of the firm
with Stamp

PART – III
AGREEMENT: HOUSEKEEPING SERVICES CONTRACT

This Services Agreement is executed on **01 April 2023** by M/s _____ between **Army Public School Miran Sahib** having its registered office at TCP Kharian, Miran Sahib- (hereinafter referred to as "**First Party**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) OF THE FIRST PARTY,

AND

M/s _____ Hereinafter referred to as "**Second Party**" which expression, unless repugnant to the context hereto, shall mean and include its successors and permitted assigns) OF THE SECOND PARTY.

WHEREAS

- (a) The First Party is engaged in providing education and is running and operating a School namely "**Army Public School**", at "**TCP Kharian, Miran Sahib**"
- (b) The First Party is desirous of contracting services in respect of the School.
- (c) The Second Party is engaged in the business and has represented that it has got the specialized and necessary adequate experience, expertise, infrastructure, skill and trained manpower etc. to perform and render the services for Schools and Education facilities.
- (d) The **Second Party** had approached the **First Party** to provide services at the School and the **Second Party** had agreed to provide the same and in pursuance of which both the parties are entering into this services agreement based on the terms and conditions set out herein.
- (e) The present Agreement shall supersede all previous agreements, arrangements, mail correspondences and any other arrangements between the parties and the parties shall now be governed by the present agreement solely and exclusively

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings assigned to them herein below:-

"**Agreement**" shall mean this Agreement and any revision or modification thereof including attached schedules and annexure.

"**Applicable Laws**" shall mean and include the relevant laws of India and includes legislation at Central and State levels and various rules, regulations, notifications, guidelines, governmental orders, by-laws, internal policies, rulings, judicial precedents/orders in India.

"**Effective date**" shall mean 01 Apr 2023;

"**Party**" shall mean the **First Party or the Second Party**; "**Parties**" shall jointly mean the **First Party and the Second Party**;

"**Services**" services to be provided by **Second Party** shall include without limitation the following acts, roles and responsibilities and services to be provided by the **Second Party**:-

- (a) To provide and render entire 'services' for and in respect of **First Party's** requirements from time to time. The 'services' shall cover entire School building / infrastructure, various plants and machinery, installations, equipment, appliances, instruments, gadgets, furniture and fixtures, materials / stores, other **Second Party** properties, etc.
- (b) The 'services' shall include without limitation providing **HOUSE KEEPING SERVICES**.

Dated:

(Signature of Proprietors)
of the firm with stamp

- (ii) Provide at its sole cost and expense competent and trained House Keeping Staff and Supervisors for rendering the Services as per the requirements and prepare and constantly update all personal data in respect of its team and make such data available to the **First Party**. **First Party** will intimate to **Second Party** in writing any increase or decrease of personnel and **Second Party** will cater to **First Party's** requirement.
- (iii) In case any personnel of the **Second Party** are found not meeting the requirement, **Second Party** shall be obliged to replace the same immediately. The number of personnel can be increased or decreased depending upon the exigency of work.
- (iv) **Second Party** shall take due care of all assets or the like provided to the **Second Party** by the **First Party** and shall also take proper and reasonable precaution to prevent the loss, destruction, and misuse of resources in the area of its responsibility and shall not knowingly/unknowingly lend to any person or **Second Party** any of the assets of **Second Party** or any information under their control.
- (v) The **Second Party** shall hold monthly meetings with the representative of the **First Party** in respect of provision of services and related aspects thereof.
- (vi) For effective communications with the **First Party**, the **Second party** will liaise with **the school for coordinating the day to day operations**. Such person shall be provided with a mobile phone for effective communication.
- (vii) **Second Party** shall be responsible for any loss suffered by **First Party** on account of proven negligence, vandalism or theft or misconduct by the personnel. **Second Party** shall have to compensate **First Party** upon production of investigation report by the **First Party** indicating any loss suffered on this account. The sole authority of the adjudicating any negligence shall be the management of the **First Party**, whose decision shall be final and binding upon the **Second Party**. For any loss occurred to the **First Party** on account of the negligent / irresponsible act of the **Second Party**, the liability of the **Second Party** will be the book value of the loss so occurred.
- (viii) **Second Party** shall ensure that the **First Party** be reported and alerted of any problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage or harm to the School or the children, parents and staff at the School.
- (ix) **Second Party** shall recommend, where necessary or desirable in its opinion, improvement to cleanliness, hygiene measures and procedures to promote cleanliness & hygiene for the School.
- (x) **Second Party** shall in order to ensure a consistent service quality to perform the Services.
- (xi) Any changes/replacements in the personnel will be subject to prior written approval from the **First Party**.
- (xii) The **First Party** may authorize any official of the school/persons for checking the House Keeping persons at any time. The **Second Party** shall ensure the duty register to be put up to the staff employed by the school (Principal/Estate Supervisor/Caretaker) every day **at 0900** hours for checking.
- (xiii) **Second Party** will at its sole cost and expense supply uniforms to their supervisors/House Keeping Staff and ensure that they will be smartly turned out while on duty.
- (xiv) **Second Party** shall be solely responsible for the maintenance of discipline etc. of the personnel provided by it.
- (xv) **Second Party** shall, at no additional cost to the **First Party** be responsible for the replacement of any member of its personnel **falling sick, proceeding on leave, or otherwise absent or if instructed by the First Party at any stage**.

(xvi) **Second Party** shall have and provide the **First Party** in advance for approval, the duty roster of personnel during the forth coming weeks, giving their respective names, assignment duty periods, etc. each and every **Second Party** personnel who reports for duty must sign his name in the appropriate place provided in the form. This list must be signed in two copies, one of which must be given to the **First Party** not less than 24 hours prior every day.

(xvii) On expiry of this Agreement in normal course, the **Second party** will provide extended services for extended period of time as decided by the school on the same rates if required.

(xviii) The **attendance** of the employees provided will be taken by the staff employed by the school in the **Morning and Evening**.

(xix) The **Second Party** will employ only those employees whose Police Verification and immunizations has been done.

(xx) The **Second Party** will abide by all the terms and conditions as laid down by the School authorities from time to time.

(xxi) Should any occasion arises to add any additional clause to this Agreement, it shall form part of this Agreement.

(xxii) The **Second Party** shall submit **his monthly bill on last day of each month which shall be paid within 10 days of receipt of bill through A/C Payee Cheque** subject to completion of the following legal and mandatory requirements.

(xxiii) Certificate incorporating the fact that the **Second Party has complied with the minimum wages Act, Employees Provident Fund Act and ESI Act**.

(xxiv) Photo copy of Wages Register with name, father's name **and EPF & ESI A/c No of all employees duly signed and stamped for the preceding month for payment of wages to staff as per our contract duly signed by the second party**.

(xxv) Photo copy of **EPF & ESI Challan and details of employee from ESI portal for the preceding month**.

(xxvi) **Attendance sheet** with father's name, EPF & ESI A/c No of the staff employed for the billing month in original duly signed by the **Second Party** and verified by Estate Supervisor.

(xxvii) Bill in original for the current month with covering letter indicating above details.

(xxviii) Half yearly return for the EPF & ESI collections & deposits with EPF & ESI authority.

(b) In addition to documents mentioned above, the **Second Party** will also submit the following legal documents of all his employees within **15 days** of signing of this contract:-

(i) A photo copy of PAN No and Aadhar No.

(ii) Photo copy of allotment of EPF & ESI Code No by EPF and ESI authorities.

(iii) List of employees with their fathers name, PAN card No, Aadhar No, Mob No, EPF and ESI Code No employed by you in our school for our school work as per contract.

(Signature of Proprietors with Stamp)

(c) **First Party** reserves the right to have designated representatives review, inspect and evaluate the operation and condition of the Services with respect to the quality, the methods of service, the hours, safety, sanitation, and maintenance of the areas where the services are provided. In case the quality of service is not found to the desired standards and specifications, action as deemed fit will be taken against **Second Party**. **First Party** or any officer so authorized by it for the purpose shall be at liberty to carry out any surprise checks on **Second Party's** work to ensure adherence to quality of services as per specifications. The decision of **First Party** with regard to determining of quality of work/service in terms of the specifications provided by **First Party** shall be final. **First Party** reserves the right either to get the deficiency removed at the cost of **Second Party** and/or deduct such amount from the monthly service charges bill for the deficient services as may be determined by **First Party** or to terminate the Agreement in accordance with the terms hereof.

(d) The **Second Party** will have to arrange for & House Keeping Staff as per **First Party** requirements. The **Second Party** agrees to be responsible for payment of their dues, emoluments, discipline and work of such persons. The necessary proof in this regard will be confirmed/produced to the school authorities. In case of leave/absence, proper relief will be provided by the **Second Party**. 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 First Party.

(e) The **Second Party** shall deploy House Keeping Staff not beyond the age of **55 years**. All housekeeping staff must be physically fit. Eye sight must be (6/6 with/without glasses). All personnel employed will be educated who can read and write in Hindi.

(f) **Schedule of Requirements: 04 X Semi-Skilled & 12 X Unskilled**

List of services required on daily wages are as following:-

S. No.	PARTICULARS	TOTAL REQUIRED
(a)	Daily wages staff comprising of following <u>minimum</u> staff:- Semi-Skilled Unskilled staff Security Guard	04 08 04 #Note- As and when as per requirements of School
(b)	Scope of work as per Encl. III	

Note: -

(i) However the number of & House Keeping Staff can be increased and decreased as per the requirement of the **First Party**.

(Signature of Proprietors with Stamp)

5. **RESPONSIBILITIES OF SECOND PARTY IN RESPECT OF ITS PERSONNEL ENGAGED IN PROVIDING THE SERVICES**

(a) The Parties agree that this Agreement is in the nature of a service contract where Services are being provided by the **Second Party** in accordance with the agreed quality parameters and standards. In this regard, the **Second Party** agrees and undertakes to employ in its employment all personnel (as per prescribed competencies) required to provide the said Services. Such employees shall at all times remain and be construed to be the employees of **Second Party** alone. There shall be no employee-employer relationship between **First Party** and the employees engaged/deployed by **Second Party**. **First Party** shall not be held responsible for any non-payment on part of **Second Party** and shall not be considered to be the Principal Employer of the **First Party**. **Second Party** undertakes to indemnify **First Party** in this respect should any claim for payment arise against **First Party**. At no point of time and for no reason whatsoever shall the team/ staff of the **Second Party** be construed to be that of the **First Party**. Neither can the **First Party** be made to be responsible for the actions of the team/ staff of the **Second Party** nor shall there be any claims made by the team/ staff of the **Second Party** to the **First Party**.

(b) The Supervisory, disciplinary and administrative control over the personnel employed and the manner and mode of work of the said Services to be provided/rendered shall be of **Second Party** alone. But in case of any deficiency in services is noticed or that job carried out and services rendered are not in accordance with the specifications laid down in **Annexure-I** or up to the expected standards envisaging the requirements of a **First Party**, **First Party** shall always be within its rights to get the deficiencies removed. But in case of any deficiency in services is noticed or that job carried out and services rendered are not in accordance with the specifications laid down A or up to the expected standards envisaging the requirements of a **First Party**, **First Party** shall always be within its rights to get the deficiencies removed through the **Second Party**. This shall however, not preclude the **First Party** to issue necessary and working directions to the staff/ Team of the **Second Party** while performing the work.

(c) **Second Party** shall ensure that their personnel are trained as per the requirement of the School for providing required services.

(d) **Second Party** shall be responsible to provide the total agreed person/day. In case there is absenteeism in the total agreed number of contract employee to provide the chargeable amount shall be worked out on the basis of actual payment.

(Signature of Proprietors with Stamp)

(e) The employees of **Second Party** shall in no case be entitled to any benefit, monetary or otherwise, which may be permissible for the regular employees of **First Party** nor would they be entitled to raise any dispute, demand or claim in this regard or otherwise against **First Party** by virtue of this agreement. All disputes between **Second Party** and its personnel shall have no bearing on **First Party** and **First Party** will not be concerned about the same. **Second Party** shall indemnify **First Party** in this regard. In case of any litigation filed by any of the personnel/employee/workman, the **Second Party** shall fully defend such case/litigation on its own and on behalf of the **First Party** (if required) at its own cost and expense and no liability arising out of any order of Court/Tribunal shall accrue against the **First Party**. The **Second Party** undertakes to fully indemnify the **First Party** in all such cases.

(f) **First Party** will have no liability in case of any compensation payable to any personnel, which accrues due to the fault of **Second Party** or its employees and in case, for any reason whatsoever the **First Party** is made to incur any such liability, the **First Party** shall be duly indemnified by the **Second Party** in such respect.

(g) **Second Party** agrees that it is liable and responsible for and undertakes to pay wages not less than the minimum wages, allowances, and other benefits due and payable under the various Applicable Laws to the personnel employed by **Second Party** for the said services.

(h) **First Party** shall be entitled to depute its representative to be present at the time of disbursement of wages who shall also sign the Register of Wages-cum-Muster Roll as may be maintained by **Second Party**. **Second Party** undertakes that **First Party** will not be responsible for payment of any dues to the employees and would not be construed as having any employment relationship with employees of **Second Party** by virtue of their mere present/by putting up their signatures.

(j) **Second Party** shall further ensure that their personnel are immunized at the cost of **Second Party** on a bi-annual basis and are protected from acquiring any disease in the School and immunization cards are handed over to **First Party**. **Second Party** shall get a medical examination of all its employees and submit a medical certificate of fitness to work in the School. **First Party** shall do periodical check of this document and in absence of the same reserves the right to get it done from the School of **First Party** and for every such **medical checkup the cost shall be borne by the Second Party**.

(k) The **Second Party** should possess or procure needful **infrastructure, gadgets and other material required (listed below)** for smooth housekeeping services. **No additional cost towards this will be borne by APS.**

- (i) Single Disc Machine (Floor Machine)
- (ii) Steam Machine
- (iii) Vacuum Machine
- (iv) Foaming Machine
- (v) High-Pressure Washer

6. **PAYMENT AND PENALTY**

(a) In consideration for the provision of Services by **Second Party**, **Second Party** shall be paid service charges as per attached **Annexure-II** on a monthly basis subject to the minimum number of personnel being deployed in the School as per the specifications provided by **First Party** and subject to **Second Party** meeting all service level and quality standards. All charges are inclusive of all levies and taxes. **First Party** shall deduct all taxes at source as prescribed by present or future Tax Laws of India. In case of any deficiency of services by **Second Party**, **First Party** shall be entitled to reduce the service charges to the extent of the deficiency as determined by **First Party** in its sole discretion.

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(b) **Second Party** shall on every 2nd of subsequent month submit a monthly bill for the Services rendered by it during the preceding month as per Annexure II. **First Party** shall arrange to make payment for invoice, subject to any deduction on account of any deficiency in services, within 15 days of the receipt of the invoice. **Second Party** shall ensure that the bills providing complete details and supporting documents are attached with the invoice along with duly attested **PF Challan and ESI Challan** in respect of all its personnel. **Second Party** shall solely be responsible for all payments to its personnel and employees in accordance with the statutory laws and legislations. It is mutually agreed and understood that non-payment of any statutory payments by the **Second Party** shall not make the **First Party** responsible or liable to make such payments in any manner whatsoever and neither should the **First Party** bear any consequences arising out of such non-payments by the **Second Party**.

(c) **Second Party** expressly agrees that a penalty of **Rs. 250/person/day** will be imposed on **Second Party** for every unplanned absenteeism (without informing **First Party** a day in advance and without the replacement) the amount will be deducted from total amount chargeable by **Second Party** as service charges in terms of **Clause 5 (a)** herein above.

(d) **Second Party** shall ensure that all the statutory compliances are being treated within the time limit as specified by the governing laws, and hence any delayed submission of the same shall attract a penalty of **Rs. 500/-** each case from the total amount of the billed invoice.

(e) Notwithstanding anything contrary contained in this Agreement, there will be automatic revision in the price or consideration in the event of revision in minimum wages as notified by the Central Government/ State Government, if the revised wages are above the rates mentioned in the **annexure-II**.

(f) The salaries should be paid in their accounts on time i.e. on or before the 4th of the every month.

7. **QUALITY STANDARDS** As mentioned in the charter of duties Annexure-I.

8. **INDEMNITY AND LIABILITY OF SECOND PARTY**

(a) **Second Party** will be held responsible for damages or loss or theft arising from any omission or negligence of the **Second Party** or its employees in providing the Services or from any breach of the obligations and representations of the **Second Party** in terms of this Agreement.

(b) If it is felt necessary to report the case to the police, a complaint will be lodged accordingly by the **First Party** with assistance of **Second Party**. **First Party** shall also render to the police all assistance to investigate the complaint and to trace the accused and recover the property and also process the case in a court of Law. **Second Party** will render all assistance and liaison with the police. The expenses and loss incurred in this connection will be met by the **Second Party** who shall be liable for any such expenses or for the occurrence of incident as aforesaid. **First Party** shall be entitled to deduct the loss due to theft/pilferage etc. from the service charges.

(c) This indemnity shall survive the termination or expiry of this Agreement.

9. **SUB CONTRACT**

(a) This Agreement cannot be subcontracted by the **Second Party** except with prior written approval of the **First Party**.

10. **LEGAL COMPLIANCES**

(a) **Second Party** agrees that it is liable and responsible for all compliances under relevant labour legislation and undertakes to pay all statutory payments, contributions, taxes, fees, levies, etc as may be due and payable under various laws. In no case shall **First Party** be liable or required to make any payment either to any government authority or any person in connection with the employment of personnel by **Second Party** in connection with the said Services.

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(b) It is understood that **First Party** shall stand fully indemnified by **Second Party** in respect of any claim or liability arising in respect of the labour or any employee engaged by **Second Party**. **Second Party** will defend First Party, its affiliates, officers, directors and employees against any cost, expenses or liability directly or indirectly arising out of or relating to any claim not only on account of wages or otherwise but also any third party claims brought against First Party because of negligence or fault or labour or employees of **Second Party**, whether on account of wages or otherwise, including the labour or employees engaged through the sub-contractor (s) of **Second Party**.

(c) **Second Party** shall maintain all the prescribed registers under the various statutes and produce them for inspection as and when required by **First Party** or by any authority under these statutes. **Second Party** shall maintain leave register, attendance register, wages register, register of persons, register of deduction, fines, overtime, advances etc and all other registers as required and regularly submit Xerox copies of these registers to **First Party** and will hand over the originals of the same on termination/expiry of the Agreement.

(d) **Second Party** shall as and when required by **First Party** deliver to **First Party** all documents, things or other evidence which may be required to establish the compliance by **Second Party** and its sub contractor with all Applicable Laws and shall always be open to audit and/or inspection of itself or its agents and/or associates, by **First Party**. **First Party** is entitled by itself or through its agents to carry out the audit of **Second Party** and/or inspection as specified hereinabove on a monthly or quarterly basis, as it may find reasonable.

(e) **Second Party** shall purchase and maintain such insurance, in addition to the insurance coverage statutorily required under labour laws, as will protect it from claims by personnel employed directly or indirectly by **Second Party** in connection with the said Services or by anyone for whose acts any of them may be liable including but **not limited to claims for damages because of bodily injury, disability benefit, occupational sickness or disease, or death of its employees**. **Second Party** shall provide **First Party** with **copies of current insurance certificates** throughout the term of this agreement.

11. **COUNTERPARTS**

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

12. **TERMS & TERMINATION**

(a) This Agreement shall be valid and binding between the Parties commencing on the Effective Date and subject to Article 12 (b), shall remain in force for a period of one year from the Effective Date, i.e. from **01 Apr 2023 to 31 Mar 2024**.

(b) Expiry/termination of this Agreement will be without prejudice to any rights that either Party may have accrued against the other prior to termination.

(c) **If there has been any breach of any of the terms and conditions laid down herein on the part of the Second Party contained in the contract, it may be terminated by the Principal Army Public School Miran Sahib by giving the contractor a fortnight (14 days) notice in advance without assigning any reason and without the **Second Party** being entitled for any compensation on this account,**

(d) **This agreement can be terminated on any of the following grounds:-**

(i) If the **Second Party** dies or become insolvent.

(ii) If the **school is closed down and moved** out of present premises.

(iii) If the services provided by the **Second Party** are not **satisfactory** in the opinion of the First Party

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- (iv) If any of the Housekeeping Staff is found involved in any unlawful activity:-
- (a) For any indecent behavior or indiscipline of any kind of the Security personnel towards female any or other student and staff, the pay for the month will be withheld and for any serious offence, the **Agreement shall be terminated immediately.**
- (b) The Agreement shall **be terminated** if any of the Housekeeping Staff is found indulging in **malpractices**
- (e) On the **agency being tried /convicted by civil/criminal court** for any criminal offence.
- (f) The **Second Party refuse** to replace the security guard against whom complaints have been made.
- (g) If it is found that the contractor has sublet **contract to some other person or party.**
- (h) If the services of the second party **are not found** to be **satisfactory** by the School Management.
- (j) On termination of the contract as stipulated in this clause, the Second Party shall withdraw all his staff **and shall vacate the school premises forthwith.**
- (k) On expiry of this Agreement in normal course, the second Party will provide extension for one month on the same rates if required.
- (l) The Agreement can be revoked by the **Second Party by giving 45 days'** notice. **However, if the Second Party withdraws the Housekeeping Services without such a due notice, the First Party shall have the right to forfeit the balance payment of the due bills and security deposit of Rs 1 lakhs to him along with cost and damage on account of withdrawal.**

13. **CONSEQUENCES OF TERMINATION**

- (a) Upon the termination of this Agreement, the Parties shall immediately return all confidential material and information that may have been made available to each other during the Term.
- (b) All payments becoming due and payable to the Parties as on the date of termination, under the terms of this Agreement shall continue to be due and payable to the Parties notwithstanding the termination hereof subject to adjustment for on account of deficiency of Services as determined by the **First Party.**
- (c) **Second Party** and its employees shall cease to perform the Services and remove all their articles from the School forthwith upon termination.
- (d) **Second Party** shall be liable and responsible to make all statutory payments to its staff and personnel and fulfill all other statutory obligation and liabilities and obtain suitable discharge in favour of **First Party** so that no liability or obligation develops on **First Party** from the amount due to be paid to **First Party.**
- (e) On termination of the contract as stipulated above, the **Second Party** shall withdraw all his staff and shall vacate the school premises forthwith.

14. **CONFIDENTIALITY**

- (a) Each Party shall keep secret all Confidential Information, if any, transmitted to it or made available to it by the other Party and shall not pass such confirmation Information on, wholly or partly, to third parties without express written consent of the other Party.

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(b) The Parties shall not disclose the terms of this Agreement or make any announcement in respect of the subject matter thereof without prior written consent of the other Party unless the disclosure is required by law or other regulatory authorities. In the event disclosure is required by law, rules or regulations, such disclosure shall be made (a) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of the disclosure; (b) only to the extent necessary by such law, rule or regulation; and (c) only to the person or persons and in the manner required by law, rule or regulations or otherwise as agreed by the Parties.

(c) It is agreed that obligations of the Parties and the **Second Party** under this Article 14 shall survive the termination of this Agreement.

15. **DISPUTE RESOLUTION AND GOVERNING LAW**

All disputes and differences arising between the parties hereto concerning the subject matter of this Agreement in respect of either the interpretation effect of application of any of the above said provisions, or in regard to the right, duties or liabilities of the parties or in regard to the payment due to/from the **First Party** for which he is liable under this Agreement, shall be referred to the **Chairman Managing Committee, Army Public School, Miran Sahib** whose decision thereon shall be final and binding on the both parties in all cases till the duration of this Agreement.

16. **MISCELLANEOUS**

(a) **Relationship**

(i) **Second Party**, in the performance of this Agreement, shall be and act as an independent contractor. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.

(ii) No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as provided expressly under this Agreement.

(b) **Amendment**

This Agreement may not be amended or modified except by an instrument in writing signed by the Parties hereto.

(c) **Severability**

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

(d) **Violation of Terms**

(i) The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation, a right for recovery of the amounts due under this Agreement and related costs and a right for damages.

(ii) **In the event of a complaint by the persons employed through the contractor or if it otherwise comes to the notice of the school authorities, that the contractor has violated any of the instructions, laws or provisions made in the agreement, the principal Army Public School Miran Sahib shall have the right to inspect contractor's accounts and documents.**

(Signature of Proprietors with Stamp)

17. It is agreed that this Agreement shall be deemed to be in force from **01 Apr 2023 to 31 Mar 2024** and the rights available to and the obligations developing on the Army Public School Miran Sahib and on the Second Party respectively, in pursuance of this Agreement shall be deemed to have occur with effect from the same date i.e. **01 Apr 2023**.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

Signed on the _____ 2023.

The Second Party

The First Party

Witnesses:-

CHARTER OF DUTIES OF HOUSE KEEPING STAFF

Second Party shall execute all the Services and maintain such numbers of persons as are required for the purpose of execution of Services in terms of this Agreement in a timely and qualitative manner in accordance with the service level and quality standards.

1. **AREA COVERAGE FOR HOUSEKEEPING SERVICES** Principal Office, Main office, Sr Wing, Jr Wing, Primary Wing, all class rooms, labs, Multipurpose Hall/auditorium, school, premises, play Grounds area along the parameter wall, all gates surrounding areas etc. Approx area including built area is 12.5 acres.

2. **BROAD DETAILS OF SCOPE OF WORK**

(a) Cleaning, sweeping, mopping and wiping of floors, staircase on daily basis from Monday to Friday/Saturday or as required by Officer-In-charge. Cleaning activity shall start in the morning as per following timing:-

- (i) **Summer Season (Mar- Nov) from 6.30 AM to 3.30 PM.**
- (ii) **Winter Season (Dec - Feb) from 6.45 AM to 3.45 PM.**

(b) Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the Second Party and will be countersigned by the APS officer-in-charge at regular intervals and finally at the end of each month.

3. **JOBS TO BE CARRIED OUT DAILY**

(a) Cleaning of general toilets every half hour daily and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable **chemicals**. Flushing system of all toilets is to be checked at regular interval every day.

(b) Continuous mopping to be done at reception floor and Senior, Middle & Primary wing during office hours.

(c) Cleaning of corridors staircases and common area with phenol in the morning and with plain water regularly.

(d) Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent, Moping of floors with recommended chemicals.

(e) Collection of waste paper (litter & Garbage) from rooms, waste paper, dustbins, lobbies, open areas and putting in bags at the specified location.

(f) Cleaning of carpets by soft brush.

(g) To clean glass panes on doors, windows & partitions with soap/cleaning agent.

(h) Cleaning of chokage in sewer and pumping lines within premises as and when required.

(j) Cleaning gulley trap and manholes within and surrounding of premises as and when required.

(k) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.

(l) Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.

- (m) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during school hours.
- (n) Maintenance of lawns & surroundings, cutting of hedges, cutting / shaping of plants bymali and removal of garbage from the office building and its premises.
- (o) Cleaning of entrance & reverse side: Dusting, booming & mopping of entrance andreverse area on daily basis.
- (p) **RECOMMENDED COVID-19 SANITIZATION:** Sanitization of each classrooms & bathrooms/toilets every day after the school gets over i.e. 2 PM onwards or as reqd.

Weekly:

- a) Washing of towels, napkins, bed sheets, pillow covers, table clothes, etc.
- b) Cleaning of corridors with detergent/ other Washing agents.

Monthly:

- a) Washing of Curtains.

4. JOBS TO BE CARRIED OUT WEEKLY

- (a) **Chemical** cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol orany other chemicals, automatic mopped/scrubbing machine to be used at least once in a week.
- (b) Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherette upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- (c) Cleaning of brass letters and items by brasso (polish).

5. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

- (a) Polishing of brass items with approved brass cleaning material.
- (b) Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- (c) Dusting of false ceiling etc. with soft broom and cloth.
- (d) Cleaning of sofa sets with soap water/ vacuum cleaners.
- (e) Washing and cleaning of driveways, parking areas and roads within the office premises.
- (f) All toilets floors and other areas, as may be directed by Officer In-charge, shall becleaned with floor scrubbing machine.
- (g) Cleaning and sweeping of open area including terrace, balconies and roof tops with brooms on a fortnightly basis.

6. JOBS TO BE CARRIED OUT ON MONTHLY BASIS

- (a) All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- (b) Total Building area floors to be cleaned with floor scrubbing machine, wherever requiredas per directions of Officer-In-charge.

7. SHIFTING OF FURNITURE FOR VARIOUS EXAMS Shifting of furniture will be carried out forconducting of exams when asked for.

8. WASTE DISPOSAL MANAGEMENT The Second Party will ensure collection, segregation of dry and wet garbage in the earmarked area. Garbage will be disposed at the area prescribed by office in-charge.

9. SERVICE LEVEL AND QUALITY REQUIREMENTS

Please note the following points to be strictly adhered to before signing the contract:-

- (a) The House Keeping Staff should be in proper uniforms at the time of duty.
- (b) The House Keeping Staff should carry an Identity Card while on duty.
- (c) Proper police verification should have been done for the House Keeping Staff.
- (d) The salaries should be paid in their accounts on time i.e. on or before the 05th of the month.
- (e) Salary statements should compulsorily be submitted to school on regular basis.
- (f) The House Keeping Staff should not consume alcohol, cigarette, tobacco and other prohibited items while on duty.
- (g) Any wear & tear of the **First Party** caused due to negligence of the **Second Party** Employees will be borne by the **Second Party** and not the **school/First Party**.
- (h) Any police cases due to negligence of House Keeping Staff to be handled by the **Second party** only.

Dated:

(Signature of Proprietors)
of the firm with stamp

PAYMENTS:- The following emoluments are only to be paid to the Second Party by the FirstParty on monthly basis for the House Keeping Services rendered:-

Sr No	Descriptions	Semi-Skilled	Un-Skilled	Security Guard
(a)	Wages per day (Rs)			
(b)	EPF @ 13%			
(c)	ESI @ 3.25%			
(d)	Total (a + b + c)			
(e)	Total for one month for 01 person Rs (d) X 26			
(f)	Service charges			
(g)	Total (e+f) (Rupees R/Off to Next Higher Rupees)			

:-

*Uniform and other Necessary items is the responsibility of Contractor.

* Number of contractual employees to be employed by the Second Party = Number of House KeepingStaff **as when as per requirements of School**

* Number subject to change as per requirement by the **First Party**.

*** If there will be a tie in the Financial Bid, draw (picking up of a chit) system will be adhered to.**

Dated:

(Signature of Proprietors)
of the firm with stamp