No.16361/DSE/Dte.Estt./A5/2018 GOVERNMENT OF PUDUCHERRY DIRECTORATE OF SCHOOL EDUCATION

Puducherry, dated 24 .03.2019

TENDER NOTICE

Sub: DSE – Dte.Estt. – Provision of 01 no. of Driver (LMV) to the Directorate of School Education, Puducherry on contract basis – Reg.

Please quote your rate towards supply of 01 no. of Driver (LMV) to the Directorate of School Education, Puducherry on contract basis for a period of twelve months to this office or until vacant posts of Driver (LMV) are filled up by the DP&AR, Puducherry as per the Tender Schedule detailed below:-

SI.No.	Subject	Date and Time
1.	Download Documents & Tender Submission Start	01.10.2019
	Date	at 10.00 a.m.
2.	Last date of submission of Tender and submission	14.10.2019
	of Tender Fee and EMD Fee by Post / in person	at 5.00.p.m.
3.	Date and Time of Opening of Tenders	15.10.2019
		at 10.00 a.m.

- 2. The NIT document, terms and conditions, mode of payment of Tender Fee and EMD and all other details may be downloaded from the official website of the Directorate of School Education, Puducherry https://Schooledn.py.gov.in.
- 3. The sealed tenders should reach this office latest by 14.10.2019 before 5.00 p.m

4. Clarifications, if any, may be had from this office at 0413-2207256/226 (Extn.).

DIRECTOR OF SCHOOL EDUCATION

GOVERNMENT OF PUDUCHERRY DIRECTORATE OF SCHOOL EDUCATION

NOTICE INVITING TENDER

PROVISION OF 01 No. OF DRIVER IN THE DIRECTORATE OF SCHOOL EDUCATION, PUDUCHERRY

2019

No.16361/DSE/Dte.Estt./A5/2019 GOVERNMENT OF PUDUCHERRY DIRECTORATE OF SCHOOL EDUCATION

Puducherry, dated

Notice Inviting Tender

On behalf of President of India, sealed Tenders are invited from the reputed Outsourcing Agencies/Firms registered with Labour Department, Puducherry for providing outsourcing services of 01 no. of Driver for driving the official vehicles of the Directorate of School Education, Perunthalaivar Kamarajar Centenary Educational Complex, Anna Nagar, Puducherry in the form of sealed Tenders. Tenders submitted in any other form will not be accepted.

Cost of Tender Document Rs.500 + GST at 5 % : Rs. 525/-

EMD Cost : Rs. 3,000/-

Tender submission start date : 01.10.2019

at 10.00 a.m.

Last date for submission of Tender : 14.10.2019

at 5.00 p.m.

Date and Time of opening of Tenders : 15.10.2019

at 10.00 a.m.

(If any of the days happens to be holiday, the next working day will be the date on the timeline)

For clarification regarding tender contact : Office No. 0413-2207250/226

DIRECTOR
DIRECTORATE OF SCHOOL EDUCATION

TENDER SCHEDULE

SI.No.	Subject	Date and Time
1.	Download Documents & Tender Submission Start	01.10.2019
	Date	at 10.00 a.m.
2.	Last date of submission of Tender and submission	14.10.2019
	of Tender Fee and EMD Fee by Post / in person	at 5.00.p.m.
3.	Date and Time of Opening of Tenders	15.10.2019
		at 10.00 a.m.

(If these days happens to be a holiday, the next working day will be the date for item Nos. 1,2,3)

Tenderer(s) are requested to stick on to the date and time specified strictly. Tenders will be accepted only if submitted in the prescribed manner.

TENDER DETAILS

On behalf of President of India, sealed Tenders are invited by the Director, Directorate of School Education, Puducherry, from all intending tenderer(s) for providing outsourcing services of 01 no. of Driver (LMV) to the Directorate of School Education, Puducherry for a period of twelve months or one year from the date of signing of the agreement or until the services of Driver (LMV) is required by this Directorate/until vacant posts of Drivers (LMV) are filled up by DP&AR, Puducherry.

- Tenders are to be submitted in the prescribed format shown under price bid at page no.5 of this document.
- Tenders submitted in any other form will not be accepted.

TWO COVERS:

COVER 1: Tender Fee/EMD Fee/Technical Bid/Annexure I, II, III & IV

- The Technical Bid shall contains the documents listed hereunder.
- Tenderer(s) should submit their tender to the "Deputy Director (Admn),
 Directorate of School Education, Perunthalaivar Kamarajar Centenary
 Educational Complex, Anna Nagar, Puducherry with Demand Draft towards
 the cost of Tender Fee for Rs.525/- drawn in favour of "The Deputy Director
 (Admn), Directorate of School Education, Puducherry 605 005" payable at
 Puducherry.
- Tender Fee of Rs.525/- is non-refundable.
- Tenderer(s) should also submit the original Demand Draft towards Earnest Money Deposit (EMD) i.e. Rs. 3,000/- by way of Demand Draft drawn in favour of "The Deputy Director (Admn), Directorate of School Education, Puducherry – 605 005, payable at Puducherry.
- The Earnest Money Deposit is non-interest bearing and is refundable to the unsuccessful tenderer.
- The Earnest Money Deposit will be returned to the successful tenderer only after completing the services in good and satisfactory manner.
- The Tenders submitted without the proof of Tender Fee and EMD will be rejected.

Important Note:

Tender Fee and E.M.D. in the form of Demand Draft in original shall be submitted in person or by post in sealed envelope superscribed as <u>"Tender Fee and EMD for providing outsourcing of 01 no. of Driver (LMV) to the Directorate of School Education"</u> so as to reach,

The Director,
Directorate of School Education,
Perunthalaivar Kamarajar Centenary Educational Complex,
Anna Nagar,
Puducherry- 605 005.

Latest by <u>14.10.2019 at 5.00 p.m.</u> Tender Fee / EMD received after the due date and time will not be entertained and will be summarily rejected. The office is not responsible for any postal/courier delay. The Tenderer(s) are requested to upload the papers according to the sequence given below:

- > Self attested copy of PAN card issued by the Income Tax Department with copy of filing of Income Tax Returns for the <u>last three financial years</u>.
- Self attested copy of Certificate of Registration and License.
- > Self attested Copy of Registration certificate issued by Labour Department, Puducherry.
- Self attested copy of EPF/ESI Registration Certificate and Registration Number along with copy of proof of payment of EPF/ESI for the <u>last three</u> financial years.
- Self attested copy of Goods and Service Tax Registration Certificate issued by Commercial Taxes Department, Puducherry with copy of proof of payment of GST returns.
- > Self attested copy of Tax clearance certificates (Income Tax) for <u>last three financial years</u>.
- Self attested copy of annual turnover of <u>last three financial years</u> supported by audited balance sheet
- ➤ Self attested copy of proof of experiences of <u>last three financial years</u> in various Departments / Offices / Schools / Colleges / Educational Institutions, etc..
- Any other documents available that will confirm the reliability of the firms.
- ➤ Self attested copy of Annexure-I, Annexure II, Annexure III and Annexure IV duly filled and signed by the Outsourcing Agencies / Firms.

NOTE: Photocopy of the above mentioned certificates should be submitted at the time of producing Tender Fee and EMD.

COVER 2: THE PRICE BID SHALL CONTAIN THE FOLLOWING:

- (i) Tender offer form Wages, GST, EPF, ESI, any other Tax for the service(s) shall be entered by the tenderer in the prescribed format given below.
- (ii) The bid shall contain only the price list. Any discrepancy in this regard will cause the rejection of Price list.

(iii) The Tenderer(s) should not quote the rate below the minimum wages prescribed by the Labour Department, Puducherry.

Description of	Break-up of details of the Rate (Minimum Wages, DA, EPF, ESIC, GST, any other charges, etc)				Unit Consolidated		
Manpower Services	Minimum wages @ Rs(not below minimum wages prescribe d by Labour Dept., Pdy)	DA @ Rs	EPF charges @ Rs%	ESI Charges @ Rs	GST Charges @ Rs%	Any other Charges @ Rs	Rate (Per man / per month) (in Rs.) (Rates quoted must be written in words also
SI.No.	1.	2.	3.	4.	5.	6.	7.
Driver							

TERMS AND CONDITIONS FOR PROVIDING 01 No. OF DRIVERS BY AGENCIES / FIRMS:-

On behalf of President of India, the Director, Directorate of School Education, Puducherry invites sealed Tender from the reputed Govt. approved outsourcing agencies / firms for providing 01 no. of Driver (LMV) to the Directorate of School Education, Perunthalaivar Kamarajar Centenary Educational Complex, Puducherry for the period of twelve months or one year from the date of signing of Agreement or until the services of Driver (LMV) are required by this Directorate.

TERMS AND CONDITIONS:-

- 1. The Bidder/Tenderer is required to provide the services of Driver strictly on 'Contract Basis' for a period of twelve months or one year from the date of commencement of services as per the agreement.
- 2. The services of driver is required for 10 hours daily (excluding lunch time of half an hour) on six days a week basis. The duty hour of driver will start from the actual time of reporting for duty intimated to him by authorised official of this Directorate and will end from the actual time of relieving from duty and will vary on day to day basis as per requirement of the Directorate. However, if need be, the driver can be called for duty at any hour and can be used beyond the daily limit of 10 hours and on Holidays/Sundays.
- 3. The Bidder/Tenderer is required to make payment of Minimum Wages, Statutory Payments like EPF, ESI etc., Overtime, if payable, and other payments as per the Tender Document to the Driver by submitting Monthly bills along with proof of Payment of Minimum Wages and other Statutory Charges.
- 4. The Bidder/Tenderer shall make all payments including minimum wages to the drivers deputed on or before 10th of every month along with Pay Slips to Individual Drivers through E-transaction and to submit copy of Pay Slips along with the monthly bills to this Office. The minimum wages will not be paid for leave/absence of driver if alternate driver is not provided by the Bidder/Tenderer.
- 5. The persons/drivers deployed, engaged by the Bidder/Tenderer are employees of the Bidder/Tenderer and deputed to this office only for the purpose of providing during services. The persons/drivers deployed shall be in sole employment of the Bidder/Tenderer and Bidder/Tenderer shall be solely and fully responsible for their acts, salaries, wages, remunerations and/or any other statutory or other payments. Under no circumstances this Directorate shall be liable for any payment or claim or compensation and in case any liability falls on this office for any reason, the Bidder/Tenderer shall keep this office indemnified against the same.

- 6. This Directorate shall have the right to deduct from the money/amount due to the Bidder/Tenderer, any sum required or estimated to be required, for making good the loss suffered by a driver deputed, by reason of non-fulfillment of the conditions of the contract of the benefit of the drivers, non-payment of wages or of deduction made from their wages which are not justified by the terms of the contract or non-observance of the Regulations.
- 7. The Bidder/Tenderer, on award of the contract, is required to submit the Driver details like age, father's name, residential address etc. The Police Verificiation Report in respect of the driver is required to be arranged, obtained and submitted to this Office by the Bidder/Tenderer at his own cost.
- 8. It is mandatory for the Bidder/Tenderer to deposit ESI and EPF Contribution in respect of drivers deputed in this office through a seperate Challan every month and submit a copy of the same duly certified, stamped and signed by authorised signatory as proof of payment to statutory authorities along with complete details of contribution deposited in respect of the driver on their letter head duly stamped and signed by authorised signatory.
- 9. Provide alternate driver, whenever the regular out-sourced driver deputed by them is not reporting for duty and/or on leave treating it as Mandatory Requirement as the office is making payment of Reliever/Leave Cost of the Bidder/Tenderer. In case of failure to provide alternate driver the Bidder/Tenderer should have to bear the penalty of Rs. 500/- per day as per the terms and conditions of the Tender Document and this office will not allow the Bidder/Tenderer to recover/deduct this penalty amount from the amount payable to the driver deputed by them.
- 10. The Driver should have a valid Driving Licence for driving four wheeler. The driver should be physically fit, and should not more than 40 years. The Driver should always carry original valid Driving Licence with him whilst on duty and follow all the traffic rules strictly. In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving Licence by Driver or for violating the traffic rules, the penalty imposed will be borne by the Bidder/Tenderer
- **11.** The driver, in addition to safe driving of the car, is expected to receive/alighten the occupants in a very respectful manner and would obey the instructions of the occupants.
- 12. The driver would wear well stitched and ironed uniform during duty hours as approved by this office and provided by the Bidder/Tenderer treating it as a mandatory requirement as Uniform Charges are being paid to the Bidder/Tenderer every month. A penalty of Rs. 25/- per occasion will be imposed, if the driver is found not wearing approved uniform.

- 13. The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by this office on the basis of duties given to him and produce the same to the concerned officials whenever demanded/required for record and other purposes. The calculations of wages payable will be made on the basis of entry in the Log Book duly signed by the User Officer.
- 14. The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition.

VALIDITY OF THE OFFER:-

The rates quoted will have to be valid for the entire contract period and no additional costs shall be charged.

NON-PERFORMANCE PENALTY: (PERFORMANCE GUARANTEE AND LIQUIDATED DAMAGES):-

In the event that the work awarded is not carried out in standard manner, the Director of School Education or his authorized representative reports that the performance is below the specified criteria, a recovery will be made proportionate to the extent of shortfall.

CANCELLATION OF CONTRACT:-

The Director, Directorate of School Education, Puducherry reserves all rights to cancel the work order placed on the successful tenderer if the tenderer commits a breach of any of the terms and conditions of the tender/work order. Also, if successful tenderer wants to withdraw the contract the tenderer should intimate the Department three months well in advance and three months aggregated amount shall be collected as compensation from the tenderer.

PAYMENT TERMS:-

Payment will be made on or before the tenth day of every succeeding month for the period of contract. The payment will be made in accordance with the terms and conditions laid above.

Annexure – I

- 1. I/We have read and examined the notice inviting tender for providing 01 no. of Driver (LMV) to the Directorate of School Education, Perunthalaivar Kamarajar Centenary Educational Complex, Puducherry. Specifications, requirements, directions referred to in terms and conditions of Contract / Agreement of the tender document for the service.
- 2. I / We hereby tender for providing 01 no. of Driver (LMV) specified in the Schedule and in accordance with all aspects of the terms and conditions and instructions of the tender notice.
- 3. A sum of Rs.500/- + GST@ 5% i.e. Rs. 525/- towards tender cost and Rs. 3,000/- towards EMD in the form of Demand Draft drawn from a Nationalized Bank in favour of "The Deputy Director (Admn.), Directorate of School Education, Puducherry 605 005" payable at Puducherry is enclosed.
- 4. I / We hereby declare that I / We shall treat the tender documents and other records connected as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We, am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of Department.
- 5. I / We agree that should I / We fail to commence/execute the service as specified in the agreement, the EMD mentioned in the form of invitation of tender shall be absolutely forfeited to the Government account and the same may at the option of Competent Authority to recover without prejudice to any other right or remedy available in law out of the deposit in the event of deficiency of any other money due to me / us under this contract or otherwise.

Signature of Tenderers

Name:

Name of the Agency: Address(s)

Annexure -II

PARTICUALRS OF THE AGENCY/FIRM

Affix duly Attested P.P. size recent photograph of the prospective bidder.

1. Name of the Agency/Firm	:
2. Status of the Agency/Firm	: Partnership/Pvt Ltd/ Public Ltd co
3. Registration No. issued by Labour D	epartment :
4. PAN Card No. issued by Income Tax	Dept. :
5. GST registration No.	:
Address of the Agency/Firm along with Phone No./fax No.	:
7. Year of Commencement and No.of \ of experience	ears :
8. Provident Fund Account No.	:
9. ESI Account No.	:
 Whether Driver (LMV) on contract h Provided to any other offices/depart with details 	· · · · · · · · · · · · · · · · · · ·
11. Total number of workers presently in the roll of the Agency/Firm	:
12. Total number of driver proposed To be engaged	:
13. Name of the Bankers	:
Place:	
Date:	Signature(s) of the Tenderer(s):
	Name :
	Name of the Agency/Firm with

full address:

ANNEXURE - III

(ON STAMP PAPER OF Rs. 100/-)

UNDERTAKING

The Director, Directorate of School Education, P.K.C.E.Complex, Puducherry.	
Name of the firm/Agency	
Name of the tender Due date:	
Sir,	

Tο

- 1. I/We hereby agree to abide by all terms and conditions laid down in the tender document.
- 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and shall be fully responsible for any violation.
- **4.** I/We shall provide trained Driver (LMV) to the Directorate of School Education

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No:

ANNEXURE-IV

(DIRECTORATE OF SCHOOL EDUCATION)

FORM OF AGREEMENT

THIS AGREEMENT is made on the day (Month) (Year) Between the President of India through THE DIRECTOR, DIRECTORATE OF SCHOOL EDUCATION (hereinafter called "the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND (Name and address of the contractor) through Shri, authorized representative (hereinafter called "the contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part. Under
which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide one Driver (LMV) to the Directorate of School Education.
NOW THIS AGREEMENT WITNESSETH as follows:-
1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
A. Terms and Conditions;B. Price Bid:C. Addendums, if any; andD. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute the services w.e.f as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.
IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and

the year first above written.

	-2-
For and on behalf of the Contractor	For and on behalf of the President of India
Signature of the authorized official	Signature of the authorized Officer
Name of the official	Name of the Officer
Stamp/Seal of the Contractor	Stamp/Seal of the Employer
By the saidName on behalf of the Contractor in the presence of:	By the saidName on behalf of the Employer in the presence of:
Witness	Witness
Name Address	Name Address
Telephone No:	Telephone No:

