



केन्द्रीय विद्यालय काशीपुर

KENDRIYA VIDYALAYA KASHIPUR

औद्योगिक आस्थान, बाजपुर रोड काशीपुर - २४४७१३
INDUSTRIAL ESTATE, BAZPUR ROAD KASHIPUR - 244713
Phone no: 05947-262050, 262366

पत्रांक संख्या.फ.VVN/केविका/2020-21

दिनांक: 26.09.2020

TENDER DOCUMENT

To,

Sub : "Inviting Bid for engaging Service Provider Firm/Agency for providing Manpower through service contract for Housekeeping Work, Security Services, Gardening Work & Data Entry Operator.

Sir/Madam,

The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by **Kendriya Vidyalaya Kashipur** from the reputed/registered Service Provider Firm for providing Manpower through service contract for Housekeeping Work, Security Services & Gardening Work, DEO initially for a period of 01 (one) year w.e.f. **01.11.2020**. The period may be further extended by one more year on the same terms and conditions if services found good but it is solely on the discretion of Principal KV Kashipur.

(A) "HOUSEKEEPING"

A. Area of the Premises:- Entire Vidyalaya Premises having several blocks, Staff Quarters and open areas as well as enclosed surrounding areas (Approx. 15 Acres Land). Parties are advised to see the location.

Address/Location of the:- Kendriya Vidyalaya, Industrial Estate, Bazpur Road, Kashipur
Pin Code-244713

B. Man Power Required:-

S. No.	Category of Manpower	Minimum qualifications or/and experience	Number of personnel required in the shifts	As per the following shifts
1.	Sweeper/ Workers for cleanliness	Middle Standard	04 (Four) (02 Male & 02 Female)	8 hours duty

NB: Total 04 [Four] Manpower per day considering **8 hours duty/per man/per day** for approx. 26 days in a month.

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

S. No.	Category of Manpower	Responsibilities
1.	Housekeeping Work	Housekeeping work of Entire Building and all the premises of the Vidyalaya.

(B)“SECURITY SERVICES”

A. Area of the Building : Complete Vidyalaya Building having several blocks and Staff Quarters and open areas as well as enclosed surrounding areas. Parties are advised to see the location.

Address/Location of the : Kendriya Vidyalaya, Industrial Estate, Bazpur Road, Kashipur
Pin Code-244713

B. Manpower Required :

S. No.	Category of Manpower	Minimum qual. or/and experience	Number of personnel required in the shifts	As per the following
1.	Security Guards - Without Arms	Middle Standard	03	<u>24 hours round the clock duty(08 hours x 03 Guard)</u>

NB: Total 03 Security Guards per day considering **8 hours duty/per man/per day** for full month.

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

S. No.	Category of Manpower	Responsibilities
1.	Security Guard	Round the Clock Security Service on rotation : [Per Guard/8 hours duty/per day]

(C)“GARDENING”

A. Area of the Premises : Entire Vidyalaya Premises having several blocks, Staff Quarters and open areas as well as enclosed surrounding areas (Approx. 15 Acres Land). Parties are advised to see the location.

Address/Location of the : Kendriya Vidyalaya, Industrial Estate, Bazpur Road, Kashipur
Pin Code-244713

B. Man Power Required :

S. No.	Category of Manpower	Minimum qualifications or/and experience	Number of personnel required in the shifts	As per the following shifts
1.	Gardener (Mali)- Agriculture Labour	Middle Standard	02 (Two)	8 hours duty

NB: Total 02 [Two] Gardeners per day considering **8 hours duty/per man/per day** for for approx. 26 days in a month

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

S. No.	Category of Manpower	Responsibilities
1.	Gardener (Unskilled)- Agriculture Labour	Daily maintenance of existing gardens, including cleaning, pruning, cutting, planting, adding manure watering daily, replacing of damage plants, arranging plants on the direction to develop new garden/lawn, creation and maintenance of Vermi Compost Pits and other similar nature of work as and when directed by the Vidyalaya Administration.

(D) "Data Entry Operator"

- A. Area of the Premises** : Office of Kendriya Vidyalaya, Kashipur
Address/Location of the : Kendriya Vidyalaya, Industrial Estate, Bazpur Road, Kashipur
Pin Code-244713
B. Man Power Required :

S. No.	Category of Manpower	Minimum qualifications or/and experience	Number of personnel required in the shifts	As per the following shifts
1.	Clerical-Industrial Worker	Intermediate with sound knowledge of computers and typing in Hindi & English	01 (One)	8 hours duty

NB: Total 01 [one] DEO-Clerk per day considering 8 hours duty/per man/per day for for approx. 26 days in a month

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

S. No.	Category of Manpower	Responsibilities
1.	Clerical-Industrial Worker	Routine Office works such as diary/dispatch, computer typing, TC writing, Tally, Fees related work, admission records, SR register and all such other office duties which may be entrusted by the Principal.

3. Quoted Price :

- (a) The Bidder shall quote unit rate, which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation only attached as **(Annexure-A)** in a separate well sealed envelope. The bidder shall furnish the information in the Technical Bid form attached at **Annexure "B"**, Failure to furnish the information will be treated as incomplete bid. The bidder may quote minimum 1% (one) service charges below which the tender will be rejected.
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) Hourly rate of OTA should not exceed $\frac{\text{Monthly Remuneration}}{30 \times 8}$.
- (d) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (e) Correction if any shall be made by crossing out, initialing, dating and rewriting.
- (f) The Bidder shall deposit **Rs. 13,000/- (Rs. Thirteen Thousand only)** for Housekeeping + **Rs. 17,000/- (Rs. Seventeen Thousand only)** for Security Guard + **Rs. 5,000/- (Rs. Five Thousand only)** for Gardening [Total **Rs. 35,000/- (Rs. Thirty Five Thousand only)**] in the form of Demand Draft/ Pay Order/RTGS/NEFT/Bank Transfer in favour of "Vidyalaya Vikas Nidhi A/c., Kendriya Vidyalaya, Kashipur", payable at Kashipur as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract. Vidyalaya Vikas Nidhi Account No. 524002050000009, IFSC Code-UBIN0552402, Union Bank of India, Bazpur Road, Kashipur The proof of submitting EMD in bank through RTGS/NEFT/Bank Transfer must be attached with quotation/tender. Cash and cheque will not be accepted and tender will be treated as **unresponsive in that case.**

- (g) Cost of tender form of Rs.500/-(Rs. Five Hundred only)(non refundable) should be submitted alongwith Tender in the form of Demand Draft/Pay order RTGS/NEFT/Bank Transfer in favour of "Vidyalaya Vikas Nidhi A/c., Kendriya Vidyalaya, Kashipur", payable at Kashipur (Vidyalaya Vikas Nidhi Account No. 524002050000009, IFSC Code-UBIN0552402, Union Bank of India, Bazpur Road, Kashipur)
- (h) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of 10% of Annual charges valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (i) Telex or Facsimile Bids are not acceptable.

4. **Each Bidder must submit only one Bid.**

5. **Validity of Bid:**

The Bid shall remain valid for a period not less than One year after the deadline fixed for submission of Bids.

6. **Terms and Conditions:**

(a) The remuneration to firm shall be disbursed through RTGS/NEFT/Bank transfer in favour of the firm engaged for the purpose at Vidyalaya's premises .

(b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to this Vidyalaya as per the monthly remuneration and OTA charges quoted without any deduction only through RTGS/NEFT/Bank transfer (NOT CASH & CHEQUES) and the proof of same has to be submitted alongwith the bill.

(c) The Contracting Agency will submit the invoice alongwith proof of disbursement in triplicate after making the payment to the employees provided to the office of Kendriya Vidyalaya Kashipur supported with the following documents :-

(i) **Details of disbursement made to the staff furnishing RTGS/NEFT/Bank transfer details for each payment ;**

(ii) Proof of payment of statutory obligation such as EPF, ESI (with certified copy of list submitted to respective department of deployed manpower against whom the amount is deposited), Service Tax and any other applicable tax.

(iii) Payment to the Contracting agency will be released within 15 working days from the date of the receipt of the invoice/bill, positively.

(d) The Contracting Agency will provide Identity Card to all the employees deputed as per the format suggested by the Indenting Office, valid for the period of contract.

(e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.

FOR HOUSEKEEPING:-

(f) The normal office hours of KV Kashipur is from 07 am to 05 pm six days from Monday to Saturday. However, the Contracting Agency will provide the housekeeping services according to the duty timing shown at pre-pages/above. KV Kashipur also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by this Vidyalaya as per the rate quoted. However, overtime hours in a month will not exceed 54 hours.

FOR SECURITY GUARD:-

The normal office hours of KV Kashipur is from 07 am to 05 pm six days from Monday to Saturday. However, the Contracting Agency will provide the security services round the clock all the days in a month according to the duty timing shown at pre-pages/above. KV Kashipur also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by this Vidyalaya as per the rate quoted. However, overtime hours in a month will not exceed 54 hours.

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FOR GARDENING:-

The normal office hours of KV Kashipur is from 07 am to 05 pm six days from Monday to Saturday. However, the Contracting Agency will provide the gardening services according to the duty timing shown at pre-pages/above. KV Kashipur also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by this Vidyalaya as per the rate quoted. However, overtime hours in a month will not exceed 54 hours.

FOR DATA ENTRY OPERATOR:-

The normal office hours of KV Kashipur is from 07 am to 05 pm six days from Monday to Saturday. However, the Contracting Agency will provide the DEO services according to the duty timing shown at pre-pages/above. KV Kashipur also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by this Vidyalaya as per the rate quoted. However, overtime hours in a month will not exceed 54 hours.

- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

Total Monthly Remuneration = Monthly Remuneration – A₁

$$\text{where } A_1 = \frac{\text{Monthly Remuneration}}{\text{Numbers of days in the month}} \times \text{Numbers of days of absence}$$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV Kashipur. Therefore, minimum 05 (five) bio-data shall be made available. The candidate/s may be invited for personal discussion also for which no Conveyance or any other charges will be paid by KV Kashipur. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence/unsuitability for the Vidyalaya shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya Kashipur, who is Intending Office, as per the Modal Contract with terms & conditions enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Modal Agreement. The Agency shall not engage any sub-contractor or transfer the contract to any other person. **(ANNEXURE-E)**
- (j) In case of any loss, theft/sabotage caused by/attribution to the personnel deployed, the KV Kashipur reserves the right to claim and recover damages from Contracting Agency.
- (k) The antecedents (past history) of all the workers will be got verified from the police by the Contracting Agency and a proof thereof should be submitted to this Vidyalaya before their deployment.
- (l) The Contracting Agency will deploy the trained/professional manpower, who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the manpower are free from AIDS or any other infectious disease before deployment for work, certificate of the same from the doctor should be submitted to the Vidyalaya.

FOR HOUSEKEEPING:-

- (m) The Contracting Agency shall maintain records of works and materials related with housekeeping work with proper check on the same as per instructions given from time to time by this Vidyalaya.

FOR SECURITY GUARD:-

The KV Kashipur shall provide a small guard room/space at each gate for Security Guards/Supervisor deployed by the Contracting Agency. No name plate/board of agency shall be allowed on the room and nobody will be allowed to stay in the guard room/space except the staff of Contracting Agency on duty.

FOR GARDENING:-

The Contracting Agency shall maintain records of works and materials related with gardening work with proper check on the same as per instructions given from time to time by this Vidyalaya.

The Contracting Agency shall provide to their personnel with impressive summer uniform as well as winter uniform with insignia. The incidentals, such as, belt, shoes, socks, caps etc. shall be borne/supplied by the Agency at its cost.

7. **Evaluation of Bid :**

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

The bid will be treated as non-responsive, if following documents are not attached :-

- (a) Copy of proof of registration of the agency with Labour Department of State/Central Govt.
 - (b) Brief profile of the company and evidence to establish that the bidder has minimum experience of three years in cleaning/sweeping.
 - (c) Brief profile of the company and evidence to establish that the bidder has minimum experience of three years in Security Services. (attach PSARA certificate)
 - (d) The agency is required to produce latest solvency certificate from a scheduled bank for an amount **not less than Rs. 5 Lakhs**.
 - (e) The agency should have 20 personnel including supervisors on their regular rolls, a proof of which is required to be produced.
 - (f) Audited Balance sheet & Profit and Loss Account for last three years.
 - (g) List of clientele during last 3 years alongwith cost of assignment.
 - (i) PAN No. and Current IT clearance certificate.
 - (j) Attested copy of proof of EPF registration.
 - (k) Attested copy of proof of ESI registration.
 - (l) Necessary license/authorization/permission in respect of providing manpower for housekeeping work, Security Guard & Gardening work as prescribed by the State/District Administrative authorities as well as by the Govt. of India.
 - (m) **A current wage rate circular issued by the competent authority may be attached alongwith bid.**
- (ii) Remuneration of staff, quoted below minimum wages applicable for engaging manpower for concerned services, in Utrakhanad **WHERE BOTH CENTRAL AND STATE GOVERNMENT HAS FIXED THE MINIMUM RATES OF WAGES (THE RATE OF WAGES WHICHEVER IS HIGHER WILL BE APPLICABLE)** shall render the Bid disqualified for evaluation.

8. **Award of Contract:**

(a) The committee will evaluate the Bid on the basis of the following criteria: -

S.No.	Area of Evaluation	Maximum Marks	Marks Awarded
1.	Financial turnover supported by bank statement/Balance sheet during last 3 years (a) Below 50 Lakhs - 0 Marks (b) 50 lakhs to 1 crore - 2 Marks each year (c) 1 crore to 1.5 crore - 3 Marks each year (d) Above 1.5 crore - 5 Marks each year	15	
2.	ITR last three years - 10 Marks each year	30	
3.	No. of clients served per year for last 3 years in : - (a) Govt/PSU/KVs - 2 Marks per year per client (b) Private - 1 Mark per year per client	30	
4.	Fulfillment of statutory provision as per Govt. norms as given in Technical Bid in Annexure "B"	20	
5.	Recognition (attach proof) <i>EPF / ESI / Payment Proof Aug 2020</i>	5	
	TOTAL	100	

(b) Fullfillment of statutory provision as per Govt. norms is mandatory failing which tender will be rejected, inspite of firm getting higher marks in above evaluation tool.

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- (c) The Indenter will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest price in Financial Bid. If two or more firms are equal in Financial Bid, the firm who got more marks in the evaluation tool will be awarded the contract.
- (d) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (e) The indenter, prior to the expiration of the Bid validity period, will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (f) The Contract can be terminated by the 1st Party (Kendriya Vidyalaya Kashipur) at any time without assigning any reason. The 2nd Party (Contractor), if so desires, may terminate the Contract by giving one month's notice.
- (g) Notwithstanding the above, the Indenter reserves the right to accept or reject all bids and to cancel the bidding process and reject all bids at any time prior to the award of the contract.

किसी भी कर्मचारी को बदलने/लगाने से पूर्व प्राचार्य की अनुमति लेना अनिवार्य है। प्राचार्य की अनुमति के उपरान्त बदलने/लगाने जानेवाले कर्मचारी का बायोडाटा, पुलिस सत्यापन, आधार कार्ड एवं पहचान पत्र प्राचार्य को तुरन्त उपलब्ध करायें।

9. **Last date and time of receipt of Bids-**

You are requested to submit the Sealed Bids through **Registered/Speed Post/Courier OR By hand in the TENDER BOX** superscribed on the envelopes as "**Bids for providing manpower for Housekeeping Services, Security Services, Gardening services & DEO on service charge basis**" on or before 12.10.2020 by 01.00 PM alongwith attested copies of necessary documents, EMD & Tender cost money. The tenders will be opened on **12.10.2020 at 01.30 PM** in the presence of bidders. If the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited/opened on the next working day. Other terms and conditions and the time schedule remaining unchanged. No tender shall be accepted after stipulated date & time.

This Vidyalaya looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the KVS.

Yours faithfully,



(Chetan Arora)
Principal

Encl:- As above.

Total Pages - 16 (Sixteen)

FORMAT OF BID

(All figures in Rs.)

S. No.	Category of Manpower	Number of Manpower	Unit Daily Rate	Unit monthly remuneration	EPF rate ()%	ESI Rate ()%	Service charges including overhead, uniform allowance and profit (Percentage (%) of Col. No. 5)	Monthly unit rate (5+6+7+8)
1	2	3	4	5	6	7	8	9
1	Security Guards – Without Arms (Rates quoted for full month)	Per Man			Value of 0.50 may be round off to Next Rupee	Value of 0.50 may be round off to Next Rupee	Value of 0.50 may be round off to Next Rupee	Value of 0.50 may be round off to Next Rupee
2.	Sweepers (Rates quoted for 26 days) without Material	Per Man						
3.	Mali (Rates quoted for 26 days) without Material	Per Man						
4.	Data Entry Operator (Rates quoted for per day)	Per Man						

NOTE:-

- (1) WHERE BOTH CENTRAL AND STATE GOVERNMENT HAVE FIXED THE MINIMUM RATES OF WAGES , THE RATE OF WAGES WHICHEVER IS HIGHER WILL BE APPLICABLE. THE BIDDER SHOULD NOT QUOTE RATES LESS THAN THE MINIMUM WAGES RATES PRESCRIBED. OTHER WISE QUOTATION WILL NOT BE ACCEPTED.
- (2) Quoting of Service charges is compulsory. The Bidder may quote minimum 1% service charges, below which the tender will be rejected.
- (3) Payment of service tax is exempted under section 93(1) of the Finance Act,1994(Circular No. 172/7/2013-ST Govt. of India, Ministry of Finance Deptt. of Revenue Central Board of Excise & Customs Tax Research Unit order No. B1/14/2013-TRU, dated 19.09.2013.
- (4) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (5) TDS will be deducted as per rules.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs.....(Rupees.....) is furnished herewith vide Bank Draft No.....dated.....drawn on.....

(Bidder)

Signature.....
Name.....
Date & Time.....

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TECHNICAL BID

1.	Name of Agency/Firm	
2.	Nature of the concern (i.e. Sole Proprietor or Partnership firm or Company or a Govt. Department or a Public Sector Organization) valid supporting documents as per act may be attached.	
3.	Full address of Registered Office, Telephone No. Fax No. & e-mail address	
4.	Full address of Operating/Branch Office, Telephone No. Fax No. & e-mail address.	
5.	Attach Bankers Certificate of maintenance of account for last 3 years and copy of first page of Passbook having account details and address of firm	
6.	Registration No./ License No. of the Agency (Attach attested copy of the Registration)	
7.	GST Registration No. (attach attest copy of the registration)	
8.	PAN No. of the Agency (Attach copy of the PAN card)	
9.	EPF Registration No. (Attach copy)	
10.	ESI Registration No. (Attach copy)	
11.	PSARA Liceance in Uttarakhand.(Attach Copy)	
12.	Affidavit that firm is not blacklisted by any client in last 5 years	
13.	Total No. of employees in the agency	
14.	Earnest Money of Rs. 35,000/- (Mention DD/Bankers Cheque No. Date and amount etc.)	
15.	Tender Fee of Rs. 500/- (Mention DD/Bankers Cheque No. Date and amount etc.)	

DECLARATION

1. I, Son/Daughter/Wife of Sh.
Proprietor/Director/authorized signatory of the Agency mentioned above is competent to sign this declaration and execute this tender documents.
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 the above application are true and authentic to the best of my knowledge and belief. I/We well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I, hereby undertake to work at L-1 rates as per the terms and conditions given in the tender documents.

Date :

Signature of the Bidder

Name

Place :

Seal.....

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EVALUATION TOOLS

(Attested copy of the work award for last three years may be enclosed)

Sl.No.	Areas of Evaluation	Year	Amount/Nos.	Remarks
1.	Financial Turnover supported by Complete Balance Sheet during last 3 years i. Below 50 Lakhs -0 Marks ii. 50 Lakhs to 1 Crore- 2 Marks each year iii. 1 Crore to 1.5 Crore- 3 Marks each year iv. Above 1.5 Crore-5 Marks each year	2017-18		Attested copy enclosed
		2018-19		
		2019-20		
2.	ITR last three years supported by Form 16- 10 Marks each year	2017-18		Attested copy enclosed
		2018-19		
		2019-20		
3.	No. of Clients Served per year for last 3 years in :- (i) Govt/PSU/KVs-2 Marks per year per client (ii) Private-1 Marks per year per client	2017-18		As per Annexure-D
		2018-19		
		2019-20		
4.	Fulfilment of Statutory provision as per Govt.Norms as given in Technical Bid	-		
5.	Payment of EPF, ESI and disbursement made to the staff through RTGS/NEFT for the month of Aug 2020 (Proof of All above parameters to be enclosed).	-		

Date.....

Signature of the Bidder

Name.....

Seal.....

Place.....

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AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES FOR CONSERVANCY, SECURITY AND GARDENING IN KENDRIYA VIDYALAYA

This agreement is made the ___ day of ___ of ___ between Kendriya Vidyalaya (Name of the Vidyalaya) (hereinafter called the Vidyalaya) of the one part and (hereinafter called the Contractor) of the other part.

Whereas, the Vidyalaya desires to have certain services as mentioned in the Appendix-I/II/III to this Agreement executed on the basis of specification/schedule/ rates and each of which documents has been kept signed in duplicate by on behalf of the parties hereto for the purpose of identification and shall be treated as part or parts of this Agreement.

Now, it is hereby agreed by and between the parties, as follows:

1. For the consideration hereinafter mentioned, the contractor shall, upon and subject to the condition annexed hereto, execute and complete the works as shown and described.
2. That this Agreement/contract is valid for a period of _____.
3. The Vidyalaya will pay the contractor a lump-sum amount of Rs. _____ (Rs. _____) for such other sum as shall become due and payable hereunder in accordance with the rates or acceptance of the schedule of rates at the time and in the manner specified in the conditions:-

CONDITIONS:-

1. The said contractor shall execute/provide the services as mentioned in Appendix-I/II/III with his own efforts and labour according to the directions of the Vidyalaya or its duly appointed person/agent given from time to time.
2. The said contractor shall during the currency of the Agreement provide such labour as is required for carrying out the services as contained in the Appendix I/II/III.
3. The said contractor shall execute the said services under his direct personal supervision and in the best workman like manner and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya, which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
4. The Vidyalaya shall pay to the said contractor on the ___ day of ___ each month against his running bills 50% of such sum as he claims or entitled to on the satisfaction of the services rendered and according to the approved rates mentioned in the schedule/rates appended hereto.
5. The Vidyalaya shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.
6. All moneys which the said contractor shall be liable to pay to the Vidyalaya

on account of the breach of this agreement/contract or on any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which may be due to the said contractor on account of the carrying out the services of the contractor.

7. The contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by the students or employees of the Vidyalaya or anyone else in the Vidyalaya, caused directly or indirectly by anyone in the employment of the contractor or any person claiming to be employed with the contractor or any person claiming to be the agent of the contractor etc. while in or upon the services being rendered out of any act, default or negligence, error in judgement on his part.

8. The Vidyalaya shall be entitled to determine this agreement/contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and/or neglects to carry out instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the Vidyalaya regarding the performance and proper execution of the services.

9. In case of termination of this Agreement or Contract and/or discharge of the contractor as here-in-before stipulated, the Vidyalaya shall be entitled to appoint a new contractor or contractors to continue according to the Vidyalaya's specifications and authorise the contractor/contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interest whatsoever under this Agreement or Contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of all his bills.

10. The contractor shall, at all point of time, during the currency of the Agreement/Contract, follow the laws applicable for the purpose of carrying out the services for the Vidyalaya.

11. The Contractor shall carry out any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.

12. In case any dispute or difference shall arise between the parties during the currency of or after the agreement/contract has come to an end after the period of this agreement gets over which ever is earlier or abandonment of the work/services as to the meaning of this contract or touching or relating either to the services or to any other matter or thing arising directly or indirectly under this agreement/contract, then, and in such an event, the same shall be referred to Arbitrator and the final decision of a single Arbitrator to be appointed by the Vidyalaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

In witness whereof the said Vidyalaya and the Contractor have hereto respectively signed on the ___ day ___ and month and ___ year.

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Annexure I
TERMS AND CONDITIONS FOR CLEANING/SWEEPING/JOBS ETC.
FOR KENDRIYA VIDYALAYA

1. Name of the K.V. : ✓
2. Address/Location of the Building :
3. Area of the Building : including open space
4. No. of days during the month for which the Services are required : All days except Sunday and Gazetted holidays, unless otherwise required on written requisition. Additional charges for cleaning/sweeping etc. on holiday(s) whenever required will be payable.

SCOPE OF WORK

A. Daily Work (from 7 A.M. to 12.30 P.M. and 1.30 P.M. to 5.30 P.M. or as may be decided by the Vkyalaya).

- (1) Sweeping of entire area of the school building and surrounding of building and collection of all waste material and disposal of the same as per instructions of the Principal.
- (2) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. Spray of fill etc. in the rooms for keeping their rooms free from mosquitoes, flies etc.
- (3) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.
- (4) Cleaning of carpets, Durries etc.
- (5) In case of shortage of water or non-availability of water, bringing water from outside for cleaning.
- (6) Sweeping and cleaning of open areas, roads, passage, lawns, etc. within the boundary of the Kendriya Vidyalaya.
- (7) Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows in class-rooms, all other rooms and other spaces of the school everyday before opening of the school.

- (8) Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphtholene balls/cakes and odonit cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available near each washbasin in the building.
 - (9) The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
 - (10) All complaints of leakage in the GI & C/Pipes etc. are also to be attended within 24 hours.
- B. Items of Work to be Done Generally Once in a Week**

- (1) Washing and scrubbing of floor areas with detergents and dirt removing agent.
- (2) Acid cleaning of sanitary wades, without damaging their shines.
- (3) Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- (4) Cleaning of filled surfaces in the corridors and staircases.
- (5) Cleaning of water storage tanks and water coolers, if any.
- (6) Polishing of brass, name plates and number plates and cleaning of all other name plates/boards.
- (7) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition panelling etc.
- (8) Removal of cobwebs in all rooms and other spaces of the school.

C. Requirements from the Staff of the Agency: their Duties: Behaviour etc.

- (1) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- (2) The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
- (3) The contractor's workers shall be polite, courteous, well behaved and honest.
- (4) The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- (5) The antecedents of all the workers will be got verified from police by the agency before deployment for work.
- (6) The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.

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(7) The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor's workers.

(8) The Contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages prescribed by the State Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.

(9) Insurance and accident risks of the workers will be the responsibility of the Contractor.

(10) All the workers of the Contractor shall be free from infectious diseases.

(11) The Contractor will ensure that proper licence/permission from the concerned authorities, wherever applicable, are obtained promptly.

(12) The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.

(13) The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.

(14) The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

D. General Conditions:

(1) Agreement: For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the Contractor.

(2) Terms of Payment: The Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya "that the work has been done satisfactorily". In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

(3) Room Facility: The Kendriya Vidyalaya shall provide a small room/space for the supervisor and storage of material etc. to the contractor free of cost during the period of contract. No name plate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

E. Notice of Termination of Contract

(1) The contract can be terminated without assigning any reasons by giving two months notice in writing by either side.

F. Stock and Supplies

The contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyle, detergent, odonil, naphtholine balls etc. so as to meet normal requirement. The contractor shall not be permitted to stop supplying any items for any reason.

G. Supervision

The contractor shall authorise a person to supervise the cleaning and maintenance service who will report to the designated officer or any other office of the Kendriya Vidyalaya so authorised as and when he is required to do so by the Kendriya Vidyalaya.

H. Rates

Rates must be fixed on per week basis for the whole unit (covered area, open area, surroundings, stairs, lobbies, corridors, toilets, etc.) and for all items of work including cost of material. At times when work is taken for a period less than a week because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

I. Arbitration

In case of any dispute between the Contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act, 1940.

J. Jurisdiction

The courts at the station will have jurisdiction over all legal disputes under this agreement.

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Annexure II
TERMS AND CONDITIONS FOR SECURITY SERVICES

1. Name of K.V.
2. Address/Location
3. Area of the Building/other Details
4. No. of days during the month: All the days including holidays and round the clock.

SCOPE OF WORK

Providing round the clock security services

Terms and Conditions to be Executed between the Agency and Kendriya Vidyalaya for Providing Security Services

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/premises located at _____ with effect from _____.
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available others can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
6. The relationship fee for providing security services will be as per the rates prescribed by the Director General Resettlement/Distt. Soldier Board or any other body of Ex-Servicemen, recognised for the purpose by the State Govt., as the case may be.
7. That the tenure of the service agreement shall be initially for a period of one year with effect from _____ and thereafter it shall continue till either

side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.

8. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.

9. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya _____ as per the Indian Arbitration Act. The seat of the arbitration shall be at _____ and the proceedings shall be governed by the Indian Arbitration Act, 1940.

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Annexure III

TERMS AND CONDITIONS FOR PROVIDING SERVICES OF GARDENING IN THE VIDYALAYA

1. Name of K.V.
2. Address/Location
3. Area of the Building/other Details
4. No. of days during the month: All working days and as described by the Vidyalyaya

SCOPE OF WORK

Maintenance and upkeep of gardens, play-fields and compound of the Vidyalyaya.

Terms and Conditions for Providing Services of Gardening in the Vidyalyaya

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalyaya premises located at _____ with effect from _____.
2. That the agency would engage, employ and provide the requisite number of trained gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property, etc. for negligence of the persons employed by it.
4. That the Agency shall provide complete continuous gardening measures throughout the year to the Vidyalyaya by changing the personnel in relation or replacement if necessary.
5. That the Vidyalyaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the Contract.
6. That the tenure of the service agreement shall be initially for a period of one year with effect from _____ and thereafter it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That the Vidyalyaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in

8. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalyaya _____ as per the Indian Arbitration Act. The seat of the arbitration shall be at _____ and the proceedings shall be governed by the Indian Arbitration Act, 1940.

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