

# KENDRIYA VIDYALAYA .....

## TENDER DOCUMENT

**Subject: Inviting Bid for engaging Service Provider Firms for providing Manpower through service contract.**

DATE & TIME OF ISSUE OF TENDER DOCUMENT	.....2022 to .....2022 (10 AM to 01.00 PM)
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENTS	.....2022 to .....2022 (10 AM to 01.00 PM)
DATE & TIME FOR OPENING OF TENDER DOCUMENTS - <b>TECHNICAL/ FINANCIAL BID</b>	.....2022 at 11:00 AM.

**(This Tender Document contains 17 pages (from 01 to 17))**

1. 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/State Govt. Employees among others.
2. Sealed competitive Bids are invited by the Kendriya Vidyalaya, Harsinghpura from the reputed/registered Consultant / Service Provider Firm for providing Manpower through service contract initially for a period of **01 (one) year w.e.f. 01.07.2022.**

S. no.	Category of Manpower/	Nos	Age	Minimum qualifications or/and experience
1.	Securities Guards (without Arms) for round the clock Security Service	03 Male (on rotation basis for round the clock security services)	Should be above 18 Years of Age	Must be physically fit and mentally sound and should be fit to work even in odd hours.
2.	Unskilled worker (Gardening)	02 Male	Should be above 18 Years of Age	Must be physically fit and mentally sound and should be fit work even in odd hours. The person who will be deployed as Gardener should have knowledge about gardening.
3.	Unskilled worker (Cleaning & Sweeping Services)	03 (Preference to Female)		

3. The tender is invited under two bid system i.e. Technical Bid & financial Bid. The interested Service Provider is advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to Kendriya Vidyalaya Harsinghpura and "Financial Bid for Providing Manpower Services to Kendriya Vidyalaya Harsinghpura". Both sealed envelopes should be kept in a sealed envelope scribing "**Tender for Providing Manpower for Security, Cleaning & Sweeping and Gardening Services to Kendriya Vidyalaya Harsinghpura**".
4. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft/ pay order drawn in the favour of "**PRINCIPAL, KENDRIYA VIDYALAYA HARSINGHPURA Vidyalaya Vikas Nidhi A/C**" payable at HARSINGHPURA **should accompany the Technical Bid** failing which the tender application shall be rejected summarily.

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

**5. SCOPE OF WORK AND GENERAL INSTRUCTION FOR TENDERER FOR PROVIDING HOUSEKEEPING/GARDENING/SECURITY SERVICES**

1. Name of KV : **Kendriya Vidyalaya Harsinghpura**.
2. **Address for Correspondence / Location of Building:** Kendriya Vidyalaya Harsinghpura, P.O. PUNDRI, DIST. KARNAL, HARYANA-132114
3. Total Area : 11 Acres approx.

(Office Block, Primary Block, Class Rooms, Cycle /scooter/ Car Stands. Play Ground, Garden and open space near buildings/rooms)

The Area/ compound is surrounded by a boundary wall with One main gate.

(The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents).

**A. SECURITIES: SCOPE OF WORK:**

- a. The agency is to provide security services/watch and ward services for the campus of Kendriya Vidyalaya for a period of ONE YEAR
- b. The services will be provided on **24 hours basis on all working days, non-working days** inclusive of Sundays and holidays.
- c. **Only UNARMED**, Ex-serviceman/ Ex paramilitary personnel/ Civilian Guards in proper uniform with verified antecedents will be employed.
- d. **THREE unarmed guards** in uniform with 01 each shift will be provided on 8 hours per security. First shift ( 6 AM to 2 PM) and remaining 2 shifts (2 PM to 10 PM and 10 PM to 6 AM).
- e. All security guards shall be in **proper uniform** and **mandatorily be equipped with Torch, Lathi, whistle etc**. The agency will be responsible for payment to these guards/security personnel. No payment or honorarium what so ever will be paid by Vidyalaya to the security personnel deployed by the agency.
- f. The agency will be responsible for ensuring proper conduct and discipline of the security personnel. Principal/VMC will have the right to direct the agency to remove/change any security guard without assigning any reasons.
- g. The agency will be responsible for taking all possible measures to safeguard the property, building and Vidyalaya premises. The agency will be held responsible for any loss of property due to negligence or failure to provide adequate security and will be liable to pay compensation. The agency will also be responsible for losses due to the negligence on the part of personnel employed by it.
- h. The security staff employed will be responsible for locking and opening of all class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the Vidyalaya. The security staff will also be responsible for checking of water taps if left open. Any property left outside by school staff in any class room or office left unlocked by school staff should be reported to the Principal immediately. The Principal/VMC will have the right to assign any other security/safety related duties to the security staff employed by the agency.

**B. GARDENER : SCOPE OF WORK:**

- a. The contractor is to employ adequate Two trained gardener for providing gardening services in the entire Vidyalaya campus - entrance area & potted plants, lawn etc.
- b. The Gardener / Housekeeping employees should be deployed for all days of the month

except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for cleaning/sweeping, etc on holiday(s) whenever required will be paid on pro-rata basis.

- c. Developing Lawns & Gardens of the Vidyalaya by cutting of grass & bushes, cleaning of weeds & hedges, putting annual and seasonal flower plants and ornamental plants, watering, cutting and pruning of plants.
- d. Maintaining of the lawns and gardens by watering, cutting, pruning & weeding, putting new annual and seasonal flower plants and ornamental plants, and putting pesticides and manure, ant termite treatment with termiticides etc., as the sole responsibility of the agency.
- e. All sorts of tools and implements and other materials needed for the maintenance of the lawns and gardens will be provided by the Vidyalaya.
- f. Wild growth of grass, bushes and trees in the lawn, sports ground, staff quarters and entrance area is to be cut regularly and disposed off away at a place acceptable to Municipal committee.
- g. All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted /replaced.
- h. All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.
- i. Adequate quantity of manure, pesticide and herbicides to be provided by the contractor to ensure good growth of plants.
- j. The contractor is also to provide special services not spelled out above in relation to gardening service which may be asked by Principal or committee framed to supervise the gardening services, in the interest of Vidyalaya
- k. 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.
- l. **STOCK AND SUPPLIES**  
**The contractor shall maintain sufficient stocks of various items such as the garden implements like spades, Belchas, Garden Pipes, Manure, Sprinklers, brooms, lawn movers, baskets etc. so as to meet normal requirements. The contractor shall not be permitted to stop supplying any items for any reasons.**
- m. The Principal /monitoring committee will decide the adequacy of any such item in garden. The contractor will be bound by such decision.

**C. CONSERVANCY (Cleaning & Sweeping Services) : SCOPE OF WORK :**

- a. In general, the scope of work involves sweeping of entire of the school building and surroundings of the building and collection of all waste material and disposal of the same as per instructions of the Principal. The safaiwalas are to be available at the Vidyalaya as per the followings timing for work or as may be decided by the Vidyalaya:

**ON ALL WORKING DAYS                      07:30 AM to 3:30 PM**

**DAILY WORK**

- b. The Contractor will be responsible for the following jobs daily through his employees:-
  - i. Cleaning of the floor area of all class rooms, corridors, offices & stair case, varandah etc. with wet floor dusters, detergent, disinfectants (branded & ISI mark) etc., once in the morning before opening of the Kendriya Vidyalaya and thereafter after interval especially in the areas like corridors, stairs reception etc.
  - ii. Spraying of hygiene chemicals /disinfectants in the rooms for keeping the rooms free from mosquitoes flies etc.
  - iii. **Cleaning and washing of toilets and urinals using acids, phenyl, detergents and disinfectants once in the morning and again in the afternoon and after school hours (3 Times) or as may be specified by the Principal & committee formed for this purpose.**

- iv. **Provision of soap and liquid soap in the toilets** and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available in each toilet in the building.
- v. Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirahs and doors and windows in class-rooms, all other rooms and other spaces of the school every day before opening of the school.
- vi. Cleaning of durries, carpets, curtains, venation blend, Library racks, and other stores and material of Vidyalaya.
- vii. Sweeping and cleaning of open areas, roads, passages, prayer ground, lawns etc. within the boundary of the Kendriya Vidyalaya. The garbage and foliage so collected is to be disposed off away from the Vidyalaya at specific places earmarked by the Principal.
- viii. Regular cleaning of taps, blocked commodes, urinals, drains etc. All blockages are to be attended to immediately and cleared within 24hours of notice of complaint.
- ix. Immediate attendance to leakage in GI, or CI pipes and repair/rectification within 24 hours.
- x.

#### **WEEKLY WORK**

- C. The contractor will be responsible for the getting the following jobs done through his employees once a week:-
  - I. Washing and scrubbing of floor areas with detergents and dirt removing agents (standard ISI mark & branded).
  - II. Acid cleaning of sanitary wares, without damaging their shines.
  - III. Removing stains from floor, doors and partitions by using surf or any suitable detergent without leaving any undesirable post cleaning marks.
  - IV. Cleaning of filled surfaces in the corridors and staircases by removing/shifting furniture, notice boards etc.
  - V. Polishing of brass nameplates and numbers plates and cleaning of all other name plates/boards.
  - VI. Dusting and cleaning of fans, electrical fittings, window panes etc with glass cleaning chemical agents and cleaning of partitions/paneling etc.
  - VII. Removal of cobwebs in all rooms and other spaces of the school.

#### **QUARTERLY WORK**

- D. The contractor will be responsible for getting the following jobs done once in 03 months or earlier if required on instruction of Principal or monitoring committee:-
  - i. Cleaning of overhead water tanks ( RCC tanks, sintex tanks), all water coolers and any other water storage reservoir & roof cleaning.
  - ii. After cleaning such water storage tanks, date of cleaning is to be painted with paint on each tank.

#### **6. Quoted Bid**

- (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 (**Annexure – Financial Bid**).
- (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 monthly remuneration  
**30X8**

- (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.**10000/- Ten Thousand only** DD / Pay Order drawn in favour of **Principal, Kendriya Vidyalaya HARSINGHPURA VVN A/c**, payable at **HARSINGHPURA** as earnest money. The earnest money shall be returned within one month after opening of tender.
- (g) Telex or Facsimile/ E-mail/ Fax Bids will be summarily rejected.
- (h) The successful tendered will have to deposit **Performance Security Deposit (SD)** of **Rs. 1,00,000/- (One Lakh only)** in the form of an Account payee **Demand Draft**. The performance security should remain valid for a period of **90 (ninety) days** beyond the date of cessation of the contract for initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tendered.
- (i) **Conditional bids shall not be considered and will be out rightly rejected.**
- (j) All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Bid Form. In no case should there be any change in the format of the bid. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Bid Application, the same must be attested by the person authorized to sign the tender bids.
- (k) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.  
The attested copy of the **CERTIFICATE OF REGISTRATION** of firm should also be enclosed along with the tender along with the name of authorized partner to interact with Kendriya Vidyalaya, Harsinghpura.
- (l) **Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.**
- (m) The BID shall be opened on the scheduled date and time (**At 11 AM on 06.06.2022**), in the Vidyalaya in the presence of the representatives of the Agency / firm if any, who wish to be present at the time of opening the tender.
- (n) The bidding firm has to give a **self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/Autonomous Body/ PSUs/ Banks, etc.** If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc, the earnest money/ Security Deposit of the firm/ Agency will be forfeited and the bid/contract will be rejected/ cancelled.
- (o) No bidding firm will be allowed to withdraw its bids . If any firm intends to withdraw after opening of technical bids, it's Earnest Money (EMD) will be forfeited.
- (p) If after award of the contract, the successful bidder (L1) fails to provide required number of Security Guard / Gardner/ Safaiwalas / Workers, the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.

7. Each Bidder must submit only one Bid.

## 8. 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:

- (i) The bid will be treated as non-responsive if following documents are not attached ALONGWITH THE TECHNICAL BID:-
- (a) PAN /GIR No. and Current Income Tax clearance certificate.
  - (b) Attested copy of proof of EPF/ESIC registration.
  - (c) Copies of the Labour License/ Registration under the Contract Labour (Regulation & /Control) Act 1970.
  - (d) Certified extracts of the Bank Account Containg transactions during last three consecutive years.
  - (e) Experience certificate of providing manpower services to Government Department/ PSU etc.
  - (f) Copy of Terms & conditions in Tender documents with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.
  - (g) GST Registration No.
- (ii) The technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the schedule date and time in the presence of the authorized representative of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorized person for each bidder shall be allowed to be present at the time of opening the tender.
- (iii) The Financial Bid of only those tenders will be opened whose Technical bids are found to be in order. The financial bids shall be opened in the presence of the authorized representatives of the technically qualified Services Providers, if any, who wish to be considered. In case the lowest bidder (L-1) is disqualified after selection for any reason then the negotiation will be made with second lowest (L-2) bidder to work as L-1 rate.
- (iv) Indicate Service charges including profit element separately in the rates. **Profit Quoted as Zero or in its part shall be liable for disqualified for evaluation.** The service charge should be in percentage only & not less than 1%.
- (v) The evaluation will be done for **all the items put together**. Indenting office will award the contract to the lowest evaluated responsive bidder adding final rates quoted by firm for all three services for which rates has been asked.
- (vi) Rates quoted for only any one type of services will not be accepted. Hence it will be treated incomplete for the purpose of evaluation of lowest quoted rates as mentioned in point no. 8 (v).
- (vii) While Quoting the rates, **the bidders are to note that:**  
**WHERE BOTH CENTRAL AND STATE GOVERNMENT HAS FIXED THE MINIMUM RATES OF WAGES, THE RATE OF WAGES WHICHEVER IS HIGHER WILL BE APPLICABLE.**  
The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Principal Kendriya Vidyalaya Harsinghpura shall not be liable to pay dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces the proof of up to date payment and EPF & ESI contribution.
- (viii) All documents submitted shall be consecutively numbered having signature of the authorized-signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is not signed by the authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with the tender.

(ix) The Kendriya Vidyalaya Harsinghpura reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

**9. Award of Contract:**

(a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per Financial bid.

(b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated above.

(c) The Indentor 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.

(d) Notwithstanding the above, the Indentor 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.

PRINCIPAL  
KV Harsinghpura

## 10. Terms and Conditions

1. (a). The remuneration shall be disbursed through cheque/Online Transfer to the bank account of the employees. Copy of the same must be enclosed with bills of every month.
- (b) The Contracting Agency will **ensure payment by the 5<sup>th</sup> of every succeeding month** to their employees as per the monthly remuneration. The remuneration should not be below the labour charges fixed by the Central Government.
- (c) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (d) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (e) The normal office hours of KVS is from 07.00 am to 04.00 pm five/six days from Monday to Friday/Saturday. However, KVS reserves the right to request the services on Saturday/Holiday/beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

**Total Monthly Remuneration = Monthly remuneration -A<sub>1</sub>**

where A<sub>1</sub> =  $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

- (g) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also No Conveyance or any other charges will be paid by Kendriya Vidyalaya. 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 KV shall be made within 24 hours.
  - (h) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya Harsinghpura as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
  - (i) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KVS reserve the right to claim and recover damages from Contracting Agency.
2. The contract shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, KV, Harsinghpura, but not more than one year after review of performance.
  3. The contract can be short closed on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, Harsinghpura. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the Service Provider and or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by the authority of Kendriya Vidyalaya, Harsinghpura.
  4. By virtue of this agreement, no relationship will be created between the Safaiwalas/ Workers and Kendriya Vidyalaya, Harsinghpura / KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its Security Guards/ Gardner / Safaiwalas/ Workers meeting all statutory obligations and no complaints by any of its



- Security Guards/ Gardner /Safaiwalas/ Workers in this regard will be entertained by the Kendriya Vidyalaya, Harsinghpura / KVS.
5. The agreement can be terminated earlier by giving two month's written notice on Kendriya Vidyalaya, Harsinghpura side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
  6. The labourers should be physically and mentally fit and shall be subjected to physical/ psychometric tests at the cost of tenderer.
  7. The Security Guard / Gardener / Safaiwalas/ Workers should be neatly dressed up with proper uniform and shoes.
  8. The Contractor shall get the Security Guard / Gardener / Safaiwalas/ Workers screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya. Only physically fit Security Guard / Gardener / Safaiwalas/ Workers shall be deployed for duty by the Service Provider.
  9. The Security Guard / Gardener / Safaiwalas/ Workers should be well versed with local languages.
  10. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by it's Security Guard / Gardener / Safaiwalas/ Workers.
  11. The Firm/Agency shall ensure that the wages to the Security Guard / Gardener / SAFAIWALAS/ WORKERS will be paid by the Firm/Agency in accordance with the **MINIMUM WAGES ACT in force as per CENTRAL GOVERNMENT LABOUR ACT** and other mandatory rules as in force.
  12. The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on Security Guard / Gardener / Safaiwalas/ Workers employed by it and deployed in Kendriya Vidyalaya, Harsinghpura.
  13. Verification of **CHARACTER AND ANTECEDENTS** of the Security Guard / Gardener / Safaiwalas/ Workers through **POLICE is mandatory** and shall be the responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter-alia that the Safaiwalas/ Workers provided are of good character, duly verified by the Police from security angle should be provided to the Vidyalaya immediately after award of Contract. The Security Guard / Gardener / Safaiwalas/ Workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
  14. The Vidyalaya shall not provide any accommodation or living facilities to the Security Guard / Gardener / SAFAIWALAS/WORKERS.
  15. The Gardener/Safaiwalas/Workers should be deployed for all days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for cleaning/sweeping, etc on holiday(s) whenever required will be paid on pro-rata basis.
  16. Losses caused to the Vidyalaya due to negligence on the part of Security Guard/ Gardener/ Safaiwalas / Workers will be recovered from the Agency/Contractor.
  17. The Security Guard / Gardener / Safaiwalas /Workers provided by the Service Provider should be well mannered, courteous and polite. The Security Guard / Gardener / Safaiwalas/Workers should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya.
  18. During the period of leave of any of the Security Guard / Gardener / Safaiwalas/Workers, the Service Provider shall deploy another Security Guard / Gardener / Safaiwalas/Workers with prior intimation to the Vidyalaya.

19. The Service Provider shall be responsible for complying with obligations under Service Tax, Income tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws, etc. The Service Provider shall be responsible for complying with obligations for damages to third party arising due to accident, etc.
20. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.
21. The Service Provider shall authorize a person to supervise the cleaning and maintenance service who will report to the designated officer/ Principal of Kendriya Vidyalaya Harsinghpura. The Service Provider/ Supervisor shall report to the Vidyalaya as and when he is required by the Vidyalaya authority in connection with the Contract.
22. The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory. No payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. All payments shall be made by NEFT/ RTGS/ cheque only. The following supporting documents are required along with invoice/ bill:
  - i) Details of disbursement made to the staff furnishing details for each payment (provide bank statement)
  - ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable Tax.
23. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
24. The Kendriya Vidyalaya reserves the right to order any worker of the Service Provider to leave the premises of the Kendriya Vidyalaya if his/her presence at any time is felt undesirable.
25. The selected agency/ Service Provider shall have to execute an agreement on non-judicial stamp paper of ` 100/- to be signed by both the parties.
26. In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, Harsinghpura. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be Harsinghpura. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at Harsinghpura.
27. Any other provision may be incorporated by the Vidyalaya authority. The same shall also be binding on the Service Provider/ Agency.
28. **Validity of Bid:** The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

## 29. PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner: **(Amount in Rs.)**

Sl. No.	Violation	Penal amount per month (Rs.)			Remarks
		First instance	Second instance	Third instance	
01	Improper cleanliness in class rooms & corridors.	500/-	1000/-	1500/-	On each occasion
02	Improper cleanliness in Toilets	500/-	1000/-	1500/-	On each occasion.
03	Improper cleanliness in open spaces, grounds, roads.	500/-	1000/-	1500/-	For each violation.
04	Absence of a Safaiwala/Gardener/Securities without deploying his/her replacement	500/-	1000/-	1500/-	For each violation.
04	Non compliance of any other terms & conditions	500/-	1000/-	1500/-	For each violation.

**Note:** These terms and conditions are part of the contract/ Agreement as indicated in the Agreement between Kendriya Vidyalaya Harsinghpura and the service provider and any non-compliance shall be deemed as breach of the contract/ Agreement.

PRINCIPAL  
KV Harsinghpura

**PROFORMA : TECHNICAL BID**

(For Providing Manpower Services to Kendriya Vidyalaya Harsinghpura)

Tender Documents payment details of Rs. 100/- (Cheque No./ Online transaction details) :-		
1	<b>Name of Agency</b>	
2	<b>Nature of the concern: (i.e. Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector Organization)</b>	
3	<b>Full Address of Registered Office</b> Telephone No. FAX No, E-Mail Address	
4	<b>Full address of Operating/ Branch Office in Goa.</b> Telephone No. FAX No. E-Mail Address	
5	<b>Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years)Telephone Number of Banker</b>	
6	<b>Labour License No. / Registration No. / of the Agency (The Contact Labour (regulation &amp; Control) Act, 1970 (attach attested copy of the Registration)</b>	
7	<b>Service Tax/ GST Registration No. (attach attested copy of the Registration)</b>	
8	<b>PAN No. of the Agency ( attach copy of card)</b>	
9	<b>Name &amp; Telephone No. of Authorized Officer/ Person to liaise with Field Office (s)</b>	
10	<b>Self- certificate for non-blacklisting (Attached)</b>	
11	<b>Total No.s of employees in the Agency</b>	
12	<b>Earnest Money of ` . 10,000/- in favour of 'Principal, Kendriya Vidyalaya Harsinghpura VVN A/c, " is to be enclosed.</b>	DD/ Pay Order No..... Date..... Name of Bank & Branch..... .....
13	<b>Acceptance of Terms &amp; Conditions of tender documents. (Attach as per format – Annexure- C)</b>	
14.	<b>E.P.F. registration No. (Attached Attested Copy)</b>	
15.	<b>E.S.I. Registration No. (Attached Attested Copy)</b>	
16.	<b>Details of major contracts handled in last 03 (three years)</b>	
17.	<b>Financial turnover of the tendering Service Provider for the last 03 consecutive financial Years</b>	
	<b>Financial Year</b>	<b>Amount (Rs. In Lakhs)</b>
	2015-16	
	2016-17	
	2017-18	
		<b>Remarks, if any</b>

18	Give details of minimum 03 such contracts/ housekeeping/ outsourcing (both work) in Autonomous body, Central/ State Govt. handled by the tendering Service Provider during the last three consecutive years in the following format. (if the space provided is insufficient, a separate sheet may be attached)							
	S.N.	Name of Client Address, telephone No.	Manpower Service provider		Amt. of contract (Rs. Lakhs)	Duration Contract		Remarks
			Type of manpower provided	Nos		From	To	
19	Certificate of work satisfactory completed in above mentioned contracts.							
20.	Additional Information, if any (attach separate sheet, if required)							
21.	Haryana PSARA License No., Date & Validity							

Signature of authorized person.....

Date:.....

Name:.....

Place:.....

Seal:.....

**DECLARATION**

1. I, .....Son/Daughter/Wife of Shri..... Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby undertake to work at **L1** rates as per the terms and conditions given in the tender documents.

Signature of authorized person.....

Date:

Full Name.....

Place:

Mobile /Telephone No.....

**PROFORMA : FINANCIAL BID**  
**Kendriya Vidyalaya Harsinghpura**

Please download the financial bid format from website.

**:ACCEPTANCE OF THE TENDERERS:**

The Terms & Conditions enumerated in the tender document have been read by me/us and are acceptable to me/us.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

**Ref: F. No.....**

**Date:.....**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/S..... (name & address of Agency/firm) is neither blacklisted by any Government Department/ Autonomous Body/ PSU nor any criminal case is registered against the firm.

Date: .....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

**:DECLARATION BY THE TENDERERS:**

I/We, hereby undertake that payment to the workers deployed by the Agency are being paid as per existing approved wages of **CENTRAL GOVERNMENT/STATE GOVT (WHICH IS HIGHER)** and the Agency has been complying with all the statutory provisions in respect of the workers deployed.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name : .....

Seal .....



## CHECK LIST FOR BID

1. I /We have gone through the contents of the tender documents received from KV Harsinghpura for providing service of .....  
..... (I (Security Service)(House keeping) (Gardening) .

I/We affirm that our Agency is implementing **MINIMUM WAGES ACT** in force at Harsinghpura.

2. The bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma.
3. Proof of address of the Agency.
4. Banker's Certificate.
5. Attested copy of Registration of Agency.
6. In case of partnership, proof as required under Bid Qualification Criteria.
7. Attested copy of Registration with Service Tax/ GST.
8. Attested copy of PAN No.
9. Annexure: A to E, as prescribed, are duly filled in and are enclosed herewith.
10. Demand Draft for Rs.10,000/- for One/ Two/ Three services favouring – 'Principal, Kendriya Vidyalaya Harsinghpura VVN A/c towards EMD is attached to the Bid document.
11. Any other document, not mentioned above.....  
.....is/ are also enclosed.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name : .....

## MODEL AGREEMENT FOR SERVICE CONTRACT

### 1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through \_\_\_\_\_ located at \_\_\_\_\_ (herein after called \_\_\_\_\_ which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

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1 In the format two types of brackets have been used. These are;

- |     |                          |   |  |
|-----|--------------------------|---|--|
| (i) | Square Bracket [ ]       | : | these brackets indicate the following;                               |
| (a) | [xxxxxxx]                | : | replace the instruction by filling in relevant text;                 |
| (b) | [xx/yy/zz]               | : | among the options choose the applicable one (s) and delete the rest; |
| (c) | [clause/phrase/sentence] | : | optional, choose whichever applicable to the specific requirement.   |

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- |      |                       |   |   |
|------|-----------------------|---|---|
| (ii) | Ordinary Brackets ( ) | : | these brackets are a part of the text and are to be retained. |
|------|-----------------------|---|---|

### DEFINITIONS

The agreement is general in nature wherein the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

### 1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the \_\_\_\_\_ [on/in/for] [name the area of service contract].

1.2.2 WEHREAS \_\_\_\_\_ at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

### **1.3 SCOPE OF THE AGREEMENT**

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE /pertaining to the WORK.

### **1.4 FINANCIAL ARRANGEMENTS**

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the \_\_\_\_\_ shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

(i) Rs. \*\* per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.

\*\*Rs. \_\_\_\_\_ For service contract on \_\_\_\_\_

### **1.5 MODALITIES OF CONTRACT**

1.5.1 This contract is of the nature of service contract for a specified period and not labour contract.

1.5.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per Appendix - 1 to the Agreement.

1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/indentify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be same as applicable to the INDENTING OFFICE.

### **1.6 RESPONSIBILITIES OF CONTRACTING AGENCY**

1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower in the premises of the INDENTING OFFICE.

- 1.6.2 THE CONTRACTING AGENCY shall complete the WORK within six months of date of receipt of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to the CONTRACTING AGENCY.
- 1.6.3 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.
- 1.6.4 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
- 1.6.5 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.6 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.7 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.8 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

## **1.7 RESPONSIBILITIES OF THE INDENDING OFFICE**

- 1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance.

1.7.4 INDENTING OFFICE will make payment of overtime charges per man hour on prorata basis with reference to the agreed rate in this contract

1.7.5 INDENTING OFFICE will set up a screening Committee for assessing the no. of workers required for deployment and based on its recommendation and subject to such limits as prescribed, place demands with the CONTRACTING AGENCY. This Screening Committee will also evaluate the performance of the service deployed as stated vide provision 1.5.3 above.

## **1.8 COMPLETION**

1.8.1 The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.

## **1.9 CONFIDENTIALITY**

1.9.1 during the tenure of the Agreement and [\_\_\_\_\_ years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

## **2.1 FORCE MAJERE**

2.1.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

## **2.2 EFFECTIVE-DATE, DURAION, TERMINATION OF THE AGREEMENT**

2.2.1 The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.

2.2.2 The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.

2.2.3 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [ months] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

2.2.4 In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE

2.2.5 In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

**2.3 NOTICES**

2.3.1 All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the INDENTING OFFICE at its registered address.

**2.4 AMMENDMENTS OF THE AGREEMENT**

2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the date** on which they are made/ executed, unless otherwise agreed to.

**2.5 ASSIGNMENT OF THE AGREEMENT**

2.5.1 The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

**2.6 DISPUTE SETTLEMENT**

2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the \_\_\_\_\_. The decision of the \_\_\_\_\_ shall be final and binding on both the parties

**SEAL OF THE PARTIES**

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.

**Parties**

**For and on behalf of  
KVS INDENTING OFFICE**

**For and on behalf of  
CONTRACTING AGENCY**

Signature : .....

Signature : .....

Name : .....

Name : .....

Designation : .....

Designation : .....

Seal : .....

Seal : .....

Witness (Name and Address)

1.

2.