

**केंद्रीय विद्यालय क्र. 3**

वायुसेना स्थल-2, जामनगर 361004

के.वि.सं. (अहमदाबाद संभाग)

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**Kendriya Vidyalaya No. 3**

Air Force -II, Jamnagar - 361 004

K.V.S (Ahmedabad Region)

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Ref. F. 120224/Services/2019-20

Dated : 21/11/2019

To,

\_\_\_\_\_

\_\_\_\_\_

**TENDER DOCUMENT**

**Subject: "Inviting Bid for engaging Service Provider Firm for providing Manpower  
"For security services/conservancy/ gardening Through service contract**

Sir/Madam,

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 Vidyalaya's set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the Kendriya Vidyalaya No.3 AF-II, Jamnagar from the reputed/Service Provider Firm for providing Manpower through service contract initially for a period of (one) year w.e.f. **01.01.2020 for SECURITY SERVICES, CONSERVANCY SERVICES AND GARDENING SERVICES** which may be extended by another one year.

**3. Tender Schedule.**

(a) Last date and time for receipt of Tender Document - **18.12.2019 upto 2.00 PM** in the office of KV No. 3, AF-II, Jamnagar by registered/speed post only. Late bids will be rejected.

(b) Date and time for opening .

(i) Technical Bids. On **19.12.2019 at 02.00 PM** in the school premises, KV No 3, AF-II, Jamnagar.

(ii) Financial Bids of eligible Bidders. On **19.12.2019 at 03.00 PM** in the school premises, KV No 3, AF-II, Jamnagar. Bidders failed in Technical Bid will not be eligible for Financial Bid.

**4. Scope of Work and Manpower**

(a) **Area of the Building:** -Vidyalaya building situated in 9 acres of land having app. 45 rooms and 15 toilets, labs, conference room, departments' corridors, stairs and open areas as well as enclosed Surrounding areas in the ground floor. Parties are advised to see the location.

Address/Location of the Building: - **KENDRIYA VIDYALAYA NO. 3, AIR FORCE - 2,  
UDYOG NAGAR, JAMNAGAR- 361004, (GUJ.)**

(b) **Man power required (Minimum age 18 yrs):-**

**Security.** Manpower required as under :-

S. No.	Category of Manpower	Minimum qualifications or/and experience	Number of personnel required in the shifts	As per the following shifts
(i)	Security Guard	Middle Standard	01(one)	Shift I -from 6.00AM to 2.00 PM
(ii)	Security Guard	Middle Standard	01(one)	Shift II -from 2.00PM to 10.00PM
(iii)	Security Guard	Middle Standard	01(one)	Shift III -from 10.00PM to 6.00AM

**Total: 03 (three) Security Guards.** The work will be supervised by the agency. An outline of tasks to be carried out by different category of manpower provided is detailed as under:

S. No.	Category of Manpower	Responsibilities
(i)	Security Supervisor	To supervise the security guards and to arrange security of Kendriya Vidyalaya ,No.3 AF-II Jamnagar, premises.
(ii)	Security Guards	To provide Security/Guard for the whole Vidyalaya Campus wherever he is deputed, as per mentioned in <b>ANNEXURE-II</b> .

**Conservancy and Gardening (Minimum age 18 yrs).** Manpower required as under :-

S. No	Category of Man power	Minimum qualifications	Required Number of Man Power	Responsibility
(i)	Cleaning & Sweeping	Literate	04- Four	As per mentioned in <b>Annexure-I</b>
(ii)	Gardening (semi-skilled)	Literate with knowledge of Gardening	01- One	As per mentioned in <b>Annexure-III</b>

5. The tender is invited under two bid system i.e. Technical Bid and Financial Bid as per **Part A** and **Part B** attached to this tender document **to be forwarded separately for each service i.e Security, Cleaning & Sweeping and Gardening (semi skilled)**. The interested Service Provider is advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower Services to KV No 3, AF-II, Jamnagar" and "Financial Bid for Providing Manpower Services to KV No 3, AF-II, Jamnagar" for each service separately. Both sealed envelopes should be kept in a sealed envelope scribing "**Tender for Providing Manpower for Security, Cleaning & Sweeping and Gardening Services to KV No 3, AF II, Jamnagar**".

6. **Quoted Price.**

(a) The Bidder shall quote unit rate which shall comprise of monthly remuneration (not less than minimum wages fixed by the govt.), EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached at Part B (Annexure B). The taxes liable to be paid by the client shall be quoted by the bidder separately (Service tax is not applicable in KVS being an educational Institution).

(b) 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. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. % age of profit/service charge/s etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

(c) The Bidder shall deposit **BID MONEY** in the form of DD / Pay Order drawn in favour of **"VVN A/c KV No.3, AF-II, Jamnagar"** payable at Jamnagar as earnest money along with the technical bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

(d) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of **Rs.10% of value of contract** valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 07 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.

(e) Telex or Facsimile Bids are not acceptable.

7. Each Bidder must submit only one Bid.

8. E-mail/Fax bids will be summarily rejected. Bids received without payment of tender fee of Rs 100/- each and Bid money as specified will be rejected.

9. **Validity of Bid.** The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

10. **Terms and Conditions.**

(a) The remuneration should be disbursed directly to the employee's bank account by Account Payee Cheque, NEFT or RTGS. The receipt of the same should be submitted to KV No 3, AF-II, Jamnagar. The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees as per the monthly remuneration quoted.

(b) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the Vidyalaya supported with the following documents :-

- (i) Details of disbursement made to the staff furnishing Cheque/NEFT/RTGS details for each payment,
- (ii) Proof of payment of statutory obligation such as EPF, ESI.
- (iii) Attendance of the employees.
- (iv) Any other applicable tax.

- (v) Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill on availability of funds.
- (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 contract.
- (d) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (e) It is mandatory for the Contracting Agency to submit the attested copy of license obtained from the Govt. of Gujarat for running the business of private security agencies operating in the Jamnagar district, failing which the bid will be treated as disqualified/non responsive.
- (f) The normal office hours of Kendriya Vidyalaya No.3, AF-II, Jamnagar, is from 7.00 am to 4.00 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. Kendriya Vidyalaya No.3, AF-II Jamnagar 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 the Indenting Agency as per the rate quoted.
- (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-A.**

Where A, =  $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya No.3, AF-II, Jamnagar. 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 No.3, AF-II, Jamnagar. 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 Kendriya Vidyalaya No.3, AF-II, Jamnagar shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya No.3, AF-II, Jamnagar 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.
- (j) In case of any loss, theft/ sabotage caused by/attributionable to the personnel deployed, the Kendriya Vidyalaya No.3, AF-II, Jamnagar reserves the right to claim and recover damages from Contracting Agency.
- (k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work and one copy of the same be provided to KV No 3, AF-II, Jamnagar.
- (l) The Contracting Agency will deploy the trained/professional security guards/security supervisor, preferably ex-servicemen, who are below the age of 50 years as well as physically fit and mentally alert. Preference will be given to the Ex-servicemen. The Contracting Agency will also ensure

that the security guards/security supervisors are free from AIDS or any other infectious disease before deployment for work.

(m) The Kendriya Vidyalaya No.3, AF-II, Jamnagar shall provide a small guard room/space for Security Guards deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.

(n) The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.

(o) The service charges/overhead profit should be quoted such that TDS shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time as per income tax rules may deducted from service charges/overall profit.

(p) The Contracting Agency shall ensure to provide personnel as per requisite qualification and copy of certificate of the same be submitted to KV No 3, AF-II, Jamnagar.

(q) The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open its branch office within two months of the signing the agreement and submit the proof of same mentioning the vital information and copy of documents duly certified by the bidder.

(r) There should be no case pending with the police against the proprietor/Firms/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regards.

11. Detailed technical requirements, terms and conditions to include legal and financial are as per **Annexure C** attached.

12. **Evaluation of Bid.**

(a) 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 paragraphs.

(b) The technical bids would first be taken into consideration by the Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one authorised person for each bidder shall be allowed to be present at the time of opening the tender.

(c) The Financial Bid of only those tenderers 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 Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L-1) in the financial bid would 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.

(d) The Principal of the KV No 3, AF-II, Jamnagar reserves the right to reject all bids without assigning any reason.

(e) The Principal, KV No 3, AF-II, Jamnagar reserves the right to call for any document in original including the bank account to verify the veracity of the documents.

(f) **No overwriting or cutting is permitted in the Financial Bid Form.** In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialized by the same person who is authorized to sign the tender bids.

(g) **The bid will be treated as non-responsive if following documents are not attached with technical Bid duly stamped and self attested by the bidder :-**

- (i) Attested copy of license obtained from the Govt. of Gujarat, for running the business of private security agencies operating in the Jamnagar district for security service bidding.
- (ii) Registration certificate of firm from requisite authority.
- (iii) Brief profile of the company and evidence to establish that the bidder has success fully executed contracts of similar nature and magnitude in the last 3 (three) years supported by copy of supply orders/bills, etc.
- (iv) Audited Balance Sheet & Profit and Loss Account of last three years.
- (v) List of clientele during last 3 years along with cost of assignment as per Para 15 of technical bid (Annexure A).
- (vi) PAN No. and Current IT clearance documents/certificate.
- (vii) Attested copy of proof of GST/CST/Service Tax as applicable.
- (viii) Attested copy of proof of EPF registration.
- (ix) Attested copy of proof of ESI registration.
- (x) Copy of Labour license/Registration under the Contract Labour (Regulation & Control) Act 1970.
- (xi) An affidavit regarding that the firm has never been blacklisted on Non Judicial Stamp Paper of requisite value (Rs 100/-).
- (xii) Bid money in the form of DD/Pay order.
- (xiii) Declaration given at technical and financial bill should be signed duly stamped.

**Note.** Please submit documents as per above order of sequence (i) to (xii) duly marked seriallly.

13. Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff shall render the Bid disqualified for evaluation.

14. Tender fees and Earnest / Bid money will be as under :-

S. No	NAME OF SERVICE	TENDER FEE	BID MONEY
(a)	SECURITY SERVICE	100	25000
(b)	HOUSEKEEPING	100	20000
(c)	GARDENING	100	5000

15. The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

16. **Award of Contract.**

(a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive technically and who has offered the lowest price.

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

(c) 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.

(d) Notwithstanding the above, the Indenter reserves the right to accept or reject any bid or all Bids and to cancel the bidding process at any time prior to the award of the contract. In case of tie committee members will decide to award contract on evaluation of other aspects as decided thereto.


17. **Last date and time of receipt of Bids.** You are requested to submit the Sealed Bids addressed to the Principal, Kendriya Vidyalaya No.3, AF-2, Jamnagar 361004 duly super scribed on the envelope as "Bids for providing Security Services in Kendriya Vidyalaya No.3, AF-II, Jamnagar on service charge basis" by registered post to reach this Vidyalaya latest by **18.12.2019 upto 02.00 PM** alongwith earnest money of estimated value of total works to be attached with technical bid of tender document.

18. The sealed bids strictly be entertained received within the time limit. No reasons including postal delay or any other will be considered. Bids received after elapse of date and time will be rejected.

The Indenter 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,

SIGNATURE

  
NAME - HARSHAD PATEL  
PRINCIPAL I/C, KV No. 03  
FOR AND ON BEHALF OF THE KENDRIYA VIDYALAYA  
NO.3, AF-II, JAMNAGAR  
જામનગર / Jamnagar  
Pin - 361 004.

**PART - A**

**FORMAT OF TECHNICAL BID**

(For-Providing Manpower..... Services to KV No 3, AF-II, Jamnagar)

1. Name of Tendering Service Provider: \_\_\_\_\_
2. Status (Proprietor /Partner/ Director): \_\_\_\_\_
3. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn on Bank \_\_\_\_\_
4. Full Address of Registered Office \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
5. Full address of Operating / Branch Office : \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
6. Name & telephone no. of Authorized \_\_\_\_\_  
officer/person to liaise with Field Office(s) \_\_\_\_\_
7. Banker of the Service Provider: : \_\_\_\_\_  
(Attach certified copy of statement of Bank A/C for the last 3 consecutive years)  
Telephone Number of Banker: \_\_\_\_\_
8. PAN /GIR No. (Attach attested copy): -----
9. Service Tax Registration/GST No. : -----(Attach attested copy)
10. E.P.F. Registration No.: -----(Attach attested copy)
11. E.S.I. Registration No.: -----(Attach attested copy)
12. Labour License/Registration under : ----- the Contract Labour (Regulation & Control) Act, 1970.
13. Financial turnover of the tendering Service Provider for the last 3 consecutive financial years.

Financial Year	Amount (Rs.In Lakhs)	Remarks, if any
2016-17		
2017-18		
2018-19		



14. Additional information, if any:-----  
-----  
-----  
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15. List of clientele during last 3 years alongwith cost of assignment. Give details of contracts of security/conservancy/gardening (whichever applicable) in Headquarters, 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) :

Sl.No.	Name of client address, telephone & Fax no.	Manpower service provider		Amount of contract (Rs. Lakhs)	Duration Contract		Remarks
		Type of manpower provided	No.		From	To	

16. Certificate of work satisfactory completed the services job work.

17. An affidavit regarding that the firm has never been blacklisted on Non Judicial Stamp Paper of Rs 100/-.

18. Submit self attested copies of all certificates supporting documents, failing which claim may not be considered.

19. Additional information, if any (Attach separate sheet, if required)

Date:-----

Signature of the authorized person

Place: -----

Name:-----

Seal :

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### **DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
\_\_\_\_\_ Proprietor/Director/Authorized Signatory of the Service Provider, mentioned above, am 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 I well aware of the fact that furnishing of any false information I fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: \_\_\_\_\_

Signature of authorized person

Place: \_\_\_\_\_

Name: \_\_\_\_\_

Seal:

**PART - B****FORMAT OF FINANCIAL BID****Name of Firm :**

S. No.	Category of Manpower	Number	Per day remuneration (NOT less than minimum wages fixed by govt. )	Unit monthly remuneration (NOT less than minimum wages fixed by govt. )	EPF Rate (as per rules) @ ____%	ESI Rate (as per rules) @ ____%	Service charges/ charges of uniforms/ bonus etc. including overhead profit	Monthly Unit Rate (Col.5+6 +7+8)	Total monthly cost (Col.8X3)
1	2	3	4	5	6	7	8	9	10

**NOTE:**

1. Total for 30 days per month, per head for Security Services & 26 days for Conservancy and Gardening Service to be indicated.
2. Column 8 (Service Charges) should be charged at very reasonable rates not less 1% according to the rules. Any irresponsible/negligible rates will be treated as unacceptable. Decimal value upto two digits will only be considered.
3. Service Tax shall be quoted separately (Not applicable in educational Institutions).
4. In case of discrepancy between unit price and total price, the unit price shall prevail.

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**DECLARATION**

We agree to provide the above service of manpower including material 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. \_\_\_\_\_ is furnished herewith vide Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on bank \_\_\_\_\_

(Bidder)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

## Annexure I

### TERMS AND CONDITIONS FOR CLEANING/SWEEPING/JOBES 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 Vidyalaya).

- (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 fitt etc. in the rooms for keeping the 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 naphthaline balls/cakes and odonil cakes in the urinals. The contractor will ensure that the toilettries 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 & CI 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.



- (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, naphthalene 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 officer 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.

## 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.



# **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  
Vidyalaya

## **SCOPE OF WORK**

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

## **Terms and Conditions for Providing Services of Gardening In the Vidyalaya**

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya 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 Vidyalaya by changing the personnel in rotation or replacement if necessary.
5. That the Vidyalaya 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 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 employee of such personnel.

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 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.

**TECHNICAL REQUIREMENTS FOR THE „TENDERING SERVICE PROVIDER“**

The tendering Service Provider should fulfill the following specifications:

1. The Bidder may be a Proprietary firm, Partnership firm, Limited Company, corporate body legally constituted.
2. The Service Provider should have at least three years' experience in providing manpower to Government Departments/Public Sector Companies/Banks etc.
3. The Service Provider must have a minimum turn-over of Rs.6 Lakhs per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.
4. There should be no case pending with the police against the proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities and having valid labour Registration license under Contract Labour (Regulation & Control) Act, 1970.
6. The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider should have its own Bank Account.
8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department/office within two months of the signing the agreement.

**TERMS & CONDITIONS**

**GENERAL**

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions /deletions/modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.

5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Competent authority of KV No 3, AF-II, Jamnagar.
6. The Service Provider will be bound by the details furnished by it to the competent authority of KV No 3, AF-II, Jamnagar while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. The Competent authority of KV No3, AF-II, Jamnagar reserves the right to accept or reject any or all bids without assigning any reasons thereof and also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the officer in charge of the check gate and shall be answerable to the concerned.
9. The entire financial liability in respect of manpower services deployed in the KV No 3, AF-II, Jamnagar concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the KV No 3, AF-II, Jamnagar.
10. Professional Tax as applicable on Gross Payment of the individual may be deducted by the agency and remitted to the concerned authority within stipulated date.
11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the KV No 3, AF-II, Jamnagar.
12. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The KV No 3, AF-II, Jamnagar shall, in no way, be responsible for settlement of such issues whatsoever.
13. The KV No 3, AF-II, Jamnagar shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.



16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

17. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

18. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.

19. The Service provider will provide a list of candidates for the unskilled. The Selection Committee constituted by the KV No 3, AF-II, Jamnagar will select suitable candidates for the posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The KV No 3, AF-II, Jamnagar reserves the right to appoint/reject any candidate based on merits of the candidates.

20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.

21. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good-will and enhance the image of the KV No 3, AF-II, Jamnagar. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

22. The remuneration shall be disbursed through NEFT/RTGS to the firm by KV No 3, AF-II, Jamnagar.

23. The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV No 3, AF-II, Jamnagar as per the monthly remuneration quoted without any deduction.

24. The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the KV No 3, AF-II, Jamnagar supported with the documents mentioned in the Bid.

## **LEGAL**

1. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

2. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the KV No 3, AF-II, Jamnagar.
3. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the KV No 3, AF-II, Jamnagar.
4. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the KV No 3, AF-II, Jamnagar or any other authority under Law.
5. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the KV No 3, AF-II, Jamnagar.
6. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the KV No 3, AF-II, Jamnagar is put to any loss /obligation, monetary or otherwise, the KV No 3, AF-II, Jamnagar will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
7. The Service Provider shall be held responsible for any loss/damage to the equipments and instruments of the KV No 3, AF-II, Jamnagar provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the KV No 3, AF-II, Jamnagar.
8. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The KV No 3, AF-II, Jamnagar will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned of KV No 3, AF-II, Jamnagar by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
9. The decision of KV No 3, AF-II, Jamnagar in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

## **FINANCIAL**

1. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) refundable without interest, in the form of Demand Draft / Pay Order drawn in favour of VIDYALAY VIKAS NIDHI KV No 3, AF-II, Jamnagar failing which the tender shall be rejected outrightly.
2. The Earnest Money Deposit in respect of the Service Provider who does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the Service Provider fails to deploy the

required manpower against the initial requirement within 07 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

3. The successful tenderer will have to deposit a Performance Security Deposit of one month remuneration in the form of Bank Guarantee from any Nationalized Bank in favour of VIDYALAY VIKAS NIDHI KV No 3, AF-II, Jamnagar covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.

4. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.

5. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the concerned Officer in the first week of the succeeding month. The officer of the concerned Range shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

6. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the KV No 3, AF-II, Jamnagar shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the KV No 3, AF-II, Jamnagar for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

7. Penalty will be levied and recovered @ Rs. 1000/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.

8. The KV No 3, AF-II, Jamnagar reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

9. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

10. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

11. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.