|  |  |  |
| --- | --- | --- |
| **dsUnzh; fon~;ky;]**  **,u-,p- ua- 11] lcyiqjk] lhdj**  **Qksu@QSDl 01572&299469**  **01572&272869**  **E-mail :** [**kvsikar@yahoo.com**](mailto:kvsikar@yahoo.com) | **logo** | **KENDRIYA VIDYALAYA,**  **N. H. NO.11, SABALPURA,**  **SIKAR -332001**  **P.No.01572-299469,272869**  **E-mail :** [**kvsikar@yahoo.com**](mailto:kvsikar@yahoo.com)  **Web site: kvsikar.org.in** |

Qk-la-----@dsfolh@2019@ fnukad& 14-11-2019

|  |
| --- |
| **केन्द्रीय विद्यालय सीकर**  **निविदा सूचना**  विद्यालय भवन एवं परिसर में निम्नलिखित सेवाओं हेतु फर्मो से मोहरबंद निविदाएं आमंत्रित की जाती है |   1. बागवानी व्यवस्था कार्य 2- साफ सफाई व्यवस्था कार्य 3- सुरक्षा व्यवस्था का कार्य   निविदा प्रपत्र इस विद्यालय से दिनांक 06.12.2019 तक विद्यालय की वेबसाईट (www.sikar.kvs.ac.in) से डाउनलोड कर सकते है | डाउनलोडेड निविदा प्रपत्र की लागत राशि रू. 100/- (प्रति निविदा) का भुगतान डी.डी./बैंकर्स चेक के माध्यम से सीलबंद निविदाओं के साथ जमा djuk vfuok;Z है | विद्यालय में दिनांक 06.12.2019 को 01.00 बजे तक रजिस्टर्ड/तत्काल डाक द्वारा प्राप्त हुई मोहरबंद निविदाएं ही स्वीकार की जायेगी | प्राप्त निविदाये दिनांक 06.12.2019 को अपराहन 01.30 बजे प्राचार्य कक्ष में उपस्थित समिति सद्स्य व निविदा दाताओं के समक्ष खोली जायेगी |  नोट: - TIN/PAN/TAN/ GST, सरकार द्वारा पंजीकरण आवश्यक |  प्राचार्य, के. वि. सीकर |

( के सी मीना )

प्राचार्य

TENDER FORM FOR CONSERVANCY SERVICES AT KENDRIYA VIDYALAYA SIKAR

|  |  |  |
| --- | --- | --- |
| 1. | Name of Agency submitting the Tender ( ,stsUlh dk uke ½ | ……………………………………………………………… |
| 2. | Postal Address of the agency ( i= O;ogkj dk irk ) | ………………………………………………………………  ……………………………………………………………… |
| 3(a) | Agency’s registration number ( ,stsUlh dk iaft;u uEcj ) | ……………………………………………………………….. |
| 3(b)  4(a)  4(b) | Registration valid up to ¼iaft;u uacj dh oS/krk dh frfFk )  Service Tax Registration /GST ( S.T.-2 )( lsok 'kqYd@th,lVh iaft;u )  Proprietor PAN Number  ¼QeZ lapkyd dk isu uEcj ½ | ………………………………………………………………..  ……………………………………………………………….  ………………………………………………………………. |
| 5. | Agency’s Telephone number with STD code.  ( ,stsUlh dk VsfyQksu uEcj e; dksM ) | STD code ,l0Vh0Mh0 dksM ………………………….  Tel. Number Qksu ua0……………………………. |
| 6. | Rate quoted for conservancy services on monthly basis (26 days) for the whole units of Vidyalaya Campus (Main building , covered area, open area, surrounding, stairs, lobbies, corridors, toilets etc.) for all the items of work without material as per terms & conditions attached.  Lkeiw.kZ fo|ky; dh lQkbZ O;oLFkk ds fy, fufonk nj %& ¼ **nk**s **O;fDr & ,d iq:"k ] एक efgyk** ½   1. lQkbZ O;oLFkk esa iz;ksx fd;s tkus okys leLr lkeku dh vkiwfrZ fo|ky; }kjk fd;s tkus   ij nj izfr माह ¼ 26 fnu ½ ds vk/kkj ij %& ------------------------------------------------------------------------------ | |
| 7. | Bankers cheque/DD no. with date for Earnest money drawn in favour of “Kendriya Vidyalaya sikar Vidyalaya Vikas Nidhi a/c ”for Rs. 10000/(Rs. Six Thousand only) submitted with Tender ¼ fufonk QkeZ ds lkFk vekur jkf’k ds :i esa cSdlZ pSd@fMek.M Mªk¶V :0 10000 dk \*\* dsUnzh; fo|ky; सीकर, विद्यालय विकास निधि\*\*ds i{k esa gks A | Banker’s cheque/ DD No………………………………..  cSdlZ pSd@fMek.M Mªk¶V dz0 --------------------------------------------------------------------  Dated/ fnukad………………………for Rs. 10000/-  (Rupees Six Thousand only ( :i;s nl gtkj ek= )  Drawn at Bank / cSasd dk uke ……………………….. |
| 8. | UNDERTAKING |  |
|  | I fully agree to comply with the terms & conditions mentioned APPENDEX-I attached to this tender form & the same has been signed by me at the bottom of each page of the said terms & conditions.  eS leLr fu;e ,oa 'krksZ ls lger gWw tks ifjf’k"V&A esa mYysf[kr gS tks fufonk QkeZ ds lkFk layXy gS muds izsR;sd i`"B ij esjs gLrk{kj gS A | |

Date:……………………………. Signature of …………………………..

Head of agency

Name of the person…………………..

signing the tender

Stamp of the Agency………………..

## 

## APPENDEX-I

## Terms & conditions for cleaning/ sweeping jobs for Kendriya Vidyalaya, Sikar

# केन्द्रीय विद्यालय, सीकर में साफ-सफाई के लिए नियम एवं शर्ते

1. Name of the K.V.Kendriya Vidyalaya, SIKAR

dsunzh; fo|ky; dk uke dsUnzh; fo|ky; सीकर

2. Address/ Location of the building Sikar (Rajasthan)332001.

irk ,oa Hkou dh fLFkfr सीकर राजस्थान ३३२००१

3. Area of the building including open space As on site.

Hkou dk {ks=] ckgjh {ks= lfgr tSlh Hkou dh fLFkrh

4. No. of days during the month for which Services are required 26 days p.m. & weekly off

the services are required ( 04 days per month).

Unless otherwise required on written requisition. Charges for cleaning/ Sweeping etc. on Winter, Autumn/ Summer Brek(s) whenever required will be payable on prorata basis. No payment will be made for holidays .

ekl ds fnuks dh la[;k ftlesa lsok dh vko’;drk शरद, ग्रीष्म, बसंत कालीन अवकाशों ds vfrfjDr lHkh

gksxh&(dk;Z fnol 26 दिन प्रतिमाह ,ao ekg fnu A ;fn bu vodk’kkas esa Hkh vko’;drk gqbZ rks fyf[kr esa 04 fnu dk lkIrkfgd vodk’k

ns; gksxk A ekWax ds vk/kkj ij lsok,a yh tk,xh o lkQ&lQkbZ d कार्य dk Hkqxrku यथानुपात fd;k tk,xk vU;Fkk ugha A

अवकाश के दिन का भुगतान नहीं किया जाएगा

# SCOPE OF WORK

#### dk;Z dk {ks=

Daily work:from 7.00 am to 1.00 pm & 1.30 pm to 4.30 pm or as may be decided by the Vidyalaya (Full cleaning of the Vidyalay daily) (1/2 Hours lunch)

izfrfnudk;Z & izkr% 7%00 cts ls अपराह्न1%00 rd ,ao अपराह्न 1%30 ls lk;a 4%30 rd ;k fo|ky; }kjk fu/kkZfjr le; A आधे घंते का लच होगा

### Sweeping of entire area of the Vidyalaya building & surrounding of building and collection of all waste material and disposal of the same as per instructions of the Principal.

fo|ky; & Hkou ds leLr {ks= dh lQkbZ o Hkou ds ckgjh Hkkx dh lQkbZ ,oa csdkj dh fc[kjh phtksa dks bdV~Bk djuk ,oa izkpk;Z }kjk fn, x, funsZ’kksa ds vuqlkj fuLrkj.k djuk A

### Cleaning of the floor area with wet floor dusters & detergent, disinfectants etc. once in the morning before opening of the Kendriya Vidyalaya & thereafter every 2 hours specially in areas like corridors, stairs & reception etc., spray of flit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.

fo|ky; Hkou dh Q’kZ dks xhys iksaNs ls o fMVjtsUV] fQukby vkfn ls fo|ky; [kqyus ls iwoZ izkr% lkQ sjuk vkSj izR;sd nks ?k.Vs esa dkjhMksj] lhf<+;kWa ,oa vkxUrqd d{k dks blh izdkj lkQ djuk] dhV ekjus dh nok dk fNMdko] dejksa dks Hkh ePNj&eD[kh jghr djus ds fy, nok fNM+dko A

Cleaning & washing of toilets & urinals using deodorants, detergents and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.

VkWa;ysV o ;wfjuy dks ,d ckj izkr% fQuk;y] fMVjtsUV ,oa jksxk.kq jfgr djus okyh nokvksa ls lkQ djuk o /kksuk rFkk iqu% e/;kUg i'pkr~ lQkbZ ;k izkpk;Z }kjk fo’ks"k :i ls fpfUgr le; esa lQkbZ djuk A

Cleaning of carpets, durries etc.

dkjisV] njh vkfn dh lQkbZ A

In case of shortage of water or non-availability of water, bringing water from outside for cleaning.

;fn ikuh dh deh ;k vuqiyC/krk gks rks ckgj ls ikuh ykdj lQkbZ djuk A

Sweeping & cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.

fo|ky; ifjlj esa [kqys{ks=] lM+ds] miiFk] ykWau vkfn dh lkQ&lQkbZ /kqykbZ vkfn A

regular dusting/cleaning of furniture (table & chair) & equipments, telephones, book cases, filing cabinets, almirahs and doors and windows in class-rooms, all other rooms & other spaces of the Vidyalaya everyday before and after the Vidyalaya hour of the Vidyalaya.

fo|kyय [kqyus ls iwoZ dejksa esa fLFkr QuhZpj ( Vscy dqlhZ ) dh fu;fer :Ik ls >kM+&iksaN ,oa midj.kksa dh lQkbZ rFkk VsyhQksu] fdrkcksa o Qkbyksa dh vyekfj;kWa vU; vyekfj;kWa] d{kk dejksa ds njokts&f[kMfd;kWa] fo|ky; ds nwljs dejksa o vU; LFkkuksa dh lkQ&lQkbZ A

The material will be provided by the Vidyalaya

Lkexzh fo|ky; }kjk nh tkosxhs A

The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. are to be cleared within 24 hours of noticing the complaint.

lsusVjh esa fdlh Hkh izdkj dh :dkoV @ tke gksus ij mls f’kdk;r ds pkSchl /k.Vs ds Hkhrj Bhd @ lkQ djuk gksxk A

**ITEMS OF WORK TO BE DONE GENERALLY ONCE IN A WEEK**

**lkekU;r% lIrkg esa ,d ckj djus ds dk;Z {ks=**

Washing and scrubbing of floor areas with detergents and dirt removing agent.

fo|ky; Hkou dh Q’kZ dks fMVjtsUV o fdVk.kq jks/kh ls /kksdj o jxM+dj lkQ djuk A

Acid cleaning of sanitary wads without damaging their shines.

LsusVjh dh ped dks fcuk uqdlku igWqapk, ,flM ls lkQ djuk A

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.

Q’kZ] njoktksa] foHktdksa ij yxs /kCcksa dks lQZ ls ;k blh izdkj ds mi;qDr fMVjtsUV ls

vko’;drkuqlkj lkQ djuk o lQkbZ ds ckn vokafNr /kCcksa dk u jguk A

Polishing of brass nameplates and number plates & cleaning of all other name plates/boards.

ihry dh uke ifV~Vdk,Wa vkSj uacj IysV~l o vU; lHkh uke ifV~Vdk,Wa o cksMksZ dh lQkbZ A

Cleaning of filled surfaces tanks and water cooler, if any.

Lrg ij Hkjs gq, Vsadks dh o okVj dwyj dh lQkbZ A

Dusting & cleaning of fans, electrical fans electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition paneling etc.

ia[kksa] fctyh ds ia[kksa ] fctyh dh fQfVxa] f[kMdh;ksa ds 'kh’ks o fpVdfu;kWa dks jlk;u ls o ikfVZ’ku IysV dh feV~Vh&/kwy >kMuk o lQkbZ djuk A

Removal of cobwebs in all rooms and other spaces of the Vidyalaya.

lHkh dejksa o fo|ky; Hkou ds vU; LFkkuksa ij yxs gq, edM+h ds tkys gVkuk A

Cutting of Shrubs and wild grass from whole Campus of the Vidyalaya.

o"kkZ \_rq ds i'pkr lEiw.kZ fo|ky; ifjlj dh tWaxyh ?kkl o >kfM;ksa vkfn dh lQkbZ& dVkbZ dk dk;Z A

**REQUIREMENTS FROM THE STAFF OF THE AGENCY WITH THEIR DUTIES, BEHAVIOUR ETC.**

**,tsUlh ds deZpkfj;ksa ls dRrZO; ikyu] O;ogkj vkfn dh vis{kk A**

The contractor shall comply with all the laws and regulations applicable in the mater of such workers as are engaged by it.

Bsdsnkj vius leLr deZpfj;ksa] tks mlls lacaf/kr gS] ds ckjs esa ykxw leLr dkuwuksa o fu;eksa dks ekuus dks ck/; gksxk A

The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the Vidyalaya premises.

Bsdsnkj ds deZpkjh]] dsUnzh; fo|ky; ds deZpkfj;ksa ds dk;ksaZ esa O;o/kku ugha Mkyssxs o fo|kky; ifjlj esa 'kksj&’kjkck ugha djsxsa A

The contractor’s workers shall be polite, courteous, well behaved and honest.

Bsdsnkj ds deZpkjh fouez] lnkpkjh] vPNs O;ogkjh o bekunkj gksxk A

The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.

Bsdsnkj vius deZpkfj;ksa ds pksjh]] /kks[kk/kM+h]] vkxtuh ;k vU; fdlh Hkh idkj ds nqO;ogkj ds fy, iw.kZ mRrjnk;h o ftEesnkj gksxk A

The antecedents of all the workers will be got verified from police by the agency before deployment for work.

Bsdsnkj vius deZpkfj;ksa dks dk;Z ij fu;qfDr ls iwoZ iqfyl }kjk izekf.kr O;fDrxr C;kSjk izLrqr djsxk A

The contractor’s workers shall not enter into any unlawful activity within the Kendriya Vidyalaya premises and shall have a good moral character.

Bsdsnkj ds deZpkjh dsUnzh; fo|ky; ifjlj esa xSjdkuwuh xfrfof/k;ksa esa lafyIr ugha gksxsa o vPNk uSfrd pfj= j[ksaxs A

The Kendriya Vidyalaya shall have a 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.

;fn Bsdsnkj o mlds deZpkjh dsUnzh; fo|ky; dks izR;{k ;k vizR;{k :I ls gkfu igWaqpkrs gSa rks Bsdsnkj ij tqekukZ yxk;k tk,xk A bl tqekusZ dh olwyh uxn ;k Bsdsnkj }kjk tek laj{kk jkf’k esa ls dkV yh tk,xhA

The contractor shall be directly responsible for the payment of wages and other statutory Liabilities which should not be less than the rates prescribed by the State Govt. /Central Government whichever is higher and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State/Center. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.

Bsdsnkj vius deZpkfj;ksa dks esgurkuk o vU; ifjykHk jkT; ljdkj/केंद्र सरकार की दर में से जो भी अधिक है }kjk fu/kkZfjr /kkjk dkuwu o fu;eksa ds vuqlkj gh nsxk] blesa dksbZ deh ugh j[ksxk A ;fn blesa dksbZ deh gksxh rks dsUnzh; fo|ky; fdlh Hkh deZpkjh ds nkos ij u rks fopkj djsxk vkSj u gh mRRjnk;h gksxk

Insurance & accident risks of the workers will be the responsibility of the contractor.

Bsdsnkj vius deZpkfj;ksa dh lqj{kk ;o nq?kZVuk tksf[ke vkfn ds fy, iw.kZ ftEesnkj gksxk A

All the workers of the contractor shall be free from infectious diseases.

Bsdsnkj ds lHkh deZpkjh ladzfer chekjh ls eqDr gksaxs A

The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.

Bsdsnkj vius dk;Z esa tgkWa Hkh vko’;d gksxk] ykblsUl@vuqefr vkfn lacaf/kr vf/kdkfj;ksa ls izkIr djsxk A

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.

Bsdsnkj vius ,xzhesaV ds vuqlkj gh lsok,a nsxk A dsUnzh; fo|ky; dh fyf[kr iwokuqefr ds fcuk og viuh lsok,a fdlh vU; Bsdsnkj ;k O;fDr dks LFkkukUrfjr ugha djsxk A

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

Bsdsnkj dsUnzh; fo|ky; esa larks"kizn dk;Z ds fy, i;kZIr la[;k esa vius deZpkjh fu;qDr djsxk A

i;kZIr deZpkjh teknkj dh ns[kjs[k esa iw.kZ mRrjnkf;Ro ls dk;Z djsaxs A

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.

Bsdsnkj ds fdlh Hkh deZpkjh dks dsUnzh; fo|ky; ifjlj NksM+us dk vkns’k fn;k tk ldrk gS ;fn fdlh Hkh le; mldh mifLFkfr vokafNr eglwl gks A

**lkekU; 'krsZ** /GENERAL CONDITIONS

1. **पंजीकरण/Registration: -**

The registration of the Firm/Agency should be valid as on date of submission of tender.

ftl frfFk dks fufonk tek djkbZ tk,xh ml frfFk dks QeZ @ ,tsUlh dk iathdj.k ekU; gksuk pkfg, A

1. **धरोहर राशि/EMD**

Tender will be submitted with the Earnest money of Rs. 10000/-(Rupees ten Thousand only) through Demand Draft/ Banker’s Cheque payble in favour of “Kendriya Vidyalaya sikar, Vidyalaya Vikas Nidhi A/C” at the time of submitting of Tender. EMD of unsuccessful bidders will be returned within 30 days of finalization of contract while EMD of Successful Bidders will be adjusted towards performance Security Deposit @ 5% of total yearly payment and it will be retained for 14 Months from award of contract.

निविदा फर्म जमा करवाते समय उसके साथ केन्द्रीय विद्यालय [ksrMh uxj विद्यालय विकास निधि खाते के नाम देय राशि रू.10000/- (nl हजार रूपये मात्र) का डिमांड ड्राफ्ट/बैंकर्स चेक धरोहर राशि के रूप में जमा कराना होगा | विफल फर्मो को ठेका जारी होने के 01 महीने उपरान्त उनके द्वारा जमा धरोहर राशि लौटा दि जायेगी एवं ठेका प्राप्त फर्म की धरोहर राशि सुरक्षा राशि जो कि वार्षिक भुगतान की 5% है में समायोजित कर ली जायेगी जो की ठेका प्रारम्भ होने के 14 महीनो उपरान्त अनुबंध की शर्त पूर्ण होने पर फर्म को लौटाए जायेगी |

1. **अनुबंध/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

,d o"kZ ds fy, o ,d o"kZ ds fy, vkSj c<k;k tk ldrk gsS ;fn दोनों ikVhZ lger gks rFkk Bsdsnkj }kjk foxr o"kZ fd;k x;k dk;Z mPpre Lrj dk jgk gks A

1. **भुगतान की शर्ते/Terms of Payment: -**

The Kendriya Vidyalaya shall pay the agreed amount to the contractor on the monthly basis after completion of the month and submission of a certificate by the Committee of Teachers with countersignature of the Principal of the Vidyalaya ‘that the work has been done satisfactorily’.

As & when work is found unsatisfactory, the Vidyalaya may engage casual labour(s) and may procure material to bring the quality of cleanliness/conservancy work to the desired level, under intimation to the Contractor and the cost of engaging labour plus the cost of materials procured for this purpose will be deducted from the bill of the Contractor for the month.

DsUnzh; fo|ky; Bsdsnkj dks r; jkf’k ekfld vk/kkj ij]eghus ds lekIr gksus ij rFkk v/;kidksa dh lfefr }kjk fn;k x;k izek.k Ik= fd ^dk;Z lUrks"kizn <+xa ls fd;k x;k\* rFkk ml izek.k Ik= ij izkpk;Z }kjk gLrk{kj ds ckn Hkqxrku fd;k tk,xkA

tc dHkh Bsdsnkj dks dk;Z vlarks"kizn gksxk fo|ky; vius Lrj ij nSfud etnwj yxkdj] okafNr lkexzh dz; djds lQkbZ o visf{kr dk;Z djok ldsxk] bldh lwpuk Bsdsnkj dks Hkh nsnh tk,xh rFkk etnwjh o lkexzh ds isVs [kpZ dh xbZ jkf’k ml eghus ds Bsdsnkj }kjk izLrqr fcy esa ls dkV yh tk,xh A

1. **सामग्री रखने के लिए कमरे की सुविधा / Room Facility for Material Storage: -**

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 nameplate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after Vidyalaya hours.

Bsds dh vof/k esa dsUnzh; fo|ky; fu’kqYd :Ik esa] Bsdsnkj dks lkexzh j[kus o dk;Z dh ns[kjs[k djus okys ds fy, ,d NksVk dejk ;k txg miyC/k djk,xk A dejs ij Bsdsnkj dh dksbZ ukeifV~Vdk ugha yxkbZ tk,xh o u gh fo|ky; le; ds ckn fdlh dks Bgjus dh vuqefr gksxh A

**Bsdk fujLr djus dh lwpuk @NOTICE OF TERMINATION OF CONTRACT**

The contract can be terminated without assigning any reasons by giving one months notice in writing by either side.

fcuk dksbZ dkj.k Li"Vfd, fo|ky; dh vksj ls ,d ekg ds uksfVl (lwpuk)ij Bsdk fujLr fd;k tk ldrk gS A

### lqijfotu (teknkj }kjk lw{e fujh{k.k )@SUPERVISION

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

Bsdsnkj lQkbZ o j[kj[kko lsok ds fy, ,d O;fDr dks vf/kd`r djsxk tks dsUnzh; fo|ky; ds ukfer vf/kdkjh ;k vU; vf/kdkjh dks fjiksVZ nsxk A dsUnzh; fo|ky; }kjk ,sls vf/kd`r dks vko’;drk iM+us ij ryc fd;k tk ldsxk A

### njsa @RATES

At times when work is taken for a period less than a week because of closure of the Vidyalaya etc., rates would be calculated on daily basis and payment made accordingly.

fo|ky; ds ,d lIrkg ls de fnuksa esa [kqyus ij tc dk;Z ,d lIrkg ls de gksxk rc njksa dh fnuksa ds vk/kkj ij x.kuk dh tk,xh o Hkqxrku mlh ds vuq:i fd;k tk,xk A

### U;kf;d e/;LFkrk /ARBITRATION

In case of any dispute between the contractor and the Kendriya Vidyalaya arising cut 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 Provisions of the Indian Arbitration Act, 1940, shall govern the arbitration.

Bsdsnkj o dsUnzh; fo|ky; ds e/; dVkSrh ;k ,xzheSUV ds laca/k esa ;fn dksbZ fookn gs ekeyk dsUnzh; fo|ky; }kjk fu;qDr ,ao ek= U;kf;d e/;LFk dks gLrkarjfjr fd;k tk,xk vkSj bl izdkj ds U;kf;d e/;LFk }kjk fn;k x;k fu.kZ; vfUre gksxk vkSj mls ekuus ds fy, nksuksa i{k ck/; gksaxs A e/;LFk dk izko/kku Hkjrh; U;kf;d e/;LFkrk dkuwu 1940 ds vuqlkj gksxk A

### U;kf;d {ks=/JURISDICTION

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

bl ,xzhesaV ds lHkh dkuwuh okn&fookn LFkkfu; U;k;ky;ksa ds U;kf;d {ks= esa gh jgsaxs A

### All benefit due to Sweaper will be borned by contractor & the same must be shown & included in the tender rates quoted. The certificate of the payment for all expenditure may be submitted every month in Vidyalaya.

**सफाई कर्मी के सभी लाभ ठेकेदार द्वारा उठाए जाएंगे और उद्धृत किए गए निविदा दरों में उसे दिखाया जाना चाहिए। सभी व्यय के लिए भुगतान का प्रमाण पत्र हर महीने विद्यालय में जमा करवाना आवश्यक है।**

All the above conditions are accepted by me / us. &

Demand Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Rs.10000/- ( Rs. Ten Thousand Only) drawn at Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ towards earnest money enclosed herewith.

Date :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Tenderer

with seal of the firm

**dsUnzh; fo|ky;] lhdj jktLFkku**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| विवरण | Ektnwjh dh nj izfr कर्मचारी izfrekg | ih0 ,Q0 दर(नियोक्ता अंशदान) izfr”kr esa vafdr djsa | bZ0 ,l0 vkbZ0 दर (नियोक्ता अंशदान) izfr’kr esa vafdr djsa | lfoZl चार्ज प्रति कर्मचारी प्रति माह :i;s esa vafdr djsa | vU; pktZ] ;fn dksbZ हो rks vafdr djsa | कुल राशि प्रतिमाह |
|  | A | B | C | D | E | (A to E) |
| fo|ky; Hkou ,ao ifjlj dh lkQ lQkbZ gsrq lQkbZ dehZ |  |  |  |  |  |  |

1- lHkh izdkj dh U;wure etnwjh ,oa pktsZt tSls ih0 ,Q0] bZ0 ,l0 vkb0Z] lfoZl VSDl@th,lVh bR;kfn dk Hkqxrku QeZ ds }kjk vius Lrj ij dsUnz ljdkj dh njksa ds vuqlkj djuk gksxkA

2- fufonk QkeZ esa lfoZl pktZ :i;s esa Hkjuk vfuok;Z gksxk A :i;s ls de lfoZlpktZ Hkjus ij fufonk fujLr dj nh tk;sxh A

दिनांक:

gLrk{kj ----------------------------------------------------------------

QeZ dk uke----------------------------------------------------------

फर्म की मोहर----------------------------

केन्द्रीय विद्यालय lhdj

KENDRIYA VIDYALAYA SIKAR,

lhdj

SIKAR

332001

**के.वि. lhdj में साफ सफाई सेवा**

CONSERVANCY SERVICES

AT K.V. Sikar

निविदा प्रपत्र

TENDER FORM

2019

मूल्य: - 100/- रूपये

COST : Rs.100/-

TENDER FORM FOR GARDENING SERVICES AT KENDRIYA VIDYALAYA SIKAR

|  |  |  |
| --- | --- | --- |
| 1. | Name of Agency submitting the Tender ( ,stsUlh dk uke ½ | ……………………………………………………………… |
| 2. | Postal Address of the agency ( i= O;ogkj dk irk ) | ………………………………………………………………  ……………………………………………………………… |
| 3(a) | Agency’s registration number ( ,stsUlh dk iaft;u uEcj ) | ……………………………………………………………….. |
| 3(b)  4(a)  4(b) | Registration valid up to ¼iaft;u uacj dh oS/krk dh frfFk )  Service Tax /GST Registration Number ( S.T.-2 )( lsok 'kqYd th,lVh iaft;u uEcj  Proprietor PAN Number  ¼QeZ lapkyd dk isu uEcj ½ | ………………………………………………………………..  ……………………………………………………………….  ………………………………………………………………. |
| 5. | Agency’s Telephone number with STD code.  ( ,stsUlh dk VsfyQksu uEcj e; dksM ) | STD code ,l0Vh0Mh0 dksM ………………………….  Tel. Number Qksu ua0……………………………. |
| 6. | Rate quoted for Gardening services on monthly basis for the whole units of Vidyalaya Campus (Main buildin covered area, open area, surrounding, stairs, lobbies, corridors, toilets etc.) for all the Gardening of work & condition attached.  सम्पूर्ण विद्यालय के परिसर में बागानों, लॉन, फूलों के घमले, पेड़ और पौधों की रखरखाव की O;oLFkk ds fy, fufonk nj %& ¼एक O;fDr के लिए)   1. सम्पूर्ण विद्यालय के परिसर में बागानों लॉन फूलों के घमले पेड़ और पौधों की रखरखाव की O;oLFkk esa iz;ksx fd;s tkus okys leLr lkeku dh vkiwfrZ fo|ky; }kjk fd;s tkus   ij nj izfr माह ¼ 26 fnu ½ ds vk/kkj ij %& ------------------------------------------------------------------------------ | |
| 7. | Bankers cheque/DD no. with date for Earnest money drawn in favour of “Kendriya Vidyalaya sikar Vidyalaya Vikas Nidhi”for Rs. 5000/(Rs. five Thousand only) submitted with Tender ¼ fufonk QkeZ ds lkFk vekur jkf’k ds :i esa cSdlZ pSd@fMek.M Mªk¶V :0 5]000 dk \*\* dsUnzh; fo|ky; lhdj, विद्यालय विकास निधि\*\*ds i{k esa gks A | Banker’s cheque/ DD No………………………………..  cSdlZ pSd@fMek.M Mªk¶V dz0 ---------------------------------------------------------------------------  Dated/ fnukad………………………for Rs. 5000/-  (Rupees five Thousand only ( :i;s ikap gtkj ek= )  Drawn at Bank / cSasd dk uke ……………………….. |
| 8. | UNDERTAKING |  |
|  | I fully agree to comply with the terms & conditions mentioned APPENDEX-I attached to this tender form & the same has been signed by me at the bottom of each page of the said terms & conditions.  eS leLr fu;e ,oa 'krksZ ls lger gWw tks ifjf’k"V&A esa mYysf[kr gS tks fufonk QkeZ ds lkFk layXy gS muds izsR;sd i`"B ij esjs gLrk{kj gS A | |

Date:……………………………. Signature of Head of agency-----------------------------

Name of the person…signing the tender--------------

Stamp of the Agency………………………………………………

## APPENDEX-I

## Terms & conditions for gardening jobs for Kendriya Vidyalaya,Sikar

# केन्द्रीय विद्यालय, lhdj में बागवानी कार्य के लिए नियम एवं शर्ते

1. Name of the K.V.Kendriya Vidyalaya,sikar

dsunzh; fo|ky; dk uke dsUnzh; fo|ky;] lhdj

2. Address/ Location of the building Sikar Rajasthan-332001.

irk ,oa Hkou dh fLFkfr lhdj & 332001

3. Area of the building including open space As on site.

Hkou dk {ks=] ckgjh {ks= lfgr tSlh Hkou एवं विद्यालय परिसर dh fLFkrh

4. No. of days during the month for which Services are required 26 days p.m. & weekly

the services are required (26 days per

month & Weekly off 04 days p.m.) Unless otherwise required on written

requisition. Charges for gardending/beautification

etc. on Winter, Autumn/ Summer Brek(s) whenever required will be payable on prorata basis . No payment will be made for holidays.

ekl ds fnuks dh la[;k ftlesa lsok dh vko’;drk izfrekg esa vodk’k 04 lkIrkfgd 01 fnu dk fn;k tk;sxk ,ao

gksxh A & 26 fnu “ks"k fnu esa dk;Z djuk gksxk A 04 fnu ds vykok NqV~Vh ij jgus ij Hkqxrku dkV fy;k tkosxk A

कार्य क्षेत्र / SCOPE OF WORK:

Maintenance and upkeep of gardens, lawns, flower pots, trees and plants in the compound of the Vidyalaya by gardner who will work for 08 Hour daily.

सम्पूर्ण विद्यालय के परिसर में बागानों, लॉन, फूलों के घमले, पेड़ और पौधों की रखरखाव और सुरक्षा हेतु बागवान जो रोजाना 08 घंटे कार्य करेगा ||

**lkekU; 'krsZ** /GENERAL CONDITIONS

|  |  |
| --- | --- |
| Registration  iathdj.k | The registration of the Firm/Agency should be valid as on date of submission of tender.  ftl frfFk dks fufonk tek djkbZ tk,xh ml frfFk dks QeZ @ ,tsUlh dk iathdj.k ekU; gksuk pkfg, A |
| EMD  धरोहर jkf’k | Tender will be submitted with the Earnest money of  Rs. 5000/-(Rupees five Thousand only) through Demand Draft/ Banker’s Cheque in favour of “Kendriya Vidyalaya Sikar, Vidyalaya Vikas Nidhi A/C” at the time of submitting of Tender. EMD of unsuccessful bidders will be returned within 30 days of finalization of contract while EMD of Successful Bidders will be adjusted towards performance Security Deposit @ 5% of total yearly payment and it will be retained for 14 Months from award of contract.  निविदा फर्म जमा करवाते समय उसके साथ केन्द्रीय विद्यालय [ksrMh uxj विद्यालय विकास निधि खाते के नाम देय राशि रू. 5,000/- (ikap हजार रूपये मात्र) का डिमांड ड्राफ्ट/बैंकर्स चेक धरोहर राशि के रूप में जमा कराना होगा | विफल फर्मो को ठेका जारी होने के 01 महीने उपरान्त उनके द्वारा जमा धरोहर राशि लौटा nh जायेगी एवं ठेका प्राप्त फर्म की धरोहर राशि सुरक्षा राशि जो कि वार्षिक भुगतान की 5% है में समायोजित कर ली जायेगी जो की ठेका प्रारम्भ होने के 14 महीनो उपरान्त अनुबंध शर्ते पूर्ण होने पर फर्म को लौटाए जायेगी | |
| AGREEMENT  अनुबंध | 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.  ,d o"kZ ds fy, o ,d o"kZ ds fy, vkSj c<k;k tk ldrk gsS ;fn दोनों ikVhZ lger gks rFkk Bsdsnkj }kjk foxr o"kZ fd;k x;k dk;Z mPpre Lrj dk jgk gks A |
| TERMS OF PAYMENT  Hkqxrku dh 'krsZa | The Kendriya Vidyalaya shall pay he agreed amount to the contractor on the monthly basis after completion of the month and submission of a certificate by the Committee of Teachers with countersignature of the Principal of the Vidyalaya ‘that the work has been done satisfactorily’.  As & when work is found unsatisfactory, the Vidyalaya may engage casual labour(s) and may procure material to bring the quality of gardening work to the desired level, under intimation to the Contractor and the cost of engaging labour plus the cost of materials procured for this purpose will be deducted from the bill of the Contractor for the month.  DsUnzh; fo|ky; Bsdsnkj dks r; jkf’k ekfld vk/kkj ij]eghus ds lekIr gksus ij rFkk v/;kidksa dh lfefr }kjk fn;k x;k izek.k Ik= fd ^dk;Z lUrks"kizn <+xa ls fd;k x;k\* rFkk ml izek.k Ik= ij izkpk;Z }kjk gLrk{kj ds ckn Hkqxrku fd;k tk,xk A  tc dHkh Bsdsnkj dks dk;Z vlarks"kizn gksxk fo|ky; vius Lrj ij nSfud etnwj yxkdj] okafNr lkexzh dz; djds बागवानी o visf{kr dk;Z djok ldsxk] bldh lwpuk Bsdsnkj dks Hkh nsnh tk,xh rFkk etnwjh o lkexzh ds isVs [kpZ dh xbZ jkf’k ml eghus ds Bsdsnkj }kjk izLrqr fcy esa ls dkV yh tk,xh A |

### REQUIREMENTS FROM THE STAFF OF THE AGENCY WITH THEIR DUTIES, BEHAVIOUR ETC.

**,tsUlh ds deZpkfj;ksa ls dRrZO; ikyu] O;ogkj vkfn dh vis{kk A**

The contractor shall comply with all the laws and regulations applicable in the mater of such workers as are engaged by it.

Bsdsnkj vius leLr deZpfj;ksa] tks mlls lacaf/kr gS] ds ckjs esa ykxw leLr dkuwuksa o fu;eksa dks ekuus dks ck/; gksxk A

The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the Vidyalaya premises.

Bsdsnkj ds deZpkjh]] dsUnzh; fo|ky; ds deZpkfj;ksa ds dk;ksaZ esa O;o/kku ugha Mkyssxs o fo|kky; ifjlj esa 'kksj&’kjkck ugha djsxsa A

The contractor’s workers shall be polite, courteous, well behaved and honest.

Bsdsnkj ds deZpkjh fouez] lnkpkjh] vPNs O;ogkjh o bekunkj gksxk A

The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.

Bsdsnkj vius deZpkfj;ksa ds pksjh]] /kks[kk/kM+h]] vkxtuh ;k vU; fdlh Hkh idkj ds nqO;ogkj ds fy, iw.kZ mRrjnk;h o ftEesnkj gksxk A

The antecedents of all the workers will be got verified from police by the agency before deployment for work.

Bsdsnkj vius deZpkfj;ksa dks dk;Z ij fu;qfDr ls iwoZ iqfyl }kjk izekf.kr O;fDrxr C;kSjk izLrqr djsxk A

The contractor’s workers shall not enter into any unlawful activity within the Kendriya Vidyalaya premises and shall have a good moral character.

Bsdsnkj ds deZpkjh dsUnzh; fo|ky; ifjlj esa xSjdkuwuh xfrfof/k;ksa esa lafyIr ugha gksxsa o vPNk uSfrd pfj= j[ksaxs A

The Kendriya Vidyalaya shall have a 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.

;fn Bsdsnkj o mlds deZpkjh dsUnzh; fo|ky; dks izR;{k ;k vizR;{k :Ik ls gkfu igWaqpkrs gSa rks Bsdsnkj ij tqekukZ yxk;k tk,xk A bl tqekusZ dh olwyh uxn ;k Bsdsnkj }kjk tek laj{kk jkf’k esa ls dkV yh tk,xh A

The contractor shall be directly responsible for the payment of wages and other statutory Liabilities which should not be less than the rates prescribed by the State Govt. /Central Government whichever is higher and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State/Center. The Kendriya

Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.

Bsdsnkj vius deZpkfj;ksa dks esgurkuk o vU; ifjykHk jkT; ljdkj/केंद्र सरकार की दर में से जो भी अधिक है }kjk fu/kkZfjr /kkjk dkuwu o fu;eksa ds vuqlkj gh nsxk] blesa dksbZ deh ugh j[ksxk A ;fn blesa dksbZ deh gksxh rks dsUnzh; fo|ky; fdlh Hkh deZpkjh ds nkos ij u rks fopkj djsxk vkSj u gh mRRjnk;h gksxk A

Insurance & accident risks of the workers will be the responsibility of the contractor.

Bsdsnkj vius deZpkfj;ksa dh lqj{kk ;o nq?kZVuk tksf[ke vkfn ds fy, iw.kZ ftEesnkj gksxk A

All the workers of the contractor shall be free from infectious diseases.

Bsdsnkj ds lHkh deZpkjh ladzfer chekjh ls eqDr gksaxs A

The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.

Bsdsnkj vius dk;Z esa tgkWa Hkh vko’;d gksxk] ykblsUl @ vuqefr vkfn lacaf/kr vf/kdkfj;ksa ls iw.kZr% izkIr djsxk A

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.

Bsdsnkj vius ,xzhesaV ds vuqlkj gh lsok,a nsxk A dsUnzh; fo|ky; dh fyf[kr iwokuqefr ds fcuk og viuh lsok,a fdlh vU; Bsdsnkj ;k O;fDr dks LFkkukUrfjr ugha djsxk A

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

Bsdsnkj dsUnzh; fo|ky; esa larks"kizn dk;Z ds fy, i;kZIr la[;k esa vius deZpkjh fu;qDr djsxk A

i;kZIr deZpkjh teknkj dh ns[kjs[k esa iw.kZ mRrjnkf;Ro ls dk;Z djsaxs A

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.

Bsdsnkj ds fdlh Hkh deZpkjh dks dsUnzh; fo|ky; ifjlj NksM+us dk vkns’k fn;k tk ldrk gS ;fn fdlh Hkh le; mldh mifLFkfr vokafNr eglwl gks A

**Bsdk fujLr djus dh lwpuk @NOTICE OF TERMINATION OF CONTRACT**

The contract can be terminated without assigning any reasons by giving one months notice in writing by either side.

fcuk dksbZ dkj.k Li"V fd, fo|ky; dh vksj ls ,d ekg ds uksfVl (lwpuk) ij Bsdk fujLr fd;k tk ldrk gS A

### lqijfotu (teknkj }kjk lw{e fujh{k.k )@SUPERVISION

The contractor shall authorize a person to supervise the gardening service that will report to the designated officer or any other of the Kendriya Vidyalaya so authorized as and when he is required to do so by the Kendriya Vidyalaya.

Bsdsnkj बागवानी ds fy, ,d O;fDr dks vf/kd`r djsxk tks dsUnzh; fo|ky; ds ukfer vf/kdkjh ;k vU; vf/kdkjh dks fjiksVZ nsxk A dsUnzh; fo|ky; }kjk ,sls vf/kd`r dks vko’;drk iM+us ij ryc fd;k tk ldsxk A

### njsa @RATES

At times when work is taken for a period less than a week because of closure of the Vidyalaya etc., rates would be calculated on daily basis and payment made accordingly.

fo|ky; ds ,d lIrkg ls de fnuksa esa [kqyus ij tc dk;Z ,d lIrkg ls de gksxk rc njksa dh fnuksa ds vk/kkj ij x.kuk dh tk,xh o Hkqxrku mlh ds vuq:i fd;k tk,xk A

### U;kf;d e/;LFkrk /ARBITRATION

In case of any dispute between the contractor and the Kendriya Vidyalaya arising cut 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 Provisions of the Indian Arbitration Act, 1940, shall govern the arbitration.

Bsdsnkj o dsUnzh; fo|ky; ds e/; dVkSrh ;k ,xzheSUV ds laca/k esa ;fn dksbZ fookn gs ekeyk dsUnzh; fo|ky; }kjk fu;qDr ,ao ek= U;kf;d e/;LFk dks gLrkarjfjr fd;k tk,xk vkSj bl izdkj ds U;kf;d e/;LFk }kjk fn;k x;k fu.kZ; vfUre gksxk vkSj mls ekuus ds fy, nksuksa I{j ck/; gksaxs A e/;LFk dk izko/kku Hkjrh; U;kf;d e/;LFkrk dkuwu 1940 ds vuqlkj gksxk A

### U;kf;d {ks=/JURISDICTION

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

bl ,xzhesaV ds lHkh dkuwuh okn&fookn LFkkfu; U;k;ky;ksa ds U;kf;d {ks= esa gh jgsaxs A

### All benefit due to Gardener will be borned by contractor & the same must be shown & included in the tender rates quoted. The certificate of the payment for all expenditure may be submitted every month to Vidyalaya.

**बागवान के सभी लाभ ठेकेदार द्वारा उठाए जाएंगे और उद्धृत किए गए निविदा दरों में उसे दिखाया जाना चाहिए। सभी व्यय के लिए भुगतान का प्रमाण पत्र हर महीने एजेंसी द्वारा विद्यालय को जमा करवा आवश्यक है ।**

All the above conditions are accepted by me / us. & Demand Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Rs. 5000/- ( Rs. five Thousand Only) drawn at Bank \_\_\_\_\_\_\_\_\_\_\_\_\_ towards earnest money enclosed herewith.

Date :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Tenderer with seal of the firm

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| विवरण | Ektnwjh dh nj izfr कर्मचारी izfrekg | ih0 ,Q0 दर(नियोक्ता अंशदान) izfr”kr esa vafdr djsa | bZ0 ,l0 vkbZ0 दर (नियोक्ता अंशदान) izfr’kr esa vafdr djsa | lfoZl चार्ज प्रति कर्मचारी प्रति माह :i;s esa vafdr djsa | vU; pktZ] ;fn dksbZ हो rks vafdr djsa | कुल राशि प्रतिमाह |
|  | A | B | C | D | E | (A to E) |
| सम्पूर्ण विद्यालय के परिसर में बागानों, लॉन, फूलों के घमले, पेड़ और पौधों की रखरखाव और सुरक्षा हेतु बागवान |  |  |  |  |  |  |

1- lHkh izdkj dh U;wure etnwjh ,oa pktsZt tSls ih0 ,Q0] bZ0 ,l0 vkb0Z] lfoZl VSDl bR;kfn dk Hkqxrku QeZ ds }kjk vius Lrj ij dsUnz ljdkj dh njksa ds vuqlkj djuk gksxkA

2- fufonk QkeZ esa lfoZl pktZ :i;s esa Hkjuk vfuok;Z gksxk A :i;s ls de lfoZlpktZ Hkjus ij fufonk fujLr dj nh tk;sxh A

दिनांक:

gLrk{kj ----------------------------------------------------------------

QeZ dk uke----------------------------------------------------------

फर्म की मोहर----------------------------------------------------------

केन्द्रीय विद्यालय सीकर

KENDRIYA VIDYALAYA ,SIKAR

सीकर-३३२००१

SIKAR - 332001

**के.वि.सीकर में बागवानी सेवा**

GARDNING SERVICES

**AT K.V. SIKAR**

निविदा प्रपत्र

TENDER FORM

2019

मूल्य: - 100/- रूपये

COST : Rs.100/-

dsUnzh; fo|ky;] सीकर esa lqj{kk ,oa pkSdhnkjh dk;Z ds fy, fufonk izi=

TENDER FORM FOR SECURITY (WATCH & WARD) SERVICES AT KENDRIYA VIDYALAYA,SIKAR

|  |  |  |
| --- | --- | --- |
| **1** | **,stsUlh dk uke**  **Name of Agency submitting the Tender** | **………………………………………………………………** |
| **2** | **i= O;ogkj dk irk**  **Postal Address of the agency** | **………………………………………………………………**  **……………………………………………………………..** |
| **3(a)** | **,stsUlh dk iaft;u uEcj**  **Agency’s registration number** | **………………………………………………………………..** |
| **3(b)** | iaft;u uacj dh oS/krk dh frfFk Registration valid up to | **………………………………………………………………..** |
| **4(a)** | lsok 'kqYd iath;u संख्या Service Tax Registration/GST Regd. No.(S.T.2) | **……………………………………………………………..** |
| **4.(b)** | QeZ lapkyd dk iSu uEcj Proprietor PAN Number |  |
| **5.** | **,stsUlh dk VsfyQksu uEcj e; dksM Agency’s Telephone number with STD code.** | **STD code ,l0Vh0Mh0 dksM ………………………….**  **Tel. Number Qksu ua0…………………………….** |
| **6.** | **LkEiw.kZ fo|ky; dh lqj{kk@pkSdhnkjh O;oLFkk ds fy, fufonk nj izfr deZpkjh] izfrfnu] 30 fnol ds ekg ds vk/kkj ij njsa dksV djsa rFkk layXu ifjf’k"B esa n’kkZbZ xbZ lHkh fu;e ,oa ’krksZ ds vuqlkj pkSdhnkjh@lqj{kk O;oLFkk fo|ky; esa dh tkosxh**  **Rate should be quoted for Watch & Ward services on basis of per employee per day for the 30 days month for the whole units of Vidyalaya Campus as per term & conditions laid down in attach Annexure-I** | |
| **7.** | **fufonk QkeZ ds lkFk vekur jkf’k ds :i esa cSdlZ pSd@fMek.M Mªk¶V :0 20]000 dk \*\* dsUnzh; fo|ky; सीकर विद्यालय विकास निधि \*\* ds i{k esa gks A Bankers cheque/DD no. with date for Earnest money drawn in favour of “Kendriya Vidyalaya sikar Vidyalay Vikas Nidhi”for Rs.20000/(Rs. twenty Thousand only) submitted with Tender** | **cSdlZ pSd@fMek.M Mªk¶V dz0 Banker’s cheque/ DD No………………………………..**  **---------------------------------------------------------------------------**  **fnukad Dated/ ………………………for Rs20000/-**  **:i;s chl gtkj ek= ) (Rupees twenty Thousand only**  **cSasd dk uke Drawn at Bank / ………………………..** |
| **8** | UNDERTAKING |  |
|  | eS leLr fu;e ,oa 'krksZ ls lger gWw tks ifjf’k"V &1 esa mYysf[kr gS tks fufonk QkeZ ds lkFk layXu gSs izR;sd i`"B ij esjs gLrk{kj gS A  I fully agree to comply with the terms & conditions mentioned APPENDEX-I etc. attached to this tender form & the same has been signed by me at the bottom of each page of the said terms & conditions.  No cutting/overwriting will be allowed in the Tender Form if any found, the tender will be rejected. | |

**fnukad %&**

**LFkku%&**

**gLrk{kj------------------------------------------**

**gLrk{kj djus okys dk uke--------------------------------**

**,tsUlh dh eksgj--------------------------------------------------**

Annexure-I

**TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES AT KENDRIYA VIDYALAYA, SIKAR - 332001**

That the agency shall provide security arrangements for Kendriya Vidyalaya Building and its premises located at Khetri Nagar round the clock and on all days of the months including holidays. The Agency will quote the rate per month for the same inclusive of all charges except the service tax. The rate of service tax, if to be paid, should be explicityly shown along with the rate quoted for providing the security services without arms.

यह एजेंसी केन्द्रीय विद्यालय भवन और परिसर जो कि सीकर पर स्थित है, महीनों के सभी दिनों में सम्पूर्ण दिवस में (24 घंटे) छुट्टियों सहित के लिए सुरक्षा व्यवस्था प्रदान करेगी। सेवा टैक्स को छोड़कर सभी शुल्क के लिए एजेंसी प्रति माह दर का उद्धरण करेगी। सर्विस टैक्स@th,lVh की दर, अगर भुगतान किया जाना चाहिए, स्पष्ट रूप से हथियारों के बिना सुरक्षा सेवाएं प्रदान करने के लिए उद्धृत दर के साथ दिखाया जाना चाहिए

1. That the agency would undertake to engage, employ and provide the requisite number of trained security guards without arms for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. Only in situations when the Security guards without arms deployed absents due to some emergency such as sickness etc. and no other security guards is available to replace him, other trained security personnel can be engaged for the said purpose by the agency.

एजेंसी विद्यालय की सुरक्षा के उद्देश्य के लिए हथियारों के बिना आवश्यक प्रशिक्षित सुरक्षा गार्ड की नियुक्ति, रोजगार और उपलब्ध कराने का कार्य करेगी और उनके वेतन और देय राशि, अनुशासन और काम के भुगतान के लिए भी जिम्मेदार होगा। केवल ऐसी परिस्थितियों में जब कोई आपात स्थिति जैसे कि बीमारी जैसी कुछ आपात स्थिति के कारण हथियारों के बिना सुरक्षा गार्ड अनुपस्थित तैनात होते हैं और उसे बदलने के लिए कोई अन्य सुरक्षा गार्ड उपलब्ध नहीं है, तो अन्य प्रशिक्षित सुरक्षा कर्मियों को एजेंसी द्वारा उक्त उद्देश्य के लिए लगी जा सकती है।

1. 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. The agency will be responsible for any loss of the Vidyalaya property etc. and will be fully responsible for negligence of the persons employed by it. The agency will be fully responsible to pay the cost of the lost stocks/property due to theft.

इमारत / परिसर के सुरक्षा उपायों को लेने के लिए सम्पूर्ण जिम्मेदारी एजेंसी की है और विद्यालय सुरक्षा चूक के लिए कुछ भी भुगतान करने के लिए उत्तरदायी नहीं होगा। एजेंसी विद्यालय संपत्ति के किसी भी नुकसान के लिए जिम्मेदार होगा और इसके द्वारा नियोजित व्यक्तियों की लापरवाही के लिए पूरी तरह से जिम्मेदार होगा। चोरी की वजह से खोए हुए स्टॉक / संपत्ति की लागत का भुगतान करने के लिए एजेंसी पूरी तरह जिम्मेदार होगी।

1. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.

रोटेशन या प्रतिस्थापन में कर्मियों को बदलकर एजेंसी पूरे 24 घंटों में पूर्ण सुरक्षा उपाय प्रदान करेगी |

**REQUIREMENTS FROM THE STAFF OF THE AGENCY WITH THEIR DUTIES, BEHAVIOUR ETC.**

**,tsUlh ds deZpkfj;ksa ls dRrZO; ikyu] O;ogkj vkfn dh vis{kk A**

The contractor shall comply with all the laws and regulations applicable in the mater of such workers as are engaged by it.

Bsdsnkj vius leLr deZpfj;ksa] tks mlls lacaf/kr gS] ds ckjs esa ykxw leLr dkuwuksa o fu;eksa dks ekuus dks ck/; gksxk A

The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the Vidyalaya premises.

Bsdsnkj ds deZpkjh]] dsUnzh; fo|ky; ds deZpkfj;ksa ds dk;ksaZ esa O;o/kku ugha Mkyssxs o fo|kky; ifjlj esa 'kksj&’kjkck ugha djsxsa A

The contractor’s workers shall be polite, courteous, well behaved and honest.

Bsdsnkj ds deZpkjh fouez] lnkpkjh] vPNs O;ogkjh o bekunkj gksxk A

The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.

Bsdsnkj vius deZpkfj;ksa ds pksjh]] /kks[kk/kM+h]] vkxtuh ;k vU; fdlh Hkh idkj ds nqO;ogkj ds fy, iw.kZ mRrjnk;h o ftEesnkj gksxk A

The antecedents of all the workers will be got verified from police by the agency before deployment for work.

Bsdsnkj vius deZpkfj;ksa dks dk;Z ij fu;qfDr ls iwoZ iqfyl }kjk izekf.kr O;fDrxr C;kSjk izLrqr djsxk A

The contractor’s workers shall not enter into any unlawful activity within the Kendriya Vidyalaya premises and shall have a good moral character.

Bsdsnkj ds deZpkjh dsUnzh; fo|ky; ifjlj esa xSjdkuwuh xfrfof/k;ksa esa lafyIr ugha gksxsa o vPNk uSfrd pfj= j[ksaxs A

The Kendriya Vidyalaya shall have a 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.

;fn Bsdsnkj o mlds deZpkjh dsUnzh; fo|ky; dks izR;{k ;k vizR;{k :Ik ls gkfu igWaqpkrs gSa rks Bsdsnkj ij tqekukZ yxk;k tk,xk A bl tqekusZ dh olwyh uxn ;k Bsdsnkj }kjk tek laj{kk jkf’k esa ls dkV yh tk,xh A

The contractor shall be directly responsible for the payment of wages and other statutory Liabilities which should not be less than the rates prescribed by the State Govt. /Central Government whichever is higher and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State/Center. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.

Bsdsnkj vius deZpkfj;ksa dks esgurkuk o vU; ifjykHk jkT; ljdkj/केंद्र सरकार की दर में से जो भी अधिक है }kjk fu/kkZfjr /kkjk dkuwu o fu;eksa ds vuqlkj gh nsxk] blesa dksbZ deh ugh j[ksxk A ;fn blesa dksbZ deh gksxh rks dsUnzh; fo|ky; fdlh Hkh deZpkjh ds nkos ij u rks fopkj djsxk vkSj u gh mRRjnk;h gksxk A

Insurance & accident risks of the workers will be the responsibility of the contractor.

Bsdsnkj vius deZpkfj;ksa dh lqj{kk o nq?kZVuk tksf[ke vkfn ds fy, iw.kZ ftEesnkj gksxk A

All the workers of the contractor shall be free from infectious diseases.

Bsdsnkj ds lHkh deZpkjh ladzfer chekjh ls eqDr gksaxs A

The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.

Bsdsnkj vius dk;Z esa tgkWa Hkh vko’;d gksxk] ykblsUl @ vuqefr vkfn lacaf/kr vf/kdkfj;ksa ls iw.kZr% izkIr djsxk A

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.

Bsdsnkj vius ,xzhesaV ds vuqlkj gh lsok,a nsxk A dsUnzh; fo|ky; dh fyf[kr iwokuqefr ds fcuk og viuh lsok,a fdlh vU; Bsdsnkj ;k O;fDr dks LFkkukUrfjr ugha djsxk A

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

Bsdsnkj dsUnzh; fo|ky; esa larks"kizn dk;Z ds fy, i;kZIr la[;k esa vius deZpkjh fu;qDr djsxk A

i;kZIr deZpkjh सुपरवाइज्र्र dh ns[kjs[k esa iw.kZ mRrjnkf;Ro ls dk;Z djsaxs A

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.

Bsdsnkj ds fdlh Hkh deZpkjh dks dsUnzh; fo|ky; ifjlj NksM+us dk vkns’k fn;k tk ldrk gS ;fn fdlh Hkh le; mldh mifLFkfr vokafNr eglwl gks A

**lkekU; 'krsZ** /GENERAL CONDITIONS

|  |  |
| --- | --- |
| Registration  iathdj.k | The registration of the Firm/Agency should be valid as on date of submission of tender.  ftl frfFk dks fufonk tek djkbZ tk,xh ml frfFk dks QeZ @ ,tsUlh dk iathdj.k ekU; gksuk pkfg, A |
| EMD  धरोहर jkf’k | Tender will be submitted with the Earnest money of Rs. 20000/-(Rupees Twenty Thousand only) through Demand Draft/ Banker’s Cheque in favour of “Kendriya Vidyalaya Sikar, Vidyalaya Vikas Nidhi A/C” at the time of submitting of Tender. EMD of unsuccessful bidders will be returned within 30 days of finalization of contract while EMD of Successful Bidders will be adjusted towards performance Security Deposit @ ५% of total yearly payment and it will be retained for 14 Months from award of contract.  निविदा फर्म जमा करवाते समय उसके साथ केन्द्रीय विद्यालय सीकर विद्यालय विकास निधि खाते के नाम देय राशि रू. 20,000/- (chl हजार रूपये मात्र) का डिमांड ड्राफ्ट/बैंकर्स चेक धरोहर राशि के रूप में जमा कराना होगा | विफल फर्मो को ठेका जारी होने के 01 महीने उपरान्त उनके द्वारा जमा धरोहर राशि लौटा दि जायेगी एवं ठेका प्राप्त फर्म की धरोहर राशि सुरक्षा राशि जो कि वार्षिक भुगतान की ५% है में समायोजित कर ली जायेगी जो की ठेका प्रारम्भ होने के 14 महीनो उपरान्त अनुबंध की शर्त पूर्ण होने पर फर्म को लौटाए जायेगी |
| AGREEMENT  अनुबंध | 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.  ,d o"kZ ds fy, o ,d o"kZ ds fy, vkSj c<k;k tk ldrk gsS ;fn दोनों ikVhZ lger gks rFkk Bsdsnkj }kjk foxr o"kZ fd;k x;k dk;Z mPpre Lrj dk jgk gks A |
| TERMS OF PAYMENT  Hkqxrku dh 'krsZa | The Kendriya Vidyalaya shall pay the agreed amount to the contractor on the monthly basis after completion of the month and submission of a certificate by the Committee of Teachers with countersignature of the Principal of the Vidyalaya ‘that the work has been done satisfactorily’.  As & when work is found unsatisfactory, the Vidyalaya may engage casual labour(s) and may procure material to bring the quality of cleanliness/conservancy work to the desired level, under intimation to the Contractor and the cost of engaging Guards will be deducted from the bill of the Contractor for the month.  DsUnzh; fo|ky; Bsdsnkj dks r; jkf’k ekfld vk/kkj ij]eghus ds lekIr gksus ij rFkk v/;kidksa dh lfefr }kjk fn;k x;k izek.k Ik= fd ^dk;Z lUrks"kizn <+xa ls fd;k x;k\* rFkk ml izek.k Ik= ij izkpk;Z }kjk gLrk{kj ds ckn Hkqxrku fd;k tk,xk A  tc dHkh Bsdsnkj dks dk;Z vlarks"kizn gksxk fo|ky; vius Lrj ij nSfud सुरक्षा कर्मी yxkdj] visf{kr dk;Z djok ldsxk] bldh lwpuk Bsdsnkj dks Hkh nsnh tk,xh rFkk भुगतान ds isVs [kpZ dh xbZ jkf’k ml eghus ds Bsdsnkj }kjk izLrqr fcy esa ls dkV yh tk,xh A |
|  |  |

**GENERAL CONDITIONS lkekU; 'krsZ**

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

विद्यालय किसी भी शुल्क, देय राशि, मुआवजे के तहत किसी भी औद्योगिक हानि या उससे कम अन्य कार्यों के लिए कर्मियों को भुगतान करने के लिए उत्तरदायी नहीं होगा, यह केवल एजेंसी की जिम्मेदारी होगी जो ऐसे कर्मियों का नियोक्ता होगा |

1. The Agency will sign an agreement on Non-Judicial stamp paper of Rs.500/- with the Vidyalaya for providing Security Services round the clock.

फर्म द्वारा 24 घंटों के दौरान सुरक्षा सेवाओं के लिए विद्यालय के साथ 500 रुपये के गैर-न्यायिक स्टैंप पेपर पर हस्ताक्षर कर समझौता विद्यालय को प्रस्तुत करना होगा

1. That the attested copy of the Registration Certificate of the Agency as a security service provider and the certificate of registration of service tax valid as on the date will be attached to the tender by the Agency.

कि एक सुरक्षा सेवा प्रदाता के रूप में एजेंसी के पंजीकरण प्रमाण पत्र की प्रमाणित प्रति और तिथि के अनुसार वैध सेवा कर के पंजीकरण का प्रमाण एजेंसी द्वारा निविदा के साथ संलग्न किया जाएगा

1. That the 2.00% Income Tax (Education cess extra) will deducted at source from the bill of the month for the security services & will be deposited with Income Tax department.

आयकर के तौर पर प्रत्येक महीने के कुल भुगतान से 2% की दर से आयकर की कटौती कर राशि आयकर विभाग को जमा करवाई जायेगी

1. The antecedents of all the workers will be got verified from police by the agency before deployment for work.

Bsdsnkj vius deZpkfj;ksa dks dk;Z ij fu;qfDr ls iwoZ iqfyl }kjk izekf.kr O;fDrxr C;kSjk izLrqr djsxk A

1. All rights of accepting or rejecting a Tender will lie with the Principal of the Kendriya Vidyalaya & Executive Committee of VMC of the Kendriya Vidyalaya, Sikar-332001.

निविदा को स्वीकार या अस्वीकार करने के सभी अधिकार केन्द्रीय विद्यालय के प्राचार्य और केन्द्रीय वि|ky;] सीकर के वीएमसी के कार्यकारी समिति को अधिकृत है ।

1. Total Three guard for per day for round the clock security for 8 x 3.

सुरक्षा के लिए प्रतिदिन 03 सुरक्षा कर्मियों की ड्यूटी रहेगी 8 X 3

1. All benefit due to security guards will be borned by contractor & the same must be shown & included in the tender rates quoted. The certificate of the payment for all expenditure may be submitted every month.

सुरक्षा गार्ड के कारण सभी लाभ ठेकेदार द्वारा उठाए जाएंगे और उद्धृत किए गए निविदा दरों में उसे दिखाया जाना चाहिए। सभी व्यय के लिए भुगतान का प्रमाण पत्र हर महीने जमा किया जा सकता है।

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

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1. In case of any dispute between the contractor and the Kendriya Vidyalaya arising cut 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 Provisions of the Indian Arbitration Act, 1940, shall govern the arbitration.

Bsdsnkj o dsUnzh; fo|ky; ds e/; dVkSrh ;k ,xzheSUV ds laca/k esa ;fn dksbZ fookn gs ekeyk dsUnzh; fo|ky; }kjk fu;qDr ,ao ek= U;kf;d e/;LFk dks gLrkarjfjr fd;k tk,xk vkSj bl izdkj ds U;kf;d e/;LFk }kjk fn;k x;k fu.kZ; vfUre gksxk vkSj mls ekuus ds fy, nksuksa I{j ck/; gksaxs A e/;LFk dk izko/kku Hkjrh; U;kf;d e/;LFkrk dkuwu 1940 ds vuqlkj gksxk A

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

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### All benefit due to Security Guards will be borned by contractor & the same must be shown & included in the tender rates quoted. The certificate of the payment for all expenditure may be submitted every month to Vidyalaya.

**सुरक्षा कर्मियों के सभी लाभ ठेकेदार द्वारा उठाए जाएंगे और उद्धृत किए गए निविदा दरों में उसे दिखाया जाना चाहिए। सभी व्यय के लिए भुगतान का प्रमाण पत्र हर महीने एजेंसी द्वारा विद्यालय को जमा करवा आवश्यक है ।**

**All the above conditions are accepted by me / us. &**

**Demand Draft No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for Rs. 20000/- ( Rs. Twenty Thousand Only) drawn at Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ towards earnest money enclosed herewith.**

Date :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Tenderer

with seal of the firm

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| विवरण | nj izfr कर्मचारी izfrekg | ih0 ,Q0 दर (नियोक्ता अंशदान) izfr”kr esa vafdr djsa | bZ0 ,l0 vkbZ0 दर (नियोक्ता अंशदान) izfr’kr esa vafdr djsa | lfoZl चार्ज प्रति कर्मचारी प्रति माह :i;s esa vafdr djsa | vU; pktZ] ;fn dksbZ हो rks vafdr djsa | कुल राशि प्रतिमाह |
|  | A | B | C | D | E | (A to E) |
| महीनों के सभी दिनों में 24 घंटे (सम्पूर्ण दिवस) छुट्टियों सहित के लिए सुरक्षा व्यवस्था हेतु कुशल सुरक्षाकर्मी |  |  |  |  |  |  |

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फर्म की मोहर--------------------------------------------------------------

केन्द्रीय विद्यालय] सीकर

KENDRIYA VIDYALAYA SIKAR,

सीकर – ३३२००१

SIKAR - 332001

**के.वि. सीकर में सुरक्षा सेवा**

SECURITY (WATCH & WARD) SERVICES

AT K.V. , SIKAR

निविदा प्रपत्र

TENDER FORM

2019

मूल्य: - 100/- रूपये

COST : Rs.100/-

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on \_\_\_\_\_\_\_day of the month of \_\_\_\_\_\_\_2013, between, on one hand, the Commissioner of KVS acting through Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Designation of the officer Principal KV-Sikar (hereinafter called the "BUYER", which expression shall mean and include**, unless** the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Chief Executive Officer (hereinafter called the "BIDDER/Seller" , which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure/obtain services of security, cleaning and gardening(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the **Bidder is a private company**/**public company**/**Government undertaking**/**partnership/registered export agency** , **constituted in accordance with the relevant law in the matter and the** BUYER is a Ministry **/Department of the Government of India**/**PSU performing its functions on behalf of the President of India.**

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing prior to, during and subsequent to the currency of thecontract to be entered into with a view to :-

**Enabling t**he BUYER to obtain the desired said store/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in**order to secure** the contract by providing assurance to them that their competitorswill also Abstain from bribing and other corrupt practices, and the BUYER will commit**to prevent corruption**, in any form, by **its officials by following transparent**procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree asfollows:

**1. Commitments of the BUYER**

1.1 The BUYER undertakes that no **official of the BUYER connected** directly or indirectly with the contract, **will demand, take a promise for or** accept, directly or through interme**diaries, any bribe**, **consideration, gift,** reward, favour or any material **or immaterial benefit** or any other **advantage** from the BIDDER, **either for themselves or for any person,**organisation or third party related **to the contract in exchange for an** advantage in the bidding **proces**s, **bid evaluation** , **contracting or** implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, **treat all** BIDDERs alike, and will provide to all BIDDERs the **same information** and will not provide any such information to any particular **BIDDER**- which could afford an advantage to that particul**ar BIDDER in comparison to other** BIDDERs.

1.3 All the officials or the *BUYER will* report **to the appropriate** Government office any attempted or completed breaches **or the above commitments as well as any substantial** suspicion of **such a breach.**

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such **a case** while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERs**

3.The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to 'secure the contract' or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or-to any person, organisation or third party related to the contract in exchange for any advantage in the bidding,- evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes **that it has not given**, offered or promised to give, directly or indirectly any **bribe** , **gift, -consideration,** reward, favour, any material **or immaterial benefit or other advantage,** commission, gees, brokerage **or inducement to any official of the** BUYER or otherwise in procuring **the Contract or forbearing to do or**having dons any act in relation **to the obtaining or execution of the** contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any **person in relation to the** contract or any other contract with the Government.

3.3\* BIDDERs shall disclose the name and address **of agents and** representatives and Indian BIDDERs **shall disclose** their foreign principals or **associates.**

3.4\* BIDDERs shall disclose the payments **to be made by them to** agents/brokers or any other intermediary, **in connection** with this bid/contract.

3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ **authorised** government sponsored export entity of the defence stores and-has hot engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of – its functionaries, whether officially or unofficially **to the award** , of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, **agents**, b**rokers** or any other **intermediaries** in connection **with the contract and the details of services agreed** upon for such payments.

3.7 The, BIDDER will not collude with other parties **interested**-in-the contract to impair the transparency, **fairness and progress of thebidding process**, **bid evaluation, contracting and implementation of the contract.**

3.8 The BIDDER will not accept any advantage **in exchange for any corrupt** practice, unfair means and illegal **activities.**

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such Information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, **is a relative** of any of the officers of the BUYER, or alternatively, if any r **elative of** an officer of the BUYER has financial interest/stake in theBIDDER'**s firm, the same** shall be disclosed by the BIDDER at the time of '**filing of tender.**

The term 'relative' for this purpose would be **as defined** in Section 6 of the Companies Act 1956.

3. 13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or-the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER **shall deposit** an amount of Rs. 5000/- (to be specified **in RFP) as Earnest** Money/Security **Deposit**, with the BUYER through any of the following instruments:

**(i) Bank Draft** or a Pay Order **in favour of Kendriya Vidyalaya – Sikar**

(ii) A confirmed **guarantee** by an **………………………. Bank** promising payment **of the guaranteed**, sum to the BUYER on demand within three working days without **any demur whatsoever** end without seeking any reason whatsoever. The demand for payment by the BUYER shall be **treated as conclusive** proof of payment.

(iii) Any other mode or through any other instrument (**to be specified** in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five **years or the complete** conclusion **of the contractual obligations to the** complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by theBUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest

Money/Security Deposit for the period of its currency.

**6.Sanctions** for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract **negotiations** without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(**s) would continue.**

(ii) The Earnest Money Deposit (in pre-contract **stage**) and/or Security Deposit/Performance Bond (after the contract **is signed) shall stand forfeited** either fully or **partially,** as decided by the BUYER and **the BUYER shall** not be required t**o assign any reason therefore.**

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv)To recover all sums already paid by the BUYER, **and in case of an Indian BIDDER** w**ith interest thereon at 2% higher than the prevailing Prime Lending Rate of ………………………..Bank, while in case of a** BIDDER from **a country** other **than India with interest thereon** at 2% **higher than** the LIBOR. If any outstanding **payment is due to the** BIDDER from the BUYER in connection with any other **contract for any other stores**, **such outstanding payment could also be utilised to recover the aforesaid sum and interest.**

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi)To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing-the contract.

**(ix) In cases** .where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER-with the BIDDER, the same shall not be opened.

(x) Forfeiture **of Performance** Bond in **case of a decision** by the BUYER**to forfeit the same with**out **assignin**g **any reason for imposing sanction for violation of this Pact.**

6.2 The BUYER will be entitled to take, all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

**7.Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems **at a price** lower **than that offered in the present** bid in respect of any other Ministry/ **Department of the** Government of India or PSU and if it is found at any **stage that** similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present **case** and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The BUYER has appointed **Independent Monitors** (hereinafter referred to as Monitors) for this Pact in consultation with the **Central** Vigilant Commission (Names and Addresses of the Monitors **to be given).**

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent **the parties** comply with the **obligations** under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'BUYER including, that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be, under contractual obligation to treat - the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact o**n the contractual relations between the parties**. The parties will offer to the Monitor **the option to participate in such meetings.**

8.8 The Monitor will submit a written report **to the designated** Authority of BUYER/**Secretary in the Department**/ within **8 to 10 weeks from the date of reference or intimation to him by the BUYER** / **BIDDER, and should the occasion arise, submit proposals for correcting problematic** situations.

9. **Facilitation of investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the .documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

**This Pact is subject** to Indian Law. The place of performance **and jurisdiction is the seat of the BUYER.**

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

12.1 The validity of this Integrity **Pact shall be from date of its signing and** extend up-to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**12.2 Should one or several provisions of this. Pact, turn out to be invalid; the remainder of this Pact shall remain valid. In this case**, **the parties will strive to come to an agreement to their original intentions.**

13. The **parties** hereby sign this integrit**y Pact at KV Sikar on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BUYER BIDDER

**Name of the Officer:\_\_\_\_\_\_\_\_\_\_\_\_\_** CHIEF EXECUTIVE OFFICER\_\_\_\_\_\_\_\_\_\_\_\_

**Designation: Principal**

Deptt./MINISTRY/PSU-KV Sikar

Witness Witness

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* **Provisions of these clauses would need to be amended** / **deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.**