

	<p>केन्द्रीय विद्यालय क्र.1, वास्को-डा-गामा, गोवा KENDRIYA VIDYALAYA NO 1 VASCO Mangor Hill, Vasco-Da-Gama, GOA-403802 E- mail: kvno1vasco@gmail.com Phone : 0832-2512776 Website: www.kenvid1vasco.org Fax No : 0832-2532593 (Autonomous Body under the Ministry of Human Resource Development, Govt. of India)</p>	
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F.N. 27089/KV VSC/2019-20/

Date: 15/01/2019

TENDER DOCUMENT

FOR PROVIDING
SECURITY / HOUSE KEEPING/ GARDENING SERVICES
TO KENDRIYA VIDYALAYA, NO 1 VASCO DA GAMA, GOA-403802 BY SERVICE PROVIDER

DATE & TIME OF ISSUE OF TENDER DOCUMENT	11.01.2020 (11.00 AM) TO 25.01.2020 (UP TO 01.00 PM)
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	UPTO 01.00 PM ON 30.01.2020
DATE & TIME FOR OPENING OF TENDER DOCUMENT - TECHNICAL/FINANCIAL BID	AT 2.30 PM ON 30.01.2020

SALE & SUBMISSION OF TENDER DOCUMENT

SALE OF FORM : FROM 11.01.2020 (11.00 AM) TO 25.01.2020 (UP TO 01.00 PM) ON ALL WORKING DAYS
SUBMISSION OF TENDER DOCUMENT: UPTO 01.00 PM ON 30.01.2020

The Tender Form can be obtained from the office of Kendriya Vidyalaya No. 1, Vasco Da Gama, Goa on any working day from 15.01.2020 TO 25.01.2020 (upto 01 pm) on payment of `Rs. 200/- (per service)) by Demand Draft/ Pay Order drawn in favour of Principal, Kendriya Vidyalaya, No 1 Vasco Da Gama, VVN A/c payable at Vasco.

- In case the Tender Form is downloaded from the website of Kendriya Vidyalaya, No 1 Vasco Da Gama, the Demand Draft/ Pay Order of Rs 200/- per service (Two Hundred only) in favour of "Principal, Kendriya Vidyalaya, No 1 Vasco Da Gama, VVN A/c" payable at Vasco be sent along with the Tender Form, failing which the tender of the concerned Agency will be rejected.
- Separate form for each service such as Security, Gardening and House Keeping Services should be submitted along with the cost of Tender Form i.e. ₹ 200 /- per service along with the necessary documents.

The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in **separate sealed envelopes** superscribing "**TECHNICAL/FINANCIAL BID FOR PROVIDING Security / House Keeping/ Gardening Services**". to Principal, Kendriya Vidyalaya, No 1 Vasco Da Gama Goa-403802".

- The tender (Technical Bid & Financial Bid) duly completed in all respect may be send through **speed post or Regd. Post** so as to reach the Vidyalaya by 25.01.2020 (01.00 PM).

 <p>केन्द्रीय विद्यालय संगठन</p>	<p style="text-align: center;">केन्द्रीय विद्यालय क्र.1, वास्को-डा-गामा, गोवा KENDRIYA VIDYALAYA NO 1 VASCO Mangor Hill, Vasco-Da-Gama, GOA-403802 E- mail: kvno1vasco@gmail.com Phone : 0832-2512776 Website: www.kenvid1vasco.org Fax No : 0832-2532593 <i>(Autonomous Body under the Ministry of Human Resource Development, Govt. of India)</i></p>	 <p>विद्यया भारत एक कदम स्वच्छता की ओर</p>
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F.N. 27089/KV VSC/2018-19/

Date: 15/01/2020

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	<p>केन्द्रीय विद्यालय क्र.1, वास्को-डा-गामा, गोवा KENDRIYA VIDYALAYA NO 1 VASCO Mangor Hill, Vasco-Da-Gama, GOA-403802 E- mail: kvno1vasco@gmail.com Phone : 0832-2512776 Website: www.kenvid1vasco.org Fax No : 0832-2532593 (Autonomous Body under the Ministry of Human Resource Development, Govt. of India)</p>	
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एफ 27089/केवि-1/वास्को/KV-1 VSC /2019-20/

दिनांक: 14-01-2020

To
The Advertising Manager,
(1) Navhind Times,

Sub: Request to advertise the below given Tender notice reg outsourcing services- reg.

Sir/Madam,

Kindly advertise the matter given below in your esteemed newspaper regarding outsourcing services at the earliest. Kindly give educational institute advertisement concession to the extent possible. The bill will be paid on its production.

(English Version of Advertisement/ To be Published in Navhind Times on 19.01.2020)

TENDER NOTICE

KENDRIYA VIDYALAYA NO 1 VASCO DA GAMA, GOA-403802

Sealed tenders are invited for awarding contract for out-sourcing the **Housekeeping, Security and Gardening** services in KV NO 1 Vasco-da-Gama. The tender form/ document can be obtained from the office of KV No 1 Vasco Da Gama at the above mentioned Address on all working days (between 1100 am to 01.00 pm) against non-refundable payment of **Rs.200/-** (Rupees Two Hundred Only **for each service**) through Demand Draft / Pay Order to be drawn in favour of “ **Principal, Kendriya Vidyalaya No 1 Vasco Da Gama**” payable at Vasco Da Gama.

Note: 1. Tender document can be downloaded from the website no1vascodagama.kvs.ac.in

2. Last date and time for tender queries: 29.01.2020 up to 01:00 pm.

3. Last date for submission of tenders : 30.01.2020 up to 01:00 pm.

4. Opening of bids : 30.01.2020 at 2.30 pm.



5. Earnest Money Deposit: Rs. 50,000/- (Security Service), Rs 30,000 (Housekeeping Service) and Rs 10,000 (Gardening Service) in the form of DD favouring “Principal, KV. No 1 Vasco Da Gama” payable at Vasco Da Gama”.

PRINCIPAL

Thanking you,

Yours faithfully

Principal

 <p>केन्द्रीय विद्यालय वास्को-डा-गामा</p>	<p>केन्द्रीय विद्यालय क्र.1, वास्को-डा-गामा, गोवा KENDRIYA VIDYALAYA NO 1 VASCO Mangor Hill, Vasco-Da-Gama, GOA-403802 E- mail: kvno1vasco@gmail.com Phone : 0832-2512776 Website: www.kenvid1vasco.org Fax No : 0832-2532593 (Autonomous Body under the Ministry of Human Resource Development, Govt. of India)</p>	 <p>एक कदम स्वच्छता की ओर</p>
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एफ 27089/केवि-1/वास्को/KV-1 VSC /2019-20/

दिनांक: 18 January 2020

To
The Advertising Manager,
(1) दैनिक गोमान्तक (2) लोकमत

Sub: Request to advertise the below given Tender notice reg outsourcing services- reg.

Sir/Madam,

Kindly advertise the matter given below in your esteemed newspaper regarding outsourcing services at the earliest. Kindly give educational institute advertisement concession to the extent possible. The bill will be paid on its production.

(विज्ञापन का हिंदी संस्करण - दैनिक गोमान्तक / लोकमत में दिनांक 19.01.2020 को प्रकाशित करने हेतु)

निविदा सूचना

केन्द्रीय विद्यालय, नं 1 वास्को-दागामा, गोवा -403802

केन्द्रीय विद्यालय, नं 1 वास्को-दागामा में सफाई, सुरक्षा एवं उद्यान सेवा हेतु मानदेय आधार पर मुहरबंद टेंडर को आमंत्रित किया जाता है। टेंडर प्रारूप / दस्तावेज केन्द्रीय विद्यालय, नं 1 वास्को-दागामा के कार्यालय से उपर्युक्त पते पर सभी कार्य-दिवस में प्रातः 11:00 से अपराह्न 01.00 बजे तक प्राप्त किया जा सकता है। 200 रु (प्रति सेवा के लिए) का माँग ड्राफ्ट / भुगतान आदेश "प्राचार्य , केन्द्रीय विद्यालय, नं 1 वास्को-दागामा" के पक्ष में देय होना चाहिए जो वापस नहीं किया जायेगा।

- नोट:
1. टेंडर दस्तावेज़ वेबसाइट no1vascodagama.kvs.ac.in से डाउनलोड किया जा सकता है।
 2. टेंडर के विषय में पूछताछ का अंतिम समय एवं दिनांक : 29.01.2020 अपराह्न 01:00 बजे तक।
 3. टेंडर जमा करने की अंतिम तिथि : 30.01.2020 अपराह्न 01:00 बजे तक।
 4. निविदा खोलने का समय: 30.01.2020 अपराह्न 2:30 बजे।
 5. बयाना राशि: रुपये 50,000 (सुरक्षा सेवा के लिए)/ रुपये 30,000 (सफाई सेवा के लिए)/ रुपये 10,000 (उद्यान सेवा के लिए) अलग अलग डीडी "प्राचार्य, केन्द्रीय विद्यालय, नं 1 वास्को-दा-गामा" के पक्ष में, वास्को दा गामा में देय।

प्राचार्य

सधन्यवाद,

भवदीय

Principal

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

1. Name of KV : Kendriya Vidyalaya No 1 Vasco, Goa.
2. Address / Location of Building: Kendriya Vidyalaya No 1 Vasco, Varunapuri, Mangor Hill, Vasco, District: South Goa.
3. Total Area : 10 Acres approx.
(Office Block, Primary Block, Secondary Block, Class Rooms, Labs, Play Grounds, Staff Quarters, Cycle/ scooter/ Car Stands, Play Ground, Garden and open space near buildings/rooms)

The Area/ compound is surrounded by a boundary wall with TWO gates.

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

4. SECURITY SERVICE : SCOPE OF WORK:

- a. The agency is to provide security services/watch and ward services for the campus of Kendriya Vidyalaya for a period of ONE YEAR.
- b. The services will be provided on **24 hours basis on all working days, non-working days** inclusive of Sundays and holidays.
- c. **Only UNARMED**, Ex-serviceman/ Ex paramilitary personnel/ Civilian Guards in proper uniform **with verified antecedents** will be employed.
- d. **THREE to FOUR unarmed guards** in uniform with minimum TWO (02) guards in first shift (6 AM to 2 PM) and 1 each in remaining 2 shifts (2 PM to 10 PM and 10 PM to 6 AM) will be provided on 8 hours per security.
- e. All security guards shall be in **proper uniform** and **mandatorily be equipped with Walkie- Talkie, Torch, Lathi, whistle** etc. The agency will be responsible for payment to these guards/security personnel. No payment or honorarium what so ever will be paid by Vidyalaya to the security personnel deployed by the agency.
- f. The agency will be responsible for ensuring proper conduct and discipline of the security personnel. Principal/VMC will have the right to direct the agency to remove/change any security guard without assigning any reasons.
- g. The agency will be responsible for taking all possible measures to safeguard the property, building and Vidyalaya premises. The agency will be held responsible for any loss of property due to negligence or failure to provide adequate security and will be liable to pay compensation. The agency will also be responsible for losses due to the negligence on the part of personnel employed by it.
- h. The security staff employed will be responsible for locking and opening of all class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the Vidyalaya. The security staff will also be responsible for checking of water taps if left open. Any property left outside by school staff in any class room or office left unlocked by school staff should be reported to the Principal immediately. The Principal/VMC will have the right to assign any other security/safety related duties to the security staff employed by the agency.

5. GARDENING SERVICE : SCOPE OF WORK:

- a) The contractor is to employ **ONE** skilled & **ONE** unskilled **gardener** for providing gardening services in the entire Vidyalaya campus - entrance area & potted plants, lawn, staff quarters area.
- b) The Skilled Gardener should be deployed for all days of the month, and unskilled to be deployed in all days except Sunday.
- c) Developing Lawns & Gardens of the Vidyalaya by cutting of grass & bushes, cleaning of weeds & hedges, putting annual and seasonal flower plants and ornamental plants, watering, cutting and pruning of plants/ trees.
- d) Maintaining of the lawns and gardens by watering, cutting, pruning & weeding, putting new annual and seasonal flower plants and ornamental plants, and putting pesticides and manure, anti-termite treatment with termiticides etc., as the sole responsibility of the agency.

- e) All sorts of **tools and implements and other materials** needed for the maintenance of the lawns and gardens will be **provided by the Vidyalaya**.
- f) Wild growth of grass, bushes and trees in the lawn, sports ground, staff quarters and entrance area is to be cut regularly and disposed off away at a place acceptable to Municipal committee.
- g) All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted /replaced.
- h) All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.
- i) The contractor is also to provide special services not spelled out above in relation to gardening service which may be asked by Principal or committee framed to supervise the gardening services, in the interest of Vidyalaya
- j) 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.
- k) **STOCK AND SUPPLIES :-The contractor shall maintain sufficient stocks of various items such as the garden implements like spades, Belchas, Garden Pipes, Manure, Sprinklers, brooms, lawn movers, baskets etc. so as to meet normal requirements. The contractor shall not be permitted to stop supplying any items for any reasons.**
- l) The Principal /monitoring committee will decide the adequacy of any such item in garden. The contractor will be bound by such decision.

6.CONSERVANCY (HOUSEKEEPING) : SCOPE OF WORK :

01. In general, the scope of work involves sweeping of entire of the school building and surroundings of the building and collection & segregation of all waste material and disposal of the same as per instructions of the Principal. The contractor is required to provide sufficient safaiwalas/7 **No's** (ALL of these are to be FEMALE) with adequate cleaning material. The safaiwalas are to be available at the Vidyalaya as per the followings timing for work or as may be decided by the Vidyalaya:

ON ALL WORKING DAYS (In two shifts) 06: 30 AM to 6:30 PM

DAILY WORK:-

- 02 The Contractor will be responsible for the following jobs daily through his employees:-
- (a) Sweeping & Cleaning of the floor area of all class rooms, corridors, offices & stair case, varandah etc. with wet floor dusters, detergent, disinfectants (branded & ISI mark) etc., once in the morning before opening of the Kendriya Vidyalaya and thereafter after interval especially in the areas like corridors, stairs reception etc.
 - (b) Spraying of hygiene chemicals /disinfectants in the rooms for keeping the rooms free from mosquitoes flies etc.
 - (c) **Cleaning and washing of toilets and urinals using phenyl, detergents and disinfectants once in the morning and again immediately after recess and after school hours (3 Times)** or as may be specified by the Principal & committee formed for this purpose.
 - (d) Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirahs and doors and windows in class-rooms/ Offices/ Labs/ Deptts, all other rooms and other spaces of the school every day before opening of the school.
 - (e) Cleaning of durries, carpets, curtains, venetian blind, Library racks, and other stores and material of Vidyalaya.
 - (f) Sweeping and cleaning of open areas, roads, passages, prayer ground, lawns etc within the boundary of the Kendriya Vidyalaya. The garbage and foliage so collected is to be disposed off away from the Vidyalaya at specific places earmarked by Municipal Corporation.
 - (g) Regular cleaning of taps, bottle traps, gully traps, blocked commodes, urinals, drains etc. **All blockages are to be attended to immediately and cleared within 24hours** of notice of complaint.
 - (h) Immediate attendance to leakage in GI, or CI pipes and repair/rectification within 24 hours.

WEEKLY WORK

03 The contractor will be responsible for the getting the following jobs done through his employees once a week:-

- (a) Washing and scrubbing of floor areas with detergents and dirt removing agents
- (b) Acid cleaning of sanitary wares, without damaging their shines.
- (c) Removing stains from floor, doors and partitions by using surf or any suitable detergent without leaving any undesirable post cleaning marks.
- (d) Cleaning of filled surfaces in the corridors and staircases by removing/shifting furniture, notice boards etc.
- (e) Polishing of brass nameplates and numbers plates and cleaning of all other name plates/boards.
- (f) Dusting and cleaning of fans, electrical fittings, window panes etc with glass cleaning chemical agents and cleaning of partitions/paneling etc.
- (g) Removal of cobwebs in all rooms and other spaces of the school.

QUARTERLY WORK

04 The contractor will be responsible for getting the following jobs done once in 03 months or earlier if required on instruction of Principal or monitoring committee:-

- (a) **Cleaning of overhead water tanks (RCC tanks, sintex tanks)**, all water coolers and any other water storage reservoir.
- (b) After cleaning such water storage tanks, **date of cleaning is to be painted** with paint on each tank.

Room Facility:

05. 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 in the room and nobody will be allowed to stay in it after school hours.

RATES

06. At times when work is taken for a period less than a month because of closure of the school etc., rates would be calculated on pro rata basis and payment made accordingly.

7. The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids separately in sealed envelopes superscribing "**TECHNICAL/ FINANCIAL BID FOR PROVIDING SECURITY / HOUSE KEEPING/ GARDENING SERVICES**" to The Principal, Kendriya Vidyalaya, No 1 Vasco, Goa.

8. **TECHNICAL BID of the service providers must necessarily be accompanied with Earnest Money of Rs. 1,00,000/- (Security Service), Rs 90,000 (Housekeeping Service) and Rs 30,000 (Gardening Service), refundable (without interest), in the form of Demand Draft / Pay Order drawn in favour of 'Principal, Kendriya Vidyalaya, No 1 Vasco only failing which the tender shall be rejected summarily.**

9. The rates of contract awarded would be subject to review on revision of rates of service Tax after the award of the contract. If there is any revision in the Service Tax, the rate of contract will stand revised by one fourth (1/4th) of the per cent revision in Service Tax rates. The revision will take effect from the first day of the following month of the month in which revision takes place. For illustration, if the rate of Service Tax is increased / decreased by 10% on 1st January, the rates of contract will stand increased / decreased by 2.5% with effect from 1st February.

10. The successful tenderer will have to deposit **Performance Security Deposit (SD) of 10% of the contract value** in the form of an Account payee **Demand Draft**. The performance security should remain valid for a period of **90 (ninety) days** beyond the date of cessation of the contract for initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.

11. **Conditional bids shall not be considered and will be out rightly rejected.**

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the **Financial Bid Form**. In no case should there be any change in the format of the financial bid. In

such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the **Technical Bid Application**, the same must be attested by the person authorized to sign the tender bids.

13. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

The attested copy of the **CERTIFICATE OF REGISTRATION** of firm should also be enclosed along with the tender alongwith the name of **authorized partner** to interact with **Kendriya Vidyalaya, No 1 Vasco Da Gama** .

14. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.

15. The TECHNICAL & FINANCIAL BID shall be opened on the scheduled date and time (**At 2.30 PM on 30.01.2020**), in the Vidyalaya in the presence of the representatives of the Agency / firm if any, who wish to be present at the time of opening the tender.

16. The TECHNICAL BID if not qualified will be summarily rejected.

17. The bidding firm has to give a **self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/Autonomous Body/ PSUs/ Banks, etc.** If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc, the earnest money/ Security Deposit of the firm/ Agency will be forfeited and the bid/contract will be rejected/ cancelled.

18. No bidding firm will be allowed to withdraw its bids. If any firm intends to withdraw after opening of technical bids, it's Earnest Money (EMD) will be forfeited.

19. If after award of the contract, the successful bidder (L1) fails to provide required number of **Security Guard / Gardner/ Safaiwalas / Workers**, the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.

20. The lowest (L1) bidder will be decided on the basis of weighted sum as defined in the Financial Bid form.

XXXX

OTHER TERMS & CONDITIONS

1. The contract shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, KV, No 1 Vasco Da Gama, but not more than one year after review of performance.
2. The contract can be short closed on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, No 1 Vasco Da Gama. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the Service Provider and/ or poor performance and/ or violation of any of the terms and conditions of the tender/contract and/ or failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by the authority of Kendriya Vidyalaya, No 1 Vasco Da Gama.
3. By virtue of this agreement, no relationship will be created between the Security Guards/ Gardner / Safaiwalas/ Workers and Kendriya Vidyalaya, Bambolim Camp / KVS. It will be the sole responsibility of the Service Provider to **pay salary and other perks** to its Security Guards/ Gardner / Safaiwalas/ Workers meeting **all statutory obligations** and no complaints by any of its Security Guards/ Gardner /Safaiwalas/ Workers in this regard will be entertained by the Kendriya Vidyalaya, No 1 Vasco Da Gama / KVS.
4. The agreement can be terminated earlier by giving two month's written notice on Kendriya Vidyalaya, No 1 Vasco Da Gama side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
5. The labourers should be physically and mentally fit and shall be subjected to physical/ psychometric tests at the cost of tenderer.
6. The Security Guard / Gardener / Safaiwalas/ Workers should be neatly dressed up with proper uniform and shoes.
7. The Contractor shall get the Security Guard/ Gardener / Safaiwalas/ Workers screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya. Only physically fit Security Guard/ Gardener / Safaiwalas/ Workers shall be deployed for duty by the Service Provider.
8. The Security Guard / Gardener / Safaiwalas/ Workers should be well versed with local languages.
9. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by it's Security Guard / Gardener / Safaiwalas/ Workers.
10. The Firm/Agency shall ensure that the wages to the Security Guard / Gardener / SAFAIWALAS/ WORKERS will be paid by the Firm/Agency in accordance with the **MINIMUM WAGES ACT** in force as per **CENTRAL GOVERNMENT LABOUR ACT** and other mandatory rules as in force.

The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on Security Guard/ Gardener / Safaiwalas/ Workers employed by it and deployed in Kendriya Vidyalaya, No 1 Vasco Da Gama.
11. Verification of **CHARACTER AND ANTECEDENTS** of the Security Guard / Gardener / Safaiwalas/ Workers through **POLICE is mandatory** and shall be the responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter-alia that the Safaiwalas/ Workers provided are of **good character, duly verified by the Police from security angle should be provided to the Vidyalaya**

immediately after award of Contract. The Security Guard / Gardener / Safaiwalas/ Workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.

12. The Vidyalaya shall not provide any accommodation or living facilities to the Security Guard/ Gardener/ SAFAIWALAS/ WORKERS.

13. The Gardener / Safaiwalas/ Workers should be deployed for all days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for cleaning/sweeping, etc on holiday(s) whenever required will be paid on pro-rata basis.

14. Losses caused to the Vidyalaya due to negligence on the part of Security Guard/ Gardener/ Safaiwalas / Workers will be recovered from the Agency/Contractor.

15. The Security Guard / Gardener / Safaiwalas /Workers provided by the Service Provider should be well mannered, courteous and polite. The Security Guard / Gardener / Safaiwalas/Workers should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya.

16. During the period of leave of any of the Security Guard / Gardener / Safaiwalas/Workers, the Service Provider shall deploy another Security Guard / Gardener / Safaiwalas/ Workers with prior intimation to the Vidyalaya.

17. The Service Provider shall be responsible for complying with obligations under Service Tax, Income tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws, etc. The Service Provider shall be responsible for complying with obligations for damages to third party arising due to accident, etc.

18. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.

19. The quoted rates will be all inclusive of all charges, **excluding Service Tax (exempt from GST)**, and no other charges will be paid extra. Service Tax, if applicable, will be paid extra by the Vidyalaya to the concerned Agency/ Service Provider on production of receipt by the Agency/ Service Provider.

20. The Service Provider shall authorize a person to supervise the cleaning and maintenance service who will report to the designated officer/ Principal of Kendriya Vidyalaya, No 1 Vasco Da Gama. The Service Provider/ Supervisor shall report to the Vidyalaya as and when he is required by the Vidyalaya authority in connection with the Contract.

21. The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory. The attendance record, acquaintance, etc shall be required for processing of the payment. No payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. All payments shall be made by NEFT/ RTGS only.

22. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.

23. The Kendriya Vidyalaya reserves the right to order any worker of the Service Provider to leave the premises of the Kendriya Vidyalaya if his/ her presence at any time is felt undesirable.

24. The selected agency/ Service Provider shall have to execute an agreement on non-judicial stamp paper of ` 100/- to be signed by both the parties.

25 In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, No 1 Vasco Da Gama. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be Vasco. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at Vasco.

26. Any other provision may be incorporated by the Vidyalaya authority. The same shall also be binding on the Service Provider/ Agency.

PENALTY CLAUSE

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

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

xxxx

TECHNICAL BID QUALIFICATION CRITERIA

The Applicant must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:-

A. The Office of the Applicant/ Service Provider should be located in Goa. (Proof of address to be provided)

B. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **certificate of registration of firm** should also be enclosed along with the tender.

C. The Agency must have a **valid business license** for the services with 'minimum of three years' experience in providing Conservancy/House Keeping Services to Central Government Departments/Autonomous Body/ State Govt/ Public Sector Companies/Banks. Proof of at least one contract relating to services to Central Government/State Governments/ Autonomous Body/ PSUs/Bank in last three years along with attested copies of the work order should be enclosed.

D. The Agency should have its own Bank Account. Certified copy of the account maintained for 2017-18 and 2018-19 issued by the Bank, shall be enclosed.

E. The Applicant's agency (not individual) should be registered with **Service Tax department/ EPF/ ESIC etc.** Certified copy of the registration shall be attached with the Bid document.

F. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.

G. If it is found that the information/ certificates furnished by the participating firm is incorrect / wrong or bogus, the firm shall be deemed blacklisted and it's bids will be ignored and Bid Security/ Performance Security will be forfeited.

H. Those agencies not registered with Kendriya Vidyalaya, No 1 Vasco Da Gama for the year 2018-19 should remit earnest money deposit as stipulated above for participating in the tender bid.

I. EVALUATION OF BID :

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

- (a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
- (b) Audited Balance Sheet & Profit and Loss Account of the last three years.
- (c) List of clientele during last 3 years along with cost of assignment.
- (d) PAN No. and Current IT clearance certificate.
- (e) Attested copy of proof of EPF registration along with attested copies of challans for EPF payment for the year 2017-2018.
- (f) Attested copy of proof of ESI registration.
- (g) Attested copy of proof of Service Tax Registration/ GST Registration.

Xxx

PERFORMA FOR TECHNICAL BID		
1	Name of Agency	
2	Nature of the concern: (i.e. Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector Organization)	
3	Full Address of Registered Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in Goa. Telephone No. FAX No. E-Mail Address	
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years) Telephone Number of Banker:	
6	Registration No. / License No. of the Agency (attach attested copy of the Registration)	
7	Service Tax/ GST Registration No. (attach attested copy of the Registration)	
8	PAN No. of the Agency (attach copy of card)	
9	Details of major contracts handled in last 03 (three years)	Attach as per format- Annexure-I
10	Self- certificate for non-blacklisting	Attach as per format- Annexure-II.
11	Total No.s of employees in the Agency	
12	Earnest Money of Rs _____/- (for 1/2/3 services) in favour of 'Principal, Kendriya Vidyalaya No 1 Vasco Da Gama, VVN A/c, " is to be enclosed.	DD/ Pay Order No..... date..... Name of Bank & Branch
13	Acceptance of Terms & Conditions of tender documents.	Attach as per format – Annexure- III

Signature of authorized person.....

Date:.....

Place:.....

Name:.....

Seal:.....

DECLARATION

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

Signature of authorized person.....

Date:.....

Place:

Full Name.....

Mobile /Telephone No.....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-I

DETAILS OF CONTRACTS FOR PAST THREE YEARS

DETAILS OF MAJOR CONTRACTS WITH CENTRAL GOVERNMENT/AUTONOMOUS BODY/ STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING AGENCY FOR PROVIDING **CONSERVANCY/ HOUSE KEEPING/ GARDENING SERVICES** DURING THE LAST TWO YEARS IN THE FOLLOWING FORMAT

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

S. No.	Details of client along with address, telephone and FAX No.	Amount of Contract (₹. Lakh per year)	Duration of Contract	
			From (date)	To (date)
1				
2				
3				
4				
5				

(If the space provided is insufficient, a **separate** sheet may be attached)

Date:

Place.....

Signature of Proprietor/authorized signatory.....

Name:.....

Seal

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-II

Ref: F. No.....

Date:.....

TO WHOMSOEVER IT MAY CONCERN

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

Date:

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-III

:ACCEPTANCE OF THE TENDERERS:

The Terms & Conditions enumerated in the document from **Sl. No.1 to 26** have been read by me/us and are acceptable to me/us.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-IV

:DECLARATION BY THE TENDERERS:

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

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

PERFORMA FOR FINANCIAL BID – HOUSE KEEPING SERVICE			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, NO 1 VASCO DA GAMA, GOA	
2	Area / Blocks	<p>Area of KV : 10 Acres approx. Office Block, Primary/ Secondary Blocks, Class Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with TWO gates.</p> <p>(The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)</p>	
3	No. of days during the month for which service is required.	All days of the month except Sundays and Gazetted Holidays , unless otherwise required on written requisition. Additional charges for housekeeping services etc on Sundays/holiday(s), whenever required, will be paid on pro-rata basis.	
4	No. of Safaiwalas /Housekeeping required in the Vidyalaya	07 (Seven).	
Sl. No.	Details	Amount (in Rupees) per Month	
		Housekeeping EVERY MONTH (26 DAYS)	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per housekeeping staff per Safaiwala (as per notification from the Office of the Labour Commission of Government of India Applicable for Goa State (B Area) (Latest Labour Commissioner notification is to be enclosed).	Rate per Safaiwala _____ x 26 days = _____	
2	E.P.F. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
3	E.S.I. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
4	Service Tax/ GST, if applicable (Please enclose the proof of rate of concerned authority)	Exempted	
5	Total Monthly Charges for one safaiwala x (1+2+3+4) =		
II. NEGOTIABLE			
1	Monthly Administrative/ Service charges (inclusive of Uniforms/Bonus/ replacement for one labour for every Month/ i.e. 26 days). (*Bid with NIL charges or Less than 1% of total amount against Sr No 5 will be treated as UNRESPONSIVE)		
III. TOTAL MONTHLY CHARGES <u>PER PERSON (I + II)</u>			

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

PERFORMA FOR FINANCIAL BID – GARDENING SERVICE (unskilled)			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, NO 1 VASCO DA GAMA, GOA	
2	Area / Blocks	Area of KV : 10 Acres approx. Office Block, Primary Block, Class Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with TWO gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	All days of the month except Sunday and Gazetted Holidays , unless otherwise required on written requisition. Additional charges for gardening services etc on Sunday/holiday(s), whenever required, will be paid on pro-rata basis.	
4	No. of Gardeners required in the Vidyalaya	01 (ONE).	
Sl. No.	Details	Amount (in Rupees) per Month	
		Gardening (26 DAYS EVERY MONTH)	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per Gardener (as per notification from the Office of the Labour Commission of Government of India Applicable for Goa State (B Area) (Latest Labour Commissioner notification is to be enclosed).	Rate per Gardener _____ x 26 days = _____	
2	E.P.F. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
3	E.S.I. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
4	Service Tax, if applicable (Please enclose the proof of rate of concerned authority)	Exempted	
5	Sub Total		
II. NEGOTIABLE			
1	Monthly Service charges (inclusive of Uniforms/Bonus / replacement etc for 1 gardener for every Month/ i.e. 26 days). (*Bid with NIL charges or Less than 1% of total amount against Sr No 5 will be treated as UNRESPONSIVE)		
III. TOTAL MONTHLY CHARGES FOR 1 GARDENER (I + II)			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

PERFORMA FOR FINANCIAL BID – GARDENING SERVICE (skilled)			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, NO 1 VASCO DA GAMA, GOA	
2	Area / Blocks	Area of KV : 10 Acres approx. Office Block, Primary Block, Class Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with TWO gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	All days of the month except Sunday and Gazetted Holidays , unless otherwise required on written requisition. Additional charges for gardening services etc on Sunday/holiday(s), whenever required, will be paid on pro-rata basis.	
4	No. of Gardeners required in the Vidyalaya	01 (ONE).	
Sl. No.	Details	Amount (in Rupees) per Month	
		Gardening (30 DAYS EVERY MONTH)	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per Gardener (as per notification from the Office of the Labour Commission of Government of India Applicable for Goa State (B Area) (Latest Labour Commissioner notification is to be enclosed).	Rate per Gardener _____ x 30 days = _____	
2	E.P.F. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
3	E.S.I. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
4	Service Tax, if applicable (Please enclose the proof of rate of concerned authority)	Exempted	
5	Sub Total		
II. NEGOTIABLE			
1	Monthly Service charges (inclusive of Uniforms/Bonus / replacement etc for 1 gardener for every Month/ i.e. 30 days). (*Bid with NIL charges or Less than 1% of total amount against Sr No 5 will be treated as UNRESPONSIVE)		
III. TOTAL MONTHLY CHARGES FOR 1 GARDENER (I + II)			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

PERFORMA FOR FINANCIAL BID – SECURITY SERVICE			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, NO 1 VASCO DA GAMA, GOA	
2	Area / Blocks	Area of KV : 10 Acres approx. Office Block, Primary/ Secondary Blocks, Class Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with TWO gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	24 Hours security services on shift basis on all days (To be calculated for 30 days)	
4	No. of Securities required in the Vidyalaya	04 (FOUR) male 8 hours duty each.	
Sl. No.	Details	Amount (in Rupees) per Month	
		Securities (30 days)	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per Security Guard (as per notification from the Office of the Labour Commission of Government of India Applicable for Goa State (B Area) (Latest Labour Commissioner notification is to be enclosed).	Rate per Guard_____ x 30 days = _____	
2	E.P.F. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
3	E.S.I. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
4	Service Tax, if applicable (Please enclose the proof of rate of concerned authority)	Exempted	
5	Total Monthly Charges for One Guard		
II. NEGOTIABLE			
1	Monthly Administrative/ Service charges* (inclusive of Uniforms/ Walkie-Talkie/ Torch/ Lathi/ Bonus/ replacements etc for all 4 Guards for every Month/ i.e. 30 days) (*Bid with NIL charges or Less than 1% of total amount against Sr No 5 will be treated as UNRESPONSIVE)		
III. TOTAL MONTHLY CHARGES per SECURITY GUARD			

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

Signature of the Proprietor with Seal

CHECK LIST FOR TECHNICAL BID

1. I /We have gone through the contents of the tender documents received from KV NO 1 VASCO DA GAMA for providing service of
..... (Security Service)(House keeping) (Gardening) .

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

2. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma, is placed at **Page No.**
3. Proof of address of the Agency is placed at **Page No**
4. Banker’s Certificate has been placed at **Page No.**
5. Attested copy of Registration of Agency is placed at **Page No**
6. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed at **Page No.**
7. Attested copy of Registration with Service Tax/ GST is placed at **Page No**
8. Attested copy of PAN No. is placed at **Page No.**
9. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith.
10. Demand Draft for Rs. _____/- for One/ Two/ Three services favouring – ‘Principal, Kendriya Vidyalaya, No 1 Vasco Da Gama, VVN A/c,’ towards EMD is attached to the Technical Bid document.
11. Any other document, not mentioned above..... is/ are also enclosed.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

MODEL AGREEMENT FOR SERVICE CONTRACT TO BE EXECUTED ON RS 100 STAMP PAPER

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya, No 1 Vasco Da Gama, Goa (herein after called Kendriya Vidyalaya, No 1 Vasco Da Gama which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

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

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

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

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

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

DEFINITIONS

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

1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the premises of Kendriya Vidyalaya, No 1 Vasco Da Gama [on/in/for] [name the area of service contract].

1.2.2 WEHREAS Kendriya Vidyalaya, No 1 Vasco Da Gama at its premises located in Goa (hereinafter called the INDENTING OFFICE) is seeking service on contract for Conservancy, Security and Gardening [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

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

1.3 SCOPE OF THE AGREEMENT

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

1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the Kendriya Vidyalaya, No 1 Vasco Da Gama shall pay to CONTRACTING AGENCY as follows after reducing Income Tax at source on the total amount:

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

1.5 MODALITIES OF CONTRACT

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

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

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

1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per para 2 of the tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

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

1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.

1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it

in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.

- 1.6.4 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENTING OFFICE

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

1.8 COMPLETION

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

1.9 CONFIDENTIALITY

- 1.9.1 during the tenure of the Agreement and [.....years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof

of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

2.1 FORCE MAJERE

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

2.2 EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT

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

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

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

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

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

2.3 NOTICES

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

2.4 AMMENDMENTS OF THE AGREEMET

2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes**

shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

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

2.6 DISPUTE SETTLEMENT

2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi – 110067. The decision of the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi – 110067 shall be final and binding on both the parties

SEAL OF THE PARTIES

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

Parties

For and on behalf of KVS INDENTING OFFICE

Signature

Name

Designation

Seal

Parties

For and on behalf of Contracting Agency

Signature.....

Name.....

Designation.....

Seal.....

Witness (Name and Address)

1

2.

Witness (Name and Address)

1

2.