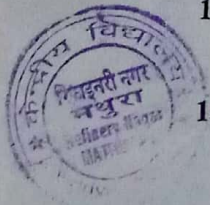


## Terms and Conditions of the Contract

1. Amount quoted as remuneration of staff should be fully paid to the employees employed at this Vidyalaya and the Grand Total of pay bill should tally with Remuneration of staff component as quoted by the firm.
2. Amount quoted as E.P.F, ESI and Other Statutory costs will not be paid to the firm until and unless the firm produces the EPF A/c number and ESI Registration number in respect of all the staff employed for work in the Vidyalaya.
3. Payment of the bill of a month will not be made until and unless the copy of Salary Bill along with proof of bank transfer of salary to the accounts of the laborers (salary to labourers to be paid through Bank only) of the previous month is not submitted to Kendriya Vidyalaya Refinery Nagar Mathura.
4. The security Guards / Conservancy Staff / Gardener employed for work at Kendriya Vidyalaya Refinery Nagar Mathura will have to report to work at the Vidyalaya within the stipulated hours daily failing which their remuneration will be deducted from the monthly payment of the agency.
5. The gardener should be experienced in gardening work and beautify the Vidyalaya premises as per the suggestion of the committee of the Vidyalaya. For non-maintenance or improper maintenance, The Principal KV Refinery Nagar Mathura will be authorized to deduct Rs. 500/- (Rupees Five Hundred only) per week as penalty from the profit of the agency.
6. The representative of the agency will have to inspect the work of the persons employed at least once in every week and act according to the reports provided by the maintenance committee of the Vidyalaya for bettering the services.
7. The Principal KV Refinery Nagar Mathura will be authorized for deducting Rs. 1,000/- (Rupees one thousand only) per month as penalty (from the profit of the agency) for non-inspecting / non-reporting of representative for at least once in a week or not completing the work assigned during a particular week.
8. The Vidyalaya will maintain the Attendance Register for the staff employed by the firm. In case of absence of staff or late coming, Principal, KV Refinery Nagar Mathura will be authorized for proportionate deduction from the bill of the agency.
9. The agency has to provide one Job Register to each of the Conservancy Staffs employed by it for working in the Vidyalaya. All the conservancy staff will have to maintain the work register, so that, the same can be signed by the various department in-charges to ensure that work has been done by them regularly, failing which Principal, KV Refinery Nagar Mathura will be authorized to deduct Rs. 100/- per day per head (from the profit of the firm).
10. The remuneration to the staffs employed for working at Kendriya Vidyalaya Refinery Nagar Mathura are to be paid through bank transfer only. No cash payment of salary to the employees will be accepted.
11. The Contracting Agency will ensure payment to its staff provided to KV Refinery Nagar Mathura by 5<sup>th</sup> of every succeeding month as per monthly remuneration quoted without making any deduction. The payment should be made directly to the bank the accounts of the employee.
12. The Contracting Agency will submit the invoice along with proof of disbursement after making the payment to the employees employed at Kendriya Vidyalaya Refinery Nagar Mathura, supported with the following documents :-
  - (i) Details of disbursement made to each staff as salary for the month.(Bank statement of employee)
  - (ii) Proof of payment of statutory obligation such as EPF, ESI etc.
13. The payment to the Contracting Agency will be released within 7 working days from the date of the receipt of the invoice.
14. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor / client.
15. The candidates / manpower to be provided by the Contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya, Refinery Nagar Mathura. Therefore, minimum five-six bio data shall be made available



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against each slot in each category. The candidate may be invited for personal discussion also. No conveyance or any other charges will be paid by the Principal, Kendriya Vidyalaya, Refinery Nagar Mathura. In case, none is found suitable, then additional bio data shall be made available by the Contracting Agency promptly i.e. within 24 hours. The replacement of a candidate on account of absence / unsuitability for KV Refinery Nagar Mathura shall be made within 24 hours.

16. The persons detailed as contingency staff should not have absconding tendency and should be found at hand whenever his/her service is required.
17. Agency has to sign an agreement on a Non-Judicial Stamp Paper of Rs. 10/- stating all the terms and conditions as laid down by the Kendriya Vidyalaya, Refinery Nagar Mathura. The other terms and conditions specified in the Bid document and accepted Bid will also form the part of the Model Agreement.
18. Agreement of any agency can be cancelled by the Principal, Kendriya Vidyalaya, Refinery Nagar Mathura, if the work is not found satisfactory by the agency kept on contract.
19. In case of any loss, theft/sabotage caused by/attribution to the personnel deployed by the agency, the Principal KV Refinery Nagar Mathura reserves the right to claim and recover damages from the Contracting Agency.
20. Payment will be released only after working committees certify that the work done by the agency is satisfactory.
21. The agency has to provide neat and clean uniform (Shirt, Trouser, Badge, Cap, Shoes and Socks and other suitable materials required for different climatic conditions) and safety materials to all the guards posted to Kendriya Vidyalaya Refinery Nagar Mathura. The onus of the guards found not in proper uniform rests with the agency.
22. The security guards, conservancy staffs and gardener employed by the agency must be in proper uniform on all days. If the security guard / conservancy staff / gardener on duty is found not in proper uniform/turn out, Principal, Kendriya Vidyalaya, Refinery Nagar Mathura will be authorized to deduct his/her remuneration for that day from the profit of the agency.
23. The duty of the Sweepers will start one hour before the working hours of the Vidyalaya and they will remain in the Vidyalaya up to 15:30 hrs or till finishing their task for the day (whichever is later). They are to keep the Vidyalaya premises clean and tidy through out the tour of their duty. They are to be present at their place of duty thorough out the tour of their duty, except for Tiffin/lunch, which will have to be done on turn by turn basis.
24. On no occasion, the contractor will employ children below the age of 14 (fourteen) for working at Kendriya Vidyalaya, Refinery Nagar Mathura (Security Guard, Conservancy staff or gardener) as the same is not permitted by the law. The employees should also not be above 65 years of age.
25. **The Tenderer has to submit the Quotation along with an Earnest Money Deposit of Rs. 5,000/- (Rupees Two Thousand only) through crossed Cheque / D.D. in favour of "KV MRN VVN Account" payable at "Mathura" which will be refunded immediately on rejection of the quotation.**
26. **On acceptance of the contract, the contractor has to pay a security deposit to the Vidyalaya which will be equivalent to 10% of the total yearly bill. {i.e. (monthly bill X12)X 10%} before the start of the work.**

#### Evaluation of Bid :-

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

- (i) 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.
- (ii) Audited Balance Sheet & Profit and Loss Account.
- (iii) List of clientele during last 3 years along with cost of assignment.
- (iv) P.A.N of I. Tax and current IT clearance certificate.
- (v) Attested copy of proof of EPF registration.
- (vi) Attested copy of proof of ESI registration.



- (vii) Attested copy of proof of Service Tax registration.  
(viii) License to run private security agency issued by the Department of Home, Govt. of U.P.  
(viii) Remuneration of staff, quoted below minimum wages applicable for clerical and non-technical supervisory staff shall render the Bid disqualified for evaluation.

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

#### Award of Contract

- (i) The indenting office will award the contract to the bidder whose Bid has been determined to substantially responsive and who has offered the lowest price as per evaluation of Bid.
- (ii) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para - 1 above.
- (iii) The indenter, prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (iv) Notwithstanding the above, the indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.

Principal  
KV Refinery Nagar Mathura



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# TENDER DOCUMENT

**Sub: "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract".**

Sir/Madam,

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

2. Sealed competitive Bids are invited by the **Kendriya Vidyalaya MRN Mathura** from the reputed / registered consultant / Service Provider Firm for providing Manpower through service contract initially for a period of 01 (one) year \_\_\_\_\_ which may likely to be extended, as indicated below:

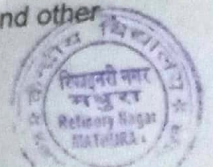
S.No.	Category of Manpower	No.s	Minimum qualifications or/and experience	Responsibilities
1.	Security Service	03 ( Men)denda man	VIII Class with experience	To provide the security to school campus ,round the clock
2.	House Keeping	Ladies-01 Gents-03	Experienced persons required.	Maintain the cleanliness of school building and campus
3.	Gardening	Gents -01	Knowledge of horticulture/ gardening	Maintenance of garden , lawns, pots, compound hedges etc.

## Scope of work

A. Daily work (from 08.00 am to 4:30 pm) or as may be decided by the Institute.

1. Sweeping of entire area of the Institute and surrounding of Building and collection of all waste material and disposal of the same as per the instructions of the Principal.
2. Cleaning of the floor area with floor duster and mopping with detergent/ disinfectant etc. once in the morning before opening the Institute and there after every 02 hours specially in the areas like corridors, stairs and reception etc. Spray off in it etc.in the rooms for keeping the rooms free from mosquitoes, flies etc.
3. Cleaning and washing of toilets and urinals using deodorant, detergent & disinfectants **Three Times a day** or as may be specified by the Principal.
4. Cleaning of Carpets, durries etc. using vacuum cleaner.
5. In case of shortage of water or non-availability of water, bringing water from out side for cleaning.
6. Sweeping and cleaning of open areas, roads, passage, lawn etc. with in the boundary of the institute and the area adjacent to main gate.
7. Regular dusting / cleaning of furniture (table & Chair )and equipment, telephones, books cases, filing cabinets, almirah and doors and window of rooms and other spaces of the Institute before opening of the Institute.

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8. The choking of sanitary installation, traps, Bottle, traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
9. All complaints of leakage in the G.I. pipes etc. also to be attended within 24hours.

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

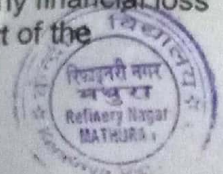
1. Washing and scrubbing of floor areas with detergents and dirt removing agent.
2. Acid cleaning of sanitary installation and tiles without damaging their shine.
3. Removing stains from floor, doors and partitions by using surf or any suitable detergents are found necessary without leaving any undesirable post cleaning marks.
4. Cleaning of filled surfaces in the corridors and staircases.
5. Cleaning of water storage tanks and water coolers, if any.
6. Polishing of brass name plates and number plates and cleaning of all other nameplates/ Board
7. Dusting and cleaning of fans, Electrical Fittings, Window Panes with Glass cleaning chemical/agents and cleaning of partition panel in gete.
8. Removal of cobwebs in the rooms and other spaces of the Institute.
9. Any other work assigned by the Principal.

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

1. The contractor shall comply with all the laws and regulation applicable in the matter of such workers as are engaged by it.
2. The Contractor's Staff shall not disturb the employees of the Institution or make any sort of noise in the Institute premises.
3. The contractor's worker shall be polite, courteous, well behaved and honest.
4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
5. The antecedents of all the workers will be got verified from police by the agency before deployment for work. **The Police Verification Certificate of each individual to be engaged by the contractor along with their Profiles & photos should be submitted by the contractor.** As far as possible the contractor shall not change the persons engaged without prior information and permission from the principal. If under un-avoidable circumstances, any replacement is to be made, the contractor shall provide his Police Verification Certificate, Profile & Photo to the Principal at the time of introducing the new person / replacement.
6. The contractor's workers shall not enter into any unlawful activity with in the school premises and shall have a good moral character.
7. The Institute shall have the right to impose cash penalty on the contractor or deduct such amount from its security deposit in case the Institute is puttof any financial loss directly or indirectly by any act of omission or commission on the part of the contractor's workers.

*[Handwritten signature]*

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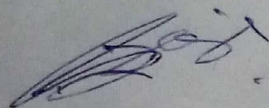


8. The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central Government for the state and will include such other benefits as may be available to its employees under the relevant acts and Regulations applicable in the state. The Institute shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The payment of wages will have to be made through RTGS/NEFT by 5<sup>th</sup> of every month.
9. Insurance and accident risks of the workers will be the responsibility of the Contractor.
10. The contractor shall in no case transfer the services required to be performed under this agreement to any other contractor or person without prior permission from the Institute in writing.
11. The contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Institute. Sufficient workers will be employed for discharge in the responsibility with supervisors to supervise the work.
12. The Institute reserves the right to order any worker of the contractor to leave the premises of the Institute if his/ her presence at any time is felt undesirable.
13. The contractor shall submit the proof of deposit of EPF, ESI & Service Tax etc. to the Principal.
14. KV MRN Mathura is a 'NoTobacco Zone', the contractor shall ensure that employees engaged by the firm don't take tobacco or alcohol in any form in the office premises.

#### GENERALCONTITIONS

15. **Agreement:-** For one year extendable for one more year with the consent of both the parties, based on the outstanding performance of the work done in the first year of contract by the contractor.
16. **Terms of Payment:** - The KV MRN shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of Institute or her / his nominee "That the work has been done satisfactorily." In case the work is found unsatisfactory 50% payment will be with held and it will be released only when the work is found as of quality and to the satisfaction of the Institute.
17. The Contracting Agency will ensure payment of salary by NEFT/RTGS by the 5<sup>th</sup> of every month to their employees provided to this institute as per the monthly remuneration and OTA charges quoted without any deduction.
18. The contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the institute supported with the details of disbursement made to the staff furnishing transaction details.
19. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax, should be submitted by the contractor every month not later than 05<sup>th</sup> day of the Month.
20. Payment to the contracting Agency will be released within 15 days from the date of the receipt of the documents as mentioned in ( 4 ) and (5) mentioned above.

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**Notice of Termination of contract:-**

- a) The contract can be terminated without assigning any reason by giving one Months' notice in writing by either side.
- b) **SUPERVISION:** The contractor shall supervise the cleaning and maintenance service on a regular basis who will report to the designated officer or any other office of Institute so authorized as and when he is required to do so by the Institute.
- c) **RATES:** Rates are fixed per month basis (26 days for Housekeeping Staff) for the sole unit (covered area, open area, surrounding stairs, lobbies corridors, toilets etc.) and for all items of work **without material**. When work is taken for a period less than a month because of closure of the Institute rates would be calculated for a day and payment made accordingly.
- d) **ARBITRATION:** In case of any dispute between the Contractor and the Institute arising out of or in relation to the agreements, the dispute shall be referred to a sole Arbitrator to be appointed by the institute and the decision of the Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act.1940.
- e) **JURIDICTION:** The courts at the Station (Mathura) will have jurisdiction over all legal disputes under this agreement.

PRINCIPAL

**Tender for Deployment of Personnel under Watch and Ward / Conservancy Services /Gardener**

TenderNo. \_\_\_\_\_

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

**UNDERTAKING**

It is certified that my firm/agency/company has never been black listed by any of the Government or other organization and no criminal case pending against the said firm/agency/company.

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

Name of the Tendered \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

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

Signature with seal \_\_\_\_\_



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**MODEL AGREEMENT FOR SERVICE CONTRACT**

**1.2 THE AGREEMENT**

**1.2 THIS AGREEMENT** made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya MRN Mathura , a part of KVS -a society registered under the Societies Registration Act (XXI of 1860) through .....Located at .....(herein after called ..... which expression shall were the context so admits include its successors and permitted assigns of the one part, and

**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.**

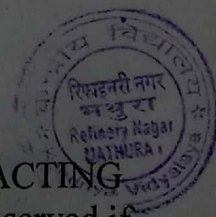
**EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT**

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 \_\_\_\_\_ from the said date.

1. 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. During the tenure of the Agreement, parties hereto can terminate the
3. 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.
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.
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.

**NOTICES**

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



*[Handwritten signature]*



to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the INDENTING OFFICE at its registered address at [New Delhi / name of the city].

## 2.4 AMMENDMENTS OF THE AGREEMENT

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

## 2.5 ASSIGNMENT OF THE AGREEMENT

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

## 2.6 DISPUTE SETTLEMENT

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

### SEAL OF THE PARTIES

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

#### Parties

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

Signature.....

Signature .....

Name .....

Name: .....

Designation.....

Designation .....

Seal.....

Seal .....

**Witness (Name and Address)**

**Witness (Name and Address)**

1.

1.

2.

2

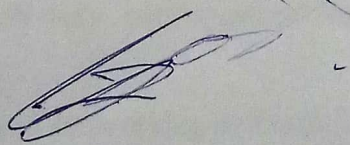


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## GENERAL INSTRUCTIONS TO VENDORS/BIDDERS

1. Technical bid and price bid should be submitted separately in sealed envelope super scribed there in **TECHNICAL BID AND FINANCIAL BID** both these bids should be sealed in a large envelopes indicating on it "Tender for man power in KV MRN Mathura.
2. Competent authority reserves' the right to cancel one and or all tenders without assigning any reason.
3. If holiday falls on the schedule date and time of receiving /opening the tender, the same will be done in the next working day.
4. Price Bid should contain rates of services to be provided for watch and ward work by the firm essentially in the prescribed Proforma. This should be duly signed with seal of the firm along with full address

**Note;- The price bid shall be opened only of such firms which are found to be technically qualified and responsive at the time of opening of envelop of technical bid, otherwise the tender will be declared unresponsive and price bid will not be opened**



Signature of the Principal



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