**केंद्रीय विद्यालय कारैकाल Kendriya Vidyalaya Karaikal**

कुमरन कोइल स्ट्रीट, निरवि**,** Kumaran Kovil Street, Neravy, Karaikal

कारैकाल – 609604, पुदुचेरी Dist: Karaikal - 609604, Puducherry ईमेल: kvkaraikkal@gmail.com Email: kvkaraikkal@gmail.com

फोन : 04368-238955 Phone: 04368-238955

F.No.1-3/KVKKL2019-20 Date: 03.08.2019

**Annexure - I**

**TERMS AND CONDITION FOR CLEANING / SWEEPING / JOBS ETC. FOR KENDRIYA**

**VIDYALAYA**

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| --- | --- | --- |
| 1. | Name of the KV | : Kendriya Vidyalaya Karaikal, |
| 2. | Address/Location of the Building | : Karaikal, Puducherry, Chennai Region, |
|  |  | Pin code - 609604 |
| 3. | Area of the Building | : 3.5 Acres |
| 4. | No of days during the month for | : All days except Sundays unless otherwise required  |

on written requisition. Additional charges for cleaning/sweeping etc. on holiday(s) whenever required will be payable.

**SCOPE OF WORK**

1. **Daily Work (from 07:00 AM to 12:30 PM and 01:30 PM to 04:00 PM or as may be decided by the Vidyalaya)**
	1. Sweeping of entire area of the school building and surrounding of building and collection of all waste material and disposal of the same as per the instructions of the Principal / Cleanliness Committee / Staff Members.
	2. Cleaning of the floor area with a wet floor dusters and detergent disinfectants etc., once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. spray of flit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
	3. Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.
	4. Cleaning of carpets, Durries etc.
	5. In case of shortage of water or non-availability of water, brining water from outside for cleaning.
	6. Sweeping and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.
	7. Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirahs and doors and windows in class- rooms, all other rooms and other spaces of the school every day before opening of the school.
	8. The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
	9. All complaints of leakage in the Gl&Cl pipes etc. are also to be attended within 24 hours.
2. **Items of work to be done generally once in a week**
	* 1. Washing and scrubbing of floor areas with detergents and dirt removing agent.
		2. Acid cleaning of sanitary wades, without damaging their shines.
		3. Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
		4. Cleaning of filled surfaces in the corridors and staircases.
		5. Cleaning of water storage tanks and water coolers, if any.
		6. Polishing of brass name plates and number plates and cleaning of all other name plates/ Boards
		7. Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition panelling etc.
		8. Removal of cobwebs in all rooms and other spaces of the school.
3. **Requirements from staff of the Agency their duties and behaviour etc.**
	1. The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
	2. The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
	3. The contractor’s workers shall be polite, courteous, well behaved and honest.
	4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
	5. The antecedents of all the workers will be got verified from police by the agency before deployment for work.
	6. The contractor’s workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
	7. The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor’s workers.
	8. The contractor shall be directly responsible for the payment of wages which should not be less than the minimum wages prescribed by the state Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
	9. Insurance and accident risks of the workers will be the responsibility of the contractor.
	10. All the workers of the contractor shall be free from infectious diseases.
	11. The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
	12. The contractor shall in no case transfer the service it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
	13. The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
	14. The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.
4. **General Conditions:**
	1. ***Agreement:*** The agreement will be initially for one year and extendable for one moreyear with the consent of both parties and outstanding performance of the work done during last year by the contractor. The final decision will be taken by Indenting Office
	2. ***Terms of payment:*** the Kendriya Vidyalaya shall pay the agreed amount to thecontractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.
5. **Notice of Termination of contract.**
6. The contract can be terminated without assigning any reasons by giving one month notice in writing by either side.
7. **Supervision :**

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

1. **Rates:**

Rates must be fixed as per Central Govt Labour department or as per State Govt Labour department notification (Whichever is higher) for the whole month (covered area, open area, Surroundings, stairs, lobbies, corridors, toilets etc.) and for all items of work (excluding Materials). At times when work is taken for a period less than a month, because of closure of the school etc., rates would be calculated for a day and payment made accordingly. Latest rate as fixed by Govt should be followed.

1. **Arbitration:**

In case of any dispute between the contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act. 1940.

1. **Jurisdiction:**

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

I do hereby accept the terms and conditions mentioned above

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

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

Seal of the firm

**Annexure - II**

**TERMS AND CONDITION FOR WATCH AND WARD**

|  |  |  |
| --- | --- | --- |
| 1. | Name of the KV | :Kendriya Vidyalaya Karaikal |
| 2. | Address/Location of the Building | : Karaikal, Puducherry, Chennai Region, |
|  |  |  Pin code - 609604 |
| 3. | Area of the Building | : 3.5 Acres |
| 4. | No. of days during the month | : All the days including holiday and |
|  |  | round the clock. |

**SCOPE OF WORK**

Providing round the clock security service

1. **Term and Condition to be executed between the Agency and Kendriya Vidyalaya for providing Security Services.**
2. That the agency shall provide security arrangements for Kendriya VidyalayaNo.1 building/ premises located at Neravy, Karaikal with effect from **(as per agreement).**
3. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available others can be engaged for the purpose by the Agency.
4. That the entire responsibility for taking security measures of the said building/ premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it and it will be recovered from the Agency.
5. That the agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
6. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
7. The relationship fee for providing security services will be as per the rates prescribed by the Director General Resettlement/Distt. Solider Board or any other body of Ex-Servicemen, recognized for the purpose by the state Govt. as the case may be.
8. That the tenure of the service agreement shall be initially for a period of one year with effect from **(asper agreement)**and there after it shall continue till either side intends to terminate giving onemonth’s notice in advance to the other side or paying one month’s dues in lieu of the notice.
9. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.
10. **Requirements from staff of the Agency and their duties, behaviour etc.**
	1. The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
	2. The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
	3. The contractor’s workers shall be polite, courteous, well behaved and honest.
	4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
	5. The antecedents of all the workers will be got verified from police by the agency before deployment for work.
	6. The contractor’s workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
	7. The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor’s workers.
	8. The contractor shall be directly responsible for the payment of wages which should not be less than the minimum wages prescribed by the centralGovt/ state Govt.(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. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
	9. Insurance and accident risks of the workers will be the responsibility of the contractor.
	10. All the workers of the contractor shall be free from infectious diseases.
	11. The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
	12. The contractor shall in no case transfer the service it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
	13. The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
	14. The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.
11. **General Conditions:**
	1. ***Agreement:*** The agreement will be initially for one year and extendable for one moreyear with the consent of both parties and outstanding performance of the work done during last year by the contractor. The final decision will be taken by Indenting Office
	2. ***Terms of payment:*** the Kendriya Vidyalaya shall pay the agreed amount to thecontractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.
12. **Notice of Termination of contract.**

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

1. **Supervision :**

The contractor shall authorize a person to supervise the security services who will report to the designated officer or any other office of the Kendriya Vidyalaya so authorized as and when he is required to do so by the Kendriya Vidyalaya

1. **Rates:**

Rates must be fixed as per central GOI Labour department or as per State Govt Labour department notification(Whichever is higher) for the whole month (covered area, open area, Surroundings, stairs, lobbies, corridors, toilets etc.) and for all items of work (excluding Materials). At times when work is taken for a period less than a month, because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

1. **Arbitration:**

In case of any dispute between the contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act. 1940.

1. **Jurisdiction:**

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

I do hereby accept the terms and conditions mentioned above

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

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

Seal of the firm

**Annexure – III**

**TERMS AND CONDITION FOR PROVIDING SERVICES OF GARDENING IN THEVIDYALAYA**

|  |  |  |
| --- | --- | --- |
| 1. | Name of the KV | :Kendriya Vidyalaya Karaikal |
| 2. | Address/Location of the Building | : Karaikal, Puducherry, Chennai Region, |
|  |  |  Pin code - 609604 |
| 3. | Area of the Building | : 3.5 Acres |
| 4. | No. of days during the month |  : All days excluding sundays and as directed |
|  |  | by the vidyalaya. |

**SCOPE OF WORK**

Developing, Maintenance, upkeep of gardens, play-fields and compound of the Vidyalaya and whatever the work assigned by the Principal.

**A.** **Terms and Conditions for providing Services of Gardening in the Vidyalaya**

1. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it and it will be recovered from the agency.
2. That the tenure of the service provides complete continuous gardening measures throughout the year to the Vidyalaya.
3. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the Contract.
4. That the tenure of the service agreement shall be initially for a period of one year with effect from **(as per agreement)**. And thereafter it shall continue till either side intends to terminate giving one month’s notice in advance to the other side or paying one month’s dues in lieu of the notice.
5. That the Vidyalaya on its part shall not be liable to pay any charges. Dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personal which shall be the responsibility of the Agency only who shall be the employee of such personnel.
6. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya No.1 premises located at Ordnance Estate, Tiruchirappalli-16 with effect from **(as per agreement).**
7. **Requirements from staff of the Agency and their duties, behaviour etc.**
	* 1. The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
		2. The contractor’s staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
		3. The contractor’s workers shall be polite, courteous, well behaved and honest.
		4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
		5. The antecedents of all the workers will be got verified from police by the agency before deployment for work.
		6. The contractor’s workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
		7. The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor’s workers.
		8. The contractor shall be directly responsible for the payment of wages which should not be less than the minimum wages prescribed by the central Govt/ state Govt.(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. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
		9. Insurance and accident risks of the workers will be the responsibility of the contractor.
		10. All the workers of the contractor shall be free from infectious diseases.
		11. The contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
		12. The contractor shall in no case transfer the service it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
		13. The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
		14. The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.
8. **General Conditions:**
	1. ***Agreement:*** The agreement will be initially for one year and extendable for one moreyear with the consent of both parties and outstanding performance of the work done during last year by the contractor. The final decision will be taken by Indenting Office
		1. ***Terms of payment:*** the Kendriya Vidyalaya shall pay the agreed amount to thecontractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.
9. **Notice of Termination of contract.**

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

1. **Supervision :**

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

1. **Rates:**

Rates must be fixed as per central GOI Labour department or as per State Govt Labour department notification (Whichever is higher) for the whole month (covered area, open area, Surroundings, stairs, lobbies, corridors, toilets etc.) and for all items of work (excluding Materials). At times when work is taken for a period less than a month, because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

1. **Arbitration:**

In case of any dispute between the contractor and the Kendriya Vidyalaya arising out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the Kendriya Vidyalaya and the decision of such arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act. 1940.

1. **Jurisdiction:**

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

I do hereby accept the terms and conditions mentioned above

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

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

Seal of the firm

FORMAT FOR FIRM REGISTRATION

DETAILS OF PARTICULARS OF FIRM FOR ENLISTMENT DURING THE YEAR: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of Firm
2. Address of the firm
3. Name of proprietor / partner
4. Nature of Business / Trade
5. Copy of the Trade License / Certificate to be attached

(Xerox copy to be attached)

|  |  |
| --- | --- |
| 06.Income Tax / TAN / PAN Card | 1. |
| (Xerox copy to be attached) |  |
| 2. |
|  |
|  |  |
|  | 3. |

1. VAT and Service Registration certificate to be attached

(Xerox copy to be attached)

1. CST/GST certificate to be attached(if applicable) (Xerox copy to be attached)

|  |  |  |
| --- | --- | --- |
| 09. | Contact Number (Mobile / Land Line ) | 1. |

2.

1. E-mail address if any
2. Details of credentials to be attached

I, Sh. / Smt. /Ku.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ proprietor / partner of M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Do hereby certify that the above particulars and document furnished by me are correct. I also undertake that, if any information / document found incorrect, my enlistment is liable to be cancelled.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_ Full signature of the Proprietor / Partner

Remarks of the DDO