

## **CONTENTS OF TENDER DOCUMENT**

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## **TENDER DOCUMENT**

### **FOR PROVIDING CONSERVANCY SERVICES**

TO KENDRIYA VIDYALAYA, DRDO, C V RAMAN NAGAR, BANGALORE  
BY SERVICE PROVIDER

DATE & TIME OF ISSUE OF TENDER DOCUMENT	FROM THE DATE OF ADVERTISEMENT FROM 10 AM TO 12 NOON UPTO 23.11.2019
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	23.11.2019 UPTO 12 NOON
DATE & TIME FOR OPENING OF TENDER DOCUMENT - <b><i>TECHNICAL/FINANCIAL BID</i></b>	AT 11:30 HRS ON 25.11.2019

### **SALE & SUBMISSION OF TENDER DOCUMENT**

SALE OF FORM: FROM 10 AM TO 12 NOON ON ALL WORKING DAYS  
SUBMISSION OF TENDER DOCUMENT: 10 AM TO 12 NOON

- The Tender Form can be obtained from the office of Kendriya Vidyalaya, DRDO, C.V.Raman Nagar on any working day from 10 am to 12 noon on payment of `Rs.500/- (per service) ) by Demand Draft/ Pay Order drawn in favour of Principal, Kendriya Vidyalaya, DRDO, VVN A/c payable at Bangalore.
- In case the Tender Form is downloaded from the website of Kendriya Vidyalaya, DRDO, C.V.Raman Nagar, the Demand Draft/ Pay Order of Rs.500/- per service (Five Hundred only) in favour of “ Principal, Kendriya Vidyalaya, DRDO, C.V.Raman Nagar” payable at Bangalore be sent along with the Tender Form, failing which the tender of the concerned Agency will be rejected.
- Tender Form for Conservancy Services should be submitted along with the cost of Tender Form i.e. ₹ 500 /- 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 a **sealed envelope** super scribing "**TECHNICAL / FINANCIAL BID FOR PROVIDING Conservancy Services**". Sealed envelope duly super scribing "TENDER FOR PROVIDING “ CONSERVANCY SERVICES ” to Principal, Kendriya Vidyalaya, DRDO, Bangalore: 560 093".

- The tender (Technical Bid & Financial Bid) duly completed in all respects may be sent through speed post or Regd. Post or by Hand to the Vidyalaya by 12 noon of 23.11.2019.



ಕೆಂದ್ರಿಯ ವಿದ್ಯಾಲಯ ಡಿಆರ್‌ಡಿಓ, ಸಿ.ವಿ.ರಾಮನಗರ, ಬೆಂಗಳೂರು-560093  
केन्द्रीय वद्यालय डी आर डी ओ, सी वी रमन नगर, बेंगलूरु 560093 -  
KENDRIYA VIDYALAYA DRDO, C.V.RAMANNAGAR, BENGALURU -560093

वेब साइट : [kvdrdo.net](http://kvdrdo.net) ई-मेल : [kv\\_drdo@yahoo.com](mailto:kv_drdo@yahoo.com)

Website: [kvdrdo.net](http://kvdrdo.net), Email id : [kv\\_drdo@yahoo.com](mailto:kv_drdo@yahoo.com), Phone: 080- 25243919.

पत्रांक F.No. VVN /19-20/KV/DRDO/ दिनांक Dated : 04.11.2019.

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUOTATION UNDER OPEN TENDER ADVERTISEMENT**

Sub: "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract ( CONSERVANCY SERVICES) - reg.

Sir/Madam,

1. The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.
2. Sealed competitive Bids are invited by the KVS (**Kendriya Vidyalaya DRDO, Bengaluru - 560 093**) from the reputed/registered Consultant / Service Provider Firm for providing Manpower through service contract initially for a period of 01 (one) year w.e.f 01.12.2019 which may likely to be extended, as indicated below:

A. Area of the Building : 4.92 ACRES

**All other scope of work enclosed in Annexure 1**

Address/Location of the Building	Kendriya Vidyalaya DRDO C V Ramannagar Bengaluru - 560 093
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## B Man Power Required

S. No	Category of Man Power	Minimum Qualifications or/ and Experience	Number of workers required	In the following way/ timing
1	Unskilled	N/A	8	7.30 AM - 5.30 PM

C. Work will have to be got done in the following way :

- i. As per the Terms and Conditions enclosed in Annexure I

### 3. Quoted Price:

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and the Service Charges should be 1% on wages (Including profit and administrative charges) in the format of quotation only attached (**Annexure - A**).
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately, but the same is not applicable to Educational Institution.
- (c) Hourly rate of OTA should not exceed monthly remuneration

30 X 8

- (d) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (e) Correction if any shall be made by crossing out, initialing, dating and rewriting.
- (f) The Bidder shall deposit Rs.25,000/- in the form of Demand Draft/Pay Order drawn in favour of PRINCIPAL VIDYALAYA VIKAS NIDHI ACCOUNT, KV DRDO, payable at BANGALORE as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (g) The selected firm has to furnish performance security in the form of Demand Draft for an amount of contract value of 10%, valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be adjusted/returned only after the Performance security is submitted by the Contracting Agency.
- (h) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

5. **Validity of Bid:**

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

6. **Terms and Conditions:**

- (a) The remuneration shall be disbursed through cheque at KV DRDO premises in the presence of representative of the KV DRDO or its constituent.
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the KV DRDO as per the monthly remuneration and OTA charges quoted without any deduction.
- (c) The Contracting Agency will submit the invoice alongwith proof of disbursement in triplicate after making the payment to the employees provided to the KV DRDO supported with the following documents :-
  - (i) Details of disbursement made to the staff furnishing cheque details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice.
- (d) The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (f) The normal office hours of KV DRDO is from 8.00 am to 4.00 pm six days from Monday to Saturday. However, KV DRDO reserves the right to request the services on Saturday/Holiday/beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

*Total Monthly Remuneration = Monthly remuneration -A<sub>1</sub>*

Where  $A_1 = \frac{\text{Monthly remuneration}}{\text{Nos. of days of absence}}$

*Nos. of days in the month*

(h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by KV DRDO. 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 DRDO, shall be made within 24 hours.

(i) The contracting Agency will be required to sign a contract with the KV DRDO as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.

(j) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, KV DRDO reserves the right to claim and recover damages from Contracting Agency.

(k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.

(l) The Contracting Agency will deploy the trained and sufficient workers who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aid or any other infectious disease before deployment for work.

(m) The Contracting Agency shall provide to their personnel deployed for cleanliness with impressive uniform.

#### **7. 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 & conditions in the following manner:

(i) The bid will be treated as non-responsive if following terms & conditions are not fulfilled and related documents are not attached :-

(a) Copy of proof of registration of the agency with Labour Department of State/Central Govt.

(b) Brief profile of the company and evidence to establish that the bidder has minimum experience of five years in cleaning/sweeping.

(c) The agency is required to produce solvency certificate from a scheduled bank for an amount not less than Rs.1 lakh.

(d) Audited Balance Sheet & Profit and Loss Account.

(e) PAN No. and Current IT clearance certificate.

- (f) Attested copy of proof of EPF registration.
- (g) Attested copy of proof of ESI registration.
- (h) Attested copy of proof of Service Tax Registration.
- (i) Earnest Money Deposit of Rs.25,000.00
- (i) The Bidder shall deposit 10 % of the total value for 12 months in the form of Demand Draft for 135 days after the date of submission of bids or DD/Pay Order drawn in favour of Kendriya Vidyalaya DRDO, payable at Bangalore as earnest money along with the Bid The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (ii) Remuneration of staff, quoted below minimum wages applicable for Unskilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff in Govt. of India shall rendered the bid disqualified for evaluation.
- (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.
- (iv) Service Charges should not be less than 1% of the wages.

**8. Award of Contract:**

- (a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 1 above.
- (c) The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indentor 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.

9. **Last date and time of receipt of Bids**

You are requested to submit the Sealed Bids super scribed on the envelope as "Bids for providing Services for Conservancy Services in "KV DRDO" on service charge basis" latest by **12 Noon of 23.11.2019**. Other terms and conditions and the time schedule remaining unchanged. An earnest money of Rs.25,000/- (Rupees Twenty Five Thousand only) is to be deposited along with tender document. The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in KV DRDO . The sealed bids should be sent by SPEED POST/REGISTERED POST only.

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the KVS.

Yours faithfully,

PRINCIPAL  
KENDRIYA VIDYALAYA DRDO  
BANGALORE

**TERMS AND CONDITIONS FOR CLEANING/ SWEEPING/JOBS ETC., FOR KENDRIYA VIDYALAYA**

- 1.Name of the KV. : Kendriya Vidyalaya DRDO
- 2.Address/ Location : DRDO TOWNSHIP, C.V.Ramannagar  
of the building Bangalore : 560 093.
- 3.Area of the Building : 4.92 acres  
Including open space
- 4.No. of days during the month : All days except Sunday and Gazetted holidays,  
for which the service are required unless otherwise required on written requisition  
Additional charges for cleaning/ sweeping etc., on  
Holiday(s) whenever required will be payable.

**SCOPE OF WORK:**

A . Daily work ( from 7 A.M to 12.30 P.M and 1.30 P.M to 5.30 P.M or as may be decided by the Vidyalaya).

- 1) Sweeping of entire areas of the school building and surrounding of building and collection of all waste materials and disposal of the same as per instructions of the Principal.
- 2) Cleaning of the floor area with wet floor dusters and detergents 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, bringing water from outside for cleaning.
- 6) Sweeping and cleaning of open areas, roads, passage, lawns, quarters area etc., within the boundary of the Kendriya Vidyalaya.
- 7) Regular dusting / cleaning of furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows in class-rooms , all other rooms and other spaces of the school everyday before opening of the school.

- 8) Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphtholine balls/cakes and odonil cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available near each washbasin the building.
- 9) The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc., is to be cleared within 24 hours of noticing the complaint.
- 10) All complaints of leakage in the GI & CI pipes etc., are also to be attended within 24 hours.

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

- 1) Washing and scrubbing of floor areas with detergents and dirt removing agent.
- 2) Acid cleaning of sanitary wades, without damaging their shines.
- 3) Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- 4) Cleaning of filled surfaces in the corridors and staircases.
- 5) Cleaning of water storage tanks and water coolers, if any.
- 6) Polishing of brass name plates and number plates and cleaning of all other name plates/ boards.
- 7) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition paneling etc.,
- 8) Removal of cobwebs in all rooms and other spaces of the school.

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

- 1) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- 2) The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
- 3) The contractor's workers shall be polite, courteous, well behaved and honest.
- 4) The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- 5) The antecedents of all the workers will be got verified from police by the agency before deployment for work.
- 6) The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
- 7) The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor's workers.

- 8) The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages prescribed by the Central Government and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the Central Govt. 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 Contractors shall be free from infectious diseases.
- 11) The Contractor will ensure that proper licence/ permission from the concerned authorities, wherever applicable, are obtained promptly.
- 12) The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
- 13) The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- 14) The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

**D . GENERAL CONDITIONS:**

- 1) Agreement : For one year extendable for one year with the consent of both the parties and outstanding performance of the work done during last year by the Contractor.
- 2) Terms of Payment: The Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “ that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.
- 3) Room Facility : The Kendriya Vidyalaya shall provide a small room/space for the supervisor and storage of materials etc., to the contractor free of cost during the period of contract. No name plate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

**E . NOTICE OF TERMINATION OF CONTRACT:**

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

#### **F . STOCK AND SUPPLIES:**

The contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyl, detergent, odonil, naphtholine balls etc., so as to meet normal requirement. The contractor shall not be permitted to stop supplying any items for any reason.

#### **G. SUPERVISION :**

The contractor shall 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.

#### **H. RATES :**

Rates must be fixed on per week basis for the whole unit ( covered areas, open area, surroundings, stairs, lobbies, corridors, toilets etc., ) and for all items of work including cost of material. At times when work is take for a period less than a week because of closure of the school etc., rates would be calculated for a day and payment made accordingly.

#### **I . ARBITRATION :**

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

#### **J . JURISDICTION:**

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

PERFORMA FOR TECHNICAL BID – CONSERVANCY SERVICES		
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. Mobile No. E-Mail Address	
4	Full address of Operating/ Branch Office in Bangalore. Telephone No. Mobile No. E-Mail Address	
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years 2016-17, 2017-18, 2018-19) Telephone Number of Banker	
6	Registration No. / License No. of the Agency (attach attested copy of the Registration)	
7	Service Tax Registration No. (attach attested copy of the Registration)	
8.	GST No. (attach attested copy of GST)	
9	PAN No. of the Agency ( attach copy of card)	
10	Details of major contracts handled in last 03 (three years) with government bodies.	Attach as per format- Annexure-I
11	Self- certificate for non-blacklisting	Attach as per format- Annexure-II.
12	Total No.s of employees in the Agency	
13	Annual Turnover 2016-17 2017-18 2018-19	Rs. Rs. Rs.
14	Total Number of Working Experience in Years	_____
15	Tax Audit Report 2016-17 2017-18 2018-19	_____ _____ _____
16	Earnest Money of ` 25,000/- in favour of ‘Principal, Kendriya Vidyalaya DRDO, VVN A/c, Bangalore ‘ is to be enclosed.	DD/ Pay Order No..... date..... Name of Bank & Branch..... .....
17	Acceptance of Terms & Conditions of tender documents.	Attach as per format – Annexure-III

**Signature of authorized person.....**

**Date:.....**

**Place:.....**

**Name:.....**

**Seal: .....**

**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 SERVICES** DURING THE LAST THREE 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//

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//

**ACCEPTANCE OF THE TENDERERS:**

The Terms & Conditions enumerated in the document from **Sl. No. A to J** 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//

**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 .....

## CHECK LIST FOR TECHNICAL BID

1. I /We have gone through the contents of the tender documents received from Kendriya Vidyalaya, DRDO, Bangalore for providing service of .....  
..... ( Conservancy Services)
2. I/We affirm that our Agency is implementing **MINIMUM WAGES ACT** in force at Bangalore..
3. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma, is placed at **Page No.1.**
4. Proof of address of the Agency is placed at **Page No.2**
5. Banker’s Certificate has been placed at **Page No.3**
6. Attested copy of Registration of Agency is placed at **Page No.4**
7. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed at **Page No.5**
8. Attested copy of Registration with Service Tax is placed at **Page No.6**
9. Attested copy of PAN No. is placed at **Page No.7**
10. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith.
11. Demand Draft for Rs.25,000/- for one services favouring – ‘Principal, Kendriya Vidyalaya, DRDO, VVN A/c, Bangalore’ towards EMD is attached to the Technical Bid document.
12. Any other document, not mentioned above.....  
.....  
.....is/ are also enclosed.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

<b>PERFORMA FOR FINANCIAL BID – CONSERVANCY</b>			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, DRDO, BANGALORE – 560093	
2	Area / Blocks	<p>Area of KV : 4.92 Acres approx. Office Block, Primary Block, Middle Block, Play Grounds, Open Area, Cycle /scooter/ Car Stands &amp; toilets in each block. The Area/ compound is surrounded by a boundary wall with three 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 except Sunday and Gazetted holidays,	
4	No. of Housekeeping labourers required in the Vidyalaya	<b>08 ( Eight)</b>	
Sl. No.	Details	Amount ( in Rupees) per Month	
		Securities ( Per person)	
<b>I. FIXED (NOT NEGOTIABLE)</b>		<b>In figure</b>	<b>In Words</b>
1	Min. Wages per Housekeeping as per notification from the Office of the Labour Commission of <b>Government of India</b> per Security. ( Labour Commissioner notification is to be enclosed).		
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)	N/A	N/A
<b>II. NEGOTIABLE</b>			
1	Service charges inclusive of Uniforms/Bonus etc., per housekeeping labour - ( NOTE : the Service Charges should not be less than 1% on wages (Including profit and administrative charges)		
<b>III. TOTAL MONTHLY CHARGES FOR EACH HOUSEKEEPING ( I + II)</b>			
<b>IV. TOTAL MONTHLY CHARGES FOR 08 (EIGHT) HOUSEKEEPING LABOURERS</b>			

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

# MODEL AGREEMENT

## MODEL AGREEMENT FOR SERVICE CONTRACT

### 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 DRDO, C.V.Ramannagar, Bangalore (herein after called KV. DRDO 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 KV. DRDO, Bangalore [on/in/for] [name the area of service contract].

1.2.2 WEHREAS KV DRDO, Bangalore at its premises located in C.V.Ramannagar, Bangalore (hereinafter called the INDENTING OFFICE) is seeking service on contract for Security Services [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 the work to be carried out by the CONTRACTING AGENCY the KV, DRDO, Bangalore shall pay to CONTRACTING AGENCY as follows after deducting 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 \_\_\_\_\_

## **15 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 state 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.

Total Monthly Remuneration = Monthly Remuneration - A

Where A = 
$$\frac{\text{Monthly Remuneration} \times \text{Nos. of days of Present}}{\text{No. of days in the month}}$$

**1.7.4 18 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.

**19 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 .....

Witness (Name and Address)

1.

2.

**Parties**

For and on behalf of Contracting Agency

Signature.....

Name.....

Designation.....

Seal.....

Witness (Name and Address)

1.

2.