**केन्द्रीय विद्यालय कारना, नूंह रोड, पलवल(हरियाणा)**

**निविदा सूचना**

केन्द्रीय विद्यालय पलवल मे मैनपॉवर सेवाओं(सुरक्षाकर्मी, माली, सफाईकर्मी) की आपूर्ति करने वाली इच्छुक फ़र्म को जिनके पास अपनी फर्म की पंजीकरण संख्‍या PAN/GST/ST/EPF/ESI इत्‍यादि तथा अनुभव हो, निविदा आमंत्रित की जाती है । आवेदन हेतु फॉर्म एवं जानकारी हमारी वेबसाइट <https://palwal.kvs.ac.in/>से प्राप्त किये जा सकते हैं | सुरक्षा सेवाओं के लिए फर्म के पास हरियाणा/जिला पलवल का एचपीएसए लाइसेंस आवश्‍यक है । निविदा बंद लिफाफे में दिनांक 16.01.2021 अपराह्न 1.30 बजे तक अधोहस्‍ताक्षरी के कार्यालय में पहुंच जाने चाहिए। सभी नियम व शर्ते केंद्रीय विद्यालय संगठन के नियमानुसार होंगे ।

प्राचार्य

****

**केन्द्रीय विद्यालय, नूह रोड, कारना, पलवल 121102**

**KENDRIYA VIDYALAYA, NUH ROAD, KARNA, PALWAL 121102**

**वेब-साइट :** <https://palwal.kvs.ac.in/>

**ईमेल:** [kendriyavidyalayapalwal@gmail.com](mailto:kendriyavidyalayapalwal@gmail.com)

**फोन 7056700706**

**फ- 11/के०वि०प०/2020-21/ दिनांक:- 26/12/2020**

**निविदा दस्‍तावेज/TENDER DOCUMENT**

**Sub : "Inviting Bid for engaging Service Provider Firm (SECURITY SERVICES/GARDENING SERVICES/HOUSE KEEPING CONSERVANCY SERVICES) 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 Palwal 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 Palwal from the reputed/registered Consultant/Service Provider Firm for providing Manpower excluding material through service contract initially for a period of **01 (one) year** which may be extended, as indicated below:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No** | **Category of Manpower** | **Nos. (Tentative)** | **Minimum qualifications or/and experience** | **Responsibilities** |
| 1. | Security Guards  a) Unskilled | 3 guards for Round the clock security services | Middle standard and minimum One year experience as a Security Guard in an Educational Institution. | Entire responsibility for taking security measures of the building/ premises of Kendriya Vidyalaya Palwal and will be responsible for any loss of property, complete continuous security measures round the clock by changing the personal in rotation and replacement. |
|  |  |  |  |  |
|  | Gardeners  (a) Unskilled | 1 | Non-Matriculate/ Matriculate and minimum One year experience as a Gardener in a Educational Institution | Entire responsibility of maintaining of gardens, hedges, plants, trees, potted plants, herbs, shrubs within the school premise along with the bougainvillea plants on the front boundary wall, entire watering and manuring/cutting/ pruning of the above mentioned vegetation as and when required for maintenance, cleaning of the entire dry/ died leaves, straws, branches, flowers and weeds part from the gardens, lawns, playground and removal of the same from the school premise for neat and tidy look of the school premises. |
|  | Sweepers  a) Unskilled | 1 to 3 | Non-Matriculate/ Matriculate and minimum One year experience as a Sweeper in a Educational Institution | Entire responsibility of cleaning & sweeping of entire school building/ premise including wet mopping, dusting of furniture and fixtures such as desks, chairs, tables, almirah, racks, sofas, electric fans, tube-lights, doors, windows, ventilators, staircases, roofs, floors, cleaning of water coolers, water tanks, dusting of science labs, computer labs, library, staff room, Principal’s room, Vice-principal’s room, HM’s Room etc. washing of curtains, towels, bed sheets, rags, toilets, vedas, verandahs, pathways, plinth protections, drains, fans, sweeping of playground and open spaces and to throw the waste garbage in the dustbins for removal of the same from the School premise. |

An outline of tasks to be carried out by different category of manpower provided is detailed as under:-

**3. Quoted Price**:

1. The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached **(Annexure** - **A).**
2. The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
3. Hourly rate of OTA should not exceed monthly **remuneration**

**30×8**

1. 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.
2. Correction if any shall be made by crossing out, initiating, dating and rewriting.
3. The Bidder shall deposit **Rs. 10000/-** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of **Vidyalaya Vikas Nidhi Kendriya Vidyalaya Palwal**, payable at Palwal,Haryana as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.(Firms registered with MSME are exehmpted from EMD, they has to submitted registration copy)
4. The selected firm has to furnish performance security in the form of Bank Guarantee/DD/RTGS for an amount of **Rs 1,00,000**/- 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 returned only after the Performance security is submitted by the Contracting Agency or it may be adjusted in performance security.
5. 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 **One Year** after the deadline fixed for submission of Bids.

6. **Terms and Conditions:**

1. The remuneration shall be disbursed through cheque/RTGS/Bank to bank transfer under intimation of representative of the KV Palwal or its constituent.
2. The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to Kendriya Vidyalaya Palwal as per the monthly remuneration OTA charges quoted without any deduction.
3. The Contracting Agency will submit the invoice/bill alongwith proof of disbursement in triplicate after making the payment to the employees provided to Kendriya Vidyalaya Palwal supported with the following documents :-

(i) Details of disbursement made to the staff furnishing cheque/RTGS/NEFT/Fund transfer 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/bill.

1. 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.
2. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
3. The normal office hours of Kendriya Vidyalaya Palwal is from 7:30 am to 3:30 pm Six days from Monday to Saturday. However, KV reserves the right to request the services on Holiday/ beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Holiday/ beyond office hours. However, overtime hours in a month will not exceed 54 hours.
4. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

***Total Monthly Remuneration = Monthly remuneration*** *-A1*

where A*1* = *Monthly remuneration× 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 KV. 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 Kendriya Vidyalaya Palwal. 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 shall be made within 24 hours.

(i) The contracting Agency will be required to sign a contract and Pre Integrity Pact with Kendriya Vidyalaya Palwal as per the Model Contract which will be provided from KV Palwal. 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/attributable to the personnel deployed, the KV reserves the right to claim and recover damages from Contracting Agency.

**7. Evaluation of Bid**:

The indentor 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 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.

(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.

(f) Attested copy of proof of ESI registration.

(g) Attested copy of proof of GST/Service Tax Registration.& attested copy of license issued by Govt. of Haryana to run private security services in the state Haryana/Palwal Distt.

(h) The Bidder shall deposit **Rs 10000/-** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD/Pay Order drawn in favour of Vidyalaya **Vikas Nidhi Kendriya Vidyalaya Palwal**, payable at Palwal as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract. Firms registered with MSME are exempted from EMD, they have to submit registration certificate.

(ii) Remuneration of staff, quoted below minimum wages of the Govt. of Haryana/Govt. of India shall render 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. Applicability to minimum wages rates approved by Govt. of India/Haryana whichever is beneficial to labour.

**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. But unreasonable low service charges are liable to be rejected as it leads to exploitation of the employee/labourers.

(b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.

(c) The indentor 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 biding 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 Security Guards/Gardeners/Housekeeping staff on service charge basis”** due on 16.01.2021 latest by 1:30 pm.The quotations shall be opened at 2:00 PM on 18.01.2021 before school committee. The bidders or their representatives with authorisation letter who choose to be present at the time of opening of quotation are invited to do so.

The Indentor 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,

**Signature**

**Name RAJ KUMAR KATARIYA**

**Designation: Principal**

**For and on behalf of the**

**Kendriya Vidyalaya Palwal**

**ANNEXURE-‘A’**

PART A

**Financial Bid for Security , House Keeping, Gardener and Other Manpower Services**

1. **CENTRAL GOVERNMENT MINIMUM WAGE RATE FOR AREA C**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.No | Details of Manpower Service | No. of Personnel to be supplied | Basic Wage + VDA (For Each) | EPF  13% | ESI  3.25% | Total | Service charges/ charges of uniforms/bonus etc. including overhead profit  (in percentage only) | Total  For Each  Col.7+8 | Grand Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 01 | Security Guard Services round the Clock | 03 (Three)  (01 Security Guard of Each Shift of 8 Hrs)  + 1 Reliever for weekly off |  |  |  |  |  |  | For 3 Guards  Col.9 x 3 (including reliever)  Rs.\_\_\_\_ |
| 2. | House Keeping & Cleaning Services | 03 (Three) 8 Hrs |  |  |  |  |  |  | For 03 H.K.Pers  Col.9 x 3  Rs\_\_\_\_\_ |
| 3. | Gardening Services | 01 (One) 8 Hrs |  |  |  |  |  |  | For 01  Gardner  Col.9 x 1  Rs.\_\_\_\_ |
| 4. | Other Man Power Services  (Unskilled ) | Will be engaged, if required on urgency |  |  |  |  |  |  | For 01 Person  Col.9 x 1  Rs.\_\_\_ |

**NOTE :**

Bidder shall enter all the charges as per the columns above . Service Tax/GST not to be included as it is exempted for Educational Institutions.

1. The cost of the service in respect of Security / House Keeping / Gardener / Other Man Power services inclusive of ESI and EPF will have to be provided.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. We agree to provide the above service of manpower including material and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) is furnished herewith vide Bank Draft No.\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_drawn on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date :

Place :

(Bidder) Seal & Signature of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*

**Part B**

**Financial Bid for Security , House Keeping, Gardener and Other Manpower Services**

1. **DC PALWAL MINIMUM WAGE RATE**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.No | Details of Manpower Service | No. of Personnel to be supplied | Basic Wage + VDA (For Each) | EPF  13% | ESI  3.25% | Total | Service charges/ charges of uniforms/bonus etc. including overhead profit  (in percentage only) | Total  For Each  Col.7+8 | Grand Total |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 01 | Security Guard Services round the Clock | 03 (Three)  (01 Security Guard of Each Shift of 8 Hrs)  + 1 Reliever for weekly off |  |  |  |  |  |  | For 3 Guards  Col.9 x 3 (including reliever)  Rs.\_\_\_\_ |
| 2. | House Keeping & Cleaning Services | 03 (Three) 8 Hrs |  |  |  |  |  |  | For 03 H.K.Pers  Col.9 x 3  Rs\_\_\_\_\_ |
| 3. | Gardening Services | 01 (One) 8 Hrs |  |  |  |  |  |  | For 01  Gardner  Col.9 x 1  Rs.\_\_\_\_ |
| 4. | Other Man Power Services  (Unskilled ) | Will be engaged, if required on urgency |  |  |  |  |  |  | For 01 Person  Col.9 x 1  Rs.\_\_\_ |

**NOTE :**

Bidder shall enter all the charges as per the columns above . Service Tax/GST not to be included as it is exempted for Educational Institutions.

1. The cost of the service in respect of Security / House Keeping / Gardener / Other Man Power services inclusive of ESI and EPF will have to be provided.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. We agree to provide the above service of manpower including material and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) is furnished herewith vide Bank Draft No.\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_drawn on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date :

Place : (Bidder) Seal & Signature of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MODEL AGREEMENT FOR SERVICE CONTRACT**

**1.1 THE AGREEMENT**

1. THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address), (herein after called KV \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_which expression shall where the context so admits include its successors and permitted assigns) of the one part, and
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

(a) [xxxxxxxx] following;

: 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. 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 Kendriya Vidyalaya Palwal, Haryana.
2. WEHREAS Kendriya Vidyalaya Palwal at its (hereinafter called the INDENTING OFFICE) is seeking service on contract for Kendriya VidyalayaPalwal, Haryanaas detailed in the Appendix-\_\_\_\_ to the agreement.

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 CONTRACITNG 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 Kendriya Vidyalaya Palwal 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 Kendriya VidyalayaPalwal, Haryana

**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 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 same as applicable to the INDENTING OFFICE.

**1.6 RESPONSIBILITIES OF CONTRACTING AGENCY**

1. CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower including/excluding material in the premises of the INDENTING OFFICE.
2. The Contracting Agency shall complete the WORK within six months of date of receipt of acceptance of the shown in the letter of acceptance of offer and award of work issued to the CONTRACTING AGENCY.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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].
8. 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. 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.
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 the performed.
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.
4. INDENTING OFFICE will make payment of overtime charges per man hour on prorata basis with reference to the agreed rate in this contract.
5. INDENTING OFFICE will set up a screening Committee for assessing the no. of workers required for deployment and based on its recommendation and subject to such limits as prescribed, place demands with the CONTRACTING AGENCY. This Screening Committee will also evaluate the performance of the service deployed as stated vide provision 1.5.3 above.

**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**

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. 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.
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.
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.

**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 email/posted by registered mail/speed post to the CONTRACTING AGENCY at its last known address/email. 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 [ 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 KVS The decision of the KVS 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 Parties**

For and on behalf of KV\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For and on behalf of Contracting Agency

Signature …………………………………. Signature………………………..

Name ……………………………………… Name…………………………….

Designation ………………………………. Designation………………………

Seal ……………………………………….. Seal………………………………

Witness (Name and Address) Witness (Name and Address)

1. 2.

**TERMS AND CONDITION FOR CLEANING/ SWEEPING/ JOBS ETC FOR KENDRIYA VIDYALAYA PALWAL**

1. Name of the KV KV PALWAL
2. Address/ Location of the Building Nuh Road, Karna Palwal
3. Area of the building Approx 14.4 Acre

Including open space

4. No. of days during the month All days except Sunday and Gazetted

for which the services are required holidays. 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 :-**

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 instructions of the Principal.

1. Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of the Vidyalaya and thereafter every 2 hour specially in the area like corridors, stairs and reception etc. Spray of flit etc. in the rooms for keeping the room free from mosquitoes, files etc.
2. Cleaning and washing of toilets and urinals using deodorants, detergents and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.
3. Cleaning of carpets, Durries etc.
4. In case of shortage of water or non availability of water, bringing water from outside for cleaning.
5. Sweeping and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya vidyalaya.
6. Regular dusting/ cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirarhs and doors and windows in class-rooms, all over rooms and other spaces of the school every day before opening of the school.
7. The choking of the sanitary installation e.g Trapes Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint
8. 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 detergent and dirt removing agent.
2. 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 undesirables post cleaning marks.
4. Cleaning of filled surface 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**: Behavior etc.

1. The contractor shall comply with all the laws and regulations application 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 othe mischievous deed done by its worker.
5. The antecedents of all the workers should be 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. 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 contractor's worker.
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. /Central Govt. and will include such other benefits as may be available to its employees under the elevant Acts and Regulation applicable in the State The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor ad 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 licence/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/her presence at any time is felt undesirable.