



## TENDER DOCUMENT

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

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 Vidyalaya set up for imparting education to the children of transferable central Govt. Employees among others.
2. Sealed competitive Bids are invited by the KV, Nagercoil, 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. 01.12.2018 which may likely to be extended one more year if found to be satisfied, as indicated below.

S. No.	Category of Manpower	Nos.	Minimum qualifications or/and experience
1.	Conservancy Services	(Minimum 6 persons)	Class-VIII passed
2.	Security Services	(Minimum 3 persons)	Class-VIII passed
3.	Gardening Services	(Minimum 2 persons)	Class-VIII passed
4.	Sub Staff (Semiskilled)	(Minimum 2 persons)	Class- X passed

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

S. No.	Category of Manpower	Responsibilities
1.	Conservancy Services	As mentioned in Annexure-I
2.	Security Services	As mentioned in Annexure-II
3.	Gardening Services	As mentioned in Annexure-III
4.	Sub Staff(Semiskilled)	As mentioned in Annexure-IV

3.

DATE & TIME OF TENDER DOCUMENT AVAILABLE IN WEBSITE (www.kvnagercoil@ac.in)	16.10.2018 - 10.00 hrs
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	UPTO 02-11-2018 (Friday) BY 14.00 hrs.
DATE & TIME FOR OPENING OF TENDER DOCUMENT – <b>TECHNICAL / FINANCIAL BID</b>	03-11-2018 AT 12:00 HRS

The tender form can be downloaded from the Kendriya Vidyalaya Nagercoil website (www.kvnagercoil.ac.in) from 16-10-2018 to 02-11-2018 on payment Rs.500/- (Rupees five hundred per service) by Demand Draft / Pay order drawn in favour of Vidyalaya Vikas Nidhi A/c, Kendriya Vidyalaya Nagercoil payable at Nagercoil.

Separate form for each service such as security / gardening / conservancy and sub staff along with the cost of tender form Rs.500/- and along with necessary documents.

The tender shall be accepted under bid system. The interested service providers are advised to submit technical and financial bids in sealed envelope subscribing **TECHNICAL / FINANCIAL BID** for providing **Security / Conservancy / Gardening / Sub staff** deployment service to Principal, Kendriya Vidyalaya, Konam, Nagercoil.

The sealed competitive quotation are invited by the under signed by reputed / registered consultant / service provider firm / agencies for providing manpower through service contract initially for period of 01 (one) year for its premises / building from the date of signing the contract which may be extended by another one year as per the terms and condition.

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(R.N. Sendhil Kumar)  
Principal, KV Nagercoil



केन्द्रीय विद्यालय, नागरकोइल

KENDRIYA VIDYALAYA NAGERCOIL

KONAM, NAGERCOIL 629 004, KK Dist.

Email : kvnagercoil@yahoo.com

website : kvnagercoil.ac.in

निविदा सूचना / TENDER NOTICE

केन्द्रीय विद्यालय नागरकोइल, कोणम पी ओ , कन्याकुमरी जिला 629004 में आउट सोर्सिंग गृह रख-रखाव,सुरक्षा,माली,और अन्य सेवाओं के लिए अनुरोध देने के लिए मुहरबंद बोलियां/निविदाएँ आमंत्रित की जाती हैं । निविदा फ़ार्म /दस्तावेज हमारी वेबसाइटwww.kvnagercoil.ac.inसे डाउनलोड किए जा सकते हैं। मुहरबंद /निविदा फ़ार्म पोस्ट/हाथ द्वारा 500-रुपये (केवल पाँच सौ रुपये) के गैर-वापसी योग्य पंजीकरण शुल्क के साथ विद्यालय विकास निधि खाता,केन्द्रीय विद्यालय नागरकोइल के पक्ष में तैयार डिमांड ड्राफ्ट के ज़रिए जमा किये जाने चाहिए,नागरकोइल में देय । मुहरबंद निविदा दस्तावेज जमा करने की अंतिम तिथि 02.11.2018 , 2.00 बजे है।निविदा फ़ार्म 03.11.2018 अपराह्न 12.00 बजे खोले जाएंगे।

Ph: 04652-260100, 260101

प्राचार्य

Sealed Bids/Tenders are invited for awarding contract for out-sourcing House Keeping, Security, Gardening and other services in Kendriya Vidyalaya, Konam P.O. Nagercoil, Kanyakumari dist 629 004. The tender forms/documents can be downloaded from our website www.kvnagercoil.ac.in. The Sealed Tender forms should be submitted by post / hand along with a non refundable Registration fee of Rs.500/- (Rupees five hundred only) through Demand Draft drawn in favour of "Vidyalaya Vikas Nidhi Account, Kendriya Vidyalaya Nagercoil" payable at Nagercoil. Last date for submission of sealed tender document is 2.00 pm on 02.11.2018. Tender forms will be opened on 03-11-2018 at 12.00 noon.

Ph: 04652-260100, 260101

PRINCIPAL

## GENERAL TERMS & CONDITIONS

### 1. Quoted Price:

- a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and Service charges (including profit and administrative charges) in the format of quotation attached only (Annexure A to 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. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. % age of profit / service charges etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard. (Monthly remuneration will be 30 days for the security and 25 days for the other services for comparative statement purpose)
  - b) The service tax is exempted vide Circular No.172/7/2013 – ST by Govt. of India for education institutions.
  - c) Correction if any shall be made by crossing out, initialing, dating and rewriting.
  - d) Bidder shall deposit Rs.30,000/- (Rupees Thirty thousand only) for Security Services, conservancy Services, Gardening Services and sub staff deployment services as Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favor of “Vidyalaya Vikas Nidhi A/c, Kendriya Vidyalaya Nagercoil” payable at Nagercoil along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
  - e) Each Bidder must submit only one quotation for each service separately.
2. The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in sealed envelopes superscribing “**TECHNICAL/ FINANCIAL BID FOR PROVIDING SECURITY / HOUSE KEEPING/ GARDENING / SUB STAFF DEPLOYMENT SERVICES**” to Kendriya Vidyalaya, Konam, Nageroil
  3. The successful tenderer will have to deposit performance security in the form of **D.D.** for an amount equivalent to **10%** of the net amount for one year. The performance security shall be submitted within 10 days from the date of Notification of Award. The performance security will be retained for a period of **90 (ninety) days** beyond the date of cessation of the contract (initial one year) for completion of all contractual obligations of the bidder including warranty obligations and till providing the NOC from all the employees about the settling of their dues. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer as per new labour rates and will be returned as per the condition stated above.
  4. Conditional bids shall not be considered and will be out rightly rejected.
  5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the **Financial Bid Form**. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the **Technical Bid Application**, the same must be attested by the person authorized to sign the tender bids.
  6. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **CERTIFICATE OF**

**REGISTRATION** of firm should also be enclosed along with the tender along with the name of authorized partner to interact with Kendriya Vidyalaya, Konam, Nagercoil.

7. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.
8. The TECHNICAL & FINANCIAL BID shall be opened on the scheduled date and time (At 12.00 hrs on 03-November-2018) in the Vidyalaya in the presence of the representatives of the Agency / firm if any, who wish to be present at the time of opening the tender.
9. The TECHNICAL BID if not qualified will be summarily rejected.
10. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/Autonomous Body/ PSUs/ Banks, etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc, the earnest money/ Security Deposit of the firm/ Agency will be forfeited and the bid/contract will be rejected/ cancelled.
11. No bidding firm will be allowed to withdraw its bids. If any firm intends to withdraw opening of technical bids, it's Earnest Money (EMD) will be forfeited.
12. If after award of the contract, the successful bidder (L1) fails to provide required number of Security Guard / Gardner / Conservancy / Sub staff, the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.
13. Telex, Email or Facsimile Bids are not acceptable.
14. The lowest bidder will be selected on the basis of rates, all categories (Security, Conservancy, Gardening & Sub staff) put together as per requirement.
15. The Bid shall remain valid for a period not less than 120 days after the deadline fixed for submission of Bids.
16. If there is tie in the L1 Vendor the evaluation will be done on the basis of technical bid qualification.
17.
  - a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price for all services put together. The indenter will prefer the bidder who is bidding for all the services together.
  - b) The Indenter 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 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 Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
  - e) The contract awarded shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, KV Konam, Nagercoil, but not more than one year after review of performance.

18. The contract can be short closed without any prior notice on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, Konam, Nagercoil. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the Service Provider and or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by the authority of Kendriya Vidyalaya, Konam, Nagercoil.
19. By virtue of this agreement, no relationship will be created between the Conservancy staff/ Workers and Kendriya Vidyalaya, Konam, Nagercoil / KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its Security Guards/ Gardner / Conservancy staff/ Sub staff meeting all statutory obligations and no complaints by any of its Security Guards/ Gardner /Conservancy staff/ Sub staff in this regard will be entertained by the Kendriya Vidyalaya, Konam, Nagercoil.
20. The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, Konam, Nagercoil side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
21. The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya, Nagercoil. 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 Indenting Office. 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 Kendriya Vidyalaya, Nagercoil, shall be made within 24 hours.
22. The workers should be physically and mentally fit. The Security Guard / Gardener / Conservancy staff / Sub staff should be neatly dressed up with proper uniform and shoes.
23. The Contractor shall get the Security Guard / Gardener / Conservancy staff/ Sub staff screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya. Only physically fit Security Guard / Gardener / Conservancy staff / Sub staff shall be deployed for duty by the Service Provider.
24. The Security Guard / Gardener / Conservancy staff / Sub staff should be well versed with local languages.
25. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by it's Security Guard / Gardener / Conservancy staff / Sub staff.
26.
  - i) Rates of Remuneration for staff quoted below minimum wages applicable, in the State of Tamil Nadu (name the state/UT) or as per **Central Govt. Labour Dept.** notification (whichever is higher), shall render the Bid disqualified from evaluation. The wages will be revised as per the statutory notification by the concern govt. authorities and agency must submit the copy of the notification with request to revise the wages from the effective date. Any delay on the part of the agency, they will borne the expenses of paying arrears.
  - ii) The evaluation will be done for all the services put together. Indenting Office will award the contract to the lowest evaluated responsive bidder as a whole.

iii) *The Bid will be treated null and void, if it is quoted with “ZERO PERCENTAGE” service charges which should include Profit, providing uniform to all the employees, payment of I.T(2% of the payment), and all other overhead expenses too.*

27. The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on Security Guard / Gardener / Conservancy staff/ Sub staff employed by it and deployed in Kendriya Vidyalaya, Konam, Nagercoil.

28. Verification of **CHARACTER AND ANTECEDENTS** of the Security Guard / Gardener / Conservancy staff/ Sub staff through **POLICE is mandatory** and shall be the responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter-alia that the Conservancy staff / Sub staff provided are of good character, duly verified by the Police from security angle should be provided to the Vidyalaya immediately after award of Contract. The Security Guard / Gardener / Conservancy staff/ Sub staff shall not enter into any unlawful activity within the KV premises and shall have a good moral character.

29. **Police Verification Report should be submitted to the Vidyalaya of all the workers engaged at KV Nagercoil for Conservancy, Gardening, Security and Sub staff.**

30. a) The normal office hours of the Principal, Kendriya Vidyalaya, Nagercoil are Monday to Saturday 8.00 am to 5.00 pm (except Govt. holidays). However, Kendriya Vidyalaya, Nagercoil 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 Holiday / beyond office hours. However, overtime hours in a month will not exceed 54 hours.

b) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

$$\text{Total Monthly Remuneration} = \text{Monthly remuneration} - A_1$$

$$\text{where } A_1 = \frac{\text{Monthly remuneration}}{\text{No. of days in the month}} \times \text{No. of days of absence}$$

31. Losses caused to the Vidyalaya due to negligence on the part of Security Guard/ Gardener/ Conservancy staff /Sub staff will be recovered from the Agency/Contractor.

32. The Security Guard / Gardener / Conservancy staff /Sub staff provided by the Service Provider should be well mannered, courteous and polite. The Security Guard / Gardener / Conservancy staff/Sub staff should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya. The Vidyalaya shall not provide any accommodation or living facilities to the Security Guard / Gardener / Conservancy Staff / Sub Staff.

33. During the period of leave of any of the Security Guard / Gardener / Conservancy staff/Sub staff, the Service Provider shall deploy another Security Guard / Gardener / Conservancy staff/Sub staff with prior intimation to the Vidyalaya.

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

35. All the employees employed should be allotted with UAN number provided by the EPF department within 15 days from the date of contract (01-12-2018).

36. 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.
37. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract. Minor variations as per actual calculation will be borne by the contracting agency.
38. The quoted rates will be all inclusive of all charges, *no Service Tax as KV Nagercoil is an educational institution*, and no other charges will be paid extra.
39. The Service Provider shall authorize a person to supervise the cleaning and maintenance service who will report to the designated officer/ Principal of Kendriya Vidyalaya, Konam, Nagercoil. The Service Provider/ Supervisor shall report to the Vidyalaya as and when he is required by the Vidyalaya authority in connection with the Contract.
40. **The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory.**
- i) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the satisfactory work/actual attendance of their employees as per the monthly remuneration and OTA charges quoted without any deduction into their bank accounts or by cheque.
- ii) The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the satisfactory work/actual attendance of their employees supported with the following documents: -
- a) Details of disbursement made to the staff furnishing cheque details / bank deposit details for each payment,
- b) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.
- iii) No payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice along with all the proofs for payments as quoted above. All payments shall be made by cheque / RTGS / NEFT only.
41. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
42. The Kendriya Vidyalaya reserves the right to order any worker of the Service Provider to leave the premises of the Kendriya Vidyalaya if his/her presence at any time is felt undesirable.
43. The selected agency/ Service Provider shall have to execute an agreement on non-judicial stamp paper of **Rs.100/-** to be signed by both the parties.
44. In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, Konam, Nagercoil. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be Nagercoil. In the case of settlements of dispute in the court, it will be in the jurisdiction of courts at Nagercoil.



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

**PENALTY CLAUSE**

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

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

**UNDERTAKING**

I / We have gone through the contents of the general terms and conditions (point no.1 to 45) and penalty clauses of tender documents received from Kendriya Vidyalaya, Konam, Nagercoil for providing services of i) Security Service ii. Conservancy iii. Gardening iv. Sub staff. I / We fully aware of the facts stated in the tender documents.

Signature of the proprietor / authorized signatory

Name.....

Seal.....

## Annexure – I

### TERMS AND CONDITION FOR CLEANING / SWEEPING (CONSERVANCY) FOR KENDRIYA VIDYALAYA

1. Name of the KV : Kendriya Vidyalaya, Nagercoil
2. Address/Location of the Building : Konam, Nagercoil Tamil Nadu, Chennai Region,  
Pin code – 629 004
3. Area of the Building : 2.00 Acres (Approx.)
4. Area of the campus : 8.66 Acres
5. 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. (25 days to be  
calculated for the monthly bill for comparative  
statement purpose)

#### SCOPE OF WORK

(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)

#### **H. Daily Work (from 07:30 AM to 12:30 PM and 01:30 PM to 04:30 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 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 staff of the Agency their duties and behavior 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.

**D. General Conditions:**

1. **Agreement:** The agreement will be initially for one year and extendable for one more year 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 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.

**E. Notice of Termination of contract.**

The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, Konam, Nagercoil side and three months’ notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.

**F. 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

**G. Rates:**

Rates must be fixed as per 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.

**H. 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.

**I. Jurisdiction:**

The courts at the station (Nagercoil) 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 SECURITY SERVICES

1. Name of the KV : Kendriya Vidyalaya, Nagercoil
2. Address/Location of the Building : Konam, Nagercoil, Tamilnadu, Chennai Region,  
Pin code – 629 004
3. Area of the Building : 2.00 Acres (Approx.)
4. Area of the campus : 8.66 Acres
5. No of days during the month for : All days (30 days to be calculated for the monthly bill  
for comparative statement purpose)

### SCOPE OF WORK

Providing round the clock security service

(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)

#### **I. Term and Condition to be executed between the Agency and Kendriya Vidyalaya for providing Security Services.**

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/ premises located at Nagercoil with effect from **(as per agreement)**.
2. 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.
3. 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.
4. That the agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. The security staff employed will be responsible for locking and opening of all class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the Vidyalaya. The security staff will also be responsible for checking of water taps if left open. Any property left outside by school staff in any class room or office left unlocked by school staff should be reported to the Principal immediately. The Principal/VMC will have the right to assign any other security/safety related duties to the security staff employed by the agency.
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 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.

**B. Requirements from staff of the Agency and their duties, behavior 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.

**C. General Conditions:**

1. **Agreement:** The agreement will be initially for one year and extendable for one more year 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 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.

**D. Notice of Termination of contract.**

The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, Konam, Nagercoil side and three months’ notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.

**E. 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

**F. Rates:**

Rates must be fixed as per 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.

**G. 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.

**H. Jurisdiction:**

The courts at the station (Nagercoil) 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 THE VIDYALAYA**

- |    |                                  |   |   |
|----|----------------------------------|---|---|
| 1. | Name of the KV                   | : | Kendriya Vidyalaya, Nagercoil   |
| 2. | Address/Location of the Building | : | Konam, Nagercoil, Tamilnadu,<br>Chennai Region, Pin code – 629 004  |
| 3. | Area of the Building             | : | 2.00 Acres (Approx.)  |
| 4. | Area of the campus               | : | 8.66 Acres  |
| 5. | No of days during the month for  | : | All days except Sundays unless otherwise<br>required on written requisition. Additional<br>charges for on holiday(s) whenever required<br>will be payable (25 days to be calculated for the<br>monthly bill for comparative statement purpose). |

**SCOPE OF WORK**

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

(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)

**J. Daily Work (from 07:30 AM to 12:30 PM and 01:30 PM to 04:30 PM or as may be decided by the Vidyalaya)**

1. That the agency shall provide Gardening arrangements for entire Kendriya Vidyalaya campus located at Nagercoil with effect from **(as per agreement)**.
2. a) The contractor is to employ adequate number of trained gardeners for providing gardening services in the entire Vidyalaya campus – entrance area & potted plants, lawn, staff quarters area.  
b) The Gardener / Housekeeping employees should be deployed for all days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for cleaning/sweeping, etc on holiday(s) whenever required will be paid on pro-rata basis.  
c) Developing Lawns & Gardens of the Vidyalaya by cutting of bushes, cleaning of weeds & hedges, putting annual and seasonal flower plants and ornamental plants, watering, cutting and pruning of plants.  
d) Maintaining of the lawns and gardens by watering, cutting, pruning & weeding, putting new annual and seasonal flower plants and ornamental plants, and putting pesticides and manure, ant termite treatment with termiticides etc., as the sole responsibility of the agency.  
e) All sorts of tools and implements and other materials needed for the maintenance of the lawns and gardens will be provided by the Vidyalaya.  
f) Wild growth of grass, bushes and trees in the lawn, sports ground, staff quarters and entrance area is to be cut regularly and disposed off away at a place acceptable to Municipal committee.  
g) All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted /replaced.



- h) All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.
- 3. That the agency would engage, employ and provide the requisite number of trained gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
- 4. 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.
- 5. That the tenure of the service provide complete continuous gardening measures throughout the year to the Vidyalaya.
- 6. 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.
- 7. 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.

**B. Requirements from staff of the Agency and their duties, behavior 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.

**C. General Conditions:**

1. **Agreement:** The agreement will be initially for one year and extendable for one more year 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 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.

**D. Notice of Termination of contract.**

The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, Konam, Nagercoil side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.

**E. 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.

**F. Rates:**

Rates must be fixed as per 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.

**G. 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.

**H. Jurisdiction:**

The courts at the station (Nagercoil) 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 – IV**  
**TERMS AND CONDITION FOR PROVIDING SERVICES OF SUB STAFF**  
**IN THE VIDYALAYA**

1. Name of the KV : Kendriya Vidyalaya, Nagercoil  
2. Address/Location of the Building : Konam, Nagercoil, Tamilnadu, Chennai Region,  
Pin code – 629 004  
3. No. of days during the month : All days except Sundays and Gazetted holidays (25  
days to be calculated for the monthly bill for  
comparative statement purpose)

**SCOPE OF WORK**

Maintenance of the office, Circulating circulars, inward and outward of letters, going to post office, submitting letters to other offices, official works related to KV, going to Chairman office for signature and all other works related to the Vidyalaya.

(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)

**K. Daily Work (from 07:30 AM to 12:30 PM and 01:30 PM to 04:30 PM or as may be decided by the Vidyalaya)**

1. That the agency shall provide sub staff arrangements for Kendriya Vidyalaya, premises located at Nagercoil with effect from **(as per agreement)**.
2. That the agency would engage, employ and provide the requisite number of trained sub staff for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking maintenance of office and related works mentioned above is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the tenure of the service provider is complete and continuous maintenance of office and related work throughout the year to the Vidyalaya.
5. 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.
6. 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.

**B. Requirements from staff of the Agency and their duties, behavior 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.

**C. General Conditions:**

1. **Agreement:** The agreement will be initially for one year and extendable for one more year 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 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.

**D. Notice of Termination of contract.**

The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, Konam, Nagercoil side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.

**E. 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

**F. Rates:**

Rates must be fixed as per 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.

**G. 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.

**L. Jurisdiction:**

The courts at the station (Nagercoil) 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

## TECHNICAL BID QUALIFICATION CRITERIA

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

- A. The Office of the Applicant/ Service Provider should be located within Tamil Nadu. (Proof of address to be provided)
- B. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **certificate of registration of firm** should also be enclosed along with the tender.
- C. The Agency must have a minimum of three years' experience in providing Conservancy/House Keeping Services to Central Government Departments/Autonomous Body/ State Govt/ Public Sector Companies/Banks. Proof of at least one contract relating to services to Central Government/State Governments/ Autonomous Body/ PSUs/Bank in last three years along with attested copies of the work order should be enclosed.
- D. The Agency should have its own Bank Account. Certified copy of the Balance Sheet maintained for 2015-16, 2016-17 and 2017-18 issued by the Bank, shall be enclosed.
- E. The Applicant's agency (not individual) should be registered with **Service Tax department**. Certified copy of the registration shall be attached with the Bid document.
- F. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.
- G. If it is found that the information/ certificates furnished by the participating firm is incorrect / wrong or bogus, the firm shall be deemed blacklisted and its bids will be ignored and Bid Security/ Performance Security will be forfeited.
- H. If there is tie in the L1 Vendor the evaluation will be done on the basis of technical bid qualification criteria.
- I. The evaluation of technical bid will be done by the committee. The decision of the committee will be final and binding on all the bidders.

### **EVALUATION OF BID :**

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

- ❖ Registration Certificate of the firm.
- ❖ 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 from the government bodies etc.,
- ❖ Audited Balance Sheet & Profit and Loss Account of the last three years from 2015-16 to 2017-18.
- ❖ Tax audit report of the last three years from 2015-16 to 2017-18.
- ❖ List of clientele during last 3 years along with cost of assignment.

- ❖ Self attested copy PAN/TAN No. and IT clearance certificate last three years from 2015-16 to 2017-18.
- ❖ Self attested copy of proof of EPF registration along with attested copies of challans for EPF payment for the year 2015-16 to 2017-18.
- ❖ Self attested copy of proof of ESI registration & remittance to the department for year 2015-16 to 2017-18.
- ❖ Self attested copy of proof of Service Tax/GST Registration.
- ❖ Self attested copy of Valid Labour License.
- ❖ Self attested copy of Valid Trade License.
- ❖ Earnest Money Deposit as applicable Rs.30,000/- in a form of DD
- ❖ Attested copy of License / Renewal of License from home department.
- ❖ Declaration on Non-Judicial Stamp Paper that all information given in tender is authentic and absolutely true. (As given below).

XXX

<b>PERFORMA FOR TECHNICAL BID - CONSERVANCY / SECURITY / GARDENING / SUB STAFF</b>		
1	<b>Name of Agency</b>	
2	<b>Nature of the concern: (i.e. Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector Organization)</b>	
3	<b>Full Address of Registered Office</b> Telephone No. FAX No. E-Mail Address	
4	<b>Full address of Operating/ Branch Office in Nagercoil</b> Telephone No. FAX No. E-Mail Address	
5	<b>Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years 2015-16 to 2017-18)</b> Telephone Number of Banker	
6	<b>Registration No. / License No. of the Agency (attach attested copy of the Registration)</b>	
7	<b>Service Tax Registration No. (attach attested copy of the Registration)</b>	
8	<b>PAN No. of the Agency ( attach copy of card)</b>	
9	<b>Details of major contracts handled in last 03 (three years) with government bodies.</b>	Attach as per format- Appendix - I
10	<b>Self- certificate for non-blacklisting and declaration</b>	Attach as per format- Appendix - II & III
11	<b>Total No.s of employees in the Agency</b>	
12	<b>Annual Turnover 2015-16</b> 2016-17 2017-18	<b>Rs.</b> <b>Rs.</b> <b>Rs.</b>
13	<b>Total Number of Working Experience in Years</b>	_____
14	<b>Tax Audit Report 2015-16</b> 2016-17 2017-18	_____ _____ _____
15	<b>Earnest Money of 30,000/- in favour of “Vidyalaya Vikas Nidhi A/c, Kendriya Vidyalaya Nagercoil” payable at Nagercoil is to be enclosed.</b>	DD/ Pay Order No..... date..... Name of Bank & Branch..... .....
16	<b>Acceptance of Terms &amp; Conditions of tender documents.</b>	Undertaking for general terms and conditions including penalty clause and Annexure - I to IV for individual services

Signature of authorized person.....

Date:.....

Place:.....

Name:.....

Seal:.....



<b>PERFORMA FOR FINANCIAL BID – CONSERVANCY</b>			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, KONAM, NAGERCOIL 629 004	
2	Area / Blocks	Area of KV : 8.66 Acres Office Block, Primary Block, Temporary Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with two gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	All days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for housekeeping services etc on Sunday/holiday(s), whenever required, will be paid on pro-rata basis. (25 days to be calculated for the monthly bill for comparative statement purpose)	
4	No. of Conservancy staff / Housekeeping required in the Vidyalaya	<b>6 (Six).</b>	
Sl. No.	Details	Amount ( in Rupees) per Month (25 days)	
		Housekeeping Per labour	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per housekeeping staff as per notification from the Office of the Labour Commission of <b>Government of India</b> per Safaiwala ( 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)	Not applicable	Not applicable
5	OTA charges including calculation		
II. NEGOTIABLE			
1	Service charges inclusive of Uniforms/Bonus per labourer. If the agency quotes single digit or less than 2% on wages the overall quoted price of the quotation value will become less than Minimum Wages after deducting 2% TDS on their quoted tender value. If a firm quotes less than 2% of the service charges will not be considered as valid quotation.		
III. TOTAL MONTHLY CHARGES PER LABOURER ( I + II)			
IV. TOTAL MONTHLY CHARGES FOR SIX LABOURERS PER MONTH			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

**Annexure - B**

<b>PERFORMA FOR FINANCIAL BID – SECURITY</b>			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, KONAM, NAGERCOIL 629 004	
2	Area / Blocks	Area of KV : 8.66 Acres Office Block, Primary Block, Temporary Rooms, Staff quarters, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with two gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	24 Hours security services on shift basis on all days. (30 days will be calculated as monthly bill for comparative statement purpose)	
4	No. of Securities required in the Vidyalaya	<b>03 (Three) 8 hours duty each.</b>	
Sl. No.	Details	Amount ( in Rupees) per Month (30 days)	
		Securities ( Per person)	
<b>I. FIXED (NOT NEGOTIABLE)</b>		<b>In figure</b>	<b>In Words</b>
1	Min. Wages per security 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)	Not applicable	Not Applicable
5	OTA charges including calculation		
<b>II. NEGOTIABLE</b>			
1	Service charges inclusive of Uniforms/Bonus etc per security. If the agency quotes single digit or less than 2% on wages the over all quoted price of the quotation value will become less than Minimum Wages after deducting 2% TDS on their quoted tender value. If a firm quotes less than 2% of the service charges will not be considered as valid quotation.		
<b>III. TOTAL MONTHLY CHARGES FOR EACH SECURITY ( I + II)</b>			
<b>IV. TOTAL MONTHLY CHARGES FOR 03 (Three) SECURITIES</b>			

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

<b>PERFORMA FOR FINANCIAL BID – GARDENING</b>			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, KONAM, NAGERCOIL 629 004	
2	Area / Blocks	Area of KV : 8.66 Acres Office Block, Primary Block, Staff quarters garden area in each block. The Area/ compound is surrounded by a boundary wall with two gates. (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	All days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition. Additional charges for gardening services etc on Sunday/holiday(s), whenever required, will be paid on pro-rata basis (25 days to be calculated for the monthly bill for comparative statement purpose).	
4	No. of Gardeners required in the Vidyalaya	<b>02 (Two)</b>	
Sl. No.	Details	Amount ( in Rupees) per Month (25 days)	
		Gardening	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per gardener as per notification from the Office of the Labour Commission of <b>Government of India</b> per Gardener ( 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)	Not applicable	Not applicable
5	OTA charges including calculation		
II. NEGOTIABLE			
1	Service charges inclusive of Uniforms/Bonus per gardener. If the agency quotes single digit or less than 2% on wages the over all quoted price of the quotation value will become less than Minimum Wages after deducting 2% TDS on their quoted tender value. If a firm quotes less than 2% of the service charges will not be considered as valid quotation.		
III. TOTAL MONTHLY CHARGES PER GARDENER ( I + II)			
IV. TOTAL MONTHLY CHARGES FOR 04 (FOUR) GARDENERS			

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

<b>PERFORMA FOR FINANCIAL BID – SUB STAFF</b>			
1	Name of the Building / Area with address	KENDRIYA VIDYALAYA, KONAM, NAGERCOIL 629 004	
2	Area / Blocks	Area of KV : 8.66 Acres  Maintenance of the office, Circulating circulars, inward and outward of letters, going to post office, submitting letters to other offices, official works related to KV, going to Chairman office for signature and all other works related to the Vidyalaya.	
3	No. of days during the month for which service is required.	All days of the month except Sunday and Gazetted Holidays (25 days to be calculated for the monthly bill for comparative statement purpose)	
4	No. of labourers required in the Vidyalaya	<b>02 (Two).</b>	
Sl. No.	Details	Amount ( in Rupees) per Month (25 days)	
		Sub staff Per labour	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per housekeeping staff as per notification from the Office of the Labour Commission of <b>Government of India</b> per Safaiwala ( 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)	Not applicable	Not applicable
5	OTA charges including calculation		
II. NEGOTIABLE			
1	Service charges inclusive of Uniforms/Bonus per labourer. If the agency quotes single digit or less than 2% on wages the over all quoted price of the quotation value will become less than Minimum Wages after deducting 2% TDS on their quoted tender value. If a firm quotes less than 2% of the service charges will not be considered as valid quotation.		
III. TOTAL MONTHLY CHARGES PER LABOURER ( I + II)			
IV. TOTAL MONTHLY CHARGES FOR TWO LABOURERS PER MONTH			

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, Konam, Nagercoil for providing service of Security Services, Conservancy services, Gardening and Sub staff.
2. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma is placed.
3. Proof of address of the Agency is placed.
4. Banker's Certificate has been placed.
5. Attested copy of Registration of Agency / license from home department is placed.
6. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed.
7. Attested copy of Registration with Service Tax is placed.
8. Attested copy of PAN No. is placed.
9. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith along with necessary enclosures.
10. Appendix I to III, as prescribed, are duly filled in and are enclosed herewith along with necessary enclosures.
11. Demand Draft Rs.30,000/- (Rupees Thirty thousand only) for Conservancy, Security services, Gardening and Sub staff in favour of 'Vidyalaya Vikas Nidhi A/c, Kendriya Vidyalaya Nagercoil' 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>DETAILS OF CONTRACTS FOR PAST THREE YEARS</b>
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DETAILS OF MAJOR CONTRACTS WITH CENTRAL GOVERNMENT/AUTONOMOUS BODY/ STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING AGENCY FOR PROVIDING **CONSERVANCY/ HOUSE KEEPING 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//

**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 .....



## MODEL AGREEMENT

### MODEL AGREEMENT FOR SERVICE CONTRACT (IT WILL BE CHANGED AS PER REQUIREMENT)

#### 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, Konam, Nagercoil (herein after called KV Nagercoil 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.

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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 Nagercoil [on/in/for] [name the area of service contract].

1.2.2 WEHREAS KV Nagercoil at its premises located in Konam, Nagercoil (hereinafter called the INDENTING OFFICE) is seeking service on contract for Conservancy, Security and Gardening [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

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

### **1.3 SCOPE OF THE AGREEMENT**

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

### **1.4 FINANCIAL ARRANGEMENTS**

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the KV Nagercoil 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 \_\_\_\_\_

### **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 served, 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 INDENDING OFFICE**

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

## **1.8 COMPLETION**

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

## **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 NOTICE**

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

**2.4 AMMENDMENTS OF THE AGREEMET**

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

**2.5 ASSIGNMENT OF THE AGREEMENT**

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

**2.6 DISPUTE SETTLEMENT**

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

**SEAL OF THE PARTIES**

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

**Parties**

For and on behalf of KVS INDENTING OFFICE

Signature .....

Name .....

Designation .....

Seal .....

**Parties**

For and on behalf of Contracting Agency

Signature.....

Name.....

Designation.....

Seal.....

Witness (Name and Address)

1.

2.

Witness (Name and Address)

1.

2.