



केंद्रीय विद्यालयइस्पात संयंत्र, सेक्टर -१, उक्कुनगरम,
KENDRIYA VIDYALAYA, STEEL PLANT

Sector – I, UkkuNagaram

विशाखापट्टनम (आ.प्र.) – ५३००३२

VISAKHAPATNAM (A.P) – 530 032

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फा.नं./के.वि.वि.एस.पि./2020-21/1540/

दिनांक / Date: 10/06/2020

निविदा सूचना

पंजीकृत संस्थाओं से निम्नलिखित सेवाओं के लिए सीलबंद निविदा आमंत्रित की जाती है।

1. वाच एंड वार्ड (निहत्था)
2. सफ़ाई कर्मचारी
3. बागबानी
4. सब –स्टाफ़

रू 500/- के डी. डी. ऑनलाइन भुगतान / (के. वि. स्टील प्लांट वी. वी. एन. एकाउंट नं , 606402010007291 यू. बी. आई. दुव्वाडा शाखा) पर निविदा फॉर्म विद्यालय कार्यालय से सुबह 10 :00 बजे से दोपहर 01 :00 बजे तक **10.06.2020** से **30.06.2020** के बीच सभी कार्य दिवसों में प्राप्त किए सकते हैं या विद्यालय के वेबसाइट www.steelplant.kvs.ac.in से भी डाउनलोड किए जा सकते हैं। डाउनलोड करने पर रू 500/- की रकम डी. डी. के रूप में निविदा पात्र के साथ जमा करनी है। पंजीकरण की अंतिम तिथि **30. 06. 2020** दोपहर **01:00** बजे तक है। निविदा खोलने की तिथि **01 07. 2020** सुबह **11 :00** बजे है।

TENDER NOTIFICATION

Sealed and separate tenders are invited for awarding contract for out-sourcing the following services from the registered contractors / suppliers in the prescribed format on terms and conditions mentioned in the tender form for :

1. Round the clock- Watch and Ward (without arms)
2. House-keeping staff (sweeping & cleaning)
3. Gardeners
4. Sub-staff

Tender form / documents can be obtained from the Vidyalaya Office on all working days from **10.06.2020 to 30.06.2020** between 10:00AM to 01: 00 PM against non-refundable payment of Rs.500/- per form through DD/online payment. (KV Steel Plant VVN Account : 606402010007291, UBI Duvvada Branch). Tender form can also be downloaded from vidyalaya website www.steelplant.kvs.ac.in . In that case a DD worth Rs.500/- should also be attached along with tender form towards the cost of tender document. Last date for submission of tender is **30.06.2020** upto 01:00 PM. Date of opening tender is **01.07.2020** at 11:00AM. For further details contact: 0891-2518557.

Sd/-
PRINCIPAL

TENDER NOTIFICATION

FOR PROVIDING MAN POWER FOR HOUSE KEEPING SERVICES (EXCLUDING MATERIAL),
WATCH & WARD (WITHOUT ARMS) / GARDNER/SUB-STAFF THROUGH SERVICE
CONTRACT FOR KENDRIYA VIDYALAYA, STEEL PLANT, VISAKHAPATNAM.

DATE & TIME OF ISSUE OF TENDER DOCUMENT	10.06.2020 to 30.06.2020 Between 10.00 am and 1.00 pm
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	30.06.2020 latest by 01.00 pm
DATE & TIME FOR OPENING OF TENDER DOCUMENT - TECHNICAL/FINANCIAL BID	01.07.2020 at 11:00 am

1. The Kendriya Vidyalaya Steel Plant, Visakhapatnam is an Autonomous Organisation under Ministry of Human Resource Development Govt. of India funded by the Govt.

2. Sealed competitive Bids are invited by the Principal Kendriya Vidyalaya Steel Plant, Visakhapatnam from the reputed/registered service providing Firm for providing Housekeeping (excluding material) Watch & ward (Without arms) /Gardner/ Sub-staff through service contract initially for a period of one year w.e.f. 01.08.2020 or w.e.f the date of effectiveness of the agreement, unless extended by another one year on mutual agreement.

3. **(A) Area of the Building :** School building having approximately 50 rooms and 12 toilet blocks auditorium, corridors , stairs and open areas as well as enclosed surrounding areas on the ground floor . Parties are advised to see the location.

(B) Man power required: The following Man power (for six days in a week from Monday to Saturday during the whole month in case of house-keeping, gardener and sub-staff / all 7 days in a week in case of Watch & ward) be deployed in such a way that the workers may be available as per the time schedule.

Sr. No.	Category of Man Power	Minimum Qualification	Number of Man power required	Duration of work
1	Housekeeping	Primary standard	04	8.00.am to 4.00.pm
2	Gardner	Primary standard	02	8.00 am to 4.00.pm
3	Watch & ward (Un-armed)	Primary standard	03	Round the clock service on shift basis
4	Sub-staff	Primary standard	01	8.30 am to 4.30 pm

SALE & SUBMISSION OF TENDER DOCUMENT

SALE OF FORM:

- a. Forms can be obtained from the Vidyalaya office as per dates and timings mentioned above on payment of Rs.500/- (non-refundable) through DD/online payment. (KV Steel Plant VVN Account : 606402010007291, UBI Duvvada Branch). Tender form can also be downloaded from vidyalaya website www.steelplant.kvs.ac.in . In that case a DD worth Rs.500/- should also be attached along with tender form towards the cost of tender document. Last date for submission of tender document: 30.06.2020, latest by 01.00 pm.

- b. The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in sealed envelopes super scribing “**TECHNICAL / FINANCIAL BID FOR PROVIDING SERVICES**”. Sealed envelope duly super scribing “**TENDER FOR PROVIDING MAN POWER SERVICE (HOUSE KEEPING) / WATCH & WARD / GARDENER / SUB-STAFF.**” to The Principal, Kendriya Vidyalaya, Steel Plant, Visakhapatnam.
- c. All the three independent covers (Envelop I, II and III) should be placed in one Big cover and sealed with the superscription Tender for providing Manpower service (Housekeeping/ Watch & ward/ Gardners/ Sub-staff) should reach the Kendriya Vidyalaya Steel Plant, Visakhapatnam on or before 30.06.2020 latest by 01.00 pm.
- d. The tender has to be dropped in the Vidyalaya Office /Registered/Speed post/Courier on or before 30.06.2020 latest by 01.00 pm.
- e. Right is reserved to ignore any tender which fails to comply with the above instructions.
- f. The tender not submitted in the prescribed format or incomplete in detail is liable for rejection. The Vidyalaya Authorities will not be responsible for non-receipt of quotation within the specified date and time due to any reason including holidays or delays.
- g. Two bids i.e. Technical Bid and Financial Bid should be identical in all respect except that the Technical Bid should have blank space at the places where prices have been stated in the Financial Bid.
- h. Soft copy of Technical Bid document should also be submitted in the technical bid cover (envelop II).
- i. Soft copy of Financial Bid document should also be submitted in the Financial Bid cover (envelop III). The tender (Technical Bid & Financial Bid) duly completed in all respect may be sent through speed post or Regd. Post or by Hand to the Vidyalaya on 30.06.2020 latest by 01.00 pm.

CONTENTS OF TENDER DOCUMENT

SL. NO.	DESCRIPTION OF CONTENTS
01	Tender Notice
02	Scope of work and general instruction for tenderer
03	Terms & Conditions
04	Penalty Clause
05	Technical Bid qualification criteria
06	Proforma for Technical Bid
07	Details of contracts for past three years
08	Proforma for Financial Bid
09.	Model Agreement

DR. K AMARNATH
PRINCIPAL

SCOPE OF WORK AND GENERAL INSTRUCTION FOR TENDERER FOR PROVIDING HOUSEKEEPING SERVICES

1. Name of KV : Kendriya Vidyalaya Steel Plant Visakhapatnam.
2. Address / Location of Building: Kendriya Vidyalaya, Sector-1, Ukkunagaram, Visakhapatnam District, (A.P) 530 032.
3. Total Area: 15.00 Acres approx. (Office Block, Primary Block, Secondary Block , Play Ground, Children park, Cycle /Scooter/ Car Stands, Garden and open space near buildings/rooms) The Area/compound is surrounded by a fencing with one gate. (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)

01. CONSERVANCY (HOUSEKEEPING): SCOPE OF WORK: In general, the scope of work involves sweeping of entire of the school building and surroundings of the building and collection of all waste material and disposal of the same as per instructions of the Principal. The contractor is required to provide sufficient safaiwalas as per requirement mentioned in detailed tender notification. The safaiwalas are to be available at the Vidyalaya as per the followings timing for work or as may be decided by the Vidyalaya: On working days : 08:00 am to 4:00 pm

I) DAILY WORK:

The Contractor will be responsible for the following jobs daily through his employees:-

- a. Cleaning of the floor area of all class rooms, corridors, offices & stair case, varandah etc. with wet floor dusters, detergent, disinfectants etc., once in the morning before opening of the Kendriya Vidyalaya and thereafter after every two hours especially in the areas like corridors, stairs reception etc.
- b. Spraying of hygiene chemicals /disinfectants in the rooms for keeping the rooms free from mosquitoes, flies, termites, pests, rats etc.
- c. Cleaning and washing of toilets and urinals using acids, phenyl, detergents and disinfectants once in the morning and again in the afternoon and after school hours or as may be specified by the Principal & committee formed for this purpose.
- d. Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals.
- e. 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.
- f. Cleaning of durries, carpets, curtains, venation blend, Library racks, and other stores and material of Vidyalaya.
- g. Sweeping and cleaning of open areas, roads, passages, prayer ground, lawns etc. within the boundary of the Kendriya Vidyalaya. The garbage and foliage so collected is to be disposed off away from the Vidyalaya at specific places earmarked by GVMC.

- h. In case of shortage of water or non-availability of water the contractor will be responsible for bringing water from outside for cleaning, at his own expenditure. Vidyalaya will not be responsible for providing water to the contractor in case of shortage.
- i. Regular cleaning of taps, bottle traps, gully traps, blocked commodes, urinals, drains etc. All blockages are to be attended to immediately and cleared within 24 hours of notice of complaint.
- j. Immediate attendance to leakage in GI, or CI pipes and repair/rectification within 24 hours.
- k. The differently abled (PH) children must be attended to by the house-keeping staff as and when required.

II) WEEKLY WORK: The contractor will be responsible for the getting the following jobs done through his employees once a week:-

- (a) Washing and scrubbing of floor areas with detergents and dirt removing agents.
- (b) Acid cleaning of sanitary wares, without damaging their shines.
- (c) Removing stains from floor, doors and partitions by using surf or any suitable detergent without leaving any undesirable post cleaning marks.
- (d) Cleaning of filled surfaces in the corridors and staircases by removing/shifting furniture, notice boards etc.
- (e) Polishing of brass name plates and number plates and cleaning of all other name plates/boards.
- (f) Dusting and cleaning of fans, electrical fittings, window panes etc with glass cleaning chemical agents and cleaning of partitions/paneling etc.
- (g) Removal of cobwebs in all rooms and other spaces of the school.

III) QUARTERLY WORK: The contractor will be responsible for getting the following jobs done once in 03 months or earlier if required on instruction of Principal or monitoring committee:-

- a. Cleaning of overhead water tanks (RCC tanks, sintex tanks), all water coolers and any other water storage reservoir.
- b. After cleaning such water storage tanks, date of cleaning is to be painted with paint on each tank.

IV) Room Facility: The Kendriya Vidyalaya shall provide a small room/space for the staff/ supervisor to keep their daily use things free of cost during the period of contract. No name plate of the contractor shall be allowed in the room and nobody will be allowed to stay in it after school hours.

02. GARDENER'S SERVICES: A primary standard trained gardener to take care of the school gardens and school campus. The gardener should water the plantation, develop garden as per the Principal's instructions, maintain the gardens regularly, clean, trim, remove unwanted grass/weed/bushes, should sweep the open area also. The gardens and plants should be well maintained.

At times when work is taken for a period less than a week because of closure of the school etc., rates would be calculated on pro rata basis and payment made accordingly. The area of the campus and other conditions are as applicable as to the other workers of House Keeping Services.

03. WATCH & WARD SERVICES (UNARMED):

- i) Round the clock service on shift basis to take care of the safety and security of the school campus including all the buildings, property. They should be able to speak in Hindi also.
- ii) The contracting agency will deploy ex-service men who are below the age of 50 years as well as they will be physically fit and mentally alert.
- iii) The contracting agency will also ensure that their security guard / man power are free from Covid 19, AIDS, SARS or any other infectious diseases before deployment for work.

04) SUB-STAFF : To carry out office work as assigned by the Principal everyday.

05) The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in sealed envelopes super scribing "TECHNICAL/ FINANCIAL BID FOR PROVIDING WATCH & WARD SERVICES / HOUSE KEEPING/ GARDENING SERVICES/ SUB-STAFF" to Kendriya Vidyalaya, Steel Plant, Visakhapatnam. TECHNICAL BID of the service providers must necessarily be accompanied with Earnest Money of 25,000/- (Rupees Twenty thousand only), refundable (without interest), in the form of Demand Draft / Pay Order drawn in favour of 'Principal, Kendriya Vidyalaya, Steel Plant, Visakhapatnam' only for un-registered firms at KV. Steel Plant, Visakhapatnam , failing which the tender shall be rejected summarily. ,

06) THE RATES of contract awarded would be subject to review on revision of rates of service Tax after the award of the contract. If there is any revision in the Service Tax, the rate of contract will stand revised by one fourth (1/4th) of the per cent revision in Service Tax rates. The revision will take effect from the first day of the following month of the month in which revision takes place. For illustration, if the rate of Service Tax is increased / decreased by 10% on 1st January, the rates of contract will stand increased / decreased by 2.5% with effect from 1st February.

07) THE SUCCESSFUL TENDERER will have to deposit Performance Security Deposit (SD) of ` 10% of the contract value in the form of an Account payee Demand Draft. The performance security should remain valid for a period of **90 (Ninety) days** beyond the date of cessation of the contract for initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.

08) CONDITIONAL BIDS shall not be considered and will be out rightly rejected.

09) 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.

10) 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, Steel Plant, Visakhapatnam.

11) 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.

12) THE TECHNICAL & FINANCIAL BID shall be opened on the scheduled date and time (At 11:00 hrs on 01.07.2020), 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.

13) THE TECHNICAL BID if not qualified will be summarily rejected.

14) **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.

15) **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.

16) **IF AFTER AWARD OF THE CONTRACT**, the successful bidder (L1) fails to provide required number of Watch & ward staff / Gardner/ House-keeping staff / 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.

17) **THE LOWEST (L1) BIDDER** will be decided on the basis of weighted sum as defined in the Financial Bid form.

TERMS & CONDITIONS :

1. The contract 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, Steel Plant, Visakhapatnam, but not more than one year after review of performance.

2. The contract can be short closed on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, Steel Plant, Visakhapatnam. 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, Steel Plant, Visakhapatnam.

3. By virtue of this agreement, no relationship will be created between the Safaiwalas / Workers and Kendriya Vidyalaya, Steel Plant, Visakhapatnam / KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its Safaiwalas Workers meeting all statutory obligations and no complaints by any of its Safaiwalas/ Workers in this regard will be entertained by the Kendriya Vidyalaya, Steel Plant, Visakhapatnam / KVS.

4. The agreement can be terminated earlier by giving two month's written notice on Kendriya Vidyalaya, Steel Plant, Visakhapatnam, 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.

5. The labourers should be physically and mentally fit. The Safaiwalas/ Workers should be neatly dressed up with proper uniform and shoes.

6. The Contractor shall get the Safaiwalas/ Workers screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya before deploying them in the Vidyalaya. The same is to be carried out quarterly and such certificate to be provided to the vidyalaya. Only physically fit Safaiwalas/ Workers shall be deployed for duty by the Service Provider.

7. The Safaiwalas/ Workers should be well versed with local languages.

8. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by it's Safaiwalas / Workers.

9. The Firm/Agency shall ensure that the wages to SAFAIWALAS/ WORKERS will be paid by the Firm/Agency in accordance with the **MINIMUM WAGES ACT** in force as per **CENTRAL GOVERNMENT LABOUR ACT (GOVT. OF INDIA)** and other mandatory rules as in force.

10. The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on / Safaiwalas/ Workers employed by it and deployed in Kendriya Vidyalaya, Steel Plant, Visakhapatnam.

11. Verification of **CHARACTER AND ANTECEDENTS** of Safaiwalas/ Workers 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 Safaiwalas/ Workers 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 Safaiwalas/ Workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.

12. The Vidyalaya shall not provide any accommodation or living facilities to the SAFAIWALAS/WORKERS.

13. The Safaiwalas/ Workers 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.

14. Losses caused to the Vidyalaya due to negligence on the part of Safaiwalas /Workers will be recovered from the Agency/Contractor.

15. The Safaiwalas /Workers provided by the Service Provider should be well mannered, courteous and polite. The Safaiwalas/Workers should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya.

16. During the period of leave of any of the Safaiwalas/Workers, the Service Provider shall deploy another Safaiwalas/Workers with prior intimation to the Vidyalaya.

17. The Service Provider shall be responsible for complying with obligations under Service Tax, Income tax, ESI, EPF, 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.

18. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.

19. The quoted rates will be all inclusive of all charges,, and no other charges will be paid extra. Service Tax, not applicable to government educational institution, the same will not be paid extra by the Vidyalaya to the concerned Agency/ Service Provider on production of receipt by the Agency/ Service Provider.

20. 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 Steel Plant, Visakhapatnam. The Service Provider/ Supervisor shall report to the Vidyalaya as and when he is required by the Vidyalaya authority in connection with the Contract.

21. The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory. The attendance record, acquaintance, etc shall be required for processing of the payment. 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. All payments shall be made by cheque or online only.

22. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery

of penalties, if any.

23. 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 if felt undesirable.

24. 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.

25. In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, Steel Plant, Visakhapatnam. 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 in the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at Amaravathi, Andhra Pradesh.

26. CONDITIONS REGARDING PAYMENT

- a) The remuneration of the staff employed shall be disbursed through cheque / Bank account.
- b) The Agency will ensure payment by the 5th of every succeeding month to their employees deployed to the Vidyalaya as per the monthly remuneration quoted.
- c) The Agency will submit the invoice/bill along with proof of disbursement after making payment to the employees deployed to the KV supported with the following documents.
 - (i) Details of disbursement made to the staff furnishing cheque details for each payment.
 - (ii) Proof of payment of statutory obligations such as EPF, ESI, Service tax, and any other applicable tax.
- d) Payment to the contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.
- e) The contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Vidyalaya Office valid for the period of contract.
- f) The Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter /Client.
- g) The Vidyalaya also reserves the right to request for the services of additional /extra manpower. The Agency will be compensated for the extra Man power provided as per the rate quoted.
- h) 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

$$A1 = \frac{\text{Total Monthly remuneration} \times \text{No. of days absence}}{\text{No of days in the month.}}$$

- i) The replacement of a candidate on account of absence /unsuitability for KVS shall be made within 24 hours and should be intimated to the Vidyalaya Authorities.
- j) The contracting agency will be required to sign a contract with the Vidyalaya as per the model contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the agreement.
- k) In case of any loss, theft/ sabotage caused by/attributionable to the personnel/deployed the KVS reserves the right to claim and recover damages from Contracting Agency. Art of the Model Agreement.
- l) The antecedents of all the workers will be got verified from the police by the contracting agency before deployment for work.
- m) The agency will also ensure that the workers /staff deployed are free from aids or any other

infectious disease before deployment for work.

PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner:

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 without deploying his/her replacement	500/-	1000/-	1500/-	For each violation.
05	Non compliance of any other terms & conditions	500/-	1000/-	1500/-	For each violation.

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 in Visakhapatnam (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 account maintained for 2018-19 & 2019-20 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. Those agencies not registered with Kendriya Vidyalaya Steel Plant, Visakhapatnam for the year 2020-21 should remit earnest money deposit of **Rs.25,000/-** for participating in the tender bid.

I. EVALUATION OF BID:

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 of the last three years.
- (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 along with attested copies of challans for EPF payment for the year 2019-20.
- (f) Attested copy of proof of ESI registration.
- (g) Attested copy of proof of Service Tax Registration.

PERFORMA FOR TECHNICAL BID - HOUS KEEPING / GARDENING / WATCH & WARD SERVICES / SUB-STAFF		
1	Name of Agency	
2	Nature of the concern: (i.e. Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector Organization)	
3	Full Address of Registered Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in _____. Telephone No. FAX No. E-Mail Address	
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years) Telephone Number of Banker	
6	Registration No. / License No. of the Agency (attach attested copy of the Registration)	
7	Service Tax Registration No. (attach attested copy of the Registration)	
8	PAN No. of the Agency (attach copy of card)	
9	Details of major contracts handled in last 03 (three years)	Attach as per format- Annexure-I
10	Self- certificate for non-blacklisting	Attach as per format- Annexure-II.
11	Total No.s of employees in the Agency	
12	Earnest Money of Rs.25,000/- (for one service) in favour of "Principal, Kendriya Vidyalaya Steel Plant, Visakhapatnam, VVN A/c," is to be enclosed.	DD/ Pay Order No..... date..... Name of Bank & Branch.....
13	Acceptance of Terms & Conditions of tender documents.	Attach as per format – Annexure- III

Signature of authorized person.....

Date:.....

Place:.....

Name:.....

Seal:.....

DECLARATION

1. I,Son/Daughter/Wife of Shri.....
.....Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I hereby undertake to work at **L1** rates as per the terms and conditions given in the tender documents.

Signature of authorized person.....

Date:.....

Name.....

Place:

Mobile /Telephone No.....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-I

DETAILS OF CONTRACTS FOR PAST THREE YEARS

DETAILS OF MAJOR CONTRACTS WITH CENTRAL GOVERNMENT/AUTONOMOUS BODY/ STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING AGENCY FOR PROVIDING **CONSERVANCY (HOUSE KEEPING) / WATCH & WARD / GARDENER / SUB-STAFF SERVICES** DURING THE LAST TWO 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 (Rs. 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//

ANNEXURE-II

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//

ANNEXURE-III

: ACCEPTANCE OF THE TENDERERS :

The Terms & Conditions enumerated in the document from **Sl. No.1 to 26** have been read by me/us and are acceptable to me/us.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

ANNEXURE-IV

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

PERFORMA FOR FINANCIAL BID – HOUSE KEEPING SERVICES			
1	Name of the Building	KENDRIYA VIDYALAYA, STEEL PLANT, SECTOR-1, UKKUNAGARAM, VISAKHAPATNAM 530 032.	
2	Area / Blocks	Area of KV : 15.00 Acres approx. Office Block, Primary Block, Secondary Rooms, Play Grounds, Children Park, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/compound is surrounded by a fencing with one gate. (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.	
4	No. of Safaiwalas /Housekeeping required in the Vidyalaya	04 (FOUR)	
Sl. No.	Details	Amount (in Rupees) per Month	
		Housekeeping Per labour	
	I. FIXED (NOT NEGOTIABLE)	In figure	In Words
1	Min. Wages per housekeeping staff as per latest notification from the Office of the Labour Commission of Government of India(Central Govt.) for 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 , not applicable		
	II. NEGOTIABLE		
1	Service charges compulsory inclusive of Uniforms/Bonus per labourer.		
	III. TOTAL MONTHLY CHARGES PER LABOURER (I+II)		

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

PERFORMA FOR FINANCIAL BID – WATCH & WARD (UN-ARMED) SERVICES			
1	Name of the Building	KENDRIYA VIDYALAYA, STEEL PLANT, SECTOR-1, UKKUNAGARAM, VISAKHAPATNAM 530 032.	
2	Area / Blocks	Area of KV : 15.00 Acres approx. Office Block, Primary Block, Secondary Rooms, Play Grounds, Children Park, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a fencing with one gate. (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.	
4	No. of watch & Ward staff (Un-armed) required in the Vidyalaya	03 (THREE)	
Sl. No.	Details	Amount (in Rupees) per Month	
		Watch & Ward Per labour	In figure
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per Watch & ward (un-armed) staff as per latest notification from the Office of the Labour Commission of Government of India(Central Govt.) for Watch & ward staff (Un-armed) (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 , not applicable		
II. NEGOTIABLE			
1	Service charges compulsory inclusive of Uniforms/Bonus per labourer.		
III. TOTAL MONTHLY CHARGES PER LABOURER (I+II)			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

PERFORMA FOR FINANCIAL BID – GARDENER SERVICES			
1	Name of the Building	KENDRIYA VIDYALAYA, STEEL PLANT, SECTOR-1, UKKUNAGARAM, VISAKHAPATNAM 530 032.	
2	Area / Blocks	Area of KV : 15.00 Acres approx. Office Block, Primary Block, Secondary Rooms, Play Grounds, Children Park, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/compound is surrounded by a fencing with one gate. (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.	
4	No. of Gardeners required in the Vidyalaya	02 (TWO)	
Sl. No.	Details	Amount (in Rupees) per Month	
		GARDENER Per labour	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per Gardener as per latest notification from the Office of the Labour Commission of Government of India(Central Govt.) for Gardeners (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 , not applicable		
II. NEGOTIABLE			
1	Service charges compulsory inclusive of Uniforms/Bonus per labourer.		
III. TOTAL MONTHLY CHARGES PER LABOURER (I+II)			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

PERFORMA FOR FINANCIAL BID – SUB-STAFF SERVICES			
1	Name of the Building	KENDRIYA VIDYALAYA, STEEL PLANT, SECTOR-1, UKKUNAGARAM, VISAKHAPATNAM 530 032.	
2	Area / Blocks	Area of KV : 15.00 Acres approx. Office Block, Primary Block, Secondary Rooms, Play Grounds, Children Park, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/compound is surrounded by a fencing with one gate. (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.	
4	No. of Sub-staff required in the Vidyalaya	01 (ONE)	
Sl. No.	Details	Amount (in Rupees) per Month	
		Sub-staff Per labour	
I. FIXED (NOT NEGOTIABLE)		In figure	In Words
1	Min. Wages per housekeeping staff as per latest notification from the Office of the Labour Commission of Government of India(Central Govt.) for 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 , not applicable		
II. NEGOTIABLE			
1	Service charges compulsory inclusive of Uniforms/Bonus per labourer.		
III. TOTAL MONTHLY CHARGES PER LABOURER (I+II)			

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

ANNEXURE III-B (Central Govt. Rate)

**FINANCIAL BID FOR HOUSE KEEPING/ WATCH & WARD (UN-ARMED)/GARDENER/ SUB-STAFF
(For providing services to KV Steel Plant, Visakhapatnam)**

Sr . No	Category of Man power service	Unit Monthly wages	EPF Rate as per Rule	ESI Rate as per Rule	Service charges /Charges of Uniform/ Bonus including OH Profit	Total Monthly Unit Rate	OT Charges Per Hour
1	Housekeeping						
2	Gardener						
3	Watch & ward (Un-armed)						
4	Sub-staff						

- Note:** 1. Open bearer cheque will not be accepted. If enclosed it will be treated as Bid without EMD
2. If rates quoted below the statutory provisions (MWA, EPF/ESI rates), quotation will be rejected.

Signature of the Bidder:
With name and Seal of the Firm

Date:

Place:

MODEL AGREEMENT

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1) THE AGREEMENT

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

[NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

1. In the format two types of brackets have been used. These are;

- | | | | |
|-----|--------------------------|---|--|
| (i) | Square Bracket [] | : | these brackets indicate the following; |
| (a) | [xxxxxxxx] | : | 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. Steel Plant, Visakhapatnam, [on/in/for] [name the area of service contract].

1.2.2) WEHREAS KV Steel Plant, Visakhapatnam, at its premises located in Sector-1, Ukkunagaram, Visakhapatnam, Andhra Pradesh (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

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

In consideration of the work to be carried out by the CONTRACTING AGENCY the KV, Steel Plant, Visakhapatnam, 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/identify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

1.5.4) For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per para 2 of the tender document.

1.6) RESPONSIBILITIES OF CONTRACTING AGENCY

1.6.1) CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower excluding material in the premises of the

1.6.2) INDENTING OFFICE.

1.6.3) 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.

1.6.4) 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.

1.6.5) 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.

1.6.6) 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.

1.6.7) 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].

1.6.8) 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

1.7.1) 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

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

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

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-majere conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

2.2) EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT

2.2.1) The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.

2.2.2) The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.

2.2.3) During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [months] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

2.2.4) In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

2.2.5) In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

2.3) NOTICES

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 AGREEMENT

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

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

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

Parties

For and on behalf of Contracting Agency

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Seal

Seal.....

Witness (Name and Address)

Witness (Name and Address)

1.

1.

2.

2.

CHECK LIST FOR TECHNICAL BID

1. I/We have gone through the contents of the tender documents received from Kendriya Vidyalaya, Steel Plant, Visakhapatnam, for providing service of (Housekeeping) .

I/We affirm that our Agency is implementing **MINIMUM WAGES ACT** in force as per Govt. of India.

- 2. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma, is placed at **Page No.1.**
- 3. Proof of address of the Agency is placed at **Page No.2**
- 4. Banker’s Certificate has been placed at **Page No.3**
- 5. Attested copy of Registration of Agency is placed at **Page No.4**
- 6. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed at **Page No.5**
- 7. Attested copy of Registration with Service Tax is placed at **Page No.6**
- 8. Attested copy of PAN No. is placed at **Page No.7**
- 9. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith.
- 10. Copy of valid security license as per private security agency (Regulations) Act .
- 11. Demand Draft for Rs.25,000/- for one service favouring – ‘Principal, Kendriya Vidyalaya, Steel Plant, Visakhapatnam, VVN A/c’ towards EMD is attached to the Technical Bid document. (only for un- registered firms of K.V Steel Plant, Visakhapatnam).
- 12. Any other document, not mentioned above.....
.....is/ are also enclosed.

Date:.....
Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal