



केन्द्रीय विद्यालय विद्यालय पेरम्बलूर

केंद्रीय विद्यालय, विलामुतूर रोड, पेरम्बलूर

Kendriya Vidyalaya Vilamuthur road, Perambalur  
पिनकोड PIN CODE - 621212 04328 - 224900

**Affiliation No. -1900039**

**School Code - 59050**

Web Site: <https://perambalur.kvs.ac.in> E-mail: [kvperambalur@gmail.com](mailto:kvperambalur@gmail.com)

F.17090/KV-PEBR/2021-22/

Date:-24/08/2021

## TENDER DOCUMENT

(Cost of Tender- Rs.1000/-)

**Sub: Inviting Bid for engaging Service Provider Firm for providing Manpower (Security Guards, Conservancy and Gardening Services) through service contract.**

Sir/Madam,

1. The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalaya as set up for imparting education to the children of transferable Central Govt. Employees among others.

2. **Sealed competitive Bids are invited** by the Kendriya Vidyalaya Perambalur 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. **01-10-2021** which may be extended by another one year, as indicated below:-

**Man power required:-**

S. No.	Category of Manpower	Minimum qualifications or/ and experience	Number of personnel required in the shifts	As per the following shifts
1.	Security Guards	High School	04 (Four) Male	Round the clock Security
2.	Conservancy Services	Middle School	02 Male & 02 Female =04 (Four) total	Daily work from 8:00 am to 4:00 pm oras may be decided by Principal <b>KV Perambalur</b>
3.	Gardening services	Middle School	01(One) Male	Daily work from 8:00 am to 4:00 pm oras may be decided by Principal <b>KV Perambalur</b>
4.	Sub Staff	High School	01(One) Male	Daily work from 8:00 am to 4:00 pm oras may be decided by Principal <b>KV Perambalur</b>

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.	Security Guards	To provide Round the clock security/guard of the office, building, its premises & wherever he is deputed.
2.	Conservancy Services	<p>1. Sweeping of entire area of the office building, surrounding of building, collection of waste Material and disposal of the same as per instruction of Principal.</p> <p>2. Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of office and thereafter every 2 hours specially in the area like corridors, stairs and reception etc. Spray of finial etc in the rooms for keeping the rooms free from mosquitoes, flies etc.</p> <p>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.</p> <p>4. Cleaning of carpets, Durries, Water Coolers etc.</p> <p>5. In case shortage of water or non-availability of water, bringing water from outside for cleaning.</p> <p>6. Sweeping and cleaning of open areas, roads, passage, lawns etc.</p> <p>7. Regular dusting/cleaning of furniture and equipment, telephones, books cases, filling cabinets, almirah and doors and windows in rooms. All other rooms and other spaces of the office every day before opening of the office.</p> <p>8. The choking of the sanitary installation e.g. Traps, Bottle traps, gully trap etc. is to be cleared within 24 hours of noticing the complaint.</p> <p>9. All complaints of leakage in the GI &amp; CI pipes etc. are also to be attended within 24 hours.</p> <p><b><u>Item of work to be done generally once in a week by Conservancy Services:-</u></b></p> <p>1- Washing and scrubbing of floor areas with detergents and dirt removing agent.</p> <p>2- Acid cleaning of sanitary wades, without damaging their shines.</p> <p>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.</p> <p>4- Cleaning of filled surfaces in the corridors and staircases.</p>

		<p>5- Cleaning of water storage tank, its surrounding and water coolers, if any.</p> <p>6- Polishing of brass name plates and cleaning of all other name plates/Boards.</p> <p>7- Dusting and cleaning of sofa-sets, fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of paneling etc.</p> <p>8- Removal of cobwebs in all rooms and other spaces of the building.</p>
3.	Gardening services	To maintain and develop Vidyalaya Garden.
4.	Sub Staff	As per KVS work distribution related to Sub-staff or as may be decided by Principal KV Perambalur

**3. The tenders should be submitted in two sealed covers as indicated below:**

**(A) The first sealed cover should be superscribed "Technical Bid" and should contain**

- a) Checklist of documents submitted (Annexure-I)
- b) The Performa of Technical Bid at Annexure-II duly filled in.
- c) **Agency profile**, including details of previous experience of manpower supply to Government/Semi Government/Autonomous Agencies.
- d) **Acceptance of terms and conditions there under.**
- e) **Demand Draft for Earnest Money Deposit, in favour of Principal Kendriya Vidyalaya Perambalur payable at UBI, Perambalur)**
- f) **Demand Draft towards the cost of Tender document (Rs- 1000/- Non refundable) in the form of Demand draft in favour of Principal Kendriya Vidyalaya Perambalur payable at UBI, Perambalur)**
- g) **Duly filled Annexure IV (With relevant Documentation)**
- h) Any other required relevant documents as per Annexure 1.

**(B) The second sealed envelope superscribed "Financial Bid" should contain only rates at which manpower will be provided. (Annexure-III).**

(C) Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for Outsourcing the services of Security Guards, Conservancy and Gardening Services" and sent by post or courier or by hand which is to be delivered latest by 3.00 P.M of 17.09.2021 in the office of The Principal, Kendriya Vidyalaya, Perambalur.

**The Technical Bids shall be opened on 18.09.2021 at 02.30 PM** in presence of the tenderers or their authorized representatives. Financial Bids of those bidders who qualify

**the Technical Bids shall be opened on 21.09.2021 at 02.30 PM.** In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received/opened on the next working day at the same time and venue.

#### **4. Evaluation of technical bids-**

The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower. The weightage for the technical evaluation shall be assigned as under:

<b>Sl.No.</b>	<b>Details</b>	<b>Maximum Marks</b>
01.	Previous experience in providing similar category of manpower to Government Agencies/ organizations in last 7 Years. (05 marks to be assigned per year (in at least one organization) of previous experience for desired all services( Security , conservancy and Gardening together)	35 marks
02.	Clean track record of the Firm during the last Five years (03 marks per year if no show-cause notice/debarment notice received) (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	15 marks
03.	Financial status (Profit or loss of the firm during the previous Three financial years) (05 marks for each year if there was profit as per the audited accounts)	15 marks
04	Previous experience in providing similar service of Kendriya Vidyalayas in last 5 years (03 marks to be assigned per year of previous experience)	15 marks
05	Latest clean EPF Inspection report	20 marks

**Note- The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders score a minimum of 50 marks in the technical evaluation. The final selection would be made on the basis of Combined Quality Cum Cost Based Selection (CQCCBS). Further, in case the lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis by the Committee concerned. The decision of the Chairman, VMC, KV Perambalur shall be final and binding on all the parties regarding the final selection.**

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the **terms & conditions** in the following manner:

**(i) The Technical bid will be treated as non-responsive if following documents are not attached:-**

(a) Attested copy of **license obtained from the Home Department, Govt of Tamilnadu / Govt of India for running the business of private security agencies** operating in the Tamilnadu and **Labour Licence**.

(b) 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.

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

(d) List of clientele during last 3 years along with cost of assignment.

- (e) PAN No. GST No. and Current IT clearance certificate.
- (f) Attested copy of proof of EPF registration.
- (g) Attested copy of proof of ESI registration.
- (h) Attested copy of proof of Service Tax Registration.
- (i) Proof of their establishments in various organisation with number of employees engaged (Last 3 years).
- (j) All bidders must submit a month wise detailed list of other clients/ establishment/ organisation where they have supplied their services during the period of January 2021 to August 2021. (Attached Annexure IV)
- (k) Proof of payment for the period of January 2021 to August 2021 of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax of their establishment in various organisation. Documentary proof should be in the form of vouchers (If paid online proof with CRN number, if offline proof with Bank stamped receipt).
- (l) The Bidder shall deposit **Rs. 50,000/-** in the form of DD in favour of **Principal Kendriya Vidyalaya Perambalur** payable at **UBI, Perambalur** as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

(m) Latest EPF Inspection Report.

**(ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff, in the Govt. of Tamilnadu / India shall render the Bid disqualified for evaluation.**

(iii) Rate quoted below the minimum wages in force by Govt. of Tamilnadu or Govt. of India (whichever is higher) for the remuneration of staff will not be accepted.

**(iv) The evaluation of Technical Bid will be done for all the items put together.**

**(v) During the evaluation of technical bid, if any bidder fails to submit the mentioned documents as proof of payments of applicable statutory obligations or found not as per the norms, their technical bid will be summarily rejected.**

#### **5. Requirement from the staff of Agency, their Duties, Behaviour etc.**

- 1- The contractor shall comply with all the laws and regulation applicable in the matter of such workers as are engaged by it.
- 2- The contractor's staff shall follow the decorum & discipline applicable to employee of the Kendriya Vidyalaya Perambalur.
- 3- The contractor's workers shall be polite, courteous well behaved and honest.
- 4- The contractor's shall be fully responsible and liable for theft, burglary, fire of any other mischievous deed done by its workers.
- 5- The character & antecedents of all the workers should 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 office premises and shall have a good moral character. workers shall follow the code of conduct.

- 7- Vidyalaya shall have the right to impose cash penalty on the contracting Agency or deduct such amount 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's shall be directly responsible for the payment of wages, which should not be less than the minimum wages prescribed by the central Govt/ govt. of Tamilnadu (whichever is higher) and will include such other benefits as may be available to its employees under the relevant. Acts and regulation applicable in the state. The Kendriya Vidyalaya Perambalur 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 services it is required to perform, under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya **Perambalur**.
- 13- The contractor shall engage sufficient number of workers to ensure work is done in time to the satisfaction of the Kendriya Vidyalaya **Perambalur**. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work in need.
- 14- The Kendriya Vidyalaya reserves the right to order any workers of the contractor to leave the premises of **Kendriya Vidyalaya Perambalur** if his presence at any time is left undesirable for the Vidyalaya.

## **6. Quoted Price:**

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory charges and Service Charges in the format of quotation only attached ( Annexure-III).
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) 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 charge/s etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- (d) The Bidder shall deposit **Rs.50,000/-** in the form of DD drawn in favour of **Principal Kendriya Vidyalaya Perambalur** payable at **UBI, Perambalur** as

earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

**(e) The selected firm has to furnish performance security in the form of DD for an amount of 10% of Annual charges from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency & on recommendation of committee, performance security may be returned, six month after expiry of contract.**

(f) Telex or Facsimile Bids are not acceptable.

**(g) Each Bidder must submit only one Bid.**

## **7. Validity of Bid:**

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

## **8. Terms and Conditions:**

(i) The remuneration shall be disbursed through cheque at **Kendriya Vidyalaya Perambalur** premises in the presence of representative of the Contracting Agency or its constituent or paid through NEFT online, proof of which is to be submitted to the office.

(ii) The Contracting Agency will ensure payment by the **5th of every succeeding month** to their employees provided to the Kendriya Vidyalaya **Perambalur** as per the monthly remuneration OTA charges quoted without any deduction.

(iii) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the Kendriya Vidyalaya **Perambalur** supported with the following documents :-

(a) Details of disbursement made to the staff furnishing cheque details for each payment, NEFT details.

(b) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

**(iv) Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill or availability of fund.**

**(v) 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.**

(vi) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor /Client.

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

Total Monthly Remuneration A,

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

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

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

(x) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the Kendriya Vidyalaya **Perambalur** reserves the right to claim and recover damages from Contracting Agency.

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

(xii) The Contracting Agency will deploy the trained/professional security guards preferably ex-servicemen, who are below the age of **50 years** and above 20 years as well as physically fit and mentally alert. Preference will be given to the Ex-servicemen. The Contracting Agency will also ensure that the security guards are free from Aids or any other infectious disease before deployment for work.

**(xiii) The Contracting Agency shall provide to their security personnel and the cleaners with impressive summer uniform as well as winter uniform with insignia along with the essential tools like- torch, laathi (Stick), umbrella etc.**

## **9. Award of Contract:**

(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 **as per para 4 and Annexure- III.**

(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.



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

You are requested to submit the Sealed Bids superscribed on the envelope as "**Tender for Outsourcing the services of Security , Conservancy and Gardening Service**" which is to be delivered **latest by 3.00 P.M of 17.09.2021** in the office of The Principal, Kendriya Vidyalaya, Perambalur.

The **Technical Bids shall be opened on 18.09.2021 at 02.30 pm** in presence of the tenderers or their authorized representatives. **Financial Bids shall be opened of those bidders who qualify the Technical Bids on 21.09.2021 at 02.30 pm.** In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received/opened on the next working day at the same time and venue. Other terms and conditions and the time schedule will remain unchanged.

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the Kendriya Vidyalaya **Perambalur.**

Principal

# **MODEL AGREEMENT FOR SERVICE CONTRACT**

## **(Security Guards, Conservancy and Gardening Services)**

### **THE AGREEMENT**

THIS AGREEMENT made and entered into on this [DATE]\_\_\_\_\_ day of [MONTH]\_\_\_\_\_Two Thousand [YEAR]\_\_\_\_\_between the Kendriya Vidyalaya Perambalur a society registered under the Societies Registration Act (XXI of 1860) located at Near Gurunanak Chauk, Torwa, Perambalur (herein after called 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]\_\_\_\_\_ (herein after 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) [\_\_\_\_\_] replace the instruction by, filling in relevant text;

(b) [\_\_\_\_\_] 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.

### **PREAMBLE**

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

1.2.2 WHEREAS.....at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [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:

## **SCOPE OF THE AGREEMENT**

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

## **A FINANCIAL ARRANGEMENTS**

In consideration of the work to be carried out by the CONTRACTING AGENCY the.....shall pay to CONTRACTING AGENCY as follows after deducing 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

## **MODALITIES OF CONTRACT**

This contract is of the nature of service contract for a specified period and not labour contract.

The responsibility of the CONTRACTING AGENCY and schedule of fulfilment thereof shall be as per Appendix – 1 to the Agreement.

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/indentify] 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 stage 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.

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 pars 2 of tender document.

## **RESPONSIBILITIES OF CONTRACTING AGENCY**

CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower in the premises of the INDENTING OFFICE.

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.

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.

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.

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.

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].

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.

## **RESPONSIBILITIES OF THE INDENDING OFFICE**

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 fulfilment of the work.

' 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.

INDENTING OFFICE will maintain a separate record of attendance of number 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.

## **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.

## **CONFIDENTIALITY**

During the tenure of the Agreement and [ .....years I 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.

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

## **EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT**

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.

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.

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.

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.

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.

## **NOTICES**

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

## **AMMENDMENTS OF THE AGREEMENT**

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.

## **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.

**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 Chairman, VMC, KV Perambalur, who will be the sole arbitrator as per the Arbitration and Conciliation act. The decision of the Chairman, VMC, KV Perambalur 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 KV

INDENTING OFFICE

.....

Name.....

.....

Designation .....

Seal .....

Witness (Name and Address)

2.

Parties

For and on behalf of

Contracting Agency Signature

Signature .....

Name.....

.....

Designation .....

Seal .....

Witness (Name and Address) 1.

1.

2.

**ANNEXURE-I****CHECKLIST OF DOCUMENTS SUBMITTED**

Sl.No.	Documents to be submitted	Submitted / Not Submitted	Remarks
1	Copy of Registration of firms		
2	Copy of Registration certificate of EPF		
3	Copy of Registration Certificate of ESI		
4	Copy of Labour license and License for running Private Security Service		
5	Copy of Income Tax Return for last 2 years		
6	Copy of Service Tax Registration		
7	Copy of ISO-9001-2008 Certificate		
8	Copy of PAN/TAN Card		
9	List of clients indicating quantum of work executed with them		
10	Proof of experience		
11	Copy of GST certificate		
12	Last 3 years audited statement from Chartered Accountant		
13	Rate quoted complied with the Minimum Wages Act of Government of India (Central Govt.) with all other statutory provisions.		
14	List of other clients/ establishment/ organisation where they have supplied their services during the period of January 2021 to August 2021. (As per Para 4 (j) attach Annex- iv)		
15	Latest EPF Inspection report		
16	No.s of staff/supervisor registered with ESI/EPF and their details <b>(Documentary proof of vouchers As per Para 4 (k))</b>		
17	Rs.50,000/- in the form of DD in favour of Principal Kendriya Vidyalaya Perambalur payable at UBI, Vilamuthur road, Perambalur as earnest money.		
18	Demand Draft of Rs- 1000/- as cost of tender (non-refundable)		
<b>Important Note- The required documents as mentioned in the check list should be attached as annexure with serial number, otherwise the tender will be summarily rejected.</b>			

Signature of Bidder, Seal of Establishment

Full Name of Bidder with address and date

Sl.No.	Particulars	To be filled by the tenderer
1	Name of the Agency	
2	Date of establishment of the agency	
3	Detailed office address of the Agency with Office Telephone Number, Fax Number and <b>Mobile Number</b> and name of the contact person	
4	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5	PAN,TAN and GST Number (copy to be enclosed)	
6	a) Labour License Number (copy to be enclosed) b) License for running Private Security Service (copy to be enclosed)	a) b)
7	Service Tax Registration Number (copy to be enclosed)	
8	EPF Registration Number (copy to be enclosed)	
9	ESI Registration Number (copy to be enclosed)	
10	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
11	Length of experience in the field	
12	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency) of Last 3 Years.	
13	Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached.	
14	Whether agency profile is attached?	
15	List of other clients including KVs.	
16	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
17	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
18	No.s of staff/supervisor registered with ESI/EPF and their details (Documentary proof of vouchers As per Para 4 (k)	
19	Number of other clients/ establishment/ organisation where they have supplied their services during the period of April 2019 to December 2019. (As per Para 4 (j) attach Annex- iv)	
20	Latest EPF Inspection report	

Signature of Bidder Seal of Establishment  
Full Name of Bidder with address and date



**Number of client and employees in the period of January 21 to August 2021**

Name of the Agency and address :- .....

<b>SI</b>	<b>Months</b>	<b>Number of Client/ Organization</b>	<b>Total number of employee engaged altogether</b>
1	Jan 2021		
2	Feb 2021		
3	Mar 2021		
4	Apr 2021		
5	May 2021		
6	Jun 2021		
7	July 2021		
8	Aug 2021		

**(Bidder) (Seal)**

**Signature.....**

**Name:.....**

**Address:.....**

**Email ID.....**

**Mobile No .....**

**FORMAT OF PRICE BID (Security, conservancy and gardening Service at KV  
Perambalur)**

**ANNEXURE -III**

All figures in Rs.

S.N. (1)	Category of Manpower (2)	Number (3)	Unit monthly remuneration (Per Person Per Month) (4)	EPF Rate (5)	ESI Rate (6)	Service Charges*/Charge s on Statutory liabilities*/ charges of uniform etc, including overhead profit (7)	Monthly Unit Rate (Col 4+5+6+7) (8)	Total Monthly Cost (Col 8x3) (9)	Grand Total
1	Security Guards	4							
2	Conservancy Services	7							
3	Gardening Services	1							
<b>Grand Total</b>							<b>Total</b>		

- Note:**
1. Please quote your rates for 30 days per month in case of Security personnel & 26 days per month of Conservation and gardening personnel.
  2. In case of discrepancy between unit price and total price, the unit price shall prevail.
  3. \* Service charge should not be equal to 0 (zero).
  4. L1 will be decided on the basis of Grand total of S.N. 1 , 2 and 3.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also Agree to enter into the agreement in the format enclosed. Bid Security of Rs.....(Rupees.....) is furnished herewith vide Bank Draft No..... dated..... drawn on.....

**(Bidder)**

**Signature.....( Seal)**

**Name:.....**

**Address:.....**