

### Bid Document

Bid Details	
Bid End Date/Time	16-01-2021 14:00:00
Bid Opening Date/Time	16-01-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Human Resource Development
Department Name	Department Of School Education And Literacy
Organisation Name	Kendriya Vidyalaya Sangathan (kvs)
Office Name	Kendriya Vidyalaya Gangrani Kushinagar
Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper
Contract Period	12 Month(s)
Project Experience Required	No
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	159120
Evaluation Method	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Required	No
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#### Splitting

Bid splitting not applied.

#### Additional Required Data/Document(s)

**The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**The Bidder Should Have Executed At Least 3 No. Projects With Contract Value Not Less Than 1.5 lakh For Each Contract Of Providing Manpower Services To schools

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:5 PROJECT , 20 MANPOWER**

**Geographic Presence: Office registration certificate:ANY WHERE IN INDIA**

**Scope of work & Job description:**[1609575868.pdf](#)

**Please upload the list of resources alongwith quantity of each type of resource to be continued by the successful bidder/Service Provider under the new contract as per the Terms and Conditions of new contract concluded on the basis of this bid alongwith approval of Competent Authority.:[1609570479.pdf](#)**

### **Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Sweeper ( 1 )**

#### **Technical Specifications**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title for Non Mandatory Compliance 3	0
Designation	SWEEPER
Title for Non Mandatory Compliance 1	0
Title for Non Mandatory Compliance 2	0

#### **Additional Specification Documents**

#### **Consignees/Reporting Officer and Quantity**

<b>S.No.</b>	<b>Consignee/Reporting Officer</b>	<b>Address</b>	<b>Number of Resources to be hired of above mentioned technical specification</b>	<b>Additional Requirement</b>
1	Rohit Kumar	274304,Kendriya Vidyalaya Gangrani Kushinagar , Opposite Railway Station C/O Udit Narayan Inter college campus, Padrauna ,P.O. Padrauna	1	<ul style="list-style-type: none"> <li>• ELDI (Percentage of Minimum daily wage) : 0</li> <li>• ESI (Percentage of Minimum daily wage) : 3.25</li> <li>• Provident Fund (Percentage of</li> </ul>

				<ul style="list-style-type: none"> <li>Minimum daily wage) : 13</li> <li>• Bonus (Percentage of Minimum daily wage) : 0</li> <li>• Non Mandatory Compliance 1 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 2 (in Rupees) : 0</li> <li>• Non Mandatory Compliance 3 (in Rupees) : 0</li> <li>• Minimum daily wage in Rupees : 427</li> <li>• Number of working days in a month : 25</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>
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### Bid Specific Additional Terms and Conditions

1. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
2. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
3. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
5. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.
6. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

केन्द्रीय विद्यालय गांगरानी, जनपद- कुशीनगर

(विद्या नारायण, इन्टर कालेज परिसर)

C/O-उदित नारायण इंटर कॉलेज परिसर,

पोस्ट-पडरौना, जनपद- कुशीनगर

पिन कोड- 274304 (U.P)

ईमेल:- kvgangrani@gmail.com

वेबसाइट- <https://gangrani.kvs.ac.in>

■ 05564-2242199, KV Code-2285, CBSE Affiliation No./ Code -2100114/ 74091 UDISE-09590105303



KENDRIYA VIDYALAYA GANGRANI, DISTRICT- KUSHINAGAR  
(Ministry of Education, Dept. of School Education)

C/O-Udit Narayan Inter College Campus,

P.O.-Padrauna, Dist-Kushinagar,

Pin Code- 274304(U.P)

Email:- [kvgangrani@gmail.com](mailto:kvgangrani@gmail.com)

Website- <https://gangrani.kvs.ac.in>

फा. Conservancy tender/ GEM/ केवी गांगरानी/ 2020-21 /

दिनांक 02/01/2021

बोली सुरक्षा (ईएमडी): शून्य

सुरक्षा जमा : वार्षिक लागत का 10 %

02-01-2021 से 16-01-2021 तक GeM पोर्टल पर जारी

**जन शक्ति (साफ-सफाई कार्य) आपूर्ति हेतु GeM पोर्टल पर जारी निविदा के नियम एवं शर्तें :**

विषय: सेवा अनुबंध के माध्यम से जन शक्ति (साफ-सफाई कार्य) प्रदान करने वाले सेवा प्रदाता की सेवा लेने हेतु बोली (GeM पोर्टल पर पूछताछ) के आमंत्रण के लिए नियम एवं शर्तें |

महोदय/महोदया

केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर, केन्द्रीय विद्यालय संगठन द्वारा प्रशासित एक सिविल क्षेत्र का विद्यालय है। केन्द्रीय विद्यालय संगठन, समाज पंजीकरण अधिनियम 1860 के तहत पंजीकृत, मानव संसाधन एवं विकास मंत्रालय भारत सरकार के अधीन एक केन्द्रीय पूर्ण वित्त पोषित स्वायत्तशासी निकाय है। संगठन केन्द्रीय विद्यालय की योजना को स्थानांतरणीय केंद्र सरकार/ परियोजनाओं / रक्षा कर्मचारियों के बच्चों एवं अन्य बच्चों को शिक्षा प्रदान करने के लिए प्रशासित करता है।

2. केन्द्रीय विद्यालय गांगरानी (कुशीनगर) (उ.प्र.) द्वारा, जैसा कि नीचे बताया गया है, कार्य आदेश जारी करने की तिथि से (01.02.2021) से एक साल की अवधि के लिए सेवा अनुबंध के माध्यम से विद्यालय में साफ-सफाई के लिए जनशक्ति प्रदान करने हेतु प्रतिष्ठित एवं GeM पोर्टल पर पंजीकृत सेवा प्रदाता फर्म से प्रतिस्पर्धी बोलियों (GeM पोर्टल पर पूछताछ) को आमंत्रित किया गया है: -

2.(क)

विद्यालय का क्षेत्रफल :	लगभग 2 एकड़ (निर्माण ,गाउंड क्षेत्र और लगभग 10 कमरे और 3 टाइलेट रुम ,गलियारा ,सीढ़ियाँ,बाग-बगीचा और खुले क्षेत्र के साथ-साथ सीमा के दीवारों के आस पास का क्षेत्र भी शामिल हैं
विद्यालय का पता :	केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर उदित नारायण इंटर कालेज परिसर , पो.आ. पडरौना जनपद- कुशीनगर ( उ.प्र. ) पिन - 274304

2.(ख) जनशक्ति की आवश्यकता

क्रम संख्या	जन शक्ति का प्रकार	न्यूनतम योग्यता	आवश्यक संख्या	लिंग	कार्य अवधि
1	साफ-सफाई कर्मी	कक्षा पांच पास / पढ़ने लिखने में सक्षम	01	पुरुष/महिला	7:00 AM से 11:40 AM एवं 12:10 PM से 3:30 PM तक





रविवार को छोड़कर, पूरे महीने, प्रति दिन एक पुरुष/महिला साफ-सफाई कर्मी, प्रातः 7:00 से 11:40 और 12:10 अपराह्न से 3:30 अपराह्न तक। आने का समय विद्यालय के समय के अनुसार परिवर्तनीय है जिसे आदेश के माध्यम से सूचित किया जायेगा। कुल कार्य अवधि 8 घण्टे प्रतिदिन प्रति जनशक्ति की होगी।

इस विद्यालय के गांगरानी जनपद कुशीनगर में नए भवन में स्थानांतरित होने पर अतिरिक्त 03 पुरुष और 01 महिला साफ-सफाई कर्मी की आवश्यकता पड़ सकती है जिसके लिए अलग से कार्यदिश जारी किया जाएगा।

उपलब्ध कराए गए जनशक्ति द्वारा किए जाने वाले कार्य की एक रूपरेखा निम्नानुसार विस्तृत है जिसे सेवा प्रदाता द्वारा अपने निर्देशन में विद्यालय के द्वारा बताये गये रीति से पूर्ण कराना होगा : -

क्रम संख्या	जन शक्ति का प्रकार	कार्य की जिम्मेदारी
1	अर्धकुशल साफ-सफाई कर्मी	जैसा कि लेखा संहिता के अनुलप्रक (I) में दिया गया है (प्रतिलिपि संलग्न) पृष्ठ 242 से 245। विद्यालय के सभी कक्ष, कक्षाओं, बरामदों, शौचालयों, प्रार्थना सभ स्थल, खुले-बंद आडोटोरियम, खेलकूद मैदान, जल निकास एवं वहाव स्थलों, खिड़कियों, दरवाजों, ग्लास पैन, पंखों, पानी-पीने के स्थानों आदि की नियमित साफ-साफाई, आवश्यकतानुसार धुलाई और विद्यालय के भीतर सभी प्रकार के झाड़ीयों, घांस आदि की नियमित कटाई-सफाई करना और रख-रखाव करना आदि।

### 3. उद्धरित मूल्य

(क) GeM पोर्टल पर बोलीदाता सेवाओं के लिए केवल लाभ और प्रशासनिक शुल्क के लिए बोली प्रस्तुत करेंगे।

साफ-सफाई कर्मी हेतु 01 अक्टूबर 2020 से लागू प्रतिमाह (26 दिन) के लिए ऐसी दैनिक न्यूनतम मजदूरी दर स्वीकृत की जायेगी जो कुशीनगर के लिये समय-समय पर घोषित - 1. श्रम आयुक्त दर केंद्र सरकार या 2. जिला कलेक्टर दर कुशीनगर (उ.प्र.) में से अधिकतम के बराबर। ईपीएफ, ईएसआई लागू नियमानुसार दर से देय होंगे। विद्यालय द्वारा भुगतान करने के लिए उत्तरदायी कोई भी अन्य वैधानिक कर बोलीदाता अलग से उद्धृत करेगा।

(ख) कक्षा 12 तक संचालित शैक्षणिक संस्थानों को प्रदान की गई सेवाओं के लिए सेवा कर (जी.एस.टी.) लागू नहीं है।

(ग) उद्धृत दर अनुबंध की अवधि के लिए तय की जाएगी और यदि संशोधन किया गया है तो वैधानिक प्रावधानों को छोड़कर समायोजन के अधीन नहीं किया जाएगा।

वैधानिक प्रावधानों के कारण दर में परिवर्तन के मामले में केवल ऐसे परिवर्तन स्वीकार किए जायेंगे और लाभ / सेवा प्रभार आदि का कोई अतिरिक्त(%) दायित्व नहीं है। ऐसे में बोली लगाने के दौरान बोलीदाता को विशेष रूप से, इस संबंध में दर आदि का हवाला देना चाहिए।

(घ) रुपये 500000/- (रुपये पाँच लाख मात्र) से कम के निविदा के लिए GFR 17 के अनुसार शून्य बोली सुरक्षा धन (EMD) लागू है। MSME / SSI / Udyog Aadhaar पर साफ-सफाई कर्मी आपूर्ति कार्य हेतु वैध रूप से पंजीकृत फर्म को आवश्यक प्रमाण पत्र संलग्न करने पर बोली सुरक्षा धन (EMD) जमा करने से छूट है।

(ङ) सफल चयनित फर्म को "प्रदर्शन सुरक्षा राशि" (एस.डी.) के लिए 12 महीने के लिए अनुमानित लागत का 10% की राशि को कार्यदिश जारी होने के तीन कार्य दिवसों के भीतर "केन्द्रीय विद्यालय गांगरानी बी.बी.एन. छाता" के पक्ष में खाते में देय डीडी के रूप में विद्यालय में जमा करना होगा। बोली सुरक्षा धन (ईएमडी) केवल अनुबंध किये जाने वाली फर्म द्वारा "प्रदर्शन सुरक्षा राशि" प्रस्तुत करने के बाद लौटाया जाएगा। प्रदर्शन सुरक्षा राशि की प्रतिधारण अवधि कार्य के सफलतापूर्वक पूरा होने के 2 माह बाद वापस कर दिया जाएगा।

(च) तकनीकी बिड के प्रत्येक पन्ने पर निविदाकर्ता के हस्ताक्षर के साथ GeM पोर्टल पर अपलोड किया होना अनिवार्य है।





(छ) बोलीदाता मासिक ओवरहेड और लाभ सहित सेवा शुल्क अनिवार्य रूप से GeM पोर्टल पर वाणिज्यिक बोली में उद्धृत करेगा और यह राशि शून्य नहीं होना चाहिये।

4. प्रत्येक बोलीदाता की केवल एक बोली GeM पोर्टल पर स्वीकार की जाएगी ।

5 बोली की वैधता: - बोली की वैधता बोली जमा करने के अंतिम तिथि से कम से कम 30 दिनों के बाद की अवधि के लिए वैध रहेगी।

#### 6 नियम और शर्तें:-

- (क) पार्टनरशिप फर्म की स्थिति में पार्टनरशिप एक्ट 1932 (अद्यतन) के प्रावधानों का पालन किया होना चाहिए।
- (ख) संविदाकारी एजेंसी अनुबंध के बाद के प्रत्येक माह के 5 तारीख तक अपने कर्मचारियों को श्रम नियमों एवं केन्द्रीय विद्यालय गांगारानी जनपद कुशीनगर (उ.प्र.) से किए गए अनुबंध के अनुसार मासिक वेतन का भुगतान आर.टी.जी.एस. / एन.इ.एफ.टी. के माध्यम से वितरित करेगा एवं फर्म तथा अपने कर्मचारियों के बैंक खाते को अद्यतन करा कर भुगतान का साध्य विद्यालय प्रतिनिधि को प्रस्तुत करना सुनिश्चित करेगा।
- (ग) संविदाकारी एजेंसी अपने कर्मचारियों को, श्रम नियमों के अनुसार, पारिश्रमिक भुगतान के लिए सीधे उत्तरदायी होगा एवं ऐसे अन्य लाभों को शामिल करेगा, जो प्रासंगिक अधिनियमों और विनियमों के तहत उसके कर्मचारियों के लिए उपलब्ध हो सकते हैं अर्थात् साफ-सफाई कर्मी हेतु 01 अक्टूबर 2020 से लागू प्रतिमाह (26 दिन) के लिए ऐसी दैनिक न्यूनतम मजदूरी दर प्रदान करेगा जो कुशीनगर के लिये समय-समय पर घोषित - 1. श्रम आयुक्त दर केंद्र सरकार या 2. जिला कलेक्टर दर कुशीनगर (उ.प्र.) में से अधिकतम के बराबर हो । केन्द्रीय विद्यालय गांगारानी जनपद कुशीनगर, संविदाकारी एजेंसी द्वारा नियोजित व्यक्ति के किसी भी मासिक भुगतान आदि के दावे ग्रहण नहीं करेगा और इसके लिए उत्तरदायी नहीं होगा।
- (घ) संविदाकारी एजेंसी अपने कर्मचारियों को भुगतान करने के साक्ष्य एवं निम्नलिखित दस्तावेजों के साथ समर्थित चालान / बिल प्रत्येक माह के 10 तारीख तक अनिवार्य रूप से प्रस्तुत करेगी: -
- (अ) प्रत्येक भुगतान के लिए कर्मचारियों के अद्यतन बैंक खाता के हस्ताक्षरित प्रति के साथ आर.टी.जी.एस. / एन.इ.एफ.टी. से मासिक वेतन वितरण का विवरण।
- (आ) कर्मचारियों द्वारा हस्ताक्षरित डेली वेजेज रजिस्टर जो संविदाकारी एजेंसी के प्रतिनिधि द्वारा प्रतिहस्ताक्षरित हो।
- (इ) ईपीएफ, ईएसआई और किसी भी अन्य लागू कर के रूप में सांविधिक दायित्व के भुगतान का प्रमाण। ईपीएफ, ईएसआई जमा होने का सत्यापन अनिवार्य रूप से संविदाकारी एजेंसी के कर्मचारियों के मोबाईल पर प्राप्त हुये संदेश एवं ईपीएफ, ईएसआई की वेबसाईट से किया जायेगा एवं उसके उपरांत अनुबंध एजेंसी को सांविधिक दायित्व का भुगतान किया जायेगा।
- संविदाकारी एजेंसी को भुगतान , चालान की प्राप्ति की तारीख से 15 दिनों के भीतर जारी किया जाएगा।
- (ड) संविदाकारी एजेंसी अपने सभी कर्मचारियों को विद्यालय कार्यालय द्वारा मुद्राए गए प्रारूप वाले पहचान पत्र प्रदान करेगी जो अनुबंध की अवधि के लिए मान्य हो।
- (च) संविदाकारी एजेंसी सभी वैधानिक दायित्वों का पालन करेगी। वास्तविक गणना के अनुसार लघु परिवर्तनों को माँगकर्ता/ क्लाइंट द्वारा वहन किया जाएगा।
- (छ) बोली लगाने वाली एजेंसी द्वारा उत्तर प्रदेश / केन्द्रीय सरकार के अधिकृत विभाग से प्राप्त वैध पंजीकरण / लाइसेन्स की प्रमाणित प्रति अपलोड करना अनिवार्य है। विफल होने पर बोली को अयोग्य / गैर-उत्तरदायी माना जाएगा।



(ज) केन्द्रीय विद्यालय गांगरानी (कुशीनगर) (उ.प्र.) का सामान्य विद्यालय / कार्यालय कार्यकाल सप्ताह में छः दिन सोमवार से शनिवार तक सुबह 07:25 बजे से शाम 3:00 बजे तक होता है। हालांकि, संविदाकारी एजेंसी रविवार, द्वितीय शनिवार को छोड़कर, जब तक कि लिखित मांग पर और अन्यथा आवश्यक नहीं हो, पूर्व-पृष्ठ पर दिखाए गए कार्य समय एवं सँख्या के अनुसार 07:00 पूर्वाह्न से 11:40 पूर्वाह्न और 12:10 बजे अपराह्न से 3:30 बजे अपराह्न तक साफ-सफाई कर्मी / रोजगार आदि की सेवा प्रदान करेगी तथा रविवार, राजपत्रित अवकाश, प्रतिबंधित अवकाश को छोड़कर ग्रीष्म, शरद एवं शीत अवकाश काल में केवल एक साफ-सफाई कर्मी प्रति दिन प्रातः 7:00 से 11:40 और 12:10 अपराह्न से 3:30 अपराह्न तक की सेवा प्रदान करेगी। केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) और अतिरिक्त जनशक्ति की सेवाओं के लिए अनुरोध करने का अधिकार सुरक्षित रखता है। उद्धृत दर के अनुसार माँगकर्ता द्वारा अतिरिक्त जनशक्ति के लिए संविदाकारी एजेंसी को भुगतान दिया जाएगा।

(झ) किसी भी कार्य दिवस पर संविदाकारी एजेंसी के कर्मचारियों के अनुपस्थित होने के मामले में, मासिक पारिश्रमिक निम्नलिखित फॉर्मूले के अनुसार विनियमित होंगे-

कुल मासिक पारिश्रमिक = मासिक पारिश्रमिक - ए1

जहाँ ए1 = [ (मासिक वेतन) / (महीना में दिनों की संख्या) ] X अनुपस्थिति के दिन

ओवरटाइम का भुगतान, प्रतिदिन मजदूरी दर के अनुसार प्रति घंटे की दर से रहेगा।

(ञ) संविदाकारी एजेंसी द्वारा प्रदान किए गए कर्मचारियों / जनशक्ति को केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) द्वारा जांच के बाद ही स्वीकार किए जाएंगे। इसलिए, संविदाकारी एजेंसी प्रत्येक श्रेणी में प्रत्येक स्लॉट के लिए न्यूनतम तीन-चार बायो-डेटा उपलब्ध करायेगी। कर्मचारियों / जनशक्ति को व्यक्तिगत चर्चा के लिए भी आमंत्रित किया जा सकता है। इसके लिये केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) द्वारा कोई वाहन या कोई अन्य शुल्क नहीं दिया जाएगा। यदि कोई भी उपयुक्त नहीं पाया जाता है, तो 24 घंटों के भीतर अतिरिक्त बायो डेटा संविदाकारी एजेंसी द्वारा उपलब्ध कराया जाएगा।

(ट) संविदाकारी एजेंसी को केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) के साथ 100/- गैर ज्यूडिशियल स्टाम्प पेपर पर अनुबंध करना होगा। संदर्भ के लिए मानक अनुबंध (संलग्नक- बी) संलग्न है। निविदा दस्तावेज और स्वीकार किए गए बोली में निर्दिष्ट अन्य नियम और शर्तें भी मॉडल समझौते का हिस्सा होंगी।

(ठ) किसी भी हानि, चोरी गए / कर्मियों द्वारा चोरी / कर्मियों के कारण होने वाली चोरी / विध्वंस के मामले में केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.), संविदाकारी एजेंसी से होने वाले नुकसान का दावा करने और ठीक कराने का अधिकार सुरक्षित रखता है।

(ड) संविदाकारी एजेंसी अपने सभी कर्मचारियों के चरित्र एवं वृत्तियों का पुलिस से सत्यापित करायेगी और काम के लिए तैनाती से पहले माँगकर्ता (विद्यालय) को प्रस्तुत करेगी।

(ढ) विद्यालय में संविदाकारी एजेंसी शारीरिक रूप से फिट और मानसिक रूप से सतर्क कम से कम 21 वर्ष और अधिक से अधिक 50 वर्ष की आयु के कर्मचारियों की तैनाती करेगी। कार्य के लिए तैनाती से पहले संविदाकारी एजेंसी भी यह सुनिश्चित करेगी कि लगाये गये साफ-सफाई कर्मी सभी संक्रामक रोगों से मुक्त हों।

(ण) केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) उपकरणों के लिए एक छोटा कमरा उपलब्ध कराएगा। कमरे पर एजेंसी के नाम का कोई नाम प्लेट नहीं होगा और कार्य के समय में कार्यरत कर्मचारियों के अलावा संविदाकारी एजेंसी के किसी कर्मचारी को विद्यालय परिसर में रहने की अनुमति नहीं होगी।





- (त) संबिदाकारी एजेंसी अपने कर्मचारियों को चिन्ह के साथ प्रभावी ग्रीष्मकालीन वर्दी के साथ-साथ सर्दियों की वर्दी प्रदान करेगा।
- (थ) मासिक भुगतान से नियमों के अनुसार टीडीएस कटौती की जाएगी, जिसे संबिदाकारी एजेंसी वहन करेगी | इस हेतु किसी भी स्थिति में कर्मचारियों के कुल उपस्थित दिनों के वेतन से संबिदाकारी एजेंसी द्वारा कटौती स्वीकार नहीं की जाएगी |
- (द) के.वी.एस. लेखा संहिता के पृष्ठ 242 से 245 के संलग्नक-1 के अनुसार सभी शर्तें भी (प्रति संलग्न) लागू होंगी।

#### 7. शमन शुल्क प्रावधान-

केन्द्रीय विद्यालय गांगरानी जलपट्ट कुशीनगर (उ.प्र.) में कार्य से अनुपस्थिति / अनुचितता के कारण कर्मचारी के प्रतिस्थापन को 24 घंटों के भीतर सुनिश्चित करना होगा। किसी दिन एक या एक अनुपस्थित कर्मचारी या एक से अधिक लगातार दिनों के लिये किसी कर्मचारी की अनुपस्थिति के प्रतिस्थापन न होने की स्थिति में प्रति कर्मचारी रुपये 100=00 (एक सौ रुपये मात्र) प्रतिदिन दण्डात्मक शुल्क संबिदाकारी एजेंसी पर अधिरोपित किया जायेगा जिसे संबिदाकारी एजेंसी के बिल की राशि से काटा जाएगा जिसे संबिदाकारी एजेंसी वहन करेगी। किसी भी स्थिति में संबिदाकारी एजेंसी द्वारा कर्मचारियों के कुल उपस्थित दिनों के वेतन से कटौती स्वीकार नहीं की जाएगी।

8. बोली का मूल्यांकन: - प्रत्येक बोलीदाता निम्नलिखित ब्योरे के साथ GeM पोर्टल पर "तकनीकी बोली" और "एक वाणिज्यिक बोली" प्रस्तुत करेंगे: -

#### 8(ए). तकनीकी बोली

यदि बोली के लिए GeM पोर्टल पर तकनीकी बोली हेतु अपलोड किए गए सही ढंग से हस्ताक्षर किए निम्नलिखित दस्तावेज संलग्न हैं और इन नियमों और शर्तों को निम्नलिखित तरीके से पुष्टि करते हैं तो बोलियों को उत्तरदायी माना जाएगा-

- (क) पूर्णतः भरा एवं हस्ताक्षरित अनुलग्नक "A"
- (ख) सभी फर्म को बोली सुरक्षा धन (EMD) जमा करने से छूट है।
- (ग) साफ-सफाई कर्मों की सेवा प्रदान करने हेतु पंजीयन प्रमाण पत्र |
- (घ) स्वप्रमाणित जीवित प्रतिष्ठान पंजीकरण प्रमाणपत्र / जीएसटी पंजीयन प्रमाण पत्र।
- (ङ) ईपीएफ पंजीकरण के सबूत की नवीनतम और स्वप्रमाणित प्रति।
- (च) ईएसआई पंजीकरण के सबूत की नवीनतम और स्वप्रमाणित प्रति।
- (छ) जीवित पैन की स्वप्रमाणित फोटोकॉपी और आयकर समाधान हेतु वर्तमान आयकर विवरणी।
- (ज) फर्म/ एजेंसी की संक्षिप्त जानकारी और यह पुष्टि करने के लिए साक्ष्य कि बोली लगाने वाले ने पिछले तीन वर्षों में समान प्रकृति (विद्यालय में साफ-सफाई कार्य) और परिमाण के कितने अनुबंध को सफलतापूर्वक निष्पादित किया है।
- (झ) ग्राहकों की सूची के साथ पिछले तीन वर्षों के दौरान इस प्रकृति के किये गये कार्यों की लागत और अनुभव प्रमाण पत्र की स्वप्रमाणित प्रति।
- (ञ) किसी अन्य दस्तावेज की प्रतिलिपि जो फर्म के अच्छे प्रदर्शन का समर्थन करती है।





### 8(बी). वाणिज्यिक बोली: -

वाणिज्यिक बोली का परीक्षण उन बोलीदाताओं के लिए किया जाएगा जिनकी तकनीकी बोली से विद्यालय समिति संतुष्ट है। पर्याप्त उत्तरदायी बोलियों का मूल्यांकन और तुलना निम्न आधार पर किया जाएगा-

- (क) बोली दाता द्वारा GeM पोर्टल पर मासिक ओवरहेड और लाभ सहित सेवा शुल्क अनिवार्य रूप से उद्धृत किया जाये तथा यह शून्य नहीं होना चाहिए ।
- (ख) माँगकर्ता कार्यालय सबसे कम दर वाले मासिक ओवरहेड और लाभ सहित सेवा शुल्क सहित उत्तरदायी बोली लगाने वाले को अनुबंध प्रदान करेगा ।

### 9. अनुबंध का प्रदान होना:

- क. माँगकर्ता उस बोलीदाता को अनुबंध प्रदान करेगा जिनकी बोली उत्तरदायी होना निर्धारित है और जिन्होंने पैरा 8 (बी) के अनुसार सबसे कम दर की उद्धरित की है ।
- ख. अनुबंध प्रदान करते समय उपरोक्त पैरा 2.(ख) में निर्दिष्ट जन शक्ति की आवश्यकता को कम करने और बढ़ाने के लिए माँग कर्ता का अधिकार सुरक्षित है।
- ग. बोली मान्यता अवधि की समाप्ति से पहले, माँग कर्ता, बोलीदाता को बोली का अनुबंध प्रदान करने के लिए स्वीकार किया जाना सूचित करेगा। स्वीकृत प्रस्ताव की शर्तों को अनुबंध में शामिल किया माना जाएगा।
- घ. उपरोक्त के बावजूद, माँग कर्ता को सभी बोलियों को स्वीकार या अस्वीकार करने और बोली प्रक्रिया को रद्द करने और अनुबंध के प्रदान करने से पहले किसी भी समय सभी बोलियों को अस्वीकार करने का अधिकार सुरक्षित रहेगा।

### 10. बोलियों की प्राप्ति की अंतिम तिथि और समय:

आपको जन शक्ति (साफ-सफाई कार्य) के आपूर्ति हेतु दिनांक 16.01.2021 तक GeM पोर्टल पर बिड प्रस्तुत करने का अनुरोध किया जाता है ।

### 11. बोली खोलना: -

केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) के प्राचार्य कक्ष में विद्यालय निविदा समिति, बोलीदाताओं द्वारा GeM पोर्टल पर उपलब्ध कराये गए तकनीकी बोलियों का परीक्षण बोली देने के अंतिम तिथि एवं समय के उपरांत करेगी ।

माँगकर्ता, सेवा प्रदाताओं द्वारा केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर (उ.प्र.) में सेवा प्रदान करने की अभिरुची की सराहना करते हुये केवल GeM पोर्टल पर बोली प्राप्त करने की आशा करते हैं।

(अनुवाद में विवाद की स्थिति में अंग्रेजी रुपांतरण स्वीकार किया जायेगा)

भवदीय-

Santosh  
02/01/2021

हस्ताक्षर -

नाम: - संदीप कुमार पाण्डेय

पदनाम: - प्राचार्य

केन्द्रीय विद्यालय गांगरानी जनपद कुशीनगर

के लिए और की ओर से ।



Bid security(EMD): Rs 0/-

Security deposit : 10% of annual expenditure

Issued from 02-01-2021 to 16-01-2021 on GeM Portal

**Terms and conditions for inviting bid on GeM Portal**  
(Conservancy services)

Subject: Terms and conditions for inviting bid on GeM Portal for engaging service provider for providing man power (Conservancy services like cleaning/sweeping jobs etc) through service contract reg.

Sir/madam

Kendriya Vidyalaya Gangrani District Kushinagar is a civil sector Vidyalaya administered by Kendriya Vidyalaya Sangathan. The Kendriya Vidyalaya Sangathan, a centrally funded autonomous body, is a society registered under society registration act 1860. The Sangathan administers the scheme of Kendriya Vidyalaya set up for imparting education to the children of transferable central Govt. /projects/defence employees among others.

2. Competitive bids are invited on GeM Portal by the Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) from the reputed/ registered service provider firm for providing man power for Conservancy services through service contract for a period of 01 year w.e.f. date of issue of work order (01 Feb 2021) as indicated below:-

2.A. Area/location of the Vidyalaya : 2 Acre (building area and ground) having approximately 10 rooms and 03 Toilet rooms, meeting room ,corridors, stairs, gardens and open area as well as enclosed surrounding area by the boundary walls.  
Parties are advised to see the location.

Address of the Vidyalaya : KENDRIYA VIDYALAYA GANGRANI DISTRICT KUSHINAGAR  
UDIT NARAYAN INTER COLLEGE CAMPUS  
P.O. PADRAUNA ,DISTT. KUSHINAGAR (UP) PIN 274304

**2.B. Man Power requirement**

S.No	Category of man power	Minimum qualification	Number of personnel required in the shifts	Sex	As per the following schedule
1.	Conservancy services	Class V Pass/literate	01(one)	Male/Female	From 7:00 AM to 11:40 AM and 12:10PM to 3:30 PM





Total one male/female Conservancy worker per day, from 7:00AM to 11:40 AM and 12:10 PM to 3:30 PM, for complete month, except for Sunday is required. Only one Conservancy worker will be required from 7:00 am to 11:40am and 12:10 pm to 3:30 pm in summer vacation, autumn and winter breaks, except for Sunday and Second Saturday.

Arrival timing will be flexible as per Vidyalaya timing as intimated by order from time to time. Total working hour will be 08 hour per day. **Extra man power up to 3 men and 01 female may be required if this Kendriya Vidyalaya is shifted to New Building at Gangrani District Kushinagar. A separate work order will be issued at the time of such requirement.**

An outline of the task to be carried out by the man power provided is detailed as under which will be completed in supervision of contractor as per the requirement of the Vidyalaya :-

S.no.	Category of man power	Responsibilities
1.	Conservancy worker for cleaning/sweeping/jobs etc.	As given in Annexure (I) of account code (Copy attached) page 242 to 245. Regular cleaning and washing of all rooms of the school, classrooms, covered places, toilets, prayer ground, meeting place, open-closed auditorium, sports grounds, drainage sites, windows, doors, glass pan, fan wings, drinking – water places etc. Regular cutting and maintenance of all types of bush, grass etc .

### 3. Quoted price

a) The bidder shall quote unit rate per month (26 days) for services charges including profit & administrative charges on GeM portal.

The minimum daily wages which will be equal to the maximum of the two minimum wages viz.– 1. Central govt. Labour commissioner rate 2. Collector rate for Distt. Kushinagar (U.P.) as declared time to time for conservancy workers will be payable on monthly basis (26 days). EPF, ESI will be paid at the rate applicable. Any other tax liable to be paid by the client shall be quoted by the bidder separately.

b) Service tax (GST) is not applicable for services provided to educational institutions.

[Section 93(1) of the Finance Act, 1994 (Circular No. 172/7/2013-ST Govt. of India, Ministry of Finance Dept. of Revenue Central Board of Excise & Customs Tax Research Unit order No. B1/14/2013-TRU, dated 19/09/2013.)]

c) The rate quoted shall be fixed for the duration of the contract and shall not be subjected to adjustment except the statutory provisions, if amended.

In case of change in rate due to statutory provisions only such changes will be accepted and not any additional liability i.e. % of profit/service charge's etc. As such the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

d) Submission of Earnest money (EMD) is **exempted for all** including MSME / SSI / Udyog Aadhaar registered conservancy firms if documentary proof has been uploaded.





- c) The selected firm has to furnish performance security, within three days of award of work order, in the form of account payee DD/Pay Order of an amount of 10% of estimated cost for 12 months in favour of "KENDRIYA VIDYALAYA GANGRANI VVN A/C" payable at Padrauna, Kushinagar (U.P.). Performance security will be released after 60 days of successful completion of work. The earnest money of successful bidder will be returned only after the performance security is submitted by the contracting agency.
- d) Each page of technical bid document must be properly signed and uploaded by the bidder.
- e) The bidder shall quote Monthly service charges including overhead and profit in commercial bid on GeM portal and this should not be zero.

**4. Only one bid will accepted by each bidder on GeM portal.**

**5. Validity of the bid:-**The bid shall remain valid for a period not less than 30 days after the dead line fixed for submission of bids.

**6. Terms and conditions:**

- a. In case of Partnership firm it should be in accordance with The Partnership act 1932 (as amended from time to time)
- b. The contracting agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees through pay advise to bank by RTGS/NEFT in the account of his deployed employees along with submission of copy of bank passbook statement of his employees & Firm as proof of payment of salary.
- c. The Contractor shall be directly responsible for the payment of wages, will include such other benefits as applicable to its employees under the relevant Acts and Regulations i.e. minimum wages which must be equal to the maximum of the two minimum wages – 1. Central govt. labour commissioner rate 2. Collector rate for Distt. Kushinagar (U.P.) as declared time to time **without any deduction** except the statutory provisions. The Kendriya Vidyalaya Gangrani District Kushinagar, shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
- d. The contracting agency will submit the invoice/bill by the 10<sup>th</sup> of every succeeding month along with proof of disbursement in after making the payment to the employees provided in the office/premises of Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) supported with the following documents :-
  - I. Details of monthly disbursement made to the staff furnishing pay advice to bank for RTGS/NEFT in the account of his deployed employees along with copy of up-to-date bank passbook statement for each payment.
  - II. Daily wages register properly signed by deployed employees and countersigned by representative of contractor.
  - III. Proof of payment of statutory obligation such as EPF, ESI, and any other applicable tax. Verification of payment of EPF, ESI will be done through web-





sites of EPF & ESI along with messages received on mobile phone of deployed employees before releasing payment of these statutory obligations.

Payment to the contracting agency will be released within 15 days from the date of the receipt of the invoice complete in all respect.

- e. 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.
- f. The contracting agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the indenter/client.
- g. It is mandatory for the Contracting Agency to submit the attested copy of valid registrations obtained from the authorized/competent department of Uttar Pradesh/Central govt. for deploying *conservancy workers*, failing which the bid will be treated as disqualified/non-responsive.
- h. The normal Vidyalaya /office hour of Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) is from 07:25 a.m. to 3:00 p.m. six days from Monday to Saturday .However the Contracting Agency will provide *conservancy workers like* cleaning/sweeping/jobs etc. **from 7:00AM to 11:40 AM and 12:10PM to 3:30PM** in a month, except for Sunday and Second Saturday unless & otherwise required on written requisition, according to the duty timing & number of workers as shown at pre-pages/above. Except for Sunday and Second Saturday only one *conservancy workers* will be required from 7:00 am to 11:40am and 12:10 pm to 3:30 pm in summer vacation, autumn and winter breaks. Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated for the extra manpower provided, by the indenter as per the rate quoted.
- i. In case of absence on any working day, Monthly remuneration will be regulated as per following formula-

Total monthly remuneration =monthly remuneration - A<sub>1</sub>

Where

$$A_1 = \frac{\text{monthly Remuneration}}{\text{Nos. Days in the Month}} \times \text{Nos. of days of absence}$$

Over time rate will be in proportionate with the normal duty time hour rate as per daily wages rates

- j. The Candidates/Manpower provided by the contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya Gangrani District Kushinagar (U.P.). 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 Gangrani District Kushinagar (U.P.). In case, none is found suitable then additional bio data shall be made available by the contracting agency, promptly i.e. within 24 hours.

- k. The contracting agency will be required to sign a contract with the Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) in Rs. 100/- Non Judicial Stamp Paper as per the model contract enclosed (**Annexure-B**) 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.**
- l. In case of any loss, theft /sabotage caused by/attribution to the personnel deployed, the Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) reserves the right to claim and recover damages from contracting agency.
- m. **The antecedents of all the workers must be got verified from the police by the contracting agency and submitted to intendor before deployment for the work.**
- n. Contracting agency will deploy the trend/professional *conservancy workers* of minimum age 21 years & below the age of 50 years as well as physically fit and mentally alert. The contracting agency will also ensure that the *conservancy workers* are free from any infectious disease before deployment for work.
- o. Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) shall provide a small room for goods and *conservancy workers* services tools. No name plate of agency shall be allowed on the room and nobody from contracting agency side will be allowed to stay in the Vidyalaya campus except the staff of contracting agency on duty.
- p. The contracting agency shall provide its *conservancy workers* with impressive summer uniform as well as winter uniform with insignia.
- q. TDS will be deducted from monthly payment to contractor as per rules which will be borne by the contracting agency. In no case deduction from daily wages of workers for the days of presence will be allowed.
- r. All the conditions as per Annexure-I of account code KVS page 242 to 245 (copy attached) will also be applicable.

#### **7. Penalty Clause -**

- a. The replacement of a worker on account of absence/unsuitability for Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) shall be made within 24 hours. Contracting agency will be **penalized by Rs.100 (Rs. One Hundred only) per day per manpower** in case of absence of one or more than one manpower on a particular





day or continuous absence for more than one day by any one manpower without replacement for absence and this amount will be adjusted by the bill of contracting agency. In no case deduction from daily wages of workers for the days of presence will be allowed.

#### 8. Evaluation of bid:-

Every bidder needs to upload Technical bid and one Commercial bid on GeM portal with following details :-

##### 8(A). Technical bid:

The bids will be treated as responsive if the following documents are uploaded and properly signed and confirms to the terms and condition in the following manner –

- I. Properly filled Annexur "A" Signed and uploaded on GeM portal.
- II. Submission of EMD is **exempted for all** including MSME / SSI / Udyog Aadhaar registered conservancy firms if documentary proof has been uploaded.
- III. **Live and valid Registration issued from competent authority to supply conservancy workers.**
- IV. Self attested live Establishment Registration certificates.
- V. Self attested Latest copy of proof of EPF Registration.
- VI. Self attested Latest copy of proof of ESI Registration.
- VII. Self attested Live Pan No. along with photocopy and current Income tax clearance certificate.
- VIII. Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature (**conservancy services** in schools) and magnitude in the last three years
- IX. List of clientele during last 3 years along with cost of assignment and attested copy of Experience certificates.
- X. Self attested Copy of any other documents which supports the good performance of the firm.

##### 8(B). Commercial bid:-

The commercial bid will be examined only for those bidders who are technically satisfied by the Vidyalaya committee through their technical bid. The evaluation and comparison of properly signed substantially responsive bids will be done on the following basis-

- I. The bidder shall quote unit rate per month on commercial bid on GeM portal which shall comprise of services charges including profit & administrative charges and this should not be Zero.



- II. The evaluation will be done for services charges including profit & administrative charges. Indentor office will award the contract to the lowest evaluated responsive bidder.

**9. Award of contract:**

- a) The indentor will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest price as per Para 8(B).
- b) The indentor reserves the right at the time of award of contract to increase and decrease the requirement of manpower indicated in Para 2.B above.
- c) The indentor, prior to the expiration of the bid validity period will notify the bidder whose bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- d) Notwithstanding the above, the indentor reserves the right to accept or reject all bids and to cancel the bidding process and reject all bids at any time prior to the award of the contract

**10. Last date and time of receipts of bids:**

You are requested to submit the bid *for providing conservancy workers in Kendriya Vidyalaya Gangrani District Kushinagar (U.P.) on service charge basis* on GeM portal till 16.01.2021.

**11. Opening of bid: -**

The bids will be opened by the Vidyalaya tender committee notified for this purpose after last date and time of submission of Bid on GeM portal .

The indentor looks forward to receive the bid on GeM portal only and appreciate the interest of the service provider in the *Kendriya Vidyalaya Gangrani District Kushinagar*.

Yours faithfully-

Signature -

Name:-Sandeep Kumar Pandey

Designation:- Principal

For and on behalf of the

Kendriya Vidyalaya Gangrani District Kushinagar

*Sandeep*  
02/01/2021  
सन्दीप कुमार पाण्डेय  
प्रधान  
केंद्रीय विद्यालय गंगरानी  
अंचल-उत्तरप्रदेश



अंडरटेकिंग /Undertaking

हम केंद्रीय विद्यालय गांगरानी जनपद कुशीनगर में साफ-सफाई कर्मों के जनशक्ति सेवा प्रदान करने , निविदा के नियमों और शर्तों का पालन करने और साथ ही संलग्न प्रारूप में समझौते में शामिल होने के लिए सहमत हैं।

We agree to provide the conservancy service manpower to Kendriya Vidyaalay Gangrani District Kushinagar and to abide by the terms & conditions in the tender document and also agree to enter into the agreement in the format enclosed.

(निविदादाता Bidder)

हस्ताक्षर Signature:.....

नाम Name:.....

दिनांक और समय

Date & Time.....



**AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES FOR  
CONSERVANCY IN KENDRIYA VIDYALAYA**

**THIS AGREEMENT** is made the 01 day of Feb of 2021 between the Kendriya Vidyalaya Gangrani District Kushinagar {Name of the Vidyalaya} {hereinafter called the Vidyalaya} of the one part, and \_\_\_\_\_ {Name of the Contractor} {hereinafter called the Contractor} of the other part.

**Whereas**, the Vidyalaya desires to have certain services as mentioned in the Appendix-I to this Agreement executed on the basis of specification / schedule / rates and each of which documents has been kept signed in duplicate by on behalf of the parties hereto for the purpose of identification and shall be treated as part or parts of this Agreement.

Now, it is hereby agreed by and between the parties as follows:

1. For the consideration hereinafter mentioned, the contractor shall, upon and subject to the condition annexed hereto, execute and complete the works as shown and described.
2. That this Agreement / contract is valid for a period of One Year w.e.f. 01.02.2021 to 31.01.2022
3. The Vidyalaya will pay the contractor a lump-sum amount as per tender commercial bid {or such other sum as shall become due and payable hereunder} in accordance with the rates or acceptance of the schedule rates at the time and in the manner specified in the conditions:-

**CONDITIONS:-**

1. The said contractor shall execute / provide the services as mentioned in Appendix-I with his own efforts and labour according to the directions of the Vidyalaya or its duly appointed person / against given from time to time.
2. The said contractor shall during the currency of the agreement provide such labour as is required for carrying out the services as contained in the Appendix-I.
3. The said contractor shall execute the said services under his direct personal supervision and in the best workman like manner and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya, which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
4. The Vidyalaya shall pay to the said contractor on the 10<sup>th</sup> day of each month against his running bills 50% of such sum as he claims or entitled to on the satisfaction of services rendered and according to the approved rates mentioned in the schedule / rates appended hereto.
5. The Vidyalaya shall not be liable to pay any sum of money to the contractor or anyone else claiming under this contract over and above what is payable under this contract to the contractor.
6. All moneys which the said contractor shall be liable to pay the Vidyalaya on account of the breach of this agreement / contract or on any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which may be due to the said contractor on account of the carrying out the services of the contractor.
7. The contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by the students or employees of the Vidyalaya or anyone else in the Vidyalaya, caused directly or indirectly by anyone in the employment of the contractor or any person claiming to be employed with the contractor or any person claiming to be the agent of the contractor etc. while in or upon the services being rendered out of any act, default or negligence, error in judgement on his part.
8. The Vidyalaya shall be entitled to determine this agreement / contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and / or neglects to carry out instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction of the Vidyalaya regarding the performance and proper execution of the services.
9. In case of termination of this Agreement or contract and / or discharge of the contractor as here-in-before stipulated, the Vidyalaya shall be entitled to appoint a new contractor or contractors to





continue according to the Vidyalaya's specifications and authorise the contractor / contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interest whatsoever under this Agreement or Contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of all his bills.

10. The contractor shall, at all point of time, during the currency of the Agreement / Contract, follow the laws applicable for the purpose of carrying out the services for the Vidyalaya.
11. The contractor shall carry out any work that may arise directly or indirectly for executing the services which may be incidental for the purpose of rendering the said services.
12. In case any dispute or difference shall arise between the parties during the currency of or after the agreement / contract has come to an end after the period of this agreement gets over whichever is earlier or abandonment of the work / services as to the meaning of this contract or touching or relating either to the services or to any other matter or thing arising directly or indirectly under this agreement/contract, then and in such an event, the same shall be referred to Arbitrator and the final decision of a single Arbitrator to be appointed by the Vidyalaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

IN WITNESS WHEREOF THE SAID VIDYALAYA AND THE CONTRACTOR HAVE HERETO RESPECTIVELY SIGNED ON THE 01 DAY AND FEB MONTH AND 2021 YEAR.

**PARTIES**

For and on behalf of KVS INDENTING OFFICE

Signature .....  
Name .....  
Designation .....  
Seal .....

For and on behalf of CONTRACTING AGENCY

Signature .....  
Name .....  
Designation .....  
Seal .....

**WITNESS (NAME AND ADDRESS)**

1. (Signature).....  
(Name) .....  
(Address) .....  
.....  
.....  
2. (Signature).....  
(Name) .....  
(Address) .....  
.....  
.....

**WITNESS (NAME AND ADDRESS)**

1. (Signature).....  
(Name) .....  
(Address) .....  
.....  
.....  
2. (Signature).....  
(Name) .....  
(Address) .....  
.....  
.....



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

- |    |   |  |
|----|---|--|
| 1. | Name of the Kendriya Vidyalaya :                                    | Kendriya Vidyalaya Gangrani District Kushinagar  |
| 2. | Address / Location of the Building :                                | UDIT NARAYAN INTER COLLEGE CAMPUS<br>P.O. PADRAUNA ,DISTT. KUSHINAGAR (UP) Pin 274304  |
| 3. | Area of the Building<br>Including open space                        | : 2 Acres  |
| 4. | No. of days during the month<br>For which the Services are required | : All days except Sunday and Gazetted<br>holidays, unless otherwise required on<br>written requisition. Additional charges for cleaning /<br>sweeping etc. on holiday(s) whenever required will be<br>payable. |

**SCOPE OF WORK:-**

**A. Daily work (from 7 A.M. to 12.30 P.M. and 1.30 P.M. to 3.30 P.M. or as may be decided by the Vidyalaya).**

- (1) Sweeping of entire areas of the school building and surrounding of building and collection of all waste material from the Vidyalaya premises and its surroundings and disposal of the same as per instructions of the Principal.
- (2) Cleaning of the floor area with wet floor dusters and detergents disinfectants etc. once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. Spray of flit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
- (3) Cleaning and washing of toilets and urinals using deodorants, detergents and disinfectants once in the morning, once after the recess and again in the afternoon or as may be specified by the Principal.
- (4) Cleaning of carpets, Durries etc.
- (5) In case of shortage of water or non-availability of water, bringing water from outside for cleaning.
- (6) Sweeping and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.
- (7) Regular dusting / cleaning of furniture (table and chair) and equipments, telephones, book cases filling cabinets, almirahs and doors and windows in class rooms, all other rooms and other spaces of the school every day before opening of the school.
- (8) Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls / cakes and odonil cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available near each washbasin in the building.
- (9) The choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
- (10) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.

**B. Items of work to be done Generally once in a week.**

- (1) Washing and scrubbing of floor areas with detergents and dirt removing agent.
- (2) Acid cleaning of sanitary wades, without damaging their shines.
- (3) Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- (4) Cleaning of filled surfaces in the corridors and staircases.





- (5) Cleaning of water storage tanks and water coolers, if any.
- (6) Polishing of brass name plates and number plates and cleaning of all other name plates / Boards.
- (7) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical / agents and cleaning of partition panelling etc.
- (8) Removal of cobwebs in all rooms and other spaces of the school.

**C. Requirements from the Staff of the Agency : their Duties: Behavior etc.**

- (1) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- (2) The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.
- (3) The contractor's workers shall be polite, courteous, well behaved and honest.
- (4) The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- (5) **The character and antecedents of all the workers will be got verified from Police by the Agency / Contractor before deployment for work and the Contractor will have to issue a Photo ID card for its employees.**
- (6) The contractor's workers shall not enter into any unlawful activity within the Kendriya Vidyalaya premises and shall have a good moral character.
- (7) The Kendriya Vidyalaya shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor's workers.
- (8) The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the State Government and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The contractor has to render a certificate on monthly basis that Minimum Wages are paid to the workers employed by him.
- (9) **Insurance and accident risks of the workers will be the responsibility of the contractor.**
- (10) All the workers of the Contractor should be free from infectious diseases.
- (11) The Contractor will ensure that proper licence / permission from the concerned authorities, wherever applicable, are obtained promptly.
- (12) The contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
- (13) The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- (14) The Kendriya Vidyalaya reserves the right to order any worker of the contractor to leave the premises of the Kendriya Vidyalaya if his / her presence at any time is felt undesirable.

**D. General conditions.**

- (1) **Agreement :** For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the contractor.
- (2) **Terms of payment :** The Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya or a committee nominated by him "that the work has been done



satisfactorily". In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

- (3) **Room Facility:** The Kendriya Vidyalaya shall provide a small temporary room / space provided by the Sponsoring Agency for the supervisor and storage of material etc. to the contractor free of cost during the period of contract. No name plate of the contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

**E. Notice of Termination of Contract.**

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

**F. Stock and supplies.**

The contractor shall maintain sufficient stocks of various items such as towels, brooms, dusters, soaps, phenyl, detergent, odonil and naphthalene balls / cakes etc. so as to meet normal requirement.

**G. Supervision.**

The contractor shall authorise a person to supervise the cleaning and maintenance service who will report to the designated officer or any other office of the Kendriya Vidyalaya so authorised as and when he is required to do so by the Kendriya Vidyalaya.

**H. Rates.**

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

**I. Arbitration.**

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

**J. Jurisdiction.**

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

**PARTIES**

For and on behalf of KVS INDENTING OFFICE

Signature .....

Name .....

Designation .....

Seal .....

**WITNESS (NAME AND ADDRESS)**

1. (Signature) .....

(Name) .....

(Address) .....

2. (Signature) .....

(Name) .....

(Address) .....

For and on behalf of CONTRACTING AGENCY

Signature .....

Name .....

Designation .....

Seal .....

**WITNESS (NAME AND ADDRESS)**

1. (Signature) .....

(Name) .....

(Address) .....

2. (Signature) .....

(Name) .....

(Address) .....