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केन्द्रीय विद्यालय क. 1 कंकड़बाग

(भारत सरकार)  
(मानव संसाधन विकास मंत्रालय, शिक्षा विभाग)  
डाकघर: लोहिया नगर, कंकड़बाग  
पटना 800020 (बिहार)



SCHOOL NO. – 08048  
CBSE AFF.- 300003

Tel. 0612-2353788, 2355709 (O)  
061-2352488 (Res.)

KENDRIYA VIDYALAYA No. 1  
KANKARBAGH

(Government of India )  
(Ministry of HRD, Deptt. of Education)  
P.O :- Lohia Nagar, Kankarbagh  
PATNA – 800 020 ( BIHAR )

Ref No. 28029/KVP No.1 Patna/2021-22

Date: 01/02/2022

## **TENDER DOCUMENT**

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

Madam/Sir,

The Kendriya Vidyalaya No1 Kankarbagh, a centrally funded Autonomous Body, which is a Society registered under Societies' Registration Act, 1860. The Kendriya Vidyalaya No 1 Kankarbagh, Patna look after the academic, financial and administration function of all KVs situated in Bihar.

2. Sealed competitive Bids are invited by the Principal, Kendriya Vidyalaya No1 Kankarbagh, Patna 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. 01/03/2022, which may likely to be extended by another one year, as indicated below:

S. No.	Category of Manpower	Expected Nos.
1.	Conservancy Services	(Minimum 11 person)
2.	Security Services	(Minimum 12 person)
3.	Skilled Gardener	(Minimum 2 person)

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

3. Quoted Price :

- The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation only attached (Annexure - A).
- 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 etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- The Bidder shall deposit EMD Rs. 300000 (Three Lakh Only) , as stated in the bid, in the form of an account payee Demand Draft drawn in favour of " VVN KV K BAGH PATNA (FS)" payable at PATNA, as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

- (d) The selected firm has to deposit Performance security within 07 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.
4. Each Bidder must submit only one Bid.

5. Terms and Conditions:

- (a) The remuneration to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff directs them cheque/RTGS/NEFT, after obtaining authorization from engaged staff.
- (b) The Contracting Agency will ensure payment by the 7<sup>h</sup> of every succeeding month to their employees provided to the Kendriya Vidyalaya, No1, Kankarbagh, Patna's office/premises on satisfactory work/actual attendance of their employees as per the monthly remuneration without any deduction.
- (c) The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the Kendriya Vidyalaya, No1, Kankarbagh, Patna's on satisfactory work/actual attendance of their employees supported with the following documents: -
- (i) Details of disbursement made to the staff furnishing cheque/RTGS/NEFT details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI and any other applicable tax.
- (d) The Contracting Agency will provide Identity Card with mention of EPF/UAN and ESI numbers, to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (f) It is mandatory for the contracting agency to submit the attested copy of valid license obtained from the Home Department of States of Bihar under PSARA act, for running the business of private security agencies, failing which the bid will be treated as disqualified/non-responsive.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

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

$$\text{where } A_1 = \frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$$

*Nos. of days in the month*

- (h) The contracting Agency will be required to sign a contract with the Principal, Kendriya Vidyalaya, No1, Kankarbagh, Patna (who is Indenting Office) 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.
- (i) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the Kendriya Vidyalaya, No1, Kankarbagh, Patna, reserves the right to claim and recover damages from Contracting Agency.

- (j) The antecedents of all the workers will be got verified from the police by the Contracting Agency and submitted to Kendriya Vidyalaya, No1, Kankarbagh, Patna before deployment for work.
- (k) The Contracting Agency will deploy the trained security guards, who are physically & medically fit.
- (l) The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.
- (m) The contracting agency will get allotted with activated UAN(Universal Account Number) for all members/Staff duly linked with their mobile numbers so as to received SMS by them about EPF credits every month. Also ensure to get them e- passbooks from EPFO Website.

#### 7. Evaluation of Bid:

The offer will be in two parts TECHNICAL BID (Annexure A) & FINANCIAL BID (Annexure B), both the parts should be sent in separate sealed cover to the address:

**The Principal Kendriya Vidyalaya, No1, Kankarbagh Patna, Po-Lohiyanager, Kankarbagh Patna, Pin-800020** by Registered / Speed Post only.

The firm qualified in Technical Bid will be eligible for participation in opening of Financial Bid.

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 bid will be treated as non-responsive if following documents are not attached :-
  - (a) Attested copy of valid license under (PSARA Act.) by Bihar Government Private Security Agency Regulation Act obtained from the Home Department, States for running the business of private security agencies in Bihar.
  - (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.
  - (e) PAN 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 GST Registration.
  - (i) ISO Certificate for Manpower

The Bidder shall deposit EMD in the form Demand Draft drawn in favour of the VVN KV K BAGH PATNA (FS) , payable at PATNA as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

- (ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled staff as per extant rules shall render the Bid disqualified for evaluation. Also the rates for service charges/profit are quoted as NIL the bid will be treated unresponsive.

- (a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (c) The indentor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indentor reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
- (e) In case of tie the decision of committee will be final to award the contract.

8. Last date and time of receipt of Bids:-

You are requested to submit the Sealed Bids on 21/02/2022 latest by 02 PM. The bids will be opened at 11 AM on 22/02/2022 at Kendriya Vidyalaya, No1, Kankarbagh, Patna The Principal Chamber before the duly constituted committee and in the presence of present bidders, if attends the opening of bids. If the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money is to be deposited along with tender document.

The Indenter looks forward to receive the Bid in the format of TWO BID SYSTEM only and appreciate the interest of the service provider in the Kendriya Vidyalaya, No1, Kankarbagh, Patna

The Principal

**KENDRIYA VIDYALAYA No1 KANKARBAGH, PATNA****Last date of submission of BID= 21/02/2022 02:00 PM****Opening of BID = 22/02/2022 11:00 AM****FORM FOR TECHNICAL BID****For Security Guard (Without Arms), House- keeping (Conservancy) and a Gardener****Self-attested copies of each of the following documents are to be submitted compulsorily -**

1	Name and address of the Firm	
2	Nature of the Firm (Public/Private/Partnership/Proprietorship)	
3	Registration of the Firm (Attach documentary proof)	Attached or Not attached
4	Land line No. and Mobile No.& E mail-id/ Website	
5	Brief profile of the Company in the last 03 (three) years	Attached or Not attached
6	Audited Balance Sheet and Profit and Loss Account Last 3 Years	Attached or Not attached
7	Solvency Certificate from the Bankers for Rs 50 Lakh issued any time during Current Year i.e. after April, 2021	Attached or Not attached
8	List of clients during last two years along with their Supply Order	Attached or Not attached
9	Copy of GST No. and its clearance/return Certificate for last FY 2020-21	Attached or Not attached
10	Copy of PAN No. and Current IT clearance/return Certificate	Attached or Not attached
11	Attested copy of EPF registration	Attached or Not attached
12	Attested copy of ESI registration	Attached or Not attached
13	Attested copy of Labour License Certificate	Attached or Not attached
14	Valid PSARA Certificate obtained from Bihar Govt.	Attached or Not attached
15	An affidavit on non-judicial stamp paper of Rs.100 /- duly notarized will have to be submitted by the Firm declaring that the Firm has never been blacklisted.	Attached or Not attached
16	Specific achievement of the firm, if any	
17	DD of Rs. 500/- ( as Cost of Tender Form) Non-refundable	Attached or Not attached

(Note-1) Mere submission of bids will not guarantee for awarding of contract. Kendriya Vidyalaya, No1, Kankarbagh, Patna reserves the right to finally accept or reject the bids.

2) Please mention on the top of the sealed envelope "**APPLICATION FOR TECHNICAL BID FOR SECURITY GUARD (WITHOUT ARMS) ,HOUSE KEEPING (SWEEPING/CLEANING)& SKILLED GARDENER**"

Date:

Place:

Signature of Authorised Signatory

(Name) :

(Seal of the Firm)

**KENDRIYA VIDYALYA NO1,KANKARBAGH, PATNA-20****Last date of submission of BID= 21/02/2022 02:00 PM****Opening of BID = 22/02/2022 11:00 AM****FORMAT FOR FINANCIAL BID FOR SECURITY GUARD (WITHOUT ARMS)**

Particulars	Rate in %age(where applicable)	Amount
Unit daily wages (for one person)		
Unit monthly Wages (for 26 days of one person)		
EPF		
PF Admin Charges		
ESI		
Service Charges including overhead and profit (Should not be 'NIL' and according to letter dated 17.09.2014 of Ministry of Commerce & Industry, Govt. of India that – " <b><u>Service Charges quoted by the bidder necessarily has to be over and above Zero percent further Zero percent includes all derivates of Zero upto 0.9999 and thereof. Any Service Charge not adhering to the above guidelines will be considered unresponsive and such bid will not be considered.</u></b> ")		
Monthly unit rate (wages)		
Total monthly wages for 01 Guard		

Note: Rate quoted by the firm should be in conformity with latest minimum wages prescribed by the ministry of Labour, GoI and State Govt. whichever is higher as amended from time to time.

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.

**\*Note**

1) Mere submission of bids will not guarantee for awarding of contract. Kendriya Vidyalaya No1, Kankarbagh, Patna reserves the right to finally accept or reject the bids.

2) Please mention on the top of the sealed envelope "**FINANCIAL BID FOR SECURITY GUARD (WITHOUT ARMS)**"

Date: .....

Signature

Name:.....

Address: .....

.....

Seal of the firm

**KENDRIYA VIDYALYA NO1, KANKARBAGH, PATNA-20****Last date of submission of BID= 21/02/2022 02:00 PM****Opening of BID = 22/02/2022 11:00 AM****FORMAT FOR FINANCIAL BID FOR HOUSE KEEPING (SWEEPING/CLEANING)**

Particulars	Rate in %age	Amount
Unit daily wages (for one person)		
Unit monthly Gross Wages (for 26 days of one person)		
EPF		
PF Admin Charges		
ESI		
Service Charges including overhead and profit (Should not be 'NIL' and according to letter dated 17.09.2014 of Ministry of Commerce & Industry, Govt. of India that – <b><u>“Service Charges quoted by the bidder necessarily has to be over and above Zero percent further Zero percent includes al derivates of Zero upto 0.9999 andthereof. Any Service Charge not adhering to the above guidelines will be considered Unresponsive and such bid will not be considered.”</u></b> )		
Monthly unit rate (wages)		
Total monthly wages for 01 SWEEPER		

Note: Rate quoted by the firm should be in conformity with latest minimum wages prescribed by the ministry of Labour, GoI and State Govt. whichever is higher as amended from time to time.

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.

**\*Note**

- 1) Mere submission of bids will not guarantee for awarding of contract. Kendriya Vidyalaya No1, Kankarbagh, Patna reserves the right to finally accept or reject the bids.
- 2) Please mention on the top of the sealed envelope **“FINANCIAL BID FOR HOUSE KEEPING (SWEEPER) ”**

Date: .....

Signature

Name:.....

Address: .....

.....

Seal of the firm

**KENDRIYA VIDYALYA NO1, KANKARBAGH, PATNA-20****Last date of submission of BID= 21/02/2022 02:00 PM****Opening of BID = 22/02/2022 11:00 AM****FORMAT FOR FINANCIAL BID FOR SKILLED GARDENER**

Particulars	Rate in %age	Amount
Unit daily wages (for one person)		
Unit monthly Gross Wages (for 26 days of one person)		
EPF		
PF Admin Charges		
ESI		
Service Charges including overhead and profit (Should not be 'NIL' and according to letter dated 17.09.2014 of Ministry of Commerce & Industry, Govt. of India that – <b><u>“Service Charges quoted by the bidder necessarily has to be over and above Zero percent further Zero percent incudes al derivates of Zero upto 0.9999 andthereof. Any Service Charge not adhering to the above guidelines will be considered Unresponsive and such bid will not be considered.”</u></b> )		
Monthly unit rate (wages)		
Total monthly wages for 01 Skilled Gardener		

Note: Rate quoted by the firm should be in conformity with latest minimum wages prescribed by the ministry of Labour, GoI and State Govt. whichever is higher as amended from time to time.

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.

**\*Note**

- 1) Mere submission of bids will not guarantee for awarding of contract. Kendriya Vidyalaya No1, Kankarbagh, Patna reserves the right to finally accept or reject the bids.
- 2) Please mention on the top of the sealed envelope **“FINANCIAL BID FOR SKILLED GARDENER”**

Date: .....

Signature

Name:.....

Address: .....

.....

Seal of the firm



**TERMS AND CONDITIONS FOR SECURITY GUARD(WITHOUT ARMS)**  
**SERVICES**

- 1. Name of Office.: Kendriya Vidyalaya No1, Kankarbagh, Patna.**
- 2. Address/Location:-P.O:-Lohianagar, kankarbagh, Patna, Pin:-800020**

**Scope of work**

Providing round the clock security to office building & its surroundings

**Terms and conditions to be executed between the Agency and Kendriya Vidyalaya No1, Patna for providing security services.**

1. That the agency shall provide security arrangements for Office building/premises located at Kendriya Vidyalaya, No1, Kankarbagh, Patna with effect from 01/03/2022
2. That the agency would undertake to engage, employ and provide the requisite number of trained manpower for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking security measures of the said building/premises is of the agency and the Kendriya Vidyalaya No1 will not be liable to pay anything for the security lapses and the agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the agency shall provide complete continuous security measures throughout 24 hours by changing the personnel in rotation or replacement basis.
5. That the Kendriya Vidyalaya No1, Patna on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of One year till the date of termination of the contract.
6. That the tenure of the service agreement shall be initially for a period of One year with effect from 01/03/2022 and thereafter it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That Kendriya Vidyalaya No1, Patna on its part shall not be liable to pay any charges, dues. Compensation under any of the industrial loss or other loss applicable in this behalf to the personnel, which shall be the responsibility of the Agency only who shall be the employer of such personnel.
8. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya No1, Patna as per the Indian Arbitration Act. The seat of the arbitration shall be at Kendriya Vidyalaya No1, Patna and the proceedings shall be governed by the Indian Arbitration Act, 1940.

## OTHER TERMS & CONDITIONS

1. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc.
2. The tenderers shall be deemed to have studied the items, specifications and details of the services to be made within the time schedule attached and to have acquainted himself / themselves with the conditions attached. The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
3. The tender shall quote rates inclusive of all taxes etc. as applicable, whatsoever. The rates have to be for Kendriya Vidyalaya No1, Patna (Places to be mentioned in supply order). Incomplete / Conditional tenders are liable to be summarily rejected. However, it he undersigned reserves the right to decide on such a matter in the interest of the Kendriya Vidyalaya No1, if felt necessary.
4. The rates quoted by the contractor shall hold good and valid upto One year from the date of finalization of the tender, which may be extended for the one year depending upon the satisfaction of the Kendriya Vidyalaya No1, Patna. No amendment in the rate except increase in the rates of minimum wages changes in rates of EPF/ESI etc. during the period of execution of the contract will be accepted, except as amended at the Concerned ministry/department.
5. There should not be any overwriting or corrections in the tenders. If the figure is required to be amended, it should be neatly scored out, the revised figure written above and the same attested with signature and date otherwise the tender will be liable for summarily rejection.
6. It would not be binding upon the authority to accept the lowest tender. The authority reserves the right to accept the tender in whole or in part, as may be decided. Any dispute shall be subject to the jurisdiction of appropriate Hon'ble Court at Patna only.
7. The bidder must have valid license to run private Security services issued by the Dept. of Home, Govt. of Bihar.
8. Award of Contract:-
  - A. The contract will be awarded to the bidder whose quotation has been determined to be substantially responsive as decided by the committee formed for evaluation of bids.
  - B. The bidder whose bid is accepted will be notified of the award of the contract by the office, prior to expiration of the quotation validity period.
  - C. Payment will be made within 15 days after the delivery of Security Services and their acceptance on receipt of bills in duplicate.
    - a. Not with standing the above, the purchaser reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the contract.

The Principal

## AGREEMENT

I/We hereby undertake that the Quotation conditions and other terms & conditions mentioned in this document or any changed conditions prior to the dead-line for submission of Quotation shall be accepted to us and I/We shall abide by the same fully.

(Signature of Prop / manager)/full Name  
With Date / Rubber Stamp/of the firm.)

## TERMS AND CONDITIONS FOR HOUSE-KEEPING SERVICES

1. Name of office: Kendriya Vidyalaya No1, Kankarbagh, Patna.
2. Address/Location:-P.O:-Lohianagar, kankarbagh, Patna, Pin:-800020
3. Are of the Building/other Details:- 2 X 2800 Sq Mts Total Area of the School (Building) 07 Acres, 75 rooms and Boys toilets-13 & Girls toilets-13, Canteen corridors, stairs and open areas as well as enclosed surrounding areas on areas on the ground floor. Parties are advised to see the location.
4. No. of days during the month: all the days excluding Sundays.

Terms and conditions to be executed between the Agency and Kendriya Vidyalaya for providing House-Keeping Staff (Sweeper)

1. That the agency shall provide services for Kendriya Vidyalaya building/premises located at Kendriya Vidyalaya No1, Kankarbagh, Patna with effect from **01/03/2022**.
2. That the agency would undertake to engage, employ and provide the requisite number of trained sweepers for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That Kendriya Vidyalaya No1, Kankarbagh, Patna on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of One year till the date of termination of the contract.
5. That the tenure of the service agreement shall be initially for a period of one year with effect from **01/03/2022** and there after it shall continue till either side intends to terminate, giving two month's notice in advance to the other side or paying one month's dues in lieu of notice.
6. That the Kendriya Vidyalaya No1, Kankarbagh, Patna on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the sole responsibility of the Agency, only who shall be the employer of such personnel.
7. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya No1, Kankarbagh, Patna as per the Indian arbitration Act. The seat of the arbitration shall be at Kendriya Vidyalaya No1, Kankarbagh, Patna and the proceedings shall be governed by the Indian Arbitration Act, 1940, as amended time to time.
8. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc.
9. The tenderers shall be deemed to have studied the items, specifications and details of the services to be made within the time schedule attached and to have completely acquainted himself / themselves with the conditions attached. The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
10. The tender shall quote rates inclusive of all taxes etc. as applicable, whatsoever. The rates have to be for Kendriya Vidyalaya No1, Kankarbagh, Patna (Places to be mentioned in supply order). Incomplete / Conditional tenders are liable to be summarily rejected. However, the undersigned reserves the right to decide on such a matter in the interest of the Kendriya Vidyalaya No1, Kankarbagh, if felt necessary.
11. The rates quoted by the contractor shall hold good and valid upto One year from the date of finalization of the tender, which may be extended for the one year, depending upon the satisfaction of service provided to Kendriya Vidyalaya No1, Kankarbagh, Patna. No amendment in the rate except

increase in the rates of minimum wages changes in rates of EPF/ESI etc. during the period of execution of the contract will be accepted.

12. There should not be any over writing or corrections in the tenders. If the figure is required to be amended, it should be neatly scored out, the revised figure written above and the same attested with signature and date. Otherwise the tender will be liable for summarily rejection.
13. It would not be binding upon the authority to accept the lowest tender. The authority reserves the right to accept the tender in whole or in part, as may be decided. Any dispute shall be subject to the jurisdiction of appropriate Hon'ble Court at Patna only.

**14. PERFORMANCE SECURITY**

The eligible firm has to deposit performance security @ 5% applicable on annual turnover start of the work. value of contract

**15. AWARD OF CONTRACT:-**

- A. The committee will award the contract to the bidder whose quotation has been determined to be substantially responsive as decided by the committee.
- B. The bidder whose bid is accepted will be notified of the award of the contract by the office prior to expiration of the quotation validity period.
- C. Payment will be made within 15 days after the delivery of Security Services and their acceptance on receipt of bills in duplicate.
  - a. Not with standing the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the contract.

The Principal

**AGREEMENT**

I/We hereby undertake that the Quotation conditions and other terms & conditions mentioned in this document or any changed conditions prior to the dead line for submission of Quotation shall be accepted to us and I/We shall abide by the same fully.

(Signature of Prop / manager) full Name  
With Date / Rubber Stamp/of the firm.)

## **ANNEXURE-I**

### **Terms & Conditions**

1. The Kendriya Vidyalaya No1, Kankarbagh, Patna functions for five workingdays (Monday to Saturday) a week. Working hours would be normally from 06:00 A.M to 2:00 P.M (FS) and to 11:00 A.M. to 7:00 P.M (SS) during working days including half-hour lunch break in between. However, in exigencies of work.
2. The agency shall ensure that the persons deployed in the Kendriya Vidyalaya No1, Kankarbagh, Patna should not have any adverse police records/criminal cases against them the agency should make adequate enquiries about the character and antecedents ofthe person who they are deploying. The service provider will ensure verification of character and antecedents of the each personnel before their deployment after investigation by the local police, collecting proof of Identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certificate to this effect, needs to be submitted to the Kendriya Vidyalaya No1, Kankarbagh, Patna.
3. The service provider will also ensure that the personnel deployed are medically fit and will keep record or certificates of their medical fitness.
4. The persons deployed by the agency should be polite, cordial, positive and efficient, while doing their duty or in the office premises. the service provider shall be responsible for any act of indiscipline on the part of persons deployed by the agency. The service provider shall ensure proper conduct of its persons while on duty or in the office premises.
5. The service provider shall provide a substitute well in advance if there is any probability of the person going on leave for leaving the job due to his/her own personal reasons. The payment in respect of the overlapping Period of the substitute shall be the responsibility of the service provider.
6. The agency will be wholly and exclusively responsible for payment of wages to keep person engaged by it in compliance of all the statutory obligations under all relatedlegislations as applicable to it from time to time including Minimum Wages Act, Employee Provident Fund act ESI Act etc. and the Kendriya Kendriya Vidyalaya No1, Kankarbagh, Patna shall not hold any liability for any expenditure whatsoever on the person employed by the agency on account of any obligation thereof. The agency will be required to provide particulars of EPF and ESI contribution of its employee engaged in the Kendriya Vidyalaya No1, Kankarbagh, Patna.
7. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to this office viz. Kendriya Vidyalaya No1, Kankarbagh, Patna to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
8. The agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of Kendriya Vidyalaya No1, Kankarbagh, Patna or any other Authority established under the law.
9. Tax deduction at source (TDS) shall be deducted as per the provisions of income tax department as amended from time to time and a certificate to this effect may be obtained on demand from Kendriya Vidyalaya No1, Kankarbagh, Patna.
10. In case, the agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the department put to any loss/obligation, monetary or

otherwise, the Kendriya Vidyalaya No1, Kankarbagh, Patna will be liable to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.

11. Kendriya Vidyalaya No1, Kankarbagh, Patna shall not be liable for any loss, damage, theft, robbery or any personal belongings equipment or vehicles of the personnel of the service provider. Kendriya Vidyalaya No1, Kankarbagh, Patna also not be liable for any claims, financial or other injury to any person deployed by the service provider in the course of their performance of the duties, or for payment towards any compensation or in violation of traffic laws and the fine/Challan to this effect, shall be borne by the agency.
12. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this office, during the contract period, or, after expiry of the contract.
13. That the agency on its part and through its own resource shall ensure that the vehicle goods, materials and equipment's etc. are not damaged in the process of carrying out the service, undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its reply etc. if the Kendriya Vidyalaya No1, Kankarbagh, Patna suffers any loss or damage on account of negligence default or theft on the part of the employees agents of the agency then the agency shall be liable to reimburse to the Kendriya Vidyalaya No1, Kankarbagh, Patna for the same. The agency shall keep Kendriya Vidyalaya No1, Kankarbagh, Patna fully indemnified against any such loss or damage.
14. Kendriya Vidyalaya No1, Kankarbagh, Patna will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
15. The successful bidder shall furnish a performance security as applicable (5% of value of the contract) in the form of D.D./Bank Certificate in the name of **Kendriya Vidyalaya No1, Kankarbagh, Patna** for the period of contract the security deposit will be forfeited in case of supply of Manpower is delayed beyond the period stipulated by the Kendriya Vidyalaya No1, Kankarbagh, Patna for non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency besides annulment of the contract.
16. The successful bidder will enter into an agreement with the Kendriya Vidyalaya No1, Kankarbagh, Patna for supply of manpower as per requirement of the Kendriya Vidyalaya No1, Kankarbagh, Patna on these terms and conditions. The agreement will be valid for a period of One year commencing from and shall continue to be in the same manner, unless terminated in writing. The service charges/rates quoted by the Agency shall be fixed for a period of One year and no request for any change/modification except on the revision of the minimum wages by the government of India shall be entertained before expiry of the period of One year.
17. The service provider shall not assign, transfer, pledge or contract the performance or service without the prior written consent of Kendriya Vidyalaya No1, Kankarbagh, Patna.
18. However, the agreement can be terminated by the other party by giving one months' notice in writing in advance. If the agency fails to give the required notice within the stipulated period, one months' wages etc. and any amount due to the agency from Kendriya Vidyalaya No1, Kankarbagh, Patna shall be forfeited by the office.
19. That on expiry of the agreement as mentioned above, the agency would withdraw its personnel and clear his accounts by paying all the legitimate dues. In case of any dispute

- on account of the termination of employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
20. The conditional bids shall not be considered and will be out rightly rejected.
  21. In the event of any dispute touching any of the clause of the Agreement, the matter will be referred to the Kendriya Vidyalaya No1, Kankarbagh, Patna, whose decision shall be binding on both the parties.
  22. Kendriya Vidyalaya No1, Kankarbagh, Patna reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

The Principal

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**ANNEXURE-II**

1. I .....Son/Daughter/Wife of Shri/Smt. ....Proprietor/Director/Authorized signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender for providing a Staff Unarmed Security Guard, Housekeeping and skilled gardener to Kendriya Vidyalaya No1, (FS) Kankarbagh, Patna and undertake to abide by them.
3. The information documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
4. That our agency/firm has not been blacklisted by any organization.

.....  
Signature of authorized person  
Full Name :  
Seal :

Date:

Place:

: