**Tender form cost:-2000/-**

**TENDER DOCUMENT**

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

1. The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under societies ‘Registration Act, 1860. The Sangathan administers the scheme of Kendriya Vidyalaya set up for imparting education to the children of transferable central Govt. Employees among others.
2. Sealed competitive Bids are invited by the KV, NMR JNU CAMPUS NEW DELHI, 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. 01.05.2021 which may likely to be extended one more year if found to be satisfied, as indicated below.

|  |  |  |  |
| --- | --- | --- | --- |
| **S.**  **No.** | **Category of Manpower** | **Nos.** | **Minimum**  **qualifications or/and experience** |
| 1. | Security Services | (15 persons) | Class-VIII passed |

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

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Category of Manpower** | **Responsibilities** |
| 1. | Security Services | As mentioned in Annexure-I |

## 3.

|  |  |
| --- | --- |
| DATE & TIME OF TENDER DOCUMENT AVAILABLE IN WEBSITE  (www.newmehrauliroadjnu.kvs.ac.in) | 17.04.2021 - 10.00 hrs |
| LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT | UPTO 27-04-2021 (Tuesday) BY 16.00 hrs. |
| DATE & TIME FOR OPENING OF TENDER DOCUMENT – ***TECHNICAL / FINANCIAL BID*** | 29-04-2021 AT 02:00 HRS |

The tender form can be downloaded from the Kendriya Vidyalaya NMR JNU CAMPUS NEW DELHI website (www.newmehrauliroadjnu.kvs.ac.in) from 17-04-2021 to 27-04-2021 on payment Rs.2000/- (Rupees two thousand only) by Pay order drawn in favour of Principal KV NMR VVN A/C payable at SDA UBI Bank New Delhi.

The tender shall be accepted under bid system. The interested service providers are advised to submit technical and financial bids in sealed envelope subscribing **TECHNICAL / FINANCIAL BID** for providing **Security** deployment service to Principal, Kendriya Vidyalaya, NMR JNU CAMPUS NEW DELHI.

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

(Sudip Bajpai) Principal

**GENERAL TERMS & CONDITIONS**

1. **Quoted Price:**
   1. The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs and Service charges (including profit and administrative charges) in the format of quotation attached only (Annexure A to D). The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. % age of profit / service charges etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard. (Monthly remuneration will be 30 days for the security and 25 days for the other services for comparative statement purpose)
   2. The service tax is exempted vide Circular No.172/7/2013 – ST by Govt. of India for education institutions.
   3. Correction if any shall be made by crossing out, initialing, dating and rewriting.
   4. Bidder shall deposit Rs.2,00,000/- (Rupees Two Lac only) for Security Services, as Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favor of “Principal KV NMR JNU VVN A/C ” payable at SDA UBI Bank New Delhi along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
   5. Each Bidder must submit only one quotation for each service separately.
2. The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in sealed envelopes superscripting “**TECHNICAL/ FINANCIAL BID** FOR PROVIDING **SECURITY SERVICES”** to Kendriya Vidyalaya, NMR JNU CAMPUS NEW DELHI.
3. The successful tenderer will have to deposit performance security in the form of **D.D.** for an amount equivalent to **10%** of the net amount for one year. The performance security shall be submitted within 10 days from the date of Notification of Award. The performance security will be retained for a period of **90** (**ninety) days** beyond the date of cessation of the contract (initial one year) for completion of all contractual obligations of the bidder including warranty obligations and till providing the NOC from all the employees about the settling of their dues. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer as per new labour rates and will be returned as per the condition stated above.
4. Conditional bids shall not be considered and will be out rightly rejected.
5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the **Financial Bid Form**. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the **Technical Bid Application,** the same must be attested by the person authorized to sign the tender bids.
6. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **CERTIFICATE OF**

**REGISTRATION** of firm should also be enclosed along with the tender along with the name of authorized partner to interact with Kendriya Vidyalaya, NMR JNU NEW DELHI.

1. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.
2. The TECHNICAL & FINANCIAL BID shall be opened on the scheduled date and time (At

12.00 hrs. on 29-April-2021) in the Vidyalaya in the presence of the representatives of the Agency / firm if any, who wish to be present at the time of opening the tender.

1. The TECHNICAL BID if not qualified will be summarily rejected.
2. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/Autonomous Body/ PSUs/ Banks, etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc, the earnest money/ Security Deposit of the firm/ Agency will be forfeited and the bid/contract will be rejected/ cancelled.
3. No bidding firm will be allowed to withdraw its bids. If any firm intends to withdraw opening of technical bids, it’s Earnest Money (EMD) will be forfeited.
4. If after award of the contract, the successful bidder (L1) fails to provide required number of Security Guard, the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.
5. Telex, Email or Facsimile Bids are not acceptable.
6. The lowest bidder will be selected on the basis of rates, all categories (Security,) put together as per requirement.
7. The Bid shall remain valid for a period not less than 120 days after the deadline fixed for submission of Bids.
8. The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower.
9. The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
10. Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the biding process and reject all Bids at any time prior to the award of the contract.
11. The contract awarded shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, KV NMR JNU CAMPUS NEW DELHI, but not more than one year after review of performance.
12. The contract can be short closed without any prior notice on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, NMR JNU. The unsatisfactory service shall mean and include non-compliance and non- fulfillment of any of the contractual obligations by the Service Provider and or poor performance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to its notice in writing by the authority of Kendriya Vidyalaya, NMR JNU.
13. By virtue of this agreement, no relationship will be created between the Workers and Kendriya Vidyalaya, NMR JNU / KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its Security Guards meeting all statutory obligations and no complaints by any of its Security Guards in this regard will be entertained by the Kendriya Vidyalaya, NMR JNU CAMPUS NEW DELHI.
14. The agreement can be terminated earlier by giving one month written notice on Kendriya Vidyalaya, NMR JNU side and three months’ notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
15. The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya, NMR JNU. Therefore, minimum three-four bio-data shall be made available against each slot. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by Indenting Office. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for Kendriya Vidyalaya, NMR JNU, shall be made within 24 hours.
16. The workers should be physically and mentally fit. The Security Guard should be neatly dressed up with proper uniform and shoes.
17. The Contractor shall get the Security Guard screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya. Only physically fit Security Guard shall be deployed for duty by the Service Provider.
18. The Security Guard should be well versed with local languages.
19. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its Security Guard.
20. i) Rates of Remuneration for staff quoted below minimum wages applicable, as per **Central Govt**. **Labour Dept.** notification shall render the Bid disqualified from evaluation. The wages will be revised as per the statutory notification by the center govt. authorities and agency must submit the copy of the notification with request to revise the wages from the effective date. Any delay on the part of the agency, they will bear the expenses of paying arrears.
21. The evaluation will be done for all the services put together. Indenting Office will award the contract to the lowest evaluated responsive bidder as a whole.

### The Bid will be treated null and void, if it is quoted with “ZERO PERCENTAGE” service charges which should include Profit, providing uniform to all the employees, and all other overhead expenses too.

1. The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on Security Guard employed by it and deployed in Kendriya Vidyalaya, NMR JNU CAMPUS.
2. Verification of **CHARACTER AND ANTECEDENTS** of the Security Guard through **POLICE is mandatory** and shall be the responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter- alia that the Security persons provided are of good character, duly verified by the Police from security angle should be provided to the Vidyalaya immediately after award of Contract. The Security Guard shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
3. **Police Verification Report should be submitted to the Vidyalaya of all the workers engaged at KV NMR JNU for Security services.**
4. a) The normal office hours of the Principal, Kendriya Vidyalaya, NMR JNU CAMPUS NEW DELHI are Monday to Saturday 8.00 am to 5.00 pm (except Govt. holidays). However, Kendriya Vidyalaya, NMR JNU reserves the right to request the services on Saturday / Holiday / beyond office hours. The Contracting agency will be compensated by the Indenting Agency as per the rate quoted for OTA for working on Holiday / beyond office hours. However, overtime hours in a month will not exceed 54 hours.

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

*Total Monthly Remuneration = Monthly remuneration –A1*

where A*1* = *Monthly remuneration x No. of days of absence No. of days in the month*

1. Losses caused to the Vidyalaya due to negligence on the part of Security Guard will be recovered from the Agency/Contractor.
2. The Security Guard provided by the Service Provider should be well mannered, courteous and polite. The Security Guard staff should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya. The Vidyalaya shall not provide any accommodation or living facilities to the Security Guard.
3. During the period of leave of any of the Security Guard the Service Provider shall deploy another Security Guard with prior intimation to the Vidyalaya.
4. The Service Provider shall be responsible for complying with obligations under Income tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws, etc. The Service Provider shall be responsible for complying with obligations for damages to third party arising due to accident, etc.
5. All the employees employed should be allotted with UAN number provided by the EPF department within 15 days from the date of contract.
6. 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.
7. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract. Minor variations as per actual calculation will be borne by the contracting agency.
8. The quoted rates will be all inclusive of all charges, ***no GST/Service Tax as KV NMR JNU CAMPUS NEW DELHI is an educational institution,*** and no other charges will be paid extra.
9. The Service Provider shall authorize a person to supervise the security service who will report to the designated officer/ Principal of Kendriya Vidyalaya, NMR JNU. The Service Provider/ Supervisor shall report to the Vidyalaya as and when he is required by the Vidyalaya authority in connection with the Contract.
10. **The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory.**

th

1. The Contracting Agency will ensure payment by the 5 of every succeeding month to

their employees provided to the satisfactory work/actual attendance of their employees as per the monthly remuneration and OTA charges quoted without any deduction into their bank accounts or by cheque.

1. The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the satisfactory work/actual attendance of their employees supported with the following documents: -
   1. Details of disbursement made to the staff furnishing cheque details / bank deposit details for each payment,
   2. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.
2. No payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice along with all the proofs for payments as quoted above. All payments shall be made by cheque / RTGS / NEFT only.
3. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.
4. The Kendriya Vidyalaya reserves the right to order any worker of the Service Provider to leave the premises of the Kendriya Vidyalaya if his/her presence at any time if felt undesirable.
5. The selected agency/ Service Provider shall have to execute an agreement on non-judicial stamp paper of **Rs.100**/- to be signed by both the parties.
6. In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, NMR JNU. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be New Delhi. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at New Delhi.
7. Any other provision may be incorporated by the Vidyalaya authority. The same shall also be binding on the Service Provider/ Agency.

**PENALTY CLAUSE**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Violation** | **Penal amount per month (Rs.)** | | | **Remarks** |
| First  instance | Second  instance | Third  Instance |  |
| 01 | Absence of a Securities without deploying his/her  replacement | 500/- | 1000/- | 1500/- | For each violation. |
| 05 | Noncompliance of any other  terms & conditions | 500/- | 1000/- | 1500/- | For each violation. |

**UNDERTAKING**

I / We have gone through the contents of the general terms and conditions (point no.1 to 44) and penalty clauses of tender documents received from Kendriya Vidyalaya, NMR JNU for providing services of Security Service .I/We fully aware of the facts stated in the tender documents.

Signature of the proprietor / authorized signatory

Name……………………………………..

Seal……………………………………….

## Annexure – I

**TERMS AND CONDITION FOR SECURITY SERVICES**

* 1. Name of the KV : Kendriya Vidyalaya, NMR JNU CAMPUS
  2. Address/Location of the Building : Baba Gang Nath Marg Old JNU Campus New Delhi,

Pin code – 110067

* 1. Area of the Building : 17.00 Acres (Approx.)
  2. Area of the campus :
  3. No of days during the month for : All days (30 days to be calculated for the monthly bill

for comparative statement purpose)

## SCOPE OF WORK

Providing round the clock security service

(The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)

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

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/ premises and its primary branch located at IIT, NCERT, JNU New Delhi with effect from **(as per agreement).**
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available others can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/ premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it and it will be recovered from the Agency.
4. That the agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. The security staff employed will be responsible for locking and opening of all class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the Vidyalaya. The security staff will also be responsible for checking of water taps if left open. Any property left outside by school staff in any class room or office left unlocked by school staff should be reported to the Principal immediately. The Principal/VMC will have the right to assign any other security/safety related duties to the security staff employed by the agency.
6. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
7. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.

## Requirements from staff of the Agency and their duties, behavior etc.

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

## General Conditions:

* 1. ***Agreement:*** The agreement will be initially for one year and extendable for one more year with the consent of both parties and outstanding performance of the work done during last year by the contractor. The final decision will be taken by Indenting Office.
  2. ***Terms of payment:*** the Kendriya Vidyalaya shall pay the agreed amount to the contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

## Notice of Termination of contract.

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

## Supervision:

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

## 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.

## Jurisdiction:

The courts at the station (N.Delhi) will have jurisdiction over all legal disputes under this agreement.

I do hereby accept the terms and conditions mentioned above

Signature:

Name:

Seal of the firm

**TECHNICAL BID QUALIFICATION CRITERIA**

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

1. The Office of the Applicant/ Service Provider should be located within Delhi. (Proof of address to be provided)
2. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **certificate of registration of firm** should also be enclosed along with the tender.
3. The Agency must have a minimum’ of three years’ experience in providing Security Services to Central Government Departments/Autonomous Body/ State Govt/ Public Sector Companies/Banks. Proof of at least one contract relating to services to Central Government/State Governments/ Autonomous Body/ PSUs/Bank in last three years along with attested copies of the work order should be enclosed.
4. The Agency should have its own Bank Account. Certified copy of the Balance Sheet maintained for 2018-19, 2019-20 and 2020-21 issued by the Bank, shall be enclosed.
5. The Applicant’s agency (not individual) should be registered with **Service Tax department**. Certified copy of the registration shall be attached with the Bid document.
6. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.
7. **If it is found that the information/ certificates furnished by the participating firm is incorrect / wrong or bogus, the firm shall be deemed blacklisted and its bids will be ignored and Bid Security/ Performance Security will be forfeited.**
8. The evaluation of technical bid will be done by the committee. The decision of the committee will be final and binding on all the bidders.

## EVALUATION OF BID:

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

* + Registration Certificate of the firm.
  + Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years from the government bodies etc.,
  + Audited Balance Sheet & Profit and Loss Account of the last three years from 2019-20 to 2020-21.
  + Tax audit report of the last three years from 2017-18 to 2019-20.
  + List of clientele during last 3 years along with cost of assignment.
  + Self attested copy PAN/TAN No. and IT clearance certificate last three years from 2017-18 to 2019-20
  + Self attested copy of proof of EPF registration along with attested copies of challans for EPF payment for the year 2017-18 to 2019-20.
  + Self attested copy of proof of ESI registration & remittance to the department for year 2017-18 to 2019-20
  + Self attested copy of proof of Service Tax/GST Registration.
  + Self attested copy of Valid Labour License.
  + Earnest Money Deposit as applicable Rs.2,00,000/- in a form of DD
  + Attested copy of License / Renewal of License from home department.
  + Declaration on Non-Judicial Stamp Paper that all information given in tender is authentic and absolutely true. (As given below).

XXX

## Annexure - A

|  |  |  |
| --- | --- | --- |
| **PERFORMA FOR TECHNICAL BID SECURITY** | | |
| 1 | **Name of Agency** |  |
| 2 | **Nature of the concern: (i.e.** Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector  Organization) |  |
| 3 | Full Address **of Registered Office**  Telephone No. FAX No.  E-Mail Address |  |
| 4 | Full address of Operating/ Branch Office in Delhi  Telephone No. FAX No.  E-Mail Address |  |
| 5 | Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years 2017-18 to 2019-20)  Telephone Number of Banker |  |
| 6 | Registration No. / License No. of the Agency  (attach attested copy of the Registration) |  |
| 7 | Service Tax Registration No. (attach attested  copy of the Registration) |  |
| 8 | PAN No. of the Agency ( attach copy of card) |  |
| 9 | Details of major contracts handled in last 03  (three years) with government bodies. | Attach as per format- Appendix - I |
| 10 | Self- certificate for non-blacklisting and  Declaration | Attach as per format- Appendix - II & III |
| 11 | Total No’s of employees in the Agency |  |
| 12 | Annual Turnover 2017-18 2018-19  2019-20 | **Rs.**  **Rs.**  **Rs.** |
| 13 | Total Number of Working Experience in  Years |  |
| 14 | Tax Audit Report 2017-18 2018-19  2019-20 |  |
| 15 | Earnest Money of 2,00,000/- in favour of  “**Principal KV NMR VVN A/C”** payable at SDA UBI N. Delhi is to be enclosed. | DD/ Pay Order No………………. date………  Name of Bank & Branch…………..……………  …………………………………..…………..… |
| 16 | Acceptance of Terms & Conditions of tender documents. | Undertaking for general terms and conditions including penalty clause and Annexure - I to IV  for individual services |

**Signature of authorized person………….…………………**

**Date…………………...**

**Place……………………. Name………………………………………**

**Seal……………………….**

**Annexure - B**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PERFORMA FOR FINANCIAL BID – SECURITY** | | | | |
| 1 | Name of the Building  / Area with address | KENDRIYA VIDYALAYA, NMR JNU CAMPUS NEW DELHI | | |
| 2 | Area / Blocks | Area of KV : 17.00 Acres Approx  Office Block, Primary Block, Temporary Rooms, 3 branch IIT, NCERT, JNU, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with two gates.  (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the  Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents) | | |
| 3 | No. of days during the month for which  service is required. | 24 Hours security services on shift basis on all days.  (30 days will be calculated as monthly bill for comparative statement purpose) | | |
| 4 | No. of Securities  required in the Vidyalaya | **15 (Fifteen) 8 hours duty each.** | | |
| **Sl.**  **No.** | **Details** | | **Amount ( in Rupees) per Month (30 days)** | |
| **Securities ( Per person)** | |
| I. **FIXED (NOT NEGOTIABLE)** | | | **In figure** | **In Words** |
| 1 | Min. Wages per security as per notification from the Office of the Labour Commission of **Government of India** per Security.  (Labour Commissioner notification is to be enclosed). | |  |  |
| 2 | EPF (13%) on Basic | |  |  |
| 3 | ESI (3.25%) on Basic | |  |  |
| 4 | Service Tax, (Please enclose the proof of rate  of concerned authority) | | Not  applicable | Not  Applicable |
| II. **NEGOTIABLE** | | |  |  |
| 1 | Service charges in %age. | |  |  |
| III. **TOTAL MONTHLY CHARGES**  FOR EACH SECURITY ( I + II) | | |  |  |
| IV. **TOTAL MONTHLY CHARGES**  FOR 15 (Fifteen) SECURITIES | | |  |  |

In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

**Note:** The service charges shall be filled up in percentage. Payments shall be made on the basis of the rates in price bid quoted by the Agency.

Date………………………

Place………………..

Signature of Proprietor/authorized signatory………………………….

Name ……………………………………………...

Seal ……………………………………………….

## CHECK LIST FOR TECHNICAL BID

* 1. I /We have gone through the contents of the tender documents received from Kendriya Vidyalaya, NMR JNU for providing service of Security Services.
  2. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma is placed.
  3. Proof of address of the Agency is placed.
  4. Banker’s Certificate has been placed.
  5. Attested copy of Registration of Agency / license from home department is placed.
  6. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed.
  7. Attested copy of Registration with Service Tax is placed.
  8. Attested copy of PAN No. is placed.
  9. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith along with necessary enclosures.
  10. Appendix I to III, as prescribed, are duly filled in and are enclosed herewith along with necessary enclosures.
  11. Demand Draft Rs.2,00,000/- (Rupees Two Lac only) for Security services, in favour of ‘Principal KV NMR VVN A/C’ towards EMD is attached to the Technical Bid document.
  12. Any other document, not mentioned above is / are also enclosed.

Date………………………

Place………………..

Signature of Proprietor/authorized signatory………………………….

Name …………………………………………...

Seal ……………………………………………….

### Appendix - I

**DETAILS OF CONTRACTS FOR PAST THREE YEARS**

DETAILS OF MAJOR CONTRACTS WITH CENTRAL GOVERNMENT/AUTONOMOUS BODY/ STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING AGENCY FOR PROVIDING **CONSERVANCY/ HOUSE KEEPING SERVICES** DURING THE LAST THREE YEARS IN THE FOLLOWING FORMAT

(Attested copies of the last three years work award may be enclosed)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.  No. | Details of client along with address, telephone and FAX No. | Amount of Contract (.Lakh per  year) | Duration of Contract | |
| From (date) | To (date) |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

(If the space provided is insufficient, **a separate** sheet may be attached)

Date: ………….…….

Place………………..

Signature of Proprietor/authorized signatory………………………….

Name……………………………………………...

Seal ……………………………………………….

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

### Appendix - II

**Ref: F. No………………………………. Date…………………….**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/S………………………………………………………………..…

…………………………………………………………..….………………………….………….. (name & address of Agency/firm) is neither blacklisted by any Government Department/ Autonomous Body/ PSU nor any criminal case is registered against the firm.

Date: ………….…….

Place………………..

Signature of Proprietor/authorized signatory………………………….

Name ……………………………………………...

Seal ……………………………………………….

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

### Appendix - III

**DECLARACTION BY THE TENDERERS**:

I / We, hereby undertake that payment to the workers deployed by the Agency are being paid as per existing approved wages of **CENTRAL GOVERNMENT** and the Agency has been complying with all the statutory provisions in respect of the workers deployed.

Date………………………

Place………………..

Signature of Proprietor/authorized signatory………………………….

Name ……………………………………………...

Seal ……………………………………………….

MODEL AGREEMENT

## MODEL AGREEMENT FOR SERVICE CONTRACT

**(IT WILL BE CHANGED AS PER REQUIREMENT)**

## THE AGREEMENT

* + 1. THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya, NMR JNU Campus New Delhi (herein after called KV NMR JNU which expression shall where the context so admits include its successors and permitted assigns) of the one part, and
    2. [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

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

|  |  |  |  |
| --- | --- | --- | --- |
| (i)  (a) | Square Bracket [ [xxxxxxxx] | ] :  : | these brackets indicate the following;  replace the instruction by f i l l i n g in relevant text; |
| (b) | [xx/yy/zz] | : | among the options choose the applicable one (s) and delete the rest; |

(c) [clause/phrase/sentence] : optional, choose whichever

applicable to the specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

(i i) Ordinary Brackets (): these brackets are a part of the text and

are to be retained.

## DEFINITIONS

The agreement is general in nature wherein the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

## PREAMBLE

* + 1. WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the premises of KV NMR JNU [on/in/for] [name the area of service contract].
    2. WEHREAS KV NMR JNU at its premises located in New Delhi (hereinafter called the INDENTING OFFICE) is seeking service on contract for Conservancy, Security and Gardening [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

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

## SCOPE OF THE AGREEMENT

* + 1. The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACITNG AGENCY and INDENTING OFFICE /pertaining to the WORK.

## FINANCIAL ARRANGEMENTS

* + 1. In consideration of the work to the work to be carried out by the CONTRACTING AGENCY the KV NMR JNU shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

(i) Rs. \*\* per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.

\*\*Rs. For service contract on

## MODALITIES OF CONTRACT

* + 1. This contract is of the nature of service contract for a specified period and not labour contract.
    2. The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per Appendix - 1 to the Agreement.
    3. There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/identify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.
    4. For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per para 2 of the tender document.

## RESPONSIBILITIES OF CONTRACTING AGENCY

* + 1. CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower including material in the premises of the INDENTING OFFICE.
    2. This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.
    3. CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
    4. CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
    5. CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
    6. CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
    7. Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

## RESPONSIBILITIES OF THE INDENDING OFFICE

* + 1. INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
    2. INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to the performed.
    3. INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance.

## COMPLETION

* + 1. The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.

## CONFIDENTIALITY

* + 1. during the tenure of the Agreement and [……………………years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

## FORCE MAJERE

* + 1. Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force- majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

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

* + 1. The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.
    2. The Agreement shall be deemed to expire on completion of the period, as provided in para 1.8.1 unless extended by both the parties.
    3. During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [months] notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.
    4. In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.
    5. In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

## NOTICE

* + 1. All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the INDENTING OFFICE at its registered address at [New Delhi / name of the city],

## AMMENDMENTS OF THE AGREEMET

* + 1. No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the** date on which they are made/ executed, unless otherwise agreed to.

## ASSIGNMENT OF THE AGREEMENT

* + 1. The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## DISPUTE SETTLEMENT

* + 1. In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the Joint Commissioner (Admin.), Kendriya Vidyalaya Sangathan (HQ), New Delhi – 110067. The decision of the Joint Commissioner (Admin.), Kendriya Vidyalaya Sangathan (HQ), New Delhi – 110067 shall be final and binding on both the parties

## SEAL OF THE PARTIES

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

## Parties Parties

For and on behalf of KVS INDENTING OFFICE For and on behalf of Contracting Agency Signature …………………………………. Signature………………………..

Name ……………………………………… Name…………………………….

Designation ………………………………. Designation………………………

Seal ……………………………………….. Seal………………………………

Witness (Name and Address) Witness (Name and Address) 1. 1.

2. 2.