

Website: [kvboudh.org.in](http://kvboudh.org.in)

केन्द्रीय विद्यालय ब

पो - बौद्ध (७६२०१४)

जिला बौद्ध

स्थापना - २००७

(मानव संसाधन विकास मंत्रालय भारत सरकार के अधीन)



E-mail: [boudhkv@gmail.com](mailto:boudhkv@gmail.com)

KV Code: 2065, Stn. Code: 596, Region Code: 04

७६ & ७ (06841) 223222

**KENDRIYA VIDYALAYA BOUDH**

PO: Boudh – 762014

Distt. Boudh (Odisha)

Estt. 2007

(Under Min. of HRD, Govt. of India)

F.15089 /Tender/2065/KVB/2018-19/635

Dated: 28/05/2018

(Address)

## **TENDER DOCUMENT**

### **(GARDENING SERVICES)**

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

Sir/Madam,

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 Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the **Principal, Kendriya Vidyalaya, Boudh** from the registered Service Provider Firm for providing Manpower through service contract initially for the period **01 (One) year**, which may likely to be extended, as indicated below:

S.No	Category of Manpower	No	Minimum qualifications and experience
1	Gardener	1	8 <sup>th</sup> Class pass with experience in gardening

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

S.No	Category of Manpower	No	Responsibilities
1	Gardener	1	Gardening & grass cutting in the Vidyalaya campus

3. Quoted Price

- (a) 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 only attached (**Annexure-A**).
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) Hourly rate of OTA should not exceed monthly remuneration  
30X8
- (d) The rate quoted shall be fixed for the duration of contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (e) Correction if any shall be made by crossing out, initiating, dating and rewriting.
- (f) The bidder shall deposit **Rs.1000/- (One Thousand Only)** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD / Pay Order drawn in favour of VVN A/cs, Kendriya Vidyalaya, **Boudh** payable at **Boudh** as **Earnest money** along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of contract.
- (g) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of **10% of total payment** valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (h) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

5. Validity of Bid:

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

6. Terms and Conditions:

- (a) The remuneration shall be disbursed through cheque at **K.V. Boudh** premises in the presence of representative of the **Principal, K.V. Boudh** or its constituent.
- (b) The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees provided to the **Principal, K.V. Boudh** as per the monthly remuneration and OTA charges quoted 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 **Principal, Boudh** supported with the following documents.
  - (i) Details of disbursement made to the staff furnishing cheque details for each payment.
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

Payment to the Contracting Agency will be released within 15 days from the date of receipt of the invoice.

- (d) 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.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor / Client.
- (f) The normal office hours of KVS is from 7.00 am to 3.00 pm six days from Monday to Saturday. However KV 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 Saturday/Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.
- (g) 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, A1 =  $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

- (h) The candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-datas shall be made available against each slot in each category. The candidates may be invited for personal discussion also. No Conveyance or any other charges will be paid by the **Principal, K.V. Boudh**. 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 KV shall be made within 24 hours.

- (i) The Contracting Agency will be required to sign a contract with the **Principal, K.V. Boudh** 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 Model Agreement.
- (j) In case of any loss, theft / sabotage caused by attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.

7. Evaluation of 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) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
  - (b) Audited Balance Sheet & Profit and Loss Account.
  - (c) List of clientele during last 3 years along with cost of assignment.
  - (d) PAN No. and current IT clearance certificate.
  - (e) Attested copy of proof of EPF registration.
  - (f) Attested copy of proof of ESI registration.
  - (g) Attested copy of proof of Service Tax Registration.
  - (h) Attested copy of the valid Labour Licence obtained from the home department Govt. of Odisha/Central Govt.
  - (i) The agency should possess valid ISO 9001 certification for security, cleaning/sweeping (Conservancy) / housekeeping (Office), a copy of proof is required to be produced.
  - (j) The bidder shall deposit **Rs.1000/- (One Thousand Only)** in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD /Pay Order drawn in favour of VVN A/cs, Kendriya Vidyalaya **Boudh** payable at **Boudh** 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 of **Central Government rate**, applicable for **Gardening Services** shall render the Bid disqualified for evaluation.
- (iii) Adequate amount if not quoted towards service charges may render the Bid disqualification for evaluation.
- (iv) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

8. Award of Contract:

- (a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per Para 7.
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in Para 1 above.

(c) The Indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.

(d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.

9. Last date and time of receipt of Bids.

You are requested to submit the Sealed Bids superscribed on the envelope as “Bids for providing **GARDENING SERVICES** on service charges basis” due on **19.06.2018** latest by **3.00P.M.** through Registered post/ Speed post Sealed Bids will be opened on **21.06.2018 at 11.00 A.M.**

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the KV.

Yours faithfully,

**Principal**  
**K.V. Boudh**

# **AGREEMENT FOR SERVICE CONTRACT**

## **GARDENING SERVICES**

### **1.1 THE AGREEMENT**

1.1.1 THIS AGREEMENT MADE AND ENTERED INTO ON THIS [DATE] DAY OF [MONTH] [YEAR] 2018 between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through the **Principal, Kendriya Vidyalaya, Boudh** located at **Boudh** (herein after called **1<sup>st</sup> Part** which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 \_\_\_\_\_ [NAME OF THE CONTRACTING a 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.

### **DEFINITIONS**

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

### **1.2 PREAMBLE**

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] **Gardening Services** [define the present business /objective /activity of the CONTRACTING AGENCY ] **Security Agency** and is desirous of providing service to the **Kendriya Vidyalaya, Boudh**[on/in/for] [ name the area of service contract **Primary & Secondary building Garden in the Vidyalaya campus.**

1.2.2 WHEREAS **The Principal** at its **Kendriya Vidyalaya, Boudh** [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for **Gardening services in Primary and Secondary building** [name of the area of service of contract] as detailed in the Appendix-1 to the agreement (hereinafter called the WORK).

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

### **1.3 SCOPE OF THE AGREEMENT**

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

### **1.4 FINANCIAL ARRANGEMENTS**

- 1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the **Principal, Kendriya Vidyalaya, Boudh** shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount.
- (i) Rs \_\_\_\_\_ in words \_\_\_\_\_ **only for Service contract on Dt. \_\_\_\_\_ per month for 01 (One) gardener in Primary and Secondary building garden, if admissible with reference to the quotation** 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

## 1.5 MODALITIES OF CONTRACT

- 1.5.1 This contract is of the nature of service contract for a specified period and not labour contract.
- 1.5.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per **Appendix -1** to the Agreement.
- 1.5.3 There will be a Screening Committee for evaluation of the 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 the contract period. If at any state the Screening Committee find 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 served, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.
- 1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be same as applicable to the INDENTING OFFICE.

## 1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

- 1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix-1 to the Agreement by providing manpower in the premises of the INDENTING OFFICE.
- 1.6.2 THE CONTRACTING AGENCY shall complete the WORK within six months of date of receipt of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to the CONTRACTING AGENCY.
- 1.6.3 This period of completion of work will not be extended unless it for the reason beyond the control of the CONTRACTING AGENCY for a period of not exceeding six months.
- 1.6.4 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/ sick workers or otherwise on valid reasons.

- 1.6.5 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.6 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them Workers provided by CONTRACTING AGENCY, shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.7 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.8 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

## **1.7 RESPONSIBILITIES OF THE INDENTING OFFICE**

- 1.7.1 INDENTING OFFICE shall provide all the basic working date available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorated basis after deducting the days of absence without suitable replacement or poor performance.
- 1.7.4 INDENTING OFFICE will make payment of overtime charges per man hour on prorated basis with reference to the agreed rate in the contract.
- 1.7.5 INDENTING OFFICE will set up a Screening Committee for assessing the no of workers required for development and based on its recommendation and subject to such limits as prescribed, place demands with the CONTRACTING AGENCY. This Screening Committee will also evaluate the performance of the service deployed as stated vide provision 1.5.3.

## **1.8 COMPLETION**

- 1.8.1 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.



## 1.9 CONFIDENTIALITY

1.9.1 During the tenure of the Agreement from 15.08.2018 to 14.08.2019 years \ thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives /associates to maintain strict confidentiality and prevent disclose thereof of all the information and “date exchanged /generated pertaining to work under this Agreement for any purposes, other than in accordance with the Agreement.

## 2.1 FORCE MAJERE

2.1.1 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 of cessation. If the force major conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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

2.2.1 The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for the period up to 14.08.2019.

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

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

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

## 2.3 NOTICES

2.3.1 All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail 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 to the INDENTING OFFICE at its registered address at **Boudh** [name of the city].

2.4 **AMMENDMENTS OF THE AGREEMENT**

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

2.5 **ASSIGNMENT OF THE AGREEMENT**

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

2.6 **DISPUTE SETTLEMENT**

2.6.1 In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the **Chairman, VMC, K.V.Boudh**. The decision of the **Chairman, VMC, K.V Boudh** shall be final and binding on both the parties.

**SEAL OF THE PARTIES**

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

Parties

For and on behalf of KV Boudh  
INDENTING OFFICE

For and on behalf of CONTRACTING  
AGENCY

Signature.....

Signature.....

Name

Name.....

Designation PRINCIPAL

Designation.....

Seal.....

Seal.....

Witness (Name and Address)

Witness (Name and Address)

1.....

1.....

2.....

2.....

## Appendix-1 (Gardening)

### TERMS AND CONDITION FOR PROVIDING SERVICES OF GARDENING IN THE VIDYALAYA

1. Name of the KV : Kendriya Vidyalaya Boudh
2. Address/Location of the Building : At/Po/Dist-Boudh
3. Area of the Garden and Playground : 9.1 Acres (please visit the
4. No. of days during the month : All working days and as directed by the Vidyalaya.

#### SCOPE OF WORK

Developing, Maintenance, upkeep of gardens, play-fields and compound of the Vidyalaya and whatever the work assigned by the Principal.

#### Terms and Conditions for providing Services of Gardening in the Vidyalaya

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya premises located at BOUDH with effect from **(as per agreement)**.
2. That the agency would engage, employ and provide the requisite number of gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. 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 tenure of the service provide complete continuous gardening measures throughout the year to the Vidyalaya.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from 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 **(as per agreement)**. 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 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 employee 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 Boudh as per the Indian Arbitration Act. The seat of the arbitration shall be at BOUDH And the proceedings shall be governed by the Indian Arbitration Act. 1940.
9. The courts at the station will have jurisdiction over all legal disputes under this agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Seal of the firm