



एफ.38/केवि-न/2021-22/

दिनांक: _____

मैसर्स

विषय: सत्र 2021-22 हेतु विद्यालय की सफाई/सुरक्षा एवं बागवानी सेवाओं हेतु कोटेशन (टैण्डर फार्म)।
महोदय,

1 सफाई/सुरक्षा एवं बागवानी सेवाओं हेतु कोटेशन फर्म के लेटर पेड के साथ अपनी फर्म के रेट (सलगन प्रपत्र अ) में भरकर तथा विद्यालय द्वारा भेजी गई समस्त नियम व शर्तों (conditions) की प्रति ठेकेदार के द्वारा हस्ताक्षरीत व फर्म की मोहर अंकित कर सील बन्द लिफाफों में **पंजीकृत डाक** द्वारा दिनांक **10.01.2022 समय बाद दोपहर 02.00 बजे** तक विद्यालय कार्यालय में पहुंचनी अनिवार्य है। डाक में विलम्ब होने की जवाबदारी विद्यालय की नहीं होगी।

2- कोटेशन दिनांक **11.01.2022 समय दोपहर 12:00 बजे** खोली जायेगी।

3- कोटेशन फार्म में दिये गये नियमों व शर्तों तथा संलग्न अनुबन्ध 1,2 व 3 (Annexure,1,2,3) के अनुसार ही कोटेशन विद्यालय में जमा करनी होगी।

4- फर्म के रजिस्ट्रेशन /लेबर फर्म रजिस्ट्रेशन /**Service tax number , EPF & ESI registration number, PAN, TAN, Security License Registration with PSARA of Haryana State & Labour Contractor License Registration** के सम्बन्धित दस्तावेजों की प्रति कोटेशन के साथ लगाना अनिवार्य है। **License should be renewed upto date.**

5. **Firms who quote rate for Watch & Wards- Security Service must submit the proper license issued by competent authority for running business of private security agency operating in Haryana/Delhi & License should be renewed upto date.**

6- कोटेशन में किसी प्रकार की काट-छांट व ओवर राइटिंग (Cutting and over writing) नहीं होनी चाहिए। यदि किसी प्रकार की काट-छांट व ओवर राइटिंग (Cutting and over writing) होगी तो कोटेशन अस्वीकृत कर दी जायेगी।

7- कोटेशन स्वीकार होने पर एक वर्ष का अनुबन्ध होगा तथा ठेकेदार अनुबन्ध की सभी नियम व शर्तों (Terms & Condition) को स्वीकार करने के लिए बाध्य होगा।

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8- कोटेशन स्वीकार होने पर सम्पूर्ण वर्ष की अनुमानित राशि के अनुसार 10 प्रतिशत अमानत राशि (Security Deposit) के तौर पर अनुबन्ध से पूर्व विद्यालय में जमा करवाये जायेगे। तथा नियमानुसार आयकर की कटौती की जावेगी।

09- टेन्डर स्वीकृति के पश्चात फर्म/ठेकेदार द्वारा कोटेशन के नियम व शर्तों व अनुबन्ध की सभी/कोई नियम व शर्तों के नहीं मानने पर धरोहर राशि के साथ अमानत राशि जब्त कर ली जायेगी।

10- समस्त कर्मचारियों की पोशाक ठेकेदार द्वारा प्रदान की जायेगी। तथा कर्मचारी को उक्त पोशाक पहन कर प्रतिदिन विद्यालय में आना अनिवार्य होगा। चौकीदारी हेतु टॉर्च व (whistle Bamboo stick) ठेकेदार द्वारा प्रदान किये जायेगें।

11- ठेकेदार/फर्म द्वारा उपलब्ध करवाये कर्मचारी विद्यालय परिसर में धूम्रपान/मधपान निषेध होगा। तथा ऐसा करते पाये जाने पर फर्म/ठेकेदार के विरुद्ध नियमानुसार कार्यवाही की जायेगी। सभी कर्मचारियों को शारीरिक तथा मानसिक रूप से स्वस्थ होना अनिवार्य है।

12- उपरोक्त कार्य हेतु उपलब्ध करवाये गये कार्मिकों का चरित्र सत्यापन (**Police Verification**) ठेकेदार द्वारा करवाकर दिया जाना अनिवार्य है। कार्मिकों के बदली करने पर नये कार्मिकों की सूची अपने लेटर हैड पर मय चरित्र सत्यापन (**Police Verification**) देना अनिवार्य है तथा छावनी परिसर में प्रवेश करने हेतु अपने कार्मिकों के सुरक्षा पास (Security Pass) बनवाने की जिम्मेदारी ठेकेदार की होगी।

13- **सफाई कार्य:-(Cleaning and sweeping/House Keeping)** सम्पूर्ण विद्यालय परिसर, साईकिल स्टैण्ड, प्रार्थना स्थल विद्यालय, शौचालयों, विद्यालय भवन एवं विद्यालय कक्षाओं की डस्टिंग, आसपास की सफाई तथा संलग्न प्रपत्रानुसार अन्य कार्य हेतु 3 (Three) कार्मिक उपलब्ध करवाने होंगे (जिसमें एक महिला कर्मचारी को होना अनिवार्य होगा। जिनकी समस्त प्रकार की जिम्मेवारी ठेकेदार की होगी। सफाई कार्य के लिए आवश्यक सामान विद्यालय द्वारा उपलब्ध करवाया जायेगा। सफाई कार्य हेतु ठेकेदार सामान के बिना रेट भरें। सफाई कार्य केन्द्रीय विद्यालय भवन (vidyalaya Building) के अन्दर/बाहर तथा सम्पूर्ण विद्यालय परिसर:- (**Complete vidyalaya Campus**) में किया जायेगा।

नोट :- विद्यालय ग्रीष्मावकाश,(Summer vacation) शरद अवकाष (Winter Breaks), ऑटम अवकाष (Autmn Breaks) आदि लम्बे अवकाश के समय विद्यालय केवल एक अथवा विद्यालय की आवश्यकता अनुसार सफाई कर्मचारी को ही ड्यूटी पर रखेगा तथा उसी के अनुसार भुगतान करेगा।

14- **सुरक्षा कार्य :-(Watch and Ward duties)** सुरक्षा कार्य हेतु 03 (Three) कार्मिक 24 घण्टे (प्रति कार्मिक 08 घण्टे) संलग्न प्रपत्रानुसार उपलब्ध करवाने होंगे। विद्यालय की सम्पूर्ण सुरक्षा की जिम्मेदारी ठेकेदार की होगी। किसी भी प्रकार की कमी पाई जाने पर ठेकेदार से हुए नुकसान की भरपाई की जावेगी। सुरक्षा कार्य हेतु तीन चौकीदारी कार्मिकों को विद्यालय केम्पस के अन्दर आने वाले सभी प्रकार के जानवरों जैसे गाय/कुत्ता आदि को रोकना होगा।

15- **बागवानी :-(Gardening Service)** :- विद्यालय में बागवानी कार्य हेतु एक कुशल व अनुभवी बागवान कार्मिक की सेवा उपलब्ध करवानी होगी। विद्यालय की सम्पूर्ण बागवानी की जिम्मेदारी ठेकेदार की होगी। किसी भी प्रकार की कमी पाई जाने पर व ठेकेदार कर्म से हुए नुकसान की भरपाई ठेकेदार से की जायेगी। बागवानी कार्य हेतु एक कार्मिक संलग्न प्रपत्रानुसार उपलब्ध करवाना होगा। ठेकेदार का कर्मचारी यदि अनुपस्थित रहेगा तो उसी अनुसार बिल में से भुगतान काटा जायेगा।

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16- सफाई कार्य, चौकीदारी एवं बागवानी कार्य की निगरानी विद्यालय द्वारा नियुक्त समिति (Committee) के द्वारा किया जायेगा। यदि समिति जाँच के दौरान कोई भी कार्य/ सेवा सन्तोषजनक नहीं पाये जाने पर उस दिन का भुगतान नहीं किया जायेगा। सभी कार्मिकों को प्रतिदिन अपनी उपस्थिति विद्यालय कार्यलय में लगाये रजिस्टर पर अंकित करनी होगी।

17- विद्यालय के द्वारा नियुक्त निरीक्षण समिति के सदस्यों के द्वारा दिये गये कार्य सुधार के निर्देशों का पालन नहीं करने पर ठेका निरस्त किया जायेगा।

18- सुरक्षा कार्य :-(Watch and Ward duties) रेट प्रति व्यक्ति व प्रति माह के दर से देवें।

19- सफाई कार्य:-Cleaning and sweeping/House Keeping) – बागवानी :-(Gardening Service) रेट प्रति व्यक्ति प्रति माह के दर से देवें। उक्त सेवाओं हेतु केवल कार्यदिवसों का ही भुगतान किया जायेगा।

20 फर्म द्वारा तीनों सेवाओं (सुरक्षा, सफाई, बागवानी) हेतु अपनी फर्म के रेट/ दरें निर्धारित संलग्न प्रपत्र अ एवं (Format-A & B) में ही भरकर मय फर्म की मोहर व लेटर हैड के साथ भिजवाना अनिवार्य है।

21- किसी भी कार्मिक के अनुपस्थित (Absent) रहने पर नियमानुसार भुगतान काटा जायेगा।

22- ठेकेदार अपने किसी भी कार्मिक को राज्य सरकार/ केन्द्र सरकार के द्वारा निर्धारित न्यूनतम मजदूरी जो भी अधिक हो, से कम मजदूरी का भुगतान नहीं करेगा। तथा इस हेतु एक शपथ पत्र (Undertaking) विद्यालय में देना होगा कि, ठेकेदार/फर्म के द्वारा नियुक्त किसी भी कर्मचारी को राज्य/केन्द्र सरकार द्वारा निर्धारित न्यूनतम मजदूरी जो भी अधिक हो, से कम मजदूरी नहीं दी जा रही है।

23- ठेकेदार को प्रतिमाह भुगतान प्राप्त करने से पूर्व ठेकेदार को Copy of EPF/ESI/E-Pass Book/Proof of payment to Employees through Electronic mode विद्यालय को जमा करवानी होगी। टीडीएस की कटौती प्रतिमाह नियमानुसार की जावेगी।

24- अधोहस्ताक्षरकर्ता कोटेशन को पूर्ण या भागों में (Whole or Part) स्वीकार करने या रद्द करने का अधिकार रखता है। और किसी भी निम्नतम राशि की कोटेशन को स्वीकृत करने के लिए बाध्य नहीं है।

25- कोटेशन में दिये गये रेट एक वर्ष तक मान्य होंगे तथा दोनो पार्टियों की सहमति पर विद्यालय की आवश्यकता अनुसार कोटेशनों को अधिकतम एक वर्ष के लिए बढ़ाया जा सकता है।

26- इस कोटेशन के साथ (Pre-Contract Integrity pact proforma) भेजा जा रहा है इसके अन्तिम पृष्ठ पर फर्म के मालिक/ (Bidder) के हस्ताक्षर मय फर्म की मोहर के एवं दो गवाहों (witness) के हस्ताक्षर सहित फर्म की कोटेशन के साथ भेजा जाना अनिवार्य है। इसके बिना कोटेशन स्वीकार नहीं की जायेगी।

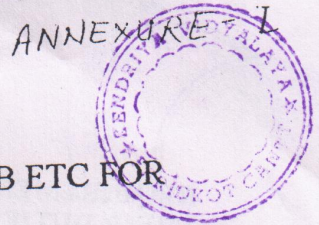
27- उपरोक्त दिये गये नियम व शर्तों के अनुसार कोटेशन नहीं पाये जाने पर कोटेशन को रद्द कर दिया जायेगा।

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28. कोटेशन के साथ धरोहर राशि (EMD) सुरक्षा गार्ड के लिए रू0 15000/-, सफाई कर्मचारियों के लिए रू0 15000/- व माली के लिए रू0 5000/- का डी0डी0 संलग्न करे जो कि VVN Fund A/C KV Nahara को देय हो।
29. विद्यालय की सफाई व्यवस्था/बागवानी/सुरक्षा की देखरेख (Supervision) ठेकेदार द्वारा स्वयं की जायेगी।
30. EPF, ESI राज्य सरकार/केन्द्रीय सरकार द्वारा निर्धारित न्यूनतम मज़दूरी पर 100% (शत प्रतिशत) देय होगा।

(आर.के.राज)
प्राचार्य

- संलग्न 1. दरें भरने हेतु प्रपत्र अ एवं ब (Format -A & B)
2. अनुबन्ध I/II/III की प्रति
 3. Pre-contract Integrity Pact proforma



3..
TERMS & CONDITIONS FOR CLEANING/SWEEPING JOB ETC FOR
KENDRIYA VIDYALAYA

SCOPE OF WORK DAILY & WEEKLY.

- A. Daily Work (from 7 AM to 12.30 PM and 1.30 PM to 5.30 PM or as decided by Vidyalaya)
1. Sweeping of entire area of the school building and surrounding of building and collection of all waste material and disposal of the same as per instructions of the Principal
 2. Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of the Vidyalaya and thereafter every 2 hours especially in the areas like corridors, stairs and reception etc. Spray of flit etc in the rooms for keeping the rooms free from mosquitoes, flies etc.
 3. Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal
 4. Cleaning of carpets, Durries etc.
 5. In case of shortage of water or non-availability of water, bringing water from outside for cleaning.
 6. Sweeping & cleaning of open areas, roads, passage, lawns etc within the boundary of the Vidyalaya.
 7. Regular dusting/cleaning of furniture (table & Chair) and equipments, telephones, book cases, filing cabinets, Almirahs and doors and windows in class-rooms, all other rooms and other spaces of the school everyday before opening of the school.
 8. Provision of soap and liquid soap in the toilets and placing sufficient quality of naphtholine balls/cakes and odonil cakes in the urinals. The contractor will ensure that the toiletries mentioned above are always available near each washbasin in the building.
 9. The chocking of the sanitary installations e.g. traps bottle traps, gully traps etc is to be cleared within 24 hours of noticing the complaint.
 10. All complaints of leakage in the GI & CI pipes etc are also to be attended within 24 hours.

B. WORK TO BE DONE GENERALLY ONCE IN A WEEK.

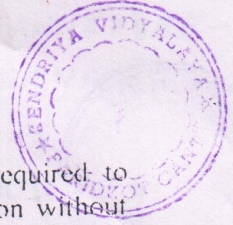
1. Washing & scrubbing of floor areas with detergents and dirt removing agent.
2. Acid cleaning of sanitary wades, without damaging their shines.
3. Removing stains from floor, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
4. Cleaning of filled surfaces in the corridors and staircases.
5. Cleaning of water storage tanks and water coolers, if any.
6. Polishing of brass nameplates and number plates and cleaning of all other name plates/ Boards.
7. Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition paneling etc.
8. Removal of cobwebs in all rooms and other spaces of the school.



4

**REQUIREMENTS FROM THE STAFF OF THE AGENCY :
THEIR DUTIES : BEHAVIOUR 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 licence/permission from the concerned authorities, wherever applicable, are obtained promptly.



- (12) The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
- (13) The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- (14) The Kendriya Vidyalaya reserves the right to order any worker of the Contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

D. GENERAL CONDITIONS :

(1) AGREEMENT

For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the Contractor

(2) TERMS OF PAYMENT :

The Kendriya Vidyalaya shall pay the agreed amount to the Contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya "that the work has been done satisfactorily" In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.

(3) ROOM FACILITY

The Kendriya Vidyalaya shall provide a small room/space for the Supervisor and storage of material etc. to the Contractor free of cost during the period of contract. No name plate of the Contractor shall be allowed on the room and nobody will be allowed to stay in it after school hours.

E. NOTICE OF TERMINATION OF CONTRACT :

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



F. STOCK AND SUPPLIES

The Contractor shall maintain sufficient stocks of various items such as towels, dusters, soaps, phenyle, detergent, odonil, neptholine balls etc. so as to meet normal requirement. The Contractor shall not be permitted to stop suplying any items for any reason.

G. SUPERVISION :

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

H. RATES:

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

I ARBITRATION :

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

J JURISDICTION :

The Courts at the station will have jurisdiction over all legal disputes under this agreement.

TERMS & CONDITIONS FOR SECURITY SERVICES**SCOPE OF WORK**

Providing round the clock security services

**TERMS AND CONDITIONS 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 located at _____ with effect from _____.
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.
4. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. 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.
6. The retainership fee for providing security services will be as per the rates prescribed by the Director General Resettlement/Dist. Soldier Board or any other body of Ex-Servicemen, recognised for the purpose by the State Govt., as the case may be.
7. That the tenure of the service agreement shall be initially for a period of one year with effect from _____ 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.
8. 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.
9. 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 _____ as per the Indian Arbitration Act. The seat of the arbitration shall be at _____ and the proceedings shall be governed by the Indian Arbitration Act, 1940.



**TERMS AND CONDITIONS FOR PROVIDING SERVICES OF
GARDENING IN THE VIDYALAYA**

SCOPE OF WORK

Maintenance and upkeep of gardens, play-fields and compound of the Vidyalayas.

**TERMS AND CONDITIONS FOR PROVIDING SERVICES OF
GARDENING IN THE VIDYALAYAS.**

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya premises located at _____ with effect from _____.
 2. That the agency would engage, employ and provide the requisite number of trained 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.
 4. That the Agency shall provide complete continuous gardening measures throughout the year to the Vidyalaya by changing the personnel in rotation or replacement if necessary..
 5. 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.
-
6. That the tenure of the service agreement shall be initially for a period of one year with effect from _____ 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 _____ as per the Indian Arbitration Act. The seat of the arbitration shall be at _____ and the proceedings shall be governed by the Indian Arbitration Act, 1940.

प्रपत्र अ / PERFORMA A (STATE GOVT RATES)

सुरक्षा सेवाओं हेतु निविदा प्रपत्र / FORMAT OF BID FOR SECURITY SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 30 days
1	2	3	4	5	6	7	8
1	सुरक्षा सेवाएँ (शस्त्ररहित) SECURITY SERVICES (WITHOUT ARMS)						

सफाई कार्य हेतु निविदा प्रपत्र / FORMAT OF BID FOR HOUSEKEEPING SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 26 days
1	2	3	4	5	6	7	8
1	सफाई सेवाएँ HOUSEKEEPING SERVICES						

बागवानी कार्य हेतु निविदा प्रपत्र / FORMAT OF BID FOR GARDENING SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 26 days
1	2	3	4	5	6	7	8
1	बागवानी सेवाएँ GARDENING SERVICES						

I/We are agree to provide the above services of manpower and to abide by the terms & conditions contained in Quotatoin documents and also agree to enter into the agreement as prescribed by KVS

Bidder's Signature

Name:

Date:

Stamp of Firm

प्रपत्र ब / PERFORMA B (CENTRE GOVT RATES)

सुरक्षा सेवाओं हेतु निविदा प्रपत्र / FORMAT OF BID FOR SECURITY SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 30 days
1	2	3	4	5	6	7	8
1	सुरक्षा सेवाएँ (शस्त्ररहित) SECURITY SERVICES (WITHOUT ARMS)						

सफाई कार्य हेतु निविदा प्रपत्र / FORMAT OF BID FOR HOUSEKEEPING SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 26 days
1	2	3	4	5	6	7	8
1	सफाई सेवाएँ HOUSEKEEPING SERVICES						

बागवानी कार्य हेतु निविदा प्रपत्र / FORMAT OF BID FOR GARDENING SERVICES

SN	Category of Manpower	Rates/ remuneration per month per worker	Service Charges (Per worker per month)	EPF Rate (Per worker per month)	ESI Rate (Per worker per month)	Total (Per worker/month) (3+4+5+6)	Total Monthly cost for 26 days
1	2	3	4	5	6	7	8
1	बागवानी सेवाएँ GARDENING SERVICES						

I/We are agree to provide the above services of manpower and to abide by the terms & conditions contained in Quotatoin documents and also agree to enter into the agreement as prescribed by KVS

Bidder's Signature

Name:

Date:

Stamp of Firm



KENDRIYA VIDYALAYA SANGATHAN
18 Institutional Area
S.J.Singh Marg
NEW DELHI 110 016

F.110239/51/2011/KVS(Budget)

19.09.2011

The Deputy Commissioner
Kendriya Vidyalaya Sangathan
All Regional offices/ZIETs.

Madam/Sir,

**SUBJECT:- USE OF INTEGRITY PACT BY AUTONOMOUS BODIES-
IMPLEMENTATION OF ARC RECOMMENDATION - REGARDING.**

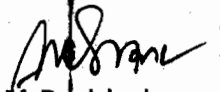
I am to refer to the subject cited above and to say that on the basis of the recommendations of **Administrative Reforms Commission (ARC)** and a Task force constituted by Ministry of Finance with the representatives of Ministry of Law, Defence and Department of Personnel & Training decision have taken by the Govt to the effect that all government Departments, including their attached/subordinate offices, **may use the generally applicable integrity Pact as at Annexure in their procurement transactions/ contracts.**

2. In this regard the MHRD has suggested to decide on and lay down the nature of procurements / contracts and the threshold value above which the Integrity Pact would be used in respect of procurement transactions/contracts. Keeping in mind of the above guidelines it is decided to fix **threshold value at Rs.3 lakhs for kendriya vidyalayas and Rs.5 lakhs for the Regional Offices/ZIETs and Hqrs.** The items covered under this integrity pact **include procurement of goods & services for providing and upgrading computerization and other infrastructural facilities, Printing, outsourcing of various services such as Security, gardening and Housekeeping etc.** in the Vidyalayas / ROs / Hqrs. It may be stated further that the provision for the Integrity Pact should be included in all Requests for Proposal/Tender Documents issued in future in respect of the procurements/contracts that meet the aforesaid criteria.

You are requested to follow the above guidelines for all future transactions / contracts without fail. **Copy of the Pre-Contract Integrity Pact is also enclosed** herewith for implementation in the Vidyalayas/ ROs /ZIETs /HQ units of the Sangathan. This issues with the approval of the Commissioner, KVS.

Encl: As above.

Yours faithfully,



(O.M.Prabhakaran)
Additional Commissioner (Admn.)

Copy to :-

1. PS to Commissioner , KVS.
2. PS to Additional Commissioner (Admn. & Acad.), KVS.
3. PA to JC (Fin., Admn., Pers., Trg., Acad.), KVS.
4. Superintending Engineer ,KVS.
5. A.C (Vig.) & A.C (L&C),KVS.
6. A.C (EDP) ,with the request to upload this on the website of KVS.
7. Principal K.V Kathmandu ,Tehran & Moscow for inf.& n.a.
8. SO (Budget , Accounts, Audit & Cash) for Information & necessary action .



Joint Commissioner (Fin.)

PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the integrity Pact) is made on _____ day of the month of _____ 201_, between, on one hand, the Commissioner of KVS acting through Shri, Designation of the officer KV/RO/ ZIET/KVS(HQ) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/Prejudiced Dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of

the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever

and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall

stand forfeited either fully or partially, as decided by the BUYER. The BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such

meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract, to the

satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer.
Designation
Deptt./MINISTRY/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.