



केन्द्रीय विद्यालय, कोल्लम  
KENDRIYA VIDYALAYA, KOLLAM

रामनकुलंगरा, कावनाड (पोस्ट) कोल्लम ६९१००३ Ramankulangara, Kavanad P O, Kollam 691003  
Telephone: 0474 2799494, 2799696 School Affiliation no. 900030 Station Code :628 Region 27  
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( भारत सरकार मानव संसाधन विकास मंत्रालय के अधीन स्वायत्त संस्था )  
(Autonomous Body under the Ministry of HRD, Govt. of India)

F.310313/1/2023-24/KVK/

Dated: 15.09.2023

TENDER NOTICE

**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.

Sealed competitive Bids are invited by the *Kendriya Vidyalaya Kavanad P O, Ramankulangara, Kollam, Kerala – 691 003* from the reputed/registered Consultant / Service Provider Firm for providing Manpower (Conservancy Staff) through service contract initially for a period of 01 (one) year w.e.f 11.10.2023, which may likely to be extended, as indicated below:

A. Address / Location of the building.

KENDRIYA VIDYALAYA, RAMANKULANGARA,  
KAVANAD P.O. KOLLAM 691003

B. Manpower Required

SNO	Category of manpower	Nos *	Minimum Qualification or/ and experience	Service required by changing person in rotation	Remarks
1.	Conservancy Services	05 Female/male	Must have worked as cleaning staff for at least one year.	7.30 am to 04.30 pm with break of 90 minutes on rotation basis.	Number of manpower may be either increased / decreased on need basis by the Vidyalaya

\*(Required Numbers may vary as per requirement)

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

- Sweeping of entire area of the building and surroundings of building and collection of all waste material and disposal of the same as per instructions of the KVS/KV
- Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before commencement of the school and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. Spraying of flit/anti-termite treatment & rodent control etc. are to be made daily

and whenever necessary, for keeping the rooms/sections free from mosquitoes, flies, termite/pests/rats etc.

- iii) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon. Cleaning of carpets of the officers' room with vacuum cleaner to be provided by the Contractor.
- iv) Sweeping and cleaning of open areas, roads, passage, lawns, halls etc. within the boundary of the Vidyalaya's wall surroundings to this building.
- v) Regular dusting/cleaning of office furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows including removal of cobwebs every day before commencement of the school.
- vi) Provisions of soap and liquid soap of good quality in the toilets and placing sufficient quantity of naphthalene balls/cakes and deodorant cakes in the urinals. The Contracting Agency will ensure that the toiletries mentioned above are always available near each washbasin in the building.
- vii) Filling of water in storage drum as and when needed.
- viii) The Cleaning materials will be provided by the Vidyalaya.

#### **C. ITEMS OF WORK TO BE DONE ONCE IN A WEEK**

- i) Washing and Scrubbing of floor areas with detergents and dirt removing agent.
- ii) Acid cleaning of sanitary wares, without damaging their shines.
- iii) Removing stains from floors, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- iv) Cleaning of filled surfaces if any, in the corridors and staircases.
- v) Cleaning of water storage tanks, water coolers etc.
- vi) Polishing of name plates etc.,
- vii) and cleaning of all other name plates/Boards.
- viii) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.

#### **D. Quoted Price:**

- (i) 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).
- (ii) Revision in minimum wages and statutory provisions ( ESI/EPF ) may be made according to the orders of respective Government Agencies.
- (iii) The service tax quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended by Govt. Agencies..

- (iv) Wages quoted lesser than the minimum wages as mentioned in order File No. 1/5(5)/2023-LS-II dated: 03-04-2023 of Govt. of India, Ministry of Labour & Employment, Office of Chief Labour Commissioner(C), New Delhi. (Copy enclosed) shall be considered as non-responsive and shall be rejected without any notice. No communication in this regard will be entertained.
- (v) Correction if any shall be made by crossing out, initialing, dating and rewriting.
- (vi) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of 5% of the total cost valid for twelve 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.
- (viii) Telex or Facsimile Bids are not acceptable.
- (ix) No payment for supervisors. It is responsibility of the agency to monitor the works of their employees.

The rate quoted shall be as per the payment of Minimum Wages Act as per Government rules applicable for Un-skilled, Semi-skilled, Skilled mentioned in the tender documents shall be payable to workers as per order File No. 1/5(5)/2023-LS-II dated: 03-04-2023 of Government of India, Ministry of Labour & Employment, Office of Chief Labour Commissioner (C), New Delhi.

E. Each Bidder must submit only one Bid.

F. Validity of Bid:

The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

G. Terms and Conditions:

- (i) The agency should have a valid License issued by Govt. of Kerala, to operate its services at KOLLAM during the period of contract to engage in the business and copy of license should be enclosed. Agency should be reputed and should confirm to the standards prescribed by the Government of India. Agency should not be on which was earlier blacklisted/ barred by Government / GeM.
- (ii) **The agency must have a registered office in Kerala which is currently functional with valid registration.**
- (iii) The agency shall provide complete security arrangements round the clock (24 x 7 x 365) for Kendriya **Vidyalaya Kollam.**
- (iv) The agency would undertake to engage employees and provide the requisite number of Housekeeping/conservancy personal and also would be responsible for their punctuality, discipline, integrity, quality of work and payment of their emoluments.
- (vi) The rates quoted should not be less than the minimum wages and cost of living allowance payable under  
Minimum Wages Act.
- (vii) The agency will be responsible for any loss of property or damage for negligence of persons employed by them.
- (viii) The period of contract will be for one year. Initially the agreement shall be entered on experimental basis for a period of one month. If the services are found satisfactory, the same shall be continued for the rest of the year, i.e. for the next 11 months.
- (ix) The KV on its parts shall not be liable to pay any charges/dues or compensation under any of the industrial laws or other applicable in this behalf to the personnel which shall be responsibility of the agency only who shall be the employer of such Personnel.

- (x) Any dispute arising out of/or in relation to this agreement shall be referred to a sole arbitrator to be appointed by Principal, Kendriya Vidyalaya Kollam and shall be at Kollam and proceedings shall be governed by Indian Arbitration Act 1940.
- (xi) Notwithstanding to anything contained in the terms and condition mentioned here, if the agency fails to provide the requisite personnel to the satisfaction of this office, this office shall exercise the right to terminate the contract forthwith without assigning any reason whatsoever.
- (xii) Any other added advantage/benefit which may be catered by the agency may be mentioned clearly in the bid format.
- (xiii) The quotation should be legible, neat and clear. There should not be any corrections or over-writings in the quotations.
- (xiv) This office is not bound to accept only lower quotation but reserves the right to accept quotation in whole or part.
- (xv) A supervisor appointed by the firm / a responsible person authorized by the firm will conduct regular periodical inspections to assess the quality of work done by manpower given by the firm. The firm will also ensure quality of work done its employees.
- (xvi) The sole responsibility of the security of the Vidyalaya , its movable and immovable properties is with the firm engaging the contract.
- (xvii) **The actual deployment of the outsourced staff must be verifiable for their actual attendance recorded through their Bio-metrics/ similar e-modes, to be installed by the agency/ contractor at its own cost in the vicinity of the Principal's chamber. The printed copy of the said e-attendance be duly countersigned by the appropriate committee of the Vidyalaya.( Ref. KVS HQ Letter No.F.No. 11-Aud01A/3/2021-AC(Fin)/E-13062/KVS(HQ) Audit dated : 02-08-2022)**

#### H. Terms and conditions of payment.

- i) The agency shall pay minimum wages quoted in the tender to employees account through NEFT/RTGS by 5<sup>th</sup> of every month as per the employee's attendance.
- ii) The agency shall ensure that EPF/ESI paid by KV KOLLAM and deducted from employees is remitted in respective Govt. agencies.
- iii) The Contracting Agency will submit the invoice along with the proof of disbursement after making the payment to the bank account of the employees provided to the KV KOLLAM supported with the following document:-
  - 1.) Details of disbursement made to the staff in their bank account along with their signature.
  - 2.) Proof of the payment of statutory obligation such as EPF, ESI, and any other applicable tax. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.
- iv) The Contracting Agency will provide identity card to all its employees deputed as per format suggested by the indenting office valid for the period of contract and Police Clearance Certificate is required in respect of the staff appointed.
- v) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the indenter/Client.
- vi) The normal office hours of KV KOLLAM are from 7.30 am to 4.30 pm six days from Monday to Saturday. However KV KOLLAM reserves the right to request the services on Holiday/ beyond office hours. The contracting agency will be compensated by the indenting agency as per the rate quoted for OTA for working on Holidays/beyond office hours. However, overtime hours in a month will not exceed 54 hours.

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

*Total Monthly Remuneration = Monthly remuneration - A<sub>1</sub>*

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

- viii) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV KOLLAM. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also No Conveyance or any other charges will be paid by KV KOLLAM 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 KVS shall be made within 24 hours.
- ix) The Contracting Agency will be required to sign a contract with KV KOLLAM as per the model contract/Annexure A, Cleaning Annexure I. The other terms and conditions specified in the bid document and accepted bid will also form the part of the Model Agreement.
- x) In case of any loss, theft/ sabotage caused by/attribution to the personnel deployed, KV KOLLAM reserves the right to claim and recover damages from contracting agency.
- (a) The remuneration shall be disbursed through NEFT /RTGS online transfer at .KV, KOLLAM premises in the presence of representative of the Bidder or its constituent.
- (b) **The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees 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 KV Kollam supported with the following documents :-
- (i) Details of disbursement made to the staff furnishing Nef/RTGS transfer 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 the 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 Indenter/Client.
- (f) The normal office hours of KV are from 08.30 am to 04.00 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 Holiday/beyond office hours. However, overtime hours in a month will not exceed 54 hours.

- (g) The contracting Agency will be required to sign a contract with the Principal, *Kendriya Vidyalaya Kollam Kerala* as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (h) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency
- (i) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.

#### I. 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) The selected firm has to furnish performance security in the form of DD/Pay Order drawn in favour of Kendriya Vidyalaya VVN Account(545002010012040), payable at UNION BANK OF INDIA, CIVIL STATION BRANCH KOLLAM for an amount of 5% of the total cost valid for fourteen months from the date of award of the contract.
- (ii) Remuneration of staff, quoted below minimum wages applicable as per rules in Kerala (name the state/UT) shall render the Bid disqualified for evaluation.
- (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

#### J. 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 D above..
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para B 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.

#### K. Last date and time of receipt of Bids as per GeM details.

The Indenter looks forward to receive the Bid in the format of Bid attached in the letter pad of the firm only duly signed with office seal and copies of required documents and appreciates the interest of the service provider in the KVS.

Note:- Incomplete tender forms /documents shall be marked as non-responsive and shall not be considered.

Yours faithfully,

To



Signature

Name: G SASIKUMAR

Designation: Principal

For and on behalf of the  
Kendriya Vidyalaya Sangathan

*(Handwritten Signature)*  
Principal  
15/09/2023  
Kendriya Vidyalaya  
Ramankulangara  
Kavanad P.O., Kollam  
Kerala - 691003

### MODEL AGREEMENT FOR SERVICE CONTRACT

#### 1.1 THE AGREEMENT

- 1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through.....located at..... (herein after called ..... 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 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) Square Bracket [ ] : these brackets indicate the following;
- (a) [xxxxxxx] : replace the instruction by filling 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.

- (ii) 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.

## 1.2 PREAMBLE

1.2.1 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 ..... [on/in/for] [name the area of service contract].

1.2.2 WEHREAS ..... at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [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:

## 1.3 SCOPE OF THE AGREEMENT

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

## 1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to the work to be carried out by the CONTRACTING AGENCY the ..... 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 \_\_\_\_\_

## 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 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.



- 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 is for the reason beyond the control of the CONTRACTING AGENCY for a period 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 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.
- 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 no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on pro-rata 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 pro-rata basis with reference to the agreed rate in this contract
- 1.7.5 INDENTING OFFICE will set up a screening Committee for assessing the no. of workers required for deployment 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 above.

## 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 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.

## 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 or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

## 2.2 EFFECTIVE-DATE, DURAION, 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 a period of [months] from the said date.
- 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 [

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.

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 financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE

2.2.5 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.

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 [New Delhi / name of the city],

2.4 AMMENDMENTS OF THE AGREEMET

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 ..... The decision of the ..... 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 KVS INDENTING OFFICE

Signature .....

Name .....

Designation .....

For and on behalf of CONTRACTING AGENCY

Seal .....

Signature .....

Witness (Name and Address)

Name .....

1.

Designation .....

2.

Seal .....

Witness (Name and Address)

1.

2.

FORMAT OF BID

Annexure - A

S.No	Category of manpower	Number	Unit monthly remuneration	EPF rate	ESI Rate	Service Charges, Charges of uniforms, bonus etc., including overhead profit	Cost of materials	Monthly Unit Rate (Col. 4+5+6+7+8)	Total monthly cost (9 x 3)
1	2	3	4	5	6	7	8	9	10

NOTE

Note:- 1. Service Tax shall be quoted separately.

2. In case of any discrepancy between unit price and total price, the unit price

also agree to provide the above service of manpower including material and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs. .... (Rupees)

..... is furnished herewith vide Bank Draft No. .... Dated .....

Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Seal of the firm

Income Tax PAN

Service Tax Regn No:

Name of Bank & Branch :

Bidder  
Signature:  
Name  
Address:

Account Number & IFSC Code:

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

1. Name of the K.V : KENDRIYA VIDYALAYA, KOLLAM
2. Address/Location of the Building : RAMANKULNAGARA ,KAVANAD P O  
KOLLAM- 691003
3. Area of the Building including open space: Entire Vidyalaya building including class  
rooms, staff room, laboratories, office,  
library, Vidyalaya hall, toilets, bathrooms,  
corridors & varanthalas.
4. No. of days during the month:  
for which the Services are required all days except Sunday and Gazetted  
holidays, unless otherwise required  
on written requisition. Additional charges  
for cleaning/sweeping etc. on holiday(s)  
whenever required will be payable.

**SCOPE OF WORK**

A. Daily Work (from 07.30 A.M to 12.30 P.M and 1.30 P.M to 4.30 P.M or as may be decided by the 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 Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and reception etc. Spray of flit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
- (3) Cleaning and washing of toilets and urinals using deodorants, 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 and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.
- (7) Regular dusting/cleaning of furniture (table and chair) and equipments, telephones, book cases, filling cabinets, almirahs and doors and windows in class-rooms, all other rooms and other spaces of the school everyday before opening of the school.
- (8) Provision of soap and liquid soap in the toilets and placing sufficient quantity 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 choking of the sanitary installations e.g. Traps Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
- (10) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.

**B. Items of Work to be Done Generally Once in a Week**

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

**C. 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 K.V shall have the right to impose cash penalty on the contractor or deduct such amounts from its security deposit in case the K.V 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 K.V 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 KV 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 K.V. sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.

(14) The K.V reserves the right to order any worker of the contractor to leave the premises of the K.V 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 K.V 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.

(4) The actual deployment of the outsourced staff must be verifiable for their actual attendance recorded through their Bio-metrics/ similar e-modes, to be installed by the agency/ contractor at its own cost in the vicinity of the Principal's chamber. The printed copy of the said e-attendance be duly countersigned by the appropriate committee of the Vidyalaya. ( Ref. KVS HQ Letter No.F.No. 11-Aud01A/3/2021-AC(Fin)/E-13062/KVS(HQ) Audit dated : 02-08-2022)

(5)

**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, phenyl, detergent, odonil, naphthalene balls etc. so as to meet normal requirement. The contractor shall not be permitted to stop supplying any items for any reason.

**G. 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 K.V so authorized 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 K.V 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.



No.1/5(5)/2023-LS-II  
Government of India  
Ministry of Labour & Employment  
Office of the Chief Labour Commissioner(C)  
New Delhi

Dated: 03/4/2023

**ORDER**

In exercise of the powers conferred by Central Government vide Notification No. S.O. 190(E) dated 19<sup>th</sup> January, 2017 of the Ministry of Labour and Employment the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average Consumer Price Index for Industrial workers reaching 378.58 from 365.76 as on 31.12.2022 (Base 2016=100) and thereby resulting in an increase of 12.82 points. The revised Variable Dearness Allowance as under shall be payable from 01.04.2023;-

**RATES OF V.D.A.FOR EMPLOYEES EMPLOYED IN "Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993".**

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	213
B	179
C	144

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2023 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY			Total (Rs.)
	Basic Wages (Rs.)		V.D.A (Rs.)	
A	523	+	213	= 736
B	437	+	179	= 616
C	350	+	144	= 494

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19<sup>th</sup> January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

  
(Remis Tiru)  
Chief Labour Commissioner(C)

