



NOTIFICATION ON WEBSITE

Quotation for cleaning/sweeping staff and Data entry operator (Clerical) –reg.

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.

1. Sealed competitive Bids are invited by the Principal, Kendriya Vidyalaya, NAD, Aluva from the reputed/registered Consultant/Service Provider Firm for providing Manpower including through service contract initially for a period of 01 (one) year which may be extended by another one year, as indicated below:-

A. Area of Vidyalaya : 11.28 acres
Address/Location of the Building : Kendriya Vidyalaya, NAD Aluva, HMT Colony PO, Ernakulam, 683503

B. Man power required: -

The following manpower (for six days in a week from Monday to Saturday during the whole month) be deployed in such a way that the workers may be available up to 04.00 PM.

Sl.No.	Category of Manpower	Minimum qualifications or/ and experience	Number of workers required	In the following way/ timing
1	Worker for cleanliness - Lady	Primary standard	05	8.00 AM to 4.00 PM
2	Data Entry Operator	Graduation, MS Office, Tally	01	09.00 AM to 4 PM

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

Sl. No.	Category of Manpower	Responsibilities
1.	Workers for cleanliness	To clean the school building, toilets and campus.
2.	Data Entry Operator	Office Work

C. Material for the cleanliness to be used as per attached Annexure –A. The cost of material, however will be charged extra by the contracting agency by showing rate of the same in attached Annexure – A ;-

The concerned agency has to clearly mention the details of cleaning material quantity of material and the cost of material per month clearly in the Annexure A failure to mention the above particulars will lead to rejection of the tender

D. Work for cleaning staff will have to be got done in the following way:-

- i) 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.
- ii) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the office 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.
- iv) Cleaning of carpets of the officers' room with vacuum cleaner to be provided by the Contractor.
- v) Sweeping and cleaning of open areas, roads, passage, lawns, auditoriums within the boundary of the Vidyalayas wall surroundings to this building.
- vi) 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 opening of the office i.e. 8.00 A.M.
- vii) Provisions of soap and liquid soap of good quality in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. The Contracting Agency will ensure that the toiletries mentioned above are always available near each washbasin in the building
- viii) List of items/cleaning material required is attached vide Annexure-A.
The choking of the sanitary installations e.g. w.c's Traps, Bottle traps, ully traps etc. is to be cleared within 24 hours of noticing the complaint.
- ix) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24. hours
- x) Filling of water in all desert coolers/cleaning of water cooler irrespective of the quantity..
- xi) Filling of water in all desert coolers/cleaning of water cooler irrespective of the quantity
- xii) Putting of Kerosene Oil in Desert coolers on each Friday/last working day of the week during the Summer season when coolers are in operation and also cleaning of water tank of desert coolers with dusters every week throughout the year in order to make them dry when they are not in use.

ITEMS OF WORK TO BE DONE ONCE IN A WEEK ON EVERY SATURDAY

- 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 in the corridors and staircases.

- v) Cleaning of water storage tanks, water coolers, desert coolers
- vi) Polishing of name plates and number plates with brasso (on each floor) and cleaning of all other name plates/Boards
- vii) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.

2. Quoted Price:

(a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached {Annexure-A}.

*The firm has to quote the service charges, cost of uniform per month in Annexure 'A'. As the staff are entitled for **bonus** as per the payment of bonus Act, the proportionate share of bonus per month also should be mentioned in the Annexure 'A'. Failure to furnish the above information will be treated as incomplete bid*

(b) The GST and any other such tax liable to be paid by the client shall be quoted by the bidder separately.

(c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. %age of profit/service charge/s etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.

(d) The Bidder shall deposit an EMD of Rs.5000/- in the form of an Account Payee Demand Draft, FOR, Banker's Cheque or Bank Guarantee valid for 45 days after the date of submission of bids the same may be drawn in favour of Kendriya Vidyalaya NAD Aluva, payable at Kalamassery as EMD alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

(e) The selected firm has to furnish Performance Security in the form of an Account Payee Demand Draft, FOR, Banker's Cheque or Bank Guarantee for an amount of Rs100000/- (Rupees One Lakh only) valid for 60 days beyond the date of completion of all contractual obligations 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.

(f) Telex or Facsimile Bids are not acceptable.

3. Each Bidder must submit only one Bid.

4. Each Bidder must submit Pre Contract Integrity pact. (Enclosed).

5. Validity of Bid:

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

6. Terms and Conditions:

(a) The remuneration to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff directs them cheque/RTGS/NEFT, after obtaining authorization from engaged staff.

(b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the Vidyalaya office/premises as per the monthly remuneration quoted without any deduction.

(c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the Vidyalaya office/premises supported with the following documents :

(i) Details of disbursement made to the staff furnishing cheque /RTGS/NEFT details for each payment.

(ii) Copy of Electronic Challan Receipt(ECR) as a e-challan for KVS(HQ)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/bill on fulfillment of required documentation.

(d) The Contracting Agency will provide Identity Cards with mention of EPF/ UAN and ESI numbers, to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.

(e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.

(f) It is mandatory for the Contracting Agency to submit the attested copy of license obtained from labour department of Kerala or the Home Department, GNCT under PSARA Act for running the business of private security agencies operating in the NCT of Delhi, failing which the bid will be treated as disqualified/non-responsive.

(g)The normal office hours of KV is from 8.00 am to 4.00 pm six days from Monday to Saturday. However, the Contracting Agency will provide the security services round the clock all the days in a month according to the duty timing shown at pre-pages/above. KV also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.

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

Total Monthly Remuneration = Monthly remuneration - A1

where A 1 = $\frac{\text{Monthly remuneration} \times \text{Nos. of days of absence}}{\text{Nos. of days in the month}}$

(i) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. 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 Vidyalaya . 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.

(j) The contracting Agency will be required to sign a contract with the KV 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.

(k) In case of any loss, theft I sabotage caused by/attribution to the personnel deployed, the KV 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 and submitted to KV, before deployment for work.

(m) The Contracting Agency will deploy the trained and sufficient SC/ST workers who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aid or any other infectious disease before deployment for work.

(n) The KV shall provide a small guard room/space for the workers/staff Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office. except the staff of Contracting Agency on duty.

(o)The Contracting Agency shall provide to their personnel deployed for cleanliness and for filling of water in desert coolers with impressive summer uniform as well as winter uniform with insignia.

(p) The contracting agency will get allotted with activated UAN (Universal Account Number) for all members/Staff duly linked with their mobile numbers so as to received SMS by them about EPF credits every month. Also ensure to get them e-passbooks from EPFO website.

7. Evaluation of Bid:

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

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

(a) Attested copy of license under labour department of Kerala / (PSARA Act.) Private Security Agency Regulation Act. obtained from the Home Department, GNCT of Delhi for running the business of private security agencies operating in the NCT of Delhi.

(b) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years. ·

(c) Audited Balance Sheet & Profit and Loss Account.

(d) List of clientele during last 3 years along with cost of assignment.

(e) PAN No. and Current IT clearance certificate.

(f) Attested copy of proof of EPF registration.

(g) Attested copy of proof of ESI registration.

(h) Attested copy of proof of GST Registration.

(i) EMD of Rs.5000/- in the form of an Account Payee Demand Draft, FOR, Banker's Cheque or Bank Guarantee valid for 45 days after the date of submission of bids the same may be drawn in favour of Kendriya Vidyalaya NAD Aluva.

(ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff, in the Central Govt shall render the Bid disqualified for evaluation. Also the rates for service charges/profit are quoted as NIL the bid will be treated unresponsive.

(iii) Adequate amount if not quoted towards service charges/charges of uniforms/bonus, overhead-profit, etc. may render he Bid disqualified for evaluation

(iv) Adequate amount if not quoted towards the cost of material (for sufficient quantity and quality of material to be used for a whole month for keeping the office neat and clean and in hygienic condition) may also render the Bid disqualified for evaluation

(v) The evaluation will be done on the basis of total for all the items listed at 1-4 only in the Financial Bid. Indenting Office will award the contract to the lowest evaluated responsive bidder.

8. Award of Contract:

(a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.

(b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.

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

(d) Notwithstanding the above, the Indent or 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

10. Last date and time of receipt of Bids

You are requested to submit the Sealed Bids through Registered post/ Speed post/tender box by superscribing the envelope as "**Bids for providing Services for cleaning/ sweeping staff and Data entry operator (Clerical) in Kendriya Vidyalaya, NAD Aluva Kalamassery on service charge basis**" (latest by 1.00 PM of 25.2.2020) within 15 days of publication of KV Website.

The sealed bids/tenders will be opened at 2.00 PM at Kendriya Vidyalaya, NAD Aluva in the presence of bidders on last date of submission of tenders i.e. 25.02.2020.

It the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged. **An earnest money of Rs. 5000/- is to be deposited along with tender document**

The Indentor 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

ANNEXURE A

FORMAT OF BID

S.no	Component of Rate	Sweeping & Cleaning staff
1	* Unit monthly remuneration (Basic Pay + VDA)	
2	EPF (Employer) as per applicable rate	
3	ESI (Employer)as per applicable rate	
4	Bonus	
5	Cleanliness material charges	Not Applicable
6	Charges of uniforms	
7	Service charges, etc (if Specify)	
8	Monthly Unit Rate (Total) (Col 1+2+3+4+5+6+7)	
	GST	Not Applicable
	Grand Total	

- NOTE:
1. *If the rate minimum wages quoted by the firm is less than fixed by the Govt will not be entertained
 2. In case of discrepancy between unit price and total price, the unit price shall prevail

We 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 _____ drawn on _____

(Bidder)

Signature:

Name & Address:

Place:

Date:

Seal of the firm

ANNEXURE A

FORMAT OF BID

S.no	Component of Rate	Data entry operator (Clerical)
1	* Unit monthly remuneration (Basic Pay + VDA)	
2	EPF (Employer) as per applicable rate	
3	ESI (Employer)as per applicable rate	
4	Bonus	
5	Service charges, etc (if Specify)	
6	Monthly Unit Rate (Total) (Col 1+2+3+4+5)	
	GST	
	Grand Total	

- NOTE:
1. *If the rate minimum wages quoted by the firm is less than fixed by the Govt will not be entertained
 2. In case of discrepancy between unit price and total price, the unit price shall prevail

We 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 _____ drawn on _____

(Bidder)

Signature:

Name & Address:

Place:

Date:

Seal of the firm

INSTRUCTIONS FOR EXECUTION OF THIS INTEGRITY PACT

- 1.0 As per ITB Clause 9_3, Section-N, Conditions of Contract, Volume -I of the Bidding Documents, the accompanying 'Integrity Pact' is to be executed in two (02) originals.
- 2.0 Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the person(s) signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter Head, duly signed by the person(s) signing the bid.
- 2.1 The non-judicial stamp papers are to be purchased in the name of the Bidder or EMPLOYER and the date of purchase should not be earlier than six months of date of execution. The same is to be attached with this bound volume mentioning the following on the stamp paper:

"This stamp paper is an integral part of the Integrity Pact executed by us for

_____ *[Insert the name of the package]* _____
Package and Specification Number _____
_____ *[Insert Specification Number: package]* _____

[Sample is given overleaf]

- 2.2 In case of a foreign bidder, the Letter Head is to be attached with this bound volume mentioning the following on the Letter Head:

"The Integrity Pact executed by us for _____ *[Insert the name of the package]* _____
_____ **Package and Specification Number** _____
_____ *[Insert Specification Number of the package]* _____

is enclosed herewith" [Sample is given overleaf]

- 3.0 Bidders are required to clearly indicate the name of the package and its specification number on the stamp paper/covering letter and first page of the Integrity Pact.
- 4.0 All the pages of the integrity pact are to be signed by the Bidder. If the Bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- 5.0 Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.
- 6.0 The Bidder shall not change the contents of the Integrity Pact.
- 7.0 Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

Note: The word EMPLOYER has been used in place of PIA short name. The same may be changed accordingly.

(These are instructions for execution and does not form part of the Integrity Pact)
₹ 100/- non-judicial stamp paper

INTEGRITY PACT

Between

Full Name of Employer "EMPLOYER"

hereinafter referred to as

" EMPLOYER",

and

(_____
_____)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

EMPLOYER intends to award, under laid-down organisational procedures, contract(s) for _____

_____ package. EMPLOYER values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, EMPLOYER and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of EMPLOYER

- (1) EMPLOYER commits itself to take all measures necessary to prevent corruption and to observe the following principles :

- a) No employee of EMPLOYER, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) EMPLOYER will, during the tender process treat all Bidder(s) with equity and fairness. EMPLOYER will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) EMPLOYER will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Chairman and Managing Director obtains information on the conduct of any employee of EMPLOYER which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to EMPLOYER, or to any of EMPLOYER's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/informations in order to influence the bidding process or the execution of the contract to the detriment of EMPLOYER.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, EMPLOYER may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, EMPLOYER may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, EMPLOYER may revoke the exclusion prematurely.

Section IV - Liability for violation of Integrity Pact

- (1) If EMPLOYER has disqualified the Bidder from the tender process prior to the award under Section III, EMPLOYER may forfeit the Bid Guarantee under the Bid.
- (2) If EMPLOYER has terminated the contract under Section III, EMPLOYER may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders/Contractors

- (1) EMPLOYER will enter into agreements with identical conditions as this one with all Bidders.
- (2) EMPLOYER will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders/Contractors

If EMPLOYER obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if EMPLOYER has substantive suspicion in this regard, EMPLOYER will inform the Chief Vigilance Officer (CVO).

Section VIII - Independent External Monitor/Monitors

- (1) EMPLOYER has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Chairman-cum-Managing Director, EMPLOYER, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, EMPLOYER, giving joint findings.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman-cum-Managing Director, EMPLOYER.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of EMPLOYER related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) EMPLOYER will provide to the IEM information as sought by him which could have an impact on the contractual relations between EMPLOYER and the Bidder/Contractor related to this contract.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, EMPLOYER and request the Chairman-cum-Managing Director, EMPLOYER to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to EMPLOYER and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to EMPLOYER.
- (6) The IEM will submit a written report to the Chairman-cum-Managing Director, EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by EMPLOYER and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Chairman-cum-Managing Director, EMPLOYER, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, EMPLOYER has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (8) The word 'IEM' would include both singular and plural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of EMPLOYER. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.

- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the IEM in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & On behalf of EMPLOYER)
 (Office Seal)

 (For & On behalf of Bidder/Contractor)
 (Office Seal)

Place: _____

Witness 1 : _____

(Name & Address) _____

Date: _____

Witness 2 : _____

(Name & Address) _____

No.1/36(5)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 22/9/2019

ORDER

In exercise of the powers conferred by the Central Government Vide Notification No. S.O.190(E) dated 19th January, 2017 of the Ministry of Labour & Employment, the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average consumer price index number for the preceding period of six month ending on 30.06.2019 reaching 310.83 from 301.33 (Base 2001-100) and thereby resulting in an increase of 9.5 points for **Industrial workers** and direct that this order shall come into force w.e.f. 01.10.2019.

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	80
B	66
C	53

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.10.2019 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY			
	Basic Wages (Rs.)		V.D.A (Rs.)	Total (Rs.)
A	523	+	80	= 603
B	437	+	66	= 503
C	350	+	53	= 403

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 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.


(RAJAN VERMA)

CHIEF LABOUR COMMISSIONER(C)

As per list attached

F.No.1/36(3)/2019-LS-II
Government of India
Ministry of Labour & Employment
Office of the Chief Labour Commissioner(C)
New Delhi

Dated: 3/9/2019

ORDER

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated 19th 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 number for the preceding period of six months ending on 30.06.2019 reaching 310.83 from 301.33 (base 2001 = 100) and thereby resulting in an increase of 9.5 points for **Industrial Workers** as under. This order shall come into force w.e.f. 01.10.2019

The rates of Variable Dearness Allowance for employees employed in **CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.**


Category of worker	Rates of V.D.A. Area wise per day (in Rupees)		
	A	B	C
Unskilled	80	66	53
Semi-Skilled/Unskilled Supervisory	87	75	62
Skilled/Clerical	96	87	75
Highly Skilled	104	96	87

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.10.2019 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)		
	A Area	B Area	C Area
Unskilled	523+80=603	437+66=503	350+53=403
Semi-Skilled/Unskilled Supervisory	579+87=666	494+75=569	410+62=472
Skilled/ Clerical	637+96=733	579+87=666	494+75=569
Highly Skilled	693+104=797	637+96=733	579+87=666

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 19th January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.


(RAJAN VERMA)
CHIEF LABOUR COMMISSIONER(C)

As per list attached

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

H .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 18, Institutional Area, Shaheed I eet Singh Marg, New Delhi -110016 (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 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) [xxxxxxxx] : 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 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 I objective /activity of the CONTRACTING AGENCY] and is desirous providing service to the [on/in/for] [name of the area of service contract]

1.2.2 WHEREAS at its [NAME OF THE OFICE] (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 herein 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 CONTRCITING 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 Appendix1 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 the midterm of contract period. If at any stage 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 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 as per para 2 of tender document.

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 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.

1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly, the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees/sick workers or otherwise on valid reasons.

1.6.4 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.

1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payments to them. Workers provided by CONTRACTING

AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.

1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property/ equipment I 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.]

1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

1. 7 RESPONSIBILITIES OF THE INDENDING 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 number of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after deducting the days of absence without suitable replacement or poor performance.

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

CJ 1.9.1 during the tenure of the Agreement and [..... years] thereafter the CONTRACTING AGENCY undertake on their behalf of* their subcontracts I employees/ representatives I 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 MAJEURE

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 occurence 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 occurence 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, 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 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/speed post to the CONTRACTING AGENCY by the INDENTING OFFICE shall be considered as duly

served if the same shall have been delivered to, left with or posted by registered mail/speed post by the INDENTING OFFICE at its registered address at [New Delhi / 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
..... 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
Contracting

Parties

For and on behalf of

Agency

Signature

Name

Designation

Seal. ... ,

Witness (Name and Address)

Signature

Name

Designation..... ,

Seal

Witness (Name and Address)