



# केन्द्रीय विद्यालय कमान अस्पताल

KENDRIYA VIDYALAYA COMMAND HOSPITAL

(मानव संसाधन विकास मंत्रालय, भारत सरकार/ Ministry of HRD, Govt. of India)

अलीपुर, कोलकाता, पश्चिम बंगाल / ALIPORE, KOLKATA, WEST BENGAL. पिन/PIN-700027

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विद्यालय संख्या / School No. : 1267 सीबीएसई संबद्धता संख्या / CBSE Affiliation No. : 2400025

F.25089/KVCH/2020-21/

DATE: 01.06.2020

Price: Rs.500/- (Those who download the tender document from Website should enclose a DD towards cost of tender in favour of **KV Command Hospital VVN Fund A/c, Payable at Kolkata along with the bid.**

## TENDER DOCUMENT

**Subject:** Inviting tender for Engaging Service Provider Firm for Providing Manpower through Service Contract -Regarding.

Madam/  
Sir,

The Kendriya Vidyalaya Sangathan, a central 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 Government Employees among others. **Kendriya Vidyalaya Command Hospital is Co-Education School under Ministry of HRD.**

1. Sealed Competitive Quotations are invited by the undersigned from reputed/ registered consultant/ service provider firm/ agencies for providing manpower through service contract initially for a period of 01 (one) year for its premises/ building from the date of signing the contract which may be extended by another one year as per the terms and condition.

Sl. No.	Category	No. of persons
01	Security Guards (Civilian)	04 (Four)
02	Housekeeping	08 (Eight)
03	Gardener	01 (One)

An outline of tasks to be carried out by different categories of manpower is detailed as under

S.N.	Category of	Responsibilities
1	Security Guards	Provision of round the clock security to the entire KV Command Hospital building and surrounding area.
2	Housekeeping	General up keep of Vidyalaya Building and surroundings.
3	Gardener	General up keep of Vidyalaya Garden.

## 2. Quoted Price:

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

- (b) The Service Tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately in Annexure A only.
- (c) Rates quoted shall be fixed for the duration of the contract, which is for one year from the date of award of contract, and shall not be subject to adjustment except the statutory provisions, if any.
- (d) Correction if any shall be made by crossing out, initialing, dating and rewriting
- (e) **Bidder shall deposit Rs.40000/- (Rupees forty Thousand only) as Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favour of KV Command Hospital VVN Fund A/c, Payable at Kolkata along with the bid.** The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (f) Telex or facsimile Bids are not acceptable.
- (g) Each Bidder must submit only one quotation.

### **3. Validity of Bid**

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

### **4. ELIGIBILITY**

- a. The tenderers" should have the experience of providing similar works during last Five years in any of the Central/State Departments/PSU/ Educational Institutions/ Local Bodies etc. proof of this affect to be attached for at least 03 organizations.
- b. The agency should submit a declaration for not being blacklisted by any Government or other organizations.
- c. For security services it is mandatory for the contracting Agency to submit the attested copy of license obtained from the Home Department, GNCT of West Bengal for running the business of private security agencies operating in the NCT of West Bengal, failing which the bid will be treated as disqualified/ nonresponsive.
- d. The Company/Firm should have EPF, ESI, EWF and GST registration.
- e. The Company/Firm should have Trade License for undertaking the job.
- f) The Company/Firm should comply with the provisions as provided under Labour Laws.
- g) The Company/Firm should have its registered/ well established office(s) at Kolkata.
- h) The Company/Firm should have rendered satisfactory service in this field to reputed organizations for at least five years.
- i) The Company/Firm should have infrastructure strong enough to meet the requirements of the Vidyalaya.

### **5. Terms and Condition:-**

- (a) The remuneration to the workers shall be disbursed by the contractor through **e-payment mode only i.e by NEFT/RTGS (A copy to be enclosed along with monthly bill).**
- (b) The Contracting Agency will ensure payment of salary by the 5<sup>th</sup> of every month to their employees provided to this institute 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 duplicate after making the payment to the employees provided to the institute supported with the details of disbursement made to the staff furnishing NEFT/RTGS details for each payment.
- (d) Proof of payment of statutory obligation such as EPF, ESI and any other applicable tax, should be submitted by the contractor every month not later than 15<sup>th</sup> day of the Month.
- (e) Payment to the contracting Agency will be released within 15 days from the date of receipt of the documents as mentioned in (c) and (d) mentioned above.
- (f) The Contracting Agency will provide Identity Cards to all its employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (g) The Contracting Agency shall provide the Police verification Certificate (Character and Antecedent Certificate) of the persons engaged for the assigned contractual jobs before actually sending them to the institute for work, after the award of the contract.
- (h) Working hours for Housekeeping staff will be from 07:00 am to 4:30 pm. (Six days from Monday to Saturday). However, the KV, Command Hospital reserves the right to request the services of housekeeping staff on Sundays/ Holidays/ beyond office hours as well, if such need arises. The Contracting Agency will provide security services round the clock all the days in a „month according to the duty timing shown at pre-pages/ above. KV Command Hospital 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.
- (i) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula

Total Monthly Remuneration= Monthly remuneration – A1

Where A1=  $\frac{\text{Monthly remuneration}}{\text{No of days in the month}} \times \text{No. of days of absence}$

- (j) The Candidates/ Manpower provided by the Contracting Agency shall be accepted only after scrutiny by the KV, Command Hospital. 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 Command Hospital. In case, none is found suitable, then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence/unsuitability for KV Command Hospital shall be made within 24 hours.
- (k) The contracting Agency will be required to sign a contract with KV, Command Hospital as per the model contract enclosed for ready reference (Vide Annexure B). The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (l) In case of any loss, theft, sabotage caused by/ attributable to the personnel deployed, the **KV, Command Hospital** reserves the right to claim and recover damages from Contracting Agency.
- (m) The Contracting Agency shall provide to their security personnel with neat, smart summer uniform as well as winter uniform with insignia.
- (n) The tenderers should take care that no column in the tender is left blank which would otherwise make the tender liable for rejection. If any column has to be left blank, it should be filled as „Not Applicable“.
- (o) Any act or effort on the part of the tenderer to influence anybody in the office is liable for rejection of tender.

- (p) **The agency must follow the latest circular of Labour & Employment Department, Government of India applicable in Kolkata (West Bengal)** while quoting the minimum rate of wages of security personnel of watch & ward/Conservancy Services / Gardener.
- (q) The rates are inclusive of all charges/ taxes but **exclusive of Service Tax. As Kendriya Vidyalaya Command Hospital is Co-Education School under Ministry of HRD, no service tax is payable to Service Provider.**
- (r) The rate quoted by the Agency involving fraction of 50 paise and above shall be rounded off to the next higher rupee and the fraction of less than 50 paise shall be ignored. No additional claim or claim for enhancement will be entertained.
- (s) The security staff will be maintained on rolls and the agency will pay their salaries, allowances etc. meet the cost of dress, shoe, cap, torch and lathi as the case may be and deposit EPF, ESI etc. with the concerned authorities.
- (t) The contract shall be valid initially for one year and can be curtailed/ extended by the **KV, Command Hospital**. Either party can terminate the contract with 30 days prior notice.

**6. Essential Requirement for Evaluating of Bid:-** The Quotation will be treated as non-responsive if following documents are not attached :-

- (a) Registration Certificate of the firm.
- (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 **03 (three) years**.
- (c) Audited Balance Sheet & Profit and loss Account for the past **three** years.
- (d) List of clientele during last **03 Years** along with cost of assignment.
- (e) Proof of experience as required vide para(a) of eligibility.
- (f) Self-attested copy of PAN/TAN and current IT clearance certificate.
- (g) Self-attested copy of proof of EPF registration.
- (h) Self-attested copy of proof of ESI Registration
- (i) Self-attested copy of proof of Service Tax/GST registration.
- (j) Self-attested copy of valid labour License
- (k) Self-attested copy of valid Trade License
- (l) Attested copy of License/ renewal of license from home department.
- (m) Annual return of EPF with chalangans of last 02 years.
- (n) Annual returns of ESI with chalan for last 02 years.
- (o) UAN No. & IP No. of minimum 100 employees whose contribution has been made for past 1 year.
- (p) The Bidder's deposit Rs. 40,000 ( Rupees Forty Thousand Only) in the form of Demand Draft drawn in favour of **KV Command Hospital VVN Fund A/c**, account, payable at Kolkata as earnest money also along with the Bid. **The earnest money shall be returned to the unsuccessful bidder after the award of the contract.**
- (q) Declaration on Non Judicial Stamp Paper that all information given in tender are authentic and absolutely true. (As given below)

**DECLARATION**

It is certified that I/We ..... Shall be responsible for correct deposit of EPF & ESI as per Rules and submit the same with monthly bills. The details submitted for tender is absolutely correct and authentic as per labour law. I/ We will be responsible for incorrect information & discrepancies in future.

Signature \_\_\_\_\_  
Name of the Firm \_\_\_\_\_

(II) **Remuneration of staff should be the minimum wages determined by the Central Government Rates quoted below minimum wages determined by the Central Govt. applicable in West Bengal (Name the State/ UT) shall render the quotation disqualified for evaluation.** The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central 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 Institute shall not entertain any such claim of the person employed by the contractor and shall not be liable for it.

**7. Award of contract:**

- I. The Indenter will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price.
- II. The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower.
- III. 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.
- IV. 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 without assigning any reason.**

**8. Last Date & Time of receipt of Quotation**

The sealed quotation super-scribed on the envelope as “**Tender for providing Security Guard, Gardener & Housekeeping Staff for the Year 2020-21**” should reached at KV, Command Hospital office by Speed/Registered Post on or before **21.06.2020 (Friday)** by **02.00pm**. The Quotations will be opened on **26.06.2020 (Saturday)** at **02.30 pm** in the office of the Principal.

The Indenter looks forward to receive the bid in the format of bid attached only and appreciates the interest of the service provider in the KVS.

Yours faithfully

Name :( Vinod Kumar Mathpal)

Designation: PRINCIPAL

Kendriya Vidyalaya Command Hospital, Kolkata-27.

**Encl:-**

1. Annexure I: General Information.
2. Annexure II: Format of bid for quoting rates
3. Annexure III: Undertaking
4. Annexure IV: Terms and conditions for Housekeeping Jobs
5. Annexure V: Terms and conditions for Security Services
6. Annexure VI: Terms and conditions for Gardening Services
7. Letter of authorization for attending bid opening

**Open Tender for Deployment of Personnel under Security  
Guard, Conservancy Services and Gardener**

**GENERAL INFORMATION**

1. Tender No. Date : .....
2. Name and address of the Agency : .....
- .....
- .....
3. Telephone No. : .....
4. Name of Proprietor / Managing Partner / Director : .....
- .....
5. Registration No. of the Agency : .....
6. Permanent Account No. (PAN/TAN) : .....
7. Service Tax/GST Registration No. : .....
8. GST Registration No. : .....
9. (Total value of Annual turnover a) 2017-18 = .....
- and the audited statement for the b) 2018-19 = .....
- last three years to be submitted): c) 2019-20 = .....
10. Details of EMD Rs. 40000/- : DD No. Date Bank
- .....

It is to certify that, I/ we have carefully gone through all the above contents of the tender documents, thereby fully understood the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place: Name of the Tenderer \_\_\_\_\_

Date: Name of the Signatory \_\_\_\_\_

Name with Seal \_\_\_\_\_

**KENDRIYA VIDYALAYA COMMAND HOSPITAL. KOLKATA-27.****FORMAT OF BID**

S. No.	Category of manpower	Wages per month per person	EPF Rate (Amount)	ESI Rate (Amount)	**Agency Service Charge	Grand total (3+4+5+6+7)
1	2	3	4	5	6	7
1.	<b>Security Guard (without arms)</b>					
2.	<b>Housekeeping Staff</b>					
3	<b>Gardener Staff</b>					

**\*\* Agency Service Charge-** Agency Service Charges shall not be Zero. Failing which quotation will be treated as Unresponsive. For more details please refer to GOI, Min of Finance OM dated 28.01.2014 upheld by Min. of Commerce OM dated 17.09.2014 and KVS Guidelines.

**Note:**

- All Figures should be quoted in Rupees.
- The rate quoted should be commensurate to the provisions of Minimum Wages act in force by Government of India applicable in West Bengal.
- Rates for the security guard should be quoted for full month i.e. based on the circular of minimum wages for a month of 30 days as per government orders.
- Rates for Housekeeping Staff and Gardening Staff should be quoted for 26 days only.
- Rates quoted should be inclusive of all statutory liabilities of the contractor and the Institute will not be responsible for any lapse in this regard.
- Rates quoted in a manner other than required as mentioned in note (2), (3) & (4) above shall not be considered in any case.
- As KV Command Hospital is an education Institute, catering to the education needs of students therefore, **no service tax is payable.**
- Rounding off of fractional figures will be done only under column number .**
- TDS will be deducted @ 2% of monthly bill.

I/ We agree to provide the above service of man-power and to abide by the terms and conditions contained in the bid document and also agree to enter into the agreement. Bid Security of **Rs.40000/- (Rupees forty Thousand only)** in favour of **KV Command Hospital VVN Fund A/c** payable at *Kolkata* is furnished herewith vide Bank Draft No. ....Dated.....Drawn on .....  
(Name of Bank and Address)

Signature; \_\_\_\_\_

Name \_\_\_\_\_

Seal of the firm

Date:

**Tender for Deployment of Personnel under Watch and Ward / Conservancy Services / Gardener**

**Tender No.**

**Date:**

**UNDERTAKING**

It is certified that my firm/agency/company has never been blacklisted by any of the Government or other organization and no criminal case pending against the said firm/agency/company.

**Place:**

Name of the Tenderer \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

**Date:**

Signature with seal \_\_\_\_\_



**TERMS AND CONDITION FOR HOUSEKEEPING JOBS ETC FOR KV COMMAND HOSPITAL**

01	Name of the Institute	Kendriya Vidyalaya Command Hospital,
02	Address / Location of the Building	Kendriya Vidyalaya Command Hospital Alipore, Kolkata - 700027.
03	No. of days During the month for which the service are required	26 days Additional charges for cleaning work on holiday(s) whenever required will be payable

**Scope of work**

- a. Daily work (from 07.00 am to 4:30 pm) or as may be decided by the Institute.
1. Sweeping of entire area of the Institute and surrounding of Building including residential complex and collection of all waste material and disposal of the same as per the instructions of the Principal.
  2. Cleaning of the floor area with floor duster and mopping with detergent/ disinfectant etc. once in the morning before opening the Institute and thereafter every 02 hours especially in the areas like corridors, stairs and reception etc. Spray of finit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
  3. Cleaning and washing of toilets and urinals using deodorant, detergent & disinfectants **Three Times a day** or as may be specified by the teacher in-charge or Principal.
  4. Cleaning of Carpets, durries etc. using vacuum cleaner.
  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, lawn etc. within the boundary of the institute & residential are and the area adjacent to main gate.
  7. Regular dusting /cleaning of furniture (table & Chair) and equipment, telephones, books cases, filing cabinets, almirhas and doors and windows of rooms and other spaces of the Institute before opening of the Institute.
  8. The choking of sanitary installation e.g. Traps Bottle, traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
  9. All complaints of leakage in the G.I. pipes etc. 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 of the entire Vidyalaya plant.
  2. Acid cleaning of sanitary installation and tiles without damaging their shine.
  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, washing and pressing (Ironing) on curtains & Table cloths.
8. Removal of cobwebs in the rooms and other spaces of the Institute.
9. Any other work assigned by the Authority.

**c. REQUIREMENTS FROM THE STAFF OF THE AGENCY THEIR DUTIES, BEHAVIOUR ETC.**

1. The contractor shall comply with all the laws and regulation applicable in the matter of such workers as are engaged by it.
2. The Contractor's Staff shall not disturb the employees of the Institution or make any sort of noise in the Institute premises.
3. The Contractor's worker 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. The Police Verification Certificate of each individual to be engaged by the contractor along with their Profiles & photos should be submitted by the contractor. As far as possible the contractor shall not change the persons engaged without prior information and permission from the Director. If under un-avoidable circumstances, any replacement is to be made, the contractor shall provide his Police Verification Certificate, Profile & Photo to the Director at the time of introducing the new person/replacement.
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 Institute shall have the right to impose cash penalty on the contractor or deduct such amount from its security deposit in case the Institute 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 Central Government for the state and will include such other benefits as may be available to its employees under the relevant acts and Regulations applicable in the state. The Institute shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The payment of wages will have to be made through e-payment (NEFT/RTGS) on 5<sup>th</sup> of every month.
9. Insurance and accident risks of the workers will be the responsibility of the Contractor.
10. The contractor shall in no case transfer the services required to be performed under this agreement to any other contractor or person without prior permission from the Institute in writing.
11. The contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Institute. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
12. The Institute reserves the right to order any worker of the contractor to leave the premises of the Institute if his/ her presence at any time is felt undesirable.
13. The contractor shall submit the proof of deposit of EPF, ESI & Service Tax etc. to the concerned authorities.
14. KV, Command Hospital is a „**No Tobacco Zone**“, the contractor shall ensure that employees engaged by the firm don't take tobacco or alcohol in any form in the office premises.

**d. GENERAL CONTITIONS**

1. **Agreement:** - For one year extendable for one more year with the consent of both the parties, based on the outstanding performance of the work done in the first year of contract by the contractor.

2. **Terms of Payment:** - The KV, Command Hospital 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 Institute or her/ his nominee "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 Institute.
3. The Contracting Agency will ensure payment of salary by e-payment (NEFT/RTGS) by the 5<sup>th</sup> of every month to their employees provided to this institute as per the monthly remuneration and OTA charges quoted without any deduction.
4. The contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the institute supported with the details of disbursement made to the staff furnishing e-payment details for each payment.
5. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax, should be submitted by the contractor every month not later than 15<sup>th</sup> day of the Month.
6. Payment to the contracting Agency will be released within 15 days from the date of the receipt of the documents as mentioned in ( 4 ) and (5) mentioned above.

**e. Notice of Termination of contract:-**

- a) The contract can be terminated without assigning any reason by giving one Months" notice in writing by either side.
- b) **SUPERVISION:** The contractor shall supervise the cleaning and maintenance service on a regular basis who will report to the designated officer or any other office of Institute so authorized as and when he is required to do so by the Institute.
- c) **RATES:** Rates are fixed per month basis (26 days for Housekeeping Staff) for the sole unit (covered area, open area, surrounding stairs, lobbies corridors, toilets etc.) and for all items of work **without material**. When work is taken for a period less than a month because of closure of school then payment will be made accordingly.
- d) **ARBITRATION:** In case of any dispute between the Contractor and the Institute arising out of or in relation to the agreements, the dispute shall be referred to a sole Arbitrator to be appointed by the institute and the decision of the Arbitrator shall be conclusive and binding on both the parties. The arbitration shall be governed by the provisions of the Indian Arbitration Act. 1940.
- e) **JURIDICTION:** The courts at the Station (Kolkata, West Bengal) will have jurisdiction over all legal disputes under this agreement.

PRINCIPAL

Signature of the contractor

**TERMS AND CONTITION FOR SECURITY SERVICES FOR KV, COMMAND HOSPITAL**

01	Name of the Institute	Kendriya Vidyalaya Command Hospital
02	Address / Location of the Building	KV Command Hospital Alipore, Kolkata -700027
03	No. of days During the month for which the service as required	All days including holidays and round the clock.

**SCOPE OF WORK**

**A. TERMS AND CONDITIONS TO BE EXECUTED BETWEEN THE AGENCY AND KV COMMAND HOSPITAL FOR PROVIDING SECURITY SERVICES.**

1. That the agency shall provide security arrangements for KV Command Hospital building & premises located at Command Hospital, Command Hospital Circular Road, Kolkata -700027 with effect from the date of signing of the agreement.
2. That the agency would undertake to engage, employ and provide the requisite number of trained security for the purpose as mentioned in this Quotation and also be responsible for payment of their emoluments and dues, & discipline and work.
3. That the entire responsibility for providing safety and security for the said building and the assets in and outside the rooms and premises is of the agency and the KV Command Hospital will not be liable to pay anything for the security lapses as provided. The Agency will be responsible for any loss of property etc. The entire cost of the loss caused due to negligence of duty of the persons employed by the Agency will be charged from the Agency. The Contractor shall provide lathi, high power battery torch and whistle etc. to the security guards.
4. That the Agency shall provide complete and continuous security measures throughout 24 hours by changing the personnel in rotation or replacement once in every eight hours.
5. **The contract is strictly for a period of one year from the date of signing of the contract.** It may be extended for one more year with the consent of both the parties, strictly based on the outstanding performance of the work done in the first year of contract by the contractor.
6. That the KV Command Hospital on its part shall not be liable to pay any charges, dues, compensation to the security men of the Agency in the event of any of accident. This shall be the responsibility of the Agency only who shall be the employer(s) of such personnel.
7. Any dispute arising out of or in relation to this agreement shall be referred to a sole arbitrator to be appointed by the KVS as per the Indian Arbitration Act. The Seat of the arbitration and the proceeding shall be at such place as decided by the KVS and shall be governed by the Indian Arbitration Act. 1940.
8. The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central Government applicable in Kolkata, W.B, and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the state. The Institute shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The payment of wages will have to be made through E-payment (NEFT/RTGS) only on or before 5<sup>th</sup> of every month..

## B. REQUIREMENT FROM THE STAFF OF THE AGENCY, THEIR DUTIES, BEHAVIORS ETC.

1. The Agency shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
2. The Agency's Staff shall not disturb the employees of the Institution or make any sort of noise in the Institutions premises.
3. The Agency's worker shall be polite, courteous, well behaved and honest.
4. The Agency 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. The Police Verification Certificate of each individual to be engaged by the Contractor along with their Profiles & photos should be submitted by the contractor. As far as possible, the Contractor shall not change the persons engaged without prior intimation to and approval of the. If, under un-avoidable circumstances, any replacement is to be made, the Contractor shall provide his Police Verification Certificate, Profile & Photo to the Director at the time of introducing the new person/replacement.
6. The Agency's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
7. The Institute shall have the right to impose cash penalty on the contractor or deduct such amount from its security deposit in case the Institution 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 Agency shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the state Government and will include such other benefits as may be available to its employees under the relevant acts and Regulations applicable in the state. The Institute 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. The Agency shall in no case transfer the services. The Contracting Agency only shall provide the services for which the contract has been signed.
11. The contractor shall employ the number of workers as specified in the tender notice to ensure that the work is done in time to the satisfaction of the Institute.
12. The Institute reserves the right to order any worker of the contractor to leave the premises of the Institute, if his presence at any time is felt undesirable.
13. The contractor shall submit the proof of deposit of EPF, ESI & Service Tax etc. to the concerned authorities by the 15<sup>th</sup> of every month.
14. The contractor shall employ required number of workers as per the agreement to ensure that the work is done in time to the satisfaction of the KV Command Hospital.
15. KV Command Hospital is a „**No Tobacco Zone**“, the contractor shall ensure that employees engaged by the firm don't take tobacco or alcohol in any form in the office premises

### C. GENERAL CONDITIONS

1. **Agreement:** - The contract is strictly for a period of one year from the date of signing of the contract. It may be extended for one more year with the consent of both the parties, strictly based on the outstanding performance of the work done in the first year of contract by the contractor.
2. **Terms of Payment:** The KV Command Hospital 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 KV Command Hospital or his nominee "that the work has been done satisfactory". 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.
3. The Contracting Agency will ensure payment of salary by E-payment (NEFT/RTGS) by **the 5th of every month to their employees** provided to this institute as per the monthly remuneration and OTA charges quoted without any deduction.
4. The contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the institute supported with the details of disbursement made to the staff furnishing e-payment details for each payment.
5. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax, should be submitted by the contractor every month not later than 15<sup>th</sup> day of the Month.
6. Payment to the contracting Agency will be released within 15 days from the date of the receipt of the documents as mentioned in ( 4 ) and (5) mentioned above.

### D. NOTICE OF TREATMENTATION OF CONTRACT

The contract can be terminated without assigning any reason by giving one month"s notice by either side.

a) **SUPERVISION:-**

The contractor shall personally supervise the services of the personal and report to the Principal, KV Command Hospital as and when he is required to do so.

b) **ARBITRATION**

In case of any dispute between the contractor and the KV Command Hospital out of or in relation to the agreement, the dispute shall be referred to a sole Arbitrator to be appointed by the KV Command Hospital 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 Arbitration Act 1940.

c) **JURISDICTION**

The court at the station (Kolkata) will have jurisdiction over all legal disputes under this agreement.

PRINCIPAL

Signature of contractor

**TERMS AND CONDITION FOR GARDENING STAFF FOR KV COMMAND HOSPITAL**

01	Name of the Institute	Kendriya Vidyalaya Command Hospital,
02	Address / Location of the Building	Kendriya Vidyalaya Command Hospital Alipore Kolkata -700027.
03	No. of days During the month for which the service are required	26 days Additional charges for cleaning work on holiday(s) whenever required will be payable
04	Working area	Entire Vidyalaya campus and surrounding area.

**Scope of work**

A. Daily work (from 07.00 am to 4:30 pm) or as may be decided by the Institute.

**Maintenance and upkeep of gardens, play-fields and compound of the Vidyalaya****Terms and conditions for providing services of gardening in the Vidyalaya**

1. That the agency shall provide gardening arrangements for Kendriya Vidyalaya premises located at Command Hospital.
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 person employed by it.
4. That the tenure of the service provides complete continuous gardening measures throughout the year to the Vidyalaya.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the agency for a period of one year from the date of termination of the contract.
6. That the tenure of service agreement shall be initially for a period of one year and thereafter it shall continue till either side intends to terminate giving one months" 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, compensations under any of the industrial loss or other loss applicable in this behalf to the personal 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 Command Hospital as per the Indian Arbitration Act. The seat of the Arbitration shall be at Kolkata and the proceedings shall be governed by the Indian Arbitration Act- 1940.

## B. REQUIREMENTS FROM THE STAFF OF THE AGENCY THEIR DUTIES, BEHAVIOUR ETC.

- a. The contractor shall comply with all the laws and regulation applicable in the matter of such workers as are engaged by it.
- b. The Contractor's Staff shall not disturb the employees of the Institution or make any sort of noise in the Institute premises.
- c. The contractor's worker shall be polite, courteous, well behaved and honest.
- d. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- e. The antecedents of all the workers will be got verified from police by the agency before deployment for work. The Police Verification Certificate of each individual to be engaged by the contractor along with their Profiles & photos should submitted by the contractor. As far as possible the contractor shall not change the persons engaged without prior information and permission from the Director. If under un-avoidable circumstances, any replacement is to be made, the contractor shall provide his Police Verification Certificate, Profile & Photo to the Director at the time of introducing the new person/replacement.
- f. The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
- g. The Institute shall have the right to impose cash penalty on the contractor or deduct such amount from its security deposit in case the Institute is put to any financial loss directly or indirectly by any act of omission or commission on the part of the contractor's workers.
- h. The contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central Government for the state and will include such other benefits as may be available to its employees under the relevant acts and Regulations applicable in the state. The Institute shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The payment of wages will have to be made through e-payment (NEFT/RTGS) on 5<sup>th</sup> of every month.
- i. Insurance and accident risks of the workers will be the responsibility of the Contractor.
- j. The contractor shall in no case transfer the services required to be performed under this agreement to any other contractor or person without prior permission from the Institute in writing.
- k. The contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Institute. Sufficient workers will be employed for discharging the responsibility with supervisors to supervise the work.
- l. The Institute reserves the right to order any worker of the contractor to leave the premises of the Institute if his/ her presence at any time is felt undesirable.
- m. The contractor shall submit the proof of deposit of EPF, ESI & Service Tax etc. to the concerned authorities.
- n. KV, Command Hospital is a „**No Tobacco Zone**“, the contractor shall ensure that employees engaged by the firm don't take tobacco or alcohol in any form in the office premises.



### C. **GENERAL CONTITIONS**

- a. **Agreement:** - For one year extendable for one more year with the consent of both the parties, based on the outstanding performance of the work done in the first year of contract by the contractor.
- b. **Terms of Payment:** - The KV, Command Hospital 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 Institute or her/ his nominee "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 Institute.
- c. The Contracting Agency will ensure payment of salary by e-payment (NEFT/RTGS) by the 5<sup>th</sup> of every month to their employees provided to this institute as per the monthly remuneration and OTA charges quoted without any deduction.
- d. The contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the institute supported with the details of disbursement made to the staff furnishing e-payment details for each payment.
- e. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax, should be submitted by the contractor every month not later than 15<sup>th</sup> day of the Month.
- f. Payment to the contracting Agency will be released within 15 days from the date of the receipt of the documents as mentioned in ( 4 ) and (5) mentioned above.

### D. **Notice of Termination of contract:-**

- f) The contract can be terminated without assigning any reason by giving one Months" notice in writing by either side.
- g) **SUPERVISION:** The contractor shall supervise the cleaning and maintenance service on a regular basis who will report to the designated officer or any other office of Institute so authorized as and when he is required to do so by the Institute.
- h) **RATES:** Rates are fixed per month basis (26 days for Housekeeping Staff) for the sole unit (covered area, open area, surrounding stairs, lobbies corridors, toilets etc.) and for all items of work **without material**. When work is taken for a period less than a month because of closure of the Institute rates would be calculated for a day and payment made accordingly.
- i) **ARBITRATION:** In case of any dispute between the Contractor and the Institute arising out of or in relation to the agreements, the dispute shall be referred to a sole Arbitrator to be appointed by the institute and the decision of the 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) **JURIDICTION:** The courts at the Station (Kolkata, West Bengal) will have jurisdiction over all legal disputes under this agreement.

PRINCIPAL

**Signature of the contractor**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No.:

**To  
The Principal  
Kendriya Vidyalaya Command Hospital  
Kolkata -27.**

Madam,

**Subject: Authorization for attending bid opening on \_\_\_\_\_(Date) in the Tender for  
Manpower Services for the KV, Command Hospital, Kolkata-27.**

(Tender No.: \_\_\_\_\_ Date: \_\_\_\_\_ )

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_(Bidder) in order of preference given below.

**Order of Preference Name Specimen Signature**

1.

2.

OR

Officer authorized to sign the bid

Documents on behalf of the bidder.

**Note:**

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not produced.