

केन्द्रीय विद्यालय सैनिक छावनी
पांगोड, तिरुमला डाक, तिरुवनंतपुरम
KENDRIYA VIDYALAYA, ARMY
www.kvpangode.nic.in
PANGODE, THIRUMALA P.O.
THIRUVANANTHAPURAM 695006



Pho : 0471-2351784 Fax: 2351784
E-Mail : kvpngd@yahoo.co.in
CANTT. Web:

CBSE SCHOOL CODE: 06529
CBSE AFFILIATION NO: 900006

F.No.1807/2-29/2017-18/

Date:-11.01.2018

M/s

.....

TENDER DOCUMENT

Sub: "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract for **House Keeping (including material) Security, Gardner, and Data entry operator.**

Sir/Madam,

The Kendriya Vidyalaya Pangode Thiruvananthapuram is an Autonomous Organisation under Ministry of Human Resource Development, Govt. of India funded by the Govt.

2. Sealed competitive Bids are invited by **Kendriya Vidyalaya Pangode** from **reputed/ registered** / Service Provider Firms for providing manpower for **House Keeping (including material) Security, Gardner, and Data entry operator** through service contract initially for a period of 01 (one) year w.e.f the date of effectiveness of the agreement, unless extended by another one year on mutual agreement.

S. No.	Category of Man power	Number of Man power required	Minimum Qualifications and /or experience	Duration of work	Responsibilities
1	Workers for cleaning and sanitation (Ladies)	6	Literate /Experienced	7.30 am to 5.00 pm (with lunch break 1 hr)	Details of works & conditions attached in Annexure I
2	Security Personal (Gents)	4	VIII Standard with experience as security Guard (Ex- Service Men preferred)	Main Gate - round the clock Primary Gate School playground - 8.00 am to 5.00 pm Administration Block Entrance gate - 8.00 am to 5.00 pm	Details of works & conditions attached in Annexure II
3	Gardener	1	Middle Pass - An Experienced Gardner with training and experience in gardening/grass cutting/ landscaping etc	8.00 am to 5.00 pm	Details of works & conditions attached in Annexure III
4	Data Entry/ Secretarial Work	2	Degree with good knowledge in computer & Tally	Office timing	Office Assistance/ Computer work /data processing & Tally /

The required Man power may vary depending up on the need of the Vidyalaya in any/all the services

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

3. Quoted Price:

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

(b) The service tax and any other such tax liable to be paid 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.

(d) The Bidder shall deposit Rs **2,000/- (Rs. Two Thousand only)** in the form of **DD for each service drawn** in favour of VVN A/C Kendriya Vidyalaya Pangode payable at THIRUVANANTHAPURAM as earnest money along with the Bid. **(No EMD for already registered firms)**

The earnest money shall be returned to the unsuccessful bidders after the award of contract.

(e) The selected firm has to furnish a Performance Security in the form of a **DD for an amount of 10% of the total amount quoted for the year for each service** valid for fourteen months from the date of award of the contract. The Performance Security shall be submitted within 10 days from the date of Notification of Award. The Earnest money shall be returned only after the Performance Security is submitted by the Contracting Agency.

(f) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

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

6. Terms and Conditions:

(A) The remuneration of the staff employed shall be disbursed through cheque or Bank account.

(B) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to KENDRIYA VIDYALAYA PANGODE as per the monthly remuneration quoted without any deduction.

(C) The Contracting Agency will submit the invoice/bill along with proof of disbursement, after making the payment to the employees provided to the Principal KENDRIYA VIDYALAYA PANGODE THIRUVANANTHAPURAM supported with the following documents:-

1. Details of disbursement made to the staff furnishing cheque details for each payment.
2. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

3. Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.

- (D) The Contracting Agency will provide **Identity Card and uniform** (no one will be employed without proper uniform) to all its employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (E) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.

No employee will be allowed if they are not having a proper EPF/ESI registration.

(F) **The normal working hours will be from 7.30 AM to 5.00 PM. from Monday to Saturday.** KENDRIYA VIDYALAYA PANGODE 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.

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

$$\text{Total Monthly Remuneration} = \text{Monthly remuneration} \text{ --- } A1$$
$$\text{where } A1 = \frac{\text{Monthly remuneration}}{\text{Nos.of days in the month}} \times \text{Nos. of days of absence}$$

- (H) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny. Therefore, minimum three to 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.
- (I) The contracting Agency will be required to sign a contract with the KENDRIYA VIDYALAYA PANGODE, THIRUVANANTHAPURAM as per the Model Contract. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (J) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, KENDRIYA VIDYALAYA PANGODE reserves the right to claim and recover damages from the Contracting Agency.
- (K) The antecedents of all the workers will be got verified from the police by the contracting agency before deployment for work.
- (L). The agency will also ensure that the workers /staff deployed are free from aids or any other infectious disease before deployment for work. A medical certificate from a Govt. Doctor (Modern medicine) should be produced.
- (M) The service provider should provide all the cleaning equipments (brooms, Floor duster ,Brush, Toilet cleaning machine etc for which the expenditure may be quoted in ANNEXURE A).

A tentative list of cleaning materials usually required for a month is also given in the Annexure for which the rates should be quoted separately. It may change according to the need of the Vidyalaya.

7. Evaluation of Bid:

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

Eligibility of Bidders.

- 1) The bid will be treated as non-responsive if any of the conditions as per Technical Bids are not satisfied. **(Technical Bid -Application Form should be filled and attached)(Annexure- B).**
- 2) **Remuneration of staff quoted below minimum wages**
applicable for Housekeeping/Security/Gardner/Data entry in the Govt. of Kerala or the Union Govt. shall render the Bid disqualified for evaluation.
- 3) **For evaluation ,the Minimum Wages Act rates of Central Govt or the State Govt whichever is higher will be considered as base as per KVS Rules.**
- 4) Adequate amount if not quoted towards service charge /charges of Uniform/bonus /overhead profit etc may render the Bid disqualified for evaluation.
- 5) The evaluation will be done for all the services separately. The Vidyalaya will award the contract to the lowest evaluated responsive bidder. **For evaluation ,the Minimum Wages Act rates of Central Govt or the State Govt whichever is higher will be considered as base as per KVS Rules.**

8. Award of Contract:

- (a) The Vidyalaya 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 Vidyalaya reserves the right at the time of award of contract to increase or decrease the requirement of manpower para 2 above.
- (c) The Vidyalaya prior to the expiry 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 Vidyalaya 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 reasons

9. Last date and time of receipt of quotations:

You are requested to submit the quotations in separate envelopes super scribed on the envelope Bid for each job. These covers may be placed together in a big cover and sealed and put in the Tender box in front of the **Room. No. 3 (Office) or sent by post** on the envelope as **“Bids for providing Service Contracts” latest by 1.00 pm on 27.01.2018.**

10. The tender not submitted in the prescribed format/incomplete/written in pencil/over writing/correction is liable for rejection. The Vidyalaya Authorities will not be responsible for non-receipt of quotation within the specified date and time due to any reason including holidays or delays.

The quotation will be opened **at 2.30 pm on 27.01.2018.**

The bidders or their representatives who choose to be present at the time of opening of the quotation are invited to do so.

The Vidyalaya looks forward to receiving the Bid in the format of bid attached only and appreciates the interest of the service provider in **KENDRIYA VIDYALAYA PANGODE, THIRUVANANTHAPURAM.**

Yours faithfully,

Signature

Principal

ANNEXURE A

(Please fill and return)

FORMAT OF BID

(GOVT OF KERALA APPROVED RATE)

S. No	Category of Man power	No.	Unit per day remuneration	Unit monthly remuneration	EPF(13.16%)		ESI(4.75%)		Service Charges including overhead and profit	Monthly unit rate (Col.5+7+9+10)	Total monthly cost(c ol.11x3)
					Rate	Amount	Rate	Amount			
1	2	3	4	5	6	7	8	9	10	11	12
1	Workers for cleaning and sanitation (30 days)	6									
2	Security Personal	4									
3	Gardener	1									
4	Data Entry/ Secretarial Work	2									
5	*Cost of cleaning materialsetc										

NOTE:

1. No service tax is levied for Educational Institutions
2. In case of discrepancy between unit price and total price. The unit price shall prevail.
- *3. A list of minimum requirement of cleaning materials to be used per month is enclosed.
4. Provision to monitor the cleaning schedule to be made by the agency through cleaning date sheet which will be monitored by the cleaning monitoring Committee.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the bid document and also agree to enter into the agreement in the format enclosed.

EMD of Rs. _____ (Rupees _____) is furnished in

favour of VVN A/c KV Pangode payable at THIRUVANANTHAPURAM herewith vide Draft

no _____ dated _____

Date

Seal

(Bidder)
Signature:
Name:

ANNEXURE A

(Please fill and return)

(CENTRAL GOVT APPROVED RATE)

FORMAT OF BID

S. No	Category of Man power	No.	Unit per day remuneration	Unit monthly remuneration	EPF(13.16%)		ESI(4.75%)		Service Charges including overhead and profit	Monthly unit rate (Col.5+7+9+10)	Total monthly cost (col.11x3)
					Rate	Amount	Rate	Amount			
1	2	3	4	5	6	7	8	9	10	11	12
1	Workers for cleaning and sanitation (30 days)	6									
2	Security Personal	4									
3	Gardener	1									
4	Data Entry/ Secretarial Work	2									
5	*Cost of cleaning materialsetc										

NOTE:

1. No service tax is levied for Educational Institutions

2. In case of discrepancy between unit price and total price. The unit price shall prevail.

***3. A list of minimum requirement of cleaning materials to be used per month is enclosed.**

4. Provision to monitor the cleaning schedule to be made by the agency through cleaning date sheet which will be monitored by the cleaning monitoring Committee.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the bid document and also agree to enter into the agreement in the format enclosed.

EMD of Rs. _____ (Rupees _____) is furnished in

favour of VVN A/c KV Pangode payable at THIRUVANANTHAPURAM herewith vide Draft

no. _____ dated _____

(Bidder)

Signature:

Date

Seal

Name:

TECHNICAL BID -APPLICATION FORM**(For providing services to KV Pangode Thiruvananthapuram)****(Please fill and return)**

S. No	Particulars	
1	Name of the Organization	
2	Address: E-mail : Telephone No. & Fax: Website:	
3	Name of the contact person: Telephone: Email ID :	
4	Type of the Organization (Public Sector/ Limited/Private limited/Partnership, Proprietary/Society/Any other):	
5	Labour License Registration details: (enclose certificates of Company Registration under the ACT 1970	
6	PAN No (enclose certificate): Please enclose the last 3 Years Income tax return statement.	
7	EPF Registration No.(Attach Copy, Proof of remittance of EPF Share may be enclosed)	
8	ESI Registration No.(Attach Copy, Proof of remittance of ESI Share may be enclosed)	
9	Activities of the Company (Line of Business): (List the activities, Separate list may be attached if necessary)	
10	List of clients(with contact details like Address, contact, contact person, phone number and e-mail id, copy of works contract)	
11	Turnover of the Company for the last 3 years: enclose proof	
12	Total No. of Employees: • Technical Staff • Non-Technical Staff	
13	Banker of the service provider, Name of the Bank, Account No. & IFS code	
14	Any other information the applicant wants to furnish	

Declaration

I hereby declare that the above information/documents /furnished are true to the best of my knowledge. I/we, am/ are well aware of the fact that furnishing of any false information I fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate Law . I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

Place

Date

Signature with Name & Seal

ANNEXURE- I

TERMS AND CONDITIONS FOR CLEANING /SWEEPING/JOBS ETC FOR KENDRIYA VIDYALAYA ARMY CANTT., PANGODE

1. Area of work –

Building of Kendriya Vidyalaya , Army cantt., Pangode:-

Approximately 55 rooms, 10 toilet blocks for students, 5 toilets for staff, wash area in different blocks, open space, Verandah, corridors, stairs, surroundings etc in the entire School Building campus.

2. No. of days during the month –

All days, except Sundays and Gazetted Holidays. Unless otherwise required on written requisition. Additional charges for cleaning/sweeping etc on holiday(s) whenever required will be payable.

SCOPE OF WORK

A) DAILY WORK (from 7.30. AM to 5.00PM with a lunch break of 01 hour.)

- i) Sweeping of the entire area of the building and its surroundings and collection of all waste material and disposal of the same as per the instructions of the Principal.
- ii) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before the opening of the Kendriya Vidyalaya/office and there after every 2 hours especially in the areas like corridors, stairs and reception etc. Spraying of flit/anti-termite treatment and 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 or as may be specified by the Principal.
- iv) Cleaning of carpets and durries etc with vacuum cleaner to be provided by the contractor.
- v) Sweeping and cleaning of open areas, roads, passages, lawns etc. within the boundary of the Vidyalaya.
- vi) Regular dusting/cleaning of office furniture (table and chair) and equipment, telephones, book cases, filing cabinets, almirahs and doors and windows and other fittings including removal of cobwebs every day before opening of the School/office.
- vii) Provision of soap and soap liquid/small towels in the toilet and placing sufficient quantity of odonils cakes in the urinals.

KENDRIYA VIDYALAYA, ARMY CANTT. PANGODE THIRUVANANTHAPURAM

The contractor will ensure that the toiletries mentioned above are always available near each washbasin in the building.

A tentative list of cleaning materials minimum required for a month is given below.

Sl No.	Item to be Used	No.
1	Broom (പുല്ല് ചുല്ല്)	6 or as per requirement
2	Cob Web(വലക്കമ്പ്)	6 or as per requirement
3	Eerkil Chool (ഇരക്കില ചുല്ല്)	12 or as per requirement
4	Acid for cleaning toilets	5 ltr or as per requirement
5	Harpic	5 ltr or as per requirement
6	Phenoil good quality concentrated with fragrance	10 ltr or as per requirement
7	Shovel (കരംഗരി)	6 nos
8	Soap Oil	10 ltr or as per requirement
9	Bleaching powder	3 kg or as per requirement
10	Odonil/HIT etc	20 or as per requirement
11	Towel(dusting)	12 or as per requirement
12	Towel(Small)	12 or as per requirement
13	Mop	6 or as per requirement
14	Hand wash	10 or as per requirement
15	Soap/Surf	6 or as per requirement
16	Sabeena	12 or as per requirement
17	Naphthalene balls	1 kg or as per requirement
18	Room refresher	3 or as per requirement
19	Brush(Wash basin)	10 or as per requirement
20	Toilet brush	10 or as per requirement
21	Gloves	12 or as per requirement
22	Any other item	as per requirement

vii) The choking of the sanitary installations e.g. W.Cs traps, bottle traps, gully traps etc. is to be cleared within 24 hours of noticing of the complaint.

viii) All complaints of leakage in the GI & CI pipes etc. are also to be attended to within 24 hours.

B) ITEMS OF WORK TO BE DONE GENERALLY ONCE IN A WEEK

i) Washing and scrubbing of floor areas with detergents and dirt removing agent.

ii) Acid cleaning of sanitary wares, without damaging their shine.

iii) Removing stains from floors, doors and partitions by using a suitable detergent when 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 etc with glass cleaning chemical/agents and cleaning of partition, paneling etc. Including removal of cobwebs.

C) REQUIREMENT FROM THE STAFF OF THE AGENCY:THEIR DUTIES /BEHAVIOUR ETC.

1. The Contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
2. The Contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the School Premises.
3. The contractor's workers shall be polite, courteous well behaved and honest.
4. The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
5. The antecedents of all the workers will be got verified from police by the agency before deployment for work.
6. The Contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
7. The Kendriya Vidyalaya shall have the right to impose cash penalty on the Contractor or deduct such amounts from its security deposit in case the Kendriya Vidyalayas put to any financial loss directly or indirectly by any act of omission or commission on the part of the Contractor's workers.

8. The Contractor shall be directly responsible for the payment of wages, which should not be less than the minimum wages prescribed by the State Govt. and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.
9. Insurance and accident risks of the workers will be the responsibility of the Contractor.
10. All the workers of Contractors shall be free from infectious diseases. A medical certificate from a Govt. Doctor (Modern medicine) should be produced.
11. The Contractor will ensure that proper license/permission from the concerned authorities, wherever applicable, are obtained promptly.
12. The Contractor shall in no case transfer the services it is required to perform under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
13. The Contractor shall employ sufficient number of workers to ensure that the work is done in time to the satisfaction of the Kendriya Vidyalaya with supervisors to supervise the work.
14. The Kendriya Vidyalaya reserves the right to order nay worker of the Contractor to leave the premises of the Kendriya Vidyalaya if his presence at any time is felt undesirable.

D) GENERAL CONDITIONS

- 1) **AGREEMENT** For one year extendable for one year with the consent of both parties and outstanding performance of the work done during last year by the Contractor
- 2) **TERMS OF PAYMENT** The Kendriya Vidyalaya shall pay the agreed amount to the Contractor on monthly basis after completion of the month and submission of a certificate by the Principal of the Vidyalaya “that the work has been done satisfactorily”. In case the work is found unsatisfactory 50% payment will be withheld and it will be released only when the work is found as of quality and to the satisfaction of the Kendriya Vidyalaya.
- 3) **ROOM FACILITY** The Kendriya Vidyalaya shall provide a small room/space for the Supervisor and storage of material etc to the Contractor free of cost during the period of contract. No name plate of the Contractor shall be allowed on the room and nobody will be allowed to stay in it after School hours.

E. NOTICE OF TERMINATION OF CONTRACT

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

F. STOCK AND SUPPLIES:

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

G. SUPERVISION:

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

H. RATES:

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

I. ARBITRATION:

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

J. JURISDICTION

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

TERMS AND CONDITIONS FOR SECURITY SERVICES

- 1. Area of the Building/other details – Main Gate (24 hour duty in 3 shifts)
Primary Gate, School Playground & Administration
Block Entrance gate (7.30 am to 4.30 pm)**
- 2. No. of days during the month – All the days including holidays.**

SCOPE OF WORK

Providing round the clock security services

TERMS AND CONDITIONS TO BE EXECUTED BETWEEN THE AGENCY AND KENDRIYA VIDYALAYA FOR PROVIDING SECURITY SERVICES

That the agency shall provide security arrangements for Kendriya Vidyalaya building/premises located at Army Cantt., Pangode with effect from the date of effectiveness of the agreement.

1. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-service men are not available others can be engaged for the purpose by the Agency.
2. That the entire responsibility for taking security measure of the said building/premises is of the agency and the Vidyalaya will not be liable to pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc for negligence of the persons employed by it.
3. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
4. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the Contract
5. The retainer ship fee for providing security services will be as per the rates prescribed by the Director General Resettlement/Distt.Soldier Board or any other body of Ex-servicemen, recognized for the purpose by the State Govt. as the case may be.
6. That the tenure of the service agreement shall be initially for a period of one year with effect from the date of effectiveness of the agreement 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, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.
8. Any dispute arising out of or in relation to this agreement shall be referred to sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya Pangode as per the Indian Arbitration Act. The Seal of the arbitration shall be at THIRUVANANTHAPURAM and the proceedings shall be governed by the Indian Arbitration Act. 1940.

TERMS AND CONDITIONS FOR PROVIDING SERVICES OF GARDENING IN THE VIDYALAYA

- 1. Area of the Building/other details – Garden in the School campus, Play fields and Compound of the Vidyalaya**
- 2. No. of days during the month - All working days and as described by the Vidyalaya**

SCOPE OF WORK

- 1. Maintenance and upkeep of gardens, watering, nurturing, grass cutting, landscaping, beautification by planting new flower plant 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 Pangode with effect from the date of effectiveness of the agreement.
2. That the agency would undertake to 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 the said premises of the agency. The agency will be responsible for any loss of property etc for negligence of the persons employed by it.
4. That the Agency shall provide complete continuous gardening measures throughout the year to the Vidyalaya by changing the personnel in rotation or replacement if necessary.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the Contract
6. That the tenure of the service agreement shall be initially for a period of one year with effect from the date of effectiveness of the agreement and thereafter it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.
8. Any dispute arising out of or in relation to this agreement shall be referred to sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya Pangode as per the Indian Arbitration Act. The Seal of the arbitration shall be at THIRUVANANTHAPURAM and the proceedings shall be governed by the Indian Arbitration Act. 1940.