



Bid Number: GEM/2022/B/1952269
Dated: 17-02-2022

Fair

Bid Document

Bid Details	
Bid End Date/Time	10-03-2022 14:00:00
Bid Opening Date/Time	10-03-2022 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Education
Department Name	Department Of School Education And Literacy
Organisation Name	Kendriya Vidyalaya Sangathan (kvs)
Office Name	Head Quarters, New Delhi
Item Category	Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Indoor , Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); Outdoor
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the Bidder	15 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
SHG Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	3500000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	5.00
EMD Amount	175000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

JOINT COMMISSIONER(ADMN)
 Head Quarters, New Delhi, Department of School Education and Literacy, Kendriya Vidyalaya Sangathan (KVS),
 Ministry of Education
 (E Prabhakar)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned

Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Scope of Work for the Service: [1645007183.pdf](#)

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Indoor (14866)

Technical Specifications

Specification	Values
Core	
Type of Space	Office/Commercial/Institutions/Residential
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)
Type of Area	Indoor
Area Inclusions	Cabin/Work Stations area/OPD/Conference halls
Floor Type	Normal Stone/Ceramic tile/Cemented Floor
Type of Cycle	Daily
Addon(s)	
Consumables to be provided by Service Provider	Yes
High End Machinery & Equipment to be provided by Service Provider	Yes

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Area In Sq. ft.	Additional Requirement
1	Rajindra Pathik	110016,KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016	14866	<ul style="list-style-type: none"> • Consumables to be provided by Service Provider : 14866 • High End Machinery & Equipment to be provided by Service Provider : 14866 • Frequency in each cycle : 4 • Number of working days in a month : 30 • Number of cycles during Contract Period : 365

Cleaning, Sanitation And Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, Dusting); Outdoor (31371)

Technical Specifications

Specification	Values
Core	
Type of Space	Office/Commercial/Institutions/Residential
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)
Type of Area	Outdoor
Area Inclusions	Gardining area and Parking
Floor Type	Full Outdoor Area
Type of Cycle	Daily
Addon(s)	
Consumables to be provided by Service Provider	Yes
High End Machinery & Equipment to be provided by Service Provider	Yes

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Area in Sq. ft.	Additional Requirement
1	Rajindra Pathik	110016, KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016	31371	<ul style="list-style-type: none"> • Consumables to be provided by Service Provider : 31371 • High End Machinery & Equipment to be provided by Service Provider : 31371 • Frequency in each cycle : 4 • Number of working days in a month : 30 • Number of cycles during Contract Period : 365

Buyer Added Bid Specific Terms and Conditions

1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of KVS(HQ) payable at New Delhi.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of KVS(HQ) A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter.

Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of KVS(HQ) payable at New Delhi.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name KVS(HQ) Account No. 405039824 IFSC Code IDIB000M089 Bank Name Indian Bank Branch address 7, SJS Marg, Katwaria Sarai, Institutional Area, New Delhi - 110016..

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-

line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

7. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

10. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

11. Generic

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

12. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

13. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

14. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

15. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name KVS(HQ) Account No. 405039824 IFSC Code IDIB000M089 Bank Name Indian Bank

Branch address 7, SJS Marg, Katwaria Sarai, Institutional Area, New Delhi - 110016.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

17. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

18. Generic

The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST : 0%

Notification No. and date : 44/2017- Central Tax (Rate) dated 14/11/2017

19. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

20. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

21. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of KVS(HQ) A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

22. Service & Support

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

23. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

24. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Scope of Work

1. Area of the Building:- 55222.86 Sq.ft (5183 Sqmtr.) having approximately 80 rooms and 40 toilets, meeting room, auditorium, canteen, corridors, stairs and open areas as well as enclosed surrounding areas on the ground floor. Parties are advised to see the location.
2. Address/Location of the: Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi 110016.
3. To supervise the workers deployed at KVS(HQ) for overall cleanliness in the office .
4. To clean the office wherever he/she is deputed and any other work assigned by the Supervisor for cleaning/dusting etc.
5. The 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 5.30 pm.

Daily Work 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 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/meeting halls/canteen etc. within the boundary of the Sangathan's 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. 9.00 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-B.
- ix. The choking of the sanitary installations e.g. w.c's Traps, Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
- x. All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.

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.

Additional Terms and Conditions:

- a. The remuneration to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff directly through 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 deployed to the KVS(HQ)'s office/premises as per the monthly remuneration quoted .

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

- c. The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- d. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- e. The normal office hours of KVS(HQ) is from 9.00 am to 5.30 pm five days from Monday to Friday. However, the Contracting Agency will deploy their workers and provide the services of cleanliness for six days in a week from Monday to Saturday according to the duty timing shown at pre-pages/above. KVS 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.
- f. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

~~*Total Monthly Remuneration - Monthly remuneration - A_i*~~

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

- 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 KVS(HQ). 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 KVS(HQ) 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/SLA.
- k. In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.
- l. The antecedents of all the workers will be got verified from the police by the Contracting Agency 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 Aids or any other infectious disease before deployment for work.

- n. The KVS(HQ) shall provide a small room/space for the workers/staff deployed by the 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 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.
- q. In case of evidence of cartel formation is found, suitable action such as-rejecting due offers, reporting the matters to trade Association, reporting the matter to Competition Commission or NSIC etc, may be taken by procuring Authority for taking strong action against such firms.

LIST OF ITEMS/CLEANLINESS MATERIAL OF ISI MARK REQUIRE
FOR SAFAI ETC.

ANNEXURE-B

- 1 Phenyle (Liquid)
 - 2 Cleanze Sanitizer
 - 3 Pixol Sanitizer
 - 4 Odonil
 - 5 Liquid Soap (Detol)
 - 6 Soap Cakes (Life Buoy)
 - 7 Vim Powder
 - 8 Nirma
 - 9 Surf
 - 10 Acid
 - 11 Tat
 - 12 Duster White
 - 13 Floor Duster (Mops)
 - 14 Room Freshner
 - 15 Nep Balls
 - 16 Teepol
 - 17 Thinner
 - 18 Scasso (Polish)
 - 19 Mansion Floor Polish
 - 20 Flit with Flit Pump\Chemical for anti-termite treatment/rodent control
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- 21 Phool Jhadoo
 - 22 Bandco Jhadoo
 - 23 Rehdi for collection of Kuda
 - 24 Dustbin with Lid
 - 25 Buckets
 - 26 Plastic Jugs
 - 27 Plastic Mugs
 - 28 Cob Web's Remover
 - 29 Sweeping Brush
 - 30 Sling Brush
 - 31 Comando Brush
 - 32 Scrubbing Brushes of various sizes
 - 33 Markin Cloth
 - 34 Plastic PVC Water Pipes with Jet/Nozzel – required to fill water in desert coolers and for cleaning/sweeping work etc.
 - 35 Cleaning Powder
 - 36 Yellow Dusters
 - 37 Plastic Drums
 - 38 Kerosene Oil
 - 39 Toilet Paper Towel
 - 40 Toilet Rolls
 - 41 Liquid Hand Wash
 - 42 Any other items required for cleanliness/sweeping etc.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____ 20__, between, on one hand, the Kendriya Vidyalaya Sangathan acting through Shri Dr. E. Prabhakar, JC (Admn.), Kendriya Vidyalaya Sangathan (hereinafter called the bidder which expression shall mean and include unless the context otherwise requires his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____ Proprietor/Owner (hereinafter called the BIDDER which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

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

NOW THEREFORE

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

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

Commitment of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract. will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding

process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation

to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he, has made, is committed to or intends to make to officials of the BUYER or their family members; agents, brokers or any other intermediaries in connection with the contract and U1e details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative'

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

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

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

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - v. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vi. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - vii. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this. Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention

of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Facilitation of Investigation

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

8. Law and place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Delhi.

9. Other Legal Actions

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

10. Validity

10.1 The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

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