



केन्द्रीय विद्यालय संगठन (मुख्या०)
शहीदजीत सिंह मार्ग, १८ संस्थागत क्षेत्र,
नई दिल्ली - ११० ०१६
KENDRIYA VIDYALAYA SANGATHAN
(Hqrs.)
18, INSTITUTIONAL AREA, SJS MARG
NEW DELHI - 110 016
Ph. 26858570 Fax - 26514179

फ़.न.110117-31/91-KVS(HQ)WK-II / 2049-2051

दिनांक 11.07.2018

सेवा में

HOD, (CM & W)

नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड,

प्लॉट न. 148, सैक्टर - 44,

गुरुग्राम - 120003 (हरियाणा)

विषय : केंद्रीय विद्यालय संगठन, के निर्माण कार्यों को NPCC को सौंपने के संबंध में।

संदर्भ : पत्र सं. 799/KVS/266 दिनांक : 03.07.2018.

महोदय,

अधिकृत हस्ताक्षरकर्ता द्वारा विधिवत हस्ताक्षरित समझौते की एक प्रति सन्दर्भित पत्र के द्वारा प्रस्तुत की गई थी, जिसकी केंद्रीय विद्यालय संगठन के सक्षम अधिकारी द्वारा विधिवत हस्ताक्षरित प्रति आपको आवश्यक कार्रवाई / सूचनार्थ भेजी जा रही है।

संलग्नक - उपरोक्तानुसार

भवदीय,

11/07/18

(ई.टी.एस. गिरि)

अधीक्षण अभियंता

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. प्रबन्धक, नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड, प्लॉट न. 148, सैक्टर -44, गुरुग्राम - 120003 (हरियाणा)
2. क्षेत्रीय प्रबंधक दिल्ली क्षेत्र, नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड, प्लॉट न. 148, सैक्टर -44, गुरुग्राम -120003 (हरियाणा)

संजय कुमार / SANJAY KUMAR

सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)

केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan

18, संस्थागत क्षेत्र/18, Institutional Area

शहीद जीत सिंह मार्ग/Shaheed Jeet Singh Marg

नई दिल्ली-110 016/New Delhi-110 016

अधीक्षण अभियंता

11/07/18



नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड
(भारत सरकार का उद्यम)

National Projects Construction Corporation Limited

(A Government of India Enterprise)

Ref No : 799/KVS/ 266

Date: 03/07/2018

To,
Sh. T.S Giri,
Superintending Engineer,
Kendriya Vidyalaya Sangathan,
18 Institutional Area,
Shaheed Jeet Singh Marg,
New Delhi-110 016

Subject : Submission of Duly Signed Agreement for Construction, Special Repair & Day to Day Repairs/Maintenance of KV School Buildings/Staff quarters/Regional Offices/ZIET Buildings/Misc works.

Reference : (1) Your letter No. F.110117-31/91-KVS(HQ)WK-II Dated : 02.04.2018.
(2) Your letter No. F.110117-31/91-KVS(HQ)WK-II/1258-1260 Dated : 19.04.2018.
(3) Price Bid Submitted Vide Ref. No 799/KV/1680 Dated : 26.10.2017

Sir,

This is in reference to participation in tender for Construction, Special Repair & Day to Day Repairs/Maintenance of KV School Buildings/Staff quarters/Regional Offices/ZIET Buildings/Misc works, we are hereby submitting duly Signed Agreement per required format .

Kindly acknowledge the receipt of Same

Thanking You,

Yours faithfully,

(Signature)
To (A)
04/07/18

(Signature)
Raman Prakash Gupta
HOD-(CM & W)

राम प्रकाश गुप्ता / RAMAN GUPTA
उप महाप्रबंधक (सी) / Deputy General Manager
एनपीसीसी लिमिटेड / NPCC LIMITED
(भारत सरकार का उद्यम / A Govt. of India Enterprise)
प्लॉट नं०-148 सेक्टर-44, गुरुग्राम हरियाणा-122003
Plot No.-148, Sector-44, Gurugram Haryana-122003

Encl : 1). Duly signed Agreement

के०वि०सं० अधीक्षण अभियन्ता
KVS Superintending Engineer

05 JUL 2018

डायरी सं० / Diary No. 1778



Corporate Office : Plot No. 148, Sector-44, Gurugram-122003, Haryana, Ph.: 0124-2385223, EPABX No. 0124-4888160-64, Tele/Fax : 0124-2385223
Registered Office : Raja House, 30-31, Nehru Place, New Delhi-110019, Ph.: 011-26484842, 011-26416190, Fax: 011-26468699
Website : www.npcc.gov.in CIN No. U45202DL1957GOI002752

जल जीवन का आधार । जाने न पाए ये बेकार ।।

(Signature)
सहायक आयुक्त (वित्त)/Assistant
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जय सिंह मार्ग/Shahed Jeet Singh Marg
New Delhi-110 016



हरियाणा HARYANA

T 982677

AGREEMENT

AGREEMENT FOR CONSTRUCTION OF KENDRIYA VIDYALAYA SANGATHAN WORKS

THIS AGREEMENT is made on 02.07.2018 between KENDRIYA VIDYALAYA SANGATHAN, a society registered under the, societies Registration Act 1860 and having its registered office at Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi-16 (hereafter referred as "KVS" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) acting through their Addl. Commissioner (Admn.), KVS of ONE PART and M/s National Projects Construction Corporation Limited under the Administrative control of Ministry of Ministry of Water Resources, River Development & Ganga Rejuvenation Govt. of India (hereinafter referred as "NPCC Ltd." (which expression shall include its successors and permitted assigns) acting through its HOD , Contracts,Marketing & Works Division ON OTHER PART.

WHEREAS THE KVS intends to construct the different nature of works in various Kendriya Vidyalayas and NPCC Ltd has offered its services for the said construction work to the satisfaction of KVS.

AND WHEREAS the KVS has agreed to appoint NPCC Ltd as the construction agency for certain works as may be decided by the KVS from time to time and the later has agreed to accept the said appointment on the terms and conditions appearing hereinafter.

Now IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:-

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016



उदय नारायण खवाड़े
अपर आयुक्त (प्रशासन)
केन्द्रीय विद्यालय संगठन, (मुख्यालय)
18, संस्थागत क्षेत्र, कटवाशिया सराय,
शहीद जीत सिंह मार्ग, नई दिल्ली-110016

0 The NPCC Ltd will render services for the work entrusted to them as "Deposit work" on the following condition:

1. First installment of Rs.20 Lakh of the total cost of the project will be deposited by KVS at the time of issue of go-head approval. Further funds will be released in installments as work progress and on the basis of monthly progress giving both physical and financial progress along with requirement of funds.

i). KVS will give funds sufficient to continue the progress of work in advance and under no circumstances, NPCC Ltd will be required to use its own funds for this work. The request of funds shall be projected with physical and financial progress to KVS well in time so as to give KVS atleast 4 weeks time to process for the release of funds.

ii). The NPCC Ltd will charge@ as per zone(As per Annexure-1)% on works as service charges(departmental charges)over the actual cost of the work. This will include all stages of work right from inception till completion and handing over to KVS.

2. A copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the Kendriya Vidyalaya Sangathan for their record.

3. The NPCC Ltd. however, assumes the responsibility to complete the work within cost estimates framed by them and approved by the KVS, in the event of any increase in the cost of work, as a result of escalations of prices of cement and steel etc. due to statutory acts or orders of the govt. revised estimate will be submitted by the NPCC Ltd. giving detailed justification well in time to KVS for issuing revised Administrative Approval and Expenditure Sanction.

4. The KVS will have no privity of contract with contractor that may be employed by the NPCC Ltd. Any liability, statutory or otherwise arising out of the said contract will be borne by the NPCC Ltd. and KVS will not be responsible in that respect in any way.

5. The NPCC Ltd. will sent to the KVS the progress report of each work indicating the physical achievement and expenditure incurred on the work, every month. On completion of work, a certificate to the effect that the work has been completed as per estimates, specifications and drawings indicating the date of completion shall be submitted to KVS.

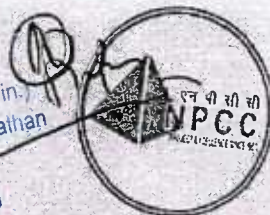
6. NPCC Ltd. will nominate a Nodal Officer who will effectively monitor and coordinate the project in consultation with the KVS official at the end of each quarter.

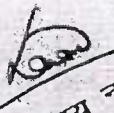
7. The accounts of the work completed will be finalized within six months from the date of handing over of the work failing which the NPCC Ltd. will be liable to pay 12% interest per annum on the unspent balance, if any, against the deposit made to the NPCC Ltd. by KVS.

8. The unspent balance will be utilized or refunded as per directions given by KVS. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives the NPCC Ltd. shall be liable to pay interest @12%per annum thereon

9. In case the NPCC Ltd. fails for any reasons whatsoever to undertake execution of any works entrusted to it, it shall inform the KVS accordingly within a period of three months from the date of release of


संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शाहीद जीत सिंह मार्ग/Shahheed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

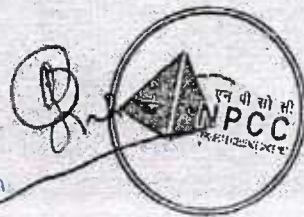



उदय नारायण खवाड़े
अपर आयुक्त (प्रशासन)
केन्द्रीय विद्यालय संगठन, (मुख्यालय)
18, संस्थागत क्षेत्र, कटवारिया सराय,
शाहीद जीत सिंह मार्ग, नई दिल्ली-110016

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funds by KVS and the whole amount will be refunded in one installment to KVS failing which interest @12% per annum will be charges by KVS.

10. The account books of such deposit works will be subjected to audit by the C&AG or its nominee or its nominee
11. i) NPCC Ltd. shall follow the specification and the procedure prescribed by the CPWD or State or State PWD of the Govt. of the relevant state for similar work.
ii) The building on the site shall be constructed in accordance with the plans/drawings approved by the local bodies. Necessary approvals/clearances from local bodies shall have to be obtained by NPCC Ltd. before start/execution and after completion of the work.
12. The NPCC Ltd. shall be fully responsible for the quality and structural safety of the Constructions.
13. In case the NPCC Ltd. employs contractors for the execution of the work, the procedure and rules followed by the CPWD or PWD of State Govt. or as adopted by the NPCC Ltd., in inviting and acceptance of tenders would be followed by the NPCC Ltd..
14. After completion of the work, it shall be handed over to KVS in accordance with the procedure followed by the CPWD or PWD of the State Govt. as adopted in the NPCC Ltd.. In case Kendriya Vidyalaya does not take possession of completed work within two months from the date of completion, the NPCC Ltd. hereinafter will not be liable for any loss or damage on account of theft or otherwise.
15. i. NPCC Ltd. will be responsible for setting right any defects in construction work brought to its notice at its own cost for a period of 12 months from the date of handing over of the work.
ii. After completion of work NPCC Ltd. will submit 5(five)sets of completion drawings, service drawings, etc. to KVS for record and reference.
iii. KVS reserves all the rights to repeats\ of such drawings for their works whatever required.
16. i. The NPCC Ltd. shall complete the work within the time schedule given in the AA &ES to be reckoned from the date of receipt of installment of funds failing which a penalty of Rs.5000/- (Rupees five thousand only) per day shall be levied on NPCC Ltd. till formal completion of the work.
ii. The NPCC Ltd. will be responsible for obtaining connections of water, sewerage and electricity from the concerned authority to ensure their proper commissioning so that no defects in operation of the connections exist, by carrying out necessary tests etc. KVS will render equisite assistance in making application etc. for the purpose.
17. The NPCC Ltd. shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquake, flood and lightening etc.
18. If the dispute can not be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by resource to Arbitration by referring the dispute to the Sole Arbitrator

etc
संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016



उदय नारायण खवाड़े
अपर आयुक्त (प्रशासन)
केन्द्रीय विद्यालय संगठन, (मुख्यालय)
18, संस्थागत क्षेत्र, कटवाल्या सराय,
शहीद जीत सिंह मार्ग, नई दिल्ली-110016

to be appointed by Commissioner, KVS. The arbitration shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

19. The NPCC Ltd. shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the Agreement on the part of the KVS.
20. NPCC Ltd. will furnish and unconditional bank guarantee of Rs.20.00 lacs (Rupees twenty lacs only) in the format as approved by KVS, Next installment of funds as referred to in Clause "1(i)" shall be released only after utilization of previous deposit is given by NPCC Ltd. as duly certified and reflected in the physical progress of work.

In witness whereof, the parties hereto have set their hands through their authorized representatives on this Agreement and affixed their seals and signature on site date, month and year first above written.

For and on Behalf of

NPCC Ltd.

Raman Prakash Gupta

HOD- (Contracts, Marketing & Works)

उप महाप्रबंधक (सी) / Deputy General Manager (C)

एनपीसीसी लिमिटेड / NPCC LIMITED

(भारत सरकार का उद्यम / A Govt. of India Enterprises)

प्लॉट नं०-148, सेक्टर-44, गुरुग्राम हरियाणा-122003

Plot No.-148, Sector-44, Gurugram Haryana-122003

Witness

1.
SANJAY CHOPRA
Project Manager
NPCC Ltd., Concor Unit
Tilak Bridge Rly. Colony
New Delhi-110001

2.
N.B. Bhatt
NPCC Ltd
Concor Unit

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त) / Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन / Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र / 18, Institutional Area
शाहीद जेत सिंह मार्ग / Shaheed Jeet Singh Marg
नई दिल्ली-110 016 / New Delhi-110 016

For and on Behalf of

Kendriya Vidyalaya Sangathan

Addl. COMMISSIONER (ADMIN) खवाड़े

उदय नारायण (प्रशासन)
अपर आयुक्त संगठन, (मुख्यालय)
केन्द्रीय विद्यालय संगठन, (मुख्यालय)
18, संस्थागत क्षेत्र, कटवारिया सरा
शाहीद जेत सिंह मार्ग, नई दिल्ली-110

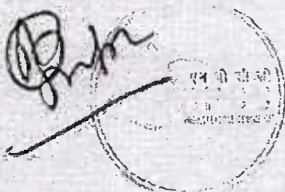
Witness

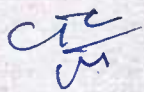
1.
श्री. एस. एस. जी. जी. जी.
अधीनस्थ अभियंता / Deputy Engineer
केन्द्रीय विद्यालय संगठन, (मुख्यालय)
Kendriya Vidyalaya Sangathan (HQ)
18, संस्थागत क्षेत्र,
शाहीद जेत सिंह मार्ग, नई दिल्ली-110016
2.
B.B.S. RACHAL
अधीनस्थ अभियंता / Executive Engineer
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
18 संस्थागत क्षेत्र, कटवारिया सरा
18 Institutional Area, Katwarle Sar
शाहीद जेत सिंह मार्ग / Shaheed Jeet Singh
नई दिल्ली-110016 / New Delhi-110

श्री. बी.एस. पथारी / B.B.S. RACHAL
अधीनस्थ अभियंता / Executive Engineer
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
18 संस्थागत क्षेत्र, कटवारिया सरा
18 Institutional Area, Katwarle Sar
शाहीद जेत सिंह मार्ग / Shaheed Jeet Singh
नई दिल्ली-110016 / New Delhi-110

Annexure -I

Sr. No.	Name of Zone	States covered	Average Service Charges as % of Project Cost	
			In Figure	In Words
01	North Zone	Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Uttarakhand	3.95%	Three Point Nine Five Only
02	East Zone	Bihar, Jharkhand, Odisha, West Bengal, Sikkim	3.95%	Three Point Nine Five Only
03	South Zone	Andaman & Nicobar Island, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana	3.95%	Three Point Nine Five Only
04	West Zone	Dadar & Nagar Haveli, Daman & Diu, Goa, Gujarat, Maharashtra, Rajasthan	4.20 %	Four Point Two Zero Only
05	NER Zone	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura	4.45 %	Four Point Four Five Only




संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
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नई दिल्ली-110 016/New Delhi-110 016

केन्द्रीय विद्यालय संगठन (मुख्यालय)

18 संस्थागत क्षेत्र,
शहीद जीत सिंह मार्ग,
नई दिल्ली - 110 016



KENDRIYA VIDYALAYA SANGATHAN (Hqrs.)

18, INSTITUTIONAL AREA,
SHAHEED JEET SINGH MARG
NEW DELHI -110 016
Ph.26858570 Fax 26514179
26562404 (EE(G) Direct No.)

F. 110119/01/2009-KVS HQ(Work Branch)Vol-V

Dated: 05.11.12

स्पीड पोस्ट

मुख्य अभियंता (C)EP
भारत संचार निगम लि०
सी- 6/2, बंगला साहिब मार्ग
काली मंदिर के पीछे,
नई दिल्ली - 110 001

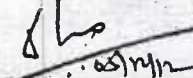
Subject: Empanelment of BSNL as construction agency of KVS – signing of agreement - regarding.

Sir,

In continuation to this office letter of even number dated 14.8.2012 addressed to you and with reference to your letter No. 30-12/2011/EE(C)-EP/733 dated 01.11.2012 I am directed to enclose herewith a copy of agreement duly signed by Addl. Commissioner(Admn.) on behalf of KVS for your reference and further necessary action.

भवदीय,

Encl:As above


टि०एस० गिरि
अधिशाली अभियंता


प्रतिलिपि:-

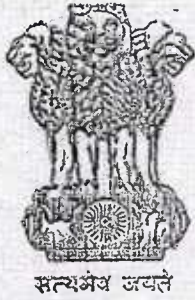
1. उपायुक्त, केन्द्रीय विद्यालय संगठन, सभी क्षेत्रीय कार्यालय, –with copy of agreement for information.
2. सभी अधिकारी, कार्य शाखा, केन्द्रीय विद्यालय संगठन (मु०) – with copy of agreement for information

M.P.

CTC
CS

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahheed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016


अधिशाली अभियंता

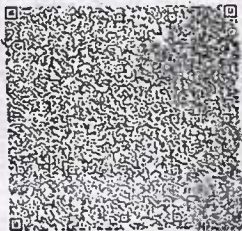


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

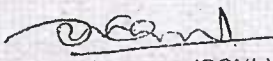
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 Description of Document : Article Others
 Property Description : NA
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 (Zero)
 First Party : K KAUL
 Second Party : K V S NEW DELHI
 Stamp Duty Paid By : K KAUL
 Stamp Duty Amount(Rs.) : 10
 (Ten only)

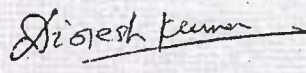


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AGREEMENT FOR CONSTRUCTION OF KENDRIYA VIDYALAYA SANGATHAN
 WORKS

THIS AGREEMENT made thisday of, 2012 between KENDRIYA VIDYALAYA SANGATHAN, a Society registered under the Societies Registration Act, 1860 and having its registered office at Kendriya Vidyalaya Sangathan,


 Authorized Signatory(BSNL)


 Authorized Signatory(KVS सेतकंती)
 Addl. Commissioner (Admn. & Vig.)
 केन्द्रीय विद्यालय संगठन
 Kendriya Vidyalaya Sangathan
 नई दिल्ली-16 / New Delhi-16

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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 सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)

केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
 18, संस्थागत क्षेत्र/18, Institutional Area
 शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
 नई दिल्ली-110 016/New Delhi-110 016

18- Institutional Area , Shaheed Jeet Singh Marg New Delhi-110016, hereinafter referred as "KVS" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) acting through the ~~Jt. Addl.~~ Commissioner KVS on one part and BHARAT SANCHAR NIGAM LTD.(BSNL) a body corporate under the Ministry of Communications & IT with registered office at Bharat Sanchar Bhawan, H.C. Mathur Lane Janpath, New Delhi-110001 and hereinafter referred to as The Construction Agency (which expression shall include its successors and permitted assigns) acting through its Chief Engineer(C)-External Project, New Delhi.

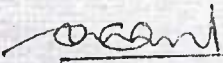
WHEREAS THE KVS intends to construct the different nature works in various Kendriya Vidyalayas and the BSNL has offered its services for the said construction work to the satisfaction of the KVS.

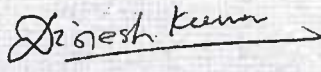
And whereas the KVS agree to appoint the BSNL as the Construction Agency for the certain works as may be decided by KVS from time to time.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO as under :-


The BSNL will render services for the works entrusted to them as Deposit work on the following conditions :-

1. i First installment of Rs. 20 lakhs (Rs. Twenty lakh) will be deposited at the time of issue of Administrative Approval and Expenditure Sanction. Further funds will be released in instalments as work progresses and on the basis of monthly progress giving both physical & financial progress along with requirement of funds
- ii. KVS will give funds sufficient to continue the progress of the work in advance and under no circumstances the BSNL will be required to use its own funds for this work. The request of funds shall be projected with physical & financial progress to KVS well in time so as to give KVS at least four weeks time to process for the release of funds.
- iii. The BSNL will charge 7% as service charges(departmental charges) and 3% contingency charges over the actual cost of the work. This will include all stages of work right from inception till completion and handing over to KVS.

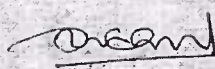

Authorized Signatory(BSNL)



Authorized Signatory(KVS)

अपर आयुक्त (प्रशा. व सतकक्षा)
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-16 / New Delhi-16

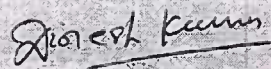

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शाहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

2. A copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the Kendriya Vidyalaya Sangathan for their record.
3. The BSNL however assumes the responsibility to complete the work within cost estimates framed by them and approved by the KVS. In the event of any increase in the cost of the work, as a result of escalations of prices of cement & steel etc. due to Statutory Acts or Orders of the Govt. revised estimate will be submitted by the BSNL giving detailed justification well in time to KVS for issuing Revised Administrative approval and Expenditure sanction.
4. The KVS will have no privity of contract with contractors that may be employed by the BSNL. Any liability, statutory or otherwise arising out of the said contract will be borne by the BSNL and KVS will not be responsible in that respect in any way.
5. The BSNL will send to the KVS the progress report of each work indicating the physical achievement and expenditure incurred on the work, every month. On completion of work a certificate to the effect that the work has been completed as per estimates, specifications and drawings indicating the date of completion shall be submitted to KVS.
6. BSNL will nominate a Nodal Officer, who will effectively monitor & co-ordinate the project in consultation with the KVS official at the end of each quarter.
7. The accounts of the work completed will be finalized within six months from the date of handing over of the work failing which the BSNL will be liable to pay 12% interest per annum on the unspent balance, if any, against the deposit made to BSNL by KVS.
8. The unspent balance will be utilized or refunded as per directions given by the KVS. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives BSNL shall be liable to pay interest @ 12% per annum thereon.
9. In case the BSNL fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform the KVS accordingly within a period of three months from the date of release of funds by KVS and whole amount will be refunded in one instalment to KVS failing which interest @12% per annum will be charged by KVS.
10. The account books of such deposit works will be subjected to audit by the C&AG or his nominee.
11. The BSNL shall follow the specification and the procedure prescribed by the CPWD.

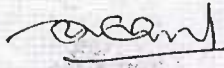

Authorized Signatory(BSNL)

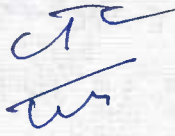


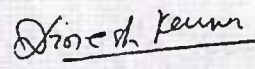

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जेत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016


अपर आयुक्त (प्रशा. व सतर्कता)
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-16/New Delhi-16

12. The building on the site shall be constructed in accordance with the plans/drawings approved by the local bodies. Necessary approvals/ clearances from local bodies shall have to be obtained by BSNL before start/ execution and after completion of the Work.
13. The BSNL shall be fully responsible for the quality and structural safety of the construction.
14. In case BSNL employs contractors for the execution of the work, the procedure under rules followed by the CPWD or PWD of State Government as adopted by BSNL, in inviting and acceptance of tenders would be followed by the BSNL.
15. After completion of the work, it shall be handed over to KVS in accordance with the procedure followed by the CPWD or PWD of the State Government as adopted in the BSNL. In case Kendriya Vidyalaya does not take possession of completed work within 2 months from the date of completion, the BSNL thereafter will not be liable for any loss or damage on account of theft or otherwise.
16. The BSNL will be responsible for setting right any defects in construction work brought to its notice at its own cost for a period of 12 months from the date of handing over of the works.
17. After completion of work BSNL will submit 5(five) sets of completion drawings, services drawings etc. to KVS for record and reference.
18. KVS reserves all the rights to use or repeat such drawings for their works wherever required.
19. The BSNL shall complete the work within the time schedule given in the AA&ES to be reckoned from the date of receipt of 1st installment of funds failing which a penalty of Rs 5000/- per day shall be levied on the BSNL till successful completion of the work.
20. The BSNL will be responsible for obtaining connections of water, sewerage and electricity from the concerned authority to ensure their proper commissioning so that no defects in operation of the connections exist, by carrying out necessary test etc. KVS will render requisite assistance in making application etc. for the purpose.
21. The BSNL shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like: earth quakes, flood and lightning etc.
22. In case of any dispute between the parties, the decision of the Addl. Secretary to Government of India, Department of Education, Ministry of Human Resource Development in Consultation with Additional Secretary to Govt. of India, Department of Telecom, Ministry of Communications & IT shall be final and binding on both the parties.


Authorized Signatory(BSNL)

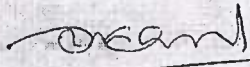

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थायत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shaheed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

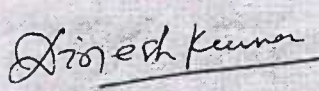

Authorized Signatory(KVS)
अपर आयुक्त (प्रशा. व सतर्कता)
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-16 / New Delhi-16

23. The BSNL shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the agreement on the part of the KVS.

24. BSNL will furnish an unconditional bank guarantee of Rs. 20 lakhs in the format as approved by KVS. Next installment of funds as referred in clause No. 1 shall be released only after the utilization of the previous deposit as given by BSNL is duly certified and reflected in the physical progress of works.

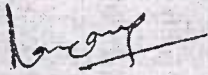
In witness thereof the parties hereto have caused this agreement and a duplicate hereof to be executed on their behalf by their respective duly authorized officials on the date year herein above written.

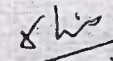

Authorized Signatory (BSNL)


Authorized Signatory (KVS)


अपर आयुक्त (प्रशा. व सतर्कता)
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-16 / New Delhi-16

Witness:

1) 
PK Gang
90 CE (U-Gr), BSNL
C-6/2, Bangla Sahib Road
New Delhi - 110001.


टी.एस. गिरा / T.S. Giri
अधिष्ठाता अभियन्ता / Executive Engineer
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र, कलवर्मा मार्ग
18, Institutional Area, Kalwaria Marg
शहीद जीत सिंह मार्ग / Shaheed Jeet Singh Marg
नई दिल्ली-110016 / New Delhi-110016

2)


संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

यू0पी0 स्टेट कास्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर डेवलपमेन्ट कारपोरेशन लि0
टी0सी0 46 v, विभूति खण्ड, गोमती नगर, लखनऊ

पत्र संख्या:- 3474 /6-3 (263) केन्द्रीय विद्यालय/सामान्य/वा.6/2016-17

दि0:- 07. जूलाई, 2018

सेवा में,

अधीक्षण अभियन्ता,
केन्द्रीय विद्यालय संगठन,
इंस्टीटूशनल एरिया
शहीद जीत सिंह मार्ग,
नई दिल्ली।

विषय:- केन्द्रीय विद्यालय संगठन द्वारा आमंत्रित बिड न 01/kvs/16-17 द्वारा प्रस्तावित निर्माण कार्य हेतु पी0एम0सी0 चार्ज हेतु आमंत्रित बिड के आधार पर अनुबन्ध सम्पादित करने के सम्बन्ध में हैं।

महोदय,

उपर्युक्त विषयक केन्द्रीय विद्यालय संगठन द्वारा pmc चार्ज हेतु बिड नं0 01/kvs/16-17 आमंत्रित की गयी थी, जिसमें निगम द्वारा भरी गयी बिड सेन्ट्रल जोन (मध्य प्रदेश, छत्तीसगढ़, उत्तर प्रदेश) हेतु न्यूनतम पाई गयी थी। निगम द्वारा दी गयी न्यूनतम दरो को दृष्टिगत रखते हुए संगठन द्वारा बिड के साथ संलग्न अनुबन्ध के प्रारूप पर रूपये 100 के स्टाम्प पेपर पर अनुबन्ध तैयार कर प्रेषित किया जा रहा है।

अतः आपसे अनुरोध है कि उक्त अनुबन्ध पत्र पर हस्ताक्षर कर उक्त की छायाप्रति अभिलेख हेतु उपलब्ध कराने का कष्ट करें।

सलंगनक : अनुबन्ध मूलरूप में।

भवदीय,

(डी0एस0रावत)

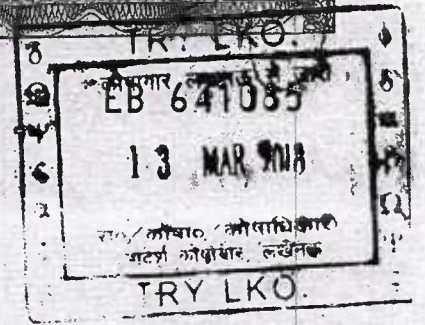
प्र0 महाप्रबन्धक (निर्माण)

संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, सत्संगत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

11-07-2018



उत्तर प्रदेश UTTAR PRADESH

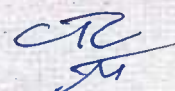
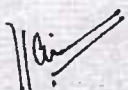


Annexure-III

AGREEMENT

AGREEMENT FOR CONSTRUCTION OF KENDRIYA VIDYALAYA SANGATHAN WORKS

This Agreement is made on dt. 11/07/18 between Kendriya Vidyalaya Sangathan, a society registered under the, societies Registration Act 1860 and having its registered office at Kendriya Vidyalaya Sangathan, 18, Institutional area, Shaheed Jeet Singh Marg, New Delhi-16, (here after referred as "KVS" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) acting through their addl. Commissioner (Admn.), KVS of ONE PART and U.P. State Construction & Infrastructure Development Corporation Ltd. A corporate body having its registered office at T.C. 46V, Vibhuti Khand Gomti Nagar Lucknow (U.P.) registered under company Act 1958. Under the Administrative control of department of Social welfare Ministry of Social welfare Govt. of U.P. hereinafter referred as "NIGAM" (Which expression shall include its successors and permitted assigns) acting through its General Manager (Construction) cum Chief Engineer ON OTHER PART.



संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शाहीद जीत सिंह मार्ग/Shahheed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

WHEREAS THE KVS intends to construct the different nature of works in various Kendriya Vidyalayas and Nigam has offered its services for the said construction work to the satisfaction of KVS.

AND WHEREAS the KVS has agreed to appoint The Nigam as the construction agency for certain works as may be decided by the KVS from time to time and the later has agreed to accept the said appointment on the terms and conditions appearing herein after.


NOW IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERE TO as under:-

The Nigam will render services for the work entrusted to them as 'Deposit work' on the following condition:

1. First installment of Rs. 20 lacs of the total cost of the project will be deposited by KVS at the time of issue of go-ahead approval. Further funds will be released in Installments as work progress and on the basis of monthly progresses giving both physical and financial progress along with requirement of funds.
- i) KVS will give funds sufficient to continue the progress of work in advance and under no circumstances, Nigam will be required to use its own funds for this work. The request of funds shall be projected with physical and financial progress to KVS well in time so as to give KVS at least 4 weeks time to process for the release of funds.
- ii) The Nigam will charge@ 3.89% on works as service charges (departmental charges) over the actual cost of the work this will include all stages of work right from inception till completion and handing over to KVS for Central Zone Works having states Uttar Pradesh, Madhya Pradesh and Chattisgarh.
2. A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to the Kendriya Vidyalaya Sangathan for the their record.
3. The Nigam however, assumes the responsibility to complete the work within cost estimates framed by them and approved by the KVS in the event of any increase in the cost of work, as a result of escalations of prices of cement and steel, etc. due to statutory acts or orders of the govt. revised estimate will be submitted by the Nigam through its construction unit giving detailed justification well in time to KVS for issuing revised Administrative Approval and Expenditure Sanction.
4. The KVS will have no privity of contract with contractor that may be employed by the Nigam Any liability, statutory or otherwise arising out of the said contract will be borne by the Nigam and KVS will not be responsible in that respect in any way.
5. The Nigam through its construction unit will send to the KVS the progress report of each work indicating the physical achievement and expenditure incurred on the work, every month. On completion of work, a certificate to the effect that the work has been completed as per estimates, specifications and drawings indicating the date of completion shall be submitted to KVS.

CTC
संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
शहीद जीत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली 110 016/New Delhi-110 016

6. Nigam will nominate a Nodal Officer who will effectively monitor and coordinate the project in consultation with the KVS official at the end of each quarter.
7. The accounts of the work completed will be finalized within six months from the date of handing over of the work failing which the Nigam will be liable to pay 12% interest per annum on the unspent balance, if any, against the deposit made to the Nigam by KVS.
8. The unspent balance will be utilized or refunded as per directions given by KVS. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives the Nigam shall be liable to pay interest @ 12% per annum thereon.
9. In case the Nigam fails for any reasons whatsoever to undertake execution of any works entrusted to it, it shall inform the KVS accordingly within a period of three months from the date of release of funds by KVS and the whole amount will be refunded in one installment to KVS failing which interest @ 12% per annum will be charged by KVS.
10. The account books of such deposit works will be subjected to audit by the C & AG or its nominee.
11. i) Nigam shall follow the specification and the procedure prescribed by the CPWD or State PWD of the Govt. of the relevant state for similar work.
ii) the building on the site shall be constructed in accordance with the plans/drawings approved by the local bodies. Necessary approvals/clearances from local bodies shall have to be obtained by Nigam/Principal KV before start/execution and after completion of the work.
12. The Nigam shall be fully responsible for the quality and structural safety of the constructions.
13. In case the Nigam employs contractors for the execution of the work, the procedure and rules followed by the CPWD or PWD of State govt. or as adopted by the Nigam in inviting and acceptance of tenders would be followed by the Nigam.
14. After completion of the work, it shall be handed over to KVS in accordance with the procedure followed by the CPWD or PWD of the State Govt. as adopted in the Nigam. In case Kendriya Vidyalaya does not take possession of completed work within two months from the date of completion, the Nigam hereinafter will not be liable for any loss or damage on account of theft or otherwise.
15. i) Nigam will be responsible for setting right any defects in construction work brought to its notice at its own cost for a period of 12 months from the date of handing over of the work.
ii) After completion of work Nigam will submit 5 (Five) sets of completion drawing, service drawings, etc. to KVS for record and reference.
iii) KVS reserves all the rights to repeat of such drawings for their works wherever required.


संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, मन्दागल क्षेत्र/18, Institutional Area
शहीद जेत सिंह मार्ग/Shahed Jeet Singh Marg
नई दिल्ली-110 016/New Delhi-110 016

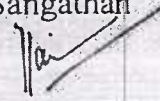
- 16.i)The Nigam shall complete the work within the time schedule given in the AA&ES to be reckoned from the date of receipt of installment of funds failing which a penalty of Rs. 5000/-(Rupees Five thousand only) per day shall be levied on Nigam till final completion of the work.
- ii)The Nigam will be responsible for obtaining connections of water, sewerage and electricity from the concerned authority to ensure their proper commissioning so that no defects in operation of the connections exist, by carrying out necessary tests etc. KVS will render requisite assistance in making application etc. for the purpose.
- 17.The Nigam shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquake, flood and lightening etc.
- 18.If the dispute can not be settled by mutual discussion within 30 days as provided herein, the dispute shall be resolved by resource to Arbitration by referring the dispute to the Sole Arbitrator to be appointed by Commissioner, KVS. The arbitration shall be held in accordance with the provisions of the Indian Arbitration Conciliation Act, 1996 or any statutory medicarion or re-enactment thereof.
- 19.The Nigam shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the Agreement on the part of the KVS.
- 20.Nigam will furnish an unconditional bank guarantee of Rs. 20.00 Lacs (Rupees twenty lacs only) in the format as approved by KVS. Next installment of funds as referred to in clause "1(1)" shall be released only after utilization of previous deposit is given by the Nigam, through Principal of concerned KV as duly certified and reflected in the physical progress of work.

In witness whereof, the parties hereto have set their hands through their authorized representatives on this Agreement and affixed their seals and signature on the date, month and year first above written.

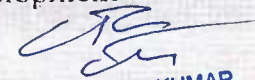
For and on behalf of


(जी० एस० राट)
प्रमारी महाप्रबन्धक (I) (अ)
रूपी० स्टेट कंस्ट्रक्शन एण्ड इन्फ्रास्ट्रक्चर
डेवलपमेन्ट कॉर्पोरेशन लि.
General Manager (Construction)
/ Chief Engineer
U.P. State Construction
& Infrastructure Development
Corporation Ltd.

For and on behalf of
Kendriya Vidyalaya Sangathan


अपर आयुक्त (प्रशासन एवं सतर्कता)
केन्द्रीय विद्यालय संगठन (पु०)
18, संस्थागत क्षेत्र, शहीद जैत सिंह मार्ग
नई दिल्ली-110016

Addl.COMMISSIONER (ADMN.)


संजय कुमार / SANJAY KUMAR
सहायक आयुक्त (वित्त)/Assistant Commissioner (Fin.)
केन्द्रीय विद्यालय संगठन/Kendriya Vidyalaya Sangathan
18, संस्थागत क्षेत्र/18, Institutional Area
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