

केन्द्रीय विद्यालय ओखा पोर्ट  
ज़िला : देवभूमि द्वारका  
पिन कोड :361350  
दूरभाष : 02892-262158  
फैक्स : 02892-263007  
ई-मेल : principal\_kvokha@yahoo.co.in  
वेबसाइट : www.kvokha.edu.in



KENDRIYA VIDYALAYA OKHA PORT  
DISTRICT : DEVBHUMI DWARKA  
PIN CODE: 361350  
PH.NO: 02892-262158  
FAX NO: 02892-263007  
E-mail : principal\_kvokha@yahoo.co.in  
Website: www.kvokha.edu.in

F.120225/2021-22/KV OKHA/

Date: 03.03.2021

## TENDER DOCUMENT

**Sub: "Inviting Bid for engaging Service Provider Firm for providing MANPOWER through SERVICE CONTRACT".**

**Sir/Madam,**

1. Kendriya Vidyalaya Sangathan (KVS), a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. KVS administers the Scheme of Kendriya Vidyalaya set up for imparting education to the children of transferable Central Govt. Employees among others.
2. Sealed competitive Bids are invited by the Kendriya Vidyalaya Okha from the reputed/registered Consultant/Service Provider Firm for providing **MANPOWER** through service contract with **Material & Without Material** initially for a period of **01 (One) year from 01-04-2021 to 31-03-2022** which may be extended by another **ONE YEAR** with approval of higher authorities of KVS/ KV Okha, as indicated below:

**A. Area of the Building: -** Vidyalaya building situated in 05 (Five) acres of land having appx. 30 rooms and 9 toilets, Various laboratories, Meeting Rooms, Auditorium, Departments Corridors, stairs etc. and open areas/ Sports Ground as well as enclosed surrounding areas in the ground floor.  
Parties are advised to see the location / Premises of KV.

**Address of the Building: -** Kendriya Vidyalaya, Okha Port,  
Distt. Dev Bhumi Dwarka, Gujarat-361350

**B. Man power required:**

S. No.	Category of Manpower	Minimum qualifications	Number required	As per the following shifts
1.	Security Guard	Middle Standard	01(one)	Shift I –from 6:00AM to 2:00 PM
2.	Security Guard	Middle Standard	01(one)	Shift II –from 2:00PM to 10PM
3.	Security Guard	Middle Standard	01(one)	Shift III –from 10:00 PM to 6AM
4.	Safaiwala / Sweeper	Primary Standard	02 (Two)	07.00 AM to 3.00 PM
5.	Gardener /Mali	No Formal Edu.	01 (One)	07.00 AM to 3.00 PM

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

<b>Sr.</b>	<b>Cat. of Manpower</b>	<b>Responsibilities</b>	<b>Minimum Experience</b>
<b>1</b>	Security Guards	To provide security/guard the whole Vidyalaya Campus and its near boundaries wherever he is deputed <u>ROUND THE CLOCK</u> .	Healthy, Ex-Serviceman Preferable / Experience person in Security Work
<b>2</b>	Safaiwala	To clean the toilets, class rooms, offices, corridors, labs, vidyalaya campus, sports ground etc.	Healthy / Experience Person in sweeping work
<b>3</b>	Gardner (Mali)	To maintain the garden of the Vidyalaya, timely trimming of trees and beautification of garden etc.	Healthy / Experience Person in Gardening Work

### **Note:**

- Total Three Security Guards, Two Safaiwala and One Gardner/Mali.
- No. of sweeper/Mali/ security guards may be changed as per requirement by the vidyalaya.
- Age of Security Guards/ Safaiwala / Gardner (Mali) should neither be less than 18 years (Minor) nor more than 50 years. No child Labour is allowed in the campus of vidyalaya.

### **3. Quoted Price:**

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA rate, EPF, ESI & other statutory costs/ GST etc. and Service Charges applicable under service providing rules in the format of quotation only attached **(Annexure-B)**.
- (b) The Service Tax / GST etc. and any other such taxes liable to be paid by the Client / Service Provider shall be quoted by the bidder separately.
- (c) The Rate Quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.  
In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. % age of profit/service charge(s) etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- (d) Hourly rate of OTA should not exceed monthly Remuneration (30X8)

- (e) Correction if any shall be made by crossing out, initialing, dating and rewriting.
- (f) The Bidder shall deposit **Rs. 5000/-** Of total works in the form of Bank Guarantee valid for **135 days** after the date of submission of bids or DD/ Pay Order drawn in favour of **“Kendriya Vidyalaya Okha VVN Account”** payable at Okha as **EARNEST MONEY** along with the Bid. The EARNEST MONEY shall be returned to the unsuccessful bidders after the award of the contract.
- (g) The selected firm has to furnish **PERFORMANCE SECURITY** in the form of Bank Guarantee/DD for an amount of Rs **1,00,000/- of Value of Contract** valid for **FOURTEEN MONTHS** from the date of award of the contract. The PERFORMANCE SECURITY shall be submitted by the agency 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.
- (h) Telex or Facsimile Bids are not acceptable.
- (i) In Bid quoted, Remuneration of staff should not be **Below Minimum Ages** applicable for Security, Sweeping, Gardening staff as on **1<sup>st</sup> January 2021** in Gujarat state by the Labour Commissioner, Ministry of Labour, Govt. of India otherwise the **Bid is treated as disqualified for evaluation.**

**4. EACH BIDDER MUST SUBMIT ONLY ONE BID.**

**5. VALIDITY OF BID:**

The Bid shall remain valid upto **31<sup>st</sup> March 2022** or may be extended as per requirement of Vidyalaya after the deadline fixed for submission of Bids.

**6. Terms and Conditions:**

- A. The remuneration to the staff appointed / deployed at the premises of KV Okha shall be disbursed through Online mode i.e. digital transection in their Bank A/c (s) or in special case through cheque (s) at KV Okha in the presence of representative of the Kendriya Vidyalaya Okha or its constituent.
- B. The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV Okha, office/premises as per the monthly remuneration quoted without any deduction.
- C. The Contracting Agency will submit the invoice/bill along with proof of disbursement in **TRIPPLICATE** after making the payment to the employees provided to the KV Okha, office/premises supported with the following documents:
- Details of disbursement made to the staff furnished through cheque / details for each payment,

- Proof of payment of statutory obligation such as EPF, ESI, Service Tax/ GST and any other applicable tax (es).
  - 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 to all his employees deputed as per the format suggested by the Indenting Office valid for the period contract.
- E. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- F. It is mandatory for the Contracting Agency to submit the **attested copies of license obtained from the Govt. of Gujarat/ OTHER Govt. Institution** for running the business of **private security agencies operating in the Dev Bhoomi Dwarka/Jamnagar District** / OTHER PLACE(S) failing which the bid will be treated as disqualified/nonresponsive.
- G. The normal office hours of KV Okha are from 7.00 AM TO 3.00 PM SIX DAYS from Monday to Saturday (except Second Saturdays/ Holidays/ closed holidays). However, KVS/ KV Okha reserves the right to request the services on II Saturday / Holidays/ Beyond Office Hours. The contracting agency will be compensated by the indenting agency as per the rate quoted for the OTA for working on Saturday/ Holidays/ Beyond Office Hours. However, overtime hours in a month will not exceed 96 hours for three security personals.
- H. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

***Total Monthly Remuneration = Monthly remuneration - A,***

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

- I. The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV Okha. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or

any other charges will be paid by KV Okha. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence/unsuitability for KV Okha shall be made within 24 hours.

- J. The contracting Agency will be required to sign a contract with KV Okha as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- K. In case of any loss, theft/ sabotage caused by/attribution to the personnel deployed by the Contracting agency, KV Okha reserves the right to claim and recover damages from Contracting Agency.
- L. The Contracting agency has required to attached a certificate along with bill of each month stating that their employees engaged at KV Okha paid Minimum rates of Wages fixed by the Government.
- M. The service provider shall be liable for all kinds of dues payable in respect of personnel provided under the contract and government / KVS/ KV Okha shall not be liable to pay any due for availing the services of personnel.
- N. The performance security deposit and monthly bill will not be release until the service provider produces payment of EPF and other documents etc.
- O. The service provider should have at least three years' experience in providing MAN POWER to government /public sector /company/bank or Pvt. reputed firms.
- P. In case, the service Provider fails to comply with any liability under appropriate law, and as a result thereof, KV Okha is put to any loss/obligation, monetary or otherwise, KV Okha will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- Q. The service provider shall be held responsible for any loss/damage to the equipments and instruments of the KVS provided to the manpower

deployed by the service provider due to the negligence or willful damage as assessed by the KVS.

- R. The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- S. The Contracting Agency will deploy the trained/professional Security Guards /security supervisor, preferably ex-servicemen, who are below the age of 50 years as well as physically fit and mentally alert. Preference will be given to the Ex-servicemen. The Contracting Agency will also ensure that the security guards/security supervisors/ other staff deployed are free from AIDS or any other infectious disease before deployment for work.
- T. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. KV Okha will have no liability towards non-payment of remuneration to the persons employed by the service provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department of office concerned of KV Okha by the persons deployed, the same shall be recovered from the unpaid bills of adjusted from the Performance Security Deposit.
- U. The decision of KVS/ KV OKHA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the service provider.
- V. KVS/ KV OKHA reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- W. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer of KV Okha for his decision and the same shall be binding on all parties.
- X. KV Okha shall provide a small guard room/space for Security Guards 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.

- Y. The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.
- Z. The service provider shall be liable for all kinds of dues payable in respect of personnel provided under the contract and government / KVS shall not be liable to pay any due for availing the services of personnel.
- AA. The service provider shall be held responsible for any loss/damage to the equipment's and instruments of KVS/ KV OKHA provided to the manpower deployed by the service provider due to the negligence or willful damage as assessed by KVS/ KV OKHA.
- BB. The contracting agency must appoint a supervisor to visit Vidyalaya once a week with prior information to controlling officer (**no remuneration will be paid by 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 conform to the terms & conditions in the following manner:

- (i) The bid will be treated as non-responsive if following documents are not attached: -
  - (a) Attested copy of license obtained from the Govt. of Gujarat or other govt. institution for running the business of private security agencies operating in the Jamnagar/Devbhumi Dwarka district/ Other places.
  - (b) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
  - (c) Audited Balance Sheet & Profit and Loss Account.
  - (d) List of clienteles during last 3 years along with cost of assignment.
  - (e) PAN No. and Current IT clearance certificate.
  - (f) Attested copy of proof of EPF registration.
  - (g) Attested copy of proof of ESI registration.
  - (h) Attested copy of proof of Service Tax Registration.

- (i) The Bidder shall deposit **Rs. 5000/- (Five thousand)** in the form of Guarantee valid for 135 days after the date of submission of bids or DD/Pay Order drawn in favour of **“Kendriya Vidyalaya Okha VVN A/c”** payable at **Okha** as **EARNEST MONEY** along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (j) Remuneration of staff, quoted below minimum wages applicable for Unskilled, Semi-skilled, Skilled, Clerical and Non-technical supervisory staff, in State of Gujarat shall render the Bid disqualified for evaluation.
- (k) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.
- (l) Copy of terms and conditions in Tender Documents with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.
- (m) Attached copy of GOVT. LETTER on the basis the rate quoted.**
- (n) The firm should attach copy of license for supply of manpower for security, sweeper, gardening work.
- (o) Copy of GST registration if applicable otherwise attached proof regarding GST registration is not necessary for the firm.

## **8. Award of Contract:**

- (a) The Indenter 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 Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (c) The inventor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.



**9. Last date and time of receipt of Bids**

You are requested to submit the **Sealed Bid with Annexure A and B** superscribed on the envelope as "**Bids for providing MANPOWER in KV Okha on service charge basis**" latest by **2.00 PM of 24<sup>th</sup> March, 2021.**

An earnest money of RS. **5000/-** of total works is to be deposited along with tender document.

**The Bids/Tender will be opened on 25.03.2021 at 2.00 PM.**

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

Signature  
(ANIL MEENA)  
PRINCIPAL  
KENDRIYA VIDYALAYA  
OKHA PORT GUJARAT

**ANNEXURE A****APPLICATION -TECHNICAL BID****(For providing MANPOWER services to KENDRIYA VIDYALAYA OKHA)****(FOR THE PERIOD 01-04-2021 TO 31-03-2022)**

1. Name of the Tendering Service Provider: \_\_\_\_\_
2. Status (Proprietor/Partner/Director) : \_\_\_\_\_
3. Details of Earnest Money Deposit: DD No. \_\_\_\_\_ Date \_\_\_\_\_ of Rs. \_\_\_\_\_  
drawn on Bank \_\_\_\_\_
4. Full address of the Registered Office : \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
5. Full address of operating/ Branch Office: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
6. Name & telephone no. of Authorized officer/person to liaise with Field Office(s)  
\_\_\_\_\_
7. Banker of Service Provider  
(Attach certified copy of statement of A/c for the last three years)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number of Banker \_\_\_\_\_
8. PAN/GIR No. (Attach attested copy) \_\_\_\_\_
9. GST Registration No. (Attach attested copy) \_\_\_\_\_
10. E.P.F. registration Number (Attach attested copy) \_\_\_\_\_
11. E.S.I. Registration Number (Attach attested copy) \_\_\_\_\_
12. Labour License/Registration under The Contract Labour (Regulation & Control) Act 1970  
\_\_\_\_\_

13. Financial turnover of the tendering Service Provider for the last 3 financial years.  
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. in Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

14. Additional information, if any: \_\_\_\_\_

(Attach Separate sheet if space provided is insufficient)

15. Give details of minimum 3 such contracts/ housekeeping/outsourcing (both work) in Headquarters, Autonomous body, Central/State Govt. handled by the tendering Service Provider during the last five years in the following format:

Sr.	Details of Client along with address telephone numbers	Manpower Services Provided		Amount of Contract (in Lakhs)	Duration of Contract		Remarks
		Type of manpower provided	No.		From	To	
1							
2							
3							

(If the space provided is insufficient, a separate sheet may be attached)

16. Certificate of work satisfactory completed the services job work.

17. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_

Seal: \_\_\_\_\_

**DECLARATION**

1. I \_\_\_\_\_ Son / Daughter / Wife of Sh. \_\_\_\_\_ signatory of the Proprietor / Director mentioned above is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. The information / documents furnished along with the above application are true authentic to the best of my knowledge and belief. I / We am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Date: \_\_\_\_\_

Signature of authorized person

Place: \_\_\_\_\_

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

**FORMAT OF BID**

S. No.	Category of Manpower	Number	Unit monthly remuneration	EPF Rate	ESI Rate	Cost of material	Service charges */ charges of uniforms/ bonus etc. including overhead profit	Monthly Unit Rate (Col.4+5+6+7 +8)	Total monthly cost <b>(With material)</b>	Total monthly cost <b>(Without Material)</b>
1	2	3	4	5	6	7	8	9	10	11
1	Security Guards	3								
2	Safaiwala	2								
3	Gardner (Mali)	1								

\*(All figures in Rs.)

**\*Service Charges: - (Zero percent service charges not acceptable),  
(Zero percent includes all derivatives of Zero up to 0.9999)**

Total Monthly cost in words: \_\_\_\_\_

**NOTE:**

- 1. Service Tax / GST shall be quoted separately.**
- 2. In case of discrepancy between unit price and total price, the unit price shall prevail.**

**We agree to provide the above service of manpower including material and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs. \_\_\_\_\_, is furnished herewith vide Bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_**

(Bidder) Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Seal : \_\_\_\_\_

# MODEL AGREEMENT FOR SERVICE CONTRACT

## 1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through ..... located at 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi-110 016 (herein after called ..... which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 [NAME OF THE CONTRACTING AGENCY] a[COMPANY/**FIRM**] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

1 \* In the format two types of brackets have been used. These are;

- (a) Square Bracket [ ] : these brackets indicate the following;
- (b) [xxxxxxx] : replace the instruction by f i l l i n g in relevant text;
- (c) [xx/yy/zz] : among the options choose the applicable one(s) and delete the rest;
- (d) [clause/phrase/sentence] optional, choose Whichever applicable to the specific
- (e) requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.,

(i i) Ordinary Brackets ( ) : these brackets are a part of the text and are to be retained.

## DEFINITIONS

The agreement is general in nature wherein the particular office has been generally referred to as "INDENTING OFFICE" and the agency providing the service as "CONTRACTING AGENCY". If desired the word "INDENTING OFFICE" may be substituted by the acronym of the particular office and the CONTRACTING AGENCY by a suitable abbreviated name/acronym.

## 1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the ..... [on/in/for] [name the area of service contract].

1.2.2 WEHREAS ..... at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

Now therefore in consideration of the premises and mutual covenants here in after contained, the parties hereto agree as follows:

### **1.3 SCOPE OF THE AGREEMENT**

1.3.1 the agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE /pertaining to the WORK.

### **1.4 FINANCIAL ARRANGEMENTS**

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the ..... shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

(i) Rs. \*\* per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY. \*\*Rs. For service contract on

### **1.5 MODALITIES OF CONTRACT**

1.5.1 This contract is of the nature of service contract for a specified period and not labour contract.

1.5.2 The responsibility of the CONTRACTING AGENCY and schedule of fulfillment thereof shall be as per Appendix - 1 to the Agreement.

1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/identify] the work to be done by the CONTRACTING AGENCY, targets/ milestones and criteria for completion of the Work. It shall also review the progress of the WORK at midterm of contract period. If at any state the Screening Committee finds the performance of the CONTRACTING AGENCY unsatisfactory, a notice to that effect will be sent to CONTRACTING AGENCY and if it fails to improve its performance of WORK within seven days of the notice serviced, the continuation of this agreement will be reviewed by the INDENTING OFFICE and agreement shall be terminated by giving information in writing to that effect to the CONTRACTING AGENCY.

1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the CONTRACTING AGENCY in the premises of INDENTING OFFICE shall be as per Para 2 of the tender document.

### **1.6 RESPONSIBILITIES OF CONTRACTING AGENCY**

1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix-1 to the Agreement by providing manpower including material in the premises of the INDENTING OFFICE.

1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.

- 1.6.3** CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
- 1.6.4** CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.5** CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.6** CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.7** Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTING OFFICE shall be final in this regard.

## **1.7** RESPONSIBILITIES OF THE INDENTING OFFICE

- 1.7.1** INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2** INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3** INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on prorata basis after

deducting the days of absence without suitable replacement or poor performance.

## **1.8** COMPLETION

- 1.8.1** The WORK shall be deemed to have been completed on expiry of period of this contract and release of final payment to the CONTRACTING AGENCY by the INDENTING OFFICE subject to review by the Screening Committee set up vide provision 1.5.3.



## **1.9 CONFIDENTIALITY**

**1.9.1** during the tenure of the Agreement and [ .....years ] thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

## **2.1 FORCE MAJERE**

**2.1.1** Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force major events such as but not limited to Acts of God, war, flood earthquake, strike, lockouts, epidemics, riots, civil commotion, etc, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

## **2.2 EFFECTIVE-DATE, DURATION , TERMINATION OF THE AGREEMENT**

**2.2.1** The Agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to CONTRACTING AGENCY and shall remain in force for a period of [months] from the said date.

**2.2.2** The Agreement shall be deemed to expire on completion of the period, as provided in Para 1.8.1 unless extended by both the parties.

**2.2.3** During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a month's notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement.

**2.2.4** In this event of termination of the Agreement vide provision 2.2.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE.

**2.2.5** In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund the amount, if any, paid in advance to it by the INDENTING OFFICE.

## **2.3 NOTICES**

**2.3.1** All notices and other communications required to be served on the CONTRACTING AGENCY under the terms of this Agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the CONTRACTING AGENCY at its last known address. Similarly, any notice to be given to the INDENTING OFFICE shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail/speed post to the INDENTING OFFICE at its registered address at [New Delhi / name of the city],

## **2.4 AMMENDMENTS OF THE AGREEMET**

**2.4.1** No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

**2.5 ASSIGNMENT OF THE AGREEMENT**

**2.5.1** The rights and / or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

**2.6 DISPUTE SETTLEMENT**

**2.6.1** In the event of any dispute or difference between the parties arising out of or in connection with the terms and conditions of this Agreement such dispute or differences shall be referred to the ..... The decision of the..... shall be final and binding on both the parties

**SEAL OF THE PARTIES**

In witness whereof the parties hereto have signed this Agreement on the day, month and year mentioned hereinbefore.

Parties

Parties

For and on behalf of KVS INDENTING OFFICE

For and on behalf of Contracting Agency

Signature.....

Signature.....

Name.....

Name.....

Designation.....

Designation.....

Seal.....

Seal.....

Witness (Name and Address)

Witness (Name and Address)

1.

1.

2 .

2 .