

केन्द्रीय विद्यालय क्र-1
शाहीबाग, अहमदाबाद
गुजरात, पिन कोड - 380004
दूरभाष - 079-25626493



फ़ैक्स - 079- 25628282
सी बी एस ई संबंधन संख्या - 400001
सी बी एस ई विद्यालय क्रमांक - 03001
के वि सं स्टेशन क्रमांक - 001
के वि सं विद्यालय क्रमांक - 1003

KENDRIYA VIDYALAYA NO.1
SHAHIBAUG, AHMEDABAD
(GUJARAT) PIN CODE-380004

Email :
kvno1shahibaugfs@yahoo.co.in
Website: www.mrcahmedabad.kvs.ac.in
CBSE AFFILIATION NO.: 400001
CBSE SCHOOL CODE : 03001
KVS STATION CODE - 001
KVS SCHOOL CODE - 1003

Ref F 120370/A-19/2019-20/KV ABAD SBAG/

Date :

TENDER DOCUMENT

Sub : "Inviting Bid for engaging Service Provider Firm for providing Manpower including material through service contract.

Sir/Madam,

Kendriya Vidyalaya No.1 Shahibaug, Ahmedabad is run by Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalayas set up for imparting education to the children of transferable Central Govt. Employees among others.

2. Sealed competitive Bids are invited by the Kendriya Vidyalaya No.1 Shahibaug, Ahmedabad from the reputed/registered Consultant/Service Provider Firm for providing Manpower including material through service contract initially for a period of **01 (one) year w.e.f 01-02-2019** which may be extended by another one year as indicated below:-

A. Address/Location of the Building **Kendriya Vidyalaya No-1, Shahibaug, Nr. Police Commissioner Office, Ahmedabad - 380004.(Guj)**

B. Man power required:-

S. No.	Category of Manpower	Minimum qualifications or/and experience
1.	Security Guards	Middle standard
2.	Workers for cleanliness --	--
3.	Gardener	--

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

S.No.	Category of Manpower	Responsibilities
1.	Security Guards	To provide round the clock security to the Vidyalaya and guard the campus.
2.	Workers for cleanliness	To clean the entire Vidyalaya and its Campus
3.	Worker for maintaining Gardens	To maintain the gardens of the Vidyalaya

C. Material for cleanliness to be used as per attached Annexure –B. The cost of material, however, will be charged extra by the Contracting Agency by showing rate of the same in attached Annexure -A :-

- D. Work will have to be got done in the following way by the contractor in respect of cleaning work.
- 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 Vidyalaya. The Two assembly grounds and approach roads must be ready before 7.30 AM daily.
 - ii) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the Vidyalaya and thereafter every 2 hours specially 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. The Contractor shall also provide mosquito repellants in the Vidyalaya.
 - iii) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and after every two hours thereafter.
 - iv) Cleaning of Computers with vacuum cleaner to be provided by the Contractor.
 - v) Sweeping and cleaning of open areas, roads, passage, lawns, auditoriums/meeting halls/Corridor etc. within the boundary of the Vidyalaya wall surroundings to this building.
 - vi) Regular dusting/cleaning of Vidyalaya furniture and equipments. (table and chair) and equipments, telephones, book cases, filing cabinets, admirals and doors and windows including removal of cobwebs everyday before opening of the Vidyalaya.
 - 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 internal & external sanitary installations e.g. w.c's Traps, Bottle traps, gully traps, manholes and associated drainage of campus 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.
 - xi) Cleaning of all Air Conditioners in the Vidyalaya every fort night
 - xii) The Supervisor should visit the site on every working day.

FOR CLEANING ITEMS OF WORK TO BE DONE ONCE IN A WEEK ON EVERY SATURDAY

- i) Washing and Scrubbing of floor are as 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.
- v) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.

3. Quoted Price:

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

The Bidder shall quote the rates on per month basis (26 days a month) for the whole unit (Covered area, open area, surroundings, stairs, lobbies, corridors, toilets etc) and for all items of work including cost of material as per Annexure-B. At times when work is taken for a period less than a week because of closure of school etc rates would be calculated for a day and payment made accordingly. Proportionate payment will be deducted from the monthly bills for the holidays other than Sundays during a particular month. Hence, no payment will be made for Sundays, Gazetted holidays and other closed days in the Vidyalaya.

- (b) The service tax and any other such tax liable to be paid by the client should be included in the quoted amount.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (d) The Bidder shall deposit Rs.3000/- for Security, Rs.6000/- for Conservancy and Rs.1000/- for Gardening 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 No 1 Shahibaug Ahmedabad, payable at Ahmedabad as earnest money alongwith the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (e) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount of Rs.20,000/- (Rupees Twenty Thousand only) valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (f) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

5. **Validity of Bid:**

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

6. **Terms and Conditions:**

- (a) The remuneration shall be disbursed through cheque at Kendriya Vidyalaya No 1 Shahibaug Ahmedabad premises in the presence of representative of the Vidyalaya
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KVS(HQ)'s office/premises as per the monthly remuneration quoted without any deduction.
- (c) The Contracting Agency will submit the invoice/bill alongwith proof of disbursement in triplicate after making the payment to the employees provided to the Vidyalaya supported with the following documents :-
(i) Details of disbursement made to the staff furnishing cheque details for each payment,
(ii) Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill. Income tax will be deducted at source.

- (d) The Contracting Agency will provide Identity Card and Uniform to all his employees

deputed as per the format suggested by the Indenting Office valid for the period of contract.

- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (f) The normal school hours of Vidyalaya are from 7.30 am to 3.30 pm six days from Monday to Saturday. However, the Contracting Agency will deploy their workers and provide the services of cleanliness for Six days & Gardening and Security for seven days in a week from Monday to Saturday according to the duty timing shown at pre-pages/above. Kendriya Vidyalaya No 1 Shahibaug Ahd 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. The duty hours for the staff of contractor for Conservancy and Gardening service will be from 7.00 a.m to 4.00 p.m Payment for Proportionate area for conservancy service will be made during vacation and breaks.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

Total Monthly Remuneration = Monthly remuneration -A₁

where $A_1 = \frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by the Vidyalaya. 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 the Vidyalaya. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for Vidyalaya shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya No-1 Shahibaug Ahmedabad for all three services separately 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.
- (j) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the vidyalaya reserves the right to claim and recover damages from Contracting Agency.
- (k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- (l) The Contracting Agency will deploy the trained/professional security guards/security supervisor, preferably ex. Servicemen, workers who are below the age of 50 years as well as physically fit and mentally alert. Preference will be given to the Ex. Servicemen. For cleaning work, the agency will deploy trained and sufficient SC/ST Workers who are below the age of 50 years as well as physically and mentally fit. The Contracting Agency will also ensure that the security guards / cleaning workers are free from Aid or any other infectious disease before deployment for work.
- (m) The Vidyalaya 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 room except the staff of Contracting Agency on duty.

- (n) The Contracting Agency shall provide to their personnel and workers with impressive summer uniform as well as winter uniform with insignia.

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) 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.
 - (b) Audited Balance Sheet & Profit and Loss Account.
 - (c) List of clientele during last 3 years along with cost of assignment.
 - (d) PAN No. and Current IT clearance certificate. Returns of previous years
 - (e) Attested copy of proof of EPF registration.
 - (f) Attested copy of proof of ESI registration.
 - (g) Attested copy of proof of Service Tax Registration.
 - (h) Attested copy of proof of GST .
- (i) The Bidder shall deposit earnest money as per para 3(d) 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 No.1 Shahibaug, Ahmedabad, payable at Ahmedabad along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (j) Attested copies of license from Gujarat Police Deptt for permission to operate security service in Ahmedabad.
- (k) The Contract of conservancy will be awarded to that bidder which gives the lowest total amount per month for the whole area under conservancy (including material as per estimates required in Annx.B)
- (l) The award of contract will be terminated if the work is found unsatisfactory as decided by the Supervising Committee of the Vidyalaya and the contract will then be awarded to the next lowest bidder.
- (m) Bid must be signed by the owner of the firm and not by any other representative of the firm. Bid will be rejected if not signed by the owner.
- (ii) Remuneration of staff should be made following the minimum wages applicable in the Govt. India for evaluation.
- (iii) The evaluation will be done for all the three services separately. Indenting Office will award the contract to the lowest evaluated responsive bidder.

8. Award of Contract:

- (a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price for each service.
- (b) The Indentor 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.

- (c) Notwithstanding the above, the Indentor 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 Bids superscribed on the envelope as "Bids for providing Services for Security /Cleanliness/Sweeping and Gardening in Kendriya Vidyalaya No-1 Shahibaug, Ahmedabad on service charge basis" Up to 30th December 2018 by 2.00 PM. An earnest money as per para 3(d) is to be deposited along with tender document. The bids will be opened on 5th Jan 2019 at 11.30 a.m.

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

Yours faithfully,

Signature

Name:

Designation:

**For and on behalf of the Kendriya Vidyalaya No-1
Shahibaug,
Ahmedabad.**

ANNEXURE-‘A’

FORMAT OF BID

(A) Total amount of Bid per month for providing conservancy service including cost of material (Annexure B) required for an area of 18792 sq Mtr (Please refer annexure C)	_____ per month
(B) Total amount of Bid per month for Round the clock security service.	_____ per month
(C) Total Amount of Bid for Maintenance of Gardens in Vidyalaya (Without material)	_____ per month

Important Note : You are requested to bifurcate amount in terms of rate per person per day EPF, ESI etc in separate sheet.

(Bidder)
Signature: _____

Name: _____

Seal of Firm :

Note :

- (a) The Parties are advised to see the location before quoting the rates. The campus has an area of 18792 sq. mtr. There are 3 school buildings with approx. 80 class rooms, 20 toilet blocks, meeting rooms, auditorium, corridors, stairs and open area. In case of Conservancy and Gardening services the rates should be quoted for 26 days a month.
- (b) The rates should be inclusive of GST/ Service Tax, Professional Tax, DA, EPF ESI, Uniform, Bonus etc.
- (c) Total amount is to be calculated keeping in mind the minimum wages act of Govt. of India and requirement of staff to be deployed. Please see that the labour laws are not violated.
- (d) The documents desired as per 7 (i) are to be attached with the Bid.

LIST OF ITEMS/CLEANLINESS MATERIAL REQUIRED FOR SAFAI ETC.

ANNEXURE-B

- 1 Phenyle (Liquid)
- 2 Cleanze Sanitizer
- 3 Pixol Sanitizer
- 4 Odonil
- 5 Liquid Soap (Homocol)
- 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
- 21 Homocol Cake
- 22 Hariyali Jhadoo
- 23 Phool Jhadoo
- 24 Bandco Jhadoo
- 25 Rehdi for collection of Kuda

- 26 Dustbin with Lid
- 27 Buckets
- 28 Plastic Jugs
- 29 Plastic Mugs
- 30 Cob Web's Remover
- 31 Sweeping Brush
- 32 Sling Brush
- 33 Comando Brush
- 34 Scrubbing Brushes of various sizes
- 35 Markin Cloth
- 36 Plastic PVC Water Pipes with Jet/Nozzel – required to fill water in desert coolers and for cleaning/sweeping work etc.
- 37 Cleaning Powder
- 38 Yellow Dusters
- 39 Plastic Drums
40. Kerosene Oil
41. Any other items required for cleanliness/sweeping and filling of water in desert coolers etc.

Grand total Cost Rs, _____ Per week

Signature of Bidder : _____

Name of Bidder : _____

ANNEXURE : C

KENDRIYA VIDYALAYA NO-1, SHAHIBAUG, AHMEDABAD

BUILDING CONSTRUCTED AREA : (NEW BUILDING)

S.No	Name of Block	Measurement	Total
1	Main Block Ground floor	17.4 x 56.4 mtr + 7x10, Ground floor, X 4 floors	4206 Sqmt
2	Administrative Block G/F	27 mt x 10 mt x 4 floors	1080 Sqmt
3	Pre primary Building G/F	8.5mt x 31.5 mt x 1 floor	268 Sqmt
4	Old Building Primary Section G/F	8.2 mt X81 mt X 2 floors	1329 Sqmt
	Total :		6883 Sqmt

CAMPUS AREA

S.No	Name of Block	Measurement	Total
1	Assembly Stage & Basket Ball & Lawn Tennis Court	53 mt X 60 mt	3180 Sqmt
2	Entrance Path way & garden	36.6 X 60 mt	1098 Sqmt
3	Back Side of Prayer Stage Area	-	335 Sq Mt
4	Play ground Area (Including Path way)	-	3053 Sqmt
5	Skating – Garden Play ground for Primary & Path way to old Building	-	4243 Sqmt
6	Total Sqmt of campus Area	-	11909 Sqmt
7	Total Building Constructed Area	-	6883 Sqmt
	Total		18792 Sqmt

(VINITA SHARMA)
PRINCIPAL

MODEL AGREEMENT FOR SERVICE CONTRACT OF SECURITY, CONSERVANCY AND GARDENING SERVICE

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 No 1 Shahibaug, Ahmedabad, a school run by Kendriya Vidyalaya Sangathan a society registered under the Societies Registration Act (XXI of 1860) located at Shahibaug, Near Police Commissioner Office, Ahmedabad 380004 (herein after called Indenting Office) 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;

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

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

- (ii) 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 CONTRACITNG 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. ** 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/indentify] 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 INDENDING 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 [months] 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

For and on behalf of KVS INDENTING OFFICE

Signature

Name

Designation

Seal

Witness (Name and Address)

1.

2.

Parties

For and on behalf of Contracting Agency

Signature.....

Name.....

Designation.....

Seal.....

Witness (Name and Address)

1.

2.

SECURITY/ CLEANLINESS/GARDENING SERVICES
FORMATE OF BID

SN	Category of Manpower	Number	Unit Monthly Rate	EPF Rate	ESI Rate	Service Charges/ charges of uniform/bonus etc including profit	Monthly Unit Rate (Col. 4+5+6+7)	Total Monthly Cost
01	02	03	04	05	06	07	08	09

Note :-

1. The rates should be inclusive of DA, EPF, Uniform , Bonus etc
2. Total amount is to be calculated keeping in mind the minimum wages act of Govt and requirement of staff to be deployed.
Please see that the labour laws are not violated. Also ensure that the figure at S No.7 is justified and congruous.
3. In case of discrepancy between unit price and total, the price shall prevail.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document.

Bank draft No. _____ Dated _____ drawn on _____ is attached towards earnest money.

Seal of firm

Signature of the Bidder _____

Name _____

Date:- _____