

## केन्द्रीय विद्यालय वायुसेना स्थल सालुआ

पोस्ट-सालुआ , जिला - मिदनापुर -721145, दूरभाष : 03222-296534

F 25095/KV-SALUA/2019-20/निविदा/26  
निविदा सूचना ~~विद्युत~~

दिनांक 26/07/2019

सफाईकर्मी , सुरक्षाकर्मी , एवं माली की सेवा के लिए निविदा जमा करने की अन्तिम तिथि एतद्वारा बढ़ाई जाती है। अब उक्त सेवाओं के लिए पंजीकृत/त्वरित डाक से प्रेषित मुहरबन्द निविदाएँ 04.10.2019 के 2:00 ( अपराह्न ) तक स्वीकृत की जाएँगी | निविदाएँ 05.10.2019 को 10:00 बजे पुरवाहन में प्राचार्य कक्ष में निविदादाताओं के समक्ष खोली जाएँगी |

अन्य विवरण के लिए विद्यालय की वेबसाइट <http://www.afssalua.kvs.ac.in> देखें |

रवि कान्त  
प्राचार्य  
26-07-2019  
प्राचार्य / PRINCIPAL  
केन्द्रीय विद्यालय / KENDRIYA VIDYALAYA  
वायुसेना स्थल / AIR FORCE STATION  
सालुआ / SALUA

## केन्द्रीय विद्यालय वायु सेना स्थल , सालुआ

निविदा सुचना संख्या : F.25095/KV-Salua/2019-20/231

### निविदा सुचना

सफाईकर्मी , सुरक्षाकर्मी एवं माली (Conservancy , Security and Gardner ) की सेवाओं के लिए निविदा आमंत्रित की जाती है | मुहरबन्द निविदा त्वरित डाक / पंजीकृत डाक से 24.09.2019 को 2.00 बजे अपराहन तक पहुँच जाना चाहिए | निविदा को 25-09-2019 को 02.00 बजे प्राचार्य कक्ष में उपस्थित Bidders के सामने खोला जायेगा | विस्तृत विवरण एवं निविदा प्रपत्रों के लिए विद्यालय की वेबसाइट <http://www.afssalua.kvs.ac.in> देखी जाए |

शुक्रवार  
24/09/2019  
प्राचार्य

प्राचार्य / PRINCIPAL  
केन्द्रीय विद्यालय / KENDRIYA VIDYALAYA  
वायुसेना स्थल / AIR FORCE STATION  
सालुआ / SALUA



## केन्द्रीय विद्यालय वायुसेना स्थल, सालुवा

( मानव संसाधन विकास मंत्रालय , भारत सरकार )

**Kendriya Vidyalaya AFS, Salua**

(Ministry of HRD Deptt. Of Education Govt. of India)

वायु सेना स्थल, सालुवा , जिला -पश्चिम मेदिनिपुर

Air Force Station, Salua, Dist.-Paschim Midnapur

पश्चिम बंगाल-७२११४५ / West Bengal-721145

Tel: (03222)-296534

Website: [www.afssalua.kvs.ac.in](http://www.afssalua.kvs.ac.in) E-mail: [kvsalua@gmail.com](mailto:kvsalua@gmail.com)

F.25095/KV-Salua/2019-20/२९।


Date :- 09-09-2019.

Sub:- Tender/ quotation for awarding contract for outsourcing services for security/Conservancy/ Gardening in Kendriya Vidyalaya Salua.

Sir/ Madam,

Sealed tenders are invited for awarding contract for outsourcing the services for security/conservancy/ gardening in Kendriya Vidyalaya Salua .The tender forms and other details can be obtained from the website <http://www.afssalua.kvs.ac.in> . The sealed tender forms duly filled in along with other necessary documents should be sent to Kendriya Vidyalaya Salua by 2.00 P.M. on 24-09-2019, the tender will be opened at 2.00 P.M at Kendriya Vidyalaya Salua in front of present bidders on 25-09-2019.

Yours faithfully

  
09/09/2019  
PRINCIPAL  
शाखाप / PRINCIPAL  
केन्द्रीय विद्यालय / KENDRIYA VIDYALAYA  
वायुसेना स्थल / AIR FORCE STATION  
सालुवा / SALUA

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F. 25095 /A.V-Salua/Tender/2019-20/231

Date: 09/09/2019  
09/09/2019

**TENDER DOCUMENT**  
(Published in School's website)

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

Sir/Madam,

The Kendriya Vidyalaya Sangathan, a centrally funded Autonomous Body, is a Society registered under Societies' Registration Act, 1860. The Sangathan administers the Scheme of Kendriya Vidyalaya set up for imparting education to the children of transferable Central Government Employees among others.

2. Sealed competitive Bids are invited by Kendriya Vidyalaya ,AFS, Salua from the reputed/registered Consultant/Service Provider Firm for providing Manpower through service contract initially for a period of 01 (one) year w.e.f. 01-10-2019 which may be extended by another one year, as indicated below:-

The building has 31class rooms and 16 toilets, Lab ( 06 no) , Departments, Library, Staff room, office, Principal's chamber , corridors, stairs and open areas as well as enclosed surrounding areas on the ground floor. Parties are advised to see the Address/Location of the Vidyalaya Building at Kendriya Vidyalaya ,AFS, Salua at defence area, Salua.

B. Man power required:-

S. No	Category of man power	Minimum qualification	No of person to be engaged in shift
1	Security personnel	Passed middle class	1 <sup>st</sup> - shift:- 6.00 am to 2.00 PM- 01 2 <sup>nd</sup> shift - 02.00 P.M. 10.00 PM- 01 3 <sup>rd</sup> shift - 10.00 P.M. to 06 A.M- 01
2	Conservancy personnel ( Gents)	Literate	04 no in a single shift from 7.am to 3.00 P.M. 02-Ladies & 02 -Gents
3	Gardener	Literate having knowledge of gardening	01 no in a single shift from 7.00 A.M to 3.P.M.

C. Responsibility of man power is detailed as under

S.No	Category of man power	Responsibility
1	Security personnel	To provide security services wherever is deputed for round the clock service in 24 hours.
2	Conservancy personnel	Cleaning of the class rooms , toilets, Lab ( 06 no) , Department, Library, Staff room, office, Principal's chamber , corridors, stairs and open areas as well as enclosed surrounding areas on the ground floor
3	Gardener	To render services as gardener towards proper looking after the gardens of the School

3. Quoted Price:

(a) The Bidder shall quote unit rate which shall comprise of monthly remuneration based on minimum monthly wages of the Central Govt modified time to time as per the order issued by the Labour Department, Govt of India, EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached (Annexure-A).

(b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.

**However vide recent order of GOI, KVS is exempted from paying service tax for certain services.**

(c) The rate quoted shall be fixed for the duration of the contract as per the rate of minimum wages as per the Central Govt. Rate and shall not be subject to adjustment except the statutory provisions, if amended.

In case of change in rate due to statutory provisions( such as enhancement of VDA etc), 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.

... Contd P/2

P/2

(d) The Bidder shall deposit Rs.25,000/- in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD/ Pay Order drawn in favor of Kendriya Vidyalaya ,AFS, Salua, payable at as earnest money along with 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.75,000/- (Rupees seventy five 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 NEFT at K.V. AFS, Salua premises in the presence of representative of the Vidyalaya or its constituent.

b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees through cheque/ remittance in their bank account through RTGS as per the monthly remuneration quoted without any deduction.

c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the Vidyalaya premises 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,

(iii) Any other applicable tax.

d) Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill. The Contracting Agency will provide Identity Card to all his employees deputed as per the format suggested by the indenting Office valid for the period of contract.

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 copy of license obtained from the concerned Department, for

running the business of private security agencies/ providing man power operating in this state, failing which the bid will be treated as disqualified/nonresponsive

g) The normal School hours of the Vidyalaya is from 7.30 am to 1.40 P.M ( in summer) & 8.00 am to 2.10 P.M ( in winter), six days from Monday to Saturday ( except 2<sup>nd</sup> Saturday). However, the Contracting Agency will provide the security services round the clock all the days in a month according to the duty timing shown at above. The Vidyalaya 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.

(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 = Monthly remuneration X Nos. of days/ Nos. of days in the month of absence

j) 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. There placement of a Candidate on account of absence /unsuitability for Vidyalaya shall be made within 24 hours.

The contracting Agency will be required to sign a contract with the Vidyalaya 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, the KVS reserves the right to claim and recover damages from Contracting Agency.

**l) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.**

m) The Contracting Agency will deploy the trained/professional security guards who are below the age of 50 years as well as physically fit and mentally alert.

n) The Contracting Agency will also ensure that the security guards/other employees are free from AIDS or any other infectious disease before deployment for work.

(n) The Vidyalaya 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.

(o) The Contracting Agency shall provide to their security personnel 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 :-
- Attested copy of license obtained from the concerned department of this state for running the business Private security agencies / providing man power operating in the state.
  - 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.
  - Audited Balance Sheet & Profit and Loss Account.
  - List of clientele during last 3 years along with cost of assignment.
  - PAN No. and Current IT clearance certificate.
  - Attested copy of proof of EPF registration.
  - Attested copy of proof of ESI registration and proof of Service Tax Registration.
  - Quotation on which service charges rated below 2% will not be considered.**

The Bidder shall deposit Rs.25,000/- 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 ,AFS, Salua, VVN Account payable at Kharagpur as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

- (ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled, Security, in the Govt. of WB/ Central Govt. ( which is higher) in Calcutta ( UA) shall render the Bid disqualified for evaluation.
- (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

...

#### 8. Award of Contract:

- 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.
- 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.
- The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract.

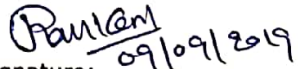
The terms of the accepted offer shall be incorporated in the contract.

- 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:- 24-09-2019 - 02:00 PM

The firms to submit the Sealed Bids super scribed on the envelope as "Bids for providing Security/ conservancy/ gardening Services in K.V. AFS, Salua on service charge basis" within 15 days from the publication of this notice . The tenders will be opened at 2.00 PM at the chamber of the Principal of this Vidyalaya in the presence of bidders on 25-09-2019 at 02:00 PM. If the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged. An earnest money of Rs25000/- is to be deposited along with tender documents. The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in this Kendriya Vidyalaya.

Yours faithfully,

  
Signature: 09/09/2019  
Name: Ravikant  
Designation: PRINCIPAL

**Format of the quotation**

ANNEXURE-1

S.No	Cost of man power	Number	Unit monthly remuneration	EPF	ESI	Service charges/ charges statutory liabilities ( including over head profit	Monthly unit charges	Total monthly cost
1	2	3	4(2X3)	5	6	7	8(4 + 5 + 6 + 7)	9 ( 8X3)

- In case of discrepancy between unit price & total price, the unit shall prevail.

We agree to provide the above services of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format. Bid security of Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ ) is furnished herewith vide Bank D.D. No \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_

Signature:-

Name of the firm with seal:

**( To be submitted by the firms along with their quotations)**

PAN NO. \_\_\_\_\_ (Please attach copy of the PAN Card).

Service Registration No. \_\_\_\_\_ (Please attach copy of the allotment certificate).

Man Power supplying Registration from the concerned Department of Govt. of West Bengal/ Govt. of India \_\_\_\_\_ (Please attach copy of the allotment certificate).

**CERTIFICATE**

All the above conditions given in the tender documents are accepted by me / us.

Signature & Seal of the Supplier / Tenderer

Station: \_\_\_\_\_

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

Witness – I	Witness – II
Name : _____	Name : _____
Address : _____	Address : _____
_____	_____
_____	_____
Occupation : _____	Occupation : _____
_____	_____



## AGREEMENT FOR SERVICE CONTRACT:-

### 1.1 THE AGREEMENT:-

1.1.1 THIS AGREEMENT made and entered into on ....., Two Thousand Nineteen between the Kendriya Vidyalaya Sangathan , a society registered under the Societies Registration Act (XXI of 1860 ) through Principal, Kendriya Vidyalaya AFS, Salua located . at Kharagpur, West Midnapore), West Bengal expression shall where the context so admits Include its successors and permitted assigns of the one part, and

1.1.2 registered office..... (hereinafter called the CONTRACTING AGENCY )which expression shall where the context so admits include its successors and permitted assigns)of the other part.

### 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

12.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/carrying out] providing man power towards outsourcing of security/conservancy work/ gardener and is desirous of providing service to the Vidyalaya towards providing man power for the above outsourcing work.

1.2.2 WHEREAS Kendriya Vidyalaya Sangathan at its Vidyalaya (Kendriya Vidyalaya ,AFS, Salua) located at Kharagpur, West Midnapore West Bengal (hereinafter called the INDENTING OFFICE) is seeking service on contract for providing man power towards security/conservancy work/ gardener [ to be given separately for each category] 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 agreed 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 Principal, Kendriya Vidyalaya, AFS, Salua shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

(i)Rs. ....../-( Security) For ..... Person, Rs...../- without materials ( Conservancy) for ..... Person / Rs...../- with materials ( Gardener) ..... person, per man per month within 5<sup>th</sup> of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of Para-5 of the terms of the agreement ( at appendix-1) by the CONTRACTING AGENCY . Before claiming the payment BY Contracting Agency in a month, they are to submit the copies of pay-slips of each employee showing all dues, deductions and net payment along with their UAN for each Individual employees.

### 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. Before deployment of the employees, Contracting agency has to submit the Police verification of each employees.

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 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 stage 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 served, 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 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 in the premises of the INDENTINGOFFICE.

1.6.2 This period of completion of WORK one year both the party agree for one year extended.

1.6.3 CONTRACTING AGENCY shall substitute suitable workers In lieu of those provided by it in the INDENTINGOFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48hours 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 INDENTINGOFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.

1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, Bonus, 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 CONTRACTINGAGENCY 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 number of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on pro-rata 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 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 THEAGREEMENT:

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 12 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 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 provision2.2.3 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 INDENTINGOFFICE.

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 INDENTINGOFFICE.

**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 INDENTINGOFFICE at its registered address at Saltlake Kol- 700106..

**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 concerned arbitration. The decision of the arbitration 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 herein before. Parties

For and on behalf of KVS INDENTING OFFICE

Parties

For and on behalf of Contracting Agency

Signature .....

Name .....

Designation .....

Seal \_\_\_\_\_

Witness (Name and Address With signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature .....

Name.....

Designation:-\_\_\_\_\_

Seal \_\_\_\_\_

Witness( name & Address with signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

## KENDRIYA VIDYALAYA, AFS , Salua

**Terms and condition of the Security service**

1. The Agency shall provide man power for 24 hours security service at Kendriya Vidyalaya AFS Salua located at Defense area at **Air Force Station**, Salua, West Midnapore, West Bengal with effect from 01.10.2019.
2. The Agency would undertake to engage employ and provide the requisite number of trained personal for the purpose and also be reasonable for payment of their emoluments along with other liabilities ( such as Bonus/ uniform/ medical insurance etc ) as per Rules and dues .
3. The remuneration shall be disbursed through NEFT at KV,AFS, Salua premises in the presence of representative of the **School** or its constituent/ directly towards the bank account of the employee through RTGS.
4. The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees.
5. The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the **School** 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, and any other applicable tax.
6. The Payment to the Contracting agency will be released within 05 days from the date of the receipt of the invoice.
7. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indent or / Client.
8. The Candidates / Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV. 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 School**. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a candidate on account of absence / unsuitability for KVS shall be made within 24 hours.
9. The Contracting Agency will be required to sign a contract with the **School** as per 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.
10. In case of any loss, theft/sabotage caused by / attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.

**Terms and condition of the Conservancy service**

1. The Agency shall provide man power for the entire conservancy services at Kendriya Vidyalaya ,AFS, Salua located at AFS, Salua, West Midnapore, West Bengal with effect from 01.10.2019.
2. The Agency would undertake to engage employ and provide the requisite number of trained personal for the purpose with necessary tools and also be reasonable for payment of their emoluments along with other liabilities( such as Bonus/ uniform/ medical insurance etc ) as per Rules and dues .
3. The remuneration shall be disbursed through NEFT at KV, AFS, Salua premises in the presence of representative of the **School or** its constituent/ directly towards the bank account of the employee through RTGS.
4. The Contracting Agency will ensure payment by the 5<sup>th</sup> of every succeeding month to their employees.
5. The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the **School** supported with the following documents:
  - iii) Details of disbursement made to the staff furnishing cheque details for each payment.
  - iv) Proof of payment of statutory obligation such as EPF, ESI, and any other applicable tax.
6. The Payment to the contracting agency Contracting agency will be released within 05 days from the date of the receipt of the invoice.
7. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indent or / Client.
8. The Candidates / Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV. 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 School**. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24hours. The replacement of a candidate on account of absence / unsuitability for KVS shall be made within 24 hours.
9. The Contracting Agency will be required to sign a contract with the **School** as per 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.
10. In case of any loss, theft/sabotage caused by / attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.
11. If additional person if required , the contracting agency will provide the man power. Payment for which will be borne by the School as per the quoted rate.

**Terms and condition of the Gardening service**

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3. The Agency shall provide man power for the entire Gardening services at Kendriya Vidyalaya ,AFS, Salua located at KV,AFS, Salua, West Midnapore, West Bengal with effect from 01.10.2019
  4. The Agency would undertake to engage employ and provide the requisite number of trained personal for the purpose with necessary tools and also be reasonable for payment of their emoluments along with other liabilities( such as Bonus/ uniform/ medical insurance etc ) as per Rules and dues .
  3. The remuneration shall be disbursed through NEFT at **K.V. AFS, Salua**\_premises in the presence of representative of the **School** or its constituent/ directly towards the bank account of the employee through RTGS.
  4. The Contracting Agency will ensure payment by the ..... of every succeeding month to their employees.
  5. The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the **School** 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, and any other applicable tax.
  6. The Payment to the contracting agency Contracting agency will be released within ..... days from the date of the receipt of the invoice.
  7. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indent or / Client.
  8. The Candidates / Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by **the School**. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a candidate on account of absence / unsuitability for KVS shall be made within 24 hours.
  9. The Contracting Agency will be required to sign a contract with the **School** as per 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.
  10. In case of any loss, theft/sabotage caused by / attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.
  11. If additional person if required , the contracting agency will provide the man power. Payment for which will be borne by the School as per the quoted rate.