

BY SPEED POST

केन्द्रीय विद्यालय संगठन (मुख्यालय)
18, संस्थागत क्षेत्र, शहीद जीत सिंह मार्ग,
नई दिल्ली-110016

Kendriya Vidyalaya Sangathan (HQ)
18, Institutional Area,
Shaheed Jeet Singh Marg,
New Delhi-110 016
TEL.NO.26858570 FAX 26514179



No.F.3-9/13-KVS(S&S)

Dated:6.2.14

1. People's Association for Total Help & Youth Applause(patheya)
RZH-15/9, Gurudwara Road,
Mahavir Enclave, Palam,
Dabri Road, New Delhi
2. M/s.Bhagwati International
D-9, 11nd Floor, Dasharathpuri,
New Delhi-110045
3. Miraz Detective & Security Services(P)Ltd.
82/1, Mini Market
Nanakpura, Near Motibagh Gurudwara
New Delhi-110021
4. Sulabh International Social Service Organisation
Sulabh House, 74, K-1 Extension, Mohan Garden
New Delhi-110059
5. Open for all interested firms.

Sub: Tender/Quotation for awarding the Contract for out-sourcing the services for cleaning/sweeping and filling of water in desert coolers in KVS(HQ).

Sir/Madam.

Sealed Tenders are invited for awarding contract for out-sourcing the services for cleaning/sweeping cleaning of water cooler filling of water in desert coolers in KVS(HQ). The tender form/document can be obtained from S&S Section KVS(HQ) at the above mentioned address on all working days against non-refundable payment of Rs.500/- (Rupees Five Hundred Only) through Demand Draft/Pay Order to be drawn in favour of "Kendriya Vidyalaya Sangathan(HQ)" payable at New Delhi.

The Sealed Tender Forms duly filled in should be sent to S&S Section Room No.213 by 1.00 pm on 20.2.14 The tender will be opened at 3.00 pm at KVS(HQ) in the presence of bidders on 20.2.14

Yours faithfully,


(B.C.D.KUMAR)
ASSISTANT COMMISSIONER(S&S)

Copy to: The Asstt.Commissioner(EDP)alongwith a copy of tender document for uploading on the KVS website.



केन्द्रीय विद्यालय संगठन

केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan

Kendriya Vidyalaya Sangathan (HQ)
18, Institutional Area, Shaheed Jeet Singh Marg,
New Dehi-110 016
TEL.NO.26858570 FAX 26514179

TENDER DOCUMENT

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

Sir/Madam,

The Kendriya Vidyalaya Sangathan, is an Autonomous Organization under the Ministry of Human Resource Development Govt.of India funded by the Govt.

2. Sealed competitive Bids are invited by the Kendriya Vidyalaya Sangathan (HQ) from the reputed/registered Consultant/Service Provider Firm for providing Manpower including material through service contract initially for a period of 02 (Two) year w.e.f. 01-04-14 which may be extended by another one year, as indicated below:-

A. Area of the Building 5734.57 Sq. Mtr. having approximately 80 rooms and 40 toilets, meeting room, auditorium, canteen, corridors, stairs and open areas as well as enclosed surrounding areas on the ground floor. Parties are advised to see the location.

Address/Location of the Building Kendriya Vidyalaya Sangathan
18, Institutional Area,
Shaheed Jeet Singh Marg,
New Delhi-110 016

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B. Man power required:-

The following manpower (for six days in a week from Monday to Saturday during the whole month) be deployed in such a way that the workers may be available up to 5.30 pm.

S.No.	Category of Manpower	Minimum qualifications or/and experience	Number of workers required
1.	Supervisor for cleanliness	Middle standard	01(one)
2.	Workers for cleanliness (Gents)	Primary Standard	07(Seven)
3.	Worker for Cleanliness-Lady	Primary Standard	01(one)
3.	Waterman- Gent	Primary Standard	01(One)

Total one Supervisor and Nine workers for cleanliness/ cleaning of water cooler and cleaning/filling of water in desert coolers etc..

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

Sl. No.	Category of Manpower	Responsibilities
1.	Supervisor for cleanliness	To supervise the workers deployed for cleanliness/ cleaning of water cooler /desert cooler and filling of water in desert coolers and to look after overall cleanliness in the office of KVS(HQ)
2.	Workers for cleanliness	To clean the office wherever he/she is deputed
3.	Worker for waterman	To fill the water in desert coolers and to clean the desert coolers /water cooler etc. and any other work assigned by the Supervisor for cleaning/dusting etc.

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 :-

The concerned Agency has to clearly mention the details of cleaning material quantity of material and the cost of

material per month clearly in the Annexure 'A' Column No.7 . Failure to mention the above particulars will lead to rejection of the tender.

D. Work will have to be got done in the following way:-

- i) Sweeping of entire area of the building and surroundings of building and collection of all waste material and disposal of the same as per instructions of the KVS.
- ii) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the office and thereafter every 2 hours 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.
- iii) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon.
- iv) Cleaning of carpets of the officers' room with vacuum cleaner to be provided by the Contractor.
- v) Sweeping and cleaning of open areas, roads, passage, lawns, auditoriums/meeting halls/canteen etc. within the boundary of the Sangathan's wall surroundings to this building.
- vi) Regular dusting/cleaning of office furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows including removal of cobwebs everyday before opening of the office i.e. 9.00 A.M.
- vii) Provisions of soap and liquid soap of good quality in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals. The Contracting Agency will ensure that the toiletries mentioned above are always available near each washbasin in the building.
- viii) List of items/cleaning material required is attached vide Annexure-B.
- ix) The choking of the sanitary installations e.g. w.c's Traps, Bottle traps, gully traps etc. is to be cleared within 24 hours of noticing the complaint.
- x) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.
- xi) Filling of water in all desert coolers/cleaning of water cooler irrespective of the quantity..
- xii) Putting of Kerosene Oil in Desert coolers on each Friday/last working day of the week during the Summer season when coolers are in operation and also cleaning of water tank of desert coolers

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with dusters every week throughout the year in order to make them dry when they are not in use.

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

- i) Washing and Scrubbing of floor areas with detergents and dirt removing agent.
- ii) Acid cleaning of sanitary wares, without damaging their shines.
- iii) Removing stains from floors, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- iv) Cleaning of filled surfaces in the corridors and staircases.
- v) Cleaning of water storage tanks, water coolers, desert coolers.
- vi) Polishing of name plates and number plates with brasso (on each floor)
and cleaning of all other name plates/Boards.
- 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 firm has to quote the service charges, cost of uniform per month in Column No.8 of Annexure 'A'. As the staff are entitled for bonus as per the payment of bonus Act, the proportionate share of bonus per month also should be mentioned in the Col.No.8 of Annexure 'A'. Failure to furnish the above information will be treated as incomplete bid.

- (b) The service tax and any other such tax liable to be paid by the client 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.

- (b) The Bidder shall deposit **Rs.40,000/-** in the form of DD drawn

in favour of Kendriya Vidyalaya Sangathan(HQ), payable at New Delhi as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

(c) The selected firm has to furnish performance security in the form of DD for an amount of Rs.50,000/- (Rupees Fifty Thousand only) .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.

(d) 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 KVS(HQ)'s premises in the presence of representative of the KVS(HQ) or its constituent.

b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees deployed to the KVS(HQ)'s office/premises as per the monthly remuneration quoted .

c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees deployed to the KVS(HQ)'s office/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, 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.

(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 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 office hours of KVS(HQ) is from 9.00 am to 5.30 pm five days from Monday to Friday. However, the Contracting Agency will deploy their workers and provide the services of cleanliness/ cleaning of water cooler and filling of water in desert coolers for six days in a week from Monday to Saturday according to the duty timing shown at pre-pages/above. KVS also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.
- (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 A₁ = $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KVS. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by KVS(HQ). In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for KVS shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the KVS(HQ) as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.

- (j) 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.
- (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 and sufficient SC/ST workers who are below the age of 50 years as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aids or any other infectious disease before deployment for work.
- (m) The KVS(HQ) shall provide a small room/space for the workers/staff deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.
- (n) The Contracting Agency shall provide to their personnel deployed for cleanliness and for filling of water in desert coolers 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:

Eligibility of Bidders

- (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 minimum experience of 3 years in cleaning/sweeping with annual turnover of Rs.25 lacs during last three years..
 - (b) The Agency should possess valid ISO 9001 certification for cleaning/sweeping(conservancy)/housekeeping, a copy of proof is required to be produced.
 - (c) Audited Balance Sheet & Profit and Loss Account for last 3 years.
 - (d) PAN No. and Current IT clearance certificate.

- (e) Proof of registration with the Labour Dept.of NCT
- (f) Attested copy of proof of valid EPF registration.
- (g) Attested copy of proof of valid ESI registration.
- (h) Attested copy of proof of valid Service Tax

Registration.

- (i) The Bidder shall deposit **Rs.40,000/-** in the form of DD drawn in favour of Kendriya Vidyalaya Sangathan(HQ), payable at New Delhi 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, Clerical and Non-technical supervisory staff, in the Govt. of NCT of Delhi shall render the Bid disqualified for evaluation.
- (iii) Adequate amount if not quoted towards service charges/charges of uniforms/bonus, overhead-profit, etc. may render he Bid disqualified for evaluation.
- (iv) Adequate amount if not quoted towards the cost of material (for sufficient quantity and quality of material to be used for a whole month for keeping the office neat and clean and in hygienic condition) may also render the Bid disqualified for evaluation.
- (v) 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:

- (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 Indentor 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 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.
- (d) 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 cleaning/sweeping , cleaning of water cooler and filling of water in desert coolers and to clean the desert/water coolers etc. in KVS(HQ) . The duly completed bid along with enclosure can be submitted till **1.00 pm** of **20.2.14** in Tender Box kept in the Room No.213 of KVS(HQ) . The tenders will be opened at 3.00 PM at KVS(HQ) in the presence of bidders on last date of submission of tenders i.e. **20.2.14**. An earnest money of **Rs.40,000/-** (Rupees Forty Thousand only) is to be deposited along with tender document.

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 Sangathan**

ANNEXTURE 'A'

FORMAT OF BID

Category of Manpower	Number	Unit monthly remuneration	Amount (Rs.)	Remarks
Supervisor (Semi skilled)	One	_____	_____	
Workers (Un-Skilled)	Nine	_____	_____	
		Total	_____	
EPF rate as per rule			_____	
ESI rate as per rule			_____	
Cost of Material			_____	
Service Charges/charges of uniforms/bonus etc. including overhead profit			_____	
		Total	_____	
		ST if any	_____	
		G.Total	_____	

NOTE:

1. Service Tax shall be quoted separately.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.
3. (Please enclose the list of employee-wise name, EPF No. & ESI No. etc.)

We agree to provide the above service of manpower including material and to abide by the terms and conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed.

Bid Security of

Rs. _____ (Rupees _____)

Is furnished herewith vide Bank Draft No. _____ dated _____ drawn

on _____.

(Bidder)

Signature: _____

Name: _____

HOUSEKEEPING SERVICES

1. NAME OF COMPANY: _____
Whether Govt/Semi Govt/Private: _____
2. ADDRESS: _____
3. CONTACT PERSON'S:
NAME: _____
- TEL. LANDLINE _____ MOBILE _____
Email ID _____
4. PAN NO _____
(Please enclose attested photocopy and attach copy of IT clearance certificate)
5. SERVICE TAX No. _____
(Please enclose attested photocopy)
6. EPF REGISTRATION No. _____

(Please enclose attested photocopy)
7. ESI REGISTRATION No. _____
(Please enclose attested photocopy)
8. ANNUAL TURNOVER FOR THE LAST 3 YEARS (please enclose copy of documents)

2011 _____

2012 _____

2013 _____
9. Please enclose photocopies of attested balance sheet and P&L A/c.
10. Experience of work during the last three years along with cost of assignment (please enclose copy of documents).

SIGNATURE OF TENDERER

LIST OF ITEMS/CLEANLINESS MATERIAL

REQUIRE

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. Toilet Paper Towel
42. Toilet Rolls
43. Liquid Hand Wash
44. Any other items required for cleanliness/sweeping and cleaning of water cooler/filling of water in desert coolers etc.

—/—

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;

- (i) Square Bracket [] : these brackets indicate
- (a) [xxxxxxxx] : the following; replace the instruction
- (b) [xx/yy/zz] : filling in relevant text; 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 the work to be carried out by the CONTRACTING AGENCY the shall pay to CONTRACTING AGENCY as follows after deducing 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/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.

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- 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

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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)
Address)

1.

2.

Witness (Name and

1.

2.