

6	Sub Staff (Office & Library) Un-Skilled	Under Matric	01 (One)	06 days in a week from Monday to Saturday during the whole month from 07.00 a.m. to 03.30 p.m.
7	Gardner	unskilled	01(One)	06 days in a week from Monday to Saturday during the whole month from 07.00 a.m. to 03.30 p.m.

Total 03 Security Guards, 02 Gent workers for House Keeping Services / Cleanliness & 01 Lady Workers for House Keeping Services / Cleanliness, 01 Sub Staff and 01 Gardner.

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	Security Guards	Annexure-1
2	Workers for Cleanliness / Housekeeping services.	1) To clean the office & vidyalaya campus surrounding wherever he / she is deputed and any other work assigned by the vidyalaya authority for cleaning / dusting etc. 2) 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 authority. 3) Cleaning of the floor area with wet dusters and detergent disinfectants etc. once in the morning, before opening of the office and thereafter every 2 hours specially in the areas like corridors, stairs and entrance etc. are to be made daily and whenever necessary for keeping the rooms free from mosquitoes, flies, termite / pests / rats etc. 4) Sweeping and cleaning of open areas, roads, passage of the vidyalaya. 5) Regular dusting / cleaning of office / class room furniture (table & chairs etc.) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows including removal of cobwebs every day. Annexure-2
3	Gardener / Mali	Annexure-3
4	Sub Staff (Office)	Annexure-4
5	Sub Staff (Library)	Annexure-5

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. 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 GST 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.

d) **The Bidder shall deposit Rs. 10,000/- (Rupees Ten Thousand only) in the form of DD drawn in favour of "KV OFBL VIKASHNIDHI FUND " A/c No. 10793975898 " payable at Badmal 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 DD for an amount of **Rs.100000/- (Rupees One Lakh 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.

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 & Conditions :

a) The remuneration to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff through Cheque / RTGS / NEFT after obtaining authorization from the engaged staff. The contracting agency has to submit the copy of bank advice for record.

b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees deployed to the Kendriya Vidyalaya No.1 Bolangir's office as per the monthly remuneration quoted.

c) The Contracting Agency will submit the invoice / bill along with proof of disbursement in triplicate after making payment to the employees deployed to the Kendriya Vidyalaya No.1 Bolangir's office supported with the following documents :-

(i) Details of disbursement made to the staff furnishing Cheque details / bank details / RTGS / NEFT details for each payment.

(ii) Copy of Electronic Challan Receipt (ECR) as a e-Challan for KV NO - 1, Bolangir regarding proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.

(iii) Payment to the Contracting Agency will be released within 15 days from the date of the receipt of the invoice / bill from the due date of receipt of the invoice / bill on fulfillment of required documentation.

d) The Contracting Agency will provide Identity Cards with mention of EPF / UAN and ESI numbers, 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) It is mandatory for the Contracting Agency to submit the attested copy of license obtained from the Home Department, Govt. of Odisha for running the business of Private Security Agencies operating in the Odisha, failing which the bid will be treated as disqualified / non-responsive.

g) The normal office hours of Kendriya Vidyalaya _____ is from 07.00 a.m. to 03.30 p.m. six days from Monday to 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 pre-pages / above. KV NO - 1, Bolangir 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 the absence on any working day, the monthly remuneration will be regulated as per the following formula:-

$$\text{Total Monthly Remuneration} = \text{Monthly remuneration} - A_1$$

Where $A_1 = \text{Monthly remuneration} \times \text{No. of days of absence}$

No. of days in the month

i) The candidates / manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV NO - 1, Bolangir. 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 Kendriya Vidyalaya No.1 Bolangir. 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 Kendriya Vidyalaya No.1 Bolangir shall be made within 24 hours.

j) The Contracting Agency will be required to sign a contract with the Kendriya Vidyalaya No.1 Bolangir 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 / attributable to the personnel deployed, the Kendriya Vidyalaya No.1 Bolangir 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 and submitted to K.V. No.1, Bolangir before deployment for work.

m) The Contracting Agency will deploy the trained / professional security Guards and other conservancy and Sub Staffs 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 of work.

n) The Kendriya Vidyalaya No.1 Bolangir shall provide a small room / space for the 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 personnel deployed for security Guard / for cleanliness, with impressive Summer Uniform as well as Winter Uniform with insignia.

p) The Contracting Agency will get allotted with activated UAN (Universal Account Number) for all the members / staff duly linked with their mobile number so as to received SMS by them about EPF credits every month. Also ensure to get e-passbooks from EPFO website.

7. Evaluation of Bid :

Tender must be submitted in 02 envelopes i.e. Technical Bid & Financial Bid. First the technical bill will be opened and the parties qualified in the technical bid will be considered for evaluation of Financial 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) Attested copy of license obtained from the Home Department, Govt. of Odisha for running the business of Private Security Agencies operating in the Odisha.
 - (b) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
 - (c) The Agency should possess valid ISO 9001 certification for security, Cleaning/sweeping(Conservancy)/housekeeping & Sub Staff (Office), a copy of proof is required to be produced.
 - (d) Audited Balance Sheet & Profit & Loss Account..
 - (e) List of clientele during last 3 years along with cost of assignment.
 - (f) PAN No. and current IT Clearance Certificate.
 - (g) Proof of registration with the Labour Deptt of Central Govt. / State Govt.
 - (h) Attested copy of proof of EPF registration.
 - (i) Attested copy of valid ESI registration.

- (j) Attested copy of GST Registration.
- (k) The Bidder shall deposit Rs. 10,000/- in the form of DD drawn in favour of **KV OFBL VIKASHNIDHI FUND " A/c No. 10793975898 "** payable at **Badmal** 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 / Sub Staff , in the Govt. of India Ministry of Labour & Employment, New Delhi shall render the Bid disqualification for evaluation.
- (iii) Adequate amount (not percentage) if not quoted towards service charges / charges of uniforms / bonus, overhead-profit etc. may render the Bid disqualification for evaluation.
- (iv) 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 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.

c) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.

9. Last date and time of receipt of Bids :

You are requested to submit the Sealed Bids superscribed on the envelope as "Bids for Providing Security Services, Conservancy Services & Sub Staff in Kendriya Vidyalaya No.1 Bolangir" on or before 20.06.2020 by 04.00 p.m.. The tenders will be opened at 10.00 a.m. on 26.06.2020 at Kendriya Vidyalaya No.1 Bolangir before a duly constituted committee and in the presence of present bidders, if attend the opening of bids. 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 Rs.10,000/- (Rupees Ten Thousand only) is to be deposited along with tender document.

The Indenter looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in the Kendriya Vidyalaya No.1 Bolangir.

Yours faithfully,

S K Behera)
PRINCIPAL
KV No.1 Bolangir

(To be submitted along with the Technical Bid)

S.N	Name of the Document	Submitted (Yes/ No)	Page No/(s)	Remarks
1	Application / Brief profile – Technical Bid			
2	Self attested copy of licence obtained from the Home Department, Govt. of Odisha for running the Business of Private Security Agencies operating in the Govt. of Odisha			
3	ISO 9001 certification for providing service (Security/Conservancy / Sub Staff) if any			
4	Self attested Audited Balance Sheet & Profit & Loss Account.			
5	List of clientele during last 3 years along with cost of assignment.			
6	Copy of PAN No.			
7	IT Return of last year			
8	Proof of Registration with Labour Department of Central Govt. / State Govt.			
9	Self attested copy of proof of EPF registration.			
10	Self attested copy of valid ESI registration. Attested copy of proof of valid Service Tax Registration.			
11	Self attested copy of valid Labour Licence			
12	Self attested copy of GST Registration			
13	Undertaking to the effect that the agency has not been blacklisted by the Govt. or other Organization.			
14	Self attested copy of Registration certificate of the agency.			

DATE :

SIGNATURE OF TENDERER

Name :

Seal :

PROFILE OF BIDDER / TECHNICAL BID

1.	Name of the Company	:	
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2	Whether Govt. / Semi Govt. / Private	:	
3	Proprietor / Partnership	:	
4	Address	:	
5	Providing manpower in respect of	:	
	(a) Security Services (Yes / No)	:	
	(b) Conservancy / Housekeeping Services (Yes / No)	:	
	(c) Sub Staff (Office) Skilled Yes / No	:	
6	Contact Person's Name	:	
7	Contact Details	:	
	(1) Telephone (Landline with STD)	:	
	(2) Mobile No.	:	
	(3) E-mail Id	:	
8	PAN No. (Please enclose attested photopy and attach copy of IT clearance certificate)	:	
9	GST No. (please enclose attested photocopy)	:	
10	EPF Registration No. (Please enclose attested photocopy)	:	
11	ESI Registration No. (Please enclose attested photocopy)	:	
12	Details of Bank	:	
	Name of Bank	:	
	Name of Branch	:	
	Account No.	:	
	IFSC Code No.	:	
13	Annual Turnover for the last 3 years (Please enclose copy of documents)		
	2016-17	:	
	2017-18	:	
	2018-19	:	
14	Please enclose photocopies of attested Balance Sheet and Profit & Loss Account.	:	
15	Experience of work during the last three years along with cost of assignment (Please enclose copy of documents)	:	
16	Details of Tender Cost of Rs.500/-	:	MR /Ch./DD No _____ dt. _____
17	Details of EMD of Rs.10,000/-	:	DD No. _____ dt. _____

This is to certify that, I/we have carefully gone through all the above contents of the tender documents, thereby fully understood the terms and conditions therein and undertake myself / ourselves to abide by the same.

DATE :

SIGNATURE OF TENDERER

Name :

Seal :

FINANCIAL BID
(To be submitted in separate envelope)

ANNEXURE-A

GOVT. OF INDIA MINISTRY OF LABOUR & EMPLOYMENT, OFFICE OF THE CHIEF LABOUR COMMISSIONER,
NEW DELHI

Sl. No.	Category of Manpower	Number	Rate per month	Total Amount per Month (3 X 4)	EPF	ESI	Service Charges including uniform, Bonus & overhead profit etc. (In amount & not in %)	Total (5+6+7+8)	GST, if any	Grand Total (9+10)
1	2	3	4	5	6	7	8	9	10	11
1	Security Guard (Without Arms)	03								
2	Conservancy / Housekeeping / Cleanliness	02								
3	Sub Staff (Office/ Library)	01								
4	Gardner	01								
	TOTAL	07								

Note :

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

We agree to provide the above service of manpower 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 : _____

Seal of the Bidder.

Date : _____

ANNEXURE – 1

TERMS AND CONDITIONS FOR SECURITY SERVICES

1. Name of the K.V. : No.1, Bolangir

2. Address/Location of the Building : At/P.O: Ordnance factory Badmal -PIN-767070, Dist: Bolangir(Odisha)
- . Area of the Building/other details : 15.00 Acres of land and building in the school campus.
4. No of days during the month : All the days including holidays and round the clock.

SCOPE OF WORK

Providing round the clock Security services.

Terms and conditions to be executed between the Agency and Kendriya Vidyalaya for providing Security Services.

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/premises located at K.V. No.1, Badmal Bolangir with effect from _____ to _____.
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-servicemen are not available other can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/premises is of the agency and the Vidyalaya will not be liable in pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or dial with any person introduced by the Agency for a period of one year from the date of termination of the contract.
6. The relationship fee for providing security services will be as per the rules prescribed by the Director General Resettlement/Distt. Soldier Board or any other body of Ex-servicemen, recognized for the purpose by the State Govt. as the case may be.
7. That the tenure of the service agreement shall be initially for a period with effect from _____ to _____ (one year) and thereafter it shall continue till either side attends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
8. That the Vidyalaya on its part shall not be liable to pay any changes, dues compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be responsibility of the Agency only who shall be the employer of such personnel.
9. Any dispute arising out of or in relation in this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya No.1 Bolangir as per the Indian Arbitration Act. The seat of the Arbitration shall be at Bhubaneswar and the proceedings shall be governed by the Indian Arbitration Act 1940.

TERMS AND CONDITIONS FOR CLEANING / SWEEPING / HOUSEKEEPING JOBS

1. Name of the K.V. : No.1, Bolangir
2. Address/Location of the Building : At/P.O: Ordnance factory Badmal -PIN-767070, Dist: Bolangir(Odisha)
3. Area of the Building/other details : 15.00 Acres of land and building in the school campus.
4. No of days during the month : All the days except Sundays.

SCOPE OF WORK

A. Daily Work (from 06.00 a.m. to 03.30 p.m..

- (1) Sweeping of entire area of school building and surrounding of building and collection of all waste material and disposal of the same as per the instructions of Principal.
- (2) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening of the Kendriya Vidyalaya and thereafter every 2 hours specially in the areas like corridors, stairs and entrance etc. Spray of hit etc. in the rooms for keeping the rooms free from mosquitoes, flies etc.
- (3) Cleaning and washing of toilets and urinals using deodarants, detergent and disinfectants once in the morning and again in the afternoon or as may be specified by the Principal.
- (4) Cleaning of Carpets, durries, footmats etc.
- (5) In case of shortage of water or non-availability of water, bringing of water from outside for cleaning.
- (6) Sweeping and cleaning of open areas, roads, passage, lawns etc. within the boundary of the Kendriya Vidyalaya.
- (7) Regular dusting / cleaning of furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows in class-rooms, all other rooms and other spaces of the school everyday before opening of the school.
- (8) Provision of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/ cakes and Odonil cakes in the urinals. The contractor will ensure that the toilets mentioned above are always available near each washbasin in the building.
- (9) The chocking of the sanitary installations e.g. Traps, Bottle Traps, gully traps etc. is to be cleaned within 24 hours of noticing the complaint.
- (10) All complaints of leakage in the GI & CI pipes etc. are also to be attended within 24 hours.

B. Items of work to be done generally once in a week.

- (1) Washing and scrubbing of floor areas with detergents and dirt removing agent.
- (2) Acid cleaning of sanitary wades, without damaging their shines.
- (3) Removing stains from floor, doors and partitions by using surf or any gents as are found necessary without leaving any undesirable post cleaning marks.
- (4) Cleaning of filled surfaces in the corridors and staircases.
- (5) Cleaning of water storage tanks and water coolers, if any.
- (6) Polishing of brass name plates and number plates and other name plates/ Boards.
- (7) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical / agents and cleaning of partition paneling etc.
- (8) Removal of cobwebs in all rooms and other spaces of the school.

C. Requirements from the Staff of the Agency : their duties : Behaviour etc.

- (1) The contractor shall comply with all the laws and regulations applicable in the matter of such workers as are engaged by it.
- (2) The contractor's staff shall not disturb the employees of the Kendriya Vidyalaya or make any sort of noise in the school premises.

- (3) The contractor's workers shall be polite, courteous, well behaved and honest.
- (4) The contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its workers.
- (5) The antecedents of all the workers will be got verified from the police by the agency before deployment for work.
- (6) The contractor's workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
- (7) All the workers of the contractor shall be free from infectious diseases.

1. Name of the K.V. : No.1, Bolangir
2. Address/Location of the Building : At/P.O: Ordnance factory Badmal -PIN-767070, Dist: Bolangir(Odisha)
3. No of days during the month : All the days except Sundays, Second Saturdays & holidays.

SCOPE OF WORK

Maintenance and upkeep of gardens, play-fields and compound of the Vidyalaya.

Terms & Conditions :-

1. That the agency shall provide Gardening arrangements for Kendriya Vidyalaya premises located at _____ with effect from _____.
2. That the agency would engage, employ and provide _____ no. of gardeners for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
3. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it.
4. That the agency shall provide complete continuous gardening measures throughout the year to the Vidyalaya by changing the personnel in rotation or replacement if necessary.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the contract.
6. That the tenure of the service agreement shall be initially for a period of one year with effect from _____ and thereafter it shall continue till either side intends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
7. That the Vidyalaya on its part shall not be liable to pay any changes, dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employee of such personnel.
8. Any dispute arising out of or in relation to the agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of Kendriya Vidyalaya _____ as per the Indian Arbitration Act. The seat of the arbitration shall be at _____ and the proceedings shall be governed by the Indian Arbitration Act,1940.

ANNEXURE – 4

TERMS AND CONDITIONS FOR SUB STAFF (OFFICE)

1. Name of the K.V. : No.1, Bolangir
2. Address/Location of the Building : At/P.O: Ordnance factory Badmal -PIN-767070, Dist: Bolangir(Odisha)
3. No of days during the month : All the days except Sundays, Second Saturdays & holidays.

SCOPE OF WORK

A. Daily Work (from 07.00 a.m. to 03.30 p.m..

- (1) Maintenance and upkeep of Principal Office / Office and other department (Other than class rooms.)
- (2) To attend the call bell of the Principal / Office.
- (3) To ring the bell of the Vidyalaya at the prescribed times.
- (4) To circulate the orders / letters amongst the staff.
- (5) To attend the telephone calls / operating of Xerox machine and to handle fire fighting equipments.
- (6) To assist in maintaining file / records / retrieval documents.
- (7) To handle bank operations i.e. deposit of Cheque / DD / IT / PT etc. (except cash transactions).
- (8) To assist in maintaining Diary / Despatch of letter.
- (9) To attend Post Office work.
- (10) Filing of letters and documents and arrangement of maintaining files in proper order for easy retrieval.
- (10)Any other work assigned by the Principal / ASO / SSA / JSA from time to time.

1. Name of the K.V. : No.1, Bolangir
2. Address/Location of the Building : At/P.O: Ordnance factory Badmal -PIN-767070, Dist: Bolangir(Odisha)
3. No of days during the month : All the days except Sundays, Second Saturdays & holidays.

SCOPE OF WORK

A. Daily Work (from 07.00 a.m. to 03.30 p.m..

1. Dusting of books, periodicals (both loose and bound volumes), documents in other media, shelves, chairs, tables etc.
2. Shelving and display of books, newspapers, periodicals (both loose and bound volumes) and new arrivals, documents in other media, if any.
3. Assist in opening and closing of the Library.
4. Assisting users in searching of books, periodicals (both loose and bound volumes) and documents in other media and finding / tracing of misplaced books and periodicals (both loose and bound volumes).
5. Shelf rectification : Putting, rectifying and shifting of books, periodicals (both loose and bound volumes) and documents in other media, prepare the signage according to classification scheme followed by the library.
6. Arrangement of chairs, tables in respective units, sections and in the reading halls.
7. Physical preparation of books, bound of periodicals, newspapers and documents in other media: depending on the requirements stamping, opening of the packets, pasting, book label, book pocket, book tag, due date slip and writing on the spine tags, if any.
8. Shifting of books and periodicals and documents in other media from respective sections to the stacks and other places.
9. Searching out damaged books and periodicals, mending them and preparing them for binding.
10. Pasting of bar code labels and magnetic strips on books, periodicals etc.
11. All other such jobs as may be assigned from time to time by the Librarian and Principal.

MODEL AGREEMENT FOR SERVICE CONTRACT

AGREEMENT FOR SERVICE CONTRACT

SECURITY, CONSERVANCY & SUB-STAFF SERVICES

1.1.1. 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 the **Principal, Kendriya Vidyalaya No1, Bolangir** located at **ordnance Factory premises, Bolangir** (herein after called 1st part which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 M/s _____ (NAME OF THE CONTRACTING AGENCY) (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.

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 CONTRACTING AGENCY by a suitable abbreviated name/acronym.

12. PREMBLE

1.2.1 WHERE THE CONTRACTING AGENCY IS (engaged in / carrying out) services (define the present business / objective / activity of the CONTRACTING AGENCY) Security Agency and is desirous of providing service to Kendriya Vidyalaya No.1, Bolangir (on/in/for) (name of area of service contract building in the Vidyalaya campus.

1.2.2 WHEREAS The Principal at its Kendriya Vidyalaya No.1 Bolangir (NAME OF THE OFFICE) (hereinafter called the INDENTING OFFICE) IS SEEKING SERVICE ON CONTRACT FOR Security services, Conservancy & Sub Staff Services (name of the area of service of contract) as detailed in the Appendix-1 to 3 to the agreement (hereinafter called the WORKS)

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 obligation 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 No.1 Bolangir** shall pay to CONTRACTING AGENCY as follows after deducting income Tax at source on the total amount.

(i) Rs. _____ (Rupees _____) only on _____[DATE] OF every month for the service to be rendered by 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 there of shall be as per Appendix-1 to 3 to the Agreement.

1.5.3 There will be a Screening Committee for evaluation of the progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will (fix/identify) the work to be done by the CONTRACTING AGENCY targets/milestones and criteria for completion of the work. It shall also review the progress of the WORK at midterm of the 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 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 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 3 to the Agreement by providing manpower in the premises of the INDENCING OFFICE.

- 1.6.2 The 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 worker 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 provide by it.
- 1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance of 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 in 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 in 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 in 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 from _____ to _____ and thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employee / representatives / associates to maintain strict confidentiality and prevent disclose 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 of 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 **12 Twelve months** from the said date.
- 2.2.2 The Agreement shall be deemed to expire on completion of the period, as provided in Para 1.9.1 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 **one 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 provision 2.2.3 the right 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 the INDENTING OFFICER.

2.2.5 In the event of termination of agreement, the CONTRACTING AGENCY shall be liable to refund d 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 INDENCTING 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 Bhubaneswar (name of the city)

2.4 AMMENDAMENTS OF THE AGREEMENT

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 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 Chairman, VMC, K.V. No.1, Bolangir. The decision of the Chairman, VMC. K.V. No.1, Bolangir 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 KV,
No.1, Bolangir
INDENTING OFFICE

Signature

Name :

Designation :

Date

Seal

Witness(Name & Address)

1.

2.

Parties

For and on behalf of CONTRACTING
AGENCY

Signature

Name : M/s

Name :

Designation :

Date

Seal

Witness (Name & Address)

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