

केन्द्रीय विद्यालय क्र.4 ओ.एन.जी.सी वड़ोदरा

ओ.एन.जी.सी कैम्पस, मकरपुरा रोड, वड़ोदरा - 390009

TENDER DOCUMENT FOR
“Outsourcing of **Security Services**”

FOR USE IN
O/o Kendriya Vidyalaya No.4, O.N.G.C. Vadodara

F. No: BOX TENDER/2019/KV4ONGCBRD/1 Dated: 24.12.2019

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केन्द्रीय विद्यालय क्र.4 ओ.एन.जी.सी वड़ोदरा

ओ.एन.जी.सी कैम्पस, मकरपुरा रोड, वड़ोदरा - 390009

PART-I
SALE DETAILS

TECHNICAL BID DOCUMENT

FOR

“Outsourcing of Security Services”

FOR USE IN

0/0 केन्द्रीय विद्यालया क्र.4 ओ.एन.जी.सी वड़ोदरा

F. No:BOX TENDER/2019/KV4ONGCBRD/1

Dated:24.12.2019

ISSUED TO:

M/s

..... Received Rs. 100/- (One Hundred Rupees Only) including service Tax towards the cost of Tender Document for Security service, as per the details are given below:

Demand Draft No..... Dated:.....

Name of the bank:

Branch:

SECTION-I**केन्द्रीय विद्यालय क्र.4 ओ.एन.जी.सी वड़ोदरा****ओ.एन.जी.सी कैम्पस, मकरपुरा रोड, वड़ोदरा - 390009****F. No: BOX TENDER/2019/KV4ONGCBRD/1****Dated:24.12.2019****NOTICE INVITING TENDER**

Sealed Tenders are invited for Security Service work by deploying adequate manpower at Kendriya Vidyalaya No.4 ONGC Vadodara – is an Education Institute imparting education to the children of transferable Central Government Employees and others. The tenders will be opened at 12:30 Hrs on **08.01.2020**.

1. The tender should be in the prescribed form downloaded from the website of KV No. 4, ONGC Vadodara (<https://no4baroda.kvs.ac.in>) from **24.12.2019 to 07.01.2020**.

The Cost of Tender Documents of **Rs. 100/-** should be enclosed in the Technical Bid in the form of a Demand Draft in favor of **Kendriya Vidyalaya ONGC Baroda, VVN A/C** Payable at Vadodara from any Nationalised Bank. The amount paid for the Cost of Tender Documents will be non-refundable.

2. The Tender Form is not transferable. Each page of the Tender Form should be signed by the bidder.
3. The Sealed competitive tenders are invited by the undersigned from reputed/registered Security Service Providers by deploying efficient manpower under a Service Contract for 01 Year period which maybe extended for next another 01 Year.
4. The bidder must submit the tender along with necessary documents before **07.01.2020 02:00 PM** at the Office of Kendriya Vidyalaya No.4, Vadodara, Gujarat 390009. The Vidyalaya (KV or KVS) shall not be responsible for any postal delay. The Vidyalaya reserves the right to accept/reject any Bid in case of postal delay.

-sd-

(Principal)

Kendriya Vidyalaya No.4 ONGC,
Vadodara ,Gujarat 390009
[Tel: 0265-2641389](tel:0265-2641389) / 2603952

SECTION-II**BIDFORM****F. No:BOX TENDER/2019/KV4ONGCBRD/1****Dated:24.12.2019**

To,
The Principal
Kendriya Vidyalaya No.4 ONGC,
Vadodara ,Gujarat 390009

Dear Sir,

1. Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing Security Service to K.V No.4 ONGC Vadodara in conformity with the schedule of works, conditions of the contract attached herewith and made part of this Bid.
2. We undertake if our Bid is accepted, we will execute the work/ services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will deposit the sum of Rs.1,50,000 (One Lac Fifty Thousand) as the Performance Security as described in the tender details.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We have enclosed herewith necessary documents along with(1) DD for a sum of **Rs.100/- (One Hundred Rupees)** towards the non-refundable cost of Tender Document (2) DD (Valid for 90 days) for the sum of Rs.10000/- (Ten Thousand Rupees) as EMD (Bid security).

DD Particulars

Sr. No	DD No. & Date	Amount	Name of the Bank	Branch

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

SECTION-III
Bidders Profile & Certificates

Photograph of the
Authorized signatory

1.	Name of Tendering Company/ Firm / Agency	
2.	Type of firm i.e Proprietorship /Partnership or Company registered under company act 1956 (Attach a certificate of registration)	
3.	Name, Residential Address and Contact No. of Proprietor/Partners/Directors (Separate Sheet can be attached)	
4.	Full Address of Reg. Office Telephone No. FAX No. E-Mail	
5.	Full Address of Operating/Branch Office Telephone No. FAX No. E-Mail	
6.	PAN / GIR/TAN No (Attach Self Attested copy)	
7.	GST Registration No. (Attach Self Attested copy)	
8.	E.P.F. Registration No. (Attach Self Attested copy)	
9.	E.S.I. Registration No (Attach Self Attested copy)	
10.	PSARA No. (Attach Self Attested copy)	

11. For additional information, if any, Attach a separate sheet if required)

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

CERTIFICATE - A

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the Bidder- Proprietor/Partners/Directors/Key-Person/s)

I/We S/O Sh.....

..... R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in **Kendriya Vidyalaya No.4, ONGC Vadodara** as per detail is given below. In the case at any stage, it is found that the information given by me is false/incorrect, KVS shall have the absolute right to terminate the contract or take any action as deemed fit, without any prior intimation to me.

Signature of the Tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law) brother(s) and brother's wife, sister(s), sister's husband (brother-in-law)

In the case of a proprietorship firm, the certificate will be given by the proprietor, and in case of a partnership firm, a certificate will be given by all the partners and in case of a Limited Company, by all the Directors of the company or company secretary on behalf of all directors).

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

CERTIFICATE - B**(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)**

"I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website" <https://no4baroda.kvs.ac.in> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a **DD for Rs. 100 (Rupees One Hundred)** towards the cost of the tender document along with the EMD.

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

CERTIFICATE- C**DECLARATION FOR NON-TEMPERING OF TENDER DOCUMENT**

I / We /Proprietor/ Partner(s)/ Director(s) of M/s-----
-----, hereby declare that/ We
have not tampered the tender document issued vide TENDER F.No:BOX TENDER/2019/KV4ONGCBRD/1
Dated 24.12.2019 which is downloaded from the website <https://no4baroda.kvs.ac.in>

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

CERTIFICATE – D**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING
FROM TAKING PART IN GOVT.TENDER BY KVS/GOVT. DEPT****(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S ----- hereby declare that the firm/company namely M/S ----- has not been blacklisted or debarred in the past by KVS, Central Government, State Govt., Local bodies or similar institute from taking part in tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s)ofM/S ----- hereby declare that the firm/company namely M/S..... was blacklisted or debarred by KVS, or any other Government Department- Name: from taking part in Government tenders for a period of -----years w.e.f.----- . The period is over on----- --and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/canceled by O/o KV No 4 ONGC Vadodara Gujarat-390009, and EMD/Security Deposit shall be forfeited.

In addition to the above O/o KV No 4 ONGC Vadodara Gujarat-390009, will not be responsible to pay the bills for any completed / partially completed work

Name & address of the firm:

Date.....

Signature (with Seal) of the Tenderer

Place.....

Capacity in which signed: -----

Name of the Tenderer

CERTIFICATE -E**LETTER OF AUTHORISATION FOR ATTENDING THE TENDER OPENING PROCESS**

(Must be submitted to O/o **Kendriya Vidyalaya No.4, ONGC Vadodara** on or before the date of bid opening)

To,
Principal,
KV No 4 ONGC
Vadodara- 390009

Sub: Authorization for Attending the Tender-Security Service Opening Process

The following person is authorized to attend the office for the tender mentioned above on behalf of
_____ the Tenderer/Bidder.

Name of the Representative

Specimen Signature of the representative

1. _____

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

(Only one representative per bidder will be permitted to attend the office. Permission for entry to the office may be refused in case of authorization as prescribed above is not received.)

Certificate F**DECLARATION** For EPF & Misc provisions Act 1952)

I(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize KVS to recover any payment that arises due to failure to comply with any of the Labour legislation and statutory conditions viz., Labour, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

Certificate G

Security Contract Client List for reference
(Minimum 3 Clients)

Furnish Security Contract Client List from whom the reference can be taken. The clients can be Central/State Government/ Public Sector/ Banks / University/ Municipality/ KVS/ Public Sector Unit/ Public Limited/ Private Limited during last three years.

S.No.	Details of the client along with Name, Postal Address, Contact No. and E-mail ID	Amount Contract (Rs. lacs)	Security Service Contract Duration	
			From	To
1				
2				
3				
4				

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

SECTION IV
INSTRUCTIONS TO BIDDER

1. GENERAL:

- 1) The Tenderer who is confident of executing the contract successfully by providing good quality of Security Services by employing the required resources, manpower, etc. should only participate in this Tender.
- 2) The Tenderer would undertake a contract to deploy manpower/personnel for the purpose of security services for that purpose he should engage, employ and provide the requisite number Ex-Servicemen or fully trained personnel and also be responsible for payment of their emoluments and dues, discipline and work. Ex-Servicemen are most preferred for the said security service. The Tenderer/Contractor must give utmost priority to Ex-Servicemen for the deployment under this contract.
- 3) In respect of the matters pertaining to this contract, the tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization.
- 4) All disputes, differences, clarifications, etc. arising out of this contract will be represented by tenderer himself or by his legal representative at VADODARA Jurisdiction only.
- 5) It may be noted that the tender notice is only for fixing a contract and shall not be construed as an invitation to bid for providing the contract i.e. there is no guarantee for the award of work without assigning any reason whatsoever maybe.
- 6) The Tenderer/Contractor shall provide complete continuous security throughout 24 Hours*365 days by establishing necessary measures and making appropriate arrangements for/at KV Building/premises located on the address Kendriya Vidyalaya No.4, ONGC Vadodara.
- 7) It is implied that the tenderer has obtained all necessary information and understood the scope of work directly or indirectly affecting the contract such as a legal stipulation, possible delays, and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rate quoted must take all the factors into consideration.
- 8) The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
- 9) The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. **It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.**
- 10) The tenderer is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the Contractor has undertaken a visit to the Vidyalaya Premises and is aware of the operational conditions prior to the submission of the tender documents.
- 11) The Tenderer/Contractor will ensure that proper license /permission from the concerned authorities wherever applicable, are obtained promptly.
- 12) If it is found that any of the information/certificates furnished by the Bidder are incorrect/wrong or bogus, the Bidder shall be deemed blacklisted and its Bid will be ignored and Bid Security/ Performance Guarantee Security will be forfeited. And the same can be communicated to concerned authorities also.

2. TENDER OPENING TIME:

The tenders will be opened on **08.01.2020 (12:30 Hrs.)** in the office of KV No.4, ONGC Vadodara, Gujarat-390009. **Due to unforeseen circumstances if the tender is not opened on the stipulated date; the same will be opened on the next working day at the same time i.e. 12:30 Hrs.**

3. DEFINITIONS:

(a) **CONTRACT:** The 'contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between KVS and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent KVS Authority and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the Contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them:

- (b) **WORK:** The expression "Works" or "Work" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- (c) **CHANGE:** "Change" shall mean substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.
- (d) **EXTRA WORK:** "Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.
- (e) **SITE:** "SITE" shall mean the location wherein the work is to be executed under the Contract which is Kendriya Vidyalaya No. 4, ONGC Vadodara.
- (f) **KV:** "KV" means Kendriya Vidyalaya No. 4, ONGC Vadodara. KV represents Kendriya Vidyalaya Sangathan.
- (g) **KVS:** "KVS" means Kendriya Vidyalaya Sangathan. "KV" or "KVS" might be used interchangeably.
- (h) **VIDYALAYA:** "Vidyalaya" means Kendriya Vidyalaya No. 4, ONGC Vadodara.
- (i) **SCHOOL:** "SCHOOL" means Kendriya Vidyalaya No. 4, ONGC Vadodara.
- (j) **COMPETENT AUTHORITY:** "Competent Authority" means Principal, KV No. 4 ONGC, Vadodara or any higher KVS Authority with financial and legal powers as per CCA-CCS rule.

4. ELIGIBILITY OF BIDDER:

The following complying details and documents must be submitted to establish Bidder's Eligibility and Qualification along with tender document; any tenderer submitting a bid without complete documents those specified below is liable to be summarily rejected.

- (a) The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature
- (b) All the pages of the Tender Document **should be stamped and signed.**
- (c) Authorize representative can be appointed by Original **"Power of Attorney"** duly attested by

Public Notary to sign the Tender Documents and to remain present during Tender Opening Process and interactions thereafter.

- (d) Tenderer's Profile duly filled and signed as per **section III**
- (e) The Bidder firm shall furnish the full name and address along with Contact No. , E-mail Address of proprietor/partners/directors/Key-Person and of Authorized representative, if appointed any.
- (f) Bidder must be a Proprietor/firm/ agency /company that should be registered at least five years back with appropriate authorities. Self-Attested copy of **Partnership Deed or Affidavit** in original regarding sole proprietorship in case of proprietorship firm **/Memorandum of Association and Articles** as applicable.
- (g) Bidder must have a **GST registration certificate** issued by the competent authority. Self-Attested copy of the certificate is to be submitted.
- (h) Bidder must have **EPF and ESI registration certificates** with the competent authority. Self-Attested copy of the certificate is to be submitted.
- (i) Bidder must have **PAN/TAN/GIR** card. Self-Attested copy of the certificate is to be submitted.
- (j) The bidder who are providing similar kind of services for at least the last three consecutive years and having an annual average turnover of Rs. 20,00,000/- during the last three financial years. Self-Attested copy of the Document showing annual turnover for the last three years is to be submitted.
- (k) Bidder should submit three separate certificates issued by the officer of the rank of ADG/Executive Engineer/Divisional Engineer/Branch Manager/Under Secretary or above/ HOD of the institution / KVS principal or above etc. from any of the State or Central Government department, Autonomous Institutes, Universities, Public Undertaking Units, Public Sector Banks, Municipalities etc. showing successful completion of Security Service Work each with the annual costing of not less than 10 Lacs in individual bid. Self-Attested copies of the certificates are to be submitted.
- (l) Bidder must provide details of at least three clients with the details of Client Name, Complete Registered and Contact Address, Contact Details such as Phone Number, Email Address, Amount of contract with the client, Contract Starting and Ending Date in a prescribed form.
- (m) Bidder should not have been black-listed by any Government organization/ PSU. Certificate of "BLACKLISTING & NON-BLACKLISTING" of bidder firm/company to be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.
- (n) Bidder must furnish a current Bank solvency certificate from a Nationalized bank for any amount of not less than Rs. 10 lakhs.
- (o) Bidder must submit a Self-Attested copy of the last three years' income tax return certificates.
- (p) No person is permitted to bid for tender whose relative(s) is (are) working in KV No.4 ONGC Vadodara. "No near relative" of the bidder-Proprietor/Partner/Director/Firm Key-Person be working/employed in KV No 4 ONGC Vadodara. Certificate of "No near relative" of the bidder firm/company be working/employed in KV No.4 ONGC Vadodara to be executed on Rs.100/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder in a prescribed form.
- (q) Bidder must submit Declaration towards Non-tampering of Tender Document in a prescribed form.
- (r) Bidder must submit self-attested copies of compliance to PSARA Act by Govt. of Gujarat.

5. **COST OF BIDDING**

Bidder shall bear all the costs associated with the preparation and submission of the bid. The KVS will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. **THE BID DOCUMENTS**

The Bid Documents include:

- Notice InvitingTender
- Bid Form
- Tenderers Profile & Certificates A to G
- Instructions to bidder

- General Conditions of Contract
- Specifications & Schedule of works
- Agreement Format
- Checklist for Bidders
- Financial BidForm

Bidder is expected to examine all instructions, forms, terms, and conditions in the bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:-

- a. Documentary evidence in accordance with Clause related to Eligibility of the Tenderer/bidder is eligible and is qualified to perform the contract if his bid is accepted.
- b. EMD (Bid Security) DD.
- c. Bid Form, Tenderers Profile with Certificate and Financial Bid completed in accordance with Section II, III, XI.
- d. The bid should also contain the name of a competent representative from the bidder who is authorized to submit the bid and give clarification if required.

8. BID FORM

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and prices as per Financial Bid Form (Part – II, Section XI), furnished in the Bid documents, indicating the services to be carried out, and Brief description of the services.

All entries in the tender form should be legible and filled properly and clearly. If the space for furnishing the information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid Form. In case of change/correction in the format or the printed contents given as the tender form done by the tenderer the tender shall be summarily rejected; no such change is allowed in any case.

9. BID PRICE

- (a) The rate should be quoted in the Prescribed Format only (Annexure: A).
- (b) The Service Charge should not be 'NIL'. The offer with 'Nil' Service Charge will be considered unresponsive.
- (c) The Service Charge must not be in a fraction of Rupee.
- (d) The EPF, ESI, GST and other incidental charges should be mentioned separately.

10. COST OF TENDER DOCUMENTS

- a. **Cost of Tender Documents Rs. 100 shall be paid** by Demand Draft drawn on any Nationalized Bank drawn in favour of the **Kendriya Vidyalaya ONGC Baroda VVN A/C** payable at Vadodara.
- b. DD for Cost of Tender Documents should be enclosed in the Technical Bid.
- c. Cost of Tender Documents in cash or in the form of a cheque or in any other form will not be accepted.

11. BID SECURITY / EARNEST MONEY DEPOSIT(EMD)

- a. **Earnest Money Rs. 10,000/- for Security service** shall be paid by Demand Draft drawn on any

Nationalized Bank drawn in favour of the **Kendriya Vidyalaya ONGC Baroda VVN A/C** payable at Vadodara.

- b. DD for EMD should be enclosed in the Technical Bid.
- c. Earnest Money in cash or in the form of a cheque or in any other form will not be accepted.
- d. Interest shall NOT be payable in any case on the Bid Security/Earnest Money deposit.
- e. The successful bidder's Bid Security / EMD shall be refunded only after receiving the Demand Draft of complete amount towards the Performance Security (Security Deposit **10% of the value of the contract**). The Bid Security will be discharged within 90 days from the date of submission of Performance Guarantee.
- f. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within 90 days from the date of opening of tenders.
- g. The Bid Security is required to protect the KVS against the risk of bidder's in appropriate conduct, which would warrant forfeiture of Bid Security pursuant to the Forfeiture Clause.
- h. A Bid (Tender) not accompanied by the Bid Security shall be rejected by the KVS as being non-responsive at the bid opening stage.
- i. The EMD (Earnest Money Deposit) of Rs. 10,000/- in the form of a crossed Demand Draft in favor of **Kendriya Vidyalaya ONGC Baroda, VVN A/C** Payable at Vadodara from any Nationalised Bank.

12. PERFORMANCE GUARANTEE

- a. The Performance guarantee amount will be Rs. 150000 (Rs. One Lac Fifty Thousand).
- b. The Performance Guarantee amount must be submitted within 10 days from the date of the Contract Award Letter.
- c. **Performance Guarantee shall be paid** by Demand Draft drawn on any Nationalized Bank and drawn in favour of the **Kendriya Vidyalaya ONGC Baroda VVN A/C** payable at Vadodara.
- d. Performance Guarantee will be refunded after 60 days from the date of termination of the contract and after the final settlement of the financial account.

13. PERIOD OF VALIDITY OF BID

The tender submitted by tenderer will remain valid for acceptance for a period of **90 (Ninety)** days from the date of opening of the tender. The tenderer shall not be entitled during this period of Ninety days, without the consent in writing of KVS to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The KVS shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, an extension of the time period, if requested by the KVS in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the KVS in writing.

14. BIDDING PROCESS:

Two Bid process will be followed. The bidder will have to submit (1) Technical Bid and corresponding (2) Financial Bid; each in a separate sealed envelope and the two envelopes are to be placed in one bigger sealed envelope.

- Sealed Envelope containing Technical Bid, DD for the cost of Tender Document, DD for EMD

and Other necessary Documents shall be superscribed as under:

“ Technical Bid - Security at Kendriya Vidyalaya No.4, ONGC Vadodara 390009”.

- Sealed Envelope containing Financial Bid shall be superscribed as
“Financial Bid - Security at Kendriya Vidyalaya No.4, ONGC Vadodara 390009”.

Both envelopes shall be placed in a bigger sealed envelope super scribed as

“Providing Security at Kendriya Vidyalaya No.4, ONGC Vadodara 390009, Gujarat.”

The name of the firm shall be clearly written on the bigger envelope.

15. SUBMISSION OF SEALED BIDS:

The bid along with the necessary relevant documents should be sent through SPEED POST or can be delivered personally at the office of KV 4 ONGC, Vadodara.

Telex or Facsimile Bids are not acceptable.

16. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

17. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is done prior to the deadline prescribed for submission of a bid.

18. BID FINALIZATION

The Financial Bid will be evaluated only for technically qualified bidders.

Bid opening and finalization will be according to procurement procedures.

Bidder's name, bid price, modifications, withdrawals and such other detail, as deemed fit by the Principal, KV No.4 ONGC Vadodara will be notified.

- The envelope of Technical Bid containing EMD & Tender fee shall be opened first.
- The Technical Bid without the Cost of Tender Documents and/or EMD will be summarily rejected.
- The Financial Bid (Price-Bid) of only those bidders will be opened whose technical bid is found in order and complete and acceptable.

Note: - The tenderer shall quote the rate in English or Hindi only, both in words and figures only in the manner as specified for every mentioned item separately. If any discrepancy found in figures and in words, the quoted rates in words will be considered as final.

19. BID EVALUATION

Prior to the detailed evaluation of Technical and Financial bids, the KVS will determine the substantial responsiveness of each bid to the Bid document. A substantially responsive bid is one which conforms to all the terms and conditions of bid document without material deviation. The KVS determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by the KVS and shall not

subsequent to the bid opening be made responsive by the Bidder by correction of the nonconformity. However, the KVS may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently.

An arithmetic discrepancy in the Financial Bid shall be rectified in the following manner. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected by the KVS accordingly. If there is a discrepancy between the words and figures, the amount in words shall prevail. The decision of KVS is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

The Tender will be evaluated based not only on the L1 rates also subject to meeting the statutory obligations of Minimum Wages, EPF, ESIC, etc. and quality assurance and job commitment of the Bidder evaluated by the KV appointed Tender Committee.

20. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

- a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided therein.
- b) If the Bid Validity is less than the period prescribed (90Days).
- c) If the tender is not duly signed, or not found proper or complete to the satisfaction of KVS in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- e) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- f) If tender consists of unwarranted comments, conditions, deviations in the specification or any other omissions or commissions compared to documents.
- g) If prices are not filled properly in the FinancialBid.
- h) Without assigning any reason thereof.
- i) Cutting and overwriting in work.

21. CONTACTING THE KVS

No bidder shall not try to influence the KVS authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of KVS will be final in this regard.

22. PLACEMENT OF ORDER

KVS Tender Committee after taking the final decision shall consider the placement of work order to the successful bidder.

23. KVS'S RIGHT TO ACCEPT OR REJECT ANY BID

The tender will be accepted and the Contract will be finalized only with those of the tender, who in the opinion of KVS shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

KVS reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. Principal, KV No4 ONGC Vadodara does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and he can also reduce or extend the period of contract without assigning any reason.

24. LETTER OF INTENT(LOI)

The KVS will issue an LOI which constitute the intention of the KVS to enter into a contract with the bidder.

The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Security in conformity with tender terms and also submit the Agreement form as per Section VIII duly completed in all aspects.

25. SIGNING OF CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement **within 7 (Seven) working days** of being called upon on a **non-judicial stamp or equivalent** at Bidder/Contractor's cost and in the format at Section VIII to the effect that the tenderer and KVS are bound by the terms and conditions of the agreement which in turn, will be the same terms and conditions of this tender document.

The Contract Agreement will be duly registered with the Sub-Registrar. The entire cost of registration will be borne by the Bidder/Contractor.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The KVS reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of KVS under this Clause shall not construe the breach of contract.

After the selection of a bidder by the competent authority, the successful bidder will be formally notified of the award by an order prior to the expiration of the validity period. The letter called "Award of Contract" (AOC) will be issued by the KVS to the bidder for the execution of the tender, subject to furnishing performance security within the stipulated date.

SECTION V

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent KV Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement, the dispute will be referred to the Sole Arbitrator with mutual agreement. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

2. Method of Preparation of Financial Bid

- a) The rate for the outsourcing of "Security Services" should be quoted clearly in the financial bid (Part-II, Section XI). In the financial bid, the contractor is not required to quote the VDA rates.
- b) The minimum wage/ minimum wage for-security-service amount will be decided by the Office of KV No.4 ONGC Vadodara in reference to the letter issued by the Chief Labour Commissioner Gujarat state from time to time and subsequent amendments on the subject matter if any.
- c) The contractor needs to quote only the wages and the service charge to be claimed by the contractor. The contractor must pay at least minimum wages as per statutory laws to the deployed security personnel.
- d) The contractor is responsible for providing all statutory benefits to the personnel employed by him like EPF, ESI, etc. as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and service tax will be reimbursed as per actual along with the monthly bill on producing the original receipts.
- e) Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

3. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

4. QUOTED RATE

The Tender/Bidder shall quote unit rate which shall comprise of Monthly remuneration, OTA rate, EPF, ESI and other statutory cost and service charges including profit and administrative charges in the format of quotation attached only. 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 a change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. the percentage of profit/service charges, etc. in regard. Monthly remuneration will be 30 days for the purpose of comparison.

5. **The rate** for the outsourcing of "Security services" should be quoted clearly in the financial bid (Part-II, Section XI). In the financial bid, the contractor is **not required** to quote the VDA rates. The minimum wage amount will be decided by the Principal of KV No.4 Vadodara in reference to the letter issued by the Chief Labour Commissioner applicable from time to time for the period and subsequent amendments on the subject matter if any (for State Government) for Security Services (Semi-skilled). The contractor needs to quote only the wages (**Minimum wage decided by CLC is a**

must) and the service charge to be claimed by the contractor. The lowest bidder is to be evaluated on the wages and service charges only.

6. FORFEITURE OF EMD (EARNEST MONEY DEPOSIT)

Bid Security (EMD) will be forfeited and the acceptance of the tender will be reconsidered or revoked or canceled at the discretion of KVS which will not amount to imposing of penalty:

- (A) If the bidder withdraws his bid after the bids have been opened
- (B) If the bidder fails to execute the Agreement or fails to remit the required Security Deposit (Performance Guarantee) within 10 (ten) working days of being called upon to do so.
- (C) The Earnest Money will be refunded without interest within a reasonable time after the final decision of the tender, normally within 90 days from the date of opening of tenders.
- (D) Refer ANNULMENT OF THE CONTRACT also.

7. DURATION OF THE CONTRACT:

The contract will be for 1 (one) year from the date of signing of the agreement.

8. EXTENSION OF THE CONTRACT:

Extension up to one year will be considered at the same rates keeping in view the performance of the firm if satisfactory and on mutual agreement. The same estimated cost will also be considered for an extended period of further one year in addition to the estimated cost of the original contract period.

9. ANNULMENT OF THE CONTRACT:

Failure of the successful bidder to comply with the requirements contained and set in Tender/Bid documents shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security and/or a part or whole Performance Security in which event the KVS may award the contract to any other bidder at its discretion or call for new Tender. The contract can be short-closed without any prior notice to the tenderer on account of unsatisfactory services upon performance review by the Principal KV No.4 ONGC Vadodara (Competent Authority). The unsatisfactory service shall mean and include non-compliance and violation of any of the terms and conditions of the tender/contract and failure on its part to correct the discrepancies/shortcomings brought to the Contractor's notice in writing by the authority of Kendriya Vidyalaya No. 4 ONGC Vadodara.

10. THE RIGHT TO VARY QUANTITIES:

KV reserves the right to **25% Increase/decrease in the required quantity/workforce at times** in the schedule of requirements without any change in the hiring charges of the offered quantity and other terms and conditions.

11. TAXES AND DUTIES

Contractor shall pay **all levies, fees, royalties, taxes and duties** payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Tender/Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the KV from and against the same or any default by the Contractor in the payment thereof.

12. PRICE ESCALATION

The KV shall not be responsible for any escalation in prices of labor or materials, etc. what-so-ever or

any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

However during the period of the contract, as and when the minimum wages for Gujarat State are revised by the labor commissioner / District collector, then the rates payable for manpower shall be revised to the new minimum wages. These revisions are applicable only in case when the approved rates are lower than the newly revised minimum wages fixed from time to time by the authorities.

These revised rates shall be applicable only from the month, the contractor submits the revised minimum wage letter from the authorities.

13. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to the Competent KV Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper correlation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

14. QUALITY OF SECURITY SERVICE AND DEPLOYED PERSONNEL

The Principal of KV No.4 Vadodara shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent **KV** Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain completely responsible for complete and proper compliance with the tender/contract documents and the specifications therein.

The Competent **KV** Authority has the right to prohibit the use of men/women and any tools, materials or equipment which in his opinion do not produce work or performance meeting the requirement of the tender/contract documents.

- (a) The Candidates/Manpower deployed by the Contractor shall be accepted only after scrutiny by Kendriya Vidyalaya No. 4 ONGC Vadodara. Therefore, a minimum of three resume/bio-data shall be made available against each position of deployment. The candidate may be invited for the personal interview also. No conveyance or any other charges will be paid by the KV. In case, no candidate is found a new set of resume/bio-data shall be made available.
- (b) The Candidate/Deployed persons must be able to communicate in Hindi and English. He should be able to read/ write in English to maintain Visitor Register, Visitor Passes, Gate Pass Register, etc.
- (c) The Contractor must screen the persons before deploying for the Security Service for visual, hearing, major physical defects, and contagious diseases and will provide a certificate to this effect to the Vidyalaya. Only mentally and physically fit, morally sound, properly trained, and experienced persons below 50 years age shall be deployed by the Contractor/Service Provider.
- (d) The Contractor will provide proper ID cards and Standardize Uniform- Clothes, Cap, Belt, Shoes, Whistle, etc. to the persons deployed for the Security Service and will ensure that they report to the Security Duty with appropriate decorum. The Contractor will also provide baton, touch (50 Mtr range), umbrella, suitable rainwear and winter wear to the deployed person.
- (e) The Tenderer/Contractor will getalloted with activated UAN (Universal Account Number) for all deployed persons duly linked with their mobile number so as to receive SMS by them about EPF credits every

month. Also ensure the to get them e-passbooks from EPFO website.

- (f) The Contractor shall employ a sufficient number of workers to ensure that the Security Service is done with the proper schedule (24 Hours 365 days) to the satisfaction of the Kendriya Vidyalaya. Sufficient workers will be employed for discharging the responsibility.
- (g) KV may do surprise checks as and when they fill necessary to ensure to get the desired quality of Security Service. If any laxity is found, KV will report in writing to the Contractor. The Contractor is bound to take necessary corrective actions and remove the laxity within a maximum of 3 days. In case of continuity of poor standards of services KV may take punitive actions against the Contractor as deemed fit and can withhold a part of the payment or the complete payment due or to be due to the Contractor and can charge penalties as deemed fit. KV may charge penalties from Security Deposits also.
- (h) The Contractor will ensure proper Supervising mechanism to supervise the deployed person and to ensure high standards of Security Service. The Contractor is completely responsible for Supervising the deployed manpower's effectiveness and efficiency and coordination between them. KV will not take any responsibility for supervising them or coordinating between them.
- (i) The Contractor must ensure and take proper comprehensive Insurance for accident risks or any other type of risk for the deployed personnel. Any type of compensation to the deployed persons will be the sole responsibility of the Contractor.
- (j) The antecedents of all the deployed security personnel will be got verified from Police by the Contractor before the deployment at Kendriya Vidyalaya.
- (k) The Contractor shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by the workers deployed by the Contractor.
- (l) The KV shall have the right to impose a cash penalty on the Contractor or deduct such amount from its security deposit in case the Kendriya Vidyalaya is put to any financial loss directly or indirectly by the act of omission or commission on the part of the personnel deployed or at KV by the Contractors.
- (m) The deployed person should not enter into any unlawful or undesirable activity within KV premises or anywhere else and shall have a good moral character.

15. **GUARANTEE**

In addition to any and all other guarantee and warranty mentioned in the tender/contract documents the contractor guarantees that the execution of Security Service will be done in a satisfactory manner.

16. **INSURANCE**

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance.

The Contractor shall also take out **workmen's compensation insurance** as required by law and undertaken to indemnify and keep indemnified the **KV** from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the KVS may suffer or incur with respect to and/or incidental to the same.

The contractor shall have to furnish originals and /or attested copies as required by the **KV** of the policies of insurance take within 15(fifteen) days of being called upon to do so to get herewith all premium receipts and other papers related thereto which the **KV** may require.

17. INDEMNITIES

The Contractor shall at all times hold the **KVS** harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the **KVS**, its officers, and officials and forthwith upon demand and without protest or demur to pay to the **KVS** any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the **KVS** may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Contractor shall reimburse the **KVS** or pay to the **KVS** forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the **KVS** arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the **KVS** request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other findings without first consulting the **KVS** and without the written consent of **KVS**.

18. Whenever any claim, against the Contractor for the payment of a sum of money arises out of or under the contract, Competent **KV** Authority shall be entitled to recover such sum by appropriating in part or whole from the security deposit of the Contractor. In the event of the security being insufficient, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with **KVS**. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent **KVS** Authority on demand the balance remaining due, within 10 working days from the date of demand without any exception along with objections, if any.

19. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified the **Principal of KV No.4 Vadodara** shall have the power to terminate the contract without prior notice.

20. Contractor's heirs/representatives shall without the consent in writing of the **Principal of KV No.4 Vadodara** have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death.

In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities thereunder. Proof of Death and other relevant documents to this effect shall be submitted to the **Principal of KV No.4 Vadodara** with notifying in writing and along with supporting documents.

21. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the **Principal of KV No.4 Vadodara** shall have the option of terminating the contract without any compensation to the Contractor, which does not amount to a breach of the contract.

22. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract, to any other agency.

The principal of KV No.4 Vadodara reserves the right to refuse or permit any person to participate in the works covered by the contract. The contractor shall be and remain primarily and principally liable to the **KV** in terms hereof and for the due fulfillment of the contracted Security Services.

23. The Contractor shall indemnify, and save harmless the **KV** from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the **KV** may sustain/suffer or incur arising from or out of or incidental to(in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
24. If contractor without written approval of **Principal of KV No.4 Vadodara**, assigns his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the **Principal of KV No.4 Vadodara** shall have the power to adopt any of the courses specified in the any of the tenders related termination of contract, penalties, and/or forfeiture as he may deem fit in the interest of **KV** and in the event of any of these courses being adopted the consequences specified in the various tender clauses specified related to termination of contract, penalties, and/or forfeiture shall ensue.
25. **INFERIOR QUALITY OF WORK:-**
For inferior quality or incorrect or improper Security Service, KVS or the in-charge appointed by the KVS is empowered to deduct up to 10% amount of monthly total bill.
26. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties if any.
27. The Bidder/Contractor must ensure that the person deployed for daily shift security duty must report for work/duty at the scheduled time and must take charge from/of the person on previous duty.
28. The round-the-clock-security of KV is an essential duty. Bidder/Contractor must ensure that the Security Duty never remains unattended. In any circumstance, the Bidder/Contractor must provide replacement Security Personnel. If Bidder/Contractor fails to provide the Replacement of Security Personnel for any shift then for each such shift-absent-duty, 10 times (ten times) of the daily wage rate will be deducted as a Penalty from the Service Charge Bill or Performance Guarantee (Security Deposit) given by the Bidder/Contractor. In this regard, the decision of KV will be final.
29. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
30. **The Principal of KV No.4 Vadodara does not bind himself to accept the lowest tender and reserves the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of the contract without assigning any reason.**
31. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
32. The Principal of KV No.4 Vadodara **is not liable to pay any interest** on the Earnest Money or Performance Guarantee Security Deposit Money. If the successful tenderer withdraws his tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the Principal of KV No.4 Vadodara reserve the right to forfeit Earnest Money /Security Deposit.

33. The Service Tax is exempted vide Circular No.172/7/2013 by Govt. of India for Education Institutes.
34. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him like EPF, ESI, etc, as applicable. Any other such tax applicable to educational institutions and liable to be paid by the client shall be quoted by the bidder separately.
35. The manpower engaged by the contractor for executing Security Service is purely the responsibility of the contractor and they will not have any claim/liability on the **KV**. The contractor will intimate to the local police station regarding the identity and permanent address of the persons employed. A copy of the acknowledgment received from the local police station should be submitted to this office within 03 (three) working days from the date of joining of the employee. A certified copy of Police verification must be produced within 15 days of the appointment of an employee or letter from concerned police station showing the reason for the delay, failing which penalty of Rs. 300/- per day will be charged for default and the same will be deducted from the next payment.
36. For each deployed person services shall be normally for eight-hour duty as per labour law for six days in a week and with a compensatory week-off-day. The duties may be rotational (24X7 days pattern) as per the requirement of the office.
37. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained. The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
38. It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by the contractor and KV will have no liabilities in this regard.
39. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in/at KV. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship/employer and employee relationship nor have any principal and agent relationship with or against O/O Principal of KV No.4 Vadodara.
40. The contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to the person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injuries to any manpower deployed by the contractor in the course of their performing the functions/duties, or for payment towards any compensation.
41. The manpower deployed by the contractor shall not claim nor shall be entitled to receive, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after the expiry of the contract.
42. Where the Contractor is a partnership firm, the previous approval in writing of the **Principal of KV No.4 Vadodara** shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of the agreement hereof and the same action may be taken, and the same consequence shall ensue as provided in clauses related to termination of contract, penalties, and/or forfeiture of the securities and payments.

43. LABOUR WELFARE MEASURES AND WORKMEN COMPENSATION

The contractor shall produce a valid labour license as per the requirement under the Contract Labour (R& A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before the commencement of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation)Act 1986. Any failure to fulfill this requirement shall attract any of the penal provisions of this contract.

The contractor is solely responsible to understand and act according to Labour Laws and other applicable Government Laws, Rules and Regulations. The contractor is fully responsible for complete and proper compliance of government Labour Laws. Maintaining Labour Law Records is the Contractor's sole responsibility; in any case, KV will never maintain Labour Law Records for the persons deployed under this contract. However, KV authorities may volunteer and seek the Labour Records as and when deemed required for the monitoring purpose. The Contractor must submit all the records when demanded by the KV. KV may take necessary action (whatever deemed fit by KV)/punitive-action against the contractor if any lacking is found in Labour Law compliance. Laxity or failure to volunteer by KV to monitor such compliance shall not form any liability to KV; the contractor indemnifies the KV for the same. Any failure to fulfill this requirement might be reported to the concerned government authorities.

44. PAYMENT OF WAGES

The Contractor shall fix wage periods in respect of which wages shall be payable and the same will be informed to KV. No wage period shall exceed one month. Paying wages on time is the Contractor's responsibility.

The wages of every person employed by the contractor under this contract shall be paid before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable.

Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates.

Wages due for individual manpower shall be paid/disburse by the contractor to him by account payee current dated cheque only or any other method such as NEFT bank transfer where the paid amount realizes in deployed person's own bank account; as the documentary proof, details of this cheque payment or such bank transfer must be submitted by the contractor to KV for the release of next due payment and is a required prior condition.

Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956. The Contractor shall be directly responsible for the payment of the wages which should not be less than minimum wages and as per the bid price rates only and will include such other benefits as may be available to its employees under the relevant Acts and Regulations applicable in the State. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the Contractor and shall not be liable for it.

Each claim bill of the contractor must accompany details of labourers/employees engaged, duration

of their **engagement/wage register /amount of wages paid/amount of EPF/ESI contributions** and declaration from the contractor regarding the compliance of the condition of EPF Act1952.

The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days & PF, ESI, etc. & the documentary proof of the same has to be attached with each month's bill.

If it is observed that the Contractor has demanded bribe from the person/s employed for the deployment under this contract for enjoining them or any complaint is received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and EMD or Performance Security Amount, and any due or to be due payment will be withhold and forfeited; no further payment will be done.

45. SALARY CALCULATION FORMULA FOR THE DEPLOYED SECURITY PERSONS

In case of absence of any working day, the monthly remuneration will be regulated as per the following formula:

Total Monthly Remuneration = Monthly Remuneration – A1

Where A1 =(Monthly Remuneration / No. of days in the month)* No. of days of absence

46. LABOUR RECORDS

- a. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and the **same shall be submitted along with monthly bills to be submitted by the contractor.**
- b. The contractor shall maintain a **muster roll register** in respect of all workmen employed by him on the work under contract in form XVI of the CL(R&A)Rules.
- c. The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in form XVII of the CL(R&A)Rules1971.
- d. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in **KV** later on.
- e. The contractor shall maintain a **Register of Fines** in form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- f. The contractor shall maintain a **Register of deductions for damage or loss** in from XX of the CL(R & A) Rules1971.
- g. The contractor shall maintain a **register of Overtime** in from XXIII of the CL(R & A) rules 1971.

47. Inspection of Books and slips.

The contractor shall allow inspection of all the prescribed labour records at a convenient time and place after due notice is received from the labour officer or any State Government Authority or Central Government Authority. The contractor shall submit a periodical return as may be specified by authorities from time to time.

48. COMPLIANCE WITH LAWS AND REGULATION

During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules., regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or **KV**, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. Bylaws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contract documents.

The contractor agrees as to undertake to save and hold the **KV**, harmless and indemnified from and

against and all penalties, actions ,suits, losses and damages, claims and demands and costs (inclusive between attorney and client)charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

49. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the KV as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

50. BREACH OF CONTRACT

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

51. Any breach of tender conditions by the company or firm or any other person, the tender/security service work will be canceled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. KV No.4 ONGC Vadodara will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

52. The Principal of KV No.4 Vadodara may without prejudice to his right against the Contractor in respect of any delay or inferior service quality or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the continuation of security service is or is not present by notice in writing absolutely determine the contract in any of the following cases:

- a. If the Contractor having been given by the **Principal of KV No.4 Vadodara** a notice in writing to improvise the service quality or that the service is being performed in any inefficient or otherwise improper security like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the security service so that either in the judgment of the **Principal of KV No.4 Vadodara** (which shall be final and binding) he will be unable to secure continuation of security service.
- b. If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding-up order.
- c. If the contractor commits a breach of any of the terms and conditions of this contract.
- d. If the contractor commits any fraud with the **KV**, or any fraudulent motive is detected in his action.

e. If a contractor demands undue charges not stipulated in this contract.

(A) When the Contractor has made himself liable for any action related to termination or contract, any penalties or forfeiture, the **Principal of KV No.4 Vadodara**

(B) on behalf of the **KV** shall have powers:

To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the **Principal of KV No.4 Vadodara** shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of **KV**.

- To employ person paid by the **KV** to carry out the security service debiting the Contractor with the cost of the labour (of the amount of which cost certified by the **Principal of KV No.4 Vadodara** shall be final and conclusive against the Contractor) and crediting him with the value of the security service done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the **Principal of KV No.4 Vadodara** as to the value of the security service carried out shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the **KV** are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which exceeds the certificate in writing of the **Principal of KV No.4 Vadodara** shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by **KV** under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses mentioned in the clauses related to termination of the contract, penalties, and/or forfeiture of security deposits and due payments being adopted by the **Principal of KV No.4 Vadodara** the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having entered into any engagements or made any advances on account or with a view to the execution of the security service contract. And in case of action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the **Principal of KV No.4 Vadodara** has certified in writing the performance of such security service and the value payable in respect thereof and he shall only be entitled to be paid the values certified.

53. In any case in which any of the powers conferred upon the **Principal of KV No.4 Vadodara** by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

54. The Kendriya Vidyalaya reserves the right to order any deployed person to leave the premises of Kendriya Vidyalaya if his/her presence at any time is felt undesirable.

55. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

The **Principal of KV No.4 Vadodara** may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the security service given up to the time of such cancellation.

The **Principal of KV No.4 Vadodara** may, at its option, cancel the security service work under this contract without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons, therefore.

If at any time after the commencement of the security service the **Principal of KV No.4 Vadodara** shall for any reason whatsoever not require the security service as specified in the tender to be carried out, the **Principal of KV No.4 Vadodara** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

56. PAYMENTS

The Contractor shall submit bills that should contain Bank A/c and IFSC code for electronic transfer of funds at the office of **Principal of KV No.4 Vadodara** for the provided security service. The bills will be submitted in **DUPLICATE** and in the manner and form that may be prescribed by the Competent Authority. Account payee cheque or bank transfer order for amounts passed in the bill will be issued only after the Contractor gives a **stamped receipt for the amount unless the bills are pre-receipted**. Payments will be made only by account payee cheques or through ECS.

Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for the deduction of tax at source, the deduction will be made under that legislation. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amounts of deducted as tax at source at the time of payment of each bill.

The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the **Principal of KV No.4 Vadodara** is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, **all accounts are expected to be settled within a period of six months from the date of completion of the contract termination** in all respects.

The contractor shall not be justified in abandoning the contract because the **KV** has delayed making payment(s).

The final bill shall be submitted by the Contractor within one month of the date of the last working day.

57. SECURITY DEPOSIT

Earnest Money Rs. 10,000/- for security service deposited at the time of submission of the tender, will be refunded to the tender.

The successful tenderer will have to deposit a **Performance Security Deposit of 10% of the contract value** (rounded off to the next higher multiple of 10 at the time of signing of agreement within 7 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft drawn in favour of Kendriya Vidyalaya ONGC VVN A/C payable at Vadodara. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier. It is also informed that **Performance Security Deposit will be enhanced in the case of contract value enhance due to variation in quantity**.

Security Deposit shall **not bear any interest for any period whatsoever**, and therefore, Interest shall not be payable by the **KV** on the Security Deposit or on amounts payable to the Contractor under the contract.

Security Deposit shall be liable for appropriation/adjustment against any damages to KV for the poor security service or the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the **KV** to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.

The Security Deposit shall be considered for adjustment against damages only at the time of the final conclusion of the contract and final settlement of the account.

All the compensation or another sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit or from any sum which may be due or may become due to the contractor by the **KV** on any account whatsoever and in the event of his security deposit is reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the balance in full shall be collected from the bills of the contractor.

If the contractor duly performs and completes the contracts in all respects, the **KV** shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that the **KV** may have incurred for making good any loss due to any action attributable to the contractor which the **KV** is entitled to recover from the contractor.

Security Deposit will be refundable only after full settlement of the final bill for the works contracted/executed under the contract and on submission of NOC from the principal/Competent Authority of KVS.

Security deposit that is due for the refund to the Contractor and remains unclaimed for one year after its refund becomes admissible (for instance, after the contractor fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the **KV**.

58. DISPUTES AND ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the **Principal of KV No.4 Vadodara** or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the **Principal of KV No.4 Vadodara** or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the **Principal of KV No.4 Vadodara** or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the **Principal of KV No.4 Vadodara** or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a **KV** employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as **KV** employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such **Principal of KV No.4 Vadodara** or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of **Principal of KV No.4 Vadodara** at Vadodara or such other places as the arbitrator may decide.

According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to the notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

SECTION-VI

JOB SPECIFICATION & JOB DESCRIPTION

The Kendriya Vidyalaya No.4, ONGC Vadodara is set up and administered under the scheme run by Kendriya Vidyalaya Sangathan (KVS), a centrally funded Autonomous Body-Society registered under Societies Registration Act, 1860; is imparting education to the children of transferable Central Govt. Employees among others.

Job: Security Services- to provide/maintain overall security at/for Kendriya Vidyalaya No.4

Parties are advised to see the premise/location. It is deemed that the Tenderer has visited the premise prior to submitting the Tender.

Description of Kendriya Vidyalaya No.4 Premise

Address of the Premise:

Kendriya Vidyalaya No.-4 ONGC Vadodara, ONGC Campus, Makarpura Road, Vadodara-390009, Gujarat

Land Area:

Approx 6 (Six) Acres Compound fully covered by the full height compound wall within ONGC Campus completely isolated from general traffic and public

Construction and Rooms:

40 rooms (including Classrooms & departments) AV room, CCA Hall, Laboratories, Computer labs, Music room, resource rooms, staff room, offices, 3 Toilet Blocks
(All structures are on Ground Floor)

With proper lighting installations for the night vigil.

With CCTV surveillance cameras installed.

Play Area:

Within the Compound

Parking:

Outside Compound but within the above-mentioned Land Area

Gate:

Steel Fabricated Structure for Entry-Exit Both. KV Staff including Principal, Teaching Staff, Office Staff, and other staff and contractual staff, Students and Visitors Entry.
(Other gates are kept closed and do not need monitoring.)

An outline of responsibilities/tasks to be carried out by the (1) Contractor of Security Service and detailed and (2) deployed Security Personnel are detailed as under:-

1. Responsibilities/Tasks of the Contractor of the Security Services

- (a) To establish Security measures necessary to protect the Premise, Properties, and People within the Premise.
- (b) To establish Safety and Security measures for Student, Staff, Workers and Visitors safety
- (c) To establish a measure to ensure that no person is in the premise
- (d) To establish norms for Safe Entry for Student, Staff, Workers, etc. Establish the measures for:
During Working Hours: Controlling Visitor Entry, Issuance of Visitor Pass and record keeping of Visitor Register, Sending Visitors to Visitors-Room, to Coordinate Visitors arrival with Principal Office and Admin Office and the departure
- (e) To establish measures to prevent unofficial entries.
- (f) Collection and record of Material Inward Gate Pass and Exit Gate Pass
- (g) To establish the measures for restricting the trespassing, theft, vandalism
- (h) To provide Security Personnel preferably Ex-servicemen or Fully Trained and Experience Security Persons
- (i) Ensure Uniform, Discipline and Behaviour Decorum of deployed Persons

- (j) Coordinate Shift Duty of Security Personnel and ensure round the clock (24 hours * 365 days) Security Duty
- (k) Supervise the efficiency and effectiveness of Security Persons deployed
- (l) Supervision and Administration of deployed security personnel as deem fit to meet the tender/contract criteria
- (m) Any other work/task/assignment related to security as suggested by the Principal/KV

The Contractor/Security Service Provider has to set the above-mentioned measures in Consultation with the Principal/KV.

2. Responsibilities/Tasks of the Security Personnel deployed by the Contractor

The principal or any other Competent Authority will have the right to assign any other security /safety-related duties to the Security Personnel deployed by the Contractor.

- (n) Work according to set Safety and Security measures set by the Contractor
- (o) Follow instructions and guidance given by the Principal/KV
- (p) The Security Person deployed will be responsible for locking and opening of all the classrooms, doors and windows.
- (q) Ensuring Switching-off all the Gadgets and any other electrical-electronics installations left at the time of closing of the Vidyalaya or as instructed by the Principal/KV
- (r) The security staff will also be responsible for checking of water taps if left open.
- (s) Any property that seems unattended should be reported to the Principal
- (t) Any classroom/room/office that is left unlocked by school staff should be reported to the Principal immediately.
- (u) Any other work/task/assignment related to security as suggested by the Principal/KV

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

SECTION-VII

Deployment Requirement of the ManPower:

S. No.	Category of Manpower	Minimum qualifications or/and experience	No. of Personnel required for Rotational Duty	As per the following shifts
1	Security Guards	10+2	03 (Three) for Shifts + 01 (One) as Reliever to manage Weekly Offs	I Shift – 7:30 AM to 3:30 PM II Shift – 3:30 PM to 11:30 PM III Shift – 11:30 PM to 7:30 AM (24*7 *365 days)

(Note: The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, without any extra charge in addition to normal duties. No other emoluments shall be entitled to except the actual fare for services outside office premises.)

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

SECTION – VIII**AGREEMENT -(This is a sample draft)**

The agreement made on this.....day of month.....year.....
 Between M/S.....hereinafter called “The Contractor”
 (which expression shall unless excluded by or repugnant to the context, include its successors, heir,
 executors, administrative representative, and assignee) of the one part & **Kendriya Vidyalaya No.4
 Vadodara-390009**, hereinafter referred to as the **KV**, of second or other part.

Whereas the Tenderer/Contractor has offered to enter into contract with the said **KV** for
 providing of Security Services to the O/o **Principal of KV No.4 Vadodara** as per the terms &
 conditions contained and set in the entire Tender-Documents and the rates approved by the
Principal of KV No.4 Vadodara that is Rs----- per month
 inclusive of all taxes, levies, duties, and cess, etc. have been duly accepted and whereas the
 necessary security deposits have been furnished in accordance with the provisions of the Bid
 document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from(Date) To
 (Date)..... or completion of work for Rs. (In words)
 whichever is earlier or until this contract shall be determined by such notice as is hereinafter
 mentioned, safely carry out, by means of manpower employed at his own expenses and by
 means of tools, implements, and equipment, etc. at his own expense, all other associated works
 as described in Bid documents, when the **Principal of KV No.4 Vadodara** or any other person
 authorized by the **Principal of KV No.4 Vadodara** in that behalf require. It is understood by the
 contractor that the quantity of work mentioned on the schedule is likely to change as per actual
 requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent,
 approved rates, and such other additional particulars, instructions, work orders as may be found
 requisite to be given during execution of the Security Services shall be deemed to be included in
 the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the O/o
Principal of KV No.4 Vadodara is/will be/shall be admitted as a partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines stipulated in the Bid
 document including any correspondence between the contractor and the **KV** having bearing on
 execution of the security services and payments of work to be done under the contract.

In witness whereof, the parties present here have set their respective hands and seals the day, year in.....

Above written:

Date.....

Place.....

Signature (with Seal)

Principal,
Kendriya Vidyalaya No.4. ONGC Vadodara

Date.....

Place.....

Signature (with Seal) of the Tenderer

Name of the Tenderer

Agreement signed in the presence of:

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

SECTION – IX
MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this **29.09.2018** day of **September Two Thousand Eighteen** between the Kendriya Vidyalaya Sangathan, a society registered under the Societies Registration Act (XXI of 1860) through.....located at **Kendriya Vidyalaya No.-4 ONGC Baroda**, District- **Vadodara (Gujarat)-390009**, (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 **“Kiran Security Services”** a [COMPANY/FIRM] registered office at **No.-85, Parn kunj Society, Part-1, Opp. Sonal Hospital, Meghaninagar, Ahmedabad(Guj.)-380016** (hereinafter called the **CONTRACTING AGENCY** which expression shall where the context so admits include its successors and permitted assigns) of the other part.

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

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

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

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

DEFINITIONS

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

1.2 PREAMBLE

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

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

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

1.3 SCOPE OF THE AGREEMENT

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

1.4 FINANCIAL ARRANGEMENTS

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

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

**Rs. _____ For service contract on _____

1.5 MODALITIES OF CONTRACT

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

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

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

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

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

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

1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of

the CONTRACTING AGENCY for a period not exceeding six months.

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

1.7 RESPONSIBILITIES OF THE 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.

18 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.

19 CONFIDENTIALITY

- 19.1 during the tenure of the Agreement and [.....years | thereafter the CONTRACTING AGENCY

undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

2.1 FORCE MAJERE

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

2.2 EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT

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

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

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

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

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

2.3 NOTICES

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

2.4 AMMENDMENTS OF THE AGREEMET

2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by

both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The **modifications / changes shall be effective from the** date on which they are made/ executed, unless otherwise agreed to.

2.5 ASSIGNMENT OF THE AGREEMENT

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

2.6 DISPUTE SETTLEMENT

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

SEAL OF THE PARTIES

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

Parties

Parties

For and on behalf of KVS INDENTING OFFICE

For and on behalf of Contracting Agency

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Seal

Seal.....

Witness (Name and Address)

Witness (Name and Address)

1

1

2.

2.

SECTION-X
CHECK LIST FOR BIDDERS

SN	Documents	Yes/No or /NA)
1.	Cost of Tender documents. DD No. Amt. Date	
2.	EMD DD No. Amt. Date	
3.	Whether all the Pages are stamped and signed & properly tagged with all documents?	
4	Whether Bid Form is filled up? (Section-II)	
5.	Whether Bidder's Profile is filled up? (Section-III)	
6.	Whether Self Attested copy of Registration of the firm is attached?	
7.	Self Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.	
8.	Self Attested copy of latest two years Income Tax returns.	
9.	Self Attested copy of PAN card.	
10.	Self Attested copy of GST certificate.	
11.	Self Attested copy of EPF certificate.	
12.	Self Attested copy of ESI certificate.	
13.	Self-Attested copy of Experience certificate (Minimum two year of similar nature of work).	
14	Declaration regarding no relative working in KV	
15.	Declaration towards Non – Tampering of tender document.	
16.	Declaration about Blacklisted/Non-Blacklisted company Rs.10/- stamp paper & notarized	
17.	Power of Attorney in original, in case tender document is signed by person other than tenderer or tendering company.	
18	Blank/Crossed cheque	

केन्द्रीय विद्यालया क्र.4 ओ.एन.जी.सी वड़ोदरा

ओएनजीसी कैम्पस, मकरपुरा रोड, वड़ोदरा - 390009

PART-II

FINANCIAL BID DOCUMENT

FOR

“Outsourcing Security Services”

FOR USE IN

Kendriya Vidyalaya No.4 ONGC, Vadodara

F. No: BOX TENDER/2019/KV4ONGCBRD/1

Dated: **24.12.2019**

(Submit in a separate envelope marked – “FINANCIAL BID”)

SECTION-XI
FINANCIAL BID

To,
PRINCIPAL,
Kendriya Vidyalaya No.4 ONGC, Vadodara

Subject: Our Financial Bid for Security Services.

ReferenceNo:BOX TENDER/2019/KV4ONGCBRD/1 **Date** 24.12.2019

Dear Sir,

Having examined the tender documents, terms, and conditions stipulated therein, **we the undersigned offer to provide** the Security Services to **Kendriya Vidyalaya No.4 Vadodara.**

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer

केन्द्रीय विद्यालय क्र.4 ओएनजीसी वड़ोदरा

ANNEXURE – 'A'

FORMAT OF FINANCIAL BID (For Security)

(All Figures in Rs.)

	Category of Manpower	Number	Per Day(shift) remuneration per person	EPF rate (Per day per person)	ESI Rate((Per day per person)	GST	Service charges including overhead and profit(Per day per person)	(Total Per day per person) Unit rate (Col.4+5+6+7)	Total per day per person cost (Col. 3+8)
S.No.	1	2	3	4	5	6	7	8	9
1		03 Persons Security Guard 01 person for each shift (Total 03 shift of 08:00 hours each) + 01 Person Reliever							

Monthly Remuneration:.....

NOTE: 1. In case of a discrepancy between the unit price and total price, the unit price shall prevail.

We agree to provide the above service 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 enclosed. Bid Security of Rs. 10000/- (Rupees Ten Thousand) is furnished herewith vide Bank Draft No. _____ dated _____ of Bank _____ drawn in favor of 'Kendriya Vidyalaya ONGC Baroda VVN A/C.'

Date.....

Signature (with Seal) of the Tenderer

Place.....

Name of the Tenderer