

ಕೇಂದ್ರೀಯ ವಿದ್ಯಾಲಯ ಡಿ ಆರ್ ಡಿ ಓ ಸಿ ವಿ ರಾಮನ್ ನಗರ ಬೆಂಗಳೂರು 560093  
केन्द्रीय विद्यालय डी आर डी ओ, सी वी रामन नगर, बेंगलूरु - 560093  
KENDRIYA VIDYALAYA DRDO, C.V.RAMANNAGAR, BENGALURU -560093

## **TENDER DOCUMENT**

FOR PROVIDING  
**SECURITY SERVICES**  
TO KENDRIYA VIDYALAYA, DRDO, C V RAMANNAGAR, BANGALORE BY  
SERVICE PROVIDER

DATE & TIME OF ISSUE OF TENDER DOCUMENT	FROM THE DATE OF ADVERTISEMENT FROM 10 AM TO 12 NOON UPTO 29.02.2020
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	29.02.2020 UPTO 12 NOON
DATE & TIME FOR OPENING OF TENDER DOCUMENT - <b>TECHNICAL/FINANCIAL BID</b>	AT 11:30 HRS ON 02.03.2020

## **SALE & SUBMISSION OF TENDER DOCUMENT**

SALE OF FORM : FROM 10 AM TO 12 NOON ON ALL WORKING DAYS  
SUBMISSION OF TENDER DOCUMENT: 10 AM TO 12 NOON

- The Tender Form can be obtained from the office of Kendriya Vidyalaya, DRDO, C.V.Ramannagar on any working day from 10 am to 12 noon on payment of `Rs.500/- (per service) ) by Demand Draft/ Pay Order drawn in favour of Principal, Kendriya Vidyalaya, DRDO, VVN A/c payable at Bangalore.
- In case the Tender Form is downloaded from the website of Kendriya Vidyalaya, DRDO, C.V.Ramannagar, the Demand Draft/ Pay Order of Rs.500/- per service (Five Hundred only) in favour of “ Principal, Kendriya Vidyalaya, DRDO, C.V.Ramannagar” payable at Bangalore be sent alongwith the Tender Form, failing which the tender of the concerned Agency will be rejected.
- Tender Form for Security Services should be submitted along with the cost of Tender Form i.e. ₹ 500 /- per service along with the necessary documents.

The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in a **sealed envelopes** superscribing "**TECHNICAL/FINANCIAL BID FOR PROVIDING Security Services**". Sealed envelope duly superscribing "TENDER FOR PROVIDING “Security” to Principal, Kendriya Vidyalaya, DRDO, Bangalore: 560 093".

- The tender (Technical Bid & Financial Bid) duly completed in all respect may be sent through speed post or Regd. Post or by Hand to the Vidyalaya by 12 noon of 29.02.2020.

## **CONTENTS OF TENDER DOCUMENT**

SL. NO.	DESCRIPTION OF CONTENTS
01	Tender Notice
02	Scope of work and general instruction for tenderer
03	Terms & Conditions
04	Penalty Clause
05	Technical Bid qualification criteria
06	Proforma for Technical Bid
07	Details of contracts for past three years
08	Proforma for Financial Bid
09.	Model Agreement
10.	Check List

**विज्ञापन सूचना**  
**TENDER NOTICE**  
**KENDRIYA VIDYALAYA DRDO**  
**C.V.RAMANAGAR, BENGALURU : 560 093**

**वेब साइट : [drdobangalore.kvs.ac.in](http://drdobangalore.kvs.ac.in) Phone 25243919 ई-मेल: [kvdrdobangalore@gmail.com](mailto:kvdrdobangalore@gmail.com)**

Sealed tenders are invited for awarding contract for out-sourcing the Security Services in KV. DRDO. The tender form/ document can be obtained from the office of KV. DRDO at the above mentioned Address on all working days ( between 10 am to 12 noon ) against non-refundable payment of Rs.500/- (Rupees Five Hundred Only) through Demand Draft / Pay Order to be drawn in favour of “ Principal, Kendriya Vidyalaya DRDO, VVN A/c” payable at Bangalore.

- Note: 1. Tender document can be downloaded from the website [www.drdobangalore.kvs.ac.in](http://www.drdobangalore.kvs.ac.in)  
2. Last date and time for tender queries: Date of Advertisement up to 29.02.2020 –  
10 am to 12 noon  
3. Last date for submission of tenders : 29.02.2020 by 12 noon.  
4. Opening of bid : 02.03.2020 at 11.30 hrs  
5. Earnest Money Deposit : Rs. 25,000/- in form of DD favouring  
“Principal, KV. DRDO, VVN A/c, Bangalore”.

**प्राचार्य**  
**PRINCIPAL**

<b>SCOPE OF WORK AND GENERAL INSTRUCTION FOR TENDERER FOR PROVIDING SECURITY SERVICES</b>
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1. Name of KV : Kendriya Vidyalaya DRDO.
2. Address / Location of Building: Kendriya Vidyalaya, DRDO, C.V. Ramannagar, Bangalore-560 093.
3. Total Area : 4.92 Acres approx.  
(Office Block, Primary Block, Temporary Rooms, Play Grounds, Cycle /scooter/ Car Stands, Play Ground, Garden and open space near buildings/rooms)

The Area/ compound is surrounded by a boundary wall with three gates.

(The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)

**4. SECURITIES : SCOPE OF WORK:**

- a. The agency is to provide security services/watch and ward services for the campus of Kendriya Vidyalaya DRDO for a period of One Year
- b. The services will be provided on 24 hours basis on all working days, non-working days inclusive of Sundays and holidays.
- c. Only UNARMED, Ex-serviceman/ Ex paramilitary personnel/ civilian guards in proper uniform with verified antecedents will be employed.
- d. Six unarmed guards in uniform with minimum TWO (02) guard per shift will be provided on 8 hours per security.
- e. The agency will be responsible for payment to these guards/security personnel. No payment or honorarium what so ever will be paid by Vidyalaya to the security personnel deployed by the agency.
- f. The agency will be responsible for ensuring proper conduct and discipline of the security personnel. Principal/VMC will have the right to direct the agency to remove/change any security guard without assigning any reasons.
- g. The agency will be responsible for taking all possible measures to safeguard the property, building and Vidyalaya premises. The agency will be held responsible for any loss of property due to negligence or failure to provide adequate security and will be liable to pay compensation. The agency will also be responsible for losses due to the negligence on the part of personnel employed by it.
- h. The security staff employed will be responsible for locking and opening of all class rooms, doors/windows and switching off all electric gadgets at the time of closing of the Vidyalaya. The security staff will also be responsible for checking of water taps if left open. Any property left outside by school staff in any class room or office left unlocked by school staff should be reported to the Principal immediately. The Principal/VMC will have the right to assign any other security/safety related duties to the security staff employed by the agency.

5. The tender shall be accepted under Bid System. The interested Service Providers are advised to submit Technical & Financial bids in sealed envelopes superscribing "**TECHNICAL/ FINANCIAL BID FOR PROVIDING SECURITY SERVICES**" to Kendriya Vidyalaya, DRDO, Bangalore.

**6. TECHNICAL BID of the service providers must necessarily be accompanied with Earnest Money of 25,000/- (Rupees Twenty Five Thousand Only), refundable (without interest), in the form of Demand Draft / Pay Order drawn in favour of 'Principal, Kendriya Vidyalaya, DRDO, Bangalore', failing which the tender shall be rejected summarily. ,**

7. The Service Tax for Kendriya Vidyalaya (Educational Institution) is exempted as per Government Rule.

8. The successful tenderer will have to deposit Performance Security Deposit (SD) of ` 10% of the contract value in the form of an Account payee Demand Draft. The performance security should remain valid for a period of **90 (ninety) days** beyond the date of cessation of the contract for initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tenderer.

9. Conditional bids shall not be considered and will be out rightly rejected.

10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the **Financial Bid Form**. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the **Technical Bid Application**, the same must be attested by the person authorized to sign the tender bids.

11. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

The attested copy of the **CERTIFICATE OF REGISTRATION** of firm should also be enclosed along with the tender alongwith the name of authorized partner to interact with Kendriya Vidyalaya, DRDO, Bangalore.

12. Each page of the tender document as well as annexure should be signed by the tenderer or by authorized signatories with seal of the firm.

13. The **TECHNICAL & FINANCIAL BID** shall be opened on the scheduled date and time (At 11:30 hrs on 2.03.2020), in the Vidyalaya in the presence of the representatives of the Agency / firm if any, who wish to be present at the time of opening the tender.

14. The **TECHNICAL BID** if not qualified will be summarily rejected.

15. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/Autonomous Body/ PSUs/ Banks, etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc, the earnest money/ Security Deposit of the firm/ Agency will be forfeited and the bid/contract will be rejected/ cancelled.

16. No bidding firm will be allowed to withdraw its bids . If any firm intends to withdraw opening of technical bids, it's Earnest Money (EMD) will be forfeited.

17. If after award of the contract, the successful bidder (L1) fails to provide required number of Security Guards the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.

18. The lowest (L1) bidder will be decided on the basis of weighted sum as defined in the Financial Bid form.

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## TERMS & CONDITIONS

1. The contract shall be valid for a period of one year from the date of awarding of the contract, which can be extended for such period as may be decided by the Principal, KV, DRDO, but not more than one year after review of performance.
2. The contract can be short closed on account of unsatisfactory services upon performance review by the Authority of Kendriya Vidyalaya, DRDO, Bangalore. The unsatisfactory service shall mean and include non-compliance and non-fulfilment of any of the contractual obligations by the Service Provider and or poor performance 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 its notice in writing by the authority of Kendriya Vidyalaya, DRDO, Bangalore.
3. By virtue of this agreement, no relationship will be created between the Safaiwalas/ Workers and Kendriya Vidyalaya, DRDO, Bangalore/ KVS. It will be the sole responsibility of the Service Provider to pay salary and other perks to its Security Guard Workers meeting all statutory obligations and no complaints by any of its Security Guard Workers in this regard will be entertained by the Kendriya Vidyalaya, DRDO, Bangalore / KVS.
4. The agreement can be terminated earlier by giving two month's written notice on Kendriya Vidyalaya, DRDO, Bangalore side and three months' notice on the side of Service Provider without assigning any reason and the decision of the Vidyalaya authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
5. The labourers should be physically and mentally fit.
6. The Security Guard Workers should be neatly dressed up with proper uniform and shoes.
6. The Contractor shall get the Security Guard Workers screened for **visual, hearing and major physical defects and contagious diseases** and will provide a certificate to this effect to the Vidyalaya. Only physically fit Security Guard Workers shall be deployed for duty by the Service Provider.
7. The Security Guard Workers should be well versed with local languages.
8. The Service Provider shall be fully responsible and liable for any theft, burglary, fire or any other mischievous deed done by its Security Guard Workers.
9. The Firm/Agency shall ensure that the wages to the Security Guard WORKERS will be paid by the Firm/Agency in accordance with the **MINIMUM WAGES ACT** in force as per **CENTRAL GOVERNMENT LABOUR ACT** and other mandatory rules as in force.
10. The said Firm/Agency will be solely responsible in regard to **LEGAL OBLIGATIONS** on Security Guard Workers employed by it and deployed in Kendriya Vidyalaya, DRDO, Bangalore.
11. Verification of **CHARACTER AND ANTECEDENTS** of the Security Guard Workers through **POLICE is mandatory** and shall be the responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter-alia that the Workers provided are of good character, duly verified by the Police from security angle should be provided to the Vidyalaya immediately after award of Contract. The Security Guard Workers shall not enter into any unlawful activity within the KV premises and shall have a good moral character.
12. The Vidyalaya shall not provide any accommodation or living facilities to the Security Guard WORKERS.

**13. Losses caused to the Vidyalaya due to negligence on the part of Security Guard will be recovered from the Agency/Contractor and immediate termination of the services. Further, if contracting agency fails to make good of the loss, the appropriate action as directed by competent authority will be initiated.**

14. The Security Guard provided by the Service Provider should be well mannered, courteous and polite. The Security Guard should not smoke or consume liquor while on duty and should not play cards, etc. in the Vidyalaya.

15. During the period of leave of any of the Security Guard, the Service Provider shall deploy another Security Guard with prior intimation to the Vidyalaya.

16. The Service Provider shall be responsible for complying with obligations under Service Tax, Income tax, ESI, PF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws, etc. The Service Provider shall be responsible for complying with obligations for damages to third party arising due to accident, etc.

17. It will be the responsibility of the Service provider to comply with all statutory obligations on his part arising out of this contract.

18. The quoted rates will be all inclusive of all charges, ***excluding Service Tax***, and no other charges will be paid extra. Service Tax, if applicable, will be paid extra by the Vidyalaya to the concerned Agency/ Service Provider on production of receipt by the Agency/ Service Provider.

19. The payment to the Agency / Service Provider will be made against running bills on monthly basis subject to services being satisfactory. The attendance record, acquaintance, EPF remittance of individual security guard, ESI remittance etc shall be required for processing of the payment. No payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. All payments shall be made by cheque/NEFT transfer only.

20. The Vidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties, if any.

21. The Kendriya Vidyalaya reserves the right to order any worker of the Service Provider to leave the premises of the Kendriya Vidyalaya if his/her presence at any time if felt undesirable.

22. The selected agency/ Service Provider shall have to execute an agreement on non-judicial stamp paper of ` 100/- to be signed by both the parties.

23. In case of dispute of any kind, the firm shall abide by the decision of the Kendriya Vidyalaya, DRDO, Bangalore. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act- 1996. The place of settlement of dispute shall be Bangalore. In the case of settlements of dispute is in the court, it will be in the jurisdiction of courts at Bangalore.

24. Any other provision may be incorporated by the Vidyalaya authority. The same shall also be binding on the Service Provider/ Agency.

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## PENALTY CLAUSE

Penalty will be levied, for the violation of terms & conditions of the contract in the following manner: **(Amount in ₹ )**

Sl. No.	Violation	Penal amount per month (₹)			Remarks
		First instance	Second instance	Third instance	
01	Liquidated Damages for Non-Performance to the Employer	2% of the monthly remuneration	5% of the monthly remuneration	10% of the monthly remuneration	For each violation
02	Not paid wages to the Security Guard to be paid through their bank account only.	500/-	1000/-	1500/-	On each occasion.
03	No security guard should be put for continuous duty for more than two shift	500/-	1000/-	1500/-	On each occasion
04	Absence of a Security Guard without deploying his replacement	500/-	1000/-	1500/-	For each violation.
04	Un-satisfactory operation of security services, delay in disbursement of wages etc.,	1000/-	2000/-	5000/-	Per day liable to be levied

XXXX



## TECHNICAL BID QUALIFICATION CRITERIA

The Applicant must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:-

A. The Office of the Applicant/ Service Provider should be located in Bangalore. (Proof of address to be provided)

B. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the **certificate of registration of firm** should also be enclosed along with the tender.

C. The Agency must have a minimum' of three years' experience in providing Security Services to Central Government Departments/Autonomous Body/ State Govt/ Public Sector Companies/Banks. Proof of at least one contract relating to services to Central Government/State Governments/ Autonomous Body/ PSUs/Bank in last three years along with attested copies of the work order should be enclosed.

D. The Agency should have its own Bank Account. Certified copy of the account maintained for 2016-17, 2017-18 and 2018-19 issued by the Bank, shall be enclosed.

E. The Applicant's agency (not individual) should be registered with **Service Tax department**. Certified copy of the registration shall be attached with the Bid document.

F. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department/ State Govt/ Autonomous Body/ PSUs/ Banks, etc.

G. If it is found that the information/ certificates furnished by the participating firm is incorrect / wrong or bogus, the firm shall be deemed blacklisted and its bids will be ignored and Bid Security/ Performance Security will be forfeited.

H. The agencies should remit earnest money deposit of Rs.25,000/- for participating in the tender bid.

### **I. EVALUATION OF BID :**

The bid will be treated as non-responsive if following documents are not attached :-

- (a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
- (b) Audited Balance Sheet & Profit and Loss Account of the last three years.
- (c) List of clientele during last 3 years along with cost of assignment.
- (d) PAN No. and Current IT clearance certificate.
- (e) Attested copy of proof of EPF registration along with attested copies of challans for EPF payment for the year 2018-2019.
- (f) Attested copy of proof of ESI registration.
- (g) Attested copy of proof of Service Tax Registration.
- (h) Attested copy of GST Registration.
- (i) Total number of employees in the Agency.
- (j) Police Department – License To Engage Security Services

XXX

**DECLARATION**

1. I, .....Son/Daughter/Wife of Shri.....Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I hereby undertake to work at **L1** rates as per the terms and conditions given in the tender documents.

**Signature of authorized person.....**

**Date:.....**

**Full**

**Name.....**

**Place: .....**

Mobile /Telephone No.....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

PERFORMA FOR TECHNICAL BID – SECURITY SERVICES		
1	Name of Agency	
2	Nature of the concern: (i.e. Sole Proprietor or Partnership firm or Company or a Government Department or a Public Sector Organization)	
3	Full Address of Registered Office Telephone No. FAX No. E-Mail Address	
4	Full address of Operating/ Branch Office in Bangalore. Telephone No. FAX No. E-Mail Address	
5	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last three years 2015-16, 2016-17, 2017-18) Telephone Number of Banker	
6	Registration No. / License No. of the Agency (attach attested copy of the Registration)	
7	Service Tax Registration No. (attach attested copy of the Registration)	
8.	GST No. (attach attested copy of GST)	
9	PAN No. of the Agency ( attach copy of card)	
10	Details of major contracts handled in last 03 (three years) with government bodies.	Attach as per format- Annexure-I
11	Self- certificate for non-blacklisting	Attach as per format- Annexure-II.
12	Total No.s of employees in the Agency	
13	Annual Turnover 2016-17 2017-18 2018-19	Rs. Rs. Rs.
14	Total Number of Working Experience in Years	_____
15	Tax Audit Report 2016-17 2017-18 2018-19	_____ _____ _____
16	Earnest Money of ` . 25,000/- in favour of ‘Principal, Kendriya Vidyalaya DRDO, VVN A/c, Bangalore ‘ is to be enclosed.	DD/ Pay Order No..... date..... Name of Bank & Branch..... .....
17	Acceptance of Terms & Conditions of tender documents.	Attach as per format – Annexure- III

Signature of authorized person.....

Date:.....

Place:.....

Name:.....

Seal:.....

**ANNEXURE-I**

<b>DETAILS OF CONTRACTS FOR PAST THREE YEARS</b>
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DETAILS OF MAJOR CONTRACTS WITH CENTRAL GOVERNMENT/AUTONOMOUS BODY/  
STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING  
AGENCY FOR PROVIDING **SECURITY SERVICES** DURING THE LAST TWO YEARS IN THE  
FOLLOWING FORMAT

(Attested copies of the last three years work award may be enclosed)

S. No.	Details of client along with address, telephone and FAX No.	Amount of Contract ( . Lakh per year)	Duration of Contract	
			From (date)	To (date)
1				
2				
3				
4				
5				

(If the space provided is insufficient, a **separate** sheet may be attached)

Date: .....

Place.....

Signature of Proprietor/authorized signatory.....

Name:.....

Seal .....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

**ANNEXURE-II**

Ref: F. No.....

Date:.....

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/S.....  
.....

(name & address of Agency/firm) is neither blacklisted by any Government Department/  
Autonomous Body/ PSU nor any criminal case is registered against the firm.

Date: .....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

**ACCEPTANCE OF THE TENDERERS:**

The Terms & Conditions enumerated in the document from **Sl. No.1 to 24** have been read by me/us and are acceptable to me/us.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

// TO BE FURNISHED ON THE LETTER HEAD OF THE SERVICE PROVIDER//

**DECLARATION BY THE TENDERERS:**

I/We, hereby undertake that payment to the workers deployed by the Agency are being paid as per existing approved wages of **CENTRAL GOVERNMENT** and the Agency has been complying with all the statutory provisions in respect of the workers deployed.

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....

**PERFORMA FOR FINANCIAL BID – SECURITY**

1	Name of the Building / Area with address	KENDRIYA VIDYALAYA,DRDO, BANGALORE – 560093	
2	Area / Blocks	Area of KV : 4.92 Acres approx. Office Block, Primary Block, Middle Block, Play Grounds, Open Area, Cycle /scooter/ Car Stands & toilets in each block. The Area/ compound is surrounded by a boundary wall with three gates.  (The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)	
3	No. of days during the month for which service is required.	24 Hours security services on shift basis on all days.	
4	No. of Securities required in the Vidyalaya	<b>06 ( Six) 8 hours duty each.</b>	
<b>Sl. No.</b>	<b>Details</b>	<b>Amount ( in Rupees) per Month</b>	
		<b>Securities ( Per person)</b>	
<b>I. FIXED (NOT NEGOTIABLE)</b>		<b>In figure</b>	<b>In Words</b>
1	Min. Wages per security as per notification from the Office of the Labour Commission of <b>Government of India</b> per Security. ( Labour Commissioner notification is to be enclosed).		
2	E.P.F. Charges, if applicable (Please enclose the proof of rates of concerned authority)		
3	E.S.I. Charges, if applicable ( Please enclose the proof of rates of concerned authority)		
4	Service Tax, if applicable (Please enclose the proof of rate of concerned authority)	N/A	N/A
<b>II. NEGOTIABLE</b>			
1	Service charges inclusive of Uniforms/Bonus etc., per SECURITY PERSONNEL- ( NOTE : the Service Charges should not be less than 1% on wages (Including profit and administrative charges)		
<b>III. TOTAL MONTHLY CHARGES FOR EACH SECURITY ( I + II)</b>			
<b>IV. TOTAL MONTHLY CHARGES FOR 06 (SIX) SECURITIES</b>			

Note:The paisa may be rounded off to next higher rupee (from 1 paisa to 99 paisa )

Date:.....

Place:.....

Signature of Proprietor/authorized signatory.....

Name :.....

Seal .....



# MODEL AGREEMENT

## MODEL AGREEMENT FOR SERVICE CONTRACT

### 1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] [MONTH] Two Thousand [YEAR] between the Kendriya Vidyalaya DRDO, C.V.Ramannagar, Bangalore (herein after called KV. DRDO which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 [NAME OF THE CONTRACTING AGENCY] a [COMPANY/FIRM] registered office at [ADDRESS] (hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

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

- (i) Square Bracket [ ] : these brackets indicate the following;
- (a) [xxxxxxxx] : 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 premises of KV. DRDO, Bangalore [on/in/for] [name the area of service contract].

1.2.2 WEHREAS KV DRDO, Bangalore at its premises located in C.V.Ramannagar, Bangalore (hereinafter called the INDENTING OFFICE) is seeking service on contract for Security Services [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 KV, DRDO, Bangalore 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/indentfy] 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 the 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.

Total Monthly Remuneration = Monthly Remuneration - A

Where A =  $\frac{\text{Monthly Remuneration} \times \text{Nos. of days of Present}}{\text{No.of days in the month}}$

**1.7.4 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.

**21 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 Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi - 110067. The decision of the Joint Commissioner (Admn.), Kendriya Vidyalaya Sangathan (HQ), New Delhi - 110067 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.

**CHECK LIST FOR TECHNICAL BID**

1. I /We have gone through the contents of the tender documents received from Kendriya Vidyalaya, DRDO, Bangalore for providing service of .....  
..... (Security Service)
2. I/We affirm that our Agency is implementing **MINIMUM WAGES ACT** in force at Bangalore..
3. The Technical bid duly filled in by a person authorized by the Agency/ Service Provider, in prescribed proforma, is placed at **Page No.1.**
4. Proof of address of the Agency is placed at **Page No.2**
5. Banker’s Certificate has been placed at **Page No.3**
6. Attested copy of Registration of Agency is placed at **Page No.4**
7. In case of partnership, proof as required under Technical Bid Qualification Criteria is placed at **Page No.5**
8. Attested copy of Registration with Service Tax is placed at **Page No.6**
9. Attested copy of PAN No. is placed at **Page No.7**
10. Attested copy of Police Department – License To Engage Security Services placed at **Page No. 8**
11. Annexure: I to IV, as prescribed, are duly filled in and are enclosed herewith.
12. Demand Draft for Rs.25,000/- for three services favouring – ‘Principal, Kendriya Vidyalaya, DRDO, VVN A/c, Bangalore’ towards EMD is attached to the Technical Bid document.

12. Any other document, not mentioned above.....  
.....  
.....is/ are also enclosed.

Date:.....  
Place.....

Signature of Proprietor/authorized signatory.....

Name : .....

Seal .....