

केन्द्रीय विद्यालय जवाहरनगर
ग्राम+पोस्ट- सुतिहारा, वाया-सुरसण्ड,
जिला-सीतामढ़ी – 843331 (बिहार)

KENDRIYA VIDYALAYA JAWAHARNAGAR

VILL+POST- SUTIHARA, VIA- SURSAND

DISTT- SITAMARHI – 843331 (BIHAR)

EMAIL: 1965kvjawaharnagar@gmail.com

Website: <https://jawaharnagar.kvs.ac.in>



TENDER DOCUMENT

SECURITY SERVICES, CONSERVENCY & other manpowers

2023-24

GEM BID NOTICE

E-Tenders are invited from eligible Security agencies having experience of handling the Security Services work in reputed organizations preferably in Government or Public Sector for at least five years and providing Certificate of Satisfactory Performance from such clients to be enclosed.

Bidders have to deposit the Earnest Money Deposit (EMD) of requisite amount, if applicable, as per bid details on GEM portal in the form of Demand Draft drawn in favour of **"KENDRIYA VIDYALAYA JAWAHARNAGAR VVN ACCOUNT "** payable at **SITAMARHI**.

The interested bidders should upload duly filled signed Bid form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical bids duly signed on the GEM portal within the stipulated / last date of BID.

Bid Documents are also available for viewing on the website of Kendriya Vidyalaya Jawaharnagar i.e. <https://jawaharnagar.kvs.ac.in>

TENDER DOCUMENT

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

Sir/Madam,

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

2. Competitive Bids are invited on GeM Portal by the Principal, Kendriya Vidyalaya ,Jawaharnagar from the reputed/registered Consultant / Service Provider Firm for providing Manpower through service contract initially for a period of 01 (one) year w.e.f. 01/10/2023, which may likely to be extended by another one year, as indicated below:

S.No.	Category of Manpower	Expected Nos.	Minimum qualifications or/and experience
1.	Conservancy Services	(Minimum 4 person)	Class-VIII passed.
2.	Security Services	(Minimum 3 person)	Class-VIII passed.
3.	Gardening Services	(Minimum 1 person)	Class-VIII passed.
4	Electrician	(Minimum 1 person)	Professional qualification

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

S.No.	Category of Manpower	Responsibilities
1.	Conservancy Services	As mentioned in Scope of work
2.	Security Services	As mentioned in Scope of work
3.	Gardening Services	As mentioned in Scope of work
4	Electrician	As mentioned in Scope of work

3. Quoted Price :

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges (including profit and administrative charges) in the format of quotation only attached (Annexure - A).
- (b) The GST and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended. In case of change in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. %age of profit/service charge etc. As such, the bidder while submitting the bid should specifically, quote the rate etc. in this regard.
- (d) Submission of EMD is exempted for all including MSME/SSI/Udhyog Aadhar Registered service provider(Non-consultancy) firms if documentary proof has been uploaded..
- (e) The selected firm has to furnish Performance Security in the form of an account payee Demand Draft for an amount of 10%(Ten) of tender value for 12 months (lumpsum) drawn in favour of the M/s KENDRIYA VIDYALAYA JAWAHARNAGAR VVN Ac payable at SITAMARHI valid for 60 days beyond the date of completion of all contractual obligations from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award.
- (f) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

5. Validity of Bid:

The Bid shall remain valid for a period not less than 90 days after the deadline fixed for submission of Bids.

6. Terms and Conditions:

- (a) The remuneration to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff directly by cheque/RTGS/NEFT, after obtaining authorization from engaged staff.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the K.V. Jawaharnagar's office/premises on satisfactory work/actual attendance of their employees as per the monthly remuneration without any deduction.
- (c) The Contracting Agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the K.V. Jawaharnagar's office/premises on satisfactory work/actual attendance of their employees supported with the following documents: -
 - (i) Details of disbursement made to the staff furnishing cheque/RTGS/NEFT details for each payment.
 - (ii) Proof of payment of statutory obligation such as EPF, ESI and any other applicable tax.Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice.
- (d) The Contracting Agency will provide Identity Card with mention of EPF/UAN and ESI numbers, to all his employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (f) It is mandatory for the contracting agency to submit the attested copy of license obtained from the Home Department of States/Central under PSARA act, for running the business of private security agencies, failing which the bid will be treated as disqualified/non-responsive.
- (g) The normal office hours of the Principal, Kendriya Vidyalaya Jawaharnagar, are 24 hours for seven days from Monday to Sunday. However, Kendriya Vidyalaya , Jawaharnagar, reserves the right to request the services on Saturday/Holiday/beyond office hours and services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the indenting agency as per the rate quoted.
- (h) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

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

where $A_1 = \frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days of absence}$

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

- (k) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the KV, Jawaharnagar, reserves the right to claim and recover damages from Contracting Agency.
- (l) The antecedents of all the workers will be got verified from the police by the Contracting Agency and submitted to K.V. Jawaharnagar before deployment for work.
- (m) The Contracting Agency will deploy the trained security guards, who are below the age of 50 years as well as physically & medically fit.
- (n) The K.V. Jawaharnagar shall provide a small guard room/space for security guards deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.
- (o) The Contracting Agency shall provide to their security personnel with impressive summer uniform as well as winter uniform with insignia.
- (p) The contracting agency will get allotted with activated UAN(Universal Account Number) for all members/Staff duly linked with their mobile numbers so as to received SMS by them about EPF credits every month. Also ensure to get them e-passbooks from EPFO Website.

7. Evaluation of Bid:

The indenter will evaluate and compare the Bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms & conditions in the following manner:

- (i) The bid will be treated as non-responsive if following documents are not attached :-
 - (a) Attested copy of license under (PSARA Act.) Private Security Agency Regulation Act obtained from the Home Department, State of Bihar for running the business of private security agencies valid upto 31.03.2024
 - (b) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 5 (five) years. Include affidavit that not black listed by any govt. organization on legal paper.
 - (c) Audited Balance Sheet & Profit and Loss Account of last 5 years.
 - (d) List of clientele during last 5 years along with cost of assignment.
 - (e) PAN No. and Current IT clearance certificate.
 - (f) Attested copy of proof of EPF registration.
 - (g) Attested copy of proof of ESI registration.
 - (h) Attested copy of proof of Bihar GST Registration.
 - (i) Attested copy of proof of Shop & Establishment, Bihar State.
 - (j) Attested copy valid Labour License Contract labour Act 1970
 - (k) Attested copy of ISO 9001:2015, ISO 37500:2014, ISO 45001:2018 & ISO 18788:2015 Certificate
 - (l) Work Experience must be KVS/Similar institution
 - (m) In case of equal rate quoted by the firm, priority will be given to the best experience and higher turnover.
 - (n) Geographic Presence: Office registration certificate: Bidder should have one registered office in Sitamarhi(Bihar) OR Muzaffarpur(Bihar) OR Hajipur(Bihar) OR Patna(Bihar)
 - (o) The amount Rs. 500/- to be paid / remitted to Vidyalaya VVN Account as tender fees. Details of the account is:
 - (p) Name of Account : Kendriya Vidyalaya, Jawaharnagar VVN AC Account No : 572602010009889 IFSC Code: UBIN0577421

- (i) Submission of EMD is exempted for all including MSME/SSI/Udhyog Aadhar Registered firms/Service provider (documentary proof must be uploaded)
- (ii) Remuneration of staff, quoted below minimum wages applicable for Un-skilled, Semi-skilled, Skilled staff, in the Govt. of India shall render the Bid disqualified for evaluation. Also the rates for service charges/profit are quoted as NIL the bid will be treated unresponsive.

- (iii) It is mandatory for the Contracting agency to submit/upload the attested copy of Valid registration certificate obtained from the competent department of BIHAR /Central Govt. for deploying Security Guard and Conservancy Works, failing which the bid will be treated as disqualified /non-responsive.
- (iv) List of Clientele during last 5 years along with cost of assignment
- (v) Bidder Office location must be in located in Patna(Bihar), Hajipur(Bihar) OR Muzaffarpur(Bihar) OR Sitamarhi(Bihar) on the basis of valid documentary proof.
- (vi) The evaluation will be done on the basis of total for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.
- (vii) In Case of Tie in the L1 Vendor/ Service provider the decision of Chairman, VMC/ DC, KVS RO will be binding. Preference will be given to the firms working in Kendriya Vidyalaya least 3 years.
- (viii) Annual turnover of the bidder should be minimum of Rs. 5(five) Crore in last three financial year 2020-21,2021-22,2022-23 Last three financial year annual report (from audited CA) showing details of their annual turnover should be submitted.

8. Award of Contract:

- (a) The Indentor will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The Indentor reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (c) The indentor prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indentor reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.
- (e) RECOVERY- Kendriya Vidyalaya Jawaharnagar shall have right to impose cash penalty on the agency or deduct such amount from its Performance security deposit in case of Kendriya Vidyalaya Jawaharnagar being put to any financial loss directly or indirectly by any act of commission on the part of agency.
- (f) Notice of Termination of Contract: - The Contract can be terminated without assigning any reason giving prior one month notice in writing.

9. Last date and time of receipt of Bids:-

You are requested to submit the Sealed Bids superscribed on GEM PORTAL for providing Housekeeping/Conservancy OR Round the clock Security Services as whole job OR Gardening or Electrician“ on service charge basis" due on 09/09/2023.

Bid will be opened through Gem e-tendering process for this purpose after last date and time of submission of Bid on GeM Portal. If the last date of depositing and opening of tenders happens to be declared Holiday, then the tenders will be deposited/opened on the next working day, other terms and conditions and the time schedule remaining unchanged.

Yours faithfully,

Encl: As above

PRINCIPAL
For and on behalf of the
Kendriya Vidyalaya Sangathan

PERFORMA FOR TECHNICAL BID – CONSERVANCY/SECURITY/GARDENER/ELECTRICIAN 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 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 2020-21 to 2022-23) Telephone Number of Banker	
6	Registration No. / License No. of the Agency (attach attested copy of the Registration)	
7	GST Registration No. (attach attested copy of the Registration)	
8	PAN No. of the Agency (attach copy of card)	
9	Details of major contracts handled in last 03 (three years) with government bodies/ KVS	
10	Self- certificate for non-blacklisting and Declaration	
11	Total No's of employees in the Agency	
12	Annual Turnover 2020-21 2021-22 2022-23	Rs. Rs. Rs.
13	Total Number of Working Experience in Years	
14	Tax Audit Report 2018-19 2019-20 2020-21 2021-22 2022-23	
15	Attested Copy of License obtained from Govt of Bihar under PSARA Act to run private security agency (attach a copy)	

Signature of authorized person.....

Date:.....

Place:.....

Name:.....

Seal:.....

Annexure: B

DETAILS OF CONTRACTS FOR PAST FIVE YEARS

DETAILS OF MAJOR CONTRACTS WITH KVS/CENTRAL GOVERNMENT/AUTONOMOUS BODY/ STATE GOVERNMENTS/PSUS/ REPUTED PRIVATE FIRMS HANDLED BY THE TENDERING AGENCY FOR PROVIDING **SECURITY/CONSERVANCY/ HOUSE KEEPING SERVICES/GARDENER/ELECTRICIAN** DURING THE LAST FIVE YEARS IN THE FOLLOWING FORMAT

(Attested copies of the last five 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-C

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//

Annexure-D

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. (Latest EPF/ESI statement attached)

Date:.....

Place.....

Signature of Proprietor/authorized signatory.....

Name :

Seal

KENDRIYA VIDYALAYA JAWAHARNAGAR

Name of the Bidder: _____

TABLE-A**Manpower charges Security Guards (Un-skilled) per month (24x7 with Reliever) Area (C):**

DESCRIPTION	DESCRIPTION OF WAGES & ALLOWANCES		Amount per person per month	Total Amount per Month (Total amount at Sl.No.6 of Col.6x3 Nos.)
1	2		3	4
SECURITY GUARD	1	Minimum wages (BasicWages+VDA) 26 days @695/-	18070	72714.39
	2	ESI @ 3.25%(on Sl.No.1)	587.28	
	3	EPF @ 13% (on Sl.No.1)	2349.1	
	4	Total cost for 26 days (Sl.No.1+2+3)	21006.38	
	5	Cost of Reliever (04 days)	3231.75	
	6	TOTAL AMOUNT (4+5)	24238.13	

SERVICE CHARGE

DESCRIPTION (5)	SERVICE CHARGE IN TERM OF (%) (6)	Service Charge in terms of Amount in Rs. (7)	Total Amount (Inclusive of Service Charge) (8)
Service Charge On Grand Total of (Colum No.4 of Table A)			

Note:

1. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder alongwith other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc. are as per statutory provision.
2. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Date :
Place :

Signature of Owner/Managing Partner/Director
Full Name :
Company's Seal

KENDRIYA VIDYALAYA JAWAHARNAGAR

Name of the Bidder: _____

TABLE-A**Manpower charges Conservancy Staff (Sweeper) per month Area (C):**

DESCRIPTION	DESCRIPTION OF WAGES & ALLOWANCES		Amount per person per month	Total Amount per Month (Total amount at Sl.No.6 of Col.4x4 Nos.)
1	2		3	4
Sweeper	1	Minimum wages (BasicWages+VDA) 26 days @494/-	12844/-	59724.60
	2	ESI @ 3.25%(on Sl.No.1)	417.43	
	3	EPF @ 13% (on Sl.No.1)	1669.72	
	4	Total cost for 26 days (Sl.No.1+2+3)	14931.15	

SERVICE CHARGE

DESCRIPTION (5)	SERVICE CHARGE IN TERM OF (%) (6)	Service Charge in terms of Amount in Rs. (7)	Total Amount (Inclusive of Service Charge) (8)
Service Charge On Grand Total of (Colum No.4 of Table A)			

Note:

1. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder along with other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc. are as per statutory provision.
2. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Signature of Owner/Managing Partner/Director

Date :

Full Name :

Place :

Company's Seal

KENDRIYA VIDYALAYA JAWAHARNAGAR

Name of the Bidder: _____

TABLE-A**Manpower charges Conservancy Staff (Gardener/Mali) per month Area (C):**

DESCRIPTION	DESCRIPTION OF WAGES & ALLOWANCES		Amount per person per month	Total Amount per Month (Total amount at Sl.No.6 of Col.4x1 Nos.)
1	2		3	4
Gardener/Mali	1	Minimum wages (BasicWages+VDA) 26 days @424/-	11024/-	12815.40
	2	ESI @ 3.25%(on Sl.No.1)	358.28	
	3	EPF @ 13% (on Sl.No.1)	1433.12	
	4	Total cost for 26 days (Sl.No.1+2+3)	12815.40	

SERVICE CHARGE

DESCRIPTION (5)	SERVICE CHARGE IN TERM OF (%) (6)	Service Charge in terms of Amount in Rs. (7)	Total Amount (Inclusive of Service Charge) (8)
Service Charge On Grand Total of (Colum No.4 of Table A)			

Note:

1. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder along with other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc. are as per statutory provision.
2. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Signature of Owner/Managing Partner/Director**Date :****Full Name :****Place :****Company's Seal**

KENDRIYA VIDYALAYA JAWAHARNAGAR

Name of the Bidder: _____

TABLE-A**Manpower charges Staff (Electrician) per month Area (C):**

DESCRIPTION	DESCRIPTION OF WAGES & ALLOWANCES		Amount per person per month	Total Amount per Month (Total amount at Sl.No.6 of Col.4x1 Nos.)
1	2		3	4
Electrician	1	Minimum wages (BasicWages+VDA) 26 days @494/-	12844/-	14931.15
	2	ESI @ 3.25%(on Sl.No.1)	417.43	
	3	EPF @ 13% (on Sl.No.1)	1669.72	
	4	Total cost for 26 days (Sl.No.1+2+3)	14931.15	

SERVICE CHARGE

DESCRIPTION (5)	SERVICE CHARGE IN TERM OF (%) (6)	Service Charge in terms of Amount in Rs. (7)	Total Amount (Inclusive of Service Charge) (8)
Service Charge On Grand Total of (Colum No.4 of Table A)			

Note:

1. The selection of the vendor will be decided on the basis of Service Charge quoted by the bidder along with other parameter like minimum wages, ESI Contribution, EPF Contribution (Employer Share), GST etc. are as per statutory provision.
2. The minimum wages shall be as per the structure issued from time to time by the office of the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt. of India.

Signature of Owner/Managing Partner/Director**Date :****Full Name :****Place :****Company's Seal**

CHECK LIST OF DOCUMENTS TO BE UPLOADED

Sl.No	Document	Uploaded/Not Uploaded
1	Tender document signed and stamped (Terms & Conditions and Other Instructions etc.)	
2	Audited Balance Sheet (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23)	
3	EMD	
4	Proof of Exemption Certificate if exempted from EMD	
4	Registration / Incorporation Certificate	
5	Labour License under the Contract Labour Act (1970)	
5	ESIC Registration with latest paid challan	
6	EPFO Registration with latest paid challan	
7	GST Registration	
8	PAN Number	
9	Declaration Form	
10	Technical Bid	
11	Financial Bid	
12	Satisfactory Performance Certificate from the previous Employer	
13	Bidder Office location documentary proof.	

MODEL AGREEMENT FOR ENGAGING OF AGENCY FOR PROVIDING SERVICES
FOR HOUSEKEEPING/CONSERVANCY, SECURITY ,GARDENING AND ELECTRICAN IN
KENDRIYA VIDYALAYA ,JAWAHARNAGAR

This agreement is made and entered into on the day of month of 20.... between Kendriya Vidyalaya Jawaharnagar (hereinafter called the Vidyalaya) of the one part and M/s (Hereinafter called the Contractor) for the other part.

Whereas, the Vidyalaya desires to have certain services as mentioned in the Appendix-I/II/III/IV/V to this Agreements executed on the basis of specification / Schedule / Rates and each of which documents and shall be treated as part or parts of this Agreement.

Now, it is hereby agreed by and between the parties as follows:

1. For the consideration hereinafter mentioned, the contractor shall, upon and subject to the conditions annexed hereto, execute and complete the works as shown and described.
2. That the Agreement/Contract is valid for a period of
3. The Vidyalaya will pay the contractor a lump-sum amount of Rs (Rupees) Half Yearly of such other sum as shall become due and payable hereunder in accordance with the rates or acceptance of the schedule of rates at the time and in the manner specified in the conditions:

CONDITIONS:

1. The said contractor shall execute/provide the services as mentioned in Appendix-I/II/III/IV/V with his own efforts and labour according to the directions of the Vidyalaya or its duly appointed person/agent given from time to time.
2. The said contractor shall during the currency of the Agreement provide such labour as is required for carrying out the service as contained in the Appendix- I/II/III/IV/V.
3. The said contractor shall execute the said services under his direct personal supervision and in the best workman like manner and shall not on any account whatsoever, employ a sub-contractor except with the prior written consent of the Vidyalaya, which the Vidyalaya may in its absolute discretion withhold without assigning any reason.
4. The Vidyalaya shall pay to the said Contracting agency within 15 days from the date of the receipt of the invoice according to the approved rates mentioned in the schedule/rates appended hereto.
5. The Vidyalaya shall not be liable to pay any sum of money to the contractor or any one else claiming under this contract over and above what is payable under this contract to the contractor.

6. All moneys which the said contractor shall be liable to pay to the Vidyalaya on account of the breach of this agreement/contract or on any other account shall be deducted by the said Vidyalaya from and set off against any money or moneys which may be due to the said contractor on account of the carrying out the service of the contractor.
7. The Contractor shall remain liable to and shall indemnify the Vidyalaya in respect of all causes of action, claims, damages, compensation or costs, charges and expense arising out of any accident or injury sustained by the students or employee of the Vidyalaya or anyone else in the Vidyalaya, cause directly or indirectly by anyone in the employment of the contractor of any person claiming to be the agent of the contractor etc. While in or upon the services being rendered out of any act, default or negligence, error in judgment on his part.
8. The Vidyalaya shall be entitled to determine this agreement contract and discharge the contractor without prejudice to other rights and remedies available to it, if the contractor shall become insolvent or fails and /or neglects to carryout instructions on its behalf or to complete the services or suspend the same or delay the progress thereof without reasonable cause. It is made clear that the essence of this contract is the satisfaction on the Vidyalaya regarding the performance and proper execution of the services.
9. In case of termination of this Agreement or Contract and/or discharge of the contractor as herein before stipulated, the Vidyalaya shall be entitled to appoint a new contractor or contractors to use any plant, materials and the property of the contractor left upon and the contractor shall, in such case lose and forfeit all the interest whatsoever under this Agreement or Contract, except his claim for money unpaid on settlement of account between the parties and scrutiny of all his bills.
10. The contractor shall, at all point of time during the currency of the Agreement/Contract, follow the laws applicable for the purpose of carrying out the service for the Vidyalaya.
11. The Contractor shall carry out any work that may arise directly or indirectly for executing the services, which may be incidental for the purpose of rendering the said services.
12. In case any dispute or difference shall arise between the parties during the currency of or after the agreement/contract has come to an end after the period of this agreement gets over whichever is earlier or abandonment of the work/services as to the meaning of this contract or touching or relating either to the services or to any other matter arising directly or indirectly under this agreement/ contract, then, and in such an event, the same shall be referred to Arbitrator and the final decision of a single Arbitrator to be appointed by the Vidyalaya who alone shall consider and determine the same and whose certificate or award shall be binding and conclusive upon both the said parties.

In witness whereof the said Vidyalaya and the Contractor have hereto respectively signed on the day month and 20..... year.