

**TENDER DOCUMENT:**  
**FOR**  
**MANPOWER SERVICE PROVIDER**

KENDRIYA VIDYALAYA ARA ZERO MILE EKONA  
ARA, BHOJPUR, BIHAR  
PIN-802302.  
WEBSITE: [www.kvara.edu.in](http://www.kvara.edu.in)

**Price: Rs.200/-**

{Those who download the tender document from Website should enclose a DD for Rs.200/-towards cost of tender)

# **Tender Notice**

**No.F.20-30/2019-KVARA/AT-OS/**

**Date:26.06.2019**

**Notice inviting Tender for award to contract for providing services of Watch and ward, gardener, Sweeper with cleaning material and Sub-Staff for library.**

Sealed tenders are invited from reputed service provider for a period of One years w.e.f the date of effectiveness of the agreement on contract basis for their engagement in KV ARA, Which may be extended for another one year subject to satisfactory services and approval of VMC.

. The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the website [www.kvara.edu.in](http://www.kvara.edu.in). The downloaded tender document should be accompanied with a DD for Rs.200/- along with the tender bid. The EMD of Rs.75000/-(Rupees Seventy Five thousand only) should also be paid by Demand Draft in favour of KV ARA payable at Ara along with the bid. The date, time and place for submission of tender document and opening is on 19.07.2019 by 2.00 PM at KV ARA OFFICE. Date and timing may vary due to unavoidable circumstance and in that case it will be intimated on Vidyalaya website.

Principal  
KV ARA

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KENDRIYA VIDYALAY A SANGATHAN

**TENDERDOCUMENT**

**For providing services of  
Watch and ward, gardener, Sweeper with cleaning  
material and Sub-Staff for library.**

**Tender Schedule**

{ a) Last date and time for Submission: 19.07.2019 up to 2.00 PM in KV ARA  
Of Tender Document OFFICE  
Zero Mile Ekona, Ara, Bhojpur,  
Bihar -802302

Note: Late bid shall be out rightly rejected.

(b) Date and time for opening of

(i) Opening of Bid documents: 19.07.2019 up to 2.00 PM in KV ARA  
OFFICE

## ∴ SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Scope of work: The following manpower is required on monthly basis which may increase/decrease in any/all the categories as per need of Kendriya Vidyalaya Ara, Zero Mile Ekona, Ara, Bhojpur Bihar-802302.

S.No	Name of the Post	No. of post	Minimum Qualification	Responsibilities
1.	Watch and Ward (Without Arms)	03	He must be physically fit and mentally sound and should be fit to work even in odd hours. He should have working experience in this field for 6 months preferably and 6 <sup>th</sup> pass.	To guard the premises and keep it safe and secure.
2.	Gardener	01	---Do---	To develop and maintain vidyalaya gardens and greeneries.
3.	Sub Staff For Library	01	Do & 10 <sup>th</sup> Pass	Assisting librarian & Maintaining library books, magazine in order.
4.	Sweeper	05	-Do-& Primary education. Out of five sweepers, Two sweepers must be lady.	Sweeping of entire area of building class rooms, toilet, passage surrounding of building and collection of west material and disposal.
5	Supervisor for cleanness / Sub staff	01	-Do-and 12 <sup>th</sup> Pass.	To supervise the workers for cleanliness garden and assisting in office maintenance.
6	Cleaning Material	Ful Broom, Floor Mopping, Narial Broom, Nephthalline Ball, Disinfectant/ Phenyle, harpic, bleaching powder. odonil, Sweeping brush, Detergent, Scrub Brush, toilet Brush, Acid, Room freshner, Lequied soap / Dettol, Dustbin with lead, Etc.		

**The agency has to clearly mention the average cost of material per month in annexure A along with bidding price of other columns. Failure to mention the particulars will lead to rejection the tender. Provision of sufficient soap, liquid soap and other items to maintain toilet including placing of sufficient quantity of naphthalene balls & cakes in the urinals & wash basins is must.**

- The KV Ara requires the services of reputed, well established and financially Sound Manpower Service Provider having experience in providing services of Watch and ward, gardener, Sweeper with cleaning material and Sub-Staff for library on contract basis for their engagement in KVARA.
- The contract for providing the aforesaid manpower is for a period of One year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The KVARA however, reserves right to terminate this initial contract at any time after giving one week's notice without assigning any reason to the selected Service Provider.
- E-mail/Fax bids will be summarily rejected. Late bid shall be out rightly rejected.
- The tender is invited in single bid system however all the supportive documents for requisite eligibility must be attached with the bid. The interested Service Provider are advised to submit two separate sealed envelopes super scribing "Technical documents for Providing Manpower Services to KV ARA. and "Financial Bid for Providing Manpower Services to KV ARA". Both sealed envelopes should be kept in a sealed envelope supers scribing "Tender for Providing Manpower Services to KV ARA".

6. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft/pay order drawn in favour of "KV ARA" and payable at Ara should be accompany the Technical documents failing which the tender application shall be rejected summarily.
7. The successful tenderer will have to deposit a Performance Security Deposit of Rs.1.5 Lac in the form of DD in favour of "KV ARA" payable at "Ara" covering the period of contract within seven days from the date of signing of the agreement. In case, the contract is further extended beyond the initial period, the Bank Guarantee shall be accordingly renewed by the tenderer.

### **MINIMUM ELIGIBILITY CRITERIA**

8. (a) **Legal valid entity:-**the bidder/bidding firm shall necessarily be a legally valid entity in the form of a Limited Company or a private Limited Company registered under the companies Act, 1956 or Limited Liability partnership Firm/partner Firm under the LLP Act, 2008 or Indian Partnership Act, 1932. The proof for supporting the legal validity of the Bidder/Bidding firm shall be attached.  
  
(b) **Registration:-**The bidder/Bidding firm must be registered with the income tax and also register tender the Labour Laws/ rules, Employees Provident fund organization, employee's state insurance corporation. The proof in support of the same shall be attached.  
  
(c) The service provider must have a minimum turn-over of **Rs. 40 Lacs** per annum for the last three consecutive years as per the audited statement of accounts. The bidder organization should be a profit making one in the preceding two financial years.  
  
(d) **Clearance:-**The Bidder /Bidding firm must have clearance from sales Tax, service Tax department and income tax department. The proof in support of the same shall be attached.  
  
(e) **Experience:-** The bidder shall have experience in the similar field of providing Security, Gardner, house-keeping services in the Government Ministries/Departments/Public sector(Central or State) for **the last five consecutive year**. In case no bidder has provided government experience/ public sector experience, then the bidders with 05 experiences in reputed organization may be considered by the competent Authority of the client.

**There should be no case pending with the police against the proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.**

### **DOCUMENT SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA**

The tendering service Providers are required to enclose photocopies of the following documents (duly self-attested) ALONG WITH THE Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:

- (i)
  - (a) **Copy of the Service Tax Registration certificate of the Service Provider Issued by the competent authority.**
  - (b) **Copy of PAN/ Current IT Clearance certificate.**
  - (c) **Attested Copies of EPF registration.**
  - (d) **Attested Copies of ESIC registration.**
  - (e) **Attested Copies of proof of valid service tax registration.**
  - (f) **Copy of the Labour License/Registration under the Contract Labour (Regulation &Control) Act, 1970**
  - (g) **Certified extracts of the Bank Account containing transactions during last three consecutive years.**
  - (h) **Experience certificate of providing manpower services to Government Department/PSU etc.**
  - (i) **Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency as a token of acceptance.**

- (j) **ISO certificate (only Manpower supply)**
- (k) **Audited balance sheet of profit and loss account of last three years.**

## **Terms and Condition**

- (I) The Contracting Agency will submit the invoice/ bill along with proof of disbursement in duplicate after making the payment to the employees deployed to the KVS Ara supported with the following documents:-
  - i. Details of disbursement made to the staff furnishing cheque details for each payment/ECS Mode.
  - ii. Proof of payment of statutory obligation such as EPF, ESI, Service Tax and any other applicable tax.Payment to the Contracting agency will be released within 15 days of the invoice/bill normally except extra ordinary cases.
- (II) The remuneration shall be disbursed through cheque / RTGS.
- (III) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees deployed to the KVS Ara as per the monthly remuneration quoted.
- (IV) The Contracting Agency will provide identity card to all his employees deputed as per the format suggested by the indenting Office valid for the period of contract.
- (V) **Adequate amount if not quoted towards service charges/charges of Uniforms / Bonus, overhead – Profit, etc. may render the bid disqualified for evaluation.**
- (VI) **Adequate amount if not quoted towards the cost of material (For sufficient quantity and quality of material to be used for a whole month for keeping the office / Vidyalaya rooms and toilet neat and clean and in hygienic condition) may also render the Bid disqualified for evaluation.**
- (VII) The evaluation will be done for all items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.
- (VIII) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the indenter/Client.
- (IX) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV ARA.
- (X) The contracting Agency will be required to sign a contract with the KV ARA as per the Model Contract conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (XI) In case of any loss, theft/ sabotage caused by/ attributable to the personnel deployed, the KVS reserve the right to claim and recover damages from Contracting Agency.
- (XII) **The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.**

(XIII) Any conditional bids shall not be considered and liable to be out rightly rejected.

(XIV) 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. **Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail.** No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

(XV) The principal of the KV ARA reserves the right to annul all bids without assigning any reason

(XVI) The quoted rates shall not be less than the minimum wage fixed/notified by the Central Gov. and State Gov. and shall include all statutory obligations.

The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the Government /KV ARA shall not be liable to pay any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released Until the service provider produces the proof of up to date payment of EPF & ESI Contribution.

(XVII) All documents submitted shall be consecutively numbered : having , signature of the authorize~ signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is not signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

(XVIII)The KV ARA reserves· the right to call for any document in original including the bank account to verify the veracity of the documents.

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

**Total Monthly Remuneration = Monthly remuneration-A<sub>1</sub>**

where A<sub>1</sub> =  $\frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{Nos. of days absence}$

## 10. Award of Contract :

- (a) The Indenter will award the contract to the bidder whose Bid has been determined to be substantially responsive and who has offered the lowest price as per para 7.
- (b) The Indenter reserves the right at the time of award of contract to increase or decrease the requirement of manpower indicated in para 2 above.
- (c) The indenter prior to the expiration of the Bid validity period will notify the bidder whose Bid is accepted for the award of contract. The terms of the accepted offer shall be incorporated in the contract.
- (d) Notwithstanding the above, the Indenter reserves the right to accept or reject all Bids and to cancel the bidding process and reject all Bids at any time prior to the award of the contract.



**APPLICATION for BID**  
**(For- Providing Manpower Services to KV RA)**

**SECURITY HOUSEKEEPING SERVICES**

1. NAME OF COMPANY: \_\_\_\_\_

Whether Govt /Semi Govt /Private: \_\_\_\_\_

Proprietor/Partnership/ \_\_\_\_\_

2. ADDRESS : \_\_\_\_\_

3. CONTACT PERSON'S NAME: \_\_\_\_\_

Phone Landline : \_\_\_\_\_ Mobile: \_\_\_\_\_

Email ID : \_\_\_\_\_

4. PAN NO. \_\_\_\_\_

(Please enclose attested photocopy and attach copy of clearance certificate)

5. GST No. \_\_\_\_\_

(Please enclosed attested photocopy)

6. SERVICE TAX NO. \_\_\_\_\_

Please enclosed attested photocopy)

7. EPF Registration no. \_\_\_\_\_

(Please enclosed attested copy)

8. **Details of Bank :**

Name of Bank : \_\_\_\_\_

Name of Branch : \_\_\_\_\_

Account No. : \_\_\_\_\_

IFSC Code. : \_\_\_\_\_

9. ANNUAL TURNOVER FOR THE LAST 3 YEARS (Please enclose copy of documents)

2016-17 : \_\_\_\_\_

2017-18 : \_\_\_\_\_

2018-19 : \_\_\_\_\_

10. Please enclose photocopies of attested balance sheet and P&L A/c.

11. Experience of work during the last three years along with cost of assignment (Please enclose copy of documents).

## DECLARATION

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri..... Proprietor/ Director/ Authorized Signatory of the Service Provider, mentioned above, am 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.

Date:

Signature of authorized person

Place:

Name:

Seal:

## Format of bid (Annexure A)

Sl. No	Category of Manpower	Number	Rate	EPF	ESIC	Total Amount per Month	Remarks
1	Security Guard	03					
2	Supervisor / Sub-staff	01					
3	Sweeper	05					
4	Library Sub Staff	01					
5	Gardner	01					
6	Average Cost of material in a month						
7	Service charges / charges of uniforms / Bonus etc. Including overhead profit in a month						
		Total (S.N 1- 7)					
		ST if Any					
		Grand Total					

**NOTE:**

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

We agree to provide the above service of manpower including material and to abide by the terms and condition contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is furnished herewith vide bank Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_.

(Bidder)

Signature \_\_\_\_\_

Name : \_\_\_\_\_

Authorized Seal \_\_\_\_\_

## TERMS & CONDITIONS .

### SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Special Conditions of Contract (SCC) shall supplement General Conditions of Contract (GCC) and wherever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract (GCC).
2. **INDEMINIFICATION:** The Contractor agrees to protect, defend, indemnify and hold harmless the purchaser and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
  - b) Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.
3. As other factors like minimum wages, ESIC, EPF, Service Tax etc. are not constant as per government rates the contract will be finalized on the basis of least Service Charges quoted by the contractor. Where in case service charge quoted by two or more agencies are same, LI will be decided on the basis of higher turnover averaged over last three years. However, unrealistic service charges although quoted lowest may not be considered by the Department.
4. Wherever required, the agency may be asked to submit the copies of proof of deposit of EPF and ESI within three weeks from the disbursement of wages in a month, or comply with such instructions/procedures as may be prescribed by the concerned Government/Statutory authorities from time to time.
5. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such persons who are not found suitable by the office for any reasons immediately, on receipt of such a request.
6. The Agency shall engage necessary persons as required by this Department from time to time. It shall be the duty of the Agency to pay their salary every month. There is no Master and Servant relationship between the persons of the Agency and this Department and, as such, said persons of the Agency shall have no claim whatsoever against this Department.

7. After the award of the contract the Agency will give an undertaking that persons deployed in the Ministry shall not claim any benefit/ compensation/ absorption/ regularization of services from/in this Department under the provisions of the Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970, or any other Act, Rules, Regulations, etc. applicable to them from time to time. An Undertaking to this effect individually from the outsourced persons shall be required to be submitted by the Agency to the Ministry.
8. The Agency's personnel shall not divulge or disclose to any person, any details of office, office-documents, operational process, technical know-how, security arrangements, administrative or organizational matters and all such matters which are of restricted/confidential/secret nature.
9. The persons deployed shall not be below the age of 18 years.
10. The Department may require the Agency to dismiss or remove from the site of work, any person or persons, employed by the Agency, who may be found incompetent, or for his/her misconduct, and the Agency shall forthwith comply with such requirements. The Agency shall replace any of its personnel, if they are unacceptable to the Department because of security risk, incompetence, conflict of interest, or breach of confidentiality, or improper conduct immediately upon receiving written notice from the Office.
11. The Agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. Such personnel shall also be required to maintain overall cleanliness at and around the place of their deployment/duty. They ought to observe utmost care while handling office stores/equipment.
12. No wage/ remuneration will be paid to any person for the days of unauthorized absence from duty in excess of the six days paid leave annually.
13. The Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, ESI Act etc. and the Department shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account any obligation.
14. The Agency shall strictly observe the instruction issued by the Department in fulfilment of the contract from time to time.
15. The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.

16. The work/services will be accepted only after quality assurance are carried out by the person/team designated by this office.
17. The quality of works should be standard and mark of satisfaction of the department authorized officers. The non-standard work will not be accepted.
18. The contractor shall not charge any extra amount for transport expenses, and will not be entitled to get compensation for any damage or losses in the course of supply. No extra payment will be made by the purchaser for transportation of man/machines/material and losses due to other reasons etc.
19. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Principal KV.
20. The Service Provider will be bound by the details furnished by it to KV ARA while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
21. The principal reserves the right to accept or reject any or all bids without assigning any reasons thereof and also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
22. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of the officer in charge of the check gate and shall be answerable to the concerned.
23. The entire financial liability in respect of manpower services deployed in the KV ARA concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the KVARA.
24. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the KV.
25. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The KV shall, in no way, be responsible for settlement of such issues what so ever.
26. The KV shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
27. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement.
28. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
29. The person deployed shall not claim any benefit or compensation or absorption or

regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

30. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.

31. The Service provider will provide a list of candidates for the posts of Watch and ward, gardener, Sweeper with cleaning material and Sub-Staff for library. The Selection Committee constituted by the KV ARA will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The KV ARA reserves the right to appoint/reject any candidate based on merits of the candidates.

32. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the KV ARA. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

In case of any tie in L1 bid evaluation should be done on the basis of evaluation criteria.

i.	Number of years in Operation	Max. 25 Marks
a)	1-2 years	5 Marks
b)	2-5 years	10 Marks
c)	5-10 years	15 Marks
d)	10-15 years	20 Marks
e)	More than 15 years	25 Marks
ii.	Turnover (Last Financial Year)	Max. 25 Marks
a)	Less than 2.5 crores	05 Marks
b)	2.5-5 crores	10 Marks
c)	5-25 crores	15 Marks
d)	25-50 crores	20 Marks
e)	More than 50 crore	25 Marks
iii	Quality Related Marks	Max. 25 Marks
a)	ISO (1-5 years)	05 Marks
b)	ISO (5-10 years)	10 Marks
c)	SA 8000	05 Marks
d)	OHSAS 18001	05 Marks
e)	Any other International Accreditation Certificate	05 Marks

33. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the KV.

34. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the KV.

35. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the KV or any other authority under Law.

36. The Tax deduction at Source (T.D.S.) shall be done as per the Provisions of
  - a. Income Tax Act! Rules, as amended, from time to time and a certificate to this effect shall be provided by the KV.
37. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the KVARA is put to any loss / obligation, monetary or otherwise, the KV ARA will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
38. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the KV ARA provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the KV ARA.
39. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The KV ARA will have no liability towards non- payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned of KV ARA by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
40. The decision of KV ARA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.
41. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
42. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed, EPF and ESI updated deposit in respect of each employee and proof of payment of remuneration to each(not in cash) and submit the same to the concerned Office in the first week of the succeeding month. The office of the concerned Range shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
43. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the KV ARA shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the KV ARA for whatever reason. The Agency shall also be responsible for the insurance of its personnel.
44. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.
45. The KV reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
46. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the VMC kv ara for its decision and the same shall be binding on all parties.

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