

Bid Document

Bid Details	
Bid End Date/Time	31-07-2021 13:00:00
Bid Opening Date/Time	31-07-2021 13:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Defence
Department Name	Department Of Defence
Organisation Name	Sainik School Sangathan
Office Name	*****
Item Category	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period	1 Year(s) 1 Month(s)
Minimum Average Annual Turnover of the Bidder	10 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
SHG Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	2250000
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Principal

Sainik School Kalikiri, Department of Defence, Sainik School Sangathan, Ministry of Defence
(Principal)

Splitting

Bid splitting not applied.

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
7. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Additional Qualification/Data Required

**Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential;
Unarmed Security Guard (1)**

Technical Specifications

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Unskilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 50 years
Years of Experience	3 – 6 years
Additional Requirements for the Security Personnel	NIL
Addon(s)	
Additional Details	
Location of Deployment	SAINIK SCHOOL KALIKIRI
Designation	SECURITY GUARD
Total Number of Manpower per 8 hour shift	10

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Number of resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Service Number of resources to be hired	Additional Requirement
1	*****	*****CHITTOOR	1	<ul style="list-style-type: none"> • Number of working days in a month : 30 • Basic Pay (Minimum daily wage) : 569 • Bonus (INR per day) : 583 • EDLI (INR per day) : 28.5 • EPF Admin charge (INR per day) : 1950 • ESI (INR per day) : 573 • Non Mandatory Compliance 1 (in Rupees) : 0 • Non Mandatory Compliance 2 (in Rupees) : 0 • Non Mandatory Compliance 3 (in Rupees) : 0 • Provident Fund (INR per day) : 1800 • Tenure/ Duration of Employment : 12

Buyer Added Bid Specific Additional Terms and Conditions

1. PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

ESSENTIAL DETAILS OF SERVICES

1. **Scope of Work.** The minimum specified Scope of Work (SoW) to be undertaken by the bidder for '**Outsourcing of Security Services at Sainik School Kalikiri**' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.
2. **Delivery of Services.**
 - (a) **Site Visit.** Bidders are advised to visit and acquaint themselves with the service where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the **Sainik School Kalikiri** and is aware of its operational conditions prior to submission of bid documents.
 - (b) **Accommodation.** No accommodation and subsidized food or transport will be provided by the School to the Personnel deployed by the Agency.
3. **Quantified Work for Security:** The purpose of outsourcing the Security services is to provide round the clock security services for property, equipment and material. In addition security of inmates of the residential School campus and all-round security of the Campus of the School. The contractor has to undertake all such jobs/activities required to provide such Security cover whether such activities are elaborated hereunder or not. It is estimated that the Security Personnel team would consist of **Ten Security** Guards providing their services round the clock on all the days in the School Campus. Accordingly, the security agency should deploy the personnel, keeping in to consideration the requirements of maximum working hours, relieving requirements, weekly off to be given etc to the personnel, as per existing rules and law. The essential requirement of Security cover, broadly, are as under:
 - (a) Security of Cadets in dormitories.
 - (b) Security of Academic Block and its properties.
 - (c) Security of Main Office Building and its properties.
 - (d) Security of Staff quarters and Officers bungalows.
 - (e) Security of Cadets' Mess and its properties.
 - (f) Security of Hospital and its properties.
 - (g) Security of Auditorium and Indoor stadium.
 - (h) Security of vehicles, stores and other equipment in the Campus.
 - (i) Security of the walled campus.
 - (j) In addition to above, in case of emergency, Security should also to be provided for special / unforeseen events / circumstances.
4. **Description of Security Services to be rendered**
 - (a) The Security Agency will be responsible for overall security arrangements of the building and personnel at Sainik School Kalikiri.
 - (b) Security Agency will ensure that all instructions of the Sainik School Kalikiri management are strictly followed and there is no lapse of any kind.
 - (c) In order to adequately protect people and property, security guards must know and enforce rules and regulations to prevent criminal activity before it happens.
 - (d) No item should be allowed to be taken out without proper Gate Passes issued by the competent officials.
 - (e) Deployment of Security Guards will be as per the instructions of Sainik School Kalikiri from time to time and the security agency will be responsible for their optimum utilization.
 - (f) Security personnel shall also ensure door keeping duties.

- (g) The Guards on duty will also take care of the security of the vehicles parked in the parking sites located within the premises. They will ensure that no unauthorised vehicle enter the campus without the permission of Admin Officer.
- (h) The security guard should conduct frisking/checking of all personnel who enter the campus.
- (i) The security guards will conduct patrolling of the entire campus including the road along the periphery wall and submit the report to Admin Officer on Daily Basis.
- (j) The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- (k) The Security Guards on duty shall not leave the premises until his reliever reports for duty.
- (l) During and after working hours and on holidays, they should maintain surveillance of the building by patrolling the premises.
- (m) They'll investigate and report signs of damage or unlawful entry as it occurs. Such report may have to be provided to the Admin Officer in verbal and /or written form as per the requirement of the School Administration.
- (n) Any other duties/responsibilities, related to Security services, would also be assigned by the School and would be binding on the security agency.
- (o) Number of personnel required to provide such services and security services, including the shift system is to be mentioned separately by the Bidder.
- (p) The Contractor shall provide caps, gloves, Uniforms and shoes, to his workers and they should be in uniform so that they are distinctly identifiable. In addition, the security personnel are to be given whistle, jungle torch and lathi (4 feet with iron cap on both the ends).
- (q) The workers will be allowed to work round the clock as per shift of duty. The Contractor shall not change the supervisor and workers without prior notice to Administrative Officer, Sainik School, Kalikiri to enable him to get verification report of changed personnel.
- (r) The Agency shall ensure that the security personnel deputed are healthy and not more than 50 years of age. The Agency will get their antecedents, character and conduct verified and to submit an undertaking certificate.
- (s) The full particulars of the personnel to be deployed by the Agency including their names & address shall be furnished to the Chief Administrative Officer/ Officer in charge, Sainik School Kalikiri along with testimonials (Aadhar Card/Voter ID before they deployed for the job).
- (t) A local representative of Agency shall be In-charge of the security and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night guards shall be equipped with proper protection and lighting devices. While working at the premises of Sainik School Kalikiri, they shall work under directives and guidance of the Chief Administrative Officer/Officer in charge and will be answerable to the Chief Administrative Officer/ officer in charge; This will, however, not diminish in any way, the Agency's responsibility under contract to the Sainik School Kalikiri.
- (u) The Agency shall ensure that any replacement of the personnel, as required by the Chief Administrative Officer / Officer in charge, Sainik School Kalikiri for any reason specified or otherwise, shall be affected promptly without any additional cost to the Sainik School Kalikiri. If the agency wishes to replace any of the personnel the same shall be done with the prior concurrence of the Chief Administrative Officer/ Officer in charge, Sainik School Kalikiri at Agency's cost.
- (v) The Agency shall provide reasonably good uniform with name badges to its personnel deployed at Sainik School Kalikiri site at its cost and ensure that they are used the personnel deployed and are maintained in good condition. The incidentals, such as belt, shoes, socks, caps, umbrella, torch with the cell, cane stick, etc. shall be borne/supplied by the Agency at its cost.

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- (w) The Security personnel deployed by the Agency shall have at least the minimum elementary knowledge of reading and writing and to be able to make entries in the registers kept at the security desk/booth whenever required and also to write in the Attendance Register and mark their arrival and departure by signing in the register.
- (x) The Agency shall arrange to maintain the daily shift-wise attendance record of the security personnel deployed by its showing their arrival and departure time. The Agency shall submit to the Chief Administrative Officer/ Officer in charge, Sainik School Kalikiri an attested photocopy of the attendance record and enclose the same with the monthly full.
- (y) The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Chief Administrative Officer/ Officer in charge, Sainik School Kalikiri during the normal period as well during the strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the Sainik School Kalikiri.
- (z) The decision of Sainik School Kalikiri regarding the interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

Supervision:

5. The contractor shall supervise in the school, who shall ensure that all the duties as assigned to the firm by this school must be performed by them in the desired manner, failing which it shall invite penalties as prescribed in the following paragraphs.
6. The contractor has to maintain record of staffs/employee going in/out of the school and report it to Administrative Officer or authorised representative at 1900hrs/0700PM daily. In case of any discrepancy's supervisor is required to inform immediately.
7. The contractor shall be the first line of contact for client, who shall report to the designate officers of this school for all requirements.
8. The contractor will keep taking round of the premises and keep a watch over the deployed staff.
9. Patrolling should be done on an hourly basis and it should be ensured that strict security alertness is maintained.
10. The contractor will keep a watch on the activities of the deployed staff. If he finds anything unusual/unfavorable, a written report must be given to the Administrative Officer, Sainik School.
11. Agency has to follow all other reporting mechanism as desired by Sainik School Kalikiri.

Penalties:

12. Penalty will be levied against the contractor under the following circumstances:
 - (a) Whenever and wherever it is found that the assigned work is not performed up to the complete satisfaction of this School, it will be brought to the notice of the contractor by this School and if no action is taken immediately, penalty of Rs.500/-per day will be imposed.
 - (b) The contractor has to maintain adequate number of manpower as per the contract and also arrange a pool of standby manpower/supervisor. If the required number of workers/supervisor is less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).

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- (c) Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work.
- (d) Be it private or public areas, the contractor's employees shall be liable to be frisked/checked by the security personnel at client premises or on duty at any time during performance of their duties.
- (e) Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the property/person.
- (f) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/property at the premises on account of acts of omission and commission by the staff deployed by him.
- (g) **In the case of non-compliance /non-performance of the services according to the terms of the contract, the Administrative Officer, Sainik School Kalikiri shall be at liberty to make suitable deductions from the bill without prejudice to this right under other provisions of the Contract.**

Code of conduct:

13. The contractor shall strictly observe that their personnel:
- (a) Are always smartly turned out and vigilant.
 - (b) Are punctual and arrive at least 15 minutes before start of their duty time.
 - (c) Take charges of their duties properly and thoroughly.
 - (d) Perform their duties with honesty and sincerity.
 - (e) Read and understand their post and site instructions and follow the same.
 - (f) Extend respect to all officers and staff of the school.
 - (g) Shall not drink liquor on duty, or come drunk and report for duty.
 - (h) Will immediately report in any untoward incident/misconduct or misbehaviour occurs, to contractor and this school.
 - (i) When in doubt, approach concerned person immediately.
 - (j) Get themselves checked by security personnel whenever they go out.
 - (k) Do not entertain visitors.
 - (l) Shall not smoke or use any tobacco products inside the School premises.
 - (m) The deployed staff shall be instructed by the Firm strictly not to misuse the telephones in the facility of this School.

Technical Details:

14. The contractor has to supply the unskilled manpower at Sainik School Kalikiri, for 7 day a week including Sundays and closed holidays as per time specified by the user to work for 08 hours.

15. The contractor shall comply with the provisions of all labour laws in general and the payment of Minimum Wages Act in particular. He is also to ensure that all benefits as laid down in social security legislations are provided to the workers as per law. Sainik School Kalikiri will in no way be responsible for breach of Govt Law and Labour Laws. The contractor who quotes less than the minimum wages fixed by Govt. of Andhra Pradesh/Govt of India whichever is higher will be disqualified from tendering procedures. The contractor will be required to pay his workers the minimum wages that are in force from time to time in the state of AP.

16. The contractor shall also abide by the provisions of the child labour (Provision and regulation) Act 1986. No worker below the age of 18 years shall be employed for the work.

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17. The contractor shall arrange for such facilities as provided for the contract labour (Regulation and Abolition Act) for the health and welfare of the worker employed on work.
18. The contractor has to agree to indemnify the government against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the workman compensation act (Act VIII of 1923).
19. The contractor shall abide by the provisions of EPF and Miscellaneous Provisions act 1952 and also any other enactments of the State governing hiring/ outsourcing/ Welfare of labour.
20. The contractor shall deposit Provident Fund contribution with the EPF Commissioner in respect of employees engaged by him or any other contribution in pursuance of the Insurance Scheme or any other mandatory welfare schemes in the geographical jurisdiction of the area.
21. The contractor agrees that the amount due to him shall be released subject to production of proof regarding payment of EPF amount in respect of employees engaged through his contract for the previous month to the EPF Commissioner.
22. All the personnel employed by the contractor shall be governed by Govt. of India Ordinance Minimum Wages Act/Govt. of Andhra Pradesh Minimum Wages Act whichever is beneficial to the employee, EPF and ESI and all statutory recovery & remittance shall be taken care by the contractor.
23. All the personnel employed by the contractor are bound to work on all the days except weekly-off as decided by the school administration/Government holidays and they should reach the office premises well in advance for the work. The working hours will be decided by the school Administrative Officer in consultation with the contractor.
24. The contractor shall be liable to submit bills for payment, on or before contractor succeeding month to all the personnel employed by the contractor in accordance to applicable minimum wages Act.
25. The contractor should make adequate enquiries about the character and antecedents of all the personnel employed by the contractor. The character and antecedents of personnel will be verified by the contractor before their deployment through local police and recent photograph and a certification to this effect submitted to this office.
26. The contractor will ensure that all the personnel employed by him are medically fit and will keep in record a certificate of their medical fitness. The school administration will subject all the personnel employed by the contractor for medical examination from time to time. If any such personnel are found to be medically unfit at any time during the contract period, such personnel will be immediately withdrawn by the contractor and suitable replacements will be immediately arranged by the contractor.
27. The contractor or the personnel employed by the contractor shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or contract labour (Regulation & Abolition) Act, 1970.
28. It is the responsibility of all the personnel employed by the contractor to execute the assigned work perfectly and neatly. If any damages are caused to school's assets while discharging the duty suitable amount will be deducted from the contractor's monthly payment.
29. The contractor shall follow the instructions of school from time to time in discharging the duty every day.

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30. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel employed by the contractor.
31. Sainik School, Kalikiri shall have the rights to remove any deployed Security personnel from the duty who is considered to be undesirable.
32. The contractor shall exercise adequate supervision to reasonably ensure proper performance of all the personnel employed by the contractor in accordance to the schedule of work.
33. All necessary reports and other information shall be supplied immediately by the contractor and when required by the Sainik School, Kalikiri and at regular meeting will be held with Administrative Officer, Sainik School, Kalikiri.
34. The contractor shall not employ any person of age below 18 years and above the age of 40 years and all the personnel employed by the contractor should be sound in health in carrying out the duty and should not have infectious diseases.
35. The contractor shall not subcontract the assigned work to any other agencies.
36. The contractor will be responsible for all the liabilities related to his employees and also for their character verification and police verification as well as regulating their duties in the school premises. The duty roster will be put up to Administrative Officer in the morning.
37. The contractor will ensure that the security personnel on duty are always in uniform and maintain good conduct with the employees and the visitors. They will not take part in any union or association and activity of the employees of the establishment. Proper courtesy shall be shown to the staff and parents visiting the school. In case of any difficulty the same shall be brought to the notice of the Administrative Officer/Principal.
38. Number of security personnel may be increased / decreased according to the requirement of the school. If School Administration considers that the placement of particular security personnel is essential this will be done by the contractor on receipt of request in writing from the School Administration. Additional charges for extra manpower provided by contractor will be paid by the School Administration.
39. The reliever whenever necessary shall be provided by the contractor. Prior intimation is to be given by contractor to School Administration and written consent be obtained in such cases. No security personnel shall be permitted to do more than 8 hours of duty on any one day. Reliever so provided will be paid by the contractor.
40. The charter of duties for the security personnel will be made by Administrative Officer, Sainik School Kalikiri and all the security personnel will be deployed accordingly. The security personnel once deployed will only be changed after obtaining prior approval of the Administrative Officer, Sainik School Kalikiri.
41. The security personnel will strictly adhere to the charter of duties as laid down by the school authorities. The contractor will make arrangements to check the security personnel on duty at least once a day time and enter the time of checking in a register maintained in the school. This security checking register will also be put up to the Principal daily in the morning. The security personnel will also be checked for their work and turnout by School authorities at any time of day.
42. Any security personnel who does not perform his duties properly will be changed immediately by contractor or when asked to do so by the Principal/Admin Officer, Sainik School Kalikiri.

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43. Sainik School Administration shall not be responsible on any account for:

- (a) Theft / loss or damage of any property or cash belonging to the agency.
- (b) Injury / death sustained / occurred by / to any person employed by agency to provide security services during tour of their duty or otherwise.

STANDARD CONDITIONS

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date on which supply order is placed (i.e, date of signing of supply order) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and Performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or Performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request). Final decision will be of the Principal, Sainik School Kalikiri.

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to

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intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment etc., as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/ services.

9. **Termination of Contract.** The Sainik School Kalikri reserves the right to terminate the contract without assigning any reason. Before termination of contract, Sainik School Kalikri will notify the service bidder giving a notice of 30 days. Also, the Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 15 days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure, by more than three months, provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

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11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

(a) **GST.** GST at the time of submitting bids should be shown separately.

(e) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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SPECIAL CONDITIONS

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee.** The Bidder will be required to furnish a Performance Bank Guarantee in favour of The **Principal, Sainik School Kalikiri** by way of Bank Guarantee **only through a public sector bank** for a sum equal to 3% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Option Clause.** NA.
3. **Repeat Order Clause.** NA.
4. **Tolerance Clause.** NA.
5. **Advance Payments.**NA.
 6. **Payment terms:**
 - (a) The payment will be made as per monthly invoice raised on the actual personnel supplied by the vendor and based on the copy of attendance sheet register jointly signed by the representative of the department and contractor.
 - (b) The payment will be made as per the approved Central Govt. Minimum Wages rate mentioned above and can only be revised time to time according to the amendments and notification effecting Labour rates, the copy amendments and notification effecting Labour rates of latest should be enclosed with the claim of month bill.
 - (c) A copy of previous month PF challan and ESIC deposits should also be submitted with every bill as payment proof then only the amount of PF & ESIC will be paid.
 - (d) Any violation of instructions/agreement of suppression of facts will attract cancellation of the agreement without any reference.
7. **Paying Authority.** The payment of bills will be arranged on submission of the following documents by the Seller to Administrative Officer, Sainik School Kalikiri along with the bill.
 - (a) Ink-signed copy of Commercial invoice / Seller's bill.
 - (b) Inspection certificate signed by Administrative Officer.
 - (c) Copy of previous month PF challan and ESIC deposits should also be submitted with every bill as payment proof then only the amount of PF & ESIC will be paid.
8. **Fall Clause.** The following *Fall clause* will form part of the contract placed on successful Bidder:-
 - (a) The price charged for the equipment supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the equipment or offer to sell equipment of identical description to any persons/ Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking of the central or state government as the case may be during the

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period till performance of all supply Orders placed during the currency of the contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such equipment to any person/ organisation including the Buyer or any Department of Central Government or any Department of the State Government or any statutory undertaking of the central or state government as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the Principal, Sainik School Kalikiri and the price payable under the contract for the equipment of such reduction of sale or offer of the sale shall stand correspondingly reduced.

9. **Risk & Expense Clause**

(a) Should the equipment or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the equipment or any instalment thereof, the Buyer shall after granting the Seller 45 days for rectification, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the equipment or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

10. **Force Majeure.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of equipment under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control, that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention, to terminate without any liability other than reimbursement on the terms provided in the agreement for the equipment received.

11. **Inspection Authority**. The Inspection will be carried out by Board appointed by Principal, Sainik School Kalikiri.

12. **Renewal and Extension of rate contract:** The rate contracts may be extended only due to some special reasons, for a maximum period of three months with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than three months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

13. The contractor should be an income tax payee, should be registered with State /Central Labour Commissioner, EPF authority and also be service tax payer. He shall mention PAN No., EPF Registration No., ESI Registration No. and Service Tax Payee No. while applying for the tender.

14. The Security persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.

15. 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 character and antecedents of persons will be verified by the Contractor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

16. The contractor shall engage necessary persons as required by this office. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave rules and weekly off days. The bidder will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their salary every month, as agreed upon.

17. There is no Master and Servant relationship between the employees of the contractor and this office and further that the said person of the contractor shall not claim any absorption in this office.

18. The personnel employed by the contractor shall not claim any benefit/compensation/absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the contractor to this office.

19. The personnel employed by the contractor shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.

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20. The personnel employed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer I/C upon any matter arising under the clause shall be final and binding on the agency.

21. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.

23. This office may require the contractor to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

24. The contractor has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

25. The transportation, food, medical and other statutory requirements in respect of each personnel of the contractor shall be the responsibility of the service provider.

26. Payments to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

27. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

28. The contractor 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 service provider.

29. The contractor shall be contactable at all times and messages sent by phone /e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by the School in fulfilment of the contract from time to time.

31. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.

32. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The register has to be put up to Administrative officer on daily basis.

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33. The successful bidder will enter into an agreement with this office for the offer of services on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.
34. The contractor shall not assign, transfer, pledge or sub contract the services without the prior written consent of this office.
35. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Contractor from the office shall be forfeited.
36. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
37. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
38. EPF and ESI contribution to be paid for personnel employed by bidder shall be the responsibility of the bidder.

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