

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this **1st day of January Two Thousand Eighteen** between Kendriya Vidyalaya Rourkela located at Sector-6, Rourkela, Dist – Sundargarh (Odisha) – 769002 (herein after called INDENTING OFFICE which expression shall where the context so admits include its successors and permitted assigns) of the one part, and

1.1.2 **M/s** _____ a registered office at _____ (hereinafter called the CONTRACTING AGENCY with expression shall where the context so admits include its successors and permitted assigns) of the other part.

DEFINITIONS

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

1.1 PREAMBLE

1.2.1 **WHEREAS THE “CONTRACTING AGENCY”** is (engaged in/carrying out) (define the present business/objective/activity of the “**CONTRACTING AGENCY**” and maintenance contractor and is desirous of providing service to the “**Kendriya Vidyalaya, (on/in/for) Rourkela Sundargarh, Odisha – 769002.**

1.2.2 **WHEREAS “Kendriya Vidyalaya, Rourkela** at its (hereinafter called the INDENTING OFFICE) is seeking services on contract for Rourkela, Sundargarh, Odisha as detailed in the Appendix – I to the agreement (hereinafter called the WORK).

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

1.2 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial agreements, responsibilities and obligation of the “**CONTRACTING AGENCY**” and INDENTING OFFICE/ pertaining to the WORK.

1.3. FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the “**CONTRACTING AGENCY**” the INDENTING OFFICE shall pay to Contracting Agency as follows after deducting income Tax at source on the total amount.

(i) Security Guard

Rs./Month/guard x 3 Nos - Rs.

(ii) Conservancy

Rs./26 days/Person x 2 Nos - Rs.

(iii) Gardener

Rs./26 days/Gardener x 1 Nos - Rs.

Total Rs.

1.5 MODALITIES OF CONTRACT

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

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

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

1.5.4 For the purpose of providing service, the working hours and days of workers deployed by the “**CONTRACTING AGENCY**” in the premises of “**INDENTING OFFICE**” shall be same as applicable to the INDENTING OFFICE.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

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

1.6.2 The Contracting Agency shall complete the WORK within one year of date of receipt of acceptance of the offer as shown in the letter of acceptance of offer and award of work issued to the Contracting Agency.

1.6.3 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the **CONTRACTING AGENCY** for a period not exceeding one year.

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

1.7 RESPONSIBILITIES OF THE INDENDING OFFICE

- 1.7.1** **INDENTING OFFICE** shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the **CONTRACTING AGENCY** for fulfillment of the work.
- 1.7.2** **INDENTING OFFICE** shall permit the duly authorized workers of the **CONTRACTING AGENCY** at all convenient times to enter into and upon its premises where work is to be performed.
- 1.7.3** **INDENTING OFFICE** will maintain a separate record of attendance of no. workers provided by the **CONTRACTING AGENCY**. The payment will be released to the **CONTRACTING AGENCY** on prorata basis after deducting the days of absence without suitable replacement or poor performance.
- 1.7.4** **INDENTING OFFICE** will make payment of overtime charges per man hour on prorata basis with reference to the agreed rate in the contract.
- 1.7.5** **INDENTING OFFICE** will setup a Screening Committee for assessing the no. of workers required for development and based on its recommendation and subject to such limits as prescribed place demands with the **CONTRACTING AGENCY**. This Screening Committee will also evaluate the performance of the service deployed as stated vide provision 1.5.3 above.

1.8 COMPLETION:

1.8.1 The WORK shall be deemed to have been completed on expiry of period of this Contract and Release of final payment to the CONTRACTING AGENCY by the **INDENTING OFFICE** subject to review by the Screening Committee set up vide provision 1.5.3.

1.9. CONFIDENTIALITY

1.9.1 During the tenure of the Agreement and **1ST January Two Thousand Eighteen to 31ST December Two Thousand Nineteen (ONE YEAR)**/thereafter the **CONTRACTING AGENCY** undertake on their behalf and on behalf of their subcontracts/ employee/representatives/associates to maintain strict confidentiality and prevent disclose thereof of all the information and data exchanged/generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

2.1 FORCE MAJERE

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

2.2 EFFECTIVE- DATE, DURATION, TERMINATION OF THE AGREEMENT

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

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

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

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

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

2.3 NOTICES

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

2.4 AMMENDMENTS OF THE AGREEMENT

2.4.1 No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date on which they are made /executed, unless otherwise agreed to.

2.5 ASSIGNMENTY OF THE AGREEMENT

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

2.6 DISPUTE SETTLEMENT

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

2.6.2 The terms & conditions mentioned in the tender notice will also be consider as a part of this agreement.

SEAL OF THE PARTIES

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

Parties

For and on behalf of, INDENTING OFFICE

For and on behalf CONTRACTING AGENCY

Signature.....

Signature.....

Name.....

Name:.....,

Designation : Principal

Designation: Managing Partner

Date

Date

Seal

Seal

Witness

Witness

1.

1.

2.

2.