

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this _____ [DATE] day of _____ [MONTH] Two Thousand _____ [YEAR] between the Kendriya Vidyalaya, BHAWANIPATNA a society registered under the Societies Registration Act (XXI of 1860) through Kendriya Vidyalaya, **BHAWANIPATNA** located at BHAWANIPATNA, Dist:-KALAHANDI Pin-766001 (Orissa)(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 [NAME OF THE CONTRACTING AGENCY] **M/S** _____ [COMPANY/FIRM] registered office at _____ [ADDRESS](hereinafter called the CONTRACTING AGENCY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

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

- (i) Square Bracket [] : these brackets indicate the following;
- (a) [xxxxxxx] : replace the instruction by filling in relevant text;
- (b) [xx/yy/zz] : among the options choose the applicable one (s) and delete the rest;
- (c) [clause/phrase/sentence]: optional, choose whichever applicable to the specific requirement.

The square brackets, symbols and the underscores if any are to be deleted on drafting of the agreement.

- (ii) Ordinary Brackets () : these brackets are a part of the text and are to be retained.

DEFINITIONS

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

1.2 PREAMBLE

1.2.1 WHEREAS THE CONTRACTING AGENCY is [engaged in/ carrying out] [define the present business / objective /activity of the CONTRACTING AGENCY] and is desirous of providing service to the **Kendriya Vidyalaya, Bhawanipatna** [on/in/for] [name the area of service contract].

1.2.2 WEHREAS **Kendriya Vidyalaya, Bhawanipatna** at its [NAME OF THE OFFICE] (hereinafter called the INDENTING OFFICE) is seeking service on contract for [name of the area of service contract] as detailed in the Appendix-I to the agreement (hereinafter called the WORK).

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

1.3 SCOPE OF THE AGREEMENT

1.3.1 The agreement details the terms and conditions, financial arrangements, responsibilities and obligations of the CONTRACTING AGENCY and INDENTING OFFICE /pertaining to the WORK.

1.4 FINANCIAL ARRANGEMENTS

1.4.1 In consideration of the work to be carried out by the CONTRACTING AGENCY the **M/S** _____ shall pay to CONTRACTING AGENCY as follows after deducting Income Tax at source on the total amount:

(i) Rs. ** per man month / man day / man hour on [DATE] of every month for the service to be rendered by the CONTRACTING AGENCY subject to compliance of terms of the agreement by the CONTRACTING AGENCY.

****Rs.** _____ /-(Rupees _____)for service contract on _____

MODALITIES OF CONTRACT

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

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

1.5.3 There will be a Screening Committee for evaluation of progress of the WORK. This Committee shall be set up by the INDENTING OFFICE. It will [fix/ 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 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 as per para 2 of tender document.

1.6 RESPONSIBILITIES OF CONTRACTING AGENCY

- 1.6.1 CONTRACTING AGENCY shall undertake the WORK as per schedule detailed in Appendix - 1 to the Agreement by providing manpower in the premises of the INDENTING OFFICE.
- 1.6.2 This period of completion of WORK will not be extended unless it is for the reason beyond the control of the CONTRACTING AGENCY for a period not exceeding six months.
- 1.6.3 CONTRACTING AGENCY shall substitute suitable workers in lieu of those provided by it in the INDENTING OFFICE for the purpose of WORK, if not found suitable by the INDENTING OFFICE on initial evaluation within 48 hours of written notice. Similarly the INDENTING OFFICE will continue to hold the right to reject the replacement provided and ask for substitutes in cases of absentees / sick workers or otherwise on valid reasons.
- 1.6.4 CONTRACTING AGENCY shall on receipt of advance notice of not less than 24 hours from the INDENTING OFFICE, provide additional manpower or make temporary withdrawal of manpower provided by it.
- 1.6.5 CONTRACTING AGENCY shall be responsible for payment of salary, grant of leave and providing coverage for insurance medical benefits or such other statutory benefits to its workers provided by it in the INDENTING OFFICE. The INDENTING OFFICE shall not be responsible for making Security Guards g any payment to them. Workers provided by CONTRACTING AGENCY shall be employees of the CONTRACTING AGENCY for all-purpose and the INDENTING OFFICE shall not have liability of any kind towards workers.
- 1.6.6 CONTRACTING AGENCY shall be responsible for any damage to the property / equipment / material of the INDENTING OFFICE by its personnel during the course of or consequent to the WORK being rendered. [Intimation regarding damage shall be given in writing to the CONTRACTING AGENCY within a week].
- 1.6.7 Liquidated damages for defaults on the part of the CONTRACTING AGENCY will be recovered from it. The decision of the head of INDENTINGOFFIC E shall be final in this regard.

1.7 RESPONSIBILITIES OF THE INDENDING OFFICE

- 1.7.1 INDENTING OFFICE shall provide all the basic working data available with it and afford all working facilities available with it to the authorized workers provided by the CONTRACTING AGENCY for fulfillment of the work.
- 1.7.2 INDENTING OFFICE shall permit the duly authorized workers of the CONTRACTING AGENCY at all convenient times to enter into and upon its premises where work is to the performed.
- 1.7.3 INDENTING OFFICE will maintain a separate record of attendance of no. of workers provided by the CONTRACTING AGENCY. The payment will be released to the CONTRACTING AGENCY on pro rata basis after deducting the days of absence without suitable replacement or poor performance.

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 [ONE] years | thereafter the CONTRACTING AGENCY undertake on their behalf and on behalf of their subcontracts / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof of all the information and "data exchanged / generated pertaining to work under this Agreement for any purposes other than in accordance with the Agreement.

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-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

2.2 EFFECTIVE-DATE, DURATION, TERMINATION OF THE AGREEMENT

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

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

2.2.3 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise by giving a [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 rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by INDENTING OFFICE

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

2.3 **NOTICES**

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

2.4 **AMMENDMENTS OF THE AGREEMET**

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

2.5 **ASSIGNMENT OF THE AGREEMENT**

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

2.6 **DISPUTE SETTLEMENT**

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

SEAL OF THE PARTIES

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

Parties

Parties

For and on behalf of KVS INDENTING OFFICE

For and on behalf of Contracting Agency

Signature

Signature.....

Name

Name.....

Designation

Designation.....

Seal

Seal.....

Witness (Name and Address)

Witness (Name and Address)

1.

1.

2.

2.

SCOPE OF WORK

Providing round the clock Security Service.

Terms and conditions to be executed between the Agency and Kendriya Vidyalaya Bhawanipatna for providing Security/Conservancy/ Gardening Service.

1. That the agency shall provide security arrangements for Kendriya Vidyalaya building/premises located at **KV, Bhawanipatna, DIST:Kalahandi**, with effect from **01/012/2018 to 30/11/2019**.
2. That the agency would undertake to engage, employ and provide the requisite number of trained Ex-Servicemen for the purpose and also be responsible for payment of their emoluments and dues, discipline and work. In situations where Ex-Servicemen are not available other can be engaged for the purpose by the Agency.
3. That the entire responsibility for taking security measures of the said building/premises is of the agency and the Vidyalaya will not be liable in pay anything for the security lapses as provided. The agency will be responsible for any loss of property etc. For negligence of the persons employed by it.
4. That the Agency shall provide complete continuous security measures throughout the 24 hours by changing the personnel in rotation or replacement.
5. That the Vidyalaya on its part shall at no time directly or indirectly employ the service of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
6. The relationship fee for providing security services will be as per the rules prescribed by the Director General Resettlement/Distt. Soldier Board or any other body of Ex-Servicemen, recognized for the purpose by the State Govt, as the case may be.
7. That the tenure of the service agreement shall be initially for a period with effect from **01/12/2018 to 30/11/2019** and thereafter it shall continue till either side attends to terminate giving one month's notice in advance to the other side or paying one month's dues in lieu of the notice.
8. That the Vidyalaya on its part shall not be liable to pay any changes, dues compensation under any of the industrial loss or other loss applicable in this behalf to the personnel which shall be responsibility of the Agency only who shall be the employer of such personnel.
9. Any dispute arising out of or in relation in this agreement shall be referred to a sole arbitrator to be appointed by the Executive Committee of **KV, Bhawanipatna**, as per the Indian Arbitration Act. The seat of the Arbitration shall be at **KV, Bhawanipatna** and the proceedings shall be governed by the Indian Arbitration Act 1940.

Terms and Conditions:

- a) The remuneration shall be distribution through cheque at **KV, Bhawanipatna** premises in the presence of representative of the KV or its constituent.
- b) The contracting agency will ensure payment by the 5th of every succeeding month to their employees providing to **KV, Bhawanipatna** as per monthly remuneration and OTA charges quoted without any distribution.
- c) The contracting agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided to the **KV, Bhawanipatna** supported with following documents.
 - i) Details of disbursement made to the staff furnishing cheque details for each payment.
 - ii) Proof of payment of statutory obligation such as EPF, ESI Service Tax and any other applicable tax.

- iii) Payment to the contracting agency will be released within 15days from the date of the receipt of the invoice.
- d) The contracting agency will provide identity card to all his employees deputed as per the actual format suggested by the indenting officer valid for the period of contract.
- e) The contracting agency shall comply with statutory obligations. Minor variation as per actual calculation will be borne by the indenter/client.
- f) The normal office hour of KV is form 8.00am to 4.00pm for 06 days Monday to Saturday. However school reserves the right to request the services on Sunday Holiday beyond office hours. The contracting agency will be compensated by the indenting agency as per the rate quoted for OTA for working on Sunday Holiday beyond hours. However over time hours in a month will not exceed 54hours.
- g) In case of absence on any working days the monthly remuneration will be regulated as per the following formula: Total monthly remuneration = Monthly Remuneration – A1
Where A1 = Monthly Remuneration X Nos. Of days absence / Nos. Of days in a month.
- h) The candidate manpower provided by the contracting agency shall be accepted only after scrutiny by the school. Therefore minimum three four bio dated shall be made available again each slot in each category. The candidates may be invited for personal discussion also no conveyance or other charges will be paid by the school In case none is found suitable then additional bio data shall be made available by the contracting agency promptly that is 24 hours. The replacement of a candidate on account of absence unsuitability for school shall be made within 24 hours.
- i) The contracting agency will be required to sign a contract with the **KV, Bhawanipatna** as per the model contract enclosed for ready reference. The other terms and condition specified in the bid document and accepted bid will also form the part of the model agreement.
- j) In case of any loss theft sabotage caused by attributable to the personal deployed the KV reserves the right to clime and recover damages from contracting agency.
