

# केन्द्रीय विद्यालय, गढ़वा

पिपरा कलॉ, गायत्री नगर,  
जिला गढ़वा (झारखंड) – 822114  
दूरभाष 06561-222336  
वेबसाइट : [www.garhwa.kvs.ac.in](http://www.garhwa.kvs.ac.in)  
ई-मेल : [kvgarhwab64@gmail.com](mailto:kvgarhwab64@gmail.com)



## KENDRIYA VIDYALAYA, GARHWA

Pipra Kalan, Gayatri Nagar,  
Dist. Garhwa (Jharkhand) - 822114  
Phone: 06561-222336  
Website: [www.garhwa.kvs.ac.in](http://www.garhwa.kvs.ac.in)  
E-Mail: [kvgarhwab64@gmail.com](mailto:kvgarhwab64@gmail.com)  
KV Code: 2071, KV Stn Code: 602,  
CBSE School No. **69553**,  
CBSE Affiliation No. 3400030

**F. 40088/2071-KVG/2021-22/Conservancy /**

**Dated: 12-04-2021**

**REVISED**

To \_\_\_\_\_  
M/s \_\_\_\_\_

### TENDER DOCUMENT

**Sub :** "Inviting Bid for engaging Service Provider Firm for providing **CLEANING & SWEEPING SERVICES** through service contract.

Sir/Madam,

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

2. Sealed competitive Bids are invited by Kendriya Vidyalaya Garhwa from the reputed/registered Consultant/Service Provider Firm for providing Cleaning and Sweeping services including material through service contract initially for a period of **01 (one) year w.e.f 01-06-2021 to 31-05-2022** which may be extended for another year, as indicated below:-

#### **About the Building**

**Area 6000 Sq Mtr. having**

**Approximately 13 rooms and 06 toilets, 01 Computer Lab, Library, corridors, stairs and open areas as well as enclosed surrounding areas on the ground floor. Parties are advised to see the location.**

**Address/Location of the Building**

**Kendriya Vidyalaya ,Garhwa  
Gayatri Nagar, Pipra Kalan,  
Dist. Garhwa-822114 (Jharkhand)**

**B. Man power required:-**

Sl. No.	Category of Manpower	Minimum qualifications or/and experience	Number of workers required	Responsibility
1.	Workers for cleanliness – 1 –Male & 1-female preferable or 2- female	Primary standard	02	To clean the rooms, toilets, labs., corridors, staircases, open areas, and other areas in the Vidyalaya wherever required.

D. Work will have to be got done in the following way:-

- i) Sweeping of entire area of the building and surroundings of building and collection of all waste material and disposal of the same as per instructions of the Kendriya Vidyalaya.
- ii) Cleaning of the floor area with wet floor dusters and detergent disinfectants etc. once in the morning before opening the Vidyalaya and thereafter every 2 hours especially in the areas like corridors, stairs and reception etc. Spraying of flit/anti-termite treatment & rodent control etc. are to be made daily and whenever necessary, for keeping the Class-rooms/Departments free from mosquitoes, flies, termite/pests/rats etc.
- iii) Cleaning and washing of toilets and urinals using deodorants, detergent and disinfectants once in the morning and again in the afternoon.
- iv) Cleaning of Computer Rooms/Vinyl Floors of the Staff Room, Library, and officers' room with vacuum cleaner to be provided by the vidyalaya.
- v) Sweeping and cleaning of open areas, roads, passage, lawns, etc. within the boundary of the Vidyalaya wall surroundings to this building.
- vi) Regular dusting/cleaning of Classroom & office furniture (table and chair) and equipments, telephones, book cases, filing cabinets, almirahs and doors and windows including removal of cobwebs everyday before opening of the office i.e. 7.30 A.M.
- vii) Provisions of soap and liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil cakes in the urinals.

**ITEMS OF WORK TO BE DONE ONCE IN A WEEK ON EVERY SATURDAY**

- i) Washing and Scrubbing of floor areas with detergents and dirt removing agent.
- ii) Acid cleaning of sanitary wares, without damaging their shines.
- iii) Removing stains from floors, doors and partitions by using surf or any suitable detergent as are found necessary without leaving any undesirable post cleaning marks.
- iv) Cleaning of filled surfaces in the corridors and staircases.
- v) Cleaning of water storage tanks.
- vi) Polishing of Class Name plates (on each floor) and cleaning of all other name plates/ Boards.
- v) Dusting and cleaning of fans, electrical fittings, window panes with glass cleaning chemical/agents and cleaning of partition, paneling etc. including removal of cobwebs.

**3. Quoted Price:**

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, EPF, ESI & other statutory costs and Service Charges in the format of quotation only attached **(Annexure - A)**.
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.

The Bidder shall deposit **Rs. 20,000/-** (Rupees twenty thousand only)(for Cleaning & sweeping ) submit along with bids in form of **Demand Draft drawn in favour of VVN A/c. Kendriya Vidyalaya Garhwa payable at Garhwa** as earnest money. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.

- (d) The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (e) The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount equivalent to 10% of the total annual bid amount (rounded to nearest multiple of 100) valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be returned only after the Performance security is submitted by the Contracting Agency.
- (f) Telex or Facsimile Bids are not acceptable.

4. Each Bidder must submit only one Bid.

5. **Validity of Bid:**

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

6. **Terms and Conditions:**

- (a) **The remuneration shall be disbursed through NEFT/RTGS cheque in bank account of concern employee and submit the proof in the vidyalaya.**
- (b) The Contracting Agency will ensure payment by the **5<sup>th</sup> of every** succeeding month to their employees provided to the Kendriya Vidyalaya Garhwa's office/premises as per the monthly remuneration quoted without any deduction.
- (c) The Contracting Agency will submit the invoice/bill alongwith proof of disbursement in duplicate after making the payment to the employees provided to the Kendriya Vidyalaya Garhwa's office/premises supported with the following documents:-
  - (i) Details of disbursement made to the staff furnishing details for each payment,
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, GST, Service Tax and any other applicable tax.

Payment to the Contracting agency will be released within 15 days from the date of the receipt of the invoice/bill.

- (d) The Contracting Agency will provide Identity Card to all its employees deputed as per the format suggested by the Indenting Office valid for the period of contract.
- (e) The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.

- (f) The normal office hours of Kendriya Vidyalaya Garhwa are from 7.30 am to 1.40 pm, six days from Monday to Saturday. Kendriya Vidyalaya Garhwa also reserves the right to request for the services of additional/extra manpower. The Contracting agency will be compensated, for the extra manpower provided, by the Indenting Agency as per the rate quoted.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as per the following formula:

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

$$\text{Where } A_1 = \frac{\text{Monthly remuneration}}{\text{Nos. of days in the month}} \times \text{No. of days of absence}$$

- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by Kendriya Vidyalaya Garhwa. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by Kendriya Vidyalaya Garhwa. In case, none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence /unsuitability for Kendriya Vidyalaya Garhwa shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the Kendriya Vidyalaya Garhwa as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the Bid document and accepted bid will also form the part of the Model Agreement.
- (j) In case of any loss, theft / sabotage caused by/attribution to the personnel deployed, the Kendriya Vidyalaya Garhwa reserves the right to claim and recover damages from Contracting Agency.
- (k) The antecedents of all the workers will be got verified from the police by the Contracting Agency before deployment for work.
- (l) The Contracting Agency will deploy the trained and sufficient workers who are below the **age of 55 years** as well as physically fit and mentally alert. The Contracting Agency will also ensure that the workers/staff deployed are free from Aid or any other infectious disease before deployment for work.
- (m) The Kendriya Vidyalaya Garhwa shall provide a small room/space for the workers/staff deployed by the Contracting Agency. No name plate of agency shall be allowed on the room and nobody will be allowed to stay in the office except the staff of Contracting Agency on duty.
- (n) The Contracting Agency shall provide to their personnel deployed for cleanliness with impressive summer uniform as well as winter uniform with insignia.

## 7. Evaluation of Bid:

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

- (i) The bid will be treated as non-responsive if following documents are not attached:-
- (a) Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.
  - (b) Registration Certificate of the firm.
  - (c) Audited Balance Sheet & Profit and Loss Account.
  - (d) List of clientele during last 3 years along with cost of assignment.
  - (e) **TIN & PAN** No. and Current IT clearance certificate.
  - (f) Attested copy of proof of EPF registration.
  - (g) Attested copy of proof of ESI registration.
  - (h) Attested copy of proof of Service Tax Registration.
  - (i) Attested copy of Professional / Trade License
  - (j) Attested copy of GST Registration.
  - (k) The Bidder shall deposit **Rs. 20,000/-** (Rupees twenty thousand only)(**for Cleaning & sweeping** ) submit along with bids in form of **Demand Draft drawn in favour of VVN A/c. Kendriya Vidyalaya Garhwa payable at Garhwa** as earnest money. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (ii) Remuneration of staff, quoted below minimum wages fixed by the Govt. of **Jharkhand/Govt. of India (whichever is comparatively higher)** shall render the Bid disqualified for evaluation. The proof of minimum wages should also be enclosed.
- (iii) The evaluation will be done for all the items put together. Indenting Office will award the contract to the lowest evaluated responsive bidder.

**8. Award of Contract:**

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

## 9. Last date and time of receipt of Bids

The tender form/document can be obtained from the office of Kendriya Vidyalaya Garhwa, at the above mentioned address on all working days from **12-04-2021 TO 11-05-2021 (between 09.00 A.M. to 12.00 NOON)**. The last date of submission of the Sealed Bids **through Registered Post / Speed Post** on or before **11-05-2021 (upto 4.00 PM)** superscripting the envelope as "**Bids for providing Cleaning & sweeping Services in Kendriya Vidyalaya, Garhwa**".

The tenders will be opened on **12-05-2021 at 12.00 noon** at the office of The Principal, Kendriya Vidyalaya, Garhwa in the presence of bidders (if any). If the last date happens to be declared Holiday, then the tenders will be opened on the next working day, other terms and conditions and the time schedule remaining unchanged.

The Indentor looks forward to receive the Bid in the format of Bid attached only and appreciate the interest of the service provider in Kendriya Vidyalaya Garhwa.

Yours faithfully,

**Signature**

**Name: ASHOK KUMAR VERMA**

**Designation: PRINCIPAL**

**For and on behalf of the Kendriya Vidyalaya Garhwa**

**FORMAT OF BID**

(All figures in `)

S. No.	Category of Manpower	Number	Unit monthly remuneration @ Per day Rs. _____	EPF Rate @% ____	ESI Rate @ % ____	Cost of material	Service charges/ charges of uniform/bonus etc. including overhead profit	Monthly Unit Rate (Col.4+5+6+8)	Total monthly cost (Col.9XCol.3)
1	2	3	4	5	6	7	8	9	10
1	Sweeping & Cleaning								

**Monthly Unit Rate (in words):** .....

- NOTE:
1. **Service Tax** shall be quoted separately.
  2. In case of discrepancy between unit price and total price, the unit price shall prevail.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the Bid document and also agree to enter into the agreement in the format enclosed. Bid Security of `\_\_\_\_\_ (Rupees \_\_\_\_\_) is furnished herewith vide Bank Guarantee / Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_

(Bidder)  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: .....

Seal :

## CHECK LIST

**Please tick, whether the following is attached or not with the bid —**

फार्म को निर्देशित किया जाता है कि निविदा के साथ जमा करने वाले सभी दस्तावेजों पर क्रम संख्या अंकित करें तथा कालम सं. 4 में क्रम संख्या अनिवार्य रूप से भरें |

S.N.	Description	Yes/No.	Document page Si.No.
1	2	3	4
1	Brief profile of the company and evidence to establish that the bidder has successfully executed contracts of similar nature and magnitude in the last 3 (three) years.		
2	Registration Certificate of the firm mentioning date of validity of Registration.		
3	Audited Balance Sheet & Profit and Loss Account last three years		
4	List of clientele during last 3 years along with cost of assignment		
5	PAN No. and Current IT return certificate		
6	TIN No. and Current IT return certificate.		
7	Attested copy of proof of EPF registration		
8	Attested copy of proof of ESI registration		
9	Attested copy of proof of Service Tax Registration		
10	EMD of <b>Rs. 20,000/-</b> in the form of <b>Demand Draft</b>		
11	GST NO. registration		

निम्नलिखित स्थानों को अनिवार्य रूप से भरें|

(Bidder)

Signature: \_\_\_\_\_

Name of the firm : \_\_\_\_\_

Proprietor of the firm: \_\_\_\_\_

Bank Account no. \_\_\_\_\_ IFSC \_\_\_\_\_

Mobile No. \_\_\_\_\_ PhoneNo. \_\_\_\_\_

e-mail ID \_\_\_\_\_

Date: .....

Seal of the firm



**LIST OF ITEMS/CLEANLINESS MATERIAL REQUIRED FOR CLEANING & SWEEPING**

- 1 Phenyle (Liquid)
- 2 Cleanze Sanitizer
- 3 Pixol Sanitizer
- 4 Odonil
- 5 Liquid Soap (Homocol)
- 6 Soap Cakes (Life Buoy)
- 7 Vim Powder
- 8 Nirma
- 9 Surf
- 10 Acid
- 11 Tat
- 12 Duster White
- 13 Floor Duster (Mops)
- 14 Room Freshner
- 15 Naphthalene Balls
- 16 Thinner
- 17 Flit with Flit Pump\Chemical for anti-termite treatment/rodent control
- 18 Nariyal Jhadoo
- 19 Phool Jhadoo
- 20 Buckets for collection of Kuda
- 21 Dustbin with Lid
- 22 Buckets
- 23 Plastic Jugs
- 24 Plastic Mugs

- 25 Cob Web's Remover
- 26 Sweeping Brush
- 27 Sling Brush
- 28 Comando Brush
- 29 Scrubbing Brushes of various sizes
- 30 Markin Cloth
- 31 Plastic PVC Water Pipes with Jet/Nozzel – required for cleaning/sweeping work etc.
- 32 Cleaning Powder
- 33 Yellow Dusters
- 34 Plastic Drums
- 35 Kerosene Oil

## 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 Dipatoli, Ranchi, a constituent unit of Kendriya Vidyalaya Sangathan, New Delhi registered under the Societies Registration Act (XXI of 1860) through ..... located at Dipatoli, Ranchi – 834 009 (Jharkhand) (herein after called ..... 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] a [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.

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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 ..... [on/in/for] [Name the area of service contract].

1.2.2 WEHREAS ..... 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 CONTRACITNG AGENCY and INDENTING OFFICE /pertaining to the WORK.

## 1.4 FINANCIAL ARRANGEMENTS

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

- (i) `\*\* 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. \_\_\_\_\_ For service contract on \_\_\_\_\_

## 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 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 serviced, 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 the 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 including material 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 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 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. of 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.

## **1.8 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 [.....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 [ months] 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 [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 ..... The decision of the ..... 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  
For and on behalf of INDENTING OFFICE  
Signature .....  
Name .....  
Designation .....  
Seal .....

Parties  
For and on behalf of contracting Agency  
Signature.....  
Name.....  
Designation.....  
Seal.....

Witness (Name and Address)

Witness (Name and Address)

1.

1.

2.

2.