

KENDRIYA VIDYALAYA VIJAYANARAYANAM
NAVAL BASE, INS KATTABOMMAN
TIRUNELVELI DISTRICT
TAMILNADU – 627119



तत् त्वं पूषन् अपावृणु
केन्द्रीय विद्यालय संगठन

BID No: KVVNM/2020-21/04

Bid Document for
engaging Service Provider / Firm
for providing Manpower for Gardening Services through service contract
at
KV VIJAYANARAYANAM

CONTENTS OF TENDER DOCUMENT

SL. NO.	DESCRIPTION OF CONTENTS
01	Tender Notice
02	Quoted Price
03	Validity of Bid
04	Terms and Conditions
05	Evaluation of Bid
06	Award of Contract
07	Last date and time of receipt of Bids
08	Annexure - A
09	Annexure - B
10	Model Agreement

IMPORTANT DATES AND TIMINGS

DATE & TIME OF TENDER DOCUMENT AVAILABLE IN WEBSITE (vijayanarayanam.kvs.ac.in)	17.01.2020 - 1000 hrs
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT ALONG WITH DD	UPTO 31-01-2020 (Friday) BY 1500 hrs.
DATE & TIME FOR OPENING OF TENDER DOCUMENT	31-01-2020 AT 1700 HRS



केन्द्रीय विद्यालय
नेवल बेस, विजयनारायणम्, तिरुनेलवेली
चैन्नई क्षेत्र, तमिलनाडु-627119
(मानव संसाधन विकास मंत्रालय के अधीन)
दूरभाष : 04635-254627

निविदा सूचना TENDER NOTICE

इस विद्यालय द्वारा निम्नलिखित सुरक्षा साफसफाई बागवानी एवं सब स्टाफ की सेवाओं एवं आपूर्ति हेतु अधिकृत और प्रतिष्ठित आपूर्तिकर्ताओं और सेवादाताओं जिनके पास ईएसआई ईपीएफ लाइसेंस हों उनसे वार्षिक अनुबंध पर यह निविदा आमंत्रित की जाती है। प्रत्येक कार्य के लिए निविदा फार्म www.vijayanarayanam.kvs.ac.in से प्राप्त किया जा सकता है। प्रत्येक सेवा के लिए प्राप्त फार्म 500 रुपए की डीडी के साथ जो विद्यालय विकास निधि के पक्ष में तिरुनेलवेली में देय होगा। निविदा फार्म को विद्यालय के कार्यालय से 17-01-2020 से सुबह 9 बजे से अपराह्न 3 बजे तक विद्यालय कार्यदिवस में 500 रुपए की डीडी के साथ भी प्राप्त किया जा सकता है। मुहरबंद निविदाये केवल डाक के माध्यम से 31-01-2020 को अपराह्न 3 बजे से पहले जमा की जा सकती हैं। निविदा 31-01-2020 को शाम 5 बजे खोला जाएगा। अधिक जानकारी के लिए www.vijayanarayanam.kvs.ac.in का अवलोकन करें

Sealed competitive tenders are invited only from registered firms having ESI, EPF and License for providing manpower for Security Services, conservancy, Gardening and Sub staff for annual contract. Tender forms for each service can be downloaded from the website www.vijayanarayanam.kvs.ac.in. Downloaded tender forms should be submitted along with DD for Rs. 500/- for each service drawn in favour of Vidyalaya Vikas Nidhi payable at Tirunelveli. Forms can also be collected from the Vidyalaya office from 17.01.2020 between 0900 to 1500 hrs. (only during working days) on payment of Rs.500/- through DD only. Sealed tender forms should be submitted only through post to the Vidyalaya on or before 31/01/2020 by 3 pm. Tender will be opened at 5pm on the same day. For further details visit: www.vijayanarayanam.kvs.ac.in

Sd/-

प्राचार्य/ PRINCIPAL

केन्द्रीय विद्यालय
नेवल बेस, विजयनारायणम्, तिरुनेलवेली
चैन्नई क्षेत्र, तमिलनाडु-627119
(मानव संसाधन विकास मंत्रालय के अधीन)
दूरभाष : 04635-254627



KENDRIYA VIDYALAYA
NAVAL BASE, VIJAYANARAYANAM, TIRUNELVELI,
TAMILNADU, CHENNAI REGION, Pin - 627119, ☎04635-254627
(Under the Ministry of HRD, Govt. of India)
Web Site: www.vijayanarayanam.kvs.ac.in
Email ID: kvvnmpincipal@gmail.com

F. No. 1809-2-28/QF/KVVNM/2020-21/

Date: 15-01-2020

To

.....
.....
.....

TENDER DOCUMENT

Sub : "Inviting Bid for engaging Service Provider Firm for providing Manpower through service contract.

1. The Kendriya Vidyalaya VIJAYANARAYANAM, is institution coming under KVS a centrally funded Autonomous Body, is a society registered under Societies' Registration Act, 1980. 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 the Kendriya Vidyalaya VIJAYANARAYANAM, from the reputed/registered Consultant/Service Provider Firm for providing Manpower through service contract initially for a period of **01 (one) year w.e.f. 01-02-2020**, as indicated below:-

- A. **Address/Location of the Building:** **KENDRIYA VIDYALAYA VIJAYANARAYANAM
NAVAL BASE, INS KATTABOMMAN
TIRUNELVELI - 627119**
- B. **Man power required:-**

S.	Category of Manpower	Minimum qualifications or/and experience	Number of personnel required	Tasks & Responsibilities
1.	Gardener	Middle Standard	01 (one)	Appendix-1

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 GST and any other such tax liable to be paid by the client quoted by the bidder separately. The service tax is exempted vide Circular No.172/7/2013 – ST by Govt. of India for education institutions. In case of changes in rate due to statutory provisions, only such change will be accepted and not any additional liability i.e. %age of profit/service charge etc. As such the bidder while submitting the bid should specially quote the rate etc., in this regard.
- (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.
- (d) The Bidder shall deposit an EMD of Rs.10,000/- in the form of Bank Guarantee valid for 135 days after the date of submission of bids or DD drawn in favour of VIDYALAYA VIKAS NIDHI (VVN) Account , payable at Tirunelveli, as earnest money along with the Bid. 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 of equivalent to 10% of the annual bid amount 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 to the engaged staff shall be disbursed by the agency into bank accounts of the engaged staff directly through NEFT/RTGS after obtaining authorization from engaged staff.
- (b) The Contracting Agency will ensure payment by the 5th of every succeeding month to their employees provided to the KV office/premises as per the monthly remuneration quoted without any deduction directly to the bank account of the employees.
- (c) The Contracting Agency will submit the invoice/bill along with proof of disbursement in triplicate after making the payment to the employees provided to the KV office/premises supported with the following documents :-
 - (i) Details of disbursement made to the staff furnishing details for each payment,

- (ii) Copy of Electronic Challan Receipt (ECR) as a E-challan for this KV as proof of payment of statutory obligation such as EPF, ESI, 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 Uniform & Identity Card to all his/her employees deputed with mention of EPF / UAN and ESI numbers, as per the format suggested by the Indenting Office valid for the period of contract.
- (e) It is mandatory for the contracting agency to submit attested copies of license obtained from the competent authority. The Contracting Agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indentor/Client.
- (f) The Contracting Agency will provide the manpower for Gardening services all days except on Sundays in a month according to the duty timings. KV VIJAYANARAYANAM 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:
- $$\text{Total Monthly Remuneration} = \text{Monthly remuneration} - A1$$
- where $A1 = \frac{\text{Monthly remuneration}}{\text{No. of days in the month}} \times \text{No. of days of absence}$
- (h) The Candidates/Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV. Therefore, minimum three bio-data shall be made available against each slot. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by KV. 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 KV shall be made within 24 hours.
- (i) The contracting Agency will be required to sign a contract with the KV VIJAYANARAYANAM 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 KV reserves the right to claim and recover damages from Contracting Agency.
- (k) The character and 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 Gardener who is preferably below the age of 50 years as well as physically and medically fit.
- (m) The Contracting Agency shall provide to their staff with impressive summer uniform as well as winter uniform with insignia.
- (n) The contracting agency will get allotted with activated UAN (Universal Account Number) for all members/staff duly linked with their mobile numbers so as to receive SMS by them about EPF credits every month. Also ensure to get them e-passbooks from EPFO website.

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:

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) Audited Balance Sheet & Profit and Loss Account for the past 3 years
- (c) List of clientele during last 3 years along with cost of assignment.
- (d) PAN No. and Current IT clearance certificate.
- (e) Attested copy of proof of EPF registration.
- (f) Attested copy of proof of ESI registration.
- (g) Attested copy of proof of Service Tax Registration.
- (h) Attested copy of proof of license for providing manpower from competent authority.
- (i) The Bidder shall deposit Rs.10,000/- in the form of DD/Bank Guarantee valid for 135 days after the date of submission of bids or DD drawn in favour of VIDYALAYA VIKAS NIDHI (VVN), payable at Tirunelveli as earnest money along with the Bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (j) Remuneration of staff, quoted below minimum wages as applicable, in the State of Tamil Nadu or as per Central Govt Labour Dept notification (whichever is higher), shall render the Bid disqualified for evaluation. Also the rates for service charges/profit are quoted as NIL, the bid will be treated as unresponsive
- (k) The evaluation will be done on the basis of total for all the items listed in the Financial Bid. 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.
- (o) 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

You are requested to submit the Sealed Bids superscribed on the envelope as "**Bids for providing Gardener Services at KV VIJAYANARAYANAM**" on or before 31/01/2020 1500 hrs. The tenders will be opened at KV Vijayanarayanam in the presence of bidders or authorized representatives on 31-01-2020 at 1700 hrs. An earnest money of Rs.10,000/- (Rupees Ten Thousand only) is to be deposited along with tender document.

The Indentor looks forward to receive the Bid in the format of Bid attached only.

Yours faithfully,

Signature
Designation: Principal
Kendriya Vidyalaya
VIJAYANARAYANAM

Appendix - 1

TERMS AND CONDITION FOR PROVIDING SERVICES OF GARDENING IN THE VIDYALAYA

1. Name of the KV : Kendriya Vidyalaya, Vijayanarayanam
2. Address/Location of the Building : Vijayanarayanam, Tamilnadu,
Chennai Region, Pin code – 627119
3. Area of the Building : 2.00 Acres (Approx.)
4. Area of the campus : 15 Acres
5. No of days during the month for : All days except Sundays unless otherwise required on written requisition. Additional charges for on holiday(s) whenever required will be payable (26 days to be calculated for the monthly bill for comparative statement purpose).

SCOPE OF WORK

Developing, Maintenance, upkeep of gardens, play-fields and compound of the Vidyalaya and whatever the work assigned by the Principal.

(The bidder is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Vidyalaya and is aware of the operational conditions prior to the submission of the tender documents)

Daily Work (from 07:00 AM to 12:30 PM and 01:30 PM to 04:00 PM or as may be decided by the Vidyalaya)

1. That the agency shall provide Gardening arrangements for entire Kendriya Vidyalaya campus located at Vijayanarayanam with effect from (as per agreement).
2.
 - a) The contractor is to employ adequate number of trained gardeners for providing gardening services in the entire Vidyalaya campus – entrance area & potted plants, lawn, staff quarters area.
 - b) The Gardener should be deployed for all days of the month except Sunday and Gazetted Holidays, unless otherwise required on written requisition.
 - c) Developing Lawns & Gardens of the Vidyalaya by cutting of bushes, cleaning of weeds & hedges, putting annual and seasonal flower plants and ornamental plants, watering, cutting and pruning of plants.
 - d) Maintaining of the lawns and gardens by watering, cutting, pruning & weeding, putting new annual and seasonal flower plants and ornamental plants, and putting pesticides and manure, anti-termite treatment with anti termite chemicals etc., as the sole responsibility of the agency.
 - e) All sorts of tools and implements and other materials needed for the maintenance of the lawns and gardens will be provided by the Vidyalaya.

f) Wild growth of grass, bushes and trees in the lawn, sports ground, staff quarters and entrance area is to be cut regularly and disposed off away at a place acceptable to Municipal committee.

g) All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted /replaced.

h) All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.

3. That the agency would engage, employ and provide the requisite number of trained gardener for the purpose and also be responsible for payment of their emoluments and dues, discipline and work.
4. That the entire responsibility for taking maintenance measures of the gardens, play-fields and compound of said premises is of the agency. The agency will be responsible for any loss of property etc. for negligence of the persons employed by it and it will be recovered from the agency.
5. That the tenure of the service provides complete continuous gardening measures throughout the year to the Vidyalaya.
6. That the Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with the person introduced by the Agency for a period of one year from the date of termination of the Contract.
7. That the Vidyalaya on its part shall not be liable to pay any charges. Dues, compensation under any of the industrial loss or other loss applicable in this behalf to the personal which shall be the responsibility of the Agency only who shall be the employee of such personnel.

ANNEXURE-'A'
FORMAT OF BID

(All figures in Rs.)

S.	Category of Manpower	Number	Unit monthly remuneration	EPF Rate	ESI Rate	Service charges /charges of uniforms /bonus etc. including overhead profit	Monthly Unit Rate (Col.4+5+6+7)	Total monthly cost (Col.8X3)
1	2	3	4	5	6	7	8	9
1.	Gardener (Un -Skilled)	One (01)						

NOTE: 1. 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 Rs. _____ (Rupees _____) is furnished herewith vide Bank Draft No. _____ dated _____ drawn on _____

(Bidder)

Dated Signature with Seal: _____

Name: _____

MODEL AGREEMENT FOR SERVICE CONTRACT

1.1 THE AGREEMENT

1.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] [YEAR] between the Kendriya Vidyalaya Vijayanarayanam, located at Naval Base Vijayanarayanam (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] 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.

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) 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..... 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.

1.6 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 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 INDENTING 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 MAJEURE

- 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 KVS INDENTING OFFICE

Signature

Name

Designation

Seal

Witness (Name and Address)

Parties

For and on behalf of Contracting Agency

Signature.....

Name.....

Designation.....

Seal.....

Witness (Name and Address)